

PERSONAL CARD TERMS & CONDITIONS

These ECOMMBX Personal Card Terms and Conditions govern the relationship between ECOMMBX LTD (hereinafter referred to as “the Company”) and the Cardholder. The provisions of this Section as amended from time to time are in addition to the other Sections and form an integral part of the Customer’s Agreement. The use of the ECOMMBX Personal Card shall be covered by this Section as well as the Customer’s Agreement Terms and Conditions. In the event of inconsistencies between the provisions of this Section and the other Terms and Conditions, the former shall prevail in respect to the use of ECOMMBX Personal Card (hereinafter referred to as the “The Card”).

1. The Cardholder

1.1. Eligible Cardholder must meet at least the following requirements:

- i.** Be at least 18 years old or over;
- ii.** Hold a valid ID document;
- iii.** Provide data identifying him such as name, surname, date of birth, residential address, contact details. The Company reserves the right to request additional information in order to comply with regulatory requirements;
- iv.** Must read, understand and accept the Terms and Conditions.

2. The Card

2.1. The Card shall be used by the Cardholder exclusively and always within the limits of the balance available in the account.

2.2. The Card must be signed by the Cardholder and may only be used:

- i.** by the Cardholder and cannot be transferred or given to any other person;
- ii.** in accordance with the Terms and Conditions of the Company as enforced from time to time;
- iii.** in accordance with the Laws of the Republic of Cyprus;
- iv.** within its validity period indicated on the Card;

2.3. The Card is a property of the Company and the Cardholder shall return the Card to the Company upon Company’s request.

2.4. The Card will access the available balance in the Cardholder’s Account held with the Company.

2.5. The Cardholder shall add funds to his Account by transferring funds from the Internet Banking Portal.

2.6. The Cardholder shall not use the Card for illegal purposes.

2.7. The Company shall not be liable if the Card is not accepted by any Merchant. Disputes between the Cardholder and a Merchant or other third party in reference to Card Transactions, shall not in any way affect the Cardholder’s obligation to pay to the Company any amount due arising or connected to the use of the Card and no claim or counter claim of the Cardholder against a Merchant and/or other third party shall constitute a defence or counterclaim against the Company.

3. Authorisation of Transaction

- 3.1.** A transaction is considered to be authorised only when the Cardholder has given consent to execute it.
- 3.2.** Consent to execute a transaction or a series of transaction shall be given in the following form:
- i.** By inserting the PIN at the point of sale or any other security code; or
 - ii.** Signature on a purchase receipt; or
 - iii.** By disclosing details written on the Card; or
 - iv.** Contact or contactless type of collecting data from a Card chip or magnetic stripe, 3-D Secure and card data manual input; or
 - v.** As per the instructions of the Merchant;
- 3.3.** In the absence of consent, a transaction shall be considered to be unauthorised.
- 3.4.** The payment orders of the Cardholder for the execution of a Transaction cannot be revoked once they have been received by the Company. If the Cardholder wishes to cancel a Transaction, he should contact the Merchant or the supplier of goods or services.

4. Keeping Security details and Card safe

- 4.1.** The Cardholder shall keep security details (such as PIN, Card Number, CVV etc.) and Card safe. In more details:
- i.** The Cardholder must sign the Card immediately on receipt with a permanent pen.
 - ii.** The Cardholder is responsible for the safeguarding of the Card and the prevention of fraudulent use.
 - iii.** The Cardholder must not allow any third party to use the Card with or without the PIN.
 - iv.** The Cardholder must not disclose the number of the Card unless for purposes of carrying out a Transaction or for purposes of reporting that the Card is lost or stolen.
 - v.** The Cardholder shall close down the Website or Mobile App when not used, and keep computer, mobile phone and email account secure.
 - vi.** The Cardholder should immediately and without delay contact the Company if the Card is lost, compromised or stolen, or if the Card or security details could be used without the Cardholders permission, or if the Cardholder suspected a possible suspicious transaction, unauthorised transaction, incorrectly executed Transaction, or the Card was not received when due.
 - vii.** The Cardholder shall ensure that third parties do not overhear/ listen to telephone conversations during which the Cardholder discloses the number or other details of the Card.

