

STARBOARD CARD
DEBIT CORPORATE OWNED FUNDS CARD
TERMS AND CONDITIONS OF USE

About Our Terms

This Cardholder Agreement is made up of two Sections:

Section 1 – where You are not a Microenterprise, the terms and conditions governing the Starboard Card which are between You and Transact Payments Malta Limited; and

Section 2 – where You are a Microenterprise, the terms and conditions governing the Starboard Card which are between You and Transact Payments Malta Limited.

Section 1 – Companies who are not Microenterprises

For Contract Holders who are not Microenterprises, Section 1 of this Cardholder Agreement applies to You and Section 2 does not apply.

These terms and conditions of use, and the provisions of the schedule, in relation to the use of the debit Card issued by Transact Payments Malta Limited constitute a binding agreement between You and Transact Payments Malta Limited.

You will be asked to confirm Your acceptance of this Cardholder Agreement when You apply for Cards via the Corporate Account Platform. If You refuse to accept this Cardholder Agreement, then Program Manager will not be able to complete Your order for Cards. The Cardholder Agreement will be governed by these terms and conditions and Schedule in force as displayed on the Website and the Corporate Account Platform.

Please read these terms and conditions and Schedule carefully and retain a copy for future reference.

1. Definitions and Interpretation

Account means the electronic money account provided by the following Ireland-authorised e-money institution: NoFrixion Ltd, which is authorised as an Electronic Money Institution by the Central Bank of Ireland, under firm reference number CBI00458163. For the avoidance of doubt, the issuance of electronic money is not governed by this Cardholder Agreement.

App means the mobile app supplied by the Program Manager that enables You and Your Card Uses to manage their card usage.

Applicable Law means any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Cardholder Agreement or such other rule as deemed valid by TPML from time to time.

Business Day means Monday to Friday, 9am to 5pm CET, excluding bank, national and public holidays in Malta.

Card means each physical or virtual debit card, as set out in the Schedule, issued to You by Us pursuant to licence by the Card Scheme, with an underlying Account holding the balance of the Card in the Denominated Currency. References to the Card include all Card details, Security Details and PINs.

Card Scheme has the meaning defined in the Schedule.

Card Services means any services provided by Us, Program Manager or any third-party service providers in connection with a Card.

Card User means an individual to whom a Card is supplied and who is validly authorised by You to use and to utilise funds held in the Account via a Card subject to this Cardholder Agreement and on Your behalf.

Cardholder Agreement means these terms and conditions in Section 1 and the Schedule relating to the use of Your Card(s) as amended from time to time.

Contract Holder means You, the corporate entity which pursuant to an agreement between the Contract Holder and Program Manager, owns the available funds that can be used by the Card User and to whom the Cards are issued.

Contract Holder Representative means a Card User who is additionally an individual acting as a representative of the Contract Holder and on its behalf on the basis of authorisation granted by the Contract Holder's board of directors or equivalent representative body to represent the Contract Holder in legal and contractual matters.

Corporate Account Platform means the online platform and the App operated by the Program Manager, where Cards can be ordered. Use of the Corporate Account Platform is regulated by an agreement entered into between the Contract Holder and Program Manager.

Customer Services means the department in charge of providing customer support for the Card as further indicated in the Schedule.

Denominated Currency has the meaning given to it in the Schedule.

Directive means Directive No. 1 of the Central Bank of Malta Act (Cap. 204 of the Laws of Malta).

Expiry Date means for:

- (a) Physical Cards: the expiry date showing on Your Card; and
- (b) Virtual Cards: the expiry date emailed to You following Your application for a Virtual Card.

Fee means any fee payable by You as referenced in the Schedule.

Identity Verification means identifying and verifying a natural person's identity on the basis of documents, data or information obtained from a reliable and independent source and in line with anti-money laundering legislation applicable from time to time in Malta.

Insolvency Event occurs, with respect to any party, in the event of:

- (c) that party passing a resolution, or a court making an order, that that party be wound up (except for the purposes of a bona fide, solvent reconstruction or amalgamation);

- (d) an order being made for the appointment of an administrator in relation to that party or a receiver, administrative receiver or manager being appointed over all or any part of that party's assets or undertaking;
- (e) that party being unable to pay its debts within the meaning of any insolvency law;
- (f) there being proposed in respect of that party any voluntary arrangement under any insolvency law; or
- (g) any circumstances occurring that are the equivalent of (a) to (d) above under the legislation and related case law and practice applicable to that party (where (a) to (d) above do not apply for any reason to that party).

IVR means the interactive voice recognition server that allows the Card User to perform certain Transactions on the Card, such as requesting up to date balance information, blocking and unblocking the Card, reporting the Card lost or stolen and seeking assistance with any enquiries in regard to the operation of the Card. Where IVR is available, it may be accessed using the number indicated in the Schedule.

KYC means "Know Your Customer" and constitutes Our verification of Your Personal Details.

Merchant means a retailer or any other person that accepts e-money.

Microenterprise means an entity engaged in any economic activity, irrespective of its legal form, which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet does not exceed EUR 2 million or currency equivalent.

Personal Data means any registered personal identity details relating to the use of the Card including (but not limited to) an individual's: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in Our Privacy Policy.

Physical Card means a Card, composed of plastic, metal or other material that can be used to carry out Transactions.

PIN or PIN Code means the personal identification number used to access certain Card services, provided to the Card User.

Program means the issuance, marketing, sale, processing, administration, supervision, maintenance, servicing, authorisation or usage of the Cards and any other payment services established in accordance with this Cardholder Agreement.

Program Manager means Dextera Parte Limited, incorporated and registered in England and Wales with company number 13922571 and registered office of Suite 2a1, Northside House, Mount Pleasant, Barnet, England, EN4 9EB, as per clause 22.2, the administrative and technical manager of the Card and in particular in charge of Customer Services.

Regulatory Authority means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this agreement, including without limitation the Malta Financial Services Authority.

Schedule means the schedule to Section 1 of this Cardholder Agreement.

Scheme has the meaning defined in the Schedule.

Security Details means certain information, including personal information, given by You on behalf of the Card User when applying for the Card and as notified to Program Manager by You from time to time.

SMS Service means an optional service used by the Card User to perform certain operations (including activation, blocking and unblocking a Card) by SMS text message. Where available, the SMS Service may be accessed using the number indicated in the Schedule.

Transaction means Your use of the Card to (i) make a payment, or a purchase of goods or services from a Merchant over the internet, via a point-of-sale, by phone or mail order or (ii) withdraw cash from an ATM or bank, where permitted.

Username and Password means a set of personal codes selected by You in order to access the App or Website.

Virtual Card means a set of verification procedures used as a non-physical equivalent to a Physical Card and providing some or all of the functionality of a physical card. Any reference to a Physical Card in this Cardholder Agreement excludes the Virtual Card.

Website means the website indicated in the Schedule, where Card Users may perform certain operations in relation to their Card such as activation, viewing Transactions, blocking and unblocking and raising queries with Customer Services in relation to use of the Card.

We, Us, TPML or Our means Transact Payments Malta Limited, a company incorporated in Malta with registered address at Vault 14, Level 2, Valletta Waterfront, Floriana, FRN 1914, company registration number 91879 and which is authorised by the Malta Financial Services Authority an electronic money institution.

You or Your means you, the Contract Holder of the Card who has entered into this Cardholder Agreement with Us and, as applicable, any Card User on the Contract Holder's behalf.

2. Purpose of the Card

2.1. The Card, whether physical or virtual, is a debit card featuring immediate debit of funds from the Account and systematic authorisation. The Card allows Card Users to access available funds that have previously been credited to the Account. The Card is not a credit card and all use is limited to the amount held in the Account and any other limits referred to in this Cardholder Agreement.

