ETRIONIS

Consumer Cardholder Terms

We are WHITE STONES MANAGEMENT LTD, registered under the number HE 428792 in accordance with the legislation of Cyprus republic, with the address: Andrea Paraskeva, 44, Strovolos, 2024, Nicosia, Cyprus, a Platform provider. Technical support and issue of cards are provided by a third party.

1. These Terms

1.1. **What these Terms cover**. These are the terms and conditions which govern the use of the Card, which you have been issued with or will be issued.

1.2. **Why you should read them**. Please read these Terms carefully before you use your Card, as they apply to the services provided by us. These Terms tell you who we are, who we work with, how you can use your Card and the steps you need to take to protect yourself from unauthorised use of the Card and how you and we may change or end the contract, what to do if there is a problem and other important information. If there are any terms that you do not understand or do not wish to agree to, or you think that there is a mistake in these Terms, please contact us support@etrionis.com.

1.3. **How can you agree to these Terms?** By using your card, you are demonstrating your agreement to these Terms.

1.4. **When will you become a client of ours?** You will be bound by these Terms once you have agreed to it as set out above and these Terms shall remain in force until terminated in accordance with it.

2. Information about us and how to contact us

2.1. **Who we are**. We are **WHITE STONES MANAGEMENT LTD,** registered under the number HE 428792 in accordance with the legislation of Cyprus republic, with the address: Andrea Paraskeva, 44, Strovolos, 2024, Nicosia, Cyprus (hereinafter referred to in these Terms as "**we**", "**us**", "**our**"). We are Cards provider.

2.2. **Our Card's Issuer is GUP-CH AG,** a company organized under the laws of Switzerland, company registration number CHE-114.304.932, with registered office address at Chaltenbodenstrasse 16, 8834 Schindellegi, Switzerland.

2.3. **Our Service Provider: PUSH2PAY CORP.** (hereinafter here is also "ETRIONIS")**,** a company registered in **Canada** under registration number 1000704799, having its registered address at 300 Supertest Rd, 1, North York, Ontario, Canada, M3J2M2 email: info@push2pay.net, website: http://push2pay.net/, data about the company is collected and stored at the Register of Legal Entities in Canada; license No. M24090452, issued on 07.02.2024; issuing and supervisory body is FINTRAC (Canada).

2.4. The Card Distributor will be your first point of contact in relation to these Terms, for example if you:

2.4.1. wish to cancel the Card or complain about the service you have been provided with pursuant to these Terms;

2.4.2. let us know that the Card has been or potentially has been lost, stolen or misappropriated; and

2.4.3. report unauthorised Transactions relating to you.

2.5. The services provided by the Card Distributor are governed by these Terms and conditions.

2.6. We also provide you with the E-money Account where the funds, which can be spent using the Card, are held. Our company details are set out in section 2.1. The E-money Account is associated with your Card. After having received funds from you, we issue E-Money at par value. Please note that E-money held in the Account shall not be interpreted as a deposit or other repayable funds and will not earn any interest.

2.7. We ensure that once we have received the funds they are deposited in a secure account, specifically for the purpose of redeeming Transactions made by the Card. In the event that we become insolvent, funds against which we have already issued E-Money are protected against the claims made by you.

2.8. At your request, part or all of the E-Money held on the Card will be redeemed at their par value at any time, except if otherwise established under these Terms or legal acts. You can choose the amount of redeemed E-Money. Where redemption of E-Money is requested by you on or up to one year after the date of the termination of these Terms, the total monetary value of the E-money held by you will be refunded.

2.9. **How to contact us**. You can contact us, as Card Distributor, by emailing at support@etrionis.com.

2.10. **How we may contact you**. If we have to contact you we will do so by telephone or by writing to you at the telephone number, email address or postal address you provided to us or the Card Distributor. Any changes to your telephone number, email address or postal address or other personal data we hold about you must be notified by you immediately.

3. Definitions.

The definitions set out in this clause apply in these Terms as follows**:**

"Account" means E-Money account associated with the Card.

"Business Day" means a day when the clearing banks in Vilnius are open for business, excluding Saturdays, Sundays and public holidays in Cyprus.

