

CARDHOLDER GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Unless otherwise provided herein, all definitions used in this General Terms and Conditions have the meanings as stated hereto. Unless the context otherwise requires, the following words and expressions in this General Terms and Conditions shall have the following meanings:

“**Account**” means Your Card account.

“**Agreement**” means these General Terms and Conditions, (together in accordance with 2.1).

“**Available Funds**” means at any given time any unspent funds loaded onto Your Account, which is available to pay for transactions and fees and charges payable under this Agreement.

“**Account at Cardonlinesystem.com**” is the unique account that was created by Bastion Fingroup Limited for the cardholder to perform card management functions.

“**Card**” means Debit or Prepaid Card issued by Bastion Fingroup Limited to You.

“**Cardholder**” or “**Client**” means an individual holding Debit or Prepaid Card.

“**Commencement Date**” means the date You commence using the Card or activate it.

“**Expiry Date**” means the last date of the month printed on Your Card, which is the date Your Card will cease to work.

“**PIN**” means Your unique personal identification number which was created by Yourself for use with Your Card.

“**We**”, “**Us**”, “**Our**” or “**Bastion**” means Bastion Fingroup Limited.

“**You**” or “**Your**” refers to the cardholder.

2. GENERAL INFORMATION

- 2.1 This Agreement sets out the General Terms and Conditions that apply to prepaid and debit cards of Bastion Fingroup Limited. General Terms and Conditions is an Agreement between You and Us governing the possession and use of the Card. By activating and using the Card (see Condition 3.3 below) You agree to the General Terms and Conditions in the Agreement.
- 2.2 Cards are issued by Bastion pursuant to the Mastercard Principal Membership License (ICA 23315). Bastion Fingroup Limited is authorized by the Financial Conduct Authority to conduct electronic money service activities under the Electronic Money Regulations 2011 (Ref: 900985). Mastercard is a registered trademark of Mastercard International Incorporated.
- 2.3 This Agreement will commence on the Commencement Date and will terminate in accordance with Condition 10. This Agreement and all communications between Us and You shall be in the English language.

3. CARDS

- 3.1 The Card is a prepaid or debit Card which may be used to pay for goods and services and/or withdraw cash at participating retailers that accept Mastercard. It is designed for use in shops and retail locations where You are physically present or purchase online.
- 3.2 The Card is a prepaid or debit Card that is linked to Your Account. You will have access to Your Account only via Your Account at Cardonlinesystem.com. You must ensure that You have sufficient Available Funds on the Card to pay for each purchase, any payment or cash withdrawal using the Card. The Card is intended for use as a means of payment; funds loaded onto the Card/Account do not constitute a deposit. You will not earn interest on the balance of the Card and/or the Account. The Card will expire on the Expiry Date and will cease to work. Please check Condition 8 of this Agreement for further information.
- 3.3 When You receive Your Card, it will be issued to You in an inactive state. You will need to activate it by logging into your Account at Cardonlinesystem.com prior to use. Before starting

live transactions, the Card should be used at an ATM (may be used for balance inquiry) to enable the PIN that was created during activation. The Card will normally be ready for use after that. If You do not activate Your Card, any transactions that You attempt to carry out may be declined.

4. TARIFFS

- 4.1 The tariffs associated with this Agreement constitute an integral part of these General Terms and Conditions. All tariffs may be found on Our Website: www.bastion-fingroup.com.

