

Rewire Holding Ltd Prepaid Mastercard®

Terms and Conditions

Valid as of May 2021.

IMPORTANT INFORMATION: These terms and conditions (“**Agreement**”) govern the use of the Payment Services defined in Clause 1, which are supplied by PFS Card Services (Ireland) Limited, Front Office, Scurlockstown Business Park, Trim, Co. Meath, C15 K2R9, Ireland whose details are in Clause 2 (“**we**”, “**us**”, “**our**”) to any person whose application we approve (“**Customer**”, “**you**”, “**your**”). Words that begin with a capital letter have the meaning given either where they first appear in this Agreement or in Clause 1. This Agreement includes the terms of our <[Privacy Policy](#)>.

By activating your Card, you agree that you have read and understood the terms of this Agreement (a copy of which you may download and store at any time). This Agreement shall commence at that time and continue unless cancelled under Clause 10 or terminated under Clause 12. We reserve the right to change this Agreement by giving 2 months’ notice to you in accordance with Clause 18. If we do this, you may terminate this Agreement immediately and without charge before the proposed changes take effect, otherwise you shall be deemed to have accepted such changes when the 2 months’ notice expires. However, you agree that changes to the Applicable Exchange Rate may be applied immediately and at the rate quoted via the Payment Service at the time of the relevant Transaction. **Please also read the conditions of redemption, in Clause 11 before activating your Card.**

We will communicate with you in English (the language in which this Agreement was agreed with you on registration for your Account). Key information relating to your Transactions will be provided to you at the email address you register with us and/or in your Account. You may access, download and print this information at any time by logging in to your Account. In addition, you agree that we may provide notices or other information to you from time to time by posting it in your Account, emailing it to your registered email address, mailing it to your registered physical address, calling you by phone or sending you mobile messages. Notices to you by email or mobile messages shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Notices sent by registered mail shall be deemed to have been received three days after the date of mailing. You may contact us as specified in Clause 2.

You may request a copy of any legally required disclosures (including this Agreement) from us via the contact details in Clause 2, and we will provide this to you in a form which enables you to store the information in a way that is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored via, for example; our website, your Account or by email.

SEPA Direct Debits: This Agreement includes the SEPA Direct Debit Addendum set out in Appendix A. Any SEPA Direct Debits effected under this Agreement are subject to the SEPA Direct Debit Rulebook which can be viewed at the following link:

<https://www.europeanpaymentscouncil.eu/sites/default/files/kb/file/2020-04/EPC016-06%202019%20SDD%20Core%20Rulebook%20version%201.1.pdf>

1. Definitions & Interpretation

In this document, if we use words that start with a capital letter, that means the word has been defined in this 'Definition & Interpretation' section.

"Account" or "E-Wallet"	a data account in our systems where we record your Available Balance, Transaction Data and other information from time to time;
"Account Closure Fee"	has the meaning given in the attached Fees & Limits Schedule;
"Account Information Service"	an online service to provide consolidated information on one or more payment accounts held by the payment service user with another payment service provider or with more than one payment service provider;
"Account Information Service Provider" or "AISP"	the supplier of an Account Information Service;
"Additional Cardholder"	where applicable, a person who holds a Secondary Card;
"Applicable Exchange Rate"	the exchange rate available on our website https://prepaidfinancialservices.com/en/exchange-rates ;
"ATM"	an automated teller machine is an electronic telecommunications device that enables Customers to perform financial transactions, particularly cash withdrawal, without the need for a human cashier, clerk or bank teller;
"Authorised Person"	any person to whom you authorise us to access your Account;
"Available Balance"	the amount of E-money issued by us to you but not yet spent or redeemed;
"Business Day"	Monday to Friday, 0900hrs to 1700hrs GMT, excluding bank and public holidays in Ireland;

"Card"	a prepaid Mastercard card issued by us and linked to your Account, which can be used to spend your Available Balance wherever Mastercard cards are accepted;
"Card Replacement Fee"	has the meaning given in the attached Fees & Limits Schedule;
"Card Scheme"	the operator of the payment scheme under which we issue each Card;
"Customer Due Diligence"	the process we are required to go through to verify the identity of our Customers;
"Customer Funds Account"	the segregated bank account where we hold relevant funds corresponding to your Available Balance in accordance with the safeguarding provisions of the Electronic Money Regulations 2011;
"E-money"	monetary value issued by us to your Account on receipt of funds on your behalf in our Customer Funds Account, equal to the amount of funds received;
"European Economic Area" or "EEA"	the European Union ("EU") member states, as well as Iceland, Liechtenstein and Norway;
"Fees"	the fees payable by you for the Payment Services as specified in the attached Fees & Limits Schedule;
"GBP account"	a GBP account used to identify bank accounts for the purpose of transfer GBP.
"IBAN"	an International Bank Account Number used to identify bank accounts for the purposes of international payments;
"Merchant"	a retailer who accepts Payment for the sale of goods or services to you;
"Payment"	a payment for goods or services using a Card;
"Payment Initiation Service"	an online service to initiate a payment order at the request of the payment service user with respect to a payment account held at another payment service provider;
"Payment Initiation Service Provider" or ("PISP")	a payment service provider who supplies a Payment Initiation Service;
"Payment Services"	the services supplied by us to you under this Agreement, including issuing Cards and Accounts; and executing Transactions;
"PCSIL IBAN"	a virtual IBAN issued by our bank service provider that we allocate to your Card or your Account which can be used by you or others for SEPA Direct

Debits or for the purpose of making a SEPA Transfer of funds that will result in a credit of the relevant funds to your Account;

"Redemption Fee"	means the fee applied by us for the return of funds to an IBAN Account holder, or Cardholder following a request for redemption by an IBAN Account holder Cardholder under this Agreement, as specified in the attached Fees & Limits Schedule;
"Secondary Card"	where applicable, any extra Card which is issued to a Customer or Authorised Person;
"SEPA Transfer"	a facility whereby you instruct us to send Euros to a bank account elsewhere in the Single Euro Payments Area (" SEPA "), quoting the IBAN of the intended recipient of the funds;
"SEPA Direct Debit"	an automated payment method set up between you and us to send payments to organisations in accordance with a direct debit mandate given by you to the organisation which manages the frequency and amount of each payment;
"UK Direct Debit"	and automated payment method set up between you and an organisation to allow them to collect amounts from your GBP account.
"Simplified Due Diligence"	a lighter form of Customer Due Diligence, resulting in certain lower Card and Account limits;
"Transaction"	a Payment, a Transfer or a SEPA Transfer;
"Transfer"	a transfer of E-money from one Account to another Account;
"Virtual Card"	a Card number issued by us for the purpose of making a single Payment without also issuing any corresponding physical card;

2. Contact and Regulatory Information

- 2.1. Your Card or Account can be managed online at www.Saurus.com or via email to support@saurus.com or by phone to +34 646493599. To report your Cards lost or stolen please call +34 646493599 or email support@saurus.com .
- 2.2. The issuer for Your Saurus.com Prepaid Mastercard Card and provider of the Payment Services is PFS Card Services (Ireland) Limited (PCSIL). PCSIL is registered in Ireland under Company Registration Office Number is 590062. Registered Office: Front Office, Scurlockstown Business Park, Trim, Co. Meath, C15 K2R9.
- 2.3. Saurus.com is a product of Rewire Holding Ltd.
- 2.4. PCSIL is authorised and regulated as an e-money issuer by the Central Bank of Ireland registration number C175999.
- 2.5. Details of the PCSIL authorisation by the Central Bank of Ireland is available on the public register at <http://registers.centralbank.ie/DownloadsPage.aspx> .
- 2.6. PFS Card Services (Ireland) Limited acts as the programme issuer.

- 2.7. Rewire Holding Ltd is the programme manager. Rewire Holding Ltd is registered in the UK with registered office 1 Stannary street, 32 The Lycee, London SE11 4AD.PCSIL is licensed as an Affiliate member with the Mastercard Scheme. Mastercard is a registered trademark of Mastercard International Incorporated.

3. Type of Service, Eligibility and Account Access

- 3.1. Your Card is not a credit card and is not issued by a bank. Regardless of the type of Card(s) you have, you will have only one Account where your Available Balance is located.
- 3.2. Your Payment Services may not be activated unless we have been provided with the required information so that we may identify you and can comply with all applicable Customer Due Diligence requirements. We shall keep records of such information and documents in accordance with all applicable legal and regulatory requirements.
- 3.3. Reference to a currency (e.g. Euros € or Sterling) shall mean that amount or the local currency equivalent in which your Card is denominated.
- 3.4. Any Transaction on your Card in a currency other than the currency in which your Card is denominated, will require a currency conversion using an Applicable Exchange Rate.
- 3.5. The Available Balance on your Card and/or Account will not earn any interest.
- 3.6. The Payment Services are prepaid payment services and not a credit or bank product, you must therefore ensure that you have a sufficient Available Balance from time to time to pay for your Transactions and applicable Fees. If for any reason a Transaction is processed, and the Transaction amount exceeds the Available Balance, you must repay us the amount of such excess immediately and we shall be entitled to stop any existing or subsequent Transactions from proceeding.
- 3.7. This Agreement does not give you any rights against the Card Schemes, its affiliates or any third party.
- 3.8. Only persons over 18 years of age are entitled to register for the Payment Services.
- 3.9. Each time you seek access to the Account we will ask for your Access Codes (as defined in Clause 8). As long as the correct Access Codes are entered, we will assume that you are the person giving instructions and making Transactions and you will be liable for them, except to the extent provided for in Clause 8. We can refuse to act on any instruction that we believe: (i) was unclear; (ii) was not given by you; or (iii) might cause us to breach a legal or other duty; or if we believe the Payment Service is being used for an illegal purpose.
- 3.10. We will do all that we reasonably can to prevent unauthorised access to the Account. As long as you have not breached the other terms contained in this Clause 3 or Clause 8, we will accept liability for any loss or damage to you resulting directly from any unauthorised access to the Account pursuant to Clauses 14 and 15 of this Agreement.