"**Card**" means the personal, non-transferable card scheme branded debit card which you have been issued with or will be issued with by us.

"Card Distributor" means Etrionis or We.

"Card Distributor's Website" means our website.

"Consumer" means an individual who, in accepting these Terms, is acting for a purpose other than a trade, business or profession.

"Durable Medium" means an instrument which enables you to store information addressed personally to you in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

"E-Money" means electronic money, i.e. electronically stored monetary value as represented by a claim against us.

"E-statement" means information provided in Durable Medium on the available balance in your Account and the details of any Transactions you have entered into.

"Electronic Money Institution" means licensed electronic money institution, authorised to issue E-Money and provide payment services (as defined in the Law on Electronic Money and Electronic Money Institutions of Canada).

"**Expiry Date**" means the expiry date printed on the Card.

"PAN" means primary account number, i.e., the Card number on the Card. "**Partner**" means any of our banking providers and any other business partners.

"**PIN**" means secret personal identification number associated with a Card which can be used as one method of authorising Transactions.

"Table" means Fee, Limits and Restrictions Table set out on https://wallet.etrionis.com/account/fees-and-limits

"Terms" means these terms and conditions which govern the use of the Card which you have been issued with or will be issued with.

"**Transactions**" means transactions referred to in clause 6.1 of these Terms.

"**Virtual Card**" means "virtual" Card, in which case you will not receive a Physical Card but will receive details of the PAN, the Expiry Date and the CVV2 code.

"Website" means our website from time to time.

- Sub-clause, clause and paragraph headings shall not affect the interpretation of these Terms and references to sub-clauses, clauses and paragraphs are to the sub-clauses, clauses and paragraphs of these Terms.
- Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding the sense.
- Unless the context otherwise requires, words in the singular shall include the plural, and in the plural shall include the singular.
- A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

4. Commencement and expiry of these Terms

4.1. You shall be deemed to accept these Terms as set out above. The Card shall remain our property and will be delivered on our behalf by us.

4.2. The Terms will terminate on the Expiry Date unless the Card is auto- renewed, in which case you will be issued with a new Card before the existing one In this instance these Terms will remain valid until the existing Card expires or is otherwise as set out in these Terms.

5. Issuance and activation of the Card

5.1. You may be issued with:

5.1.1. a Virtual Card.

5.2. In order to start using the Card, you may be required to activate it in accordance with instructions given to you by the Card Distributor. You must keep the details of the Virtual Card (as applicable) in a safe place and protect it against unauthorised access or use by third party.

5.3. You can manage the Card on your secure area of the Card Distributor's

5.3.1. The Card shall remain valid until the Expiry Date. If you require a replacement Card, please contact us using the contact details. Please note that an additional fee may be charged for a replacement Card - please see the fees section 12 for more information.

5.3.2. The Card is an E-money product and as such it is not covered by a comparable guarantee scheme in any other You may only use the Card for lawful Transactions.

6. Transactions

6.1. Should the relevant card scheme and/or programme allow, you may use your Card to enter into the following Transactions:

6.1.1. Purchasing goods and/or services from merchants affiliated with the card scheme on your Card;

6.1.2. Receiving cash back from merchants (merchant dependent);

6.2. You can authorise a Transaction by:

6.2.1. Allowing a merchant to swipe the magnetic strip of the Card and the corresponding sales slip being signed; or

6.2.2. Providing relevant information to the merchant that allows the merchant to process the Transaction, for example, providing the merchant with the PAN, the Expiry Date and the CVV2 in the case of an internet or other non-face-to-face Transaction;

6.2.3. Relevant information being provided to the payment initiation service provider that allows the payment initiation service provider to process the Transaction;

6.2.4. The Card is tapped against a "contactless" enabled reader.

6.3. If any of the methods of authorisation set out in section 6.2 are used, we shall be entitled to assume that you have authorised a Transaction unless we were informed that the relevant details of the Card have been lost, stolen or misappropriated prior the Transaction taking place.

6.4. You acknowledge the correctness of the amount of each Transaction which you deal with.

6.5. Once you have authorised a Transaction, the Transaction cannot be stopped or You may in certain circumstances be entitled to a refund in accordance with these Terms.