5. USING THE CARD

- 5.1 We will be entitled to assume that a transaction has been authorized by You if:
- 5.1.1 The magnetic stripe on the Card was swiped by the retailer and/or the Card chip was read and/or PIN was used;
 - 5.1.2 The Card PIN was entered, or a sales slip was signed; or
 - 5.1.3 Relevant information was supplied to the retailer or the PISP (Payment Initiation Service Provider) that allows them to process the transaction, for example providing the retailer with the 3-digit security code on Your Card in case of an internet or other non-face-to-face transaction.
- 5.2 Normally, We will receive notification of Your authorization by way of an electronic message in line with the rules and procedures of the payment system Mastercard. Once You have authorized a transaction, the transaction cannot be stopped or revoked. However, You may in certain circumstances be entitled to a refund in accordance with Conditions 13 and 14.
- 5.3 On receipt of notification of Your transaction, normally We will “hold” the value of the transaction, plus any applicable fees and charges, from the Available Funds on the Card/Account.
- 5.4 Under normal circumstances, if any payment is attempted that exceeds the Available Funds on the Card the transaction will be declined. In certain circumstances, a transaction may take Your Card into a negative balance – this will normally be where the merchant has failed to seek authorization for the transaction or in case of the currency fluctuation. If the merchant has failed to seek authorization for the transaction, We will attempt to recover some or all of the money from the merchant if We can, providing that We are satisfied that You have not deliberately used the Card in a manner that would result in a negative balance. We will deal with such instances on a case-by-case basis, but where there is a negative balance on Your Card, We may require You to make up the shortfall and, until there are Available Funds on Your Card, We may restrict or suspend the use of Your Card.
- 5.5 The Card may be used for full or partial payment of purchases. In case of a partial payment, the cardholder will be required to pay the outstanding amount of the purchase by an alternative means, for example, in cash or by other card.
- 5.6 If You use Your Card for a transaction in a currency other than the currency that the Card is denominated in the transaction will be converted to the Mastercard settlement currency EUR using the Mastercard currency conversion rate on the date of settlement: <https://www.mastercard.us/en-us/personal/get-support/convert-currency.html>. If Your card currency is different from EUR then settlement amount will be converted into Your card currency using the Bastion currency conversion rate on the date of transaction processing in Bastion system.
- 5.7 Exchange rates can fluctuate and they may change between the time when the Transaction is made and the time when it is billed to Your Account.
- 5.8 Normally, We will be able to support transactions 24 hours per day, 365 days per year. However, We cannot guarantee this will be the case, and in certain circumstances – for example, a technical problem – We may be unable to receive or complete transactions.

6. RESTRICTIONS ON USE OF THE CARD

- 6.1 You must ensure that You have sufficient Available Funds on Your Account to pay for each purchase, payment or cash withdrawal using the Card.
- 6.2 The Card is linked to a dedicated Account but is not a charge card or credit card.
- 6.3 The Card may not be used for preauthorized regular payments, for gambling, or for any illegal purposes.
- 6.4 We may restrict or suspend use of Your Card without notice if We identify or suspect that suspicious, fraudulent, or illegal activities are being carried out in relation to the Card, if We believe You have not complied with these General Terms and Conditions, or in the event of exceptional circumstances which prohibit the normal operation of the Card.
- 6.5 Suspicious traffic fee and/or Transaction monitoring fee may be applied in this case.
- 6.6 Unless it would be unlawful for Us to do so or it is impracticable for Us to do so, where We stop or suspend the use of Your Card in accordance Condition 6.4, We will notify You of this and Our reasons for doing so, by sending an email to the email address You provided Us with when You obtained the Card. Where it is not possible to notify You before We stop or suspend the Card, We will notify You as soon as possible after We have stopped or suspended the Card.
- 6.7 Please keep your contact details current. When we send correspondence to this email or postal address, we will assume receipt by you.
- 6.8 The Card may only be loaded via channels that We approve. The type and nature of these load channels will depend on the commercial relationship We have with Our partners. We will describe these load channels applicable to Your Card on the Website, however should You have any questions about ways to load Your Card please contact Our Customer Services Team in accordance with Condition 15.
- 6.9 Spending limits apply to the Card. For details see tariffs at: www.bastionfingroup.com.
- 6.10 Any preauthorized amount (such as a hotel or car hire booking) will place a “hold” on Your Available Funds until the retailer sends Us the final payment amount of Your purchase, which may take up to 30 days. Once the final payment amount is received, the preauthorization amount on “hold” will be removed. During the “hold” period, You will not have access to the preauthorized amount.

