

General terms and conditions of the electronic money account and card

The general and specific conditions that are detailed below regulate the relation between PECUNIA CARDS EDE, S.L.U., with CIF B86972346 (hereinafter “PECUNPAY”), with registered office at C/ Avenida de Bruselas no 35, 28108, Alcobendas - Madrid and registered in the Companies Register of Madrid: T. 32368, F. 1, H. M-582661, 1st Entry and the holder (hereinafter “HOLDER” or USER), in relation to the financial services described herein.

PECUNPAY is an Electronic Money Institution (EMI), authorized by the Ministry of Economy and registered in the Register of the Bank of Spain under number 6707, with legal authorization and suitability for the issue, administration and management of electronic money and means of payment in electronic/magnetic support, as well as for the provision of payment services. It is supervised by the Banco de España, with headquarters at Calle Alcalá 48, 28014, Madrid.

The HOLDER or User of the account and, where appropriate, of the card is a natural person, whose identity must be stated in the account and card. In terms of this T&C, it is to understand HOLDER as Cardholder and Account Holder.

BISON BANK, SA (the PLATFORM) is a Portuguese public Limited Liability Company, with Legal Person Number 502 261 722 and registered office at Rua Barata Salgueiro, 33, Piso 0, 1250-042 Lisboa, Portugal and is also the legal entity, owner of the mobile application that is the medium between the electronic banking of PECUNPAY and the HOLDER.

1. General Terms And Conditions Of The E-Money Account And Card

1.1. General Subscription Conditions

This Agreement sets out the terms and conditions governing the electronic money account between PECUNPAY and the HOLDER (hereinafter, “Agreement”).

The electronic money account may be linked to a debit card (hereinafter, “Card”), if so requested by the interested party. The terms and conditions of the Card shall also be governed by these General and Specific Terms and Conditions contained in this document.

The parties agree that the clauses set forth in this Agreement must be considered general subscription conditions for the purposes stated in Spanish Law 7/1998, de 13 de abril, de Condiciones Generales de la Contratación.

PECUNPAY, as offeror Issuer, has previously and specifically informed the HOLDER, through the PLATFORM, in its capacity as adhering party, of the existence of the general conditions that are listed in this document.

The HOLDER, declares that it knows the conditions and understands them and that, thus, it accepts their inclusion in the Agreement. At any time, during the Contractual relationship, the HOLDER who so requests it shall be entitled to receive these General Terms and Conditions digital (to print) or on another durable medium.

The HOLDER declares they are acting in their own name and on their own behalf and undertake to provide PECUNPAY the documentation, photographs and information that may reasonably be requested to fulfil its statutory obligations.

Once the HOLDER has completed the above and has been validated by PECUNPAY's internal systems, the account will be opened, and the card shall be issued, if applicable.

1.2. Term And Termination Of The Agreement

Entry into force

Without prejudice to the signing of this Agreement, it will not entry into force until PECUNPAY confirms to the HOLDER that the service has been approved. Should it be necessary to complete the documentation and/or information provided by the HOLDER or to correct any defect or error, PECUNPAY will inform the HOLDER, through the PLATFORM.

Duration

This Agreement shall have a defined term of two years (hereinafter "initial term"), without prejudice to the expiry date recorded on the cards issued, or on any other methods of payment that PECUNPAY makes available to the HOLDER.

After the expiration of the initial term, the Agreement shall be extended for annual periods, unless either party notifies the other party, at any time before the renewal, that it does not wish to extend the Agreement.

Termination of the Agreement by the HOLDER

Except for cases in which the HOLDER has subscribed various products with PECUNPAY for management of which it is necessary to maintain a payment account open, or in the cases that are determined by the regulations, the HOLDER may apply to terminate the Agreement at any time by written notification addressed to PECUNPAY, without the need for any advance notice whatsoever.

In that case, PECUNPAY shall proceed to fulfil the order to terminate the Agreement before 24 hours have elapsed from receipt of the request

from the HOLDER. PECUNPAY shall proceed to reimburse the HOLDER the remaining balance, if any, after applying the relevant commissions and expenses up to the date of termination.

Termination of the Agreement shall be free for the HOLDER.

If the account shows a balance in favor of PECUNPAY, the HOLDER may only cancel the Agreement upon payment of said balance, as well as any accrued interest, commissions, expenses, and any applicable taxes or legally mandatory contributions.

The HOLDER is warned that, in the event that he/she requests the termination of the Agreement and cancellation of the Contracted product(s), pending the execution of balance refund operations that must be made in favor of the account or the card associated with the same (e.g. refund, requested by the HOLDER, of a purchase made by the same in a shop, with the refund being made in favor of the card or the account through which the payment was made, etc.), the process of refunding these amounts may be made more difficult. For PECUNPAY to proceed with the refund, the HOLDER must provide PECUNPAY, prior to the refund, with a certificate of bank ownership of the account held by the HOLDER to which the amount to be refunded is to be transferred, together with any other documentation that PECUNPAY may require for accreditation.

