monefit Moorwand

CARDHOLDER TERMS AND CONDITIONS

IMPORTANT INFORMATION: These Cardholder Terms and Conditions (the **"Agreement"**) apply to the Programme, under which the Card is issued to You by the Card Issuer pursuant to Moorwand Ltd's license from Mastercard, and made available to You by Monefit Estonia OÜ (together "**We"**, **"Us"** or **"Our"**) in connection with the Credit granted to You under a separate consumer credit agreement (the **"Credit Agreement"**). This Agreement governs the issuance, activation, use, servicing, security, restrictions, fees and other operational matters relating to the Card. Please read this Agreement carefully before applying for the Card. By activating or using the Card, You confirm that You accept this Agreement.

This Agreement, as may be amended from time to time by Us, becomes effective and binding on You upon Your acceptance of these Cardholder Terms and Conditions in the Monefit App and remains in force for the entire period during which the Card remains valid, blocked, suspended, replaced or otherwise connected to Your Credit, unless terminated earlier in accordance with this Agreement or the Credit Agreement.

This Agreement does not govern the grant of credit, the credit limit, interest, repayment obligations, default consequences or other credit-related matters, which are regulated exclusively by the Credit Agreement concluded between You and Monefit.

The Card is linked to the Credit made available to You by Monefit. Each Transaction constitutes use of Your available Credit Limit under the Credit Agreement in the amount of the relevant Transaction, together with any applicable fees, charges or adjustments.

1. DEFINITIONS

1.1 **"Agreement"** means these Cardholder Terms and Conditions, as amended from time to time in accordance with this Agreement.

1.2 **"ATM"** means an automated teller machine or other cash withdrawal device through which cash withdrawals may be made using the Card, where such functionality is enabled.

1.3 **"Card"** means the Monefit payment card, whether physical, virtual or both, issued by the Card Issuer and linked to the Credit Limit made available to You under the Credit Agreement.

1.4 **"Card Issuer"** means HEURO SAS (formerly Harmoniie SAS), a company registered in France under number 833165863, with its registered office at 5 Avenue de l'Opera, 75009 Paris, France, authorised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) under number 89589 to issue electronic money and payment instruments.

1.5 **"Card Scheme"** means Mastercard or any other payment card scheme under which the Card is issued and the related Transactions are processed.

1.6 **"Credit Agreement"** means the separate consumer credit agreement concluded between You and Monefit governing the Credit Limit linked to the Card.

1.7 **"Credit Limit"** means the maximum amount of credit made available to You by Monefit under the Credit Agreement.

1.8 **"Credit"** means the revolving credit facility made available to You by Monefit under the Credit Agreement, which may be used up to the Credit Limit and in accordance with the terms of the Credit Agreement.

1.9 **"EEA"** means the European Economic Area.

1.10 **"Expiry Date"** means the expiry date shown on the Card or otherwise communicated to You in relation to the Card.

1.11 **"Fee"** means any fee, charge or other amount payable by You in connection with the Card or related services, as set out in the Pricing Page.

1.12 **"KYC"** means "Know Your Customer" and refers to the identification, verification and customer due diligence checks carried out by Monefit and/or the Card Issuer in relation to You.

1.13 **"Merchant"** means any retailer, supplier or other person that accepts the Card as a means of payment.

1.14 **"Monefit"** means Monefit Estonia OÜ, a company incorporated in Estonia under registration number 12449415, with its registered office at Kai tn 4, 10111 Tallinn, Estonia, acting as the Programme Manager of the Programme and as the creditor under the Credit Agreement.

1.15 **"Monefit App"** means the mobile application or other digital environment made available by Monefit through which You may access and manage the Card and related services.

1.16 **"Monefit Website"** means Monefit's website www.monefit.com/card.

1.17 "**Moorwand"** means Moorwand Ltd, a company incorporated and registered in England & Wales under registration No. 8491211 with a registered office at 3 Lloyd's Avenue, London, England, EC3N 3DS, United Kingdom. Moorwand Ltd is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register ref: 900709) for the issuing of electronic money and payment instruments. Moorwand is a principal member of Mastercard International Incorporated and provides the Mastercard scheme partnership for the programme.

1.18 **"Personal Data"** means the personal data relating to You and processed in connection with the Card, this Agreement, the Credit Agreement and related services, including Your name, date of birth, address, e-mail address, telephone number and any other data processed in accordance with the applicable privacy notice.

1.19 **"PIN"** means the personal identification number or equivalent security credential used in connection with the Card.

1.20 **"Pricing Page"** means the subpage on the Monefit Website and/or a section of the Monefit App in which the applicable fees, charges, limitsand other pricing information relating to the Card, the Credit and related services are made available to You, as amended from time to time.

1.21 **"Programme"** means the consumer card programme linked to the Credit Limit made available by Monefit under the Credit Agreement and intended to enable You to use Your available Credit Limit for the purpose of paying for goods and services, withdrawing cash where such functionality is enabled, and carrying out other transactions permitted under this Agreement, the Credit Agreement and applicable law.

