

## Credit Card Account Holder Agreement

These terms and conditions (Terms) form a binding legal agreement between the customer (Customer, you, your) and QuikiPay Panama S.A., Registration Number: 155701610-2-2021 DV: 38 (Company, we, us, our), company registered in Panama with legal address Corregimiento Ciudad de Panama, Distrito Panama, Panama. In order to provide part of the Services, The Company cooperates with licensed third-party service providers. QuikiPay (quikipay.net) in order to provide Financia Credit card services to Customers of the Company. When providing Financia Credit card services to the Customers, Terms and Conditions and other applicable policies from QuikiPay are applicable. Cryptocurrency Deposit and Withdrawal Options, Cryptocurrency Storage and Exchanging Fiat to Cryptocurrency Services are provided by QuikiPay. Cryptocurrency services are provided under service agreement by QuikiPay.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU USE YOUR CARD. THIS AGREEMENT ALONG WITH YOUR APPLICATION, FORM THE TERMS AND CONDITIONS OF YOUR PREPAID CARD. BY APPLYING FOR AND USING YOUR CARD, YOU ACCEPT THE TERMS AND CONDITIONS AND YOU UNDERSTAND AND ACCEPT THE RISKS HIGHLIGHTED IN THIS AGREEMENT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, OR DO NOT AGREE WITH, PLEASE CONTACT THE CARD SUPPORT TEAM USING THE CONTACT DETAILS AT PARAGRAPH 20 OF THIS AGREEMENT. YOU MUST BE AT LEAST 18 YEARS OF AGE TO APPLY FOR AND USE YOUR CARD.

### 1. DEFINITIONS

'Account' - The electronic account associated with your Card.

'Account Holder' - You, the individual entering into this Agreement with us.

'Agreement' - This Account Holder Agreement as amended by us from time to time.

'Application' - Your application and the personal data you submit to become an Account Holder.

'Association' - Financia Credit S.A.

'Available Balance' - The value of electronic money loaded onto your Card and available for use.

'ATM' - An automated teller machine or cash dispenser bearing the Association or Network acceptance marks.

'Card' - Any credit Financia Credit card issued to you under this Agreement.

'Card Number' - The card number on the front of your Card.

'Card Support team' - The means for dealing with queries and requests for services in relation to your Card. Contact details for Card Support team can be found in paragraph 20.

'Fees & Limits Schedule' - the schedule to this agreement (as amended from time to time) incorporated into this agreement by virtue of paragraph 11 of the Agreement detailing the fees and charges associated with the operation of the Account and the use of the Card.

'Interactive voice response (IVR)' - A telephonic service to provide for the activation of your Card and general support to Account Holders.

'Merchant' - A retailer, or any other person, firm or corporation that accepts Financia Credit Cards which display the acceptance mark.

'Password' - The secret word or set of characters created by you to gain access to the Website.

'Program Manager' - The entity providing marketing services related to the card on behalf of the Issuer.

'PIN' - A personal identification number for use with the Card to authorize a Transaction.

'Transaction' - A retail sale or refund, a cash advance, an ATM cash withdrawal, a bill payment or other payment to a third party using Your Card, a transfer of value to another Card or the loading of monies onto a Card, or any other transaction completed by you using your Card.

'we', 'us' or 'our' – QuickiPay Panamá S.A., a company registered in Panamá number 155701610.

'you', 'your' - The Account Holder.

'Website' - quikipay.net

## 2. SCOPE OF THIS AGREEMENT

2.1 These terms and conditions are written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card.

## 3. PURCHASE, RECEIPT AND ACTIVATION OF CARDS

3.1 You may only apply for one Card at any one time and the Card cannot be used on a corporation's behalf. The Card is not transferrable and shall only be used by you strictly in accordance with this Agreement.

3.2 The Card will be issued to you on the basis of the information provided in your Application. You agree to provide accurate personal information and to tell us of any changes as soon as possible so that our records remain correct. You should update any changes to your personal information via the profile link at the Website

3.3 If we are unable to satisfactorily verify your identity from information provided in your Application, we will not be able to process your Application until further information is collected and verified.

