

**FRAMEWORK CONTRACT  
FOR THE ISSUANCE OF  
PRE-PAID CARDS**

**GLOBAL PAYMENTS MONEYTOPAY, EDE, S.L.**

**2021**

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# Contract data

## By and between

Name or business name:

Tax ID No.:

## And

GLOBAL PAYMENTS MONEYTOPAY, EDE, S. L. (hereinafter, "MoneyToPay")

Registered office: Calle Caleruega, 102, 28033 Madrid

Tax ID No. B65866105

## Sales agent

CaixaBank, S. A. (hereinafter, "CaixaBank"), with its business address at Calle Pintor Sorolla, 2-4, 46002 Valencia, and Tax ID No. A08663619

## With the signing of this document

We formalise this contract for a pre-paid card with the specific and general terms and conditions shown below.

# GENERAL TERMS AND CONDITIONS

## 1. PURPOSE

### What is governed by this contract and what can be done with the card

- 1.1. The General Terms and Conditions of this contract govern the terms in which we, MoneyToPay, issue in your name, and in the name of the person or persons you name as beneficiaries, the pre-paid card or cards (hereinafter, "card") shown in the Specific Terms and Conditions.
- 1.2. You are solely responsible for the card, even if you have named one or more persons as beneficiaries. Both you and any beneficiary are the named holders of the card.
- 1.3. Once activated, the card can be used to:
  - Add money** to it by carrying out charging and recharging operations, and store these funds;
  - initiate payment orders** for purchasing goods and services in commercial establishments in Spain and abroad which accept the card as a means of payment, drawing down on the money previously stored on the card;
  - withdraw cash** from CaixaBank ATMs and the ATMs of other entities with which we have agreements; and
  - use any other service that we make available to you**, which will be governed by their own regulations and conditions.
- 1.4. The payment orders initiated with the card, the prices of the services we offer, the costs arising, and the charging and recharging operations will be collected or paid for from an account (hereinafter, the "**card account**"). Both you and the beneficiaries will have access to that account, as shown in the Specific Terms and Conditions of this contract.

This account will enable you to see the details of the payment transactions carried out with each of the cards issued under this contract, and see how much money is stored in

each card. The beneficiaries of the card will only be able to see information relating to their own card, of which they are the named holder.

## 2. USAGE CONDITIONS

### How the card works

#### 2.1. Reloading operations

To use the card, first you will need to add money (charge or recharge) to the card balance. You, the beneficiaries of the card or a third party can add money via payment orders using:

- CaixaBank's digital banking service, known as CaixaBankNow, or
- the network of CaixaBank branches and ATMs, or
- any other channel or device that we make available.

Its unique identifier will be the card number (PAN number).

There may be limits on the minimum and maximum recharge amounts and how often you can recharge a card. These limits depend on the type of card you have signed up for and our current policies for accepting customers and transactions in compliance with current legislation. The "Specific Terms and Conditions" indicate the minimum recharge amount.

#### 2.2. Access to and uses of the card

You or the beneficiaries may use the card in person (physical purchases) or remotely (online purchases).

### Using the card remotely (online purchases)

To ensure the **secure use of the card** when it is used **remotely** to make electronic purchases, **we will check that it is you, or a beneficiary, who is using the card:**

If either you or the beneficiary has downloaded the **CaixaBankNow app** (or the corresponding app) onto your smartphone, we will redirect you to that app to complete your purchase. The purchase will be authorised via the app.

**If you do not have the app**, or if the app is not working for technical reasons, you can finalise the purchase process through the **CaixaBankNow website**.

If MoneyToPay cannot guarantee the use of the website app or the CaixaBankNow app, we will send a **code by SMS** to the mobile number that you have given us.

You will then have to key in this code at the end of the purchasing process. You will also have to key in an additional factor (for example, a password) to complete the purchase authorisation process, if we ask you for one.

**To confirm the identity of the person who is using the card, we will also apply the European regulation (PSD2) that introduces the concept of "strong customer authentication" or "two-factor identity confirmation":**

Therefore, when you carry out online transactions using the card, we will ask you to use two or more of the following methods of authentication, which are organised into three categories:

- a. knowledge factor: something that only you (or the beneficiary) know (e.g., a PIN or other password),
- b. possession factor: something that only you (or the beneficiary) possesses (e.g., your mobile phone),
- c. inherence factor: something unique to you or the beneficiary (e.g., some biometric data: facial recognition, iris scan, fingerprint).

While this contract is in force, we may change the elements that we combine to confirm the

identity of the person holding the card, provided that they belong to the three categories mentioned above and each element is in a different category. We will let you know sufficiently in advance of any change that affects the method that we will use to confirm the identity of the person using the card.

We can introduce an exception to the requirement for two-factor authentication for certain transactions, for example, for low-value transactions or those with a low risk of fraud, and transactions with businesses that you have previously informed us are trustworthy.

For the same purpose of confirming identity, we may ask for additional elements and even suspend a transaction if we detect that it involves a higher than average risk of fraud. If this situation occurs, we will let you know promptly.

