# FINDUCTIVE CARDHOLDER TERMS AND CONDITIONS

BETWEEN:

**A.** **Account Holder** (hereinafter referred to as the "Account Holder / You")

And

**B.** **Finductive Ltd,** a company incorporated in Malta and registered with the Malta Business Register with registration number C89272, having its registered address at Level 2C, Centris Business Gateway II, Triq is-Salib tal-Imriehel, Zone 3, Central Business District, Birkirkara CBD3020, Malta, , acting as a financial institution licensed in Malta to provide payment services by the Malta Financial Services Authority. In accordance with applicable law, it is possible to check Finductive's authorisation as a financial institution offering payment services by the Malta Financial Services Authority on the www.MFSA.com.mt website (hereinafter referred to as "Finductive / Us / We").

Each a "Party" and collectively referred to as the "Parties".

WHEREAS:

A. Finductive provides Payment Services to the Account Holder, in accordance with the terms of the Payment Services Framework Contract entered into between Finductive and the Account Holder.

B. The Account Holder wishes to be issued with a debit card for its Finductive Payment Account (the "Card")

C. These Finductive Cardholder Terms and Conditions ("the Agreement") govern the use of Finductive Card.

D. Any capitalised terms used in this Agreement which are defined in the Payment Services Framework Contract shall have the same meaning ascribed to them in the Payment Services Framework Contract, unless otherwise defined in this Agreement.

E. The Account Holder must ensure to carefully read, understand and agree to these Terms when applying for the Card.

## 1. Definitions

| | |
|---|---|
| **Account Holder** | A legal entity or a natural person (individual) that holds a Finductive Payment Account in its name. |
| **Card** | A plastic or virtual debit card, as set out in the Schedule, issued to You by Us pursuant to licence by the Card Scheme, with an underlying Payment Account holding the balance of the Card in the Denominated Currencies. |
| **Card Scheme** | has the meaning defined in the Schedule. |
| **Card Services** | Any services provided by Us, or any third-party service providers in connection with a Card. |
| **Cardholder** | You or, if you are a legal entity, the individual to whom a Card is supplied and who is validly authorised by You to use and to utilise funds held in the Payment Account via a Card subject to this Agreement and on Your behalf. |
| **Communication Channels** | Finductive communication channels, which may include the Platform, email, physical mail and telephone. |
| **Denominated Currency** | has the meaning given to it in the Schedule. |
| **Directive** | means Directive No. 1 of the Central Bank of Malta Act (Cap. 204 of the Laws of Malta). |
| **Fee** | Any fee payable by you as referenced in the Schedule. |
| **Merchant** | A retailer or any other person that accepts payments, digital payments, card payments. |
| **Microenterprise** | means an entity engaged in any economic activity, irrespective of its legal form, which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet does not exceed EUR 2 million or currency equivalent or, if it is part of a group, the group's annual turnover and/or annual balance sheet does not exceed EUR 2 million or currency equivalent. |
| **Personal Details** | Certain information, including personal information, given by You on behalf of the Cardholder when applying for the Card and as notified to Finductive by You from time to time. |
| **PIN or PIN Code** | The personal identification number used to access certain Card services, provided to the Cardholder. |
| **Platform** | The online platform accessed via the Website (Internet Services) or App (Mobile Services) through which the Account Holder can access details pertaining to the Payment Accounts, carry out Payment Transactions and submit Payment Orders. |
| **Security Details** | any information used to verify your identity or the validity of your card, such as PIN, CVV/CVC number printed on your card (Card Verification Value/Code), passwords/ passcodes, Secure Authentication Codes/ One-time passwords (OTPs) sent by SMS, email, or App. |
| **Transaction** | Your use of the Card or digital wallet to:<br>(i) make a payment, or a purchase of goods or services or (ii) a cash withdrawal |

## 2. General

i. Your Card is issued by Finductive pursuant to its license from the Card Scheme.

ii. Finductive shall:
- administer and provide the Card issued
- carry out due diligence on You
- provide customer service support to You
- provide the Platform