1.22 **"Security Details"** means Your personalised login credentials, including any personalised security features, passwords, authentication credentials, one-time passwords, biometric credentials or other security elements, made available to You by Monefit or the Card Issuer and used to access the Monefit App or to use the Card.

1.23 **"Transaction"** means any use of the Card or Card details for payment for goods and/or services, cash withdrawal, recurring transaction, card-not-present transaction, refund, reversal, chargeback, fee booking or other transaction related to the Card.

1.24 **"You"** or **"Your"** means the consumer to whom the Card is made available and who has concluded the Credit Agreement with Monefit.

1.25 Terms not defined in this Agreement shall have the meanings given to them in the Credit Agreement.

2. ENTERING INTO THE AGREEMENT

2.1 By accepting these Cardholder Terms and Conditions in the Monefit App, You shall be deemed to have entered into this Agreement. This Agreement is concluded for an indefinite period.

2.2 By entering into this Agreement, You confirm that You have read, understood and agreed to comply with this Agreement, including these Cardholder Terms and Conditions, the Pricing Page, the privacy policy and any other documents or terms expressly referred to herein or made available to You in connection with the Card.

2.3 Monefit and/or the Card Issuer reserve the right to refuse to enter into this Agreement, issue, activate or make available a Card to You without stating reasons, to the extent permitted by applicable law.

2.4 As the Card is linked to a Credit, You must also conclude a separate Credit Agreement with Monefit. In the event of any inconsistency or conflict between this Agreement and the Credit Agreement in relation to the Credit, use of credit, repayment obligations, interest, fees or other credit-related matters, the Credit Agreement shall prevail.

2.5 Each Transaction authorised with the Card shall be deemed a drawdown or use of the Credit under the Credit Agreement from the moment the relevant Transaction is authorised, unless otherwise provided in the Credit Agreement or applicable law.

2.6 Any refunds, reversals, chargebacks, credits or other adjustments relating to Transactions shall reduce the utilised amount of Your Credit Limit only once such amounts have been actually received, booked and applied by Monefit or the Card Issuer.

2.7 The issue, replacement, renewal, suspension, restriction or cancellation of the Card does not by itself terminate the Credit Agreement, unless expressly stated by Monefit. Likewise, suspension or termination of the Credit Agreement may result in the suspension, restriction or cancellation of the Card.

3. CARD ISSUANCE AND ACTIVATION

3.1 You may apply for the Card through the Monefit App. The Card may be made available only in connection with a Credit granted by Monefit under the Credit Agreement.

3.2 To apply for a Card, You must:

(i) be at least 18 years old and reside in Estonia;

(ii) have passed all identification, verification, fraud prevention, anti-money laundering, sanctions and other checks required by Monefit, the Card Issuer or applicable law; and

(iii) meet any eligibility criteria communicated by Monefit or the Card Issuer.

3.3 Monefit and/or the Card Issuer may reject Your application and refuse to issue, activate or renew the Card without stating reasons, to the extent permitted by applicable law.

3.4 Where the refusal to issue the Card is based on information obtained from a database or data set and applicable law requires disclosure, You will be informed accordingly, including, where required, of the source of such information.

3.5 For the purpose of applying for and issuing the Card, You must provide, verify and confirm all data, documents and contact details requested by Monefit and/or the Card Issuer through the Monefit App or another designated channel.

3.6 Your application must contain all mandatory information requested from time to time by Monefit and/or the Card Issuer, including Your mobile phone number, including country code, and Your e-mail address. You are responsible for ensuring that all information and data submitted by You are accurate, complete, up to date and submitted in a format that can be processed by Monefit's and/or the Card Issuer's systems.

3.7 Monefit and/or the Card Issuer may restrict the availability of the Card if You are not a resident of a country where the relevant Credit is offered. In such case, access to the relevant functionality may be restricted automatically. Any mismatch or exceptional case may be reviewed manually by Monefit through the customer support channels made available in the Monefit App, by e-mail or otherwise.

3.8 To access the Monefit App and manage the Card and related services, You must use Your Security Details. Through the Monefit App, You may, among other things:

(i) view information relating to the Card;

(ii) view Your Transactions;

(iii) freeze and unfreeze the Card, where such functionality is available;

(iv) cancel the Card at any time for any reason;

(v) update certain personal details and security settings; and

(vi) use any other card-related functions made available by Monefit from time to time.

3.9 The Card is issued to You personally and may only be used by You. You are solely responsible for the use of the Card and must ensure that it is used only in accordance with this Agreement, the Credit Agreement, applicable law, the applicable Card Scheme rules and any instructions communicated by Monefit or the Card Issuer from time to time.

3.10 The Card may be issued as a physical Card, a virtual Card or both, as made available by Monefit and/or the Card Issuer.

3.11 A virtual Card is issued immediately on approval of Your application for a Card. We will endeavour to send a physical Card applied for to You within five (5) business days of approval to the delivery address accepted by Monefit or the Card Issuer, however, please be aware that in some instances it can take longer for Your Card to arrive.