Termination of the Agreement requested by PECUNPAY

PECUNPAY may terminate this Agreement by providing the HOLDER a minimum of sixty (60) calendar days advance notice, through the PLATFORM and through email, without any cause.

Notwithstanding the foregoing, PECUNPAY may terminate the Agreement, without the need for advance notice, in the event of objectively justified reasons arising regarding security of the payment instrument, its suspected unauthorized or fraudulent use.

Likewise, PECUNPAY may terminate the Agreement, with fifteen (15) days' notice, when the HOLDER does not have a sufficient balance to pay the corresponding charges or, in general, when the HOLDER fails to comply with any monetary obligation assumed by virtue of this Agreement or by virtue of other Agreements that he/she has with PECUNPAY.

For the following definitions shall apply for the purposes of this Agreement:

- Termination. Ineffectiveness of this Agreement. As a consequence of breach by one of the parties, the right to request that the Agreement be left without effect, with compensation of losses suffered.
- Power to Desist. The power one of the parties has to leave the Agreement entered into without effect, without the need to justify the decision.

1.3. Desisting From The Agreement

The HOLDER shall have a term of fourteen (14) calendar days (initially) to desist from the Agreement, without stating the reasons and without any penalization whatsoever.

The term to exercise the right to desist shall commence from the date the Agreement is formalized.

However, if the consumer has not received the Contractual conditions and the Contractual information, the term counted to exercise the right to desist shall commence as of the day when such information is received.

The HOLDER who exercises the right to desist must notify the provider, through the PLATFORM and the channel indicated in the clause 1.7 of this Agreement, under the terms foreseen in the Agreement before the relevant term ends, by a procedure that allows a record to be made of the notification by any legally admitted methods. It shall be considered that the notification has been made within the term if issued on hard copy or any other lasting media, that is available and accessible to the receiver, and is sent before the term expires.

1.4. Suspension

PECUNPAY may temporarily suspend the services provided, as well as any means of payment associated with these due to lack of payment by the HOLDER, for reasons of security, due to lack of the documentation requested, or due to suspicion of unauthorized or fraudulent practices by the HOLDER.

When the causes that gave rise to the suspension disappear, PECUNPAY shall reactivate the service or the means of payment within a reasonable timeframe.

1.5. Amendment Of The Agreement

PECUNPAY may amend the conditions established in this Agreement.

Amendments shall be published on the web page of PECUNPAY and in the web page and application of the PLATFORM, and the Users shall also be informed by e-mail at the relevant electronic mail address. However, these shall not be applicable until sixty (60) calendar days have elapsed from sending the relevant e-mail to the HOLDER (hereinafter “entry into force of the new conditions”).

If the new conditions benefit the HOLDER, PECUNPAY may foresee their automatic application after their publication on the corporate web page and in the web page and application of the PLATFORM.

If the HOLDER wishes to reject the new conditions after being informed of

it, they may terminate the Agreement by notifying PECUNPAY as set forth in paragraph 1.7 of these general conditions. Termination must thus be performed prior to the new conditions being applied, in order for them not to be applicable. PECUNPAY will reimburse the HOLDER of the remaining balance, after applying the corresponding commissions and expenses, up to the date of termination. The HOLDER shall be considered to have accepted the amendment of the conditions concerned in the event of not notifying PECUNPAY that it does not accept them prior to the proposed date of enforcement.

1.6. Financial Conditions: Commissions And Expenses

The commissions and expenses set forth in the Specific Conditions that apply to each one of the different products and services subscribed shall apply. Said conditions and expenses, for each one of the different products and services, shall be explicitly notified in web page and application of the PLATFORM.

1.7. Notifications

The communications, notifications and documentation that must be served by virtue of this Agreement shall be delivered to the HOLDER at the address and/or electronic address provided for that purpose.

Notifications of the HOLDER to PECUNPAY shall be sent by electronic mail to the Customer Service address at atencionalcliente@pecuniacards.es and with a copy to the email located at www.pecunpay.es/bisoncard.

The HOLDER is bound to notify PECUNPAY of changes of address, electronic address and contact telephone(s) and any other information that has changed, through the PLATFORM, or by updating these, and must bear any loss arising due to submitting information that is not valid, is incorrect or inexact.

1.8. Customer Service

The HOLDERS may submit a complaint or claim before the Customer Service of PECUNPAY. The written complaint shall be sent by electronic mail to the following address: servicioatencioncliente@pecuniacards.es and with a copy to the email located at www.pecunpay.es/bisoncard.

This is all pursuant to the terms foreseen in the Reglamento de Defensa del Cliente of PECUNPAY, that is available to the HOLDERS on the corporate web page of PECUNPAY.

The HOLDERS of this product will be able to access to an exclusive dedicated customer support platform in the following URL: www.pecunpay.es/bisoncard.

We inform you that PECUNPAY is not a member of any Consumer Arbitration Board.