**For the authentication methods described, it is essential that whoever uses the card has a mobile phone.**

**We will ask you and the beneficiaries of the card for your mobile phone numbers.**

**If you change your number, you must let us know either through the CaixaBankNow online banking service or by going to your CaixaBank branch.**

### Other usage options

To use the card to **pay**, you or the beneficiaries must follow the instructions on the devices or technical elements involved in the process.

You will also have to **consent** to the payment transaction in the following ways:

- **In-person transactions (physical purchases).** Bring the card close to the electronic devices that are going to process the payment or provide a service: for example, a PoS terminal in a shop, an ATM, or a vending machine. If both the card and the device use contactless technology, all you need to do is hold the card close to the device for the transaction to take place. The device may ask for your **PIN** code.
- **Remote transactions (online purchases).** You will have to provide the card's identification details when requested by the business: for example, the card number, expiry date and verification code. When the business has the details, we will redirect you to the CaixaBankNow app to finalise the transaction, where it will be authorised.

As the contract holder, you can also use the card on the **CaixaBankNow digital banking** service or at our **ATMs** for operations such as:

- **Consulting information.** You can get information on the products and services that you have contracted with us and with other entities with whom we have agreements. If you are consulting information using non-CaixaBank ATMs or of entities with which we do not have agreements, the only information available will be the balance of the account associated with your card.
- **Contracting new services with the electronic signature generated by your card.** During the contracting process, the app will provide all the documentation you need, which can be downloaded to a durable medium such as paper. When you complete the contracting process, we will send you a receipt for the operation.

In this contract we agree that the electronic signature has the same effect as a hand-written signature on the documents generated by the payment app or ATM that you are using.

The physical or virtual card also includes the services of CaixaBankProtect®. You can see a detailed description on our CaixaBankNow digital banking service. We offer a brief description of this service here:

**CaixaBankProtect®.** This service, which accompanies the card, sends alerts about your transactions with the card. These alerts are sent by SMS text message, via specific apps as push messages or by email. Alerts tell you, for example, about:

- transactions worth over €500.00,
- cash withdrawals from ATMs worth over €1,000.00, and
- first purchases made abroad, for any amount.

### 2.3. Execution of payment orders

MoneyToPay receives payment orders on the same day that you or a beneficiary cardholder initiate them. **We execute these orders, and therefore take the necessary money out of the card account** immediately after receiving them.

In certain places only, such as motorways and parking meters, we may charge the payments to the card account after the date on which they were executed.

### 2.4. Payment orders in non-euro currencies

If you or the beneficiary cardholders make a purchase using a PoS terminal or withdraw cash from an ATM in a **European Union member state with a non-euro currency**, we will convert the corresponding amount to euros and charge a fee for this service. To make the conversion, we will take as the reference value the latest exchange rate published by the European Central Bank, **adding three point ninety-five percentage points (3.95 %)** as a service charge.

If the payment order was initiated **outside the European Union**, we will also convert the amount to euros. To do this, we will base the conversion on the exchange rate published on the Visa website at the time we receive the information that you or a beneficiary cardholder have carried out the transaction. We will add **three point ninety-five percent (3.95 %)** to this exchange rate as a service charge.

You can consult the exchange rates applied by Visa (i.e., without the 3.95 % fee) at the following link, or any future link that replaces it:

Visa: <https://www.visaeurope.com/making-payments/exchange-rates>

Any changes in the exchange rates will be applied immediately without the need for you to be informed as the contract holder. You can see these changes at any CaixaBank branch or on the Visa website indicated above.

### 2.5. Limits of the payment transactions initiated with the card

For your security, we may set limits to the transactions that can be made using each card. Also, we are not obligated to execute any payment order that you or a beneficiary cardholder may initiate with the card when the amount is more than the balance in the card account.

### 2.6. Reimbursement of the money stored on the card

As long as this contract is valid and the card has not expired (see General Condition 3: "Card expiry"), as the contract holder, you may **request the total or partial reimbursement of the money stored on the card**. If the card has expired, you may only request the total reimbursement of the money. We will pay this money into the card account.

If, during this validity period, there are payment transactions initiated with the card for an amount which has not yet been charged against the card account, we may defer the reimbursement of the money until the charge has been made – in other words, when the payment transaction has been completed.

When the contract has been terminated and is therefore no longer valid, for some types of card, provided this is expressly stated in the "Specific Terms and Conditions", we will transfer the money stored on the card to the associated account without this being requested (see General Condition 4: "Associated account").

Reimbursement generates costs which you will have to pay. We will calculate these costs as shown in 5.2:

"Costs for reimbursement of the money stored on the card". You will not have to pay any costs only if you request reimbursement after the card expiry date and the card has not been renewed during the twelve months prior to the expiry date.

## 2.7. Blocking the card

For your security, we may temporarily block the card or limit its use when we find one or more circumstances that lead us to deduce the following:

- The security of the card as a payment instrument has been compromised or is at risk.
- There may have been fraudulent, unauthorised or negligent use of the card.
- A condition of this contract has been breached by you or one of the beneficiary cardholders.