3.12 If a physical Card is issued to You, You must follow the instructions provided in the Monefit App or otherwise by Monefit or the Card Issuer to activate the Card before first use, where activation is required.

3.13 The Card remains the property of the Card Issuer.

3.14 Monefit and/or the Card Issuer may temporarily restrict the availability of the Monefit App or procedures used for applying for, issuing, activating or managing the Card, in whole or in part, where this is reasonably necessary for maintenance, technical changes, payment scheme requirements, security measures, risk management, malfunction rectification or other important operational reasons. Where possible, notice of planned restrictions will be given in advance.

3.15 Neither Monefit nor the Card Issuer shall be liable for failures, interruptions or delays caused by telecommunication networks, internet connections, third-party service providers or other technical infrastructure outside their reasonable control.

3.16 Neither Monefit nor the Card Issuer shall be liable for the loss of, or defects in, any application, data or communication submitted by You to the extent that such issue arises from Your failure to follow instructions, including security requirements, provided for the application, issue or use of the Card.

3.17 You have the right to withdraw from this Agreement and cancel Your Card within 14 days from the date of conclusion of the Agreement, in accordance with applicable law. Such withdrawal applies only to this Agreement and the Card and does not automatically affect the Credit Agreement. For the avoidance of doubt, any Transactions authorised during the withdrawal period, together with any applicable fees and charges, shall remain payable by You in accordance with the Credit Agreement.

4. PIN

4.1 Where a physical Card is issued, You must set the PIN in the Monefit App. Neither Monefit nor the Card Issuer will send a PIN to You physically. The PIN may also be viewed or reset in the Monefit App.

4.2 You must keep the PIN secure and must not disclose it to any third party.

4.3 If You enter the PIN incorrectly three times in succession, the Card will be blocked automatically for security reasons. In such case, You must contact Monefit customer support in order to have the Card unblocked or, where such functionality is made available, request unblocking through the Monefit App.

4.4 Additional instructions relating to PIN use may be provided in the Monefit App or otherwise by Monefit or the Card Issuer.

5. USE OF THE CARD AND AUTHORISATION OF TRANSACTIONS

5.1 You may use the Card to pay for goods and services and, where such functionality is enabled, to withdraw cash from ATMs and at bank counters permitted to process such transactions. Any applicable fees are set out in the Pricing Page or otherwise communicated to You by Monefit and/or the Card Issuer.

5.2 You must ensure that You have sufficient available Credit Limit for each Transaction You authorise, including any applicable fees, charges, taxes or other amounts related to that Transaction. If the available Credit Limit is insufficient, the Transaction may be declined.

5.3 If a Transaction is processed in an amount exceeding Your available Credit Limit, You remain liable for that amount and must repay it in accordance with the Credit Agreement.

5.4 Certain merchants may request pre-authorisation or reserve an amount higher than the final value of the Transaction, for example in connection with hotel bookings, car rentals, subscriptions, gratuities, fuel purchases or security deposits. In such case, the relevant amount shall reduce Your available Credit Limit until the final amount is booked or the pre-authorisation is released or expires.

5.5 Your Card may not be accepted by all merchants and may not be used where the required authorisation cannot be obtained. Neither Monefit nor the Card Issuer shall be liable if a Merchant refuses to accept the Card.

5.6 Where a virtual Card is issued, it may not be suitable for transactions that require the presentation of a physical Card, such as certain theatre ticket purchases, hotel stays or car rentals.

5.7 You may be required to use Your PIN or Security Details in order to authorise a Transaction. If the PIN or Security Details are required for a Transaction, Your consent shall be deemed to have been given once the relevant authentication has been correctly used.

5.8 A Transaction shall be considered authorised by You where:

(i) Your Card, Card details, PIN and/or other Security Details personal to You and/or to Your Card have been used in connection with the Transaction;

(ii) in the case of a Card-present transaction, the Card is tapped, inserted, swiped or otherwise presented to a payment terminal together with any required authentication; or

(iii) in the case of a Card-not-present transaction, the necessary Card details and any required authentication data have been provided to enable processing of the Transaction.

5.9 Once a Transaction has been authorised, it cannot be revoked, unless otherwise required by applicable law.

5.10 Upon authorisation of a Transaction, Monefit and/or the Card Issuer will reserve the relevant amount against Your available Credit Limit. Once the Transaction is booked, that amount shall be treated as utilised credit under the Credit Agreement.

5.11 Monefit and/or the Card Issuer may decline a Transaction, restrict or suspend the use of the Card, or apply additional security measures where:

(i) the available Credit Limit is insufficient;

(ii) a limit applicable to the Card or the related Credit would be exceeded;

(iii) the Card has been blocked, suspended, cancelled, replaced or has expired;

(iv) there are security concerns relating to the Card, the Monefit App, Security Details or related systems;

(v) Monefit and/or the Card Issuer reasonably suspect unauthorised, fraudulent, illegal or improper use;

(vi) the restriction is required for anti-money laundering, sanctions, fraud prevention, compliance, operational or risk-management reasons;

(vii) the Transaction would breach this Agreement, the Credit Agreement, the Pricing Page or applicable law; or

(viii) the related Credit has been suspended, restricted or the Credit Agreement has been terminated.