1.9. Record Of Communications

The HOLDER authorises PECUNPAY and the PLATFORM to use magnetic recording, computer, electronic or other media to record all data, queries, particulars of the Agreements and operations performed through any remote services. The HOLDER may request a copy of these.

1.10. Personal Data Processing

In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as with Organic Law 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights, we hereby inform you that your personal data will be included in the processing activities of PECUNIA CARDS EDE S.L. (PECUNPAY) and of the PLATFORM, for the purpose of managing the service contracted by the HOLDER, the fulfilment of the Agreement relationship, the examination and verification of personal data, the development and management of loyalty programs, the notification of any type of incident that may arise during the contractual relationship, the communication of possible modifications to the conditions of the Agreement and, in general, those that affect the use of the card, as well as, after the explicit consent of the HOLDER, the sending of commercial information that may be of interest to you, being legitimized to do so on the basis of the execution of the Agreement, compliance with legal obligations and the legitimate interest of the parties. Your data will be kept during the execution of this Agreement and, subsequently, until the prescription of possible legal responsibilities connected to the Agreement.

Your data may be transferred to third parties, such as entities linked to the financial sector and bank card processing entities, in order to manage the operation of our terminals, as well as to manage the secure customer authentication. Likewise, your data may be accessed by third party service providers of PECUNPAY, with whom PECUNPAY has formalized the relevant personal data processing Agreement, guaranteeing legitimate and secure processing of the same, such as consultancy firms, personal data verification entities, external technology service providers and similar.

In the event that you wish to benefit from offers and promotions to which you have access through the use of our services, your data may be transferred to the entity with which PECUNPAY formalizes the Agreement for the offering of the specific offer and/or service that you wish to benefit from. This transfer will be carried out with the aim of enabling you to take advantage of such offer and/or service.

PECUNPAY may verify the information provided by the HOLDER, assess their transactions, and check their solvency. To this end, it is authorized to collect, communicate, request and exchange information about the state of your accounts with other solvency files or public registers, with financial institutions, credit assessment and fraud prevention companies, as well as with the Bank of Spain. PECUNPAY may consult them periodically. These procedures are necessary for PECUNPAY in order to carry out the relevant consultations in order to comply with its obligation to analyze fraud, prevent money laundering and the financing of terrorism. The HOLDER is responsible for the truthfulness and accuracy of all personal data provided to PECUNPAY. In this sense, PECUNPAY informs you that it has signed a co-responsibility Agreement with the DOW JONES entity, to carry out the analysis of your information provided in the Agreement process, specifically the information included in your KYC (Know Your Customer).

PECUNPAY informs you of the possibility that your personal data may be subject to automated decisions, related to the automatic blocking of the registration process, or the automatic blocking of the operation of the registered card, specifically when: (i) the HOLDER does not fill in all the personal data required in the KYC form; (ii) the comparison of the data provided in the KYC form shows that the HOLDER appears on a list that does not allow proceeding with the contracting of the card; (iii) the HOLDER does not provide the additional information requested by PECUNPAY within thirty (30) days of the request; or (iv) there are suspicions of fraud in the use of the card.

The HOLDER may exercise the rights of access, rectification, opposition, suppression, limitation and portability by writing to the PECUNPAY Data Protection Delegate, by mail post to C/ Avenida de Bruselas nº 35, 28108, Alcobendas - Madrid or by e-mail to datos@pecuniacards.es.

In the event that the HOLDER considers that his/her rights have not been properly addressed, the HOLDER has the right to file a complaint with the Spanish Data Protection Agency.

1.11. Preventing Money Laundering And Terrorist Financing

The HOLDER is informed of the legal obligations required of PECUNPAY in matters of money laundering and terrorist financing, regarding the identification of the HOLDER and beneficial ownership, shareholding structure or control in the event of the HOLDER being a legal person, economic, professional or entrepreneurial activities, origin of the funds, as well as the requisite to apply the due diligence measures established by the laws in force from time to time, among others, those related to knowledge and ongoing monitoring of the business relationship.

Thus, the HOLDER must provide all the information and documentation it is requested by PECUNPAY at any time, in a timely and correct manner, to fulfil the aforementioned obligations.

As HOLDER is a natural person, and except for a declaration to the contrary, the HOLDER specifically declares they are acting before PECUNPAY in their own name and on their own behalf, recognizing to all effects that they are the BENEFICIAL HOLDER with regards to their relationship with PECUNPAY.

To these ends, the HOLDER also specifically agrees to undertake the following obligations, authorizations and measures arising from application of the regulations on preventing money laundering and terrorist financing:

- a) The HOLDER authorizes PECUNPAY to request any entity – either public or private – to provide information on the identity or activity performed by the HOLDER;
- b) The HOLDER must notify PECUNPAY without delay of any variation arising in its identification, in the identification of the beneficial ownership, shareholding or control structure, as well as the economic, professional or entrepreneurial activities performed;
- c) The HOLDER accepts that, if it does not duly attend the demands made by PECUNPAY to fulfil the obligations established regarding prevention of money laundering and terrorist financing, or if risks are noted regarding the regulations concerned, PECUNPAY may block operations with the card/s and terminate the contractual relation binding the parties.