In these cases, we will notify you that the card has been blocked or its use limited and the reasons that led to this using the communication channel that we previously agreed with you, in accordance with General Condition 13: "Communications". You will be notified before the card is blocked or its use is limited, or if this is not possible, immediately afterwards. Only for objectively justified or legal reasons, in accordance with the applicable regulations, will you not be notified of our decision.

## 2.8. Interruptions to the use of the card

The use of the card may be interrupted for reasons of force majeure or random, exceptional circumstances outside our control. In such cases we waive all responsibility. The reasons or circumstances may include the following:

- suspension or interruption of the internet service when you or a beneficiary cardholder are shopping online and the purchases are not correctly authorised;
- technical problems with the card incorporated in mobile phones when you or a beneficiary cardholder are trying to pay with a mobile phone;
- malfunctioning of devices in shops and businesses, of mobile apps which are not owned by MoneyToPay or CaixaBank, of the SIM card, or of the platform used to take data from the SIM card;
- suspension or interruption of the purchase because of a low or failing battery in the mobile phone or other device being used by you or a
- beneficiary cardholder to try to make a payment.

## 2.9. Home delivery of the card

Cards are always marked with an expiry date. **To renew the card, we will send you a new inactivated card, which you will receive at your home address.** We will also send you a card if you have to renew the card to **add new functions.**

The card can only be activated by you, or a beneficiary cardholder, when you confirm to us that you have received it. To activate the card, you will need to follow the instructions that we will give you.

## 3. CARD EXPIRY

### How long the card can be used for

**3.1.** This contract is open-ended, but the card may have an expiry date. The card will be valid until the last day of the month of the expiry date shown on the card itself or as communicated by us to the holder.

**3.2. The expiry of the card does not mean that this contract is cancelled.** For this reason, when the card expires, we may issue and send you or the corresponding beneficiary cardholder another card associated with the same contract.

## 4. ASSOCIATED ACCOUNT

## When to designate an associated account

**4.1.** To contract certain types of pre-paid card you will need to associate the card with a current account at CaixaBank (hereinafter, the “associated account”). This associated account will be drawn on in operations to recharge the card and/or for charging unpaid amounts when the card account balance is insufficient. You authorise us to charge the associated account by direct debit for the amounts of such recharges or unpaid amounts which may arise.

**4.2.** When there are orders to recharge the card from the associated account, you authorise CaixaBank to perform these transactions using single factor authentication, as indicated in Section 2.2: “Access and uses”. You also authorise us, MoneyToPay, to notify CaixaBank of these orders.

**4.3.** We reserve a space for the associated account in the “Specific Terms and Conditions” of this contract. This specifies that the card can only be contracted if you designate an associated current account and commit to keeping it operational over the duration of the contract. If you should close this associated account, we would terminate (cancel) the contract for the pre-paid card and therefore the contract would no longer be valid.

**4.4.** The prices of the services that we offer and the costs arising from opening and maintaining the associated account will be as indicated in the contract for opening that account.

## 5. PRICE OF THE SERVICES

### The cost of the card and the services we offer with it

**5.1.** As the contract holder, we may charge you a fee for providing payment services linked to the card. The fees are indicated in the “**Specific Terms and Conditions**”:

- Fee for issuing the card. We will charge this against the account associated with the card once, at the time of issuing each card.
- Fee for card replacement. We will charge this against the balance of the card each time we replace a card.
- Fee for keeping the card operational. We will charge this fee in advance at the intervals we have established in each case, or if not, annually, until the card expiry date. We will charge it to the account associated with the card.
- Fee for the non-use of the card. We will charge this against the card balance if, for six consecutive months, you or the beneficiaries do not make any payments using the card. We will not apply this fee to cards with a maintenance fee.
- Fee for the management and custody of the balance. This fee corresponds to the management and custody of the money stored on expired cards that were not renewed in the twelve months following their expiry date. We will charge it at the intervals we have established, or if not, every six months.
- Recharging fee. We will collect it from the account associated with the card each time you recharge the card, if you are not acting as a consumer; in other words, if you are a business or microbusiness.
- Fee for withdrawing cash from non-CaixaBank ATMs. We will charge this against the balance on the card for each cash withdrawal transaction by you or any beneficiary cardholder, at the time of the withdrawal. If the ATM is in Spain, we will charge only the costs indicated in Section 5.4: “Costs of cash withdrawal from ATMs”, in accordance with current regulations. When we charge this fee, we will not charge the reimbursement costs indicated in Section 5.2: “Costs for reimbursement of the money stored on the card”.
- Fee for consulting the balance on non-CaixaBank ATMs. We will charge this against the

card balance each time you or a beneficiary cardholder carries out this operation.

## 5.2. Costs for the reimbursement of the money stored on the card

Reimbursing the money stored on the card into the card account generates costs when you, as the contract holder, request this service. You will have to pay them, taking into account the limits indicated in 2.6: "Reimbursement of the money stored on the card".