- 2.2. The Card is issued by Us at the Your request and upon acceptance of said request by Program Manager via the Corporate Account Platform. Physical Cards will be sent directly to You or the Card Users (as directed by You) as per the address specified on the Card order request completed on the Corporate Account Platform.
- 2.3. The Card can be used worldwide wherever You see the Card Scheme symbol displayed online, and for Physical Cards also at Automatic Teller Machines (“ATMs”) and merchants, including shops and restaurants who accept the Card Scheme (subject to local laws and regulations in the country of use), providing there are sufficient funds available in the Account for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use).
- 2.4. The Card remains at all times Our property and must be returned to Us or destroyed upon Our request. Use of the Card is personal to You and the Card Users. You cannot assign Your rights under this Cardholder Agreement, and the Card User is strictly prohibited from transferring or giving the Card to any third party or from allowing any third party to use the Card. The authorisation for You and/or Card Users to use the Card may be revoked at any time, in accordance with clause 10 below.
- 2.5. You shall be liable for all acts and omissions of Card Users purported to be carried out pursuant to the activities anticipated by this Cardholder Agreement. The Contract Holder warrants, represents and undertakes that it shall ensure that all Card Users are made aware of the content of this Cardholder Agreement and understand the obligations regarding the use of the Card.
- 2.6. The Contract Holder shall contractually ensure that Card Users are not permitted to use the Card unless such use has been authorised by the Contract Holder.

3. Use of Card

3.1. Activation and General Use of the Card

- (a) The Contract Holder must provide TPML with the names of all Card Users upon request.
- (b) The Contract Holder must provide TPML with all such required documentation and information in order to enable TPML to conduct Identity Verification on any and all Contract Holder Representatives appointed by it from time to time.
- (c) A Card cannot be used unless and until TPML has successfully conducted Identity Verification on the associated Contract Holder Representative and TPML is satisfied as to the identity of such Contract Holder Representative. TPML retains the right to conduct Identity Verification at any time on any Card User.

- (d) The Card cannot be used unless it has been activated within the notified time by the Card User. An activation procedure will be provided with each Physical Card. You must know, and ensure that Card Users know, and follow the steps required to activate the Physical Card and the instructions must be followed. You shall only supply the Card to the Card User and You shall be responsible for ensuring that each Card User complies with this Cardholder Agreement where applicable.
- (e) The Card is only for use by the Card User and expires on the date on the front of the Card. The Card cannot be used after it has expired.
- (f) The amount relating to each Transaction and any associated fees will be deducted from the balance on the Account.
- (g) When using the Card at certain merchants, including hotels, restaurants and petrol stations, the merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the balance available on the Card.
- (h) We do not recommend using the Card as: (i) a guarantee of payment, for example as a deposit for hotels, cruise lines or car rental, as merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend or as (ii) an arrangement for periodic billing as any debits as a result of such arrangements will be considered to have been authorised by You.
- (i) We do not recommend using a Virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals and online purchases picked up in person.
- (j) You agree to accept a credit to the Account if a Card User is entitled to a refund for any reason for goods or services purchased using the Card.
- (k) We are not responsible for ensuring that ATM's and point of sale terminals ("POS") will accept the Physical Card.
- (l) Strictly for Physical Cards, certain POS, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machine such as in car parking lots, and toll ways are not connected in real time to the Card Scheme approval. We accept no responsibility, and shall not be liable for, any inability of Card Users to use their Cards in such POS or machines.
- (m) You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use. Cards cannot be used for any illegal purpose. Any further restrictions on use are set out in the Schedule.
- (n) You agree that the Contract Holder is not a Microenterprise.

3.2. Available funds

- (a) The Card User where possible, should check that sufficient funds are available on the Account prior to attempting to make any Card Transaction to avoid disappointment or embarrassment if the Card is declined.
- (b) If there are insufficient funds in the Account to pay for a Transaction the Card may be declined or the retailer may allow payment of the balance by some other means.
- (c) The Card can only be used if the Account has a positive balance.
- (d) Strictly for Physical Cards, payments made on some machines, such as automatic fuel dispensers, generate a pre-authorisation to reserve an amount that may be greater than the payment requested. In this case, the request for pre-authorisation of the greater amount may result in denial of the Transaction and the associated payment. For services offered by these machines Card Users should ensure the Account has adequate funds to meet the amount required by the pre-authorisation.
- (e) The Card User may obtain certain information concerning the Card and recent Transactions via the Website, mobile application or by contacting Customer Services by telephone (available twenty-four (24) hours a day).

3.3. Temporary blocking of the Card

- (a) The Card User and/or Contract Holder may request to have the Card temporarily blocked by contacting Customer Services.
- (b) You and/or the Card User may request that the Card be unblocked at any time via the Corporate Platform or the Website (as applicable), or by contacting Customer Service using the information and according to the procedures set out in the Schedule.
- (c) Applying for a Card to be temporarily blocked shall not satisfy the obligation of the Card User or Contract Holder to inform Program Manager of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data.
- (d) If We block or suspend a Card, Program Manager shall notify You and/or the Card User by e-mail and/or SMS text message, if possible prior to blocking or suspending the Card, and at the latest, immediately after, unless We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any applicable law. The Card User and/or Card Holder can at any time request that the block be removed from their Card by contacting Customer Services at the contact details specified in the Schedule, but the discretion to unblock the Card or resume provision of Our services will be at Our

discretion.

3.4. **Card Renewal:** Any Card renewal, if applicable, shall be subject to the Schedule.

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

4. Card Limits and Fees

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

4.2. Withdrawal and/or Transaction limits may apply to the Card as detailed in the Schedule.

4.3. When the fees are linked to a Transaction that results from a related service without use of the Card, it will be carried out provided that sufficient funds are available in the Account to cover the cost of the Transaction and the fees, and related fees shall be separately debited from the balance.

4.4. Each time the Card User uses the Card, the value of the Transaction plus any applicable fees shall be debited from the Account. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available in the Account the Transaction will be declined, and applicable fees shall be charged to the Account in accordance with the provisions of the Schedule. These fees cannot exceed the amount of the payment order.

5. Card Security

5.1. Card Users must sign the back of the Physical Card as soon as they receive it.

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

5.3. Card User must keep the Card, Security Details and PIN (as applicable) safe by taking appropriate measures, including, but not limited to, the following:

- (a) never allowing anyone else to use the Card or sharing the PIN or Security Details with anyone;
- (b) not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
- (c) not interfering with any magnetic stripe or integrated circuit on the Card;
- (d) complying with any reasonable instructions We give about keeping the Card and the

PIN safe and secure;

- (e) using only secure internet sites for making Card Transactions online;
- (f) choosing strong passwords that mix alpha and numeric characters when managing the Account on-line;
- (g) checking ATMs for signs of tampering, e.g. false fronts, before use;
- (h) shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
- (i) reporting thefts of any Security Details relating to the Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in Card User's name.

5.4. Card User shall never be required to provide their PIN by telephone or on the internet in order to pay for goods or services or carry out a Transaction. If anyone asks Card User to reveal a PIN, the request should be refused and reported to Customer Services.

5.5. The Card may be suspended if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the Card is suspended, please contact Customer Services to reactivate the Card. There may be a twenty-four (24) hour delay in reactivating the Card.

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

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

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

5.9. Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by Us so We cannot guarantee that they will be secure and function at all times and We accept no liability for unavailability or interruption.

6. Authorising Transactions

6.1. You will need to give Your consent to each Transaction by, where applicable, a) using Your PIN or other security code personal to you; b) signing a sales voucher; c) providing the Card details and/or providing any other details personal to You and/or Your Card. Once You have given such consent to the Transaction, it will be deemed to be authorised. Provided that Your consent may be withdrawn, in the case of a direct debit and in the event a Transaction order is requested for a payment to be made on a specific day or at the end of a certain period, consent must be provided at the latest by the end of the Business Day preceding the day agreed for debiting the funds. Consent to execute

a series of payments may also be withdrawn, in which case any future payment transaction shall be considered to be unauthorised.

- 6.2. If a Transaction order is received after 4pm on a Business Day, then it will be deemed to have been received on the next Business Day.
- 6.3. If a Transaction order is for a payment to be made on a specific day or at the end of a certain period, the Transaction order shall be deemed to have been received on the agreed day. If the agreed day is not a Business Day, the Transaction order shall be deemed to have been received on the next Business Day.
- 6.4. After receipt of a Transaction order, the amount of the Transaction order shall be credited to the payee's account by the end of the following Business Day, calculated from the date of receipt of a Transaction order pursuant to clauses 6.2 and 6.3 hereof.
- 6.5. Once a Transaction has been authorised by you, it cannot be revoked and the time of receipt of a Transaction order is when it is received by Our processing partner.
- 6.6. Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services should You experience any problems using Your Card or Account and these will be resolved as soon as possible.