1.12. Applicable Law And Submission To Jurisdiction

This Agreement will be interpreted and fulfilled in its own terms and, in what is not foreseen, will be governed by Spanish legislation on the matter, adjusting to it the obligations and responsibilities of the parties.

The parties submit to the jurisdiction of the Courts and Tribunals of Madrid for any matter relating to the interpretation, fulfillment, or execution of this Agreement, expressly waiving any own jurisdiction that may correspond to them, unless the HOLDER holds the status of consumer, in which case the rules on determination of jurisdiction regulated in applicable legislation will apply.

2. Particular Subscription Conditions

2.1. Object

The purpose of this Agreement is to regulate the opening of an electronic money account of the product BISON CARD® (hereinafter “account”) with PECUNPAY, on behalf of the HOLDER, which may or may not be linked to a physical card.

The account may be linked to the physical card and other electronic media, so that any transaction carried out using such media will be reflected in the account.

The card of the product, dubbed the BISON CARD®, under its different modes, physical or virtual, (hereinafter “card”) is a VISA branded debit card that allows the HOLDER to obtain goods and professional services in establishments that accept VISA cards and that also have a Point of Sale Terminal (POS) device or via a digital wallet.

This BISON CARD®, also allows the HOLDER to shop on the Internet, as long as the web site browsed accepts that means of payment, in which case, it shall be subject to the conditions established there.

The BISON CARD®, will also allow the cardholder to carry out any other operations that PECUNPAY makes available to the HOLDER, namely cash withdrawals at ATMs.

Under no case shall the balance of the card accrue interest or any other kind of remuneration in favor of the HOLDER.

2.2. Holdership Of The Card

The HOLDER authorizes PECUNPAY to open an account and, where appropriate, to issue a card linked to the aforementioned account and assigned in the name of the HOLDER.

If the HOLDER requests additional cards, each card will be associated with a new account. The

request by the HOLDER of one or more additional cards will imply the consent of the same in relation to the charges that PECUNPAY makes in his account as a result of the transactions and dispositions that are made with said additional cards. This card needs to be under the same HOLDER as additional cards, even if the card number is different from the first (original) card.

2.3. Validity Of The Cards

The card will be valid for a limited period until the date shown on the card. However, if the account is cancelled prior to the expiration of the card, the card will expiry in the date the account is cancelled.

Once the registration process form has been completed in the mobile and web application of the PLATFORM, the user identification process has been carried out, and once PECUNPAY's internal checks have been verified, the HOLDER will receive the card.

Notwithstanding the foregoing, PECUNPAY reserves the right to cancel or modify the validity date of the cards during the term of validity of the same, as well as not to proceed with their renewal at expiration, with the HOLDER losing all rights related to their use.

2.4. Card Limits

For the use of the card by the HOLDER, he/she may establish a limit on the amount, beyond which it may not be available, without an express authorization, to use the card. Likewise, the HOLDER may establish limits on the disposition of the card, either in each movement or for certain periods (days, weeks, months, years ...).

These limits may not exceed the limits established by PECUNPAY, at any time.

The maximum total amount of the operations that can be carried out at any time will be determined by the amount available in the account, as well as by the limits of cash disposal established in ATMs, the limits for transactions in shops and, in the same way, the dispositions and cash deposits by the private network will be limited.

PECUNPAY reserves the right to block the use of a payment instrument and account for objectively justified reasons related to the security of the payment instrument, the suspicion of unauthorized or fraudulent use thereof. PECUNPAY will inform the HOLDER of the blocking of the payment instrument and the reasons for it by means of the email provided by the HOLDER to receive notifications. This communication will take place prior to the blocking and, if this is not possible, immediately after it, unless the communication of such information is compromised for objectively justified security reasons or would be contrary to any other regulatory provision.

PECUNPAY will unlock the payment instrument or replace it with a new one, once the reasons for blocking its use have ceased to exist.

The economic conditions will continue to apply regardless of the blocking of the account and, where applicable, the card.

2.5. Transactions

The account and card shall be used according to the instructions for the use established by PECUNPAY in this Agreement and on its own web page, without prejudice to the power PECUNPAY has to amend such using instructions as set out in Clause 1.5.

Each transaction shall be recorded by PECUNPAY and the HOLDER may access that information through the relevant web / mobile page for the product.

The information relating to the terms and conditions applicable to the services and payment operations shall be free of charge for the HOLDER and shall be accessible to him/her through the customer area, which is made available to HOLDER.

However, any type of additional or different information requested by the HOLDER will generate a charge which will be settled at PECUNPAY's rates. Likewise, PECUNPAY may also charge the HOLDER for the costs incurred in terminating the Agreement, revoking payment orders and those arising from the recovery of funds for payment transactions executed with an incorrect unique identifier, which in each case are provided for in PECUNPAY's tariffs.