6.6. On receipt of notification of your authorisation of a Transaction and the Transaction payment order from the merchant and/or authorised bank, normally we will deduct the value of the Transaction, plus any applicable fees and charges, from the available funds in the Account. We will execute the Transaction by crediting the account of the merchant's payment service provider by the end of the next Business Day following the notification. If the notification is received on a non-Business Day or after 4:30 pm on a Business Day, it will be deemed received on the next Business Day.

6.7. We are not liable if, for any reason, the affiliated merchants or authorised banks do not accept the Card, or accept it only partly, nor are we liable in the case of late delivery of, or failure to deliver, goods or services. In the event of disputes or complaints of any kind concerning goods or services, or the exercise of any right in this connection, you should contact the affiliated merchant and/or authorised bank.

6.8. It is your responsibility to ensure that there are available funds in your Account to cover any spend, allowing for any foreign exchange fees and other applicable fees under these Terms. Should the Account at any time and for any reason have a negative balance, you shall repay the excess amount immediately and in full.

6.9. For Card usage conducted in other currencies (other than the currency of the Card), you shall accept the exchange rate used by Mastercard, which can be found on Mastercard's website. Any changes in exchange rates may be applied immediately and without The exchange rate, where applicable to a Transaction, will be shown in the E-statement. Different exchange rates may apply when reserving or debiting funds. Please be careful when opting to use a merchant's, bank's exchange rates as they are often less competitive than the card scheme's exchange rate.

6.10. The maximum amount you may withdraw in cash shall be subject to a daily limit, irrespective of the available funds in the Account. We may charge a fee for withdrawal, however, will apply on top of the fees set out in the Table. It is your responsibility to check whether any such additional fees apply, as they cannot be refunded once the cash has been withdrawn.

6.11. We have the right to review and change the spending limits on the Card at any time. You will be notified of any such changes.

7. Non-execution of a Transaction

7.1. In certain circumstances we may refuse to execute a Transaction that you have authorised. These circumstances include:

7.1.1. If we have reasonable concerns about the security of the Card or suspect the Card is being used in a fraudulent or unauthorised manner;

7.1.2. If there are insufficient funds available to cover the Transaction and all associated fees at the time that we receive notification of the Transaction or if there is an outstanding shortfall on the balance of the Account;

7.1.3. If we have reasonable grounds to believe you are acting in breach of these Terms;

7.1.4. If there are errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing Transactions, or

7.1.5. If we are required to do so by

7.2. Unless it would be unlawful for us to do so, where we refuse to complete a Transaction, we will notify you as soon as reasonably practicable that it has been refused and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal. Where the refusal is reasonably justified, we may charge you a fee when we notify you that your payment request has been cancelled.

7.3. You may also claim a refund for a Transaction that you authorised provided that your authorisation did not specify the exact amount when you consented to the Transaction, and the amount of the Transaction exceeded the amount that you could reasonably have expected it to be considering your previous spending pattern on the Card, these Terms.

7.4. Such a refund must be requested from us within 8 weeks of the amount being deducted from the Card. We may require you to provide us with evidence to substantiate your claim. Any refund or justification for refusing a refund will be provided within 10 Business Days of receiving your refund request or, where applicable, within 10 Business Days of receiving any further evidence requested by Any refund shall be equal to the amount of the Transaction. Any such refund will not be subject to any fee.

8. Access to information on Transactions and available funds in the Account

8.1. We have to set up a secure area on our Website where you can view the available balance in your Account and view the details of any Transactions you have entered into. You can gain access to this by following the instructions on the Website. You must keep the credentials to obtain access to the secure areas safe and not disclose them to third parties.