## 3. Purpose of the Card

i. The Card is a debit card featuring immediate debit of funds from the Payment Account and systematic authorisation. The Card allows Cardholders to access available funds that have previously been credited to the Payment Account. The Card is not a credit card and all use is limited to the amount held in the Payment Account and any other limits referred to in this Agreement.

ii. The Card is issued by Finductive at the Account Holder's request via the Platform. Plastic Cards will be sent directly to You or the Cardholders (as directed by You) as per the address specified on the Card order request completed on the Platform.
iii. The Card can be used wherever You see the Card Scheme symbol displayed online, and plastic Cards also at Automatic Teller Machines ("ATMs") and merchants, including shops and restaurants who accept the Card Scheme (subject to local laws and regulations in the country of use), providing that there are sufficient funds available in the Payment Account for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use) and that there are no legal or regulatory impediments to prevent the Transaction (e.g. international sanctions) or no other Transaction restrictions by Finductive
iv. The Card remains at all times Finductive property and must be returned to Finductive or destroyed upon Finductive request. Use of the Card is personal to You and the Cardholders. You cannot assign Your rights under this Agreement, and the Cardholder is strictly prohibited from transferring or giving the Card to any third party or from allowing any third party to use the Card. The authorisation for You and/or Cardholders to use the Card may be revoked at any time, in accordance with clause 16 below.
v. The Account Holder shall be liable for all acts and omissions of Cardholders purported to be carried out pursuant to the activities anticipated by this Agreement.
vi. The Account Holder warrants, represents and undertakes that:
   - it shall ensure that all Cardholders are made aware of the content of this Agreement and understand the obligations regarding the use of the Card.
   - it shall ensure that Cardholders are not permitted to use the Card unless such use has been authorised by the Account Holder.

## 4. Use of Card

### 4.1. Activation and General Use of the Card

i. The Account Holder must provide Finductive with the names of all Cardholders upon request.
ii. The Card cannot be used unless it has been activated within the notified time by the Cardholder. An activation procedure will be provided through Communication Channels. You must know, and ensure that Cardholders know, and follow the steps required to activate the plastic Card and the instructions must be followed. You shall only supply the Card to the Cardholder and You shall be responsible for ensuring that each Cardholder complies with this Agreement where applicable.
iii. The Card is only for use by the Cardholder and expires on the date on the front or back of the Card. The Card cannot be used after it has expired.
iv. The amount relating to each Transaction and any associated fees will be deducted from the balance on the Payment Account.
v. When using the Card at certain merchants, including hotels, restaurants and petrol stations, the merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the balance available on the Card.
vi. When using the Card as a guarantee of payment (for example as a deposit for hotels, cruise lines or car rental), such merchants may deduct the final bill from the balance on the Payment Account and therefore you must ensure that there are sufficient funds in the Payment Account. Any debits as a result of such usage will be considered to have been authorised by You.
vii. When using the Card as an arrangement for periodic billing you must ensure that there are sufficient funds in the Payment Account. Any debits as a result of such arrangements will be considered to have been authorised by You.
viii. We do not recommend using a virtual card to purchase an item over the internet that subsequently would require the presentation of a physical Card in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals and online purchases picked up in person.
ix. You agree to accept a credit to the Payment Account if a Cardholder is entitled to a refund for any reason for goods or services purchased using the Card.
x. We are not responsible for ensuring that ATM's and point of sale terminals ("POS") will accept the plastic Card.
xi. Strictly for plastic Cards, certain POS, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machine such as in car parking lots, are not connected in real time to the Card Scheme approval. We accept no responsibility, and shall not be liable for, any inability of Cardholders to use their Cards in such POS or machines.
xii. You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use. Cards cannot be used for any illegal purpose. Any further restrictions on use are set out in the Schedule.
xiii. You shall be liable to Us for all losses, fees and other expenditure incurred by Us in relation to the recovery, cancellation or reversing of Transactions resulting from the misuse of the Card by You or the Cardholder or where You break any important provision or repeatedly break any provision of this Agreement and fail to remedy it.