The HOLDER expressly authorizes PECUNPAY to record the transactions carried out by the HOLDER in the payment account.

The validity of the withdrawal performed shall be presumed according to the invoice, POS card reader receipt, electronic recording terminals and/ or authorization of operations, magnetic strip or electronic chip reading, or any other methods of identification established in the conditions of use of the card, even when production of their national identity card, Personal Identification Number or signature is not required. The same consequences shall be applicable to the case of remote (Internet) sales.

Use of the card shall be presumed effective due to mere registration of the transaction in the computer files of PECUNPAY.

2.5.1. Consent and withdrawal of consent

Payment transactions will be considered authorized when the HOLDER has given consent for their execution. It will be understood that the HOLDER has consented to the operation, when it has been carried out through any of the channels provided by PECUNPAY, among which are, any use of your card, card number or PIN, without restriction.

All those that are duly authorized by the HOLDER of the same or are in charge of the same will be admitted as debits of the account.

The HOLDER may not revoke a payment order after it has been received by PECUNPAY. However, the HOLDER may withdraw consent at any time prior to the date of irrevocability referred to in articles 36 and 52 of Spanish

Real Decreto-ley 19/2018, de 23 de noviembre, de servicios de pago y otras medidas urgentes en materia financiera.

However, if the HOLDER does not hold the status of consumer or microenterprise in the terms specified in Real Decreto-ley 19/2018, de 23 de noviembre, he/she may not withdraw consent.

2.5.2. Reception of payment orders

The moment of reception of a payment order will be that in which it is received by PECUNPAY, regardless of whether it has been transmitted directly by the HOLDER, on behalf of the latter, by an initiation service provider, or indirectly through the beneficiary, unless the reception is made after (currently) 11 am¹ on a business day or on a non-business day, in which case, it will be considered received the next business day.

The account of the HOLDER will not be debited before the reception of the payment order.

If the HOLDER and PECUNPAY agree that the execution of the payment order begins on a specific date or at the end of a certain period, or on the day on which the HOLDER has made funds available to PECUNPAY, the time of reception shall be deemed to be the agreed day. If this day is not a business day for PECUNPAY, the payment order will be considered received on the next business day.

In relation to payment orders initiated through card, PECUNPAY will receive the payment order the same day they are made by its HOLDER, they will be executed immediately from the moment of receipt. However, in certain establishments (e.g. motorways, parking meters, etc.), executed payment orders may be debited from the account associated with the card after the date of execution.

2.5.3. Transfer of the entire amount of the transaction

PECUNPAY will credit the account of the Account HOLDER with the total amount of the operation received in his favor. However, PECUNPAY may deduct its expenses from the amount transferred before it is credited to the account.

¹ Portuguese time.

2.5.4. Time limit for execution of payment transactions

1. For payment transactions in euro, as well as for domestic payment transactions in the currency of a Member State of the European Union which is not part of the euro area, and similarly, for payment transactions involving only a currency conversion between the euro and the currency of a Member State which is not part of the euro area, provided that the relevant conversion takes place in the Member State outside the euro area and, in the case of cross-border payment transactions, the cross-border credit transfer is made in euro, the following rules concerning the maximum execution time for payment transactions shall apply:

Where PECUNPAY is the payer's payment service provider, after the reception of the order, it shall ensure that the amount of the payment transaction is credited to the account of the payee's payment service provider at the latest by the end of the following business day.

2. For payment transactions not referred to in the previous letter, PECUNPAY may extend the term of execution of the operation which, in any case, will not exceed four (4) working days from the moment of receipt of the payment order.

2.5.5. Value date and availability of funds

The value date of the charge in the account of the HOLDER ordering the operation, will not be prior to the business day on which the amount of the payment transaction is debited from said account.

The value date of the credit to the payee's account shall not be later than the business day on which the amount of the payment transaction is credited to the payee's payment service provider's account.

2.5.6. Rectification of payment transactions

The HOLDER will obtain the rectification by PECUNPAY of an unauthorized or incorrectly executed payment transaction, only if the HOLDER notifies him without undue delay, as soon as he becomes aware of any of said operations that are the subject of a claim, including those covered by section 2.6.8. of this document, and, in any case, within a maximum period of thirteen (13) months from the date of the debit.

When the payment service user is not a consumer or a micro-enterprise under the terms established in Real Decreto-ley 19/2018, de 23 de noviembre, de servicios de pago y otras medidas urgentes en materia financiera, the period indicated in the maximum period for obtaining the rectification of an unauthorised or incorrectly executed payment transaction only if the payment service user notifies him without undue delay, As soon

as it becomes aware of any of the operations referred to in the previous paragraph, it will be ten (10) calendar days.

The deadlines for notification set out in the previous paragraph shall not apply when PECUNPAY has not provided or made available to you the information on the payment transaction.