4. Service Limits , Transfers & SEPA Direct Debits & Transfer Payments

- 4.1 Transactions may be restricted by Card or Account type, individual usage patterns and payment risk profiles. Cards are issued in accordance with regulatory limits and conditions. Limits relating to the use of Cards can be found in the attached Fees & Limits Schedule and on our website at www.saurus.com . For anti-money laundering and anti-fraud reasons we reserve our rights to change particular payment restrictions (including from those published or included herein) without notice and to the extent required to meet our regulatory obligations.

- 4.2 Simplified Due Diligence may be restricted to domestic ATM access, along with reduced annual maximum load limits and capped annual withdrawal limits. These limits will be subject to Scheme and regulatory requirements.
 - 4.3 You can make a Transfer to another Account by signing into your Account and following the relevant instructions.
 - 4.4 When sending funds to your Account with us, we recommend that you or other senders make a SEPA Transfer using your PCSIL IBAN or a GBP Transfer using your PCSIL GBP sort code/account number.
 - 4.5 We cannot be held liable for the payment process or fees associated with bank(s) and or intermediary bank(s) to process payments from you to us. Any fee(s) charged by third parties, not limited to receiving, processing or crediting a payment for you will be deducted by us before crediting the remaining balance to you.
 - 4.6 You are responsible for checking and confirming payment details and fees before making a payment to us or to your Account.
 - 4.7 PCSIL will credit payments received to your Account at least once a day and before the end of the Business Day. Amounts received after the cut off period will be processed the next Business Day and you will hold PCSIL free and clear from any responsibility in this regard.
 - 4.8 You may be asked to provide us with evidence of source of funds in order for us to meet our regulatory requirements, in which case you agree to provide that evidence promptly. You represent and warrant to us that the evidence you provide to us is up to date, complete and accurate.
 - 4.9 Where so enabled you may change your PIN at selected ATMs subject to a Fee.
 - 4.10 Where enabled, you may be eligible to instruct companies to create regular SEPA Transfers from your Irish issued and registered Account. You will be responsible for ensuring that the correct details are provided in order for the SEPA Transfer to be created for you. You must ensure at all times that you have a sufficient balance on your Account to allow for the funds to be debited from your Account. You are responsible for checking the terms and conditions that have been provided to you by the SEPA Transfer originator. PCSIL and/or Rewire Holdings, reserve(s) the right to decline or terminate any SEPA Transfer instruction(s) that you have requested.
 - 4.11 You may incur a charge for unpaid SEPA Transfers if there are not enough funds in your Account to pay an incoming SEPA Transfer request.
 - 4.12 UK Direct Debit will be in GBP, you will be able to allow other organizations to make regular Direct Debits from your Account in GBP. You will be responsible for ensuring that the correct data is provided in order to create such Direct Debits. You will always need to ensure that you have Sufficient Available Balance so that funds can be withdrawn from your Account. You will be responsible for verifying the terms and conditions provided by the beneficiary organization of the Direct Debt payments. You may incur costs for unpaid UK Direct Debits if you do not have enough Available Balance to pay any incoming request for Direct Debt.
 - 4.13 SEPA Direct Debit transactions will be in euros. You may instruct PCSIL to setup a SEPA Direct Debit collection. You must let us know who may / may not collect SEPA Direct Debits from your account.
- 5. Use of the Payment Services**
- 5.1. You may access your Account information by logging into your Account through our website. From here you will be able to view details on your Transactions, including dates, currencies,

charges or exchange rates applied. This information is accessible at any time and can be stored and reproduced as necessary.

- 5.2. You can use the Payment Services up to the amount of the Available Balance for Transactions.
- 5.3. If the Available Balance is insufficient to pay for a Payment, some Merchants will not permit you to combine use of a Card or Account with other payment methods.
- 5.4. The value of each Transaction and the amount of any Fees payable by you under this Agreement will be deducted from the Available Balance.
- 5.5. Once a Transaction is authorised, the relevant payment order may not be withdrawn (or revoked) by you after the time it is received by us, except for Direct Debits, for which you may revoke the payment order up until the end of the Business Day before the day agreed for debiting the funds (see Clause 5.6). A Transaction will be deemed to have been received by us at the time you authorise the Transaction as follows:
 - i. For Payments and ATM Transactions, at the time we receive the payment order for the Transaction from the Merchant acquirer or ATM operator, and
 - ii. A payment order for a Transfer or SEPA Transfer and Direct Debit is provided to and received by us at the time it is issued by you via the Account;

Any Direct Debit will remain in effect until revoked by you at the latest by the end of the Business Day preceding the latest execution date for the relevant Direct Debit. You accept responsibility for cancelling any Direct Debit on your Account with the relevant organisation it was intended to pay. Neither we nor Rewire Holding LTD (Saurus.com) will be able to do this on your behalf and cannot accept liability for any losses due to late or non-cancellation of Direct Debits.

- 5.6. Where a revocation of an authorised payment is agreed between us and you, we may charge a Fee for revocation.
- 5.7. We will ensure that the amount of a SEPA Transfer is credited to the payment service provider of the payee by end of the Business Day following the time of the receipt of your payment order. If the payment service provider of the Merchant is located outside the EEA, we will effect payment as soon as possible and in any event as required by applicable law.
- 5.8. In order to protect you and us from fraud, Merchants may seek electronic authorisation before processing any Payment. If a Merchant is unable to get an electronic authorisation, they may not be able to authorise your Payment.
- 5.9. We may refuse to authorise any use of the Payment Services which could breach these terms and conditions or if we have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud or any other illegal or un-permitted use of the Payment Services.
- 5.10. Your ability to use or access the Payment Services may occasionally be interrupted, for example if we need to carry out maintenance on our Systems. Please contact Customer Services via our website to notify us of any problems you are experiencing using your Card or Account and we will endeavour to resolve any problem.
- 5.11. Where applicable, you may apply to us for up to 3 Secondary Cards, for use by Additional Cardholders on your Account. Additional Cardholders, for whom you are legally responsible, must be 13 years of age or older. All other Additional Cardholders must be 18 years of age or older. It is your responsibility to authorise the Transactions incurred by each Additional Cardholder on the relevant Secondary Card and to ensure that the Additional Cardholder keeps

to the provision of this Agreement. You are responsible for their use of the Secondary Card and for paying any amounts they add to your Account even if the Additional Cardholder does not keep to the provisions of this Agreement. We accept no responsibility or liability of any kind whatsoever for use of any Secondary Card by any Additional Cardholder for Transactions not authorised by you. If you successfully register and request one, we will send you a Secondary Card in the name of the Additional Cardholder with a copy of this Agreement, for which we will charge you an Additional Card Fee. Upon receipt of the Secondary Card, you may give the Secondary Card to the Additional Cardholder for their use, subject to:

- i. you providing them with the copy of this Agreement (by using the Secondary Card the Additional Cardholder consents to the terms of this Agreement, which will then bind you and the Additional Cardholder in relation to the use of the Secondary Card);
 - ii. the condition that the Secondary Card must only be used by that person;
 - iii. you continuing to hold the Account and the Card with which the Secondary Card is associated;
 - iv. you informing the Additional Cardholder that you have retained the Primary Card and that you are still able to use the Account;
 - v. us obtaining such further information and documentation in order to enable us to comply with all applicable Customer Due Diligence anti-money laundering requirements in relation to the Additional Cardholder.
- 5.12. You will remain responsible for the use of the Payment Services, and for any Fees and charges incurred by the Additional Cardholder(s), and you will continue to be regarded as the holder of any funds already or subsequently loaded on the Account. The use of a Card in relation to which an Additional Cardholder has been registered will be regarded as confirmation that you have provided the Additional Cardholder with this Agreement.
- 5.13. You or any Additional Cardholder may ask us to remove that Additional Cardholder, and in that case, you must cut the relevant Secondary Card in half.
- 5.14. You agree that we may give information about your Account to each Additional Cardholder and restrict what Additional Cardholders can do in relation to your Account.
- 5.15. Except as required by law, we shall not be responsible, and you will be solely responsible, for compiling and retaining your own copy of the data in your Account and your activities in connection with this Agreement. Upon the termination of this Agreement for any reason, we shall have no obligation to store, retain, report, or otherwise provide any copies of, or access to, the Transaction data or any records, documentation or other information in connection with any Transactions or the Account.
- 5.16. You agree to only use the Payment Services for lawful purposes and to adhere at all times to all laws, rules, and regulations applicable to the use of the Payment Services, including the terms of this Agreement.
- 5.17. You may not use the Payment Services to receive or transfer any funds on behalf of any other natural person or legal entity.

6. Access by Third Party Providers

- 6.1. You may consent to regulated third party providers (PISPs or AISPs) accessing your Account online to make payments or obtain information about balances or Transactions on your Card and/or Account.