5.12 Monefit and/or the Card Issuer may also refuse or restrict a Transaction where required by a competent authority, the payee's payment service provider, a correspondent bank, sanctions-related requirements or other applicable legal or regulatory obligations.

5.13 A Transaction may also be declined or fail due to system errors, technical failures, communication failures, Merchant refusal, acquirer refusal, payment processor issues, Card Scheme processing issues or other circumstances beyond the reasonable control of Monefit and/or the Card Issuer.

5.14 You are responsible for all authorised Transactions, except to the extent otherwise provided in this Agreement or required by applicable law.

5.15 Your ability to use or access the Card may occasionally be interrupted due to maintenance, updates, security measures, technical issues or other operational reasons affecting the Monefit App, payment systems or related infrastructure. If You experience problems using the Card, You should contact Monefit through the customer support channels made available in the Monefit App, by e-mail or otherwise.

6. CARD LIMITS AND REFUNDS

6.1 The use of the Card is subject to the limits notified to You from time to time, including limits relating to cash withdrawals, spending amounts, the number of transactions, Merchant categories, channels, geographic usage and other limits applicable to the Card. Applicable limits are set out in the Monefit App or otherwise communicated to You by Monefit and/or the Card Issuer.

6.2 The Card is denominated in EUR only. If a Transaction is made in a currency other than EUR, the Transaction amount will be converted into EUR at the exchange rate applied by the relevant

Card Scheme or card processing provider., If the Pricing Page sets out any foreign exchange fee, it will be added to the Transaction amount and if such fee is not set out therein, it will not be applicable. Exchange rates may change without prior notice. Information on the currency conversion charges applicable to a Transaction, expressed by reference to the latest available euro foreign exchange reference rates issued by the European Central Bank, will be made available to You in the Monefit App or otherwise in accordance with applicable law.

6.3 Monefit and/or the Card Issuer may apply daily, weekly, monthly, transaction-specific or other limits and may change such limits from time to time to the extent permitted by applicable law. In urgent cases, including for security, fraud prevention, compliance or operational reasons, particular restrictions may be applied without prior notice.

6.4 Some limits or restrictions may depend on the information and documentation provided by You, the outcome of verification or compliance checks, Our internal risk assessment or score, and the type of Card or Credit Limit made available to You.

6.5 Any refunds for goods and services purchased with Your Card will be made in accordance with the refund policy of the relevant Merchant.

6.6 Where a refund is processed in respect of a Transaction, the relevant amount shall be applied to reduce the utilised amount of Your Credit Limit once the funds have been actually received and booked by Monefit and/or the Card Issuer. Until such time, the original Transaction shall remain part of the utilised credit amount under the Credit Agreement.

6.7 Monefit and/or the Card Issuer shall not be responsible for the Merchant's refund policy, refusal to grant a refund or the time taken by the Merchant, acquirer or Card Scheme to process the refund.

7. FEES AND CHARGES

7.1 The Card, Transactions and related services are subject to the fees set out on the Pricing Page .

7.2 You are responsible for reviewing the Pricing Page before applying for, activating or using the Card and before carrying out any Transaction.

7.3 Any fees, charges or other amounts relating to the Card, including any foreign exchange fees, if applicable, shall be charged in accordance with the Pricing Limits Page and may, where applicable, be treated as amounts payable by You under the Credit Agreement.

7.4 Transactions may also be subject to fees, charges, rules or requirements imposed by ATM operators, payment terminal operators, banks, payment service providers or other third parties involved in the processing of the Transaction. Such fees or charges are outside the control of Monefit and the Card Issuer.

7.5 If You make a Transaction in a currency other than EUR and the Transaction amount is converted into EUR in accordance with Clause 6.2, You may also be charged a foreign exchange fee in accordance with the applicable Pricing Page.

7.6 The value of each Transaction, together with any applicable fees, charges, taxes, duties and currency conversion costs set out in the Pricing Page, shall be charged against Your Credit in accordance with the Credit Agreement or, in case of certain fees provided on the Pricing Page as well as in case of other relevant fees, such may be added to Your Credit separately.

7.7 Monefit and/or the Card Issuer may offer, withdraw or amend rewards, promotional pricing or special charges from time to time in accordance with applicable law.

7.8 Where taxes, duties or similar mandatory charges are applicable to any fees or charges, Monefit and/or the Card Issuer may charge or collect such amounts in accordance with applicable law.

8. CARDS

8.1 Subject to the discretion of Monefit and/or the Card Issuer, You may be eligible to apply for one or more physical Cards, one or more virtual Cards or both, each of which shall be linked to Your Credit. Monefit and/or the Card Issuer may, at any time, limit the number of Cards issued to You, refuse to issue any additional Card, block, suspend or cancel any existing Card, or suspend, restrict or terminate this Agreement, where this is reasonably considered necessary for fraud prevention, misuse prevention, risk management, security or compliance reasons.