2.5.7. Unique identifier

The unique identifier is the combination of letters, numbers or signs assigned by PECUNPAY to the HOLDER for the unequivocal identification of the same or his account or payment card in a payment transaction.

To this end:

1. The Unique Identifier of the Account HOLDER for the identification of his account may be the IBAN (International Bank Account Number) or a similar numbering system arranged between PECUNIA and the PLATFORM;
2. The Unique Identifier of the HOLDER for the identification of the card will be the card numbering (PAN).

Where a payment order is executed in accordance with the unique identifier, it shall be deemed to have been correctly executed in relation to the payee specified in that identifier.

If the unique identifier provided by the HOLDER is incorrect, PECUNPAY will not be responsible for the non-execution or defective execution of the payment transaction.

2.5.8. Liability in case of non-execution or defective execution of a payment order

When a payment order is not executed or is executed defectively, PECUNPAY will act in accordance with the provisions of article 60 of Real Decreto-ley 19/2018, de 23 de noviembre, de servicios de pago y otras medidas urgentes en materia financiera.

2.6. Top-Ups Or Add Money

The HOLDER must previously ensure that it has deposited enough funds to have the necessary funds available in the account. Cards may be topped up (i.e., adding money to the account) as often as the HOLDER so wishes, up to the limit assigned by the HOLDER or as defined by the PLATFORM.

The Account will be topped-up, as often as the HOLDER so demands, by a transfer of funds (from the PLATFORM Treasury Account opened at PECUNPAY), to the Account of the HOLDER and always at the will of the

HOLDER via the App or website.

PECUNPAY will not be held responsible for any economic damages that may arise due to the failure to process the top-up operation of the account holder due to lack of sufficient balance in the PLATFORM Treasury Account.

2.7. Cash Withdrawal

Cash withdrawal from the account shall imply, on one hand, prior transformation of the electronic money in the account to cash and, on the other, the relevant annotation in the HOLDER's payment account.

The payment account may not record a negative balance arising from the transactions performed by the HOLDER, who shall be bound to have a sufficient balance for each transaction requested.

If for any reason (for illustration but not limiting, any technical error imputable to PECUNPAY or any of its external providers) the HOLDER has a negative balance in their payment account, they agree to immediately top up the required amount to correct the negative balance. Those amounts fall due without the need for prior notification. If they do not act accordingly, PECUNPAY reserves the right to:

1. PECUNPAY may exercise its right to compensation that would imply withdrawal of the balances from the accounts or any other type of asset in the name of the HOLDER, either arising from this Agreement, or any other legal relation binding the parties.
2. PECUNPAY may initiate charge reimbursement proceedings for any specific transaction that may lead to the HOLDER's payment account having a negative balance;
3. PECUNPAY may take measures to collect debts that include, but are not limited to, mandating a debt collection agency or lawyers, or filing a claim before a court.

The HOLDER will be obliged to pay and compensate PECUNPAY for any damages, losses, expenses of any kind (including legal costs) incurred by PECUNPAY as a result of non-compliance with the Agreement or as a result of the steps taken by PECUNPAY to collect the debt. By way of example, but not limitation, the HOLDER shall be obliged to bear: the expenses arising from the actions that PECUNPAY carries out for the purpose of claiming the debt (requests for payment by post, telephone, notary or other methods), as well as those arising from judicial or extrajudicial proceedings (lawyers' fees, solicitor's fees, etc.).

2.8. Balance Query

The HOLDER may consult the card balance available on the relevant web / mobile page for the product.

No store or establishment may or can inform you of the balance of your card.

Similarly, ATM balance queries are also not available.

2.9. Deposit Of Funds

PECUNPAY states that the deposited funds will be safeguarded in accordance with the legal requirements specified in article 21.1 a) of del Real Decreto-ley 19/2018, de 23 de noviembre, de servicios de pago y otras medidas urgentes en materia financiera.

PECUNPAY expressly declares and undertakes that said funds will not be mixed at any time with other funds of any other natural or legal person who are not clients of the payment services on whose behalf such funds are made available.

2.10. Identity Verification

The HOLDER agrees to cooperate with all the applications made by PECUNPAY, through the PLATFORM, or any of its external service providers on its behalf in relation to their Account, to identify or authenticate their identity or validate their sources of financing or transactions. This may include, among others, requesting additional information to allow PECUNPAY to identify them in a reasonable manner, even demanding that they take measures to confirm their ownership of their telephone number or payment instruments or to verify their information in third party data bases or through other sources.

PECUNPAY reserves the right to close, suspend or limit access of the HOLDER to the Payment Account and/or Payment Services in the event of not being able to obtain, verify that information or due to not fulfilling its requests as established in the preceding paragraph.

PECUNPAY may confidentially verify the information provided by the HOLDER or obtain information on it or through third parties from secure databases. The HOLDER confirms that they grant their consent to PECUNPAY or to a third party on its behalf to perform such verifications.