- 6.2. The PISPs and/or AISPs must be appropriately registered and authorised in accordance with PSD2. You should check with the regulatory authority of the relevant country before giving consent to the relevant PISP/AISP.
- 6.3. Any consent you give to a third-party provider is an agreement between you and it, we will have no liability for any loss whatsoever, as a result of any such agreement.
- 6.4. Before giving consent, you should satisfy yourself as to what degree of access you are consenting to, how it will be used and who it may be passed on to.
- 6.5. You should make yourself aware of any rights to withdraw the consent of access from the third-party provider and what process it has in place to remove access.
- 6.6. To the extent permitted by law or regulation and subject to any right to refund you may have under this Agreement, between you and us, we are not responsible for any actions that the relevant third party takes in relation to suspending or terminating your use of their service or for any resulting losses. We are also not responsible for, or a party to, any agreement that you enter into with any relevant third party. You should make sure that you read and comply with such agreement or other applicable policies and note that this Agreement will continue to apply between us including to any Payment Services and our Fees as stated continue to apply.
- 6.7. Where appropriate, we may deny access to your Account, to any third party where we consider such access to be a risk of money laundering or terrorism financing, fraud or other criminal activity. Should we need to take these actions and where possible, we will give reasons for doing so unless restricted by law or for internal security reasons.

7. Condition of Use at Certain Merchants

- 7.1. In some circumstances we or Merchants may require you to have an Available Balance in excess of the Payment amount. For example, at restaurants you may be required to have 15% more on your Card than the value of the bill to allow for any gratuity or service charge added by the restaurant or you.
- 7.2. In some circumstances Merchants may require verification that your Available Balance will cover the Payment amount and initiate a hold on your Available Balance in that amount, examples include rental cars. In the event a Merchant places a pre-authorisation on your Account, you will not have access to these funds until the Payment is completed or released by the Merchant which may take up to 30 days.
- 7.3. If you use your Card at an automated fuelling station, subject to Merchant acceptance, your Card may need to be pre-authorised for a pre-determined amount in the relevant currency. If you do not use the whole pre-authorisation or do not have Available Balance to obtain a pre-authorisation, it is possible that the pre-authorised amount will be held for up to 30 days before becoming available to you again.
- 7.4. Some Merchants may not accept payment using our Payment Services. It is your responsibility to check the policy with each Merchant. We accept no liability if a Merchant refuses to accept payment using our Payment Services.
- 7.5. In relation to any dispute between the you and a Merchant, provided you are able to satisfy us that you have already made all efforts to resolve the dispute with the relevant Merchant, we will attempt to assist you so far as is reasonably practicable. We may charge you a chargeback processing fee as referenced in the Fees & Limits Schedule provided to you with this document, for any such assistance we may give you with any dispute. If there is an unresolvable dispute with a Merchant in circumstances where the Card has been used for a

Payment, you will be liable for the Payment and will have to resolve this directly with the relevant Merchant.

8. Managing & Protecting Your Account

- 8.1. You are responsible for the safekeeping of your username and password for your Account (“**Access Codes**”) and the personal identification number for your Card (“**PIN**”).
- 8.2. Do not share your PIN with anyone. You must keep your PIN safe and separate from your Card or any record of your Card number and not disclose it to anyone else. This includes:
 - i. memorising your PIN as soon as you receive it, and destroying the post mail or other authorised communication used to transmit it to you;
 - ii. never writing your PIN on your Card or on anything you usually keep with your Card;
 - iii. keeping your PIN secret at all times, including by not using your PIN if anyone else is watching;
 - iv. not disclosing your PIN to any person.
- 8.3. The user of the Card(s) must sign the signature strip on any Personalised Card immediately when received.
- 8.4. Do not share your Access Codes with anyone except an Authorised Person. If you disclose the Access Codes to any Authorised Person, you are responsible and liable for their access, use or misuse of the Account, their breach of the terms of this Agreement or disclosure of the Access Codes.
- 8.5. The Payment Services may only be used by you and each Additional Cardholder or Authorised Person.
- 8.6. You must not give the Card to any other person or allow any other person to use the Payment Services except Authorised Persons or Additional Cardholders. You must keep the Card in a safe place.
- 8.7. Failure to comply with Clauses 8.2 and/or 8.5 may affect your ability to claim any losses under Clause 14 in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, intentionally, with undue delay or with gross negligence. In all other circumstances your maximum liability shall be as set out below at Clause 15.
- 8.8. If you believe that someone else knows your Account or Card security details, you should contact us immediately in accordance with Clause 13.
- 8.9. Once your Card has expired (see Clause 11), or if it is found after you have reported it as lost or stolen, you must destroy your Card by cutting it in two, through the magnetic strip.

9. Identity Verification

- 9.1. If you enter into Transactions over the internet, some websites require you to enter your name and address. In such cases you should supply the most recent address which has been registered with us by you as the Account address. The Account address is also the address to which we will send any correspondence.
- 9.2. You must notify us within 7 days of any change in the Account address or your other contact details. You can notify us by contacting Customer Services who may require you to confirm such notification in writing. You will be liable for any loss that directly results from any failure to notify us of such a change as a result of undue delay, your gross negligence or fraud. We will need to verify your new Account address and shall request the relevant proofs from you.

- 9.3. We reserve the right at any time to satisfy ourselves as to your identity and home address (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 Account, you authorise us to perform electronic identity verification checks directly or using relevant third parties.

10. Right to Cancel ("Cooling-Off')

You have a right to withdraw from this Agreement under the following conditions:

- 10.1. Where you purchased the Payment Services then you have a "Cooling Off" period of 14 days beginning on the date of the successful registration of your Account, to withdraw from this Agreement and cancel the Payment Services, without any penalty but subject to deduction of any reasonable costs incurred by us in the performance of any part of the provision of services before you cancel. You must contact us within this 14-day period and inform us that you wish to withdraw from this Agreement, and you must not use the Payment Services. We will then cancel the Payment Services and reimburse the amount of Available Balance on the Account to you. However, we reserve the right to hold the Available Balance for up to 30 business days from receipt of your instructions before returning the balance, to ensure that details of all Transactions have been received.
- 10.2. After the Cooling Off period you may only terminate the Payment Services as described in Clause 12.

11. Expiry & Redemption

- 11.1. Your Card has an expiry date printed on it (the "**Expiry Date**"). The Card (and any Secondary Card) and any PCSIL IBAN linked to the Card will no longer be usable following the Expiry Date, and you must not use it after that time, but you will still be able to receive and send funds to and from the Account associated with the Card.
- 11.2. If a Card expires before your Available Balance is exhausted, you can contact Customer Services to request a replacement Card, provided you do so within 14 days before the Expiry Date printed on your Card and subject to payment of a Fee (where specified). We reserve the right to issue you with a replacement for an expired Card even if you have not requested one. If you have not requested a replacement Card, you will not be charged a Card Replacement Fee.
- 11.3. If your PCSIL IBAN is linked to your Account, rather than linked to your Card, then it will not expire when the Card expires, but will be available to use as long as the Account is available for your use.
- 11.4. Your funds are available for redemption by contacting us at any time. We reserve the right to request identification documentation in order to ensure redemption is performed in strict accordance with applicable law.
- 11.5. When redemption is requested by you before the termination of this Agreement in accordance with clause 12, or more than one (1) year after the date of termination of this Agreement in accordance with clause 12, we shall charge a Redemption Fee.
- 11.6. Provided that your request for redemption is made less than 12 months following the date on which this Agreement ends under Clause 12, redemption will not incur any Redemption Fee.

- If you make a request for redemption more than 12 months after the date on which this Agreement ends under Clause 12 an Account Closure Fee may be charged (where specified).
- 11.7. We shall have the absolute right to set-off, transfer, or apply sums held in the Account(s) or Cards in or towards satisfaction of all or any liabilities and Fees owed to us that have not been paid or satisfied when due.
- 11.8. We shall have the absolute right to close your Account and submit a chargeback claim for the relevant Transactions if your Account is in negative standing for more than 60 days. If our chargeback is successful, funds paid to your Account may only be used to credit your Card or Account, and your Account will remain closed.
- 11.9. If your Account is inactive (including without limitation no access to the account or payment Transactions) for at least 2 consecutive years and has an Available Balance, we may (but we are not obliged to) notify you by sending an e-mail to your registered e-mail address and give you the option of keeping your Account open and maintaining or redeeming the Available Balance. If you do not respond to our notice within thirty (30) days, we will automatically close your Account and initiate a Transfer of your Available Balance to the last payment account notified by you to us (your "Nominated Bank Account").

12. Termination or Suspension of Your Account and/or Processing of Transactions

- 12.1. We may terminate this Agreement and your use of the Payment Services with prior notice of at least 2 months.
- 12.2. Your use of your Card and any PCSIL IBAN linked to the Card ends on the Expiry Date in accordance with Clause 11.2.
- 12.3. This Agreement and your use of the Payment Services will also end when your ability to initiate all Transactions ceases.
- 12.4. We may terminate or suspend, for such period as may reasonably be required, your use of the Payment Services in whole or in part at any time or the processing of any Transaction(s) if:
- i. there is any fault or failure in the relevant data processing system(s);
 - ii. we reasonably believe that you have used or are likely to use the Payment Services, or allow them to be used, in breach of this Agreement or to commit an offence;
 - iii. any Available Balance may be at risk of fraud or misuse;
 - iv. we suspect that you have provided false or misleading information;
 - v. we are required to do so by law, the police, a court or any relevant governmental or regulatory authority;
 - vi. we are required to fulfil our legal obligations in relation to the fight against money laundering and financing of terrorism;
 - vii. there is suspicion of unauthorised or fraudulent access to or use of your Account or that any of its security features have been compromised, including the unauthorised or fraudulent initiation of a Transaction;
 - viii. we have reasonable grounds to believe you are carrying out a prohibited or illegal activity;
 - ix. we are unable to verify your identity or any other information pertaining to you, your Account or a Transaction.
- 12.5. If any Transactions are found to have been made using your Card after expiry or any action has been taken by us under Clause 12.4, you must immediately repay such amounts to us.