8.2. We can, upon request, send you monthly E-statement by email setting out:

8.2.1. A reference enabling you to identify each Transaction, the payer/payee, as well as other details transferred together with the Transaction;

8.2.2. The amount of each Transaction;

8.2.3. The currency in which the Card is debited/credited;

8.2.4. The amount of any Transaction charges including their break down, where applicable;

8.2.5. The exchange rate used in the Transaction by us and the amount of the Transaction after the currency conversion, where applicable; and

8.2.6. The Transaction debit/credit value date.

8.3. If you would like us to provide you with the E-statement more often than monthly or not by email (or if agreed differently under this section 8, more often than agreed or in a different manner than agreed) then we may charge you a reasonable administration fee to cover our costs of providing the information more often or in a different manner.

8.4. If for any reason you have some available funds left in your Account following the termination of these Terms, you may redeem them by contacting us using the contact details.

9. Loss of the Card / Transaction refunds

9.1. As soon as you become aware of any loss, theft, misappropriation or unauthorised use of the Card, PIN or other security details, you must immediately notify us using the contact details.

9.2. In the event of theft, you should consider reporting the theft to us and we will take the decision:

9.2.1. If we believe you did not authorise a particular Transaction or that a Transaction was incorrectly carried out, in order to get a refund, you must contact us as soon as you notice the problem using the contact details set out in section 10 and in any case no later than 13 months after the amount of the Transaction has been deducted from your Account.

9.3. We will refund any unauthorised Transaction and any associated Transaction fees and charges payable under these Terms.

9.4. This refund shall be made as soon as practicable and, in any event, no later than the end of the Business Day following the day on which we become aware of the unauthorised Transaction, unless we have reasonable grounds to suspect fraudulent behaviour and notify the appropriate authorities. If we become aware of the unauthorised Transaction on a non-Business Day or after 4:30 pm on a Business Day, we will be deemed to have only become aware of the unauthorised Transaction at the beginning of the next Business Day.

9.5. If we are liable for an incorrectly executed Transaction, we will immediately refund you the amount of the incorrectly executed Transaction together with any associated Transaction fees and charges payable under these Terms. Depending on the circumstances, we may require you to complete a dispute declaration form relating to the incorrectly executed We may conduct an investigation either before or after any refund has been determined or made. We will let you know as soon as possible the outcome of any such investigation.

9.6. If a Transaction initiated by a merchant (for example, this happens when you use the Card in a shop) has been incorrectly executed and we receive proof from the merchant's payment service provider that we are liable for the incorrectly executed Transaction, we will refund as appropriate and immediately the Transaction and any associated Transaction fees and charges payable under these Terms, as well as interest accruing to you as a result of non-execution or improper execution of Transaction, if your fault is not determined.

9.7. We are not liable for any incorrectly executed Transactions if we can show that the payment was actually received by the merchant's payment service provider, in which case they will be.

9.8. If you receive a late payment from another payment service provider (e.g. a refund from a retailer's bank) via us, we will credit the Account with the relevant amount of any associated fees and charges.

9.9. We will limit your liability to EUR 50 for any losses incurred in respect of unauthorised Transactions subject to the following:

9.9.1. You will be liable for all losses incurred in respect of an unauthorised Transaction if you have acted fraudulently, or have intentionally or with gross negligence failed to: (a) look after and use the Card in accordance with these Terms; or (b) notify us of the problem in accordance with this section 9;

9.9.2. Except where you have acted fraudulently, you will not be liable for any losses:

9.9.2.1. Incurred in respect of an unauthorised Transaction which arises after your notification to us of the loss, theft or misappropriation of the Card;

9.9.2.2. Arising where you have used the Card in a distance contract, for example, for an online purchase;

9.9.2.3. Arising where the loss, theft or misappropriation of the Card was not detectable by you before the unauthorised Transaction took place;

9.9.2.4. Where we have failed to provide you with the appropriate means of notification;

9.9.2.5. Arising where we are required by law to apply Strong Customer Authentication (as defined in section 11) but fail to do so;

9.9.2.6. The losses were caused by an act or omission of any employee, agent or branch of ours or any entity which carries out activities on our Website.

9.10. We may require "Strong Customer Authentication". It means authentication based on the use of two or more elements that are independent, in that the breach of one element does not compromise the reliability of any other element, and designed in such a way as to protect the confidentiality of the authentication data, with the elements falling into two or more of the following categories: (a) something known only by you ("knowledge"), (b) something held only by you ("possession"); (c) something inherent to you ("inherence"). Strong Customer Authentication is used to make Transactions more secure.