### 4.2. Available funds

i. The Cardholder should check that sufficient funds are available on the Payment Account prior to attempting to make any Card Transaction to avoid disappointment or embarrassment if the Card is declined.
ii. If there are insufficient funds in the Payment Account to pay for a Transaction the Card may be declined or the retailer may allow payment of the balance by some other means.
iii. The Card can only be used if the Payment Account has a positive balance for financial transactions. For card verification requests 0 balance is accepted, subject to merchant Account verification method.
iv. Strictly for plastic Cards, payments made on some machines, such as automatic fuel dispensers, generate a pre-authorisation to reserve an amount that may be greater than the actual payment requested. For services offered by these machines Cardholders should ensure the Payment Account has adequate funds to meet the amount required by the pre-authorisation, otherwise the Transaction and the associated payment will be denied.
v. The Cardholder may obtain certain information concerning the Card and recent Transactions via Communication Channels.

### 4.3. Temporary blocking of the Card

i. The Account Holder and/or the Cardholder may block the Card temporarily through the Platform.
ii. You and/or the Cardholder may request that the Card be unblocked at any time via the Platform.
iii. Applying for a Card to be temporarily blocked shall not satisfy the obligation of the Cardholder or Account Holder to inform Finductive of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data.
iv. If We block or suspend a Card, We shall notify You and/or the Cardholder l, if possible prior to blocking or suspending the Card, and at the latest, immediately after, unless We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any applicable law. The Cardholder and/or the Account Holder can at any time request that the block be removed from their Card by contacting Us at the contact details specified in the Schedule, but unblocking the Card or resuming provision of Our services will be at Our discretion. We shall remove the block on the Card as soon as practicable after We are satisfied,

acting reasonably, that the reasons for blocking or suspending it no longer exist.

### 4.4. Card Renewal

Any Card renewal, if applicable, shall be subject to the Schedule.

### 4.5. Refund

Goods or services paid for with the Card cannot be refunded by a retailer unless there was a prior Card Transaction debited from the Payment Account by that retailer of an equal or higher amount than the refund requested. If the Cardholder and retailer agree a refund, the retailer may process the refund via a POS terminal. Amounts credited to the Payment Account via the Retailer as refunds shall be available no more than 3 (three) days after the time the refund order was received. If an amount is credited to the Card that does not correspond to a refund, we reserve the right to terminate the agreement.

## 5. Card Limits and Fees

i. The Card Fees and Limits provisions are outlined in the Schedule and will apply to the Card.

ii. Transaction Limits may apply to the Card as detailed in the Schedule.

iii. Each time the Cardholder uses the Card, the value of the Transaction plus any applicable fees shall be debited from the Payment Account. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available in the Payment Account the Transaction will be declined, and applicable fees shall be charged to the Payment Account in accordance with the provisions of the Schedule.

## 6. Personal Details

i. When performing Transactions over the internet, some websites may require you to enter your Personal Details and, in such instances, you should supply the most recent Personal Details that you have provided Finductive with.

ii. You must notify Us of any change in your Personal Details as soon as possible by contacting Us or updating the details in the App. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant information/ documents from you as applicable.

iii. Finductive, reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Card, you authorise Finductive to undertake electronic identity verification checks on you either directly or using relevant third parties.

## 7. Card Security

i. You should treat the Card like cash. If it is lost or stolen, you may lose some or all of your money on your Card, in the same way as if you lost cash.

ii. You will be provided or you will be asked to create a Personal Identification Number (PIN) in order to make payments and/or withdraw cash with the Card.

iii. For further assistance with any PIN-related queries, please contact us via Communication Channels.