- 12.6. Where it is practicable and lawful for us to do so or would not compromise reasonably justified security reasons, we will notify you via email of the suspension or restriction and the reasons for it before such measures take place or immediately thereafter.
- 12.7. We will reinstate your Account or execute the relevant Transaction(s) as soon as practicable after the reasons pursuant to Clause 12.4 no longer apply or exist.
- 12.8. If you wish to terminate the Payment Services at any time, you must request termination and the return of your Available Balance by email to our address in Clause 2 from the email address registered in your Account. Our Customer Services department will then suspend all further use of your Payment Services.
- 12.9. Once we have received all the necessary information from you (including any Customer Due Diligence) and all Transactions and applicable Fees and charges have been processed, we will refund to the you any Available Balance less any Fees and charges payable to us, provided that:
 - i. you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
 - ii. we are not required to withhold your Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.
- 12.10. Once the Payment Services have been terminated, it will be your responsibility to destroy the Card(s) that were provided to you.
- 12.11. If, following reimbursement of your Available Balance, 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 as a debt.

13. Loss or Theft of your Card or Misappropriation of Your Account

- 13.1. If your Card is lost or stolen or if you think someone is using your Card, PIN and/or Access Codes without your permission or if your Card is damaged or malfunctions:
 - i. you must contact us as soon as possible and you must provide us with your Account or Card number and either your Username and Password or some other identifying details acceptable to us so that we can be sure we are speaking to you; and
 - ii. Provided we have obtained your consent to close the Account, we will then provide you with a replacement Card with a corresponding new Account loaded with an amount equivalent to your last Available Balance.
- 13.2. Once we have been notified of any loss or theft, we will suspend the Payment Services as soon as we are able, to limit any further losses (see Clause 14). We can only take steps to prevent unauthorised use of the Payment Services if you can provide us with the Account or Card number and Username and Password and if you can produce sufficient details to identify yourself and the relevant Account.
- 13.3. Replacement Cards will be posted to the most recent Account address registered by you. Failure to provide the correct address will result in a Card Replacement Fee.
- 13.4. If you subsequently find or retrieve a Card that you have reported lost or stolen, you must immediately destroy the found Card by cutting it in half through the magnetic stripe and chip.
- 13.5. You agree to help us, our agents, regulatory authorities and the police if your Card is lost, stolen or if we suspect that the Payment Services are being misused.

14. Liability for Unauthorised or Incorrectly Executed Transactions

- 14.1. Subject to Clauses 14.2, 14.3 and 14.6, we will reimburse you in full for all unauthorised Transactions sent from your Account immediately and in any event no later than the end of the following Business Day after noting or being notified of the Transaction (except where we have reasonable grounds for suspecting fraud), provided that you have informed us of the unauthorised Transaction without undue delay after becoming aware of the Transaction and in any event, no later than 13 months after the Transaction was executed. Where applicable, we shall restore your Account to the state in which it would have been had the unauthorised Transaction not taken place, so that that the credit value date shall be no later than the date the amount had been debited.
- 14.2. You may be liable for losses relating to any unauthorised Transactions up to a maximum of €50 resulting from the use of a lost or stolen Card or the misappropriation of your Account, unless the loss, theft or misappropriation was not detectable to you prior to payment (except where you acted fraudulently) or was caused by acts or lack of action of our employee, agent, branch or service provider.
- 14.3. You are liable for any losses incurred by an unauthorised Transaction if you have acted fraudulently or failed either intentionally or through gross negligence, to use your Account in accordance with the terms of this Agreement or to keep your Access Codes confidential and secure in accordance with Clause 8.
- 14.4. You shall not be liable for losses incurred by an unauthorised Transaction which takes place after you have notified us of a compromise of your Access Codes according to Clause 8, unless you have acted fraudulently, or where we have failed to provide you with the means to notify us in the agreed manner without delay on you becoming aware of the loss, theft, misappropriation or unauthorised use of your Card or Account.
- 14.5. We shall not be liable for a refund or losses incurred by an incorrectly or non-executed payment Transaction if the details of the payee's account provided by you were incorrect or we can prove that the full amount of the Transaction was duly received by the payment service provider of the payee.
- 14.6. We shall not be liable for any unauthorised or incorrectly executed Transactions in case the Transaction was affected by abnormal and unforeseeable circumstances beyond our reasonable control or where we acted in accordance with a legal obligation.
- 14.7. Where we are liable for the incorrect execution of a Transfer or SEPA Transfer that you receive under this Agreement, we shall immediately place the amount of the Transaction at your disposal in accordance and credit the corresponding amount to your Account no later than the date on which the amount would have been value dated, had the Transaction been correctly executed.
- 14.8. Where we are liable for the incorrect execution of a Payment, Transfer or SEPA Transfer by you as payer, we shall, without undue delay, refund to you the amount of the non-executed or defective Transaction, and, where applicable, restore the debited Account to the state in which it would have been had the defective Transaction not taken place.
- 14.9. In the case of a non-executed or defectively executed Payment Transfer or SEPA Transfer by you as payer, we shall, regardless of whether we are liable, on request, make immediate efforts to trace the Transaction and notify you of the outcome, free of charge.
- 14.10. A Payment initiated by or through a payee (e.g. a Merchant) shall be considered to be unauthorised if you have not given your consent for the Payment to be made. If you believe

that a Payment has been made without your consent you should contact us in accordance with Clause 2.

- 14.11. A claim for a refund of an authorised SEPA Direct Debit or Payment initiated by or through a payee (e.g. a Merchant) where the authorisation did not specify an exact amount of payment Transaction (and the amount of the Payment exceeded the amount that you reasonably could have expected taking into account your previous spending pattern, this Agreement and the circumstances of the case), must be made within 8 weeks from the date on which the funds were deducted from your Available Balance. Within 10 Business Days of receiving your claim for a refund or within 10 Business Days of receiving further information from you, we will either refund the full amount of the Payment as at the date on which the amount of the Payment was debited or provide you with justification for refusing the refund.
- 14.12. You may request a refund for any SEPA Direct Debit within eight weeks from the date on which the SEPA Direct Debit was debited from your account for a refund on a 'no-questions asked' basis.
- 14.13. You may request a refund for any unauthorised SEPA Direct Debit after 8 weeks and within 13 months from the date on which the SEPA Direct Debit was debited from your account.
- 14.14. The right to a refund under this Clause 14 does not apply where you have given consent directly to us for the Payment to be made and, if applicable, information on the Payment was provided or made available to you by us or the payee in an agreed manner for at least four weeks before the due date.
- 14.15. If you are not satisfied with the justification provided for refusing the refund or with the outcome of your claim for a refund, you may submit a complaint to us or contact the complaints authority as described in Clause 16.
- 14.16. If at any time we have incorrectly deducted money from your Available Balance, we shall refund the amount to you. If we subsequently establish that the refunded amount had been correctly deducted, we may deduct it from your Available Balance and may charge you a Fee. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.
- 14.17. Where any request, Transaction, disputed Transaction, arbitration or reversed Transaction involves third party costs, you remain liable for these and they will be deducted from your Account or otherwise charged to you.

15. General Liability

- 15.1. Without prejudice to Clause 14 and subject to Clause 15.4;
 - i. neither party shall be liable to the other for indirect or consequential loss or damage (including without limitation loss of business, profits or revenues), incurred in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
 - ii. we shall not be liable:
 1. if you are unable to use the Card or Payment Services for any valid reason stated in this Agreement;
 2. for any fault or failure beyond our reasonable control relating to the use of the Payment Services, including but not limited to, a lack of Available Balance or fault in or failure of data processing systems;

3. for any loss, fault or failure relating to the use of a Third-Party Provider as stated in Clause 6.3, 6.6 and 6.7 of this Agreement,
 4. if a Merchant refuses to accept a Payment or fails to cancel an authorisation or pre-authorisation;
 5. for the goods or services that are purchased with your Card;
 6. for any dispute you might have with a Merchant or other user of the Payment Service where you acted with:
 - 15.1.ii.6.1. undue delay
 - 15.1.ii.6.2. fraudulently; or
 - 15.1.ii.6.3. with gross negligence (including where losses arise due to your failure to keep us notified of your correct personal details)
- 15.2. You agree that you will not use the Payment Services in an illegal manner and you agree to indemnify us against any claim or proceeding brought about by such illegal use of the Payment Services by you, your Authorised Person(s) and Additional Cardholder(s).
- 15.3. You are solely responsible for your interactions with Merchants or other users of the Payment Service. We reserve the right, but have no obligation, to monitor or mediate such disputes.
- 15.4. To the fullest extent permitted by relevant law, and subject to Clause 14 and Clause 15.5, our total liability under or arising from this Agreement shall be limited as follows:
- i. where your Card is faulty due to our default, our liability shall be limited to replacement of the Card or, at our choice, repayment to you of the Available Balance; and
 - ii. in all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Balance.
- 15.5. Nothing in this Agreement shall exclude or limit either Party's liability in respect of death or personal injury arising from that party's negligence or fraudulent misrepresentation.
- 15.6. No party shall be liable for, or be considered in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such Party's reasonable control.

16. Dispute Resolution

- 16.1. We are committed to providing an excellent customer experience for all our Customers. If we do not meet your expectations in any way, we want to have the opportunity to put things right.
- 16.2. In the first instance, your initial communication will be with our Customer Services Team who can be contacted by Email to or by phone to +34 646493599. Our Customer Services Team will listen to your needs and will do their best to solve your issue promptly and fairly. We value the opportunity to review the way we do business and help us meet our customers' expectations.
- 16.3. If having received a response from our Customer Services Team you are unhappy with the outcome, please contact the Complaints Team of PCSIL, Front Office, Scurlockstown Business Park, Trim, Co. Meath, C15 K2R9 in writing via email on complaints@prepaidfinancialservices.com.
- 16.4. Once received, the Complaints Team will conduct an investigation and you will receive a response of its findings within 15 Business Days of receipt of the complaint. In exceptional circumstances where we are unable to reply within the first 15 Business Days, we will reply

providing a reason for the delay and deadline for response, not more than 35 Business Days after first receipt of complaint.