3.4 You should ordinarily receive your Card within approximately 7-10 business days of Application.

3.5 When you receive your Card, you must associate and activate immediately.

3.6 You may use your Card to make cash withdrawals. You will need a PIN for ATM withdrawals and to authorize any CHIP-based retail sales Transactions.

3.7 You should never reveal your PIN to anybody. We will not reveal your PIN to a third party. If you forget your PIN you can reset it by contacting the Card Support team. For security purposes, you must keep your PIN secure and separate from your Card or any record of your Card number. Failure to do so will be treated as gross negligence and will affect your ability to claim any losses and may render you liable for applicable losses to your Account.

3.8 You can change your PIN at ATM cash machines displaying the acceptance mark. When you change your PIN, you must not select a PIN that may be easily guessed, such as a number that (a) is easily associated with you, such as your telephone number or birth date; (b) is part of data imprinted on the Card; (c) consists of the same digits or a sequence of running digits; or (d) is identical to the previously selected PIN.

## 4. USE OF CARDS

4.1 Your Card can be used at any Merchant who accepts it, but no guarantee is provided that every Merchant will accept your Card for a given Transaction.

4.2 Cards can be used to make cash withdrawals at ATMs bearing the acceptance marks or at participating banks to make cash advance withdrawals. Please note some Merchants or ATMs may have lower limits than those permitted under this Agreement. Please note that extra ATM fees may be charged by certain ATM providers.

4.3 Your Card is a credit card, which means that the Card's Available Balance will be reduced by the full amount of each Transaction and authorization, plus any taxes and charges that are applicable including any additional ATM charge if any (the 'Full Deductible Amount'). The Full Deductible Amount must be less than or equal to the Available Balance on your Card. You must not use your Card if the Full Deductible Amount exceeds the Available Balance or after the expiry date of the Card. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice from us. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

4.4 You can check your Available Balance by contacting the Card Support team, or logging into the Website; fees may apply.

4.5 Due to security safeguards, Merchants that accept your Card are required to seek authorization from us for all Transactions. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the Transaction you wish to make; however, you will only be charged for the actual and final value of the Transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:

4.5.1 Hotels and rental cars - As Merchants may not be able to accurately predict how much your final bill will be, they may request an authorization for funds greater than your Available Balance.

4.5.2 Restaurants - You will need to have an Available Balance equivalent to the total cost of the meal plus up to 20%. This is to accommodate any service charge that could be added to your bill.

4.5.3 Internet Merchants - Certain Internet Merchant sites will, on registration or at checkout stage, send a request for payment authorization to verify that funds are available; this will temporarily impact your Available Balance. Also please bear in mind that many sites won't deduct payment until goods are dispatched so, please be aware of these variances on cleared funds when checking your balance and ensure that funds are always available to cover your purchases.

4.5.4 In-flight purchases - Merchants may not be able to authorize your Transaction if they cannot obtain an online authorization from us. Examples include on-board cruise or train charges and some in-flight purchases.

4.5.5 Membership or subscriptions - Please ensure that you always have sufficient Available Balance on your Card if you use it to make recurring charges, such as memberships or subscriptions.

4.6 The Available Balance on your Account will not earn any interest.

4.7 We may request you to surrender the Card at anytime for a valid reason in accordance with the provisions of paragraph 15 of this Agreement. Where we do so, we will give you back your e-money in accordance with paragraph 7 of this Agreement (free of redemption fee charge).

4.8 If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds.

4.9 Restrictions and Prohibited Transactions. We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to this Agreement or an acceptable use policy published on the Website.

4.10 It is strictly forbidden to use your Card for any illegal purposes including but not limited to fraud and money laundering. We will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using your Card in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a Merchant on the services it provides.

4.11 We reserve the right to close dormant card accounts due to inactivity, if you do not use our services for more than three months (3), counting from card activation date.