7. MANAGING YOUR CARD

- 7.1 We will provide you with online statements setting out: pending authorizations, transactions details (transaction amount; currency; date and time of transaction), fees. If there are no transactions on the Card for more than a month then there will be no entries on your statement.
- 7.2 You will need access to the internet or mobile data to manage the Card. You may check the balance and available funds on Your Card or view a statement of recent transactions or block the card by login to Your Account at Cardonlinesystem.com.

8. EXPIRY OF THE CARD

- 8.1 Your Card will expire on the Expiry Date. On that date the Card will cease to function and You will not be entitled to use the Card.
- 8.2 In some cases, We may issue a new Card to You shortly before the Expiry Date, however We are not obligated to do so and may elect not to issue a replacement Card at our sole discretion. If we do issue a new Card, a new expiry Date will apply and the new Card will expire on that new Expiry Date.

9. REDEMPTION PROCEDURE

- 9.1 You may terminate this Agreement and redeem some or all of the Available Funds on the Account by contacting Our Customer Services Team in accordance with Condition 15. We will normally make an electronic transfer to a payment account that You nominate for the amount of the remaining Available Funds on the Account. We will not complete Your redemption request if We believe You have provided false information, We are concerned about the security of a transaction or if Your Account is not in good standing.
- 9.2 If You request redemption of the entire remaining balance in accordance with Condition 9.1, We will assume that it is Your intention to terminate this Agreement and will cancel Your Account and Card. Card account closure fee will be applied.

10. TERMINATION OF THIS AGREEMENT

- 10.1 You have a legal right to cancel your Agreement and close your Account within 14 days of receipt of the first Card. This 14 day period is known as the ‘Cooling-Off Period’. If you cancel your Account during this Cooling-Off period, we will return any remaining funds within 5 business days with no further charges.
 - 10.2 We may terminate this Agreement and inform You of the termination immediately unless prohibited by law:
 - 10.2.1 If You breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 days, or use Your Card or any of its facilities in a manner that We believe is fraudulent or unlawful;
 - 10.2.2 If You act in a manner that is threatening or abusive to Our staff, or any of Our representatives, or
 - 10.2.3 If You fail to pay fees or charges that You have incurred or fail to put right any shortfall on the balance of Your Card.
- We may terminate the Agreement for no or any reason, including the reasons above, by giving you two months’ notice.
- 10.3 You may terminate the Agreement at any time by contacting Us using the contact details in clause 15.1.
 - 10.4 If the Agreement is terminated, We will cancel Your Card and You must tell Us as soon as practicable what You want Us to do with any unused Available Funds on Your Card by writing to info@cardonlinesystem.com. Card account closure fee may be applied.

11 KEEPING YOUR CARD AND DETAILS SAFE

- 11.1 We will assume that all transactions using Your card or Your card details are made and authorized by You unless You notify Us in accordance with Condition 12.1.
- 11.2 You are responsible for keeping Your Card and its details safe. This means You must take all reasonable steps to avoid the loss, theft or misuse of the Card and/or card details. Do not disclose the Card details to anyone except where necessary to complete a transaction. You should be sure that the retailer or service provider is genuine and has taken adequate steps to safeguard Your information before proceeding with the transaction and supplying them with the physical Card or details.
- 11.3 You must keep Your PIN safe at all times. This includes:
 - 11.3.1 Memorizing Your PIN as soon as You assign it.
 - 11.3.2 Never write Your PIN on Your Card or on anything You usually keep with Your Card;
 - 11.3.3 Keeping Your PIN secret at all times, do not use Your PIN if anyone else is watching;