iv. You must keep the Card and Security Details confidential and safe by taking appropriate measures, including, but not limited to, the following:
   - never allowing anyone else to use the Card or sharing the Security Details with anyone;
   - not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
   - not interfering with any magnetic stripe or integrated circuit on the Card;
   - complying with any reasonable instructions We give about keeping the Card and the PIN safe and secure;
   - using only secure internet sites for making Card Transactions online;
   - choosing strong passwords that mix alpha and numeric characters when managing the Payment Account on-line;
   - checking ATMs for signs of tampering, e.g. false fronts, before use;
   - keeping your Security Details secret at all times for example, by not using your PIN if anyone else is watching.
   - shredding any personal information or Security Details relating to the Card that could be used by an identity thief;
   - checking regularly Transaction history in your Payment Account and report any suspicious Transactions to Us.

v. You shall never be required to provide Your PIN by telephone or on the internet in order to pay for goods or services or carry out a Transaction.

vi. The PIN will be disabled if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the PIN is disabled, please contact Us via Communication Channels.

vii. You undertake, represent and warrant to Us that the Transactions that the Cardholder will undertake using the Card do not contravene any applicable law and that You and the Cardholder shall at all times comply with all applicable laws in relation to the performance of Your obligations under this Agreement.

viii. The Cardholder shall obtain a receipt for every Transaction undertaken with the Card. The Cardholder must retain their receipts to verify their Transactions.

ix. Cardholders shall not under any circumstances send their active Card to Us or any third party, by post or any other unsecure delivery method.

x. Failure to comply with this clause may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence.

xi. In the event that we suspect or believe that your Card may be subject to any fraud or security threats, we will notify you securely via Communication Channels.

xii. Once your Card has expired or if it is found after you have reported it as lost or stolen you must destroy it, recommended by cutting it in two through the magnetic strip & chip.

## 8. Authorising Transactions

i. You will need to give your consent to each Transaction by, where applicable:
   - using your PIN or other security code personal to you;
   - providing the Card details and/or providing any other details personal to you and/or your Card.

   Once you have given such consent to the Transaction, it will be deemed to be authorised.

ii. Certain Merchants may not accept payments made through the Card and we accept no liability for this: it is your responsibility to check the restrictions of each Merchant.

iii. Once a Transaction has been authorised by you, it cannot be revoked. The time of receipt of a Transaction order is when it is received by our processing partner.

**iv.** Your ability to use or access the Card may occasionally be interrupted, for example if Finductive or any third-party service providers performs maintenance or updates to their systems or websites. Under no circumstances shall Finductive be held liable for any loss, damage, or inconvenience arising from such interruptions.

## 9. Payment Disputes

i. If you dispute a Transaction that you have authorised, and which has been processed on your Card, you should first attempt to settle this with the merchant you bought the goods or services from. For the avoidance of any doubt, we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.

ii. If you have reason to believe that a Transaction was unauthorised (i.e. carried out without your consent), you must inform us without undue delay, or in any event no later than 13 months after the debit date and we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Agreement, through gross negligence or we have reasonable grounds to suspect fraud. If you ask Us to investigate the Transaction, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your balance and we may charge you an investigation fee, subject to the Schedule. If you do not have sufficient balance, you must repay Us the amount immediately on demand.

iii. In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.

iv. If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently or with intent breached the terms of this Agreement (for example, by not keeping your Card or PIN safe), you may be liable for any loss we suffer due to use of the Card.

## 10. Foreign Exchange

i. If you use your Card in a currency other than the currency in which your Card is denominated ("Foreign Currency Transaction"), the amount deducted from your balance will be the amount of the Foreign Currency Transaction converted to your Card currency using a rate set by the Scheme.

ii. You **will** also be charged a foreign exchange Fee as set out in the Schedule.