## 5. LOADING FUNDS TO YOUR ACCOUNT

5.1 Your Card is a payout card tied to an account directly or indirectly established by an employer or other such corporate payer (each, a "Payer") on behalf of a consumer to which electronic funds transfers of the consumer's wages or other compensation are made on a recurring basis, whether the account is operated or managed by the employer, a third party payout processor, or a depository institution. Only funds from a Payer may be loaded to your Account. In case of errors or questions about the funds loaded to your Account, contact your payout provider.

5.2 Deposits to your Account from your Payer will be made available on the payout file clearing date. You authorize your Payer and us to recover any funds erroneously added to your Account. If an authorized addition to your Account has an error or if you require additional information regarding funds added or loaded, you must contact your Payer immediately. You should keep track of the amount of funds loaded to your Account. You are responsible for reporting to all applicable government tax authorities, all earnings received and loaded to your Account and the payment of any applicable local, national, or international taxes that apply to such earnings.

5.3 We reserve the right to suspend or terminate the right to load funds to your Card at anytime without notice.

## 6. CARD EXPIRY

6.1 The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card if it has expired. Unless otherwise advised a renewal Card will be sent to you before your existing Card expires.

6.2 We may decide not to renew your Card. If we decide to do this we will provide you with 30 days notice prior to the expiry of the Card.

6.3 No Transaction will be processed once your Card has expired.

## 7. REDEEMING E-MONEY

7.1 You can obtain redemption of any unused funds by contacting the Card Support team.

7.1.1 We will charge a redemption fee as detailed in the Fees and Limits Schedule.

7.2 Please note that our procedures may require us to carry out various identity checks reasonably required to prevent fraudulent use of your Card before we can process your redemption request.

## 8. ACCOUNT HOLDER LIABILITY AND AUTHORISATIONS

8.1 We may restrict or refuse to authorize any use of your Card if using the Card is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.

8.2 If we need to investigate a Transaction on the Card then you must cooperate with us, or any other authorized body if this is required

8.3 You should never: (a) allow another person to use your Card; (b) record your PIN or Password in writing, or with your Card or otherwise; (c) disclose your PIN or Password to or otherwise make it available to any other person, whether verbally or by entering it in a way that allows it to be observed by others or otherwise; or (d) enter the PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

8.4 If a Transaction is made that requires use of your PIN, you will be deemed to have authorized that Transaction, and you will be liable for any Transaction made with your PIN.

8.5 You agree to indemnify and hold harmless us and our distributors, partners, agents, sponsors and service providers, for and against the costs of any legal action taken to enforce this Agreement and/or any breach of this Agreement or fraudulent use of your Card or PIN by or authorized by you.

## 9. LOST, STOLEN OR DAMAGED CARDS

9.1 You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it is stolen you may lose any e-money on it in just the same way as if you lost your wallet.

9.2 In the event of loss, theft, fraud or any other risk of an unauthorized use of your Card, or if your Card is damaged or malfunctions, you must immediately contact the Card Support team. You will be asked to provide us with your Card Number and some identifying details. You will be liable for any unauthorized Transactions that take place prior to you notifying us and these will reduce your Available Balance. If there is an Available Balance remaining on your Card, we will replace your Card and transfer the last Available Balance on to it, unless we have any reason to believe that the notified incident has been caused by your breach of this Agreement, gross negligence or if it raises reasonable suspicion of fraudulent or improper conduct. If we replace the Card, the replacement Card will be sent to your address on record. (fees may apply, see paragraph 11).

9.3 You agree to assist us, our partners, and the police if your Card is lost, stolen or if we suspect that the Card is being misused.

## 10. TRANSACTIONS MADE IN FOREIGN CURRENCIES

10.1 If you make a Transaction in a currency other than the base currency you selected in your Application (a 'Foreign Currency Transaction'), the amount deducted from your Account will be

converted to such base currency on the day we receive details of that Foreign Currency Transaction. We will use a rate set by the Association. This rate will include a Foreign Exchange Fee (see paragraph 11). Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance.

## 11. FEES AND PRODUCT SUMMARY

11.1 The Cards are subject to certain fees and restrictions set out in the Fees & Limits Schedule annexed to this Agreement or as notified to you from time to time.