8.2 If the Credit Agreement is terminated any physical Card and virtual Card linked to the relevant Credit shall be cancelled.

9. KEEPING THE CARD, PIN AND SECURITY DETAILS SAFE

9.1 You are responsible for keeping the Card, the Card details, the PIN and the Security Details safe and confidential at all times. You must take all reasonable steps to prevent the loss, theft, misuse or unauthorised use of the Card, the Card details, the PIN and any Security Details. You must use the Card in accordance with this Agreement, the Credit Agreement and any instructions communicated by Monefit and/or the Card Issuer from time to time.

9.2 Where a physical Card is issued, You must set the PIN in the Monefit App. You will need the PIN in order to make cash withdrawals from an ATM or at a bank or where required for making Transactions.

9.3 You must keep the PIN safe by memorising it, never disclosing it to anyone and not allowing anyone to see You entering it. You should not write the PIN down. You must not give Your Card to any other person, allow any other person to use it, or disclose or otherwise make available the Card details, the PIN or any Security Details to any person, except to the extent necessary to complete a Transaction. You may be held liable for any unauthorised or fraudulent transactions made using Your Card. If You suspect that someone else knows Your Card's PIN or any Security Details, You must change them as soon as possible in the Monefit App. If You are not able to do so, You must contact Monefit immediately through the customer support channels made available in the Monefit App, by e-mail or otherwise.

9.4 You should check recent Transactions and monitor the Transactions history in the Monefit App regularly. If You do not recognise a Transaction, You must report it immediately in accordance with this Agreement.

9.5 You must ensure that the Card details are provided only to a genuine Merchant or service provider and only to the extent necessary to complete the relevant Transaction. Before using the Card or providing any Card details, You must take reasonable steps to ensure that the Merchant, website, application or other payment interface is genuine and secure.

9.6 Once Your Card has expired, or You have cancelled the Card for any reason, You must destroy it by cutting it through the chip and disposing of it securely.

9.7 Monefit and/or the Card Issuer reserve the right to require You to register for, and/or use enhanced online transaction security for customer authentication measures, which may include confirmation in the Monefit App or otherwise.

9.8 Failure to comply with this Clause may affect Your ability to claim any losses, where Monefit and/or the Card Issuer can demonstrate that You have intentionally failed to keep the information safe or You have acted fraudulently, with undue delay or with gross negligence.

10. CARD EXPIRY AND RENEWAL

10.1 You may not use the Card after its expiry date. The expiry date means the last day of the month shown on the Card or otherwise communicated to You in relation to the Card.

10.2 Upon expiry, the Card will cease to function and may no longer be used for Transactions. The expiry of the Card does not by itself terminate this Agreement or the Credit Agreement and does not affect any obligations already incurred by You under the Credit Agreement.

10.3 Monefit and/or the Card Issuer may, but are not obliged to, renew or replace the Card. Any renewed or replacement Card will be linked to the same Credit, unless otherwise communicated to You or unless the Credit Agreement has been suspended, restricted or terminated.

11. TERMINATION

11.1 You may terminate this Agreement at any time by submitting a written notice to Monefit through the Monefit App, by e-mail or through another channel made available by Monefit for that purpose.

11.2 Monefit and/or the Card Issuer may terminate this Agreement by giving You at least 60 calendar days' prior notice in writing or on another durable medium. In exceptional and justified cases, Monefit and/or the Card Issuer may terminate this Agreement with immediate effect, to the extent permitted by applicable law.

11.3 In addition, Monefit and/or the Card Issuer may terminate this Agreement and/or block, suspend, restrict, cancel or refuse to renew or replace the Card with immediate effect in the following cases:

(i) if Monefit and/or the Card Issuer reasonably believe that You have used, are using or are likely to use the Card, or allow it to be used, in breach of this Agreement, the Credit Agreement, applicable law, or for fraudulent, unlawful or other unauthorised purposes;

(ii) if the Card is at risk of fraud, misuse or security compromise;

(iii) if Monefit and/or the Card Issuer suspect that You have provided false, inaccurate, incomplete or misleading information;

(iv) if You fail to pay any applicable fees, charges or other amounts due in connection with the Card or fail to remedy any excess use or shortfall relating to the Card or the Credit;

(v) if You fail to comply with Your obligations under this Agreement, the Credit Agreement or other applicable terms;

(vi) if this is required by order or request of the police, a court, a supervisory authority or any other competent authority;

(vii) if Monefit and/or the Card Issuer are no longer able to provide the Card or related card services due to decisions, actions or omissions of third parties involved in the Card issuing, payment processing or Card Scheme arrangements;

(viii) if You abuse Your rights or the services provided in connection with the Card; or

(ix) in any other case where immediate termination, blocking, suspension, restriction or cancellation is justified under applicable law or the applicable terms governing the Card or the related Credit.