## 11. Loss, theft and misuse of cards

i. If the Card is lost, stolen, misused or is likely to be misused by a third party or You or the Cardholder suspect that someone else may know the related PIN or Security Details or has carried out an unauthorised Transaction, You must stop using the Card, block and report it as lost/stolen via the Platform as soon as possible on becoming aware of such loss, theft, misappropriation or unauthorised use of the Card. Upon such action being taken, We will suspend the Card to avoid further losses.

ii. We may also suspend a Card with or without notice if:
- We suspect that the Card, PIN or any other Card-related security details have been, or are likely to be, misused; or
- any Transactions are deemed to be suspicious and/or are identified as being fraudulent; or
- We have reason to believe that You have broken an important condition of these Terms or that You have repeatedly broken any term or condition and have failed to remedy it; or
- We suspect illegal use of the Card.

iii. You agree to cooperate with our agents, any regulatory authority, the police and Us if your Card is lost, stolen or if we suspect misuse or fraudulent use of the Card.

iv. Replacement Cards will be sent to the most recent address you have provided and may be subject to a fee as set out in the Schedule.

v. If any reported lost Card is subsequently found, it must not be used unless You contact Us first and obtain approval.

vi. You agree to indemnify Us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have acted fraudulently, been negligent or have misused the Card or any of the services which We provide to You.

## 12. Limitation of Liability

i. Finductive makes no express warranties or representations with respect to the provision of the Cards. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Cards, except to the extent that they are expressly set out in the present Agreement.

ii. Nothing in the Agreement will exclude or limit Finductive's liability for losses which may not be lawfully excluded or limited by this Agreement or by applicable law.

iii. Finductive shall not be liable to the Account Holder for:
- disputes concerning the quality of goods or services purchased from any merchant that accepted a Card or for any additional fees charged by the operator of POS or ATM terminals (e.g. when You are offered dynamic currency conversion at a point of sale).
- 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;
- any system failure or industrial dispute outside Our control;
- any ATM or retailer refusing to or being unable to accept the Card;
- the way in which any refusal to accept the Card is communicated to You;
- any infringement by You of any currency laws;
- any action that we may take, as required by any legal or regulatory requirement, or court order;
- any indirect or consequential losses which may be incurred by Account Holder, including any loss of profit, goodwill or business reputation, or any loss of data suffered by Account Holder;
- any damages due to loss, fraud or theft that you have reported to us later than 13 months after the event;
- any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party (including any fraudulent or unauthorised Transactions and subsequent unsuccessful chargebacks).

iv. The above exclusions and limitations set out in this clause shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), limitedly for the purpose of this clause.

## 13. Cancellation

i. You may terminate your Card at any time through the Platform, and by contacting Us/placing a request.

ii. Once your Card has been cancelled, it will be your responsibility to destroy your Physical Card(s).

iii. If any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, we will notify you of the amount and you must immediately repay to us such amount on demand.

## 14. Expiry

You will not be able to use your Card after the expiry date shown on the Card.

## 15. Terminating this agreement

i. This agreement shall continue in force until Your Payment Services Framework Contract with Finductive is terminated or unless otherwise terminated in accordance with this clause 15 or clauses 16 and 19.

ii. The Agreement may be terminated at any time by the Account Holder by sending 30 days' written notice to Us or by Us, or Finductive for Us, sending 30 days' written notice to You.

iii. Once the Agreement is terminated, your Card cannot be used.

## 16. Causes for Termination

i. We reserve the right, at any time and without prior notice, at Our discretion to terminate the Agreement, to block or suspend use of the Card, restrict its functionality and/or to demand the return of the Card if any of the following circumstances arise:
   - The plastic Card was not activated within the notified activation period;
   - We reasonably suspect the security of the Card has been compromised in any way or that you, or any third party, have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes;
   - your Payment Account agreement with Finductive has been suspended, restricted or terminated; or
   - we are required to do so under applicable law or where we believe that continued use of the Card may be in breach of applicable law;
   - in the event You, the Cardholder or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or the Cardholder to have done so;
   - we believe that your continued use of the Card may damage our reputation;
   - we believe that your use of the Card may result in harm to us or our systems;
   - you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement;
   - you haven't given us information we need or we believe that any of the information that you have provided to us is incorrect or false;
   - we cannot process some or all of your Transactions due to the actions of third parties;
   - you have breached this Agreement;
   - in case of non-payment of any annual or other applicable fees, as set out in the Schedule; or
   - You enter into liquidation or any similar insolvency proceedings or You cease or threaten to cease to carry on Your business.
   - The circumstances for blocking or suspending the Card in accordance with clause 4.3 continue for 1 month.

ii. Any termination or expiry of the Agreement, howsoever caused, shall be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

iii. The Account Holder will be responsible for ensuring that all Cardholders have been notified of termination of the Agreement.