11.2 We will deduct any taxes or charges due from the Available Balance on your Card.

11.3 Maintenance fees and dormancy fees, if applicable, will automatically be deducted from your Account each calendar month.

## 12. DISPUTES

12.1 If you have a reason to believe that any Transaction was unauthorized by you or posted to your Account in error, you may ask us to investigate the Transaction by contacting the Card Support team within 30 days of the date of the relevant Transaction. You must confirm the disputed Transaction in writing, setting out full details of the Transaction, your reasons for disputing it and providing copies of all relevant receipts. If we are satisfied that you have already made all reasonable efforts to resolve the dispute with the relevant Merchant we will attempt to assist you as far as is practicable.

12.2 If the disputed Transaction is investigated and found to be incorrect, the value of the Transaction will be refunded to your Account. Until our investigation is complete the disputed amount will be unavailable to spend. It may later be deducted from your Account if we receive information that proves that the Transaction was genuine. In the event that you do not hold sufficient funds on your Account to make such a repayment you must repay us the disputed amount immediately upon demand. We reserve the right to charge an investigation fee in relation to any dispute, see the Fees & Limits Schedule.

12.3 We reserve the right not to refund sums to you if we believe that you have not acted in accordance with this Agreement.

12.4 For the cards with "Shipped" status no refunds are possible due to the fact that card has been ordered from the issuer. You are kindly requested to double check the delivery address and make sure its in Latin letters and its correct address of your residence

## 13. VARIATION

13.1 We may change the terms and conditions of this Agreement, including charges, fees and limits, at any time by posting an amended version on the Website for one or more of the following reasons:

13.1.1 to reflect the introduction or development of new systems, methods of operation, services or facilities;

13.1.2 to reflect a change or an expected change in market conditions, general good practice or the cost of providing our services to our customers;

13.1.3 to conform with or anticipate any changes in the law or taxation, any codes of practice or recommendations of the Lithuania Financial Services Commission or other regulatory body;

- 13.1.4 to ensure that our business is run prudently and remains competitive;
- 13.1.5 to take account of a ruling by a court, ombudsman, regulator or similar body;
- 13.1.6 to make the terms and conditions fairer or clearer for you;
- 13.1.7 to rectify any mistake that might be discovered in due course;
- 13.1.8 by agreement with you; or
- 13.1.9 to enable us to harmonize our banking interest or charging arrangements.

13.2 You should regularly check the Website to inform yourself of any such changes. By continuing to use the Card after any such changes have taken effect, you are indicating your acceptance of the updated or amended terms and conditions. If you do not wish to be bound by any changes or amendments to this Agreement then you should stop using your Card immediately.

13.3 If you are significantly disadvantaged by any change to this Agreement you may cancel your Card in accordance with our cancellation policy. In such circumstances you will not be charged a cancellation fee.

#### 14. CANCELLATION

14.1 You may cancel your Card for any reason (a) before activating it, and (b) up to 14 calendar days after the date of activation (the "Cancellation Period"). This does not apply to replacement or additional Cards where the cancellation period for the Card has expired.

14.2 Upon cancellation, we will refund to you the Available Balance on your Card back to you within 30 days. We will not charge you for such cancellation.

14.3 You may terminate your Card any time after the Cancellation Period by exercising your rights under paragraph 15.3.

#### 14. TERMINATION OR SUSPENSION

15.1 We can terminate the Agreement at any time: (a) if we give you 30 days' notice and refund the Available Balance to you; (b) with immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your Transactions due to the actions of third parties or following any suspension of the Card under paragraph 15.2.6; or (c) with immediate effect if we have other serious grounds for doing so.

15.2 We can suspend your Card at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:

- 15.2.1 in the event of any fault or failure in our Transaction processing system; or
- 15.2.2 if we believe your Card details have been compromised; or
- 15.2.3 we discover that any of the information that you provided to us when you applied for your Card was incorrect; or
- 15.2.4 a Transaction has been declined because of a lack of Available Balance; or

15.2.5 you have breached this Agreement or we have reason to believe that you have used, or intend to use or have permitted the Card to be used in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your Transactions due to the actions of third parties; or

15.2.6 due to fraudulent or other suspicious activity on your Account; or

15.2.7 if we have other serious grounds for doing so; or

15.2.8 if we reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime or other illegal activity.