7. Loss, theft and misuse of cards

- 7.1. If the Card is lost, stolen, misused or is likely to be misused by a third party or You or the Card User suspect that someone else may know the related PIN or Security Details or has carried out an unauthorised Transaction, Card User must stop using the Card and notify Customer Services directly as soon as possible on becoming aware of such loss, theft, misappropriation or unauthorised use of the Card. The Card shall be suspended to avoid further losses upon Your notification to Customer Services in accordance with this clause.
- 7.2. We may also suspend a Card with or without notice if We suspect that the Card, PIN or any other Card-related security details have been, or are likely to be, misused, if any Transactions are deemed to be suspicious and/or are identified as being fraudulent, if We have reason to believe that You or the Card User have broken an important condition of these terms and conditions or that You or the Card User have repeatedly broken any term or condition and have failed to remedy it, or if We suspect illegal use of the Card.
- 7.3. You and/or the Card User will be required to confirm details of the loss, theft or misuse to Program Manager in writing.
- 7.4. You and/or the Card User may be required to assist Us, Program Manager, Our representatives or the police if the Card is stolen or We suspect the Card is being

misused.

- 7.5. Replacement Cards will be sent to the most recent address You have provided or an address provided by Contract Holder or Card User and may be subject to a fee as set out in the Schedule.
- 7.6. If any reported lost Card is subsequently found it must not be used unless You contact Customer Services first and obtain approval.

8. Our Liability to You

- 8.1. We will not be liable to You in respect of any losses You or the Card User may suffer in connection with or arising from the Card, except where such losses are due to a breach by Us of this Cardholder Agreement or due to Our negligence. In addition, We will not be liable for disputes concerning the quality of goods or services purchased from any merchant that accepted a Card or for any additional fees charged by the operator of POS or ATM terminals (e.g. when You are offered dynamic currency conversion at a point of sale). In particular, We will not be liable for any loss due to: (i) any failure due to events outside Our reasonable control; (ii) any system failure or industrial dispute outside Our control; (iii) any ATM or retailer refusing to or being unable to accept the Card; (iv) the way in which any refusal to accept the Card is communicated to You; (v) any infringement by You of any currency laws; (vi) Our taking any action required by any government, federal or state law or regulation or court order; or (vii) anything specifically excluded or limited elsewhere in this Cardholder Agreement.
- 8.2. Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage You may suffer as a result of Your total or partial use or inability to use Your Card, or the use of Your Card by any third party (including any fraudulent or unauthorised Transactions and subsequent unsuccessful chargebacks).
- 8.3. You agree to indemnify Us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have acted fraudulently, been negligent or have misused the Card or any of the services which We provide to You.
- 8.4. The above exclusions and limitations set out in this clause shall apply to any liability of Our affiliates such as the Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), to you, which may arise in connection with this Cardholder Agreement. For all intents and purposes of law, we are appearing hereon also as agents for Our affiliates such as the Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), limitedly for the purpose of this clause.

9. Terminating this agreement

- 9.1. This Cardholder Agreement shall continue in force until termination of Your Corporate Account Platform agreement with Program Manager or unless otherwise terminated in accordance with this clause 9 or clauses 10 and 14.3.
- 9.2. This Cardholder Agreement may be terminated at any time by the Contract Holder by sending 30 days' written notice to Customer Services or by Us, or Program Manager for Us, sending 30 days' written notice to You.
- 9.3. Once Your Physical Card has expired or if it is found after You have reported it as lost or stolen You must destroy it by cutting it in two through the magnetic strip.

10. Causes for Termination

- 10.1. We reserve the right, at any time and without prior notice, at Our discretion to terminate the Cardholder Agreement, to block or suspend use of the Card, restrict its functionality and/or to demand the return of the Card if any of the following circumstances arise:
- (a) the Physical Card was not activated within the notified activation period;
 - (b) We reasonably suspect the security of the Card has been compromised in any way or that you, or any third party, have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes;
 - (c) your agreement with Your Account provider has been suspended, restricted or terminated; or
 - (d) we are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law;
 - (e) in the event You, the Card User or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or the Card User to have done so;
 - (f) we believe that Your continued use of the Card may damage Our reputation;
 - (g) we believe that Your use of the Card may result in harm to Us or Our systems;
 - (h) you fail to provide the Personal Data necessary for Us to comply with Our legal obligations and to fulfil this Cardholder Agreement;
 - (i) you haven't given Us information we need or we believe that any of the information that You have provided to Us is incorrect or false;
 - (j) you do not access Your Account for 3 (three) years;
 - (k) we cannot process Your Transactions due to the actions of third parties;
 - (l) you have breached this Cardholder Agreement;
 - (m) in case of non-payment of any annual or other applicable fees, as set out in the Schedule; or
 - (n) You suffer an Insolvency Event or You cease or threaten to cease to carry on Your business
 - (o) You have breached this Cardholder Agreement.
- 10.2. As per clause 3.3, We shall remove the block on the Card as soon as practicable after We are satisfied, acting reasonably, that the reasons for blocking or suspending it no longer exist. If the circumstances for blocking or suspending the Card continue for 1

month, We may terminate the Cardholder Agreement instead.

- 10.3. Any termination or expiry of the Cardholder Agreement, howsoever caused, shall be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of the Cardholder Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.
- 10.4. The Contract Holder will be responsible for ensuring that all Cards Users have been notified of termination of the Cardholder Agreement.

11. Penalties

- 11.1. In addition to such actions constituting a breach of the provisions of this Cardholder Agreement, any illegal or fraudulent use of the Card by You or the Card User, or with knowledge, may be reported to the Police or any other relevant regulatory authority.
- 11.2. You shall be liable to Us for all losses, fees and other expenditure incurred by Us in relation to the recovery, cancellation or reversing of Transactions resulting from the misuse of the Card by You or the Card User or where You breach any important provision or repeatedly breach any provision of this Cardholder Agreement and fail to remedy it.

12. Confidentiality and Data Protection

- 12.1. TPML will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of Your Personal Data and Our processing of that data is necessary for each of Us to carry out Our obligations under this Cardholder Agreement. At times, the processing may be necessary so that we can take certain steps, at Your request, prior to entering into this Cardholder Agreement. If You fail to provide the Personal Data which we request, we will take steps to terminate this Cardholder Agreement in accordance with clause 10.1(h) above.
- 12.2. We will manage and protect Your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to Our [Privacy Policy](#) which is provided to You at the time we collect Your Personal Data.

13. Corporate Opt-Out

- 13.1. You agree that the following regulations of the Directive do not apply to this Cardholder Agreement:
 - (a) 14 to 36 inclusive;
 - (b) 38(1);
 - (c) 40(3), 48;

- (d) 50, 52, 53, 56; and
- (e) 64 and 65.

14. Variations of Cardholder Agreement

14.1. We may, at Our discretion, alter this Cardholder Agreement at any time.

14.2. In accordance with Our rights under the Directive, Our notice period for informing You of any change shall not be 2 months but we shall instead instruct Program Manager to give You 30 (thirty) days' prior notice by post or email before We make the change, unless the change is required to be implemented earlier by any applicable law, regulation or rule by Card Scheme, or if it relates to a change in the exchange rate, in which case the change can be made immediately. The version of this Cardholder Agreement displayed on the Website and Corporate Account Platform at any time shall constitute the binding version and shall render any previous one obsolete. You understand that the Website and the Corporate Account Platform should regularly be checked.

14.3. If You do not agree to the change, You should terminate the Cardholder Agreement by sending a written notice to Customer Services before the expiry of the notice period, and You will have the right to terminate the Cardholder Agreement free of charge and with effect at any time before the changes are applied. If You do not do so We will assume that You agree to the change and it will be implemented upon the expiry of the notice period.