## 5.3. Postage costs

Another service generating costs is sending communications relating to this contract by post. We will calculate these costs in accordance with the current official postage rates at the time. We will not charge for postage if we are notifying you of a change in or expiry of the contract, or where prohibited by law.

## 5.4. Costs of withdrawing cash from ATMs

According to the applicable regulations, if you or a beneficiary cardholder withdraw cash from an ATM outside our network, we may charge you the total or partial price for this service, which we will have previously paid to the entity that owns that ATM.

## 6. INFORMATION ON PAYMENT TRANSACTIONS

### How and where you can consult the transactions that you carry out with the card

**6.1.** MoneyToPay's statements will include information on the payment transactions charged to the card account: date of the transaction, amount, beneficiary and any other information needed, in accordance with the legal regulations applicable at the time.

You can consult this information at any ATM in the CaixaBank commercial network, at CaixaBank branches, or using the CaixaBankNow digital banking service or the MoneyToPay website. Beneficiaries can also access this information in these ways, but they can only view their own movements.

As the contract holder, you can also consult information on payment transactions on the MoneyToPay website: <https://www.moneytopay.com>

## 7. OUR DUTIES AND RESPONSIBILITIES FOR THE SECURITY OF YOUR CARD

### The importance of protecting your card and its PIN

**7.1.** For your security, you must comply with the following obligations:

1. To confirm your identity when operating with the card, we will provide you with certain security elements, such as passwords (PIN) or codes sent by SMS or mobile phone. This is indicated in Section 2.2: "Access to and uses of the card". **You undertake to protect and keep secret these codes and passwords.** To do so:
  - You must not write down your PIN or any other security password on the card, on documents that can be found with the card or on your mobile phone.
  - You must avoid having a PIN or other security password that would be easy to guess from your personal data, such as your birthday, address or other data that appears on documents you use frequently.
  - You must take reasonable precautions to avoid the theft, falsification or loss of your card. If you have a virtual card, these precautions include avoiding the loss or theft of the device on which the card is registered.
  - You must undertake not to share your PIN, or the security passwords we send to your mobile or by email, with anyone, not even people who claim to work for MoneyToPay or

CaixaBank or for companies that resolve technical incidents on mobile phones or computers and who contact you by any means.

- You must remember that we will never ask you to give us your codes or passwords. **If at any time you receive a communication claiming to be from MoneyToPay or CaixaBank which asks for this kind of information, do not provide it, because you may be a victim of fraud.**
2. **You must not manipulate** the material elements, such as **the SIM card**, or intangible elements such as the **card software** needed for the use of the card, even if they are an integral part of your mobile phone. You must also take the measures needed to prevent them or the data on them from being copied.
  3. **When your card expires** or you **receive a new one** that replaces it, **you must destroy the old card**. You must return it to us if we ask you for it before we tell you to destroy it.
  4. **As soon as you are aware of it, without any unnecessary delay, you must inform us** of the following at any CaixaBank branch or the channels we make available to you, as specified in General Condition 13: "Communications":
    - **any transaction made with your physical or virtual card that you consider to be irregular or strange**. For example, if you do not know who made a purchase or transfer, or why the information in your account about a transaction is not correct; and
    - **the loss, theft or unauthorised use of your physical card or the smart device on which your virtual card is registered**, including if you become aware that someone has used your physical or virtual card occasionally without your authorisation.
  5. **Inform the beneficiary cardholders** of at least (a) the usage conditions of the card indicated in General Condition 2: "Usage Conditions"; (b) the obligations in General Condition 7: "Our duties and responsibilities for the security of your card"; and (c) the responsibilities established in General Condition 8: "Responsibilities".
  6. **You must answer to us if any beneficiary cardholder fails to meet the obligations** arising from this contract and in particular, those stated in General Condition 7: "Our duties and responsibilities for the security of your card".

## **7.2. MoneyToPay must meet the following obligations:**

1. To help you protect your security elements and meet your obligations, we will **share** with you **our experience** on security matters:
  - We will send you a regular email newsletter with advice on security, updated information on how cybercriminals operate and what's new in the security measures used by MoneyToPay and CaixaBank.
  - We will offer you information in the security section of the CaixaBank website for private individuals: [www.caixabank.es/particular/seguridad/seguridad](http://www.caixabank.es/particular/seguridad/seguridad). In this section we share advice and warnings of possible cyberattacks. This means you will have useful, accurate information on what to do in such cases and how to stop them happening. We invite you to consult this section.
  - We may also send you security alerts by SMS if we find unusual transactions being carried out with your card. For this, we will take into account how you normally use your card.
2. **We will not send you or the beneficiary cardholders the PIN of your card: you must choose it yourselves**. When we deliver a card (whether physical or virtual), it will not be activated. To activate it, follow the instructions we give you and choose your PIN during the activation process.

3. **A free helpline is available 24 hours a day, 365 days a year: 900 40 40 90.** You and your beneficiaries can use this number to **report any irregular transaction or incident** that may affect the security or normal functioning of the card. You can also make these reports via the bank branch that manages your account.
4. We undertake to **accept the transactions that you or the beneficiaries order, request or carry out with the physical or virtual card** unless we have reasonable indications that the card has been used fraudulently or without authorisation, or if we find out that you, the beneficiaries or any other unauthorised person has breached this contract deliberately or due to gross negligence.