The HOLDER must make sure that the information on its account is always correct and Up to date. If, at any time, PECUNPAY believes that their information is not up to date or is inexact, it may notify the HOLDER and request more information, or ask it to undergo the verification process again. PECUNPAY shall not be held liable for any loss that may arise due to failure to maintain the information up to date.

2.11. Minors Or Persons With Limited Capacity To Act

Minors, persons subject to protection and, in general, persons with limited capacity to act, must declare that circumstance and, in turn, produce the documentation that enables them to obtain the card.

PECUNPAY shall not be held liable for breach of that obligation to the extent that it has observed the legally required precautions to check the identity and particulars of the HOLDER.

2.12. Use Abroad

In order to debit the sums arising from the use of the card abroad, the exchange to euros shall be applied to the currency of the country of origin of the relevant transaction on the day when PECUNPAY has settled the amount of the transaction.

The euro currency exchange shall be increased by the fees or commissions that PECUNPAY may have established on transactions performed abroad.

The HOLDER shall be subject to the current legislation that sets the limits fixed by the monetary authorities for expenses abroad, as well as the regime on exchange concern, and on the mandatory declarations that must be made. The HOLDER shall be held liable for any breach of those regulations, not being able to hold PECUNPAY in any way liable. The expenses arising, if appropriate, must be justified by the HOLDER to the authorities who may require such, without the possibility of PECUNPAY being held in any way liable for breach by the HOLDER.

2.13. Personal Identification Number (PIN)

PECUNPAY shall provide a Personal Identification Number (PIN) upon issuing the Card, through the PLATFORM, that the HOLDER may change if necessary, and that shall be required for any use of the Card, by the provider of the goods or service, in order to prove that they are the legitimate HOLDER.

This PIN will be requested by the HOLDER through the PLATFORM.

2.14. Obligations Of The Holder

The holder is bound to:

- a) Fulfil the conditions for use stipulated in this Agreement and, in general, to use the payment instrument pursuant to the conditions that regulate its issue and use.
- b) Admit the foregoing as receipts, whether performed by the HOLDER, or

by third parties, with or without their authorization.

- c) Immediately notify PECUNPAY of any irregularity in the records of operations that are performed with the card.
- d) Respond for the veracity and maintain its data up to date.
- e) Fulfil the demands made by PECUNPAY in a timely and correct manner.
- f) Immediately sign the card, if there is a space provided for that purpose.
- g) Guarantee the security of use and disposal of the card, especially, to keep the Personal Identification Number secret and, in general, any personalized security credential.
- h) Immediately notify PECUNPAY of loss, missing, stolen, undue appropriation or forgery of the card, delete/lock the card from the product's mobile application and notify PECUNPAY by writing to atencionalcliente@pecuniacards.es and with a copy to the email located at www.pecunpay.es/bisoncard.
- i) Immediately destroy or provide PECUNPAY the card that has expired or been replaced by ordinary mail to the PLATFORM.

PECUNPAY reserves the right to take appropriate action in the event of non-compliance with any of these obligations.

2.15. Obligations Of Pecunpay

Pecunpay is bound to:

- a) Cancel expired cards, as well as those denounced as being destroyed, stolen or missing.
- b) Maintain the secrecy of the PIN (Personal Identification Number).
- c) Inform the HOLDERS of the state of the accounts and statements, of movements performed through the card and to resolve any doubts that may arise.
- d) Abstain from sending payment instruments that have not been requested, except in the event of having to substitute a payment instrument already delivered to the payment service user.

Such substitution may be due to inclusion of a payment instrument with new functions not specifically requested by the HOLDER. The substitution shall be performed free of charge to the HOLDER.

- e) Guarantee that, at all times, adequate, free methods are available to allow the payment service user to make the notification in the case of missing, stolen or unduly appropriated payment instruments, or their unauthorized use.

- f) Guarantee that, at all times, adequate, free methods are available to allow the payment service user to request unblocking or replacement of the payment instrument, in the event of the reasons to block its use having ceased.
- g) Prevent any use of the payment instrument once the user has notified it of a missing or stolen payment instrument or its authorized use.
- h) The fulfilment of all obligations arising from the Agreement.

2.16. Exemption From Liability

PECUNPAY shall be exempt of liability with regards to operations that, even when being against the will of the payer have been performed as a consequence of an order received by PECUNPAY for authentication of which the established security requisites have been fulfilled.

For the purposes of these General Terms and Conditions, the following definitions apply:

- Authentication: a procedure that allows PECUNPAY to verify the identity of the user of a payment service or the validity of the use of a certain payment instrument, including the use of the user's personalized security credentials.
- Strong Customer Authentication (SCA): authentication based on the use of two or more elements categorized as knowledge (something known only to the user), possession (something possessed only by the user) and inherence (something that is the user), which are independent, i.e. the violation of one does not compromise the reliability of the others, and designed in such a way as to protect the confidentiality of identification data.

Use of the PIN by a person other than the HOLDER presupposes severe negligence or, if appropriate, fraud by that person.