- 16.5. If the Complaints Team is unable to resolve your complaint and you wish to escalate your complaint further, please contact the Financial Services and Pensions Ombudsman at Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Details of the service offered by the Financial Services and Pensions Ombudsman are available at <https://www.fspo.ie/> or alternatively you can lodge your complaint in your country of domicile with the Online Dispute Resolution process at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>
- 16.6. You must provide us with all receipts and information that are relevant to your claim.

17. Your Personal Data

- 17.1. PCSIL is a registered Data Controller with the Data Protection Commission in Ireland.
- 17.2. In order for us to provide you with the services relating to your Account, we are required to collect and process personal data about you, Additional Cardholders and Authorised Persons, with your consent or on a legal basis to meet our obligations for Anti-Money Laundering legislation or other governmental organisation. Where applicable, if an Account holder is under 16, then parental consent is explicitly required.
- 17.3. Your consent will be sought for collection of your data and you have the right to agree or decline. Where you decline consent for the collection and processing of your data, we reserve our right to discontinue service due to our obligations as a financial services institution.
- 17.4. We may disclose or check your personal data with other organisations and obtain further information about you in order to verify your identity and comply with applicable money laundering and governmental regulations. A record of our enquiries will be left on your file.
- 17.5. We may pass your personal data on to third-party service providers contracted to PCSIL in the course of dealing with your Account. Any third parties that we may share your data with are obliged to keep your details secure, and to use them only to fulfil the service they provide you on our behalf. Where we transfer the personal data to a third country or international organisation, we ensure this is done securely and that they meet a minimum standard of data protection in their country.
- 17.6. You have the right to receive information concerning the personal data we hold about you and to rectify such data where it is inaccurate or incomplete. You have the right to object to or withdraw any consent you have given for certain types of processing such as direct marketing.
- 17.7. Your data will be retained for 6 years after the end of the provision of services to you, where your data will be destroyed in compliance with the requirements of the General Data Protection Regulation.
- 17.8. In the event that you wish to make a complaint about how your personal data is being processed by us (or third parties as described in 17.5 above), or how your complaint has been handled, you have the right to lodge a complaint directly with the supervisory authority and PCSIL's Data Protection Officer.
- 17.9. Our Privacy Policy provides full details on your rights as a data subject and our obligations as a data controller. Please read this document carefully and ensure you understand your rights.

18. Changes to the Terms and Conditions

We may update or amend these terms and conditions (including our Fees & Limits Schedule). Notice of any changes will be given on our website, or by e-mail notification, or by SMS at least 2 months in advance. By continuing to use the Payment Services after the expiry of the 2-month notice period you acknowledge that you indicate your acceptance to be bound by the updated or amended terms and conditions. If you do not wish to be bound by them, you should stop using the Payment Services and terminate this Agreement in accordance with Clause 10 before the changes take effect.

19. Miscellaneous

- 19.1. We may assign or transfer our rights, interest or obligations under this Agreement to any third party (including by way of merger, consolidation or the acquisition of all or substantially all of our business and assets relating to the Agreement) upon 2 months' written notice. This will not adversely affect your rights or obligations under this Agreement.
- 19.2. Nothing in this Agreement is intended to confer a benefit on any person who is not a party to it, and therefore no such person shall have any right under Irish Legislation, but this Clause do not affect a right or remedy of a third party which exists or is available apart from that Legislation.
- 19.3. Any waiver or concession we may allow you, will not affect our strict rights and your obligations under this Agreement.
- 19.4. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

20. Funds Protection

All relevant funds corresponding to your Available Balance are segregated from our funds and held in the Customer Funds Account in accordance with the safeguarding requirements of the Electronic Money Regulations 2011 by law. In the event that we became insolvent those funds are protected against claims made by any of our creditors.

21. Regulation & Law

- 21.1. The Payment Services, Card and Account are payment services and not deposit, credit or banking products and are not covered by the Deposit Guarantee Scheme.
- 21.2. This Agreement (other than Appendix A) shall be governed by and interpreted in accordance with the laws of Ireland, and any dispute or claim in relation to this Agreement shall be subject to the non-exclusive jurisdiction of the Irish courts. However, if you reside outside of Ireland you may bring an action in your country of residence.
- 21.3. The terms of Appendix A shall be governed by Spanish law as further detailed in Appendix A.
- 21.4. In the event of any conflict between the terms of this Agreement and Appendix A, this Agreement will govern unless otherwise required by applicable law.

22. Fee and Limits Schedule

For consumers, you can find fees here: <https://saurus.com/en/personalfees/> , and limits here: https://saurus.com/en/limits_personal/. For business, you can find fees here: <https://saurus.com/en/businessfees/> , and limits here: https://saurus.com/en/limits_business/ .

Appendix A

SEPA Direct Debit Addendum

Prior General Information of payment services

1. About the Payment Service provider

2. About the use of the Payment Service.

2.1. Definitions

2.2. Authorization and revocability of payment orders

2.3. Receipt and rejection of payment orders

2.4. Execution of operations

2.5. Timeframes

2.6. Direct debit specialities

3. About expenses and interests/exchange rates

4. About the communication

5. About the responsibilities and requirements for the refund

5.1. User security obligations

5.2. Block

5.3. Fraud suspicious operations

5.4. User responsibility for unauthorized payment operations

5.5. Communication to PCSIL of unauthorized or incorrectly executed payment operations.

5.6. Liability of PCSIL for the non-execution or defective execution of payment orders or delay of a payment order

5.7. Regime for the return by the User of debits and direct debits

6. On the modifications and termination of the framework contract

6.1. Relationship with third-party payment service providers in relation to your payment accounts, in accordance with the provisions of Royal Decree-Law 19/2018, of November 23, on payment services and other urgent measures in financial matters

7. Small-Value payment instruments

8. On the applicable law, jurisdiction and claim procedures

8.1. Jurisdiction

8.2. Claims and complaints

This document contains the previous general information on payment services that is made available to the User of payment services in accordance with article 13 of Order ECE / 1263/2019, of December 26, on transparency of the conditions and information requirements applicable to payment services. Its content is complementary to the service provision agreements signed with the payment service provider that have the status of Framework Contract for payment services and regulates everything related to payment services established in accordance with Royal Decree-Law 19/2018, of November 23, on payment services and other urgent measures in financial matters (hereinafter, the "Payment Services Law"), and Directive (EU) 2015/2366 of the European Parliament and of the Council of November 25 of 2015 on payment services in the internal market (hereinafter, "PSD2"), the payment services (as defined in said standard) provided by the payment service provider to its Users, individuals, legal entities and other entities in Spanish territory.

Furthermore, this document regulates those aspects related to SEPA Payment Instruments (specifically, the so-called "SEPA Direct Debits"), introduced by Regulation (EU) 260/2012, directly applicable in the Spanish Legal System and that aims to establish the provisions relating to transfers and direct debits in euros in the European Union, when the payment service provider of the payer and the beneficiary are located in the European Union or when the only payment service provider involved in the payment transaction is based in the European Union.

In the event that the User does not have the status of Consumer or Micro-company, the provisions of articles 30, 31, 32, 33, 35.1, 43, 44, 46, 48, 49, 52, 60 and 61 will not apply. of the Payment Services Law and other urgent measures in financial matters, nor the Order ECE / 1263/2019 on transparency of the information conditions applicable to payment services

1. About the Payment Servicer Provider

The User's payment service provider is PFS Card Services Ireland Limited and its Branch in Spain for everything related to account services with Spanish IBAN (ES).

PFS Card Services Ireland Limited (PCSIL) a subsidiary entity of the EML Payments group registered in the Irish Companies Registration Office with number 590062 and based at Front Office, Scurlockstown Business Park, Trim, Co.Meath, Republic of Ireland C15 K2R9 . It is registered as an electronic money institution with the Central Bank of Ireland under number C175999.

The Spanish branch of PCSIL with CIF W0029839H is domiciled at Paseo de la Castellana, 259C, floor 18 28046 Madrid and is registered in the Mercantile Registry of Valencia in Volume 10906, Book 8184, page 179, Section 8, Sheet 195576. Its exercise of the right of community establishment has been authorized with the number 6713 in the Registry of Entities of the Bank of Spain.

2. About the use of the payment service

2.1. Definitions

The following definitions will govern the regulation of payment services in this document:

Originator: Natural person or company who owns a payment account that authorizes a payment order from said account or, if there is no payment account of the originator, natural person or company who issues a payment order to a payment account of a beneficiary. In the case of SEPA Direct Debits, the Debtor is the owner of the debit account that provides the Mandate to the Creditor (as these terms are defined below) in order for the Creditor to initiate collections. The amount is debited to the account of the Debtor's Entity, in accordance with the debit orders initiated by the Creditor.

Beneficiary: Natural person or company who owns a payment account who is the intended recipient of the funds that have been subject of a payment transaction. In the case of SEPA Direct Debits, the Creditor is the holder of the credit account that receives the Mandate from the Debtor to initiate collections, which are at the same time orders to receive funds from the Debtor's Entity through the process of debiting the amount to the Debtor's account. The Creditor collects the Direct Debits in accordance with the Mandate.

Payment Account: account opened in the name of one or more payment service users that is used to execute payment operations.