## 8. INCIDENTS

### What to do if you notice irregularities in the movements involving your card

**8.1.** As we indicate in the previous Condition, **if you or a beneficiary cardholder notices an irregularity** relating to a payment transaction or another service, because you or they did not authorise the transaction or because it was not done correctly, **you must report it to us** as soon as possible. The beneficiary may also report it.

The **maximum period for claiming the reimbursement** or rectification of a transaction is 13 months from the date of the irregular payment. After this time, as contract holder you lose the right to claim, even if you were not responsible for the monetary loss caused by the irregular transaction.

**8.2.** If you tell us that a transaction is incorrect or that it was not carried out by you or a beneficiary cardholder, it is our responsibility to show that the transaction was correctly authorised and carried out, and was not affected by a technical failure or any other deficiency.

**8.3. MoneyToPay** will bear the loss caused by an irregular transaction and accepts **responsibility** for any of the following transactions:

- transactions carried out with the card **after you or a beneficiary cardholder informed us** of its loss, theft or unauthorised use;
- transactions carried out **before you or a beneficiary cardholder informed us** of its loss, theft or unauthorised use, **when it would not have been possible for you to have detected it before the card was misused**, as long as there was no lack of compliance, either deliberate or due to gross negligence, with one or more of the security commitments listed in General Condition 7: "Our duties and responsibilities for the security of your card";
- irregular transactions due to the **action or inaction of employees** of MoneyToPay or CaixaBank;
- transactions carried out **remotely** using only the data printed on the card;
- transactions in which **we have not confirmed the identity of the cardholder through double factor identification** (strong authentication), unless you or the beneficiary cardholder acted fraudulently.

**8.4.** When we are required to refund you the amount of the irregular transaction, **we will pay the refund in one working day**. If we have reason to suspect fraud in the transaction, we will not refund the amount in one day, and we will inform you and Banco de España in writing of our reasons for suspicion.

**8.5.** MoneyToPay **may charge you for the refunded transaction amount again** in the following circumstances:

- You did not provide the documentation for the transaction within seven calendar days.
- You did not provide any additional documentation that we may have requested.
- After studying the transaction, we can confirm that it met all established legal requirements and/or you or the beneficiary were, deliberately or through gross negligence, in breach of any of your security obligations.

**8.6. You will be responsible** for the irregular transaction in the following cases:

- When you or a beneficiary act fraudulently or falsely deny having carried out a transaction.
- When you or a beneficiary, deliberately or through gross negligence, breach one or more of your security commitments, listed in General Condition 7: “Our duties and responsibilities for the security of your card”.
- When you or a beneficiary delay notifying us of an irregularity in your card without justification. As the contract holder, you have the obligation to notify us of any irregularity as soon as you are aware of it.

**8.7. You and MoneyToPay share the responsibility** in the other cases not indicated in Sections 8.3, 8.4, 8.5 and 8.6. In this case, as the contract holder, you must bear the cost of the transactions **up to a maximum of €50** or to the maximum amount established by the applicable regulations. The rest of the amount of the irregular transactions will be borne by us.

**8.8.** You can limit the amount of money that can be withdrawn from ATMs, the purchases made with your card in e-commerce establishments or in certain sectors, and card operations abroad. You can remove these restrictions at any time.

To establish or remove these limitations, use the CaixaBankNow digital banking service. Currently, you must go to the section “Usage Control” on CaixaBankNow.

## **8.bis RESPONSIBILITIES WHEN YOU ARE NOT ACTING AS A CONSUMER**

### **Our responsibilities if you are acting in your professional or business capacity**

If you are not classified as a consumer, and therefore are acting in your professional or business capacity, our obligations under this contract are as stated below.

#### **8.1.bis Responsibilities if obligations are not met**

As well as what we establish in the following sections, if you or we breach the agreed obligations, we will have to compensate the other party for the loss or damages that might be caused by the breach of obligations.

#### **8.2.bis Responsibilities for carrying out unauthorised payment transactions**

You will have to bear the monetary losses arising from executing an unauthorised transaction in the following cases:

- If you breach, deliberately or due to simple or gross negligence, your obligations or the security obligations indicated in General Condition 7: “Our duties and responsibilities for the security of your card”, and other security measures indicated in the contract governing the provision of the CaixaBankNow digital banking service.
- More specifically, you will have to assume responsibility for the payment transactions ordered to MoneyToPay that were carried out through deception, a dishonest act by employees or subsidiaries, or due to any fraudulent manipulation affecting your organisation, its computer systems, email accounts or corporate mobile phones, provided that MoneyToPay has met its obligations.
- If, even though there was no negligence or fraudulent activity by you or a beneficiary, MoneyToPay has applied strong authentication to the unauthorised transaction; or simple authentication, depending on the exemptions permitted by the applicable payment legislation

at the time.