5. Theft and Loss of Card

5.1. In the event of loss, risk of unauthorised use, damage or non-timely receipt of the Card or in the event that the Personal Identification Number (PIN) becomes known to a third party, the Cardholder must immediately notify the Company as per below:

i. ECOMMBX LTD

27 Pindarou Street, Alpha Business Center, Ground Floor, Block B, 1060, Nicosia, Cyprus

Tel: +35722270349

Email: cards@ecommbx.com

ii. through the Internet Banking Portal

iii. through the Mobile App

It is noted that all the calls are recorded for the purpose of verifying the time when notice was given for any loss, danger of unauthorised use, destruction or not timely receipt of the Card. In the event where the Cardholder is unable to establish contact with the Company, he may alternatively notify the Visa Global Customer Care Services.

5.3. Any oral notification must be confirmed in writing within 7(seven) days.

6. Blocking of the Card

6.1. The Company may block the use of any Card or refuse to reissue or renew or replace a Card for objectively justifiable reasons which may include but is not limited to:

- i.** The security of the account and Card;
- ii.** The suspicion of use of the account and Card without authorization or fraudulently.

6.2. If such an event occurs, the Company will inform the Cardholder for the blocking along with the reasoning, if possible before proceeding to such actions, unless there is a breach of security reasons or disclosure is prohibited by the Law.

6.3. The blocking will be removed once such reason ceases to exist.

7. Errors and Unauthorized Transactions

7.1. The Cardholder may request reimbursement of a transaction that was incorrectly executed or made without his authorization, provided that the Cardholder notified the Company within a reasonable period of time and no later than 13 (thirteen) months from the date of credit/debit.

7.2. Where there is an incorrect execution of transaction made by the Company from the account of the Cardholder, then the Company shall reimburse the Cardholder by crediting the account with the full amount debited from the Cardholder's account without undue delay, and no later than the date on which the amount was debited by error and, where applicable, restore the debited payment account to the state in which it would have been had the unauthorized payment transaction not taken place.

7.3. The Cardholder shall be liable for all unauthorised transactions made by any person who was in possession of the Card or knew the PIN with the Cardholder's consent and/or was acting with the express or implied authorization of the Cardholder or if:

- i.** the Cardholder has acted fraudulently;
- ii.** the Cardholder has failed to use the Card according to the present terms and conditions or use the Card with intent or gross negligence;
- iii.** the Cardholder failed to comply with his obligation to notify the Company for the loss or theft of the Card;
- iv.** the Cardholder has failed to comply with his obligations for the safeguarding of the Card including the PIN, with intent or gross negligence.

7.4. The Cardholder shall be liable for losses up to the amount of 50 Euro or any other amount that may be provided by Law resulting from an unauthorized transaction.

8. Amendment of the Agreement

8.1. The Company has the right to amend this Agreement at any time.

8.2. Any amendments made by the Company, will be notified to the Cardholder subject to the provisions of the Payment Services Law. Any amendments necessary for the enrichment of the Services and their delivery, or where the rights and obligations of the Cardholder are not adversely affected shall have immediate effect, and the Cardholder will be notified for such amendments at the earliest opportunity.

8.3. Any amendment(s) made by the Company shall be deemed accepted by the Cardholder if the latter does not notify the Company of his disagreement thereto before the coming into force of the amendment(s). The Cardholder has the right to terminate this Agreement during the notice period as prescribed above. Any amendment made by the Company shall be deemed accepted by the Cardholder following the lapse of the notice period.

9. Termination of the Agreement

9.1. The Cardholder has the right to terminate this Agreement at any time by providing written instructions to the Company. The Company reserves the right not to close any of the accounts until the Cardholder settles any outstanding balances owed towards the Company. Furthermore, the Company reserves the right prior to closing any of the accounts of the Cardholder to set-off any balances of the Cardholder with any other liabilities of the Cardholder to the Company.

9.2. Upon termination of this Agreement, the Cardholder shall destroy and return the Card to the Company.

9.3. The Company reserves the right to unilaterally terminate this Agreement by providing a two-month written notice to the Cardholder.