11.4 Repayment of utilised Credit, together with any applicable fees, charges and other amounts payable by You in connection with the use of the Card, shall be made in accordance with the Credit Agreement. Cancellation, termination or expiry of the Card, or termination of this Agreement, does not release You from any payment obligations already incurred under the Credit Agreement and shall not terminate the Credit Agreement.

11.5 From the time termination of this Agreement takes effect, You must stop using the Card immediately and, if You hold a physical Card, You must destroy it securely without undue delay, including by cutting it through the chip.

11.6 Termination of this Agreement or cancellation of the Card does not affect any Transactions authorised before termination took effect, any related fees or charges, or any payment obligations already incurred by You under the Credit Agreement.

11.7 If, after termination takes effect, any Transaction, charge, fee, reversal or adjustment relating to prior use of the Card is identified, booked or processed, You remain liable for such amount in accordance with this Agreement and the Credit Agreement.

11.8 The Card shall be cancelled automatically, and this Agreement shall be deemed terminated, if the Credit Agreement is terminated for any reason.

12. REPORTING LOST OR STOLEN CARD

12.1 If Your physical Card is lost or stolen, or if You suspect that the Card, the PIN, the Card details or any Security Details have become known to, or are being used by, any unauthorised third party, You must immediately cancel the Card via the Monefit App, or report the matter by calling at +372 6685005. Following completion of any verification steps reasonably required by Monefit and/or the Card Issuer, the Card will be cancelled without undue delay in order to prevent further use. Monefit and/or the Card Issuer may also block or cancel the Card on their own initiative where there are reasonable grounds to suspect fraudulent, unauthorised or otherwise improper use of the Card.

12.2 You remain responsible for all Transactions made before the Card is blocked or cancelled, to the extent provided by this Agreement and applicable law.

12.3 Where a physical Card has been blocked or cancelled due to loss, theft, damage or suspected unauthorised use, Monefit and/or the Card Issuer may, but shall not be obliged to, issue a replacement Card. Any applicable replacement fee shall be charged in accordance with the Pricing Page.

12.4 You agree to cooperate with Monefit, the Card Issuer, any supervisory or regulatory authority and the police if Your Card is lost, stolen or suspected to have been used fraudulently.

12.5 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 Security Details safe or You have acted fraudulently, with undue delay or with gross negligence.

13. REPORTING UNAUTHORISED OR DISPUTED TRANSACTIONS

13.1 If You believe that a Transaction made using the Card was unauthorised or incorrectly executed, You must notify Monefit without undue delay after becoming aware of it and, in any event, no later than 13 months from the date on which the Transaction was debited, unless a longer period is required by applicable law.

13.2 Unless We have reasonable grounds to suspect fraud, or to conclude that You have acted intentionally or with gross negligence in breach of this Agreement, any refund due in respect of an unauthorised or incorrectly executed Transaction will be made without undue delay in accordance with applicable law.

13.3 You shall not be liable for unauthorised Transactions occurring after You have notified Monefit in accordance with Clause 12, unless You have acted fraudulently. Prior to such notification, Your liability shall be limited to EUR 50, except where You have acted fraudulently or with gross negligence.

13.4 Where You have made an authorised Transaction but have a dispute with the Merchant, Monefit and/or the Card Issuer will require You to submit a written claim and any supporting information or documents of the disputed transaction within 120 days of the Transaction date. The written claim and any supporting information or documents should be sent to Monefit using the contact form which can be found in the Monefit App or are otherwise made known to You. Alternatively, You can contact Monefit's customer services, in writing or by e-mail or telephone.

13.5 If You fail to provide the information or documents reasonably requested in connection with a disputed Transaction, Monefit and/or the Card Issuer may reject the claim to the extent permitted by applicable law.

13.6 If a refund is made in respect of a Transaction and it is later established that the Transaction was authorised, correctly executed or otherwise not refundable, Monefit and/or the Card Issuer may reverse the refund already made, to the extent permitted by applicable law.

13.7 In the event that a Transaction is made which is initiated by or through a Merchant, we will provide a refund of that amount, subject to this Clause, only in circumstances where You can prove that:

(i) the exact Transaction amount was not specified when You authorised the payment; and

(ii) the amount of the Transaction exceeds the amount that You could have reasonably expected, taking into account Your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case.

13.8 A request for a refund under the Clause 13.7 must be submitted without undue delay and no later than 8 weeks from the date on which the Transaction was debited, unless otherwise required by applicable law.

13.9 The refunds referred to above will not be provided if:

(i) the amount relates to currency exchange fluctuations; or

(ii) You have given Your consent to execute the Transaction directly to Us; or

(iii) information on the Transaction was provided or made available in an agreed manner to You at least 4 weeks prior to the due date of the Transaction; or

(iv) You request the refund from Us later than 8 weeks from the date on which it was debited.

If, following investigation, it is established that there have been unauthorised or incorrectly executed Transactions, provided that Your claim is made within the time limits specified in this Clause, You will not be liable for such Transactions.