### **8.3.bis Proof of compliance with obligations**

Either you or we, within our own scope of responsibility, will have to show we have diligently complied with our obligations, as indicated below:

- We, MoneyToPay, will have to show that the transaction was authenticated, accurately recorded and accounted for.
- You will have to show that there was no negligence or bad faith in your compliance with your obligations of notification of consent, or security.

### **8.4.bis Period for exercising the right to rectify an unauthorised or incorrectly executed payment transaction**

If you or a beneficiary find an unauthorised or incorrectly executed payment transaction, you or the beneficiary must report this to MoneyToPay as soon as possible, and at least within the 15 calendar days following the date of the transaction, as indicated in General Condition 15: "Applicable legal regime when you are not acting as a consumer".

After this period, you will lose your right to have MoneyToPay rectify the transaction, and therefore the indications in Section 8.5 of this General Condition will apply.

### **8.5.bis Rectification of transactions and other compensation if MoneyToPay is responsible for non-executed, incorrectly executed or unauthorised transactions**

If MoneyToPay is responsible for the faulty execution of a payment order – in other words, if we fail to comply with any of the instructions we received – we will return the card account to the state it was in before executing the transaction.

If, according to Section 8.2 of this General Condition, MoneyToPay is responsible for the execution of an unauthorised payment order, we will reimburse you the amount of the irregular transaction. We will do this, at the latest, by the end of the next working day following the day on which the transaction was discovered or reported, unless MoneyToPay has reasonable grounds to suspect the existence of fraud and we report these reasons to the Banco de España in the form and time and with the content that it stipulates. MoneyToPay will return the card account, in which the unauthorised payment was effected, to the state it would have been in if the unauthorised transaction had not been effected.

MoneyToPay will not pay any other type of indemnity or monetary compensation for the non-execution or faulty execution of payment transactions or for the execution of unauthorised payment transactions.

### **8.6.bis Monetary losses arising from the non-execution or faulty execution of a payment transaction or from an unauthorised payment transaction if you are responsible**

As indicated in Section 8.2 of this General Condition, in cases in which you are responsible for the non-execution or faulty execution of a payment transaction or an unauthorised payment transaction, you will have to bear all the monetary losses arising from this, and waive the liability limit of €50 established in Article 46.1 of Royal Decree-Law 19/2018 for cases in which the unauthorised payment transaction was initiated by a payment instrument. See General Condition 15: "Applicable legal regime when you are not acting as a consumer"

## **9. NON-PAYMENT**

### **What happens to any debts that you may owe us**

**9.1. MoneyToPay may use a different account from the one associated with the card to settle any debts that you may owe us.** This happens if the card account balance is not enough to settle any unpaid obligations.

Therefore, **you authorise us**, MoneyToPay, to:

- **Charge the unpaid amount against the balance of any other account of which you are a holder or co-holder at CaixaBank**, if that balance permits. This may happen as often as

necessary.

- **Ask CaixaBank for information about the accounts you hold**, and the balance in those accounts.
- Even if the contract is cancelled, this authorisation will continue to be in force as long as there are amounts pending payment.
- **Collect** the unpaid amount from the balance of any other card issued under this contract or any other contract that you may have signed with MoneyToPay.

**9.2.** You undertake to address to MoneyToPay any claim or dispute that may arise relating to charges for debt settlement, and to hold CaixaBank harmless from any dispute. If you are not acting as a consumer, and therefore as a company or microbusiness, you also waive the right to require CaixaBank to refund the direct debit payments which MoneyToPay charges to your account.

## 10. CHANGING THE CONTRACT

### How and when we may change the terms of the contract, and what you can do about it

**10.1.** MoneyToPay may propose **changes to the conditions of your contract or the price of the services, or establish new prices for the services.**

**10.2.** If these changes should be unfavourable to you, you will be notified of them by the electronic means of communication that you have enabled. We will do so with the following notice periods:

- two months before the change takes effect, if you, as the contract holder, are a consumer or microbusiness; or
- one month before the change takes effect, if you, as the contract holder, are a company.

**10.3.** If the changes are favourable to you, we may apply them immediately.

**10.4.** If you do not agree with the change of which you have been notified, **you have the right to oppose this modification, requesting the termination (cancellation) of the contract immediately, at no cost to you.** You can request this termination as soon as you receive notification of the proposed change and up to the time the change comes into effect. The termination of the contract will take place 24 hours after your request, and the proposed change will not come into effect.

**10.5.** We will understand that you have accepted our proposed change if you do not inform us that you oppose it, and therefore that you choose to cancel the contract, before the proposed date on which it will come into force.

## 11. TERMINATION OF THE CONTRACT

### Who can cancel the contract, when and how

**11.1.** This contract is open-ended. Therefore, it will remain valid until you or we decide to cancel it.

#### 11.2. Voluntary cancellation

Both you and we can request the cancellation of the contract at any time, without any particular reason, and without any need to explain the reason.

If we request the cancellation of the contract, we will notify you in writing at least two months in advance.