15. Guarantee

15.1. Program Manager will at any time replace a Card reported as being defective. The defective product must be returned to Program Manager in that condition by registered post. Postage costs will be reimbursed by adding them to Your Account if the product is proven to be defective after being inspected by Program Manager's technicians.

15.2. If Our inspection of a returned Card reported by You or the Card User as being defective shows this to be incorrect then the Card shall be returned to You or the Card User.

16. Exclusions

16.1. The above guarantee is not applicable if:

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

17. General

- 17.1. Nothing in this Cardholder Agreement will confer on any third party any benefit under, or the right to enforce this Cardholder Agreement.
- 17.2. We may assign any of Our rights and obligations under this Cardholder Agreement to any other person or business, subject to such party continuing the obligations to You herein.
- 17.3. We may contact You by letter or email using the contact details You provide on the Corporate Account Platform.
- 17.4. At any time during the term of the Cardholder Agreement, You have the right to request a copy of this Cardholder Agreement.

18. Complaints

- 18.1. The Card program is managed by Program Manager. Should You wish to contact Us or complain about any aspect of Our service please contact Customer Services.
- 18.2. If having received a response from Our Customer Services Team You are unhappy with the outcome You can escalate Your complaint to Transact Payments Malta Limited's Complaints Department at complaints@transactpaymentslimited.com.
- 18.3. We will make every effort to reach a resolution to Your complaint, if we are unable to resolve Your issue to Your satisfaction we will explain the reasoning behind Our decision. We will make every possible effort to reply at the latest within fifteen (15) Business Days of receipt of the complaint. In exceptional circumstances, if the answer cannot be given within such timeframe for reasons beyond Our control We shall send You a holding reply, indicating the reasons for a delay in answering to the complaint and specifying a deadline by which You shall receive Our final reply. In any event the deadline for receiving Our final reply shall not exceed thirty-five (35) Business Days.
- 18.4. In the unlikely event that we are unable to resolve your issue you then have the right to optionally escalate your complaint to the Central Bank of Malta by emailing them at: complaints@centralbankmalta.org.

19. Law

This Cardholder Agreement and any disputes, which arise under it, shall be exclusively governed and construed in accordance with the laws of Malta.

20. Jurisdiction

You agree to the exclusive jurisdiction of the Maltese courts and tribunals.

21. Language

The English language version of this Cardholder Agreement and of any communications and Website content will prevail over any other language version which we may issue from time to time.

22. Miscellaneous

- 22.1. Your Card is issued by Transact Payments Malta Limited pursuant to its licence from the Card Scheme.
- 22.2. Program Manager administers and provides the Card issued by Transact Payments Malta Limited and is available to give You customer service support if You have any queries. Our Program Manager's also conduct activities such as sponsorship, marketing, and providing the IT platform and will carry out due diligence on You.
- 22.3. Any delay or failure to exercise any right or remedy under this Cardholder Agreement by Us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 22.4. The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Malta.
- 22.5. If any provision of this Cardholder Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 22.6. You may not assign or transfer any of Your rights and/or benefits under this Cardholder Agreement and You shall be the sole party to the contract between us. You will remain liable until all Cards issued to You are cancelled or have expired and all sums due under this Cardholder Agreement have been paid by You in full. We may assign Our rights and benefits under this Cardholder Agreement to a third party and may subcontract any of Our obligations under this Cardholder Agreement.

SCHEDULE TO STARBOARD ACCOUNT AND CORPORATE OWNED DEBIT CARD

This schedule, together with the terms and conditions provided above govern the use of Your Card. Your Card is a Physical/Virtual Card.

You will be asked to confirm Your acceptance of this Cardholder Agreement when You apply for Cards via the Corporate Account Platform. If You refuse to accept this Cardholder Agreement, We will not be able to complete Your order for Cards.

Unless specifically stated otherwise, words and expressions in this Schedule have the same meaning and interpretation as defined in the terms and conditions.

Definitions

Card Scheme: Visa; Visa is a registered trademark of Visa International

Denominated Currency: [EUR]/[USD]/[GBP]

Prohibited use: You must not use the Card to purchase the following:

- 4829 - Wire Transfer Money Orders
- 6051 - Quasi-cash
- 6540 - POI Funding Transactions – Stored Value Card

Website: <http://starboardcard.com>

Customer Services: The Customer Service Department can be contacted via the below channels:

- By e-mail:
 - Customer Service: support@starboardcard.com
 - Complaints: complaints@starboardcard.com
- By mail: Dextera Parte, Unit 8 Acorn Business Park, Northarbour Road, Portsmouth, Hampshire, PO6 3TH
- On the Website: <https://starboardcard.com/>
- Via phone number: +44 23 8180 1080

1. Information to be provided in order to activate the Card

The Card user must activate the Card as soon as it is received by following the instructions detailed on the information documents accompanying the Card.

The Card User's PIN will be communicated to the Card User at the end of the activation process (e.g. by phone, SMS, or via the Website).

2. Your Card Limits

Below are the maximum limits for the virtual and physical card profiles. The limits are in the currency of the card. Please note, additional spend controls may be applied to individual business accounts and/or cardholders at the Program Managers discretion.

	Physical (limits shown are in Euros. Currency equivalents are applicable for cards issued in other currencies)	Virtual (limits shown are in Euros. Currency equivalents are applicable for cards issued in other currencies)
Online Transaction Limit (1 day)		
Value	350,000 per card	350,000 per card
Frequency	100 per card	100 Per Card
Monthly Online Limit		
Value	10,645,000 per card	10,645,000 per card
Frequency		
POS Transaction Limit (1 day)		
Value	350,000 per card	350,000 per card
Frequency	100 per card	100 per card
POS Transaction Limit (4 days)		
Value	1,400,000 per card	1,400,000 per card
Frequency	400 per card	400 per card
POS Monthly Limit		
Value	10, 645,000	10, 645,000
Frequency		
ATM Transaction Limit (1 day)		
Value	5,000	n/a
Frequency	10	n/a
ATM Transaction Limit (4 days)		
Value	20,000	n/a
Frequency	40	n/a

You can (i) withdraw cash funds via ATM (although there is a charge for this service as set out below) or (ii) pay for goods and services (via an appropriate electronic payment terminal) at all points of sale ("POS") terminals that display Visa symbol.

3. Your Card Charges

All payments made using Your Card shall be in the Denominated Currency. If the Card is used to pay for goods and services in a different currency to the Denominated Currency, the amount payable shall be converted at the Visa conversion rate. You may also be charged a foreign exchange Fee as set out in the Schedule. In order to allow You to compare charges for currency conversion, You can view the real-time percentage difference between the amount that will be charged on Your Card for a foreign currency Transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Website. You accept

and agree that Article 4 paragraph 5 and paragraph 6 of Regulation (EU) 2021/1230 - do not apply and that no electronic message will be sent to You upon making a cross-border currency Transaction. A foreign exchange management fee will apply as set out below:

Type	Description	Fee	Frequency
Paying with Your Card	Payment with Your Card in Your Card's currency ⁽¹⁾	n/a	
	Payment in a different currency than Your Card's currency ⁽¹⁾	1.5%	per payment transaction
Cash withdrawal	Cash withdrawal in Your Card's currency	n/a	per withdrawal
	Cash withdrawal different currency than Your Card's currency ⁽²⁾	1.5%	per ATM withdrawal
Card delivery	Fast track card delivery	Price on Application (to be determined at the time of ordering)	
New card	Replacement or additional card cost outside of initial card allocation	£45	per card

⁽¹⁾ Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.

⁽²⁾ Note: in some countries, ATM use may be subject to applicable Fees, surcharge rules and regulations of the relevant ATM, or other financial institution or association, without Our knowledge or control.

1. Section 2 – Companies who are Microenterprises

For Contract Holders who are Microenterprises, Section 2 of this Cardholder Agreement applies to You and Section 1 does not apply.

These terms and conditions of use, and the provisions of the schedule, in relation to the use of the debit Card issued by Transact Payments Malta Limited constitute a binding agreement between You and Transact Payments Malta Limited.