9.4. The Company has the right to terminate this Agreement and close any or all accounts of the Cardholder if the Cardholder has:

- i.** seriously or persistently broken this Agreement;
- ii.** become insolvent;
- iii.** never been entitled to open the account or use the service, or is no longer entitled to have the account;
- vi.** provided the Company with any false information;

Or it may be reasonable for the Company to believe that:

- i.** the Cardholder has been using the Card for a purpose not covered by this Agreement;
- ii.** by continuing this Agreement, the Company may be in breach of any applicable Law or Regulation, Court order or other duty, requirement or obligation, including compliance with any internal financial crime risk management activity;
- iii.** there has been a breach of security or misuse of the Card of the Cardholder;
- iv.** the Cardholder has been involved in criminal activity whether or not linked to this Agreement and the accounts held with the Company.

9.5. Termination of this Agreement might cause termination of any other agreement the Cardholder has with the Company.

10. Protection of Personal Data

10.1. The Company has the obligation to ensure that that the personal data of the Cardholder are lawfully processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the ‘General Regulation’) and the relevant Protection of Natural Persons with regard to the Processing of Personal Data and the Free Movement of such Data Law, Law 125(I)/2018, as in force from time to time and/or any other relevant Law and/or Regulation and/or Directive.

10.2. The Company processes personal data of Cardholders as described in the Company’s Privacy Notice which can be found on the Company’s website.

11. Various

11.1. The Company has the right from time to time to issue new Cards in replacement of existing Cards. The new Cards can be of a different type from existing Cards. Unless the Cardholder is notified to the contrary, the present Terms and Conditions will apply for Cards issued in replacement of existing ones. The Company has the right, subject to the provisions of the Payment Services Law and all relevant European Regulations and Directives, to refuse an application for approval of a specific Card Transaction.

11.2. In the event of a change of address, the Cardholder must notify the Company accordingly in writing.

11.3. All applicable charges and financial information in relation to the Cards are displayed in the General Charge and Conditions which constitutes an integral part of this Agreement.

11.4. The Company may offer various benefits and/or services from time to time. The use of these benefits and/or services by the Cardholder is purely voluntary and offered by the Company on a “best effort basis.” The Company assumes no liability,

assurance guarantee or responsibility for the competence or expertise of any third party and/or Merchant and cannot guarantee the quality of the goods and/or services. The Company shall not be liable for any loss, damage and/or claim that may arise out of the use or non-use of any goods or services.

11.5. Any complaints concerning the use of the card or the dealing of the Cardholder can be submitted by the Cardholder at: complaints@ecommbx.com. For further information in relation to the Complaint Procedure, the Cardholder can refer to the Company's website.

12. Definitions

"Account" means the electronic accounts held with the Company which is linked to a Card;

"Account holder" for the purpose of this Agreement shall mean the physical person who has accepted the present agreement regarding the products and services offered by the Company and maintains an account with the Company;

"Agreement" or "Customer Agreement" means this agreement including all subsequent amendments and any additional documentation that accompanies it and to which Cardholder should adhere to;

"Business Day, Working or Workdays" means a day (other than a Saturday, Sunday or public/bank holiday) on which banks in Cyprus are open for business (other than for the sole purpose of 24-hour electronic banking);

"Card" means a payment instrument issued to an individual in order to effect transactions as defined in the terms and conditions, and includes any renewals issued by the Company;

"Cardholder" means the person at whose request the Card is issued;

"Fees" means the amounts stated in the General Charges and Commissions and/or Personal Card Fees.

"Merchant" means the person who agrees to accept the Card as payment for goods or services.

"PIN" means the Personal Identification Number.

"Payment Services Law" or "**Law**" means the Provision and Use of Payment Services and Access to Payment Systems Laws of 2018 to 2022 as well as the Payment services (PSD 2) - Directive (EU) 2015/2366, as amended from time to time.

"Terms and Conditions" means the Terms and Conditions available at: <https://www.ecommbanx.com/terms-conditions> and to which the Cardholder should adhere to.

"The Company", "we", "us" or "our" means ECOMMBX LTD which is licensed, registered, and supervised by the Central Bank of Cyprus as an Electronic Money Institution with license number 115.1.3.20/2018, registration number HE354749 and registered head office at 27 Pindarou Street, Alpha Business Centre, Ground Floor Block B, 1060, Nicosia, Cyprus and includes its successors and any person to whom it has assigned its rights under this Agreement.