- 11.3.4 Not disclosing Your PIN, secret codes, to any person is obligatory. Failure to comply with this may be treated as gross negligence and may affect Your ability to claim any losses.
- 11.4 Taking care of Your Card, PIN and other security information is essential to help prevent fraud and protect Your Card/Account. Please make sure that You follow the advice given below.
- 11.5 Do not let anyone else use Your Card, and do not tell anyone else Your PIN, password or other security information.
- 11.6 We will never ask You to tell Us Your PIN. If You are in any doubt about whether a caller is genuine, or if You are suspicious about them, take their details and call Us.
- 11.7 When You change your PIN at an enabled ATM, choose Your new PIN carefully. Avoid selecting a PIN that can be compromised using other information about You, such as numbers from Your date of birth or house number.
- 11.8 Always take reasonable steps to keep Your Card safe and Your PIN, password and other security information secret at all times.
- 11.9 Never give away Your Account details or other security information.
- 11.10 Keep Your Card receipts and other information about Your Account, such as statements, safe and destroy them carefully.

12 LOST, STOLEN OR DAMAGED CARDS

- 12.1 If You lose Your Card, or it is stolen, or if you suspect that it has been used by someone other than you, or that someone else knows your PIN, password or other security information, block your Card as soon as you can by logging on to your online Account at Cardonlinesystem.com or inform us by calling our Customer Service Team as stated in Section 15. You may be asked to provide Your Card number and other information to verify that You are the authorized cardholder. Following satisfactory completion of the verification process, We will then immediately block the Card to prevent unauthorized use.
- 12.2 Treat your Card like cash. If it is lost or stolen, you may lose some or all of the money in your Card Account.
- 12.3 After You have notified Us of the loss, theft or risk of misuse, and providing that We are able to identify Your Card and satisfy certain security checks, We will issue a replacement Card to You. The “cooling off” period described in clause 10 does not apply to replacement Cards.
- 12.4 If We believe You have acted fraudulently, or if We believe You have intentionally or with gross negligence failed to keep Your Card or its details safe at all times, We will hold You liable for all transactions and any associated fees. Subject to this, We will limit Your liability to £50 for any unauthorized transactions, if you have notified Us in accordance with this Condition.
- 12.5 Transactions less than £50 in value may not be investigated. You may be liable for that loss, and you will be responsible for recovering any losses from the merchant.

13 PURCHASES FROM RETAILERS

- 13.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Card.
- 13.2 Where a retailer provides a refund for any reason (for example, if You return the goods as faulty) it can take several days for the notification of the refund and the money itself to reach Us. As such, please allow 5-10 days from the date the refund was carried out for the refund to be applied to Your Card.