Payment Service Provider: public bodies, entities and companies authorized to provide payment services in Spain or in any other Member State of the European Union, in accordance with the provisions of PSD2, as well as those of third countries that are dedicated to the provision of payment services. In the case of SEPA Direct Debits, the following will be considered Debtor's and Creditor's Entity:

- Debtor's Entity: is the entity in which the Debtor is the owner of the account in which the collection is going to be charged and with which he has formed an agreement on the rules and conditions of a product based on the SEPA CORE Regulation scheme. Based on this agreement, this entity executes each collection related to a SEPA Direct Debit originated by the Creditor through a charge to the Debtor's Account, in accordance with the provisions of the CORE Regulation.*
- Creditor's Entity: it is the entity in which the Creditor is the holder of an Account and with which he has signed an agreement on the rules and conditions of a product based on the SEPA CORE Regulation scheme.*

Based on this agreement, this entity receives and executes orders from the Creditor to initiate the SEPA Direct Debit operation by sending the collection to the Debtor's Entity in accordance with the provisions of the CORE Regulation.

Payment Services User: natural person or legal entity who makes use of a payment service, either as Originator or as Beneficiary.

Payment Operation: action, initiated by an Originator or by a Beneficiary, consisting of transferring funds between payment accounts in the Union, regardless of any underlying obligations between the Originator and the Beneficiary.

Payment Order: instruction issued by an Originator or a Beneficiary to its Payment Service Provider by which the execution of a Payment Operation is requested. In this sense, and in the field of SEPA Direct Debits, we speak of Mandate, whose context is defined in a later section and which, basically, consists of the authorization granted by the Debtor to the Creditor and (directly or indirectly through the Creditor) to the Debtor's Entity, to initiate a SEPA Direct Debit charge to the Debtor's account and allow the Debtor's Entity to comply with said instructions.

IBAN: identifying number of an individual Payment Account in a Member State and whose elements are specified by the International Organization for Standardization. In the case of SEPA Direct Debits, the IBAN constitutes the Unique Identifier for the purposes of the Payment Services Law (a combination of letters, numbers or signs specified by the Payment Service Provider to the Users to unequivocally identify their Payment Accounts in a Payment Operation).

Payment initiation service provider: Provider that performs payment initiation services as a professional activity.

Payment initiation service: this Service allows to initiate a payment order at the request of the payment service user with respect to a payment account opened with another payment service provider.

Account Information Service Provider: Provider who provide with account information services as a professional activity.

Account information service: Online service which purpose is to provide aggregated information about one or more payment accounts owned by the user of the payment service either at another payment service provider or at various payment service providers.

Expenses: The Beneficiary will pay the expenses charged by its payment service provider and the Originator will pay the expenses charged by its payment service provider. The same criteria will be applied in case of currency conversion.

2.2. Authorization and revocability of payment orders

Payment operations will be considered authorized when the payer has given consent for their execution. The consent may be granted through the electronic validation of the operation by means of reinforced authentication or the use of security elements recognized by PCSIL, having full legal validity as the handwritten signature. Consent will be granted in general prior to the execution of the operation, although it will be possible to grant it later if so permitted by PCSIL, in accordance with the procedure and limits determined by it.

The payer may revoke the consent mentioned in the previous paragraph by written communication until the moment the order becomes irrevocable, which will occur under the terms established in the Payment Services Law and in PSD2.

When consent has been given by the user for a series of payment operations (for example, periodic contributions or direct debit bills), its withdrawal will imply that any future payment operation covered by said consent will be considered unauthorized, unless the user states otherwise during the withdrawal of consent process.

2.3. Receipt and rejection of payment orders

The moment that PCSIL receives a payment order will be that in which it is received by the Bank, regardless of whether it has been transmitted directly by the payer through a payment initiation provider or indirectly through the beneficiary. Orders received on a day that is not a business day for banking purposes will be deemed received the next business day. Orders received after the cut-off time established by PCSIL for each type of operation (which can be consulted at any time and for each type of operation at the general contact telephone number of PCSIL) will be considered received the next business day.

If PCSIL and the User who initiates a payment order agree that its execution begins on a specific date or at the end of a certain period, or on the day that the payer has made funds available to PCSIL, it will be considered that the moment of receipt of the order is the agreed day for the purposes of the maximum term to pay the amount of the operation in payment service provider account. If this day is not a business day for the payment service provider, the payment order will be deemed received the next business day.

The User acknowledges that it is his/her/its responsibility to provide PCSIL with complete, correct, unambiguous and precise payment orders. Therefore, the User assumes full responsibility for any error, omission, and / or ambiguity in said information that could cause payment orders to be rejected or incorrectly executed.

PCSIL may reject payment orders in the event that there are signs of fraud or money laundering, as well as in cases where they do not meet the required conditions, do not contain sufficient information, are erroneous or there is not enough balance to execute them. In such cases, PCSIL will notify the User the rejection and, as far as possible, the cause of it and where appropriate, the procedure to rectify possible errors, unless a law prohibits such notification. The aforementioned notification may be made by telephone or telematic means and will be executed where appropriate, on the business day after the moment of rejection. This period may be extended by one business day for payment operations initiated on paper.

Without prejudice to the provisions of the liability section, the User acknowledges that PCSIL will not be responsible for any loss or damage that he/she/it incurs or suffers as a result of the postponement or rejection of the execution of a payment order for the reasons indicated above.

In case of rejection by PCSIL of a periodic order for three consecutive periods due to lack of balance, PCSIL reserves the right to consider the order canceled for all purposes, in which case the order will lose its validity for successive periods.

2.4. Execution of operations

When PCSIL executes a payment order in accordance with the unique identifier provided (International Bank Account Number or "IBAN"), the order will be considered correctly executed. In the event that the unique IBAN identifier provided by the User is incorrect, PCSIL will not be responsible for the non-execution or faulty execution of the payment transaction. Notwithstanding this, PCSIL will use reasonable efforts to try to recover the funds from the payment transaction. The fact that the User provides additional information to PCSIL in their payment order will not modify the liability regime indicated in this paragraph.

PCSIL will be responsible for the execution of the operations as long as they are under its control, that is:

a) the operations initiated by the payer or provider of initiation of payments, until the moment in which the amount is credited to the account of the payment service provider of the beneficiary; and

(b) operations initiated by the payee, until the moment the order is correctly transmitted to the payer's payment service provider and, once the funds have been received from the payer's payment service provider, until the payee's account is credited. The responsibility for the execution of the operation when it is not under the control of PCSIL will be that of the other participating financial entity.

Without prejudice to the provisions below, PCSIL will not be responsible for the incorrect execution on the operations in the event of exceptional and unforeseeable circumstances beyond its control, the consequences of which would have been unavoidable despite all efforts to the contrary, as well as in the event that the incorrect execution is due to the fulfillment of other legal or contractual obligations.

2.5. Timeframes

When an operation is executed, PCSIL will make available to the User the relevant information related to said operation. When the User becomes aware that an unauthorized or incorrectly executed payment transaction has occurred, they must notify PCSIL immediately and without any delay in order to be able to rectify it.

For these purposes, it will be considered that the User has acknowledged about an operation in the first of the following moments: (i) when he/she/it has consulted his movements / operations through any of the means made available to him by PCSIL; or (ii) five calendar days after PCSIL has sent or made available to you the periodic extract of its operations.

Payment operations made in euros from PCSIL to European Union countries or from European Union countries to PCSIL will be executed and will take value under the following conditions:

a. National or intra-community transfers will be credited by the payer's payment service provider to the accounts of the beneficiary's payment service provider no later than the end of the business day following the date of receipt of the order. These terms may be extended by an additional business day for payment operations initiated on paper.

b. The value date of the credit to the account of the beneficiary of the order will not be later than the business day on which the amount of the payment transaction was credited to the account of the payment service provider of the beneficiary.

c. The value date of the charge on the payer's payment account will not be prior to the moment in which the amount of the payment transaction is charged to said account.

The cash deposit in Euros in PCSIL will take value and will be available from the moment the deposit takes place.

The previous provisions only will be applicable to the remaining payment operations with regard to the value date of the payment in the beneficiary's payment account and when the funds are available, as well as the value date of the charge in the payer's account.

Regarding the stipulations related with the value date and the availability date of the funds, this Document will only be applicable when both the payment service provider of the payer and that of the beneficiary are located in the European Union and exclusively in the payment services provided. in euros or in another currency of the European Union.

2.6. Direct Debit specialties

The following terms will be taken into account in the regulation of Direct Debits:

Direct debit of receipts: The User may give PCSIL a direct debit order of receipts by signing a generic direct debit order, in which case PCSIL will proceed to direct debit to his account all the receipts that the User provides by any means. PCSIL will attend to all payment orders for receipts that are presented against the User's account, without prejudice to their right to return them in the terms indicated below.

Return of receipts: The User may return the receipts charged in his/her/its account, for a maximum period of eight weeks from the debit of the funds, in the event that, having previously authorized the payment operation, the generic authorization did not specify the exact amount of the payment transaction and the amount thereof exceeds what the User could reasonably expect, taking into account their previous spending guidelines, the conditions of their contract and the concurrent circumstances. The User will not have the right to return the receipts in the cases provided for in the regulations. In the event of a refund request, PCSIL will have ten business days to return the amount or justify its denial.

In the case of SEPA Direct Debits, PCSIL only offers direct debits under the CORE Scheme (or basic): Direct Debits in Euros based on the regulations contained in the SEPA CORE Direct Debit Rulebook (or SEPA CORE Direct Debits Regulations), published by the European Payment Council.

Issuance of direct debits, The Mandate or Domiciliation Order: The issuance of SEPA Direct Debits is based on the use of a Direct Debits or Mandate, through which the Originator (Debtor) authorizes the Beneficiary (Creditor) to make collections in a Payment Account owned by you.

There is a specific Mandate model for each of the two Schemes (B2B or business and CORE or basic). However, PCSIL will only offer the specific mandate for the CORE Scheme.