If you choose to cancel, you must **notify us in writing** via the CaixaBankNow digital banking service (going, in this order, to the tabs: "Personal settings", "Contracts", and "Cancel services

and withdraw from contracted products”) or by going in person to your bank branch. We will carry out your order to cancel the contract within 24 hours of receiving your written request.

Once the contract is cancelled, we will ask you to pay any amounts that you may owe. For periodic payments, you will have to pay the corresponding proportional part up to the moment the contract was cancelled. If you have overpaid because we had charged an amount in advance, we will refund you that money, which will be paid into the card account. The balance of that account will be available to you.

### 11.3. Cancellation for cause

Both you and we may cancel this contract at any time when there are grounds for cancellation; for example, if you or we are in breach of our payment obligations. In these cases, it is not necessary for either party to notify the other party two months in advance for the cancellation to be effective.

If these circumstances arise, you will have to pay any amount that you may owe immediately.

Once the contract is cancelled, you will still be responsible for the transactions executed before the cancellation date.

11.4. Cancelling this contract is free of charge, unless the contract has been in force for less than six months. In this case, we may require you to pay the applicable fees and costs.

## 12. WITHDRAWAL

### When and how you can withdraw from this contract

12.1. You have the right to **withdraw from or annul this contract** in the **first 14 calendar days** after signing it. You do not have to give any reason for withdrawing from the contract.

There are **two ways to withdraw**:

- at any CaixaBank **branch**; or
- via the **CaixaBankNow** digital banking service, if you signed your contract via this service.

12.2. If you withdraw via CaixaBankNow, you must take the following steps:

- go to the “Personal Settings” tab at the top of the start screen;
- choose the option “Cancel services and withdraw from contracted products”, on the right of the screen; and
- fill in the form that appears with the details of the card contract that you want to terminate. To do this, you will need to use your Coordinates Card or any other password that we may send to the mobile phone number you have provided.

12.3. **Once you have withdrawn, the contract will be null and void**, which will automatically **cancel all the physical or virtual cards** issued under the cancelled card contract.

When you have withdrawn from the contract, we will refund you any money that we may have received from you, except for that corresponding to the proportional part of the service we have provided. Similarly, you will have to return any money that you may have received from us. Both you and we must return these amounts as soon as possible, within a maximum period of thirty days.

## 13. COMMUNICATIONS

### How we communicate with you.

#### 13.1. Electronic communications

We will send you messages relating to this contract, preferably via the CaixaBankNow digital banking service. We may also send you messages by email or telephone to inform you of subjects

relating to your card, such as alerts, operational incidents, security incidents, proposed changes to conditions, our newsletter with security advice or other information relating to your contract, or alerts that you have an important message waiting to be read on CaixaBankNow.

You authorise MoneyToPay and CaixaBank to share information as necessary in order to send you electronic communications in the terms indicated in this section.

### **13.2. Postal communications**

If you do not have CaixaBankNow, we will send you messages at the address you indicated in the “Specific Conditions” of this contract. If you have CaixaBankNow but prefer to get your messages by post, you can request this. In this case, we will charge you for the cost of sending hard copies by post.

We may also send payment requirements or notification of the termination (cancellation) of the contract to the postal address that you designated.

**13.3.** Either of the channels (electronic or postal) indicated above will be a valid method for sending reliable communications, as will registered fax (burofax), all these methods being sufficient to prove to third parties, such as courts of law, Banco de España, or other competent authorities, that the message has been received.

**13.4.** You undertake to **inform us** as soon as possible of any **change** in your **personal data**, and in particular, your contact information: phone number, email address and postal address. You can do this through the CaixaBankNow online banking service or by going to your CaixaBank branch.

**13.5.** We provide a free customer service helpline: 900 40 40 90, available 24 hours a day, 7 days a week, so that you can inform us of any incident relating to the operation or security of the card, or report any complaints.

## **14. LAW APPLICABLE TO THIS CONTRACT**

### **Complaints and claims. Ways to safeguard your money**

**14.1.** GLOBAL PAYMENTS MONEYTOPAY, EDE, S.L., with Tax ID code (NIF) B65866105, is a Spanish electronic money institution founded in Barcelona on 7 September 2012, with the prior authorisation of the Ministry of Finance and subject to the supervision of the Banco de España. It is registered in the Banco de España Special Register of Electronic Money Institutions. Its head office is at Calle Caleruega 102, 28033 Madrid.

**14.2.** This contract is subject to Spanish law and the jurisdiction of Spanish courts, regardless of the territory in which the payment services may be provided. The address that you have indicated, as established in General Condition 14: “Communications”, will determine the jurisdiction of the courts that will resolve any dispute that might arise between you and us because of this contract.

**14.3.** You can send **complaints or claims** arising from this contract to CaixaBank Customer Services, at Calle Pintor Sorolla, 2-4, 46002 Valencia.

Customer Services will **answer within fifteen working days** if the claim is related to payment services. As an exception, we may extend this period to a maximum of one month when, for reasons outside the control of the service, it is impossible to provide a response within fifteen business days. Customer Services will inform you of the reasons for the delay and specify the period in which you will receive a definitive response.