You will be asked to confirm Your acceptance of this Cardholder Agreement when You apply for Cards. If You refuse to accept this Cardholder Agreement, then Program Manager will not be able to complete Your order for Cards. The Cardholder Agreement will be governed by these terms and conditions and Schedule in force as displayed on the Website and the Corporate Account Platform.

Please read these terms and conditions and Schedule carefully and retain a copy for future reference.

1. Definitions and Interpretation:

Account	the electronic money account provided by the following Ireland-authorised e-money institution: NoFrixion Ltd, which is authorised as an Electronic Money Institution by the Central Bank of Ireland, under firm reference number CBI00458163. For the avoidance of doubt, the issuance of electronic money is not governed by this Cardholder Agreement.
App	means the mobile app supplied by the Program Manager that enables You and Your Card Uses to manage their card usage.
Applicable Law	any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Cardholder Agreement or such other rule as deemed valid by TPML from time to time.
Business Day	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Malta.
Card	means each plastic or virtual debit card, as set out in the Schedule, issued to You by Us pursuant to licence by the Card Scheme, with an underlying Account holding the balance of the Card in the Denominated Currency. References to the Card include all Card details, Security Details and PINs. You .

Card Scheme	has the meaning defined in the Schedule.
Card Services	means any services provided by Us, Program Manager or any third-party service providers in connection with a Card.
Card User	means an individual to whom a Card is supplied and who is validly authorised by You to use and to utilise funds held in the Account via a Card subject to this Cardholder Agreement and on Your behalf.
Cardholder Agreement	These terms and conditions in Section 2 and the Schedule relating to the use of Your Card(s) as amended from time to time.
Contract Holder	Means You, the corporate entity, which owns the available funds that can be used by the Card User and to whom the Cards are issued.
Contract Holder Representative	means a Card User who is additionally an individual acting as a representative of the Contract Holder and on its behalf on the basis of authorisation granted by the Contract Holder's board of directors or equivalent representative body to represent the Contract Holder in legal and contractual matters, including in relation to the operation of the Program.
Corporate Account Platform	means the online platform [and the App] operated by the Program Manager, where Cards can be ordered. Use of the Corporate Account Platform is regulated by an agreement entered into between the Contract Holder and Program Manager.
Customer Services	means the department in charge of providing customer support for the Card as further indicated in the Schedule.
Denominated Currency	has the meaning given to it in the Schedule.
Directive	means Directive No. 1 of the Central Bank of Malta Act (Cap. 204 of the Laws of Malta).
Expiry Date	for Physical Cards: The expiry date showing on Your Card. for Virtual Cards: the expiry date emailed to You following Your application for a Virtual Card.
Fee	any fee payable by You as referenced in the Schedule.
Identity Verification	means identifying and verifying a natural person's identity on the basis of documents, data or information obtained from a reliable and independent source and in line with anti-money laundering legislation applicable from time to time in Malta.
Insolvency Event	occurs, with respect to any party, in the event of

- (a) that party passing a resolution, or a court making an order, that that party be wound up (except for the purposes of a bona fide, solvent reconstruction or amalgamation);
- (b) an order being made for the appointment of an administrator in relation to that party or a receiver, administrative receiver or manager being appointed over all or any part of that party's assets or undertaking;
- (c) that party being unable to pay its debts within the meaning of any insolvency law;
- (d) there being proposed in respect of that party any voluntary arrangement under any insolvency law; or
- (e) any circumstances occurring that are the equivalent of (a) to (d) above under the legislation and related case law and practice applicable to that party (where (a) to (d) above do not apply for any reason to that party).

IVR	means the interactive voice recognition server that allows the Card User to perform certain Transactions on the Card, such as requesting up to date balance information, blocking and unblocking the Card, reporting the Card lost or stolen and seeking assistance with any enquiries in regard to the operation of the Card. Where IVR is available, it may be accessed using the number indicated in the Schedule.
KYC	means "Know Your Customer" and constitutes Our verification of Your Personal Details.
Merchant	A retailer or any other person that accepts e-money.
Microenterprise	means an entity engaged in any economic activity, irrespective of its legal form, which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet does not exceed EUR 2 million or currency equivalent or, if it is part of a group, the group's annual turnover and/or annual balance sheet does not exceed EUR 2 million or currency equivalent.
Personal Data	the registered personal identity details relating to the use of Your Card and App including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in Our Privacy Policy.
Physical Card	means a Card, composed of plastic, metal or other material that can be used to carry out Transactions.
PIN or PIN Code	Personal Identification Number; that is, the security number provided for use with Your Card.
Program	means the issuance, marketing, sale, processing, administration, supervision, maintenance, servicing, authorisation or usage of the Cards and any other payment services established in accordance with this Cardholder Agreement.
Program Manager	Dextera Parte Limited, incorporated and registered in England and Wales with company number 13922571 and registered office of Suite 2a1, Northside House, Mount Pleasant, Barnet, England, EN4 9EB

Regulatory Authority	as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this Cardholder Agreement, including without limitation the Malta Financial Services Authority.
Schedule	the schedule contained in Section 2 of this Cardholder Agreement.
Scheme	has the meaning defined in the Schedule.
Security Details	means certain information, including personal information, given by You on behalf of the Card User when applying for the Card and as notified to Program Manager by You from time to time.
SMS Service	means an optional service used by the Card User to perform certain operations (including activation, blocking and unblocking a Card) by SMS text message. Where available, the SMS Service may be accessed using the number indicated in the Schedule.
Transaction	the use of Your Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of Your Card including where payment is made over the internet, via a point-of-sale, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using Your Card.
Username and Password	a set of personal codes selected by You in order to access the App.
Virtual Card	a set of verification procedures used as a non-physical equivalent to a Physical Card and providing some or all of the functionality of a physical card. Any reference to a Physical Card in this Cardholder Agreement excludes the Virtual Card.
Website	means the website indicated in the Schedule, where Card Users may perform certain operations in relation to their Card such as activation, viewing Transactions, blocking and unblocking and raising queries with Customer Services in relation to use of the Card.
we, Us, TPML or our	Transact Payments Malta Limited, a company incorporated in Malta with registered address at Vault 14, Level 2, Valletta Waterfront, Floriana, FRN 1914, company registration number 91879 and which is authorised by the Malta Financial Services Authority an electronic money institution.
you or your	means you, the Contract Holder of the Card who has entered into this Cardholder Agreement with Us and, as applicable, any Card User on the Contract Holder's behalf.

2. Purpose of the Card

- 2.1. The Card, whether physical or virtual, is a debit card featuring immediate debit of funds from the Account and systematic authorisation. The Card allows Card Users to access

available funds that have previously been credited to the Account. The Card is not a credit card and all use is limited to the amount held in the Account and any other limits referred to in this Cardholder Agreement.

- 2.2. The Card is issued by Us at the Your request and upon acceptance of said request by Program Manager via the Corporate Account Platform. Physical Cards will be sent directly to You or the Card Users (as directed by You) as per the address specified on the Card order request completed on the Corporate Account Platform.
- 2.3. The Card can be used worldwide wherever You see the Card Scheme symbol displayed online, and for Physical Cards also at Automatic Teller Machines (“ATMs”) and merchants, including shops and restaurants who accept the Card Scheme (subject to local laws and regulations in the country of use), providing there are sufficient funds available in the Account for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use).
- 2.4. The Card remains at all times Our property and must be returned to Us or destroyed upon Our request. Use of the Card is personal to You and the Card Users. You cannot assign Your rights under this Cardholder Agreement, and the Card User is strictly prohibited from transferring or giving the Card to any third party or from allowing any third party to use the Card. The authorisation for You and/or Card Users to use the Card may be revoked at any time, in accordance with clause 10 below.
- 2.5. You shall be liable for all acts and omissions of Card Users purported to be carried out pursuant to the activities anticipated by this Cardholder Agreement. The Contract Holder warrants, represents and undertakes that it shall ensure that all Card Users are made aware of the content of this Cardholder Agreement and understand the obligations regarding the use of the Card.
- 2.6. The Contract Holder shall contractually ensure that Card Users are not permitted to use the Card unless such use has been authorised by the Contract Holder.