Its characteristics and general requirements are as follows:

- To initiate the collection of a SEPA Direct Debit from the Debtor's account, the Creditor must have a valid Mandate duly signed by the Debtor.*
- The Mandate must meet the requirements established by PCSIL as well as the provisions of the applicable legislation at all times.*
- An express reference should be made in the Mandate to the underlying agreement between the Creditor and the Debtor.*
- The Creditor will be responsible for the consequences of an invalid or incorrect Mandate.*
- The Creditor must file the original Mandate, any modification to it and where appropriate, the information on its cancellation or expiration for at least the period stipulated by applicable law and at least for a maximum period of 14 months after the execution of the SEPA Direct Debit date.*
- At the request of PCSIL as the Debtor's or Creditor's Entity (or at the request of the Entity of the other party, as applicable), the User will provide along with the original Mandate a copy of the same or any other pertinent information related to a collection of a SEPA Direct Debit within 7 business days.*
- If the Debtor revokes the Mandate, the Creditor will immediately stop issuing payment orders and will revoke all pending payment orders with said Mandate.*
- If the Creditor receives a request from or on behalf of the Debtor for the charge of future SEPA Direct Debits from another account in the name of the Debtor, it must immediately cease to issue payment orders charged to the Debtor's account specified in the Mandate and, instead, it will issue payment orders charged exclusively to the Debtor's account specified in said request. The Creditor must file said request together with and as part of the Mandate in accordance with the provisions of this section.*

The User expressly authorizes PCSIL to issue and send pre-printed authorization forms for payment instruments, in particular Direct Debit Orders. Said forms may contain certain pre-printed data related to the orders, although in any case they will require the User's signature for their full validity and effectiveness.

Execution: The execution of a Payment Order will lead to the crediting of the User's account and the debiting of the Debtor's account on the expiration date. However, the execution of a Payment Order may be prevented by a Rejection or a Return. PCSIL may also deny or suspend the execution of a Payment Order in accordance with the provisions of this document.

Rejection: Regarding SEPA Direct Debits issued under the CORE (or basic) scheme, there may be the case of collections that deviate from the normal execution before crediting the account. That is, they may be rejected for any of the following reasons:

- Technical reasons detected by the creditor entity or the debtor entity, such as invalid format or wrong IBAN check digits.*
- Impossibility of the debtor's entity to process the collection due to incorrectness in the debit account.*

Refund: PCSIL may return a SEPA Direct Debit if the User requests it by submitting a return request, in the manner indicated by PCSIL, during the 8 weeks after the date on which the funds were charged to the account. PCSIL may also return a Direct Debit and on its own initiative.

Regarding SEPA Direct Debits under the CORE (or basic) scheme, a right of return is defined for the debtor, who does not need to prove any cause for the retrocession of an authorized transaction during the eight-week period that follows the date of charge. For unauthorized transactions, the User must give notice within the maximum term in accordance with current legislation.

Payment of direct debits: The funds from contributions made through direct debit will be available in the User's account and will be paid in firm once the return periods, if applicable, or cancellation, established in the current regulations have elapsed. Notwithstanding this, and for the benefit of the User, PCSIL reserves the right to fully or partially anticipate the firm payments of the aforementioned operations, provided that the aforementioned advance meets PCSIL's risk criteria. For the above purposes, the User authorizes PCSIL so that it can analyze the risk of the advance payment of its operations, said authorization being revocable by the User at any time by calling the PCSIL User service.

Regime of debit operations initiated at the request of the beneficiary and direct debit refund regime: PCSIL will carry out direct debits of a financial nature (that is, other than receipts) only against the accounts in which the User is the owner or joint owner in other financial entities. Furthermore, in these cases, the User, in his capacity as both the originator and the beneficiary of the order, will determine the exact amount of the order and will validate the operation through the security systems agreed with PCSIL. In such cases, in accordance with article 48 of the Payment Services Law, the payer will not have the right to return the aforementioned transactions, unless said right is recognized by current regulations, all without prejudice to any right to claim that PCSIL may have in the event that the return occurs.

The User will not have the right of return in those cases provided in the regulations. In the event of a refund request, PCSIL will have ten business days to return the amount or justify its denial.

Regarding direct debits made by the User in other financial entities against their accounts in PCSIL, they may be returned by the User in the terms recognized in the current regulations from the debit of the funds in their account, without the need to allege cause some. In this case, PCSIL will issue the corresponding return order to the beneficiary entity of the direct debit.

3. About expenses and interests/exchange rates

In the event that a payment operation that must be credited to the account of a PCSIL User implies the application by PCSIL of expenses or commissions, said expenses and commissions will be deducted from the amount transferred before paying it, although they will appear in the information provided to the User by PCSIL.

PCSIL will not be able to charge the User for the fulfillment of its periodic information obligations. However, any type of additional or different information, or that which is communicated more frequently than that established in this agreement, at the User's request, will generate an expense that will be settled according to the PCSIL rates. In addition, PCSIL may pass on to the User the expenses caused by the termination of the contract, by the revocation of payment orders and those derived from the recovery of funds for payment operations executed with an incorrect unique identifier.

In payment operations in which the User is the beneficiary, PCSIL may deduct its expenses from the amount transferred before paying it, except in payment operations initiated by the User or carried out through him, as beneficiary, in which case PCSIL will pay the full amount of the payment transaction without any deduction. In payment operations in which the User is the payer, PCSIL will transfer the entire amount of the operation, without deducting the expenses from the amount transferred.

In any payment transaction in which both the payment service provider of the payer and the beneficiary are located in Spain, or one of the providers is located in Spain and the other or others are located in another Member State of the European Union, or in which only a payment service provider that is located in Spain intervenes, the beneficiary will pay the expenses charged by his payment service provider and the payer will pay the expenses by his payment service provider.

The interests and expenses are those foreseen for each one of them in its Framework Contract and in the PCSIL tariff brochure in force at all times.

When the payment operation includes a currency conversion, PCSIL will charge the expenses and commissions that may arise in accordance with the instructions it receives from the User, if it is the User who initiates the payment operation, or from the payment service provider of the other party if the payment transaction starts at your request. In the absence of instructions, the provisions of the contract or the rate leaflet will be followed.

If the payment transaction includes a conversion into European Union currencies and the payment service provider of the other party is also located in Spain, the expenses will be shared, except for those arising from the conversion, which will be assumed by whoever has demanded said conversion, unless otherwise indicated by the parties that it will be communicated to the Bank by the holder in the request for the provision of the payment service or by the payment service provider of the other party if it is the latter who initiates the payment operation.

4. About the communication

PCSIL will carry out, by itself or through its distributors, any communication to the User by any telematic or electronic means. If the User wishes to receive communications by post, they must request it from the PCSIL User Support Services.

Without prejudice to the regulations in force in each Autonomous Community, when applicable, the language of communication with users will be Spanish, with PCSIL services being provided remotely in that language from Madrid.

The User may obtain, at any time, upon request, a copy of this document as well as its Contract.

5. About the responsibilities and requirements necessary for the refund

5.1. User security obligations.

i. Custody the instrument or means of payment that is delivered.

ii. Take reasonable measures to protect personalized security credentials: personal identification number (PIN), any password for access and management of telematic services and keys communicated by PCSIL for signing payment operations.

iii. Specifically, it is obliged not to write down the PIN or the passwords on the instrument or means of payment, or on any other document that accompanies it. Furthermore, it is obliged not to use as a PIN or password, data or dates in documents of its usual use.

iv. Notify PCSIL without undue delay as soon as it becomes aware of it, and in any case within 24 hours of the fact in question, the loss, theft or copy of the instruments or means of payment or knowledge wrong PIN or passwords.

v. Notify PCSIL without undue delay, as soon as it becomes aware of it, and in any case within 24 hours of the fact in question being recorded in the direct debit account or in the credit card account. Credit, where appropriate, of any unauthorized transaction or any errors or discrepancies observed in the statements communicated by PCSIL.

vi. Not to cancel a payment order that has been given by means of an instrument or means of payment except in those cases provided for in the applicable regulations.

5.2. Block

PCSIL reserves the right to proceed to block any agreed payment instrument, payment operations, and access to PCSIL's telematic channels to preserve the security of operations, in the event of any suspicion by PCSIL of unauthorized or fraudulent action thereof or in the event that the payment instrument is associated with a line of credit, if its use could significantly increase the risk that the payer may be unable to meet its payment obligation.

PCSIL will inform you by means of personalized communication of the blockade in question and its reasons, prior or immediately afterwards, unless said communication has been contrary to current regulations or a compromised result for objectively justified security reasons.

5.3. Suspicious fraud operations.

In the event that PCSIL detects an operation that may be suspected of real fraud or security threats PCSIL will contact the User either by telephone or online to confirm the veracity or the actual consent of the User to the concrete and suspicious operation. In addition, PCSIL may send the User notifications for information purposes of operations of special relevance due to their amount, or that exceed the limits of the User's usual operations, etc.

5.4. User responsibility for unauthorized payment operations.

The User may respond up to a maximum of fifty (50) euros for losses derived from unauthorized payment operations resulting from the use of a lost, stolen or improperly appropriated payment instrument by a third party, except that: i) the User does not could have detected the loss, theft or misappropriation of the Card before payment, except when it has acted fraudulently or, ii) the loss was attributable to any agent, branch or entity of PCSIL to which PCSIL could have outsourced activities.

In any case, the User will be exempt from all responsibility in the event of theft, loss or improper appropriation of a payment instrument when the operations have been carried out in a non-face-to-face way using only the payment data printed on the instrument itself, provided that there has been no fraud or gross negligence on your part in the fulfillment of your obligations to safeguard the

payment instrument and the security credentials and you have notified such circumstance without delay.