14 TRANSACTION DISPUTES

- 14.1 If You believe You did not authorize a particular transaction or that a transaction was incorrectly carried out, in order to get a refund You must contact Our Customer Services Team without undue delay - as soon as You notice the problem, and in any case no later than 4 weeks after the amount of the transaction has been deducted from the Card/Account.
- 14.2 Subject to the rest of this clause 14, we will limit your liability for any losses incurred in respect of unauthorized transactions arising from the use of a lost or stolen Card, or the misappropriation of the Card's details, except where:
- 14.2.1 The loss, theft or misappropriation of the Card was not detectable by You before the unauthorized transaction took place (unless you acted fraudulently or negligently, in which case You are liable for all losses incurred in respect of the unauthorized transaction), or
- 14.2.2 The loss was caused by acts or omissions of one of our employees or agents, in which case You are not liable for any losses.
- 14.3 You will be liable for all losses incurred in respect of an unauthorized transaction if You:
- 14.3.1 have acted fraudulently; or
- 14.3.2 have intentionally or with gross negligence failed to:
- 14.3.2.1 look after and use Your Card in accordance with the Agreement; or
- 14.3.2.2 notify Us of the problem in accordance with clause 12.1.
- 14.4 Except where You have acted fraudulently or negligently, You will not be liable for any losses incurred in respect of an unauthorized transaction:
- 14.4.1 which arise after Your notification to Us;
- 14.4.2 where We have failed to provide You with the appropriate means of notification, as found in clause 12.1;
- 14.5 Depending on the circumstances, Our Customer Services Team may require You to complete a dispute declaration form. We may conduct an investigation either before or after any refund has been made. We will let You know as soon as possible the outcome of any such investigation. If Our investigations show that any disputed transaction was authorized by You or You may have acted fraudulently or with gross negligence, We may reverse any refund made and You will be liable for all losses We suffer in connection with the transaction including but not limited to the cost of any investigation carried out by Us in relation to the transaction. We will give You reasonable notice of any reverse refund.
- 14.6 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Card balance and therefore unavailable for use – We refer to this as a “hanging authorizations” or “hold”. In these cases, You will need to contact Our Customer Service team in accordance with clause 15 and present relevant evidence to show that the transaction has been cancelled or reversed.
- 14.7 In certain circumstances, We may without notice refuse to complete a transaction that You have authorized. These circumstances include:
- 14.7.1 if We have reasonable concerns about the security of Your Card or We suspect Your Card is being used in a fraudulent or unauthorized manner;
- 14.7.2 if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that We receive notification of the transaction;
- 14.7.3 if there is an outstanding shortfall on the balance of Your Card;
- 14.7.4 if We have reasonable grounds to believe You are acting in breach of this Agreement;
- 14.7.5 if there are errors, failures (mechanical or otherwise) or refusals by retailers, payment processors or payment schemes processing transactions; or
- 14.7.6 if We are required to do so by law.
- 14.8 Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You in accordance with clause 14.9 above, We will notify You as soon as reasonably practicable of

the refusal and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal.

- 14.9 We may suspend Your Card, in which case You will not be able to use it for any transactions, if We have reasonable concerns about the security of Your Card or We suspect Your Card is being used in a fraudulent or unauthorized manner. We will notify You of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate, issue a new Card free of charge as soon as practicable once the reasons for the suspension cease to exist.
- 14.10 You may claim a refund for a transaction that You authorized provided that:
Your authorizations did not specify the exact amount when You consented to the transaction. Such a refund must be requested from Our Customer Services Team within 4 weeks of the amount being deducted from the Card. We may require You to provide Us with evidence to substantiate Your claim. Any refund or justification for refusing a refund will be provided within 15 Business Days of receiving Your refund request or, where applicable, within 15 Business Days of receiving any further evidence requested by Us. Any refund shall be equal to the amount of the transaction.

15 CUSTOMER SERVICES

- 15.1 Our Customer Services Team are normally available 9 am to 5.30 pm Monday to Friday. We will aim to resolve any complaints within 15 business days of receiving the complaint and in exceptional circumstances within 30 business days. You can contact Our Customer Services Team by the following methods:
- E-mail: info@cardonlinesystem.com
 - Telephone: +442038079656
 - Writing to: 40 Bank Street, Headquarter 3, Level 18, London, England, E14 5NR.
- We may monitor or record calls to help us improve our customer service;
If We need to contact You or send You a notification under this Agreement, We will do so by sending an email to the email address You provided Us with when You obtained the Card or by sending an SMS to Your registered mobile number unless stated otherwise in the Agreement.
- 15.2 Our business opening hours are Monday to Friday, 9 am to 5.30 pm. Correspondence received after the close of business on a particular day will be treated as having arrived on the following business day.
- 15.3 If You are not satisfied with any element of the service You receive, any complaints should also be made to Our Customer Services Team using the contact details in Condition 15.1 above. Calls may be monitored or recorded.