## 17. Data Protection and Confidentiality

i. Personal data which is provided by the Account Holder to Finductive in order to operate the Card program is subject to our Privacy Policy available online on our Website.

ii. As a financial institution, Finductive and its officers are bound by confidentiality and professional secrecy as per the applicable legal framework. In all cases, Finductive shall operate in a manner that is conducive to the Account Holder's privacy and shall seek that any third parties in receipt of confidential information, are also bound by confidentiality.

## 18. Corporate Opt-Out

If You are a Microenterprise, You agree that the following article numbers of the Directive do not apply to this Agreement:

- 14 to 36 inclusive;
- 38(1);
- 40(3), 48;
- 50, 52, 53, 56; and
- 64 & 65.

## 19. Variations of Agreement

i. Any changes to the terms and conditions contained in this Agreement will be notified to the Account Holder by means of an e-mail by no later than two (2) months before the date proposed for entry into force.

ii. The Account Holder shall communicate any objection to the proposed changes within two (2) months and shall have the right to terminate the Contract without incurring any termination fees. Any failure to send such objection will be deemed by Finductive as automatic acceptance of the updated Agreement.

iii. Finductive reserve the right to effect changes without notice if the Account Holder is in breach of or is likely to breach any of the terms of this Agreement, or is otherwise in default or in the event of a change in the law and/or a decision or recommendation of a court, regulator or similar body. Finductive will inform the Account Holder about the change, using the means stated above, as soon as reasonably possible.

## 20. Guarantee

i. Finductive will at any time replace a Card reported as being defective. You must block temporarily the defective product via Platform and return it to Finductive in that condition by registered post. Postage costs will be reimbursed by adding them to Your Payment Account if the product is proven to be defective after being inspected by Finductive's technicians.

ii. The above guarantee is not applicable if:
   - the Card is used in a manner which breaks any important term or repeatedly breaks any term of this Agreement; or
   - you have not taken due care in relation to the storage and/or maintenance of the Card (including by avoiding extended exposure to direct sunlight, exposure to water or high humidity and repeated contact with metal objects such as keys).

iii. If Our inspection of a returned Card reported by You or the Cardholder as being defective shows this to be incorrect then the Card shall be returned to You or the Cardholder and We may apply administrative fees to the Payment Account, which will be deducted from the available funds in accordance with the Schedule.

## 21. Communication

The working language of Finductive is English and therefore all documents which will be provided by You and all communication must be in English. If the official documents are in a language which is not English, You need to also provide Finductive with a translated version of the document containing your details (name, surname, contact number, address), date and a statement confirming that the document is a faithful translation of the original. The translation would need to have been carried out by an officially recognised and licensed translator who shall further certify the content validity.

### 22. Miscellaneous

i. Nothing in this Agreement will confer on any third party any benefit under, or the right to enforce this Agreement.

ii. You may not assign or transfer any of your rights and obligations under this Agreement. We may assign any of Our rights and obligations under this Agreement to any other person or business, subject to such party continuing the obligations to You herein.

iii. We may contact You by letter, email or telephone using the contact details You provide on the Platform.

### 23. Complaints

i. The Card program is managed by Finductive.

ii. Details on how to submit a complaint about any aspect of our service can be found in the Complaints Handling Procedure.

### 24. Schedules

The Schedules of this Agreement shall form an integral part of the Agreement.

### 25. Governing Law

This Agreement shall be governed by the laws of Malta and the Courts of Malta or the Malta Arbitration Centre, at the Parties discretion, shall have exclusive jurisdiction to resolve any dispute arising out of the terms of this Agreement.