9.11. We are required to provide Strong Customer Authentication when:

9.11.1. Tou view the available balance on your Account either through the Card Distributor's Website or the Card Distributor's App and/or through an AISP;

9.11.2. When you initiate an electronic Transaction, directly or when you initiate a remote electronic Transaction through a PISP; or

9.11.3. When you carry out any action through a remote channel which may imply a risk of payment fraud or other actions.

9.12. If our investigations show that any disputed Transaction was authorised by you or you may have acted fraudulently or with gross negligence, we may reverse any refund made and you will be liable for all losses we suffer in connection with the Transaction including but not

limited to the cost of any investigation carried out by us in relation to the Transaction. We will give you reasonable notice of any reverse refund.

10. Blocking of the Card

10.1. We may block the Card, in which case you will not be able to execute any further Transactions, if we have reasonable concerns about the security of the Card or suspect the Card is being used in a fraudulent or unauthorised manner. We will notify you of any such blocking in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will unblock the Card and, where appropriate, issue a new Card, PIN and other security features free of charge as soon as practicable once the reasons for the suspension cease to exist.

11. Data Protection

11.1. You agree that we can use your personal data in accordance with these Terms and our privacy policy. This privacy policy includes details of the personal information that we collect, how it will be used, and who we pass it to. You can tell us if you do not want to receive any marketing materials from us. For the avoidance of doubt, we will share your personal data with our providers (**Card's Issuer).**

11.2. To comply with applicable, know-your-client-rules and anti-money laundering regulations, we and/or each Partner shall be entitled to carry out all necessary verifications of your identity. The above-mentioned Partner may use a recognised agency for this verification purposes (details of the agency used will be provided to you on request). Such verifications will not affect your credit score but may leave a 'soft footprint' on your credit.

12. Fees and spending limits

12.1. You are liable for paying all fees arising from your use of the Card and subject to all spending limits placed on the Card.

12.2. The fees and spending limits on the Card are set out:

12.2.1. In the Table set out on https://wallet.etrionis.com/account/fees-and-limits

13. Complaints

13.1. If you would like to make a complaint relating to these Terms, please contact us using the contact details in section 2 so we can resolve the compaint. We have internal procedures for handling complaints fairly and promptly in accordance with the legal requirements. We will promptly send you a complaint acknowledgement and a copy of our complaints procedure.

13.2. Please note that you may request a copy of our complaints procedure at any time. Details of our complaints procedure can also be found on our You agree to cooperate with us and provide the necessary information for us to investigate and resolve the complaint as quickly as possible.

13.3. For other issues please also read our Compliant Policy.

14. Other important terms

14.1. The Terms and all communications will be in English, or, by agreement between you and us, in another language. We shall communicate in English, or by agreement, in another language agreed between you and us. You may request a copy of these Terms free of charge at any time during the contractual relationship. If we need to contact you in the

event of suspected or actual fraud or security threats, we will first send you an SMS or email prompting you to contact our customer services team using the contact information we have been supplied with.

14.2. **We may transfer this agreement to someone else**. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Terms.

14.3. **You need our consent to transfer your rights to someone else**. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

14.4. **Nobody else has any rights under this** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.5. **Changes to these Terms / Termination**. We reserve the right to amend these Terms for any reason by giving you two-months' notice by e-mail. You will be deemed to have accepted the changes if you raise no objection prior to the expiry of the period set out in the If you do not wish to accept the changes, you may terminate these Terms immediately and without charge by proving us with notice at any time prior to the expiry of the notice period. At all other times you may terminate these Terms at any time by giving us one months' notice in accordance with section 2.10 and we may terminate these Terms by giving you one months' notice in accordance with section 2.11.

14.6. **If a court finds part of this contract illegal, the rest will continue in force**. Each of the sections and sub-sections of these Terms operate If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.7. **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you do not pay us on time and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later.

14.8. **Which laws apply to this contract and where you may bring legal proceedings**. These Terms are governed by law of Cyprus and you can bring legal proceedings in respect of these Terms in English.