16 LIMITATION OF LIABILITY

- 16.1 None of the organizations described in clause 2.1 and 2.2 will be liable for:
- 16.1.1 any fault or failure relating to the use of the Card that is a result of abnormal and unforeseeable circumstances beyond Our control which would have been unavoidable despite all Our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;
 - 16.1.1 the goods or services that You purchase with Your Card;
 - 16.1.2 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses; or
 - 16.1.3 a merchant refusing to honor a transaction or refusing a payment; or
 - 16.1.4 any acts or omissions that are a consequence of Our compliance with any national or European Union law.
- 16.2 In addition to the circumstances in clause 16.1, Our liability shall be limited as follows:

- 16.2.1 where Your Card is faulty due to Our fault, Our liability shall be limited to the replacement of the Card or, at Our choice, repayment to You of the Available Funds on Your Card; or
- 16.2.2 where sums are incorrectly deducted from Your Card due to Our fault, Our liability shall be limited to payment to You of an equivalent amount.
- 16.3 In all other circumstances of Our default, Our liability will be limited to repayment of the amount of any Available Funds on the Card.
- 16.4 If You have used Your Card or allowed Your Card to be used fraudulently, in a manner that does not comply with these Terms and Conditions, for illegal purposes, or if You have allowed Your Card or details to be compromised due to negligence You will be held responsible for the use and misuse of the Card. We will take all reasonable and necessary steps to recover any loss from You, and there shall be no maximum limit to Your liability except where relevant laws or regulations impose such a limit. This means You should take care of Your Card and details and act responsibly, or You will be held liable.
- 16.5 We take the security of Your money very seriously. Your funds are held in a secure account specifically for the purpose of redeeming transactions made by Your Card. The Card is an electronic money product and although it is a product regulated by the Financial Conduct Authority (FCA), it is not covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event of any insolvency, funds that have reached Our account will be protected against claims by creditors.

17 YOUR PERSONAL INFORMATION

- 17.1 We collect certain information about the purchaser and the users of the Card in order to operate the Card program. Bastion Fingroup Limited is the Data Controller of Your personal data, and will manage and protect Your personal data in accordance with the Data Protection Act 2018 (UK).
- 17.2 We may transfer Your data outside the EU to our commercial partners where necessary to provide Our services to You, such as customer service, account administration, financial reconciliation, or where the transfer is necessary as a result of Your request, such as the processing of any international transaction. When We transfer data outside the EU, We will take steps to ensure that Your data is afforded substantially similar protection as data processed within the EU. Please be aware that not all countries have laws to protect data in a manner equivalent to that of the EU. Your use of Our products and services will indicate to Us that You agree to the transfer of Your data outside the EU. You have the right to object to the processing of Your data and to its transfer outside the EU on compelling legitimate grounds.
- 17.3 Unless You have provided Your explicit permission, Your personal data will not be used for marketing purposes by Us or Our commercial partners (unless You have independently provided Your consent to them directly), nor will it be shared with third parties unconnected with the Card scheme.
- 17.4 You have the right to request details of the personal information that is held about You, and You may receive this by writing to Us. Where legally permitted, We may charge for this service.

18 CHANGES TO THESE TERMS AND CONDITIONS

- 18.1 If any changes are made, they will be publicized on our website at least 2 months before the changes take effect (unless the law requires or permits Us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Agreement will be made available on our website at all times and will be sent to you by email upon request free of charge at any point during the Agreement.
- 18.2 We will also notify you of any change to the Agreement by email at least 2 months in advance. You will be deemed to have accepted the change if you do not notify us otherwise prior to the

date the change takes effect and continue to use the Card. If you do not accept the change, you may end this Agreement immediately and free of charge before the expiry of the notice.

- 18.3 There may be times when we will have to change this Agreement without notice or with a notice shorter than 2 months but this would happen in a very limited number of cases and only for legal, regulatory or security reasons. If this is the case, we will notify you of such changes with as much notice as possible, or as soon as possible after the change has taken effect if advance notice is not possible.

19 GOVERNING LAW

These General Terms and Conditions are concluded in English and governed by English law.

20 ASSIGNMENT

We may assign the benefit and burden of this Agreement to another company at any time by giving You 2 months' notice of this. If We do this, Your rights will not be affected.

These Terms and Conditions are correct at time of print. Please see the website www.bastion-fingroup.com for the current version.