3. Use of Card

3.1. Activation and General Use of the Card

- (a) The Contract Holder must provide TPML with the names of all Card Users upon request.
- (b) The Contract Holder must provide TPML with all such required documentation and information in order to enable TPML to conduct Identity Verification on any and all Contract Holder Representatives appointed by it from time to time.
- (c) A Card cannot be used unless and until TPML has successfully conducted Identity Verification on the associated Contract Holder Representative and TPML is satisfied

as to the identity of such Contract Holder Representative. TPML retains the right to conduct Identity Verification at any time on any Card User.

- (d) The Card cannot be used unless it has been activated within the notified time by the Card User. An activation procedure will be provided with each Physical Card. You must know, and ensure that Card Users know, and follow the steps required to activate the Physical Card and the instructions must be followed. You shall only supply the Card to the Card User and You shall be responsible for ensuring that each Card User complies with this Cardholder Agreement where applicable.
- (e) The Card is only for use by the Card User and expires on the date on the front of the Card. The Card cannot be used after it has expired.
- (f) The amount relating to each Transaction and any associated fees will be deducted from the balance on the Account.
- (g) When using the Card at certain merchants, including hotels, restaurants and petrol stations, the merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the balance available on the Card.
- (h) We do not recommend using the Card as: (i) a guarantee of payment, for example as a deposit for hotels, cruise lines or car rental, as merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend or as (ii) an arrangement for periodic billing as any debits as a result of such arrangements will be considered to have been authorised by You.
- (i) We do not recommend using a Virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals and online purchases picked up in person.
- (j) You agree to accept a credit to the Account if a Card User is entitled to a refund for any reason for goods or services purchased using the Card.
- (k) We are not responsible for ensuring that ATM's and point of sale terminals ("POS") will accept the Physical Card.
- (l) Strictly for Physical Cards, certain POS, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machine such as in car parking lots, and toll ways are not connected in real time to the Card Scheme approval. We accept no responsibility, and shall not be liable for, any inability of Card Users to use their Cards in such POS or machines.
- (m) You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use. Cards cannot be used for any illegal purpose. Any further restrictions on use are set out in

the Schedule.

3.2. Available funds

- (a) The Contract Holder should check that sufficient funds are available on the Account prior to the Card User attempting to make any Card Transaction to avoid disappointment or embarrassment if the Card is declined.
- (b) If there are insufficient funds in the Account to pay for a Transaction the Card may be declined or the retailer may allow payment of the balance by some other means.
- (c) The Card can only be used if the Account has a positive balance.
- (d) Strictly for Physical Cards, payments made on some machines, such as automatic fuel dispensers, generate a pre-authorisation to reserve an amount that may be greater than the payment requested. In this case, the request for pre-authorisation of the greater amount may result in denial of the Transaction and the associated payment. For services offered by these machines Card Users should ensure the Account has adequate funds to meet the amount required by the pre-authorisation.
- (e) The Card User may obtain certain information concerning the Card and recent Transactions via the Website, App or by contacting Customer Services by telephone (available twenty-four (24) hours a day, answered by an IVR and then, if necessary, by an operator).

3.3. Temporary blocking of the Card

- (a) The Card User and/or Contract Holder may request to have the Card temporarily blocked by contacting Customer Services.
- (b) You and/or the Card User may request that the Card be unblocked at any time via the Corporate Platform or the Website (as applicable), by contacting the IVR or by SMS using the information and according to the procedures set out in the Schedule.
- (c) Applying for a Card to be temporarily blocked shall not satisfy the obligation of the Card User or Contract Holder to inform Program Manager of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data.
- (d) If We block or suspend a Card, Program Manager shall notify You and/or the Card User by e-mail and/or SMS text message, if possible prior to blocking or suspending the Card, and at the latest, immediately after, unless We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any applicable law. The Card User and/or Card Holder can at any time request that the block be removed from their Card by contacting Customer Services at the contact details specified in the Schedule, but

the discretion to unblock the Card or resume provision of Our services will be at Our discretion.

3.4. **Card Renewal:** Any Card renewal, if applicable, shall be subject to the Schedule.

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

4. Card Limits and Fees

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

4.2. Withdrawal and/or Transaction limits may apply to the Card as detailed in the Schedule.

4.3. When the fees are linked to a Transaction that results from a related service without use of the Card, it will be carried out provided that sufficient funds are available in the Account to cover the cost of the Transaction and the fees, and related fees shall be separately debited from the balance.

4.4. Each time the Card User uses the Card, the value of the Transaction plus any applicable fees shall be debited from the Account. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available in the Account the Transaction will be declined, and applicable fees shall be charged to the Account in accordance with the provisions of the Schedule. These fees cannot exceed the amount of the payment order.

5. Card Security

5.1. Card Users must sign the back of the Physical Card as soon as they receive it.

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

5.3. You must keep the Card, Security Details and PIN (as applicable) safe by taking appropriate measures, including, but not limited to, the following:

- (a) never allowing anyone else to use the Card or sharing the PIN or Security Details with anyone;
- (b) not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;

- (c) not interfering with any magnetic stripe or integrated circuit on the Card;
- (d) complying with any reasonable instructions We give about keeping the Card and the PIN safe and secure;
- (e) using only secure internet sites for making Card Transactions online;
- (f) choosing strong passwords that mix alpha and numeric characters when managing the Account on-line;
- (g) checking ATMs for signs of tampering, e.g. false fronts, before use;
- (h) shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
- (i) reporting thefts of any Security Details relating to the Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.

5.4. You shall never be required to provide Your PIN by telephone or on the internet in order to pay for goods or services or carry out a Transaction. If anyone asks You to reveal a PIN, the request should be refused and reported to Customer Services.

5.5. The Card may be suspended if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the Card is suspended, please contact Customer Services to reactivate the Card. There may be a twenty-four (24) hour delay in reactivating the Card.

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

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

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

5.9. Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by Us so We cannot guarantee that they will be secure and function at all times and We accept no liability for unavailability or interruption.

6. Authorising Transactions

6.1. You will need to give Your consent to each Transaction by, where applicable, a) using Your PIN or other security code personal to you; b) providing the Card details and/or providing any other details personal to You and/or Your Card. Once You have given such consent to the Transaction, it will be deemed to be authorised. Provided that Your consent may be withdrawn, in the case of a direct debit and in the event a Transaction order is for a payment to be made on a specific day or at the end of a certain period, at the latest by the end of the Business Day preceding the day agreed for debiting the funds.

Consent to execute a series of payments may also be withdrawn, in which case any future payment transaction shall be considered to be unauthorised.

- 6.2. The time of receipt of a Transaction order is when it is received by Our processing partner. If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- 6.3. If a Transaction order is for a payment to be made on a specific day or at the end of a certain period, the Transaction order shall be deemed to have been received on the agreed day. If the agreed day is not a Business Day, the Transaction order shall be deemed to have been received on the next Business Day.
- 6.4. After receipt of a Transaction order, the amount of the Transaction order shall be credited to the payee's account by the end of the following Business Day, calculated from the date of receipt of a Transaction order pursuant to clauses 6.2 and 6.3 hereof.
- 6.5. Once a Transaction has been authorised by you, it cannot be revoked and the time of receipt of a Transaction order is when it is received by Our processing partner.
- 6.6. Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services should You experience any problems using Your Card and these will be resolved as soon as possible.

7. Loss, Theft or Misuse of cards and Non-Executed or Defective Transactions

- 7.1. You are responsible for protecting Your Card as if it were cash in Your wallet – if it is lost or stolen, You may lose some or all of the money on Your Card unless You contact Us as specified in this condition.
- 7.2. If the Card is lost, stolen, misused or is likely to be misused by a third party or You or the Card User suspect that someone else may know the related PIN or Security Details or has carried out an unauthorised Transaction, Card User must stop using the Card and notify Customer Services directly as soon as possible on our 24-hour lost and stolen card helpline on +44 23 8180 1080 on becoming aware of such loss, theft, misappropriation or unauthorised use of the Card. The Card shall be suspended to avoid further losses upon Your notification to Customer Services in accordance with this clause.
- 7.3. We may also suspend a Card with or without notice if We suspect that the Card, PIN or any other Card-related security details have been, or are likely to be, misused, if any Transactions are deemed to be suspicious and/or are identified as being fraudulent, if We have reason to believe that You have broken an important condition of these Terms or that You have repeatedly broken any term or condition and have failed to remedy it, or if We suspect illegal use of the Card.