13.10 If You dispute a Transaction that You have authorised and which has been processed on Your Card, You should settle this with the Merchant

13.11 If You have reason to believe that a Transaction was unauthorised, incorrectly executed or otherwise disputed, You may request an investigation by contacting Monefit customer support. Pending the outcome of the investigation, the disputed amount may be temporarily restricted against the Credit, where applicable. If it is later established that the Transaction was authorised, correctly executed or otherwise not refundable, Monefit and/or the Card Issuer may reject the claim or reverse any refund already made, to the extent permitted by applicable law. Any applicable investigation fee shall be charged in accordance with the Pricing Page.

14. LIMITATION OF LIABILITY

14.1 Neither Monefit nor the Card Issuer shall be liable for:

(i) any goods or services purchased using the Card, including their quality, safety, legality, delivery or any other aspect;

(ii) any refusal by a Merchant to accept the Card, or any failure by a Merchant to cancel or reverse an authorisation or pre-authorisation;

(iii) any loss of profit, loss of business, loss of opportunity or any indirect, consequential, special or punitive loss, except where such liability cannot be excluded under applicable law;

(iv) any fault, interruption or failure relating to the use of the Card, the Monefit App or related services caused by abnormal or unforeseeable circumstances beyond the reasonable control of Monefit and/or the Card Issuer, including any failure of data processing systems, communication systems, payment systems or third-party service providers;

(v) any suspension, restriction, blocking, cancellation, non-issuance, non-renewal or non-replacement of the Card where this is permitted under this Agreement, the Credit Agreement or applicable law;

(vi) any act or omission resulting from compliance with applicable law, regulatory requirements, sanctions, orders of competent authorities or applicable Card Scheme rules; or

(vii) any loss or damage arising from Your fraudulent, unlawful, intentional or grossly negligent act or omission, or from Your failure to comply with this Agreement.

14.2 To the extent permitted by applicable law, where Monefit and/or the Card Issuer are liable in connection with the Card or related services, such liability shall be limited to the amount of the relevant Transaction or, where applicable, the direct loss actually suffered by You.

14.3 Where the Card is defective due to the fault of Monefit and/or the Card Issuer, liability shall be limited to replacing the Card or otherwise restoring the relevant Card functionality, unless otherwise required by applicable law.

14.4 Where a Transaction amount has been incorrectly charged or deducted due to the fault of Monefit and/or the Card Issuer, liability shall be limited to refunding or correcting the relevant amount in accordance with applicable law.

14.5 Neither Monefit nor the Card Issuer shall be liable for any loss arising from Your failure to notify Monefit without undue delay of any change to Your name, address, e-mail address, telephone number or other relevant contact details, to the extent such loss results directly from such failure.

14.6 Nothing in this Agreement shall exclude or limit any liability which cannot be excluded or limited under applicable law.

15. CHANGES OF PERSONAL DETAILS OR FINANCIAL SITUATION

15.1 If You change Your address, phone number or e-mail address, You must update such personal details without undue delay in the Monefit App after completing the identity verification steps required by Monefit, including two-factor authentication, where applicable, or otherwise notify Monefit without undue delay. If You change Your name, You must notify Monefit customer support without undue delay and provide any documents or other evidence reasonably required by Monefit.

15.2 Monefit and/or the Card Issuer may at any time carry out checks to verify that the information and personal details provided by You are accurate, complete and up to date, including for the purposes of fraud prevention, anti-money laundering, sanctions screening and compliance with applicable law. For this purpose, Monefit and/or the Card Issuer may request additional information, documents or evidence from You and may carry out electronic identity verification checks directly or through third-party service providers.

15.3 You must also notify Monefit without undue delay of any change in Your circumstances that may affect the Card, this Agreement or the Credit Agreement.

16. PROCESSING OF YOUR PERSONAL DATA

16.1 Monefit and the Card Issuer each act as independent controllers in respect of the personal data they process in connection with the Programme, the Card, related services and compliance with their respective legal and regulatory obligations, unless expressly stated otherwise. Each of them processes personal data in accordance with its own privacy policy.

16.2 Monefit processes personal data in connection with the offering, administration and servicing of the Programme, the Card, the Monefit App and the related Credit Agreement, including for customer support, fraud prevention, anti-money laundering and sanctions compliance, identity verification, risk assessment, security, dispute handling and compliance with applicable law.

16.3 The Card Issuer processes personal data in connection with the issuance of the Card, the provision of card-related payment services, the execution and processing of Transactions, fraud prevention, security, regulatory compliance and the performance of its obligations under applicable law and Card Scheme.

16.4 The categories of personal data processed may include identification data, contact details, date of birth, Transaction data, financial information, technical and device-related information, communication data and other information necessary for the purposes described in the applicable privacy policy.

16.5 Monefit and/or the Card Issuer may use processors and other service providers in connection with the processing of personal data, and may share personal data with third parties where necessary for the issuance and use of the Card, the performance of this Agreement or the Credit Agreement, fraud prevention, anti-money laundering and sanctions compliance, regulatory reporting, dispute handling or compliance with applicable law.

16.6 Monefit and/or the Card Issuer may also carry out identification, verification and other checks directly or through third-party service providers, including automated checks, to the extent permitted by applicable law.