15.3 You can terminate this Agreement at any time following the Cancellation Period by contacting the Card Support team.

## 16. OUR LIABILITY

16.1 Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

16.1.1 we shall not be liable if you are unable to use your Card for any reason stated in this Agreement or by reason of the loss or theft of or damage to the Card or any malfunction or inability to use the Card on grounds beyond our reasonable control;

16.1.2 we shall not be liable if a Merchant refuses to accept a Transaction or fails to cancel an authorization;

16.1.3 we will not be liable for the goods or services that you purchase with your Card;

16.1.4 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;

16.1.4 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

16.1.5 where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance;

16.1.6 where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount in your base currency;

16.1.7 in all other circumstances of our default, our liability will be limited to redemption of the Available Balance; and

16.1.8 we shall not be liable for any disputes between you and your Payer, any third party payout processor, or a depository institution regarding the amount or timing of funds loaded to your Account. All such disputes shall be between you and such other third party.

16.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

16.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.



16.4 The above exclusions and limitations set out in this paragraph 16 shall apply to any liability of the Association, our suppliers, contractors, agents or distributors, to you, which may arise in connection with this Agreement.

## 17. YOUR INFORMATION

17.1 You may need to provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement. You must notify us immediately of any change of name and address by contacting the Card Support team.

17.2 We are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act 2002 and will take all reasonable steps to ensure that your personal data is kept secure against unauthorized access, loss, disclosure or destruction. Except as required by law, or in accordance with this agreement, your personal information will not be passed to anyone without your permission. To comply with anti-money laundering regulations, we are required to request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Card for this purpose and who will record that an entry has been made.

17.3 We may contact credit reference agencies to check your identity, and they will add details of our search to your record. You agree that we can use your personal data in connection with the Card, and the e-money associated with the Card, to contact you about replacement Cards, and to enable us to review, develop and improve our products and services. This may involve providing your personal data to our agents, contractors, distributors, and suppliers and to the Association to process Transactions and for their statistical research and analytical purposes as outlined in our privacy statement. We may use or share your personal data for marketing purposes. We may also transfer your personal data outside of the EEA to enable you to use the Card while you are travelling and for the performance of our obligations under this Agreement. Such countries may not offer the same standards of protection for personal data. We may also disclose your personal data as required by law, regulation or any competent authority or agency including to authorities and agencies to investigate possible fraudulent, unlawful, or unauthorized activity.

17.4 You have a right to inspect the personal data we hold about you however we will ask you to pay an Inspection Fee to cover our costs. For further information please contact the Card Support team.

17.5 If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.

17.6 It is your responsibility to keep us updated of changes to your personal details.

17.7 A full copy of our data protection policy is available on request.

## 18. COMPLAINTS PROCEDURE

18.1 Complaints regarding any element of the service provided by us should be sent by email to the Card Support team.

18.2 All complaints will be subject to our Complaints Procedure. We will provide you with a copy of our Complaints Procedure upon request.

18.3 In all cases you agree that any complaint, dispute, action, proceeding, liability or claim by you must be directed and made to us exclusively in respect of the use/misuse of the Card, any Transaction, provision of the Card Support team and generally in relation to your rights under this Agreement. You irrevocably agree that all your rights are solely enforceable against us and we shall be solely liable to you for any performance/non-performance of services under this Agreement.

## 19. GENERAL

19.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

19.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

19.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until the Card issued to you is cancelled or expires and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

19.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions of this Agreement, save Financia Credit may enforce any provision of this Agreement which confers a benefit or a right upon it and a person specified in paragraph 16.4 may enforce paragraph 16.

## 20. CONTACTING THE CARD SUPPORT TEAM

If you need assistance, you can contact by email at [payment@quikipay.com](mailto:payment@quikipay.com)

\*You may also be charged a fee by the ATM operator or ATM network (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).