- 7.4. You and/or the Card User will be required to confirm details of the loss, theft or misuse to Program Manager in writing.
- 7.5. You and/or the Card User may be required to assist Us, Program Manager, Our representatives or the police if the Card is stolen or We suspect the Card is being misused.
- 7.6. If Our investigations reveal that You authorised a disputed Transaction or that You acted fraudulently or that You negligently or with intent breached the terms of this Cardholder Agreement (for example, by not keeping Your Card or PIN safe), You may be liable for any loss we suffer due to use of the Card.
- 7.7. You may be liable for up to fifty euro (€50) or currency equivalent resulting from any losses incurred in respect of unauthorised payment transactions arising from the use of a lost or stolen card or misappropriation of Your card. You will not be liable for any losses: (a) if the loss or theft of the card was not detectable by You before the transaction; (b) if the loss was caused by Our actions or of an entity to which We outsource, after You have notified Us of the loss, theft or misappropriation of Your card. In all cases You will be liable for all losses relating to an unauthorised payment transaction if You act fraudulently, or with gross negligence, or if You are in breach of this Cardholder Agreement.
- 7.8. You agree to cooperate with Our agents, any Regulatory Authority, the police and Us if Your Card is lost, stolen or if we suspect fraudulent use of the Card.
- 7.9. Once a loss, theft or unauthorised use of Your Card is reported, use of the Card shall be blocked to avoid further losses.
- 7.10. In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify You of the outcome. We will not charge You for such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which You may be subject, without undue delay.
- 7.11. In the event that a Transaction that was executed within European Economic Area arrived later than it should have according to the terms of this Cardholder Agreement, You may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.
- 7.12. If You make a Transaction order, and We fail to execute it, We will refund You without undue delay for the amount of the Transaction and restore Your Account to the position it would have been in had the failure not occurred.
- 7.13. If You make a Transaction order, and We execute it late, We will ensure that the credit value date for the payee's payment account is no later than the date on which the amount would have been value dated, had the transaction been correctly executed.
- 7.14. We will only provide a refund if you request it from us within 8 weeks of the date on which it was debited.
- 7.15. Replacement Cards will be sent to the most recent address You have provided or an

address provided by the Contract Holder or Card User and may be subject to a Fee as set out in the Schedule.

- 7.16. If any reported lost Card is subsequently found it must not be used unless You contact Customer Services first and obtain approval.

8. Cancellation

- 8.1. You may terminate Your Card at any time by contacting Customer Services.
- 8.2. Once Your Card has been cancelled, it will be Your responsibility to destroy Your Physical Card(s).
- 8.3. If any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, we will notify You of the amount and You must immediately repay to Us such amount on demand.

9. Expiry

- 9.1. Your Cards cannot be used after their Expiry Date.

10. Termination or Suspension of Your Card

- 10.1. When this Cardholder Agreement is terminated, Your Card cannot be used. We, or Program Manager for us, may terminate this Cardholder Agreement at any time by giving You two months' advance notice (which will be sent to the email address that You have provided to us);
- 10.2. We, or Program Manager for us, can suspend Your Card, restrict its functionality or terminate this Cardholder Agreement at any time with immediate effect if:
- (a) you haven't given Us the information we need or we believe that any of the information that You have provided to Us was incorrect or false; or
 - (b) you do not pay money that You owe to us; or
 - (c) you fail to provide the Personal Data necessary for Us to comply with Our legal obligations and to fulfil this Cardholder Agreement; or
 - (d) we reasonably suspect that the security of the Card has been compromised or that you, or any third party, have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes; or
 - (e) your agreement with the Account provider has been suspended, restricted or terminated; or
 - (f) we believe that Your use of the Card may result in harm to Us or Our systems; or
 - (g) we believe that Your continued use of the Card may damage Our reputation; or
 - (h) You suffer an Insolvency Event or You cease or threaten to cease to carry on Your business; or

- (i) we are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law; or
 - (j) we cannot process some or all of Your Transactions due to the actions of third parties; or
 - (k) you have breached this Cardholder Agreement; or
 - (l) in the event You, the Card User or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or the Card User to have done so;
 - (m) the Card is not activated within the notified activation period; or
 - (n) you do not access Your Account for 3 (three) years.
- 10.3. In the event that we do suspend or terminate Your Card then, where lawfully permitted, we or Program Manager shall notify You in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

11. Payment Disputes

- 11.1. If You dispute a Transaction that You have authorised, and which has been processed on Your Card, You should settle this with the person You bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with Your Card.
- 11.2. If Your dispute with a Merchant relating to a Transaction cannot be resolved You should contact Us at Customer Services, and we will attempt to assist You as far as is reasonably practicable.
- 11.3. If You have reason to believe that a Transaction was carried out without Your consent or in error, You may ask Program Manager to investigate the Transaction. If an investigation occurs, the disputed amount will be unavailable to spend until Our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from Your balance and we may charge You an investigation fee, subject to the Schedule. If You do not have sufficient balance, You must repay Us the amount immediately on demand.

12. Foreign Exchange

- 12.1. If You use Your Card in a currency other than the currency in which Your Card is denominated ("**Foreign Currency Transaction**"), the amount deducted from Your balance will be the amount of the Foreign Currency Transaction converted to Your Card currency using a rate set by the Scheme.
- 12.2. You may also be charged a foreign exchange Fee as set out in the Schedule. In order to allow You to compare charges for currency conversion, You can view the real-time percentage difference between the amount that will be charged on Your Card for a Foreign Currency Transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the

European Central Bank. You can view this information on the Website prior to making a Foreign Currency Transaction.

13. Our Liability

13.1. We shall not be liable for:

- (a) any default resulting directly or indirectly from any cause beyond Our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;
- (b) any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- (c) any use of this Card that is contrary to this Cardholder Agreement;
- (d) any goods or services that are purchased with the Card; and
- (e) any damages due to loss, fraud or theft that You have reported to Us later than 13 months after the event.

13.2. We will not be liable to You if Your contact details have changed and You have not told us.

13.3. Where the Card is faulty due to Our default, Our liability shall be limited to replacement of the Card;

13.4. Nothing in this Cardholder Agreement shall exclude or limit Our liability for death or personal injury resulting from Our negligence or fraud.

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

13.6. You may request a refund for a Transaction that was initiated by or through a payee if: (a) The exact amount of the payment was not specified at the time You gave Your consent to the transaction; and (b) The amount of the transaction exceeded the amount You reasonably expected to pay, taking into account Your previous spending pattern, the terms of the Cardholder Agreement, and the relevant circumstances.

13.7. If You request a refund under clause 13.6, You must provide Us with sufficient evidence that these conditions are met. We may ask You to give Us information about Your previous spending habits and any other relevant circumstances. Such request must be made within eight weeks of the date the funds were debited from Your Account.

- 13.8. The refund will include the full amount of the executed payment transaction, and the credit value date of the refund will be no later than the date the payment was debited from Your account.
- 13.9. We will respond to Your refund request within ten (10) Business Days by either: (a) Refunding the full amount of the payment transaction to Your account; or (b) Providing You with a written explanation of why We are refusing Your request and informing You of Your right to escalate the matter, including details of how to do so.
- 13.10. You are not entitled to a refund under clause 13.6 if the Transaction was in a foreign currency and the reference exchange rate agreed in Your contract with Us was applied to the Transaction.
- 13.11. You may not request a refund under clause 13.6 if: (a) You gave Your consent directly to Us for the payment to be made; and (b) Information about the transaction was provided to You or made available at least four (4) weeks in advance of the payment due date.