16.7 Personal data may be disclosed to competent authorities, supervisory authorities, law enforcement authorities, courts, payment service providers and other parties where required or permitted by applicable law.

16.8 Further information on how Your personal data is processed, including information on legal bases, retention periods, recipients of personal data, international transfers and Your rights under applicable data protection law, is set out in the privacy policy of Monefit and the Card Issuer, respectively.

16.9 You may exercise Your rights under applicable data protection law by contacting Monefit and/or the Card Issuer in accordance with the relevant privacy policy.

17. COMMUNICATION

17.1 Any communication to You under this Agreement may be provided through the Monefit App, by e-mail or by other means agreed with You, using the most recent contact details provided by You.

17.2 You may contact Monefit through the customer support channels made available in the Monefit App or by e-mail info@monefit.ee.

18. COMPLAINTS

18.1 If You are dissatisfied with the Card or the related services provided under this Agreement, You should first contact Monefit through the customer support channels made available in the Monefit App.

18.2 Monefit will review Your complaint and respond in accordance with its complaints procedure available to You at Monefit's website and applicable law.

18.3 If Your complaint concerns the Card Issuer's payment services and is not resolved by Monefit, the complaint may be escalated to Moorwand Limited. Email address: operations@moorwand.com; Website: www.moorwand.com. For further instance, contact the issuer Heuro SAS at support@ouitrust.com.

18.4 If You remain dissatisfied after the complaint has been handled, You may have the right to refer the complaint to the French Mediateur or another competent authority, in accordance with applicable law.

French Mediateur

Address: Maître Carol SABA, Le Mediateur de la Consommation AFEPAME, A l'attention du Médiateur de la Consommation de l'AFEPAME, c/o WEBHELP, Zac de Gray Impasse Clément Ader 70100 Gray;
Email: contact@mediateur-consommation-afepame.fr
Website: https://mediateur-consommation-afepame.fr/

19. CHANGES TO THESE TERMS AND CONDITIONS

19.1 Except where a change is required immediately by applicable law, security considerations or exceptional circumstances, Monefit and/or the Card Issuer will give You at least 60 days' prior notice of any proposed changes to this Agreement on a durable medium, including through the Monefit App, by e-mail or by other agreed means.

19.2 You will be deemed to have accepted the proposed changes unless You notify Monefit before the proposed date of entry into force that You do not accept them. Each notice of proposed changes shall inform You that You will be deemed to have accepted the changes unless You notify Monefit of Your objection before the proposed date of entry into force, and that You have the right to terminate this Agreement and cancel the Card free of charge before that date.

19.3 If You do not accept the proposed changes, You have the right to terminate this Agreement and cancel the Card free of charge before the proposed date on which the changes would enter into force. For the avoidance of doubt, such termination applies only to this Agreement and the Card and does not terminate the Credit Agreement.

19.4 Changes that are more favourable to You, or that are required by applicable law and may be applied immediately, may take effect without prior notice where permitted by applicable law.

20. MISCELLANEOUS

20.1 These Terms and Conditions and the Pricing Page are drawn up in Estonian and translated into English and Russian. The Estonian version is the binding version. The English and Russian versions are provided for convenience only. In the event of any inconsistency between the Estonian and any translated versions, the Estonian version shall prevail. Monefit and the Cardholder shall communicate in Estonian, unless the Parties agree to communicate in English or Russian.

20.2 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Republic of Estonia.

20.3 Any disputes arising out of or in connection with this Agreement shall first be resolved through negotiations, taking into account Monefit's customer complaints procedure. If no agreement is reached, such disputes shall be resolved by the courts of Estonia. If, after entering into this Agreement, You reside in a foreign country or if Your place of residence is unknown at the time a claim is filed, such disputes shall be resolved by Harju County Court.

20.4 Neither Monefit nor the Card Issuer shall be liable for any delay or failure to perform any obligation under this Agreement to the extent such delay or failure is caused by circumstances beyond its reasonable control, including any act of war, hostility, sabotage, act of God, fire, explosion, flood or other natural disaster, electrical, internet or telecommunications outage, governmental act, order or regulation, strike, failure of payment systems, actions of acquirers or processors, or any other event beyond reasonable control.

20.5 If any provision of this Agreement is found to be invalid, inconsistent with any applicable legal or regulatory requirement, void or unenforceable under applicable law, that provision shall be deemed amended to the minimum extent necessary to make it valid and enforceable and, if such amendment is not possible, it shall be deemed deleted. The validity, legality and enforceability of the remaining provisions shall not be affected.

20.6 Monefit and/or the Card Issuer may assign, transfer, subcontract or otherwise delegate any of their rights or obligations under this Agreement to any third party, provided that such assignment, transfer, subcontracting or delegation does not reduce Your rights under this Agreement or applicable law. You may not assign or transfer any of Your rights or obligations under this Agreement without the prior written consent of Monefit.

20.7 Any delay or failure by Monefit and/or the Card Issuer to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy and shall not prevent its exercise at any later time.

20.8 The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.