The User, the cardholder, will be liable without limitation in the event of fraud or gross negligence on his part in the fulfillment of his obligations.

5.5. Communication to PCSIL of unauthorized or incorrectly executed payment operations.

When the User becomes aware that any unauthorized or incorrectly executed payment operation has been carried out, they must notify PCSIL without undue delay. The communication must be made within a maximum period of thirteen (13) months from the date of the debit or payment, unless PCSIL had not provided the information corresponding to such operation.

In the event of unauthorized operations, PCSIL will refund the amount of the operation, restoring, where appropriate, the account in which said amount was owed to the state in which the unauthorized operation is still of no effect. However, in the case of unauthorized payment operations resulting from the use of a lost or stolen payment instrument, the provisions of this document will be followed with respect to the conditions applicable to the payment instrument.

5.6. Liability of PCSIL for the non-execution or defective execution of payment orders or delay of a payment order.

In the payment orders initiated by the payer, PCSIL will be responsible against the User for the correct execution of the payment operations ordered by the latter, unless it is demonstrated that the beneficiary's payment service provider receives the amount of the payment transaction, in which case it will be responsible.

If PCSIL were responsible in accordance with the above, it will return to the User, without undue delay, the amount corresponding to the operation, re-establishing, where appropriate, the balance of the payment account to the situation in which it would have been if it had not had place the defective payment transaction. The value date of the payment of this in the User's account may not be later than the date on which the amount was debited.

If the User acts as a beneficiary, PCSIL will immediately make the amount corresponding to the payment transaction available to them and, where appropriate, will pay the corresponding amount to their account. The value date of the credit in the holder's payment account will not be later than the date on which the amount was debited.

When a payment transaction is executed late, the beneficiary's payment service provider will ensure that, upon request from the payer's payment service provider, the value date of the credit in the beneficiary's payment account is no later than the date in which the amount would have been attributed in case of correct execution of the operation.

When the User acts as the originator of the payment operation, PCSIL, upon request and regardless of the responsibility that is determined, will immediately try to trace the payment operation and notify the originator of the results. PCSIL will not charge any expenses to the payer for this.

In payment orders initiated by User as beneficiary, PCSIL will be responsible for the correct transmission of the others to the payer's payment service provider and must immediately return the payment order

to the payer's payment service provider. When the transmission of the payment order is made late, the value date corresponding to the payment of the amount of the User's payment account will not be later than the value date that was attributed to the amount in case of correct execution of the operation.

PCSIL will ensure that the amount of the payment transaction is available to the beneficiary immediately after said amount is credited to their own account. The value date corresponding to the payment of the amount in the beneficiary's payment account will not be later than the value date that would have been attributed to the amount in the event of correct execution of the operation.

If the User acts as the payer of a payment operation not executed or executed in a defective way for reasons attributable to the Bank, the latter will return to the payer the amount of the payment operation not executed or executed in a defective way. And will restore the payment account in which the debit was made to the state in which it was found, if the defective payment transaction had not been carried out. The value date of the payment in the User's payment account will not be later than the date on which the amount was debited.

PCSIL will be responsible if it is proven that it has received the amount of the payment transaction, even if the payment has been made with a small delay. The value date in this case will not be later than the value date that would have been attributed to the amount in the case of correct execution of the operation.

PCSIL, in any case, as the beneficiary User's payment service provider, upon request of the latter, will immediately try to track the payment operation and notify the beneficiary of the results. PCSIL will not charge the User any expense for it.

PCSIL responds to the User for the expenses that have been incurred, as well as the interest applied to the User as a consequence of the non-execution or the defective or delayed execution of the payment operation.

5.7. Regime for the return by the User of debits and direct debits.

In authorized operations, the User may request to PCSIL to refund the amount of an authorized and executed payment operation, within a maximum period of up to 8 weeks from the date the funds are debited from his Account, when they are, in addition, the following conditions:

- That in the authorization of the debit, the ordering User had not specified the exact amount of the operation and;
- That the amount owed exceeds that which the ordering User could expect taking into account his previous guidelines of expenses paid through PCSIL in the last twelve (12) months, whether they are transactions with the same beneficiary of the debt or with the amount of the payment operation not executed or executed in a defective way a different one.

PCSIL will refund the full amount of the payment transaction or justify the refusal of the refund within ten (10) business days from the receipt of your request.

6. About the modifications and termination of the framework contract

The Framework Agreement with the User has an indefinite duration.

However, PCSIL may modify this document, as well as any point related to the payment services provided for in the Framework Agreement with the User, after individualized communication of the modifications to the User. Together with the aforementioned communication, the information and conditions that are subject to modification will be sent or made available on paper or another durable medium.

Unless the modification operated is in the interest of the user, in which case it will take effect immediately, the proposed modifications will take effect two months after their communication.

In the event that the User does not expressly notify PCSIL of the non-acceptance of the proposed modifications prior to the proposed date of entry into force, it will be understood that the modifications have been accepted. In the event that the modifications are not accepted, the User may terminate their contract with PCSIL in accordance with its provisions.

6.1. Relationship with third-party payment service providers in relation to your payment accounts, confirm the provisions of Royal Decree-Law 19/2018, of November 23, on payment services and other urgent measures in financial matters:

a) Account Information Service

Any third-party payment service provider authorized, registered and supervised by the Bank of Spain, can provide the Account Information Service, which consists of providing aggregated information on one or more payment accounts with online access that you are the owner of in PCSIL.

To access this service, it is necessary for the third party to have the consent of the User, who must select the PCSIL payment accounts that they wish to add. The User can withdraw their consent at any time.

b) Confirmation of availability of funds

PCSIL, upon request from a third party payment service provider issuing card-based payment instruments, will immediately confirm the availability of funds for the execution of a PCSIL card-based payment transaction, provided that the payment account of the payer is accessible online at the time of the request and that he / she has given express consent to PCSIL.

c) Payment initiation service

Any third party payment service provider authorized, registered and supervised by the Bank of Spain, can provide the Payment Initiation Service, which consists of initiating payment orders with respect to a PCSIL payment account, through a payment service provider. pay. third payment.

To access this service, it is necessary for the third party to have the consent of the User, who must select the PCSIL payment accounts for which to initiate payment orders. The User can withdraw their consent at any time.

7. Small-value payment instruments.

In accordance with the law, small-value payment instruments are considered to be those that, according to the relevant framework contract, only affect individual payment transactions not exceeding 30 euros, or that have a spending limit of 150 euros, or that make store funds that do not exceed the amount of 150 euros at any time.

For these instruments, PCSIL may only provide the payer with limited information on the main characteristics of the payment service, including how to use the payment instrument. Likewise, for this type of instrument, PCSIL will not have the obligation to propose changes to the conditions of the framework contract, complying with the requirements established in article 13.1. of Order ECE / 1263/2019, of December 26.

Similarly, for this type of instrument, PCSIL is enabled to provide the User, after the execution of a payment operation, only a reference that allows him to identify the payment operation, the amount thereof, the expenses and, in the case of several payment operations of the same nature carried out to the same beneficiary, the information on the total amount and the expenses corresponding to said operations.

8. Applicable law, jurisdiction and claim procedures

8.1. Jurisdiction

This document is governed by Spanish Law and specifically by Royal Decree Law 19/2018 on payment services and other urgent measures in financial matters, by Order ECE / 1263/2019 on transparency of the information conditions applicable to services of payment and by Circular 5/2012 of the Bank of Spain on transparency of banking services and responsibility in granting loans.

In the event that the User does not have the status of Consumer or Micro-company, the provisions of articles 30, 31, 32, 33, 35.1, 43, 44, 46,48, 49, 52, 60 will not apply. and 61 of Royal Decree-Law 19/2018 of November 23 on payment services and other urgent measures in financial matters, Order ECE / 1263/2019 on transparency of the information conditions applicable to payment services, nor the Circular 5/2012 of the Bank of Spain on transparency of banking services and responsibility in granting loans.

Spanish judges and courts will be competent for the knowledge of any controversy derived from the payment services provided.

8.2. Claims and complaints

PCSIL is committed to providing an excellent service to all Users of its payment services. For those cases in which your expectations are not met, there are at your disposal in the User Attention Service for the management of your complaints and claims.

In order to resolve any claim or complaint, it is necessary that an initial communication be directed to the User Attention Service by telephone (+34) 900,400,004. Our Customer Service will listen to your needs and will do everything in its power to solve the issue as soon as possible. The User's attention hours are Monday to Friday from 8:00 a.m. to 9:00 p.m., and Saturdays from 9:00 a.m. to 1:00 p.m.,

excluding Spanish national holidays. We value the opportunity to review the way we work and help us meet the expectations of our Users.

If the User is not satisfied with the result once the response from our Customer Service has been received, please submit your claim or complaint to the User Defense Service of PFS Card Services Ireland Limited, Branch in Spain. DefensadeUsuario.ES@emlpayments.com

Or by postal address at

Paseo de la Castellana 259C, 18th floor,

PFS Card Services Ireland Limited, Branch in Spain

28046 Madrid, Spain

In accordance with Order ECO / 734/2004, of March 11, on the departments of assistance services and attention to the User and the User ombudsman of financial entities and if it is published by us through our different channels, PCSIL has a Regulation for the Defense of the User, which can be accessed on the web <https://www.emlpayments.com/redirect-spanish/> in the specific User service links. The maximum period for the resolution of complaints and claims is 15 business days. This period may be extended up to one month, for reasons beyond the control of PCSIL, in which case the User will be informed.

If after this time and once the different instances provided by PCSIL have been exhausted, the case has not been resolved or the User is dissatisfied with the final decision of their claim or complaint, they may contact the Claims Service of the Bank of Spain, Calle Alcalá number 48. 28014 Madrid.