14. Complaints

- 14.1. Should You wish to make a complaint about Your Card, You may contact Customer Services by email at complaints@starboardcard.com to submit details of any such complaint.
- 14.2. Upon Our receipt of Your emailed complaint, we shall endeavour to respond to You as quickly as possible but in any event we shall reply to You by email and (where applicable) by phone call within 15 Business Days.
- 14.3. If, having received a response from Our Customer Services team, You are unhappy with the outcome You can escalate Your complaint to TPML's Complaints Department by writing to complaints@transactpaymentslimited.com
- 14.4. If TPML's Complaints Department is unable to respond to Your complaint immediately, You will receive confirmation that Your complaint has been received and a formal investigation will be conducted. You will receive a formal response of their findings within 35 Business Days of Your complaint.
- 14.5. We will make every effort to reach a resolution to Your complaint and will fully explain the reasoning behind Our decision.
- 14.6. In the unlikely event that we are unable to resolve Your issue to Your satisfaction You have the right to refer Your complaint to the Arbiter for Financial Services at the following address: Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta (Telephone+ 356 21249245, Website: <https://financialarbiter.org.mt>)

15. General Communication

- 15.1. Any communication from Us or from Program Manager to You will be given by email or mobile device (using the latest contact details with which You have provided us).

- 15.2. You may contact Customer Services via the details which are set out in clause 1.

16. Personal Data

- 16.1. TPML will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of Your Personal Data and Our processing of that data is necessary for each of Us to carry out Our obligations under this Cardholder Agreement. At times, the processing may be necessary so that we can take certain steps, at Your request, prior to entering into this Cardholder Agreement. If You fail to provide the Personal Data which we request, we will take steps to terminate this Cardholder Agreement in accordance with clause 10.2(c) above.
- 16.2. We will manage and protect Your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to Our [Privacy Policy](#) which is provided to You at the time we collect Your Personal Data.

17. Changes to the Terms and Conditions

- 17.1. We may update or amend this Cardholder Agreement at any time on at least 2 months' advance notice, which we shall instruct Program Manager to give You on the by e-mail (using the latest contact details You have You have provided Us with).
- 17.2. If You do not agree with the changes to the Cardholder Agreement, You may at any time within the 2-month notice period terminate Your Cardholder Agreement. You will be deemed to have accepted any change to this Cardholder Agreement unless You notify Us before the proposed date of the change.
- 17.3. If any part of this Cardholder Agreement is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

18. Guarantee

- 18.1. Program Manager will at any time replace a Card reported as being defective. The defective product must be returned to Program Manager in that condition by registered post. Postage costs will be reimbursed by adding them to Your Account if the product is proven to be defective after being inspected by Program Manager's technicians.
- 18.2. If Our inspection of a returned Card reported by You or the Card User as being defective shows this to be incorrect then the Card shall be returned to You or the Card User and We may apply administrative fees to the Account, which will be deducted from the available funds in accordance with the Schedule.

19. Language

The English language version of this Cardholder Agreement and of any communications and Website content will prevail over any other language version which we may issue from time to time.

20. Governing Law

This Cardholder Agreement is governed by Maltese law.

21. Jurisdiction

You agree to the non-exclusive jurisdiction of the courts of Malta.

22. Miscellaneous

- 22.1. Your Card is issued by Transact Payments Malta Limited pursuant to its licence from the Card Scheme.
- 22.2. Program Manager administers and provides the Card issued by Transact Payments Malta Limited and is available to give You customer service support if You have any queries. Our Program Manager's also conduct activities such as sponsorship, marketing, and providing the IT platform and will carry out due diligence on You.
- 22.3. Any delay or failure to exercise any right or remedy under this Cardholder Agreement by Us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 22.4. The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Malta.
- 22.5. If any provision of this Cardholder Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 22.6. You may not assign or transfer any of Your rights and/or benefits under this Cardholder Agreement and You shall be the sole party to the contract between us. You will remain liable until all Cards issued to You are cancelled or have expired and all sums due under this Cardholder Agreement have been paid by You in full. We may assign Our rights and benefits under this Cardholder Agreement to a third party and may subcontract any of Our obligations under this Cardholder Agreement.
- 22.7. At any time during the term of the Cardholder Agreement, You have the right to request a copy of this Cardholder Agreement.

SCHEDULE TO STARBOARD ACCOUNT AND CORPORATE OWNED DEBIT CARD

SCHEDULE

This schedule, together with the terms and conditions provided above govern the use of Your Card. Your Card is a Physical/Virtual Card.

You will be asked to confirm Your acceptance of this Cardholder Agreement when You apply for Cards via the Corporate Account Platform. If You refuse to accept this Cardholder Agreement, We will not be able to complete Your order for Cards.

Unless specifically stated otherwise, words and expressions in this Schedule have the same meaning and interpretation as defined in the terms and conditions.

Definitions

Card Scheme: Visa; Visa is a registered trademark of Visa International

Denominated Currency: [EUR]/[USD]/[GBP]

Prohibited use: You must not use the Card to purchase the following:

- 4829 - Wire Transfer Money Orders
- 6051 - Quasi-cash
- 6540 - POI Funding Transactions – Stored Value Card

Website: <http://starboardcard.com>

Customer Services: The Customer Service Department can be contacted via the below channels:

- By e-mail:
 - Customer Service: support@starboardcard.com
 - Complaints: complaints@starboardcard.com
- By mail: Dextera Parte, Unit 8 Acorn Business Park, Northarbour Road, Portsmouth, Hampshire, PO6 3TH
- On the Website
- Via phone number: +44 23 8180 1080

1. Information to be provided in order to activate the Card

The Card user must activate the Card as soon as it is received by following the instructions detailed on the information documents accompanying the Card.

The Card User's PIN will be communicated to the Card User at the end of the activation process (e.g. by phone, SMS or via the Website).

2. Your Account Limits

Below are the maximum limits for the virtual and physical card profiles. The limits are in the currency of the card. Please note, additional spend controls may be applied to individual business accounts and/or cardholders at the Program Managers discretion.

	EUR Physical	EUR Virtual
Online Transaction Limit (1 day)		
Value	350,000 per card	350,000 per card
Frequency	100 per card	100 Per Card
Monthly Online Limit		
Value	10,645,000 per card	10,645,000 per card
Frequency		
POS Transaction Limit (1 day)		
Value	350,000 per card	350,000 per card
Frequency	100 per card	100 per card
POS Transaction Limit (4 days)		
Value	1,400,000 per card	1,400,000 per card
Frequency	400 per card	400 per card
POS Monthly Limit		
Value	10,645,000 per card	10,645,000
Frequency		
ATM Transaction Limit (1 day)		
Value	5,000	n/a
Frequency	10	n/a
ATM Transaction Limit (4 days)		
Value	20,000	n/a
Frequency	40	n/a

You can (i) withdraw cash funds via ATM (although there is a charge for this service as set out below) (ii) pay for goods and services (via an appropriate electronic payment terminal) at all points of sale (“POS”) terminals that display the Visa symbol.

3. Your Card Charges

All payments made using Your Card shall be in the Denominated Currency. If the Card is used to pay for goods and services in a different currency to the Denominated Currency, the amount payable shall be converted at the Visa conversion rate. You may also be charged a foreign exchange Fee as set out in the Schedule. In order to allow You to compare charges for currency conversion, You can view the real-time percentage difference between the amount that will be charged on Your Card for a foreign currency Transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Website. You accept and agree that Articles 4 paragraph 5 and paragraph 6 of Regulation (EU) 2021/1230 do not apply and that no electronic message will be sent to You upon making a cross-border currency Transaction. A foreign exchange management fee will apply as set out below:

Type	Description	Fee	Frequency
Paying with Your Card	Payment with Your Card in Your Card's currency ⁽¹⁾	n/a	
	Payment in a different currency than Your Card's currency ⁽¹⁾	1.5%	per payment transaction
Cash withdrawal	Cash withdrawal in Your Card's currency ¹	n/a	
	Cash withdrawal different currency than Your Card's currency ⁽²⁾	1.5%	per ATM withdrawal
Card delivery	Fast track card delivery	Price on Application (to be determined at the time of ordering)	
New card	Replacement or additional card cost outside of initial card allocation	£45	per card

⁽¹⁾ Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.

⁽²⁾ Note: in some countries, ATM use may be subject to applicable Fees, surcharge rules and regulations of the relevant ATM, or other financial institution or association, without Our knowledge or control.