Notwithstanding adopting the measures it deems appropriate, PECUNPAY shall be waived liability in the case of the card of the HOLDER being declined by any of the stores, banks and ATMs that undertake to sell goods or provide services, or due to incidents of a technical or operating kind at automatic tellers.

PECUNPAY shall also not be held liable for incidents and responsibilities that may arise from operations performed between the establishment and the HOLDER of the card.

PECUNPAY excludes the Visa Global Zero Liability Policy from its scope of application, submitting instead to the European regulations on that matter.

The payer's liability regime shall be applicable in cases of unauthorized payment operations that, in each case, are regulated by the applicable legislation on the matter in article 46 of Real Decreto- ley 19/2018, de 23

de noviembre, de servicios de pago y otras medidas urgentes en materia financiera.

Finally, PECUNPAY accounts may only be credited in euros (€). Under no circumstances will it be possible to deposit cryptocurrencies, and PECUNPAY shall be exempt from any type of liability related to the same.

2.17. Reimbursement

At any time, exclusively when requested by the HOLDER or by the PLATFORM, PECUNPAY shall refund the monetary value stored in their payment account, through the PLATFORM. In any event, the HOLDER must address a reimbursement request to PECUNPAY along with surrendering the original of the card through the channels enabled for the purpose.

The electronic money, by default, will be refunded by bank transfer to the account provided by the HOLDER or the PLATFORM for this purpose. The account should be owned by the HOLDER. Likewise, and at the choice of the HOLDER, it may be reimbursed by issuing a new electronic money card, according to the commission rate approved by PECUNPAY, in the name of the HOLDER. In both cases, the HOLDER will assume the expenses generated as a result of the reimbursement and the commissions accrued.

2.18. Consulting Statements And Movements

PECUNPAY accepts exclusive liability for the veracity and exactness of the information on the account statements managed by it and never for information that any other company or third party unrelated to PECUNPAY may provide the HOLDER by any methods, in the event of there being discrepancies regarding the information requested.

2.19. Pricing Schedule Of The Bison Card Program

The pricing and commissions that, in each case, are not directly debited on the individual transaction, instead will be charged by the PLATFORM that renders the website/mobile application of BISON CARD. This separate pricing schedule will be publicly available and informed on the PLATFORM's website/ mobile application and is summarized below in section "OTHER RELATED CHARGES".

Likewise, on specific payment transactions PECUNPAY will charge, directly to the HOLDER's account, the commissions corresponding to the following concepts and for the following amounts:

Service	Comission
Cash withdrawals by debit at ATMs	<p>Domestic ATM (Spain) PECUNPAY will pass on the fee to the Client that it is charged by the bank that owns the ATM to perform the transaction.</p> <p>International ATMs Europe euro area 2,50 € per transaction</p> <p>International ATMs Europe non-euro area and rest of the world 0,55 € + 1% of the transaction (minimum fee of 0,75 €)</p>
Transactions carried out in currencies other than the euro (includes cash withdrawals at ATM)	<p>Made in establishments in the SEPA zone 2% of the transaction (calculated on the equivalent amount in euros)</p> <p>Made in establishments of the rest of the world 2,25% of the transaction (calculated on the equivalent amount in euros)</p>
Visa Direct	<p>SEPA zone 0,50% of the transaction (minimum fee 0,15€)</p> <p>International 2,50% of the transaction (minimum fee 2,50€)</p> <p>Maximum transaction amount 500 € Maximum monthly amount / user 2.000 € Number of daily transactions 10 Number of monthly transactions 60</p>
Balance Management Fee	12€
Card cancellation fee	12€
OTHER PROGRAM RELATED CHARGES *	<p>* The commissions stated in this section are charged to the HOLDER exclusively by BISON BANK.</p> <p>This pricing may be changed at any time, given 60 days prior notification and is available at the listed website/ mobile application.</p>
Annual program fee	30 €, per user, per year
2nd & additional users annual	20 €, per user, per year
HOLDER'S REQUESTS VIA BISON BANK TO PECUNIA	(Individually priced at 15 €, per request handled)
Program physical card + account replacement fee	15 €, per request handled
Investigation & Chargeback process fee	15 €, per request handled
PIN recovery fee	15 €, per request handled
Emergency program replacement service	15 €, per request handled
Certificate of program ownership	15 €, per request handled

2.20. Cessation Of Activity Of The Mobile Application Platform

In the event that the PLATFORM that owns the web and mobile application of the product ceases its activity, PECUNPAY will promptly notify the HOLDER of their need to confirm their will to continue as an exclusive client with PECUNPAY within sixty (60) days of PECUNPAY's communication. In case the HOLDER confirms it, the HOLDER becomes an exclusive customer of PECUNPAY, the accounts and cards of the product will remain active and the PECUNPAY rates will be applied to the HOLDER, which will be informed by means of durable support, in a timely manner.

Should the HOLDER not transmit the will to continue with PECUNPAY as above within the sixty (60) days provided, the contract is deemed to be resolved.