After the above periods have elapsed, if Customer Services has not resolved your claim or you do not agree with its response, you have the right to submit it to the Banco de España Claims Service, at Calle Alcalá, 50, 28014 Madrid, or via its website ([www.bde.es](http://www.bde.es)) within one year of the response issued by Customer Services or of the date on which such a response should have been issued.

**14.4.** The funds that we receive to issue electronic money or provide payment services linked to such an issue of electronic money will be paid into a separate bank account opened at CaixaBank under the name of “Global Payments MoneyToPay EDE, SL”. While the funds remain in this

separate account, you will enjoy the right to separation from that account, according to insolvency regulations. This means that the funds deposited in that account cannot be used to respond to possible claims by creditors other than MoneyToPay.

**14.5.** While this contract is valid, you can ask for a copy of it on paper or on a durable medium.

## **15. APPLICABLE LEGAL REGIME WHEN YOU ARE NOT ACTING AS A CONSUMER**

### **What laws apply if you are acting in your professional or business capacity**

**15.1.** When you are acting in your **professional or business capacity**, we provide the services governed by this contract in accordance with the terms and conditions indicated in this document, even if these contradict the payment services regulations applicable at any time. In particular, we will not apply Banco de España Circular 5/2012 of 27 June, or Order EHA/2899/2011 of 28 October and Order ECE/1263/2019 of 26 December on transparency in the conditions and information requirements applicable to payment services.

In accordance with Article 34.1 of Royal Decree-Law 19/2018 of 23 November on payment services and other urgent financial issues (the "Payment Services Law"), nor will we apply the following sections or articles of this legal text:

- Section II. Transparency in the conditions and information requirements applicable to payment services, termination and changes to the framework contract.
- Article 35.1 (Applicable costs)
- Article 36.3 (Withdrawal of consent by the customer)
- Article 48 (Refunds for payment transactions initiated by or via a beneficiary)
- Article 52 (Irrevocability of a payment order)
- Article 60 (Responsibility of payment service providers in the event of non-execution, faulty execution or delay of a payment order)
- Article 61 (Responsibility in the case of payment initiation services for the non-execution or faulty execution of payment transactions)

**15.2.** If you are a large company, and therefore not a consumer or microbusiness, according to the definition in the Payment Services Law, we will not apply Articles 29, 30, 31, 32, and 33 of Section II of the Payment Services Law.

**15.3.** If you are not a consumer, the maximum period for informing us that you have observed an unauthorised or incorrectly executed payment transaction, as indicated in Article 43 of the Payment Services Law, is fifteen days instead of three months.

## **16. POLICIES ON SANCTIONS AND THE PREVENTION OF MONEY LAUNDERING**

### **The policies we apply to prevent fraud, money laundering and terrorist funding**

**16.1.** CaixaBank and MoneyToPay have **very strict policies on sanctions, the prevention of money laundering and terrorist funding, and other types of crime**. In this way we hope to make a positive contribution to maintaining the integrity and security of the financial system.

Therefore, from the moment you begin a business relationship with us, you undertake to collaborate actively in the application of these policies and accept that a lack of cooperation on your part may lead us to limit, suspend or cancel the products and services that you have contracted.

**16.2.** To comply with the policy on sanctions, you expressly declare that:

- Neither you nor any administrator, director, employee, agent or any other person acting in your name is a natural or legal person (hereafter, "Person(s)") that:

- is owned by or controlled by Persons, or is a Person, that appears as a sanctioned person (hereafter, “sanctioned person”) in laws, regulations, directives, resolutions or programmes
  - of restrictive measures concerning international financial sanctions (hereafter, “sanctions”), imposed by the United Nations, the European Union or any of its member countries, the Kingdom of Spain and/or the US Department of the Treasury’s Office of Foreign Assets Control (OFAC);
  - is owned by or controlled by a sanctioned person;
  - acts directly or indirectly for or represents a sanctioned person;
  - is constituted, located, resident or has its head office in a country or territory with a Government subject to sanctions (including but not restricted to North Korea, Iran, Syria or others); and
  - that you do not maintain business relationships or perform transactions with clients from high-risk countries, territories or jurisdictions, or which involve transfers of funds to or from countries, territories or jurisdictions subject to sanctions.
- You do not directly or indirectly send funds originating under this contract or make such funds available to or receive funds from any subsidiary or person:
    - to finance any activity or business for or with a sanctioned person, in any territory or country subject to sanctions at the time of using the funds or the contracted product, or
    - to breach the sanctions.
    - You acknowledge and accept our right to reject transactions and even to immediately end business relationships, whenever the circumstances which you have declared in this section change or appear to have changed and we cannot guarantee the application of the sanctions policy,
    - compliance with the applicable regulations, or even compliance with the requirements recommended by the different
    - national or international bodies which we have decided to join for these purposes.
    - To comply with the policies to prevent money laundering and terrorist funding, and to combat fraud and other crimes, as long as our business relationship is extant, you will undertake to:
      - collaborate actively with us to apply and comply with the necessary measures arising from the regulations for the prevention of money laundering and terrorist financing, and
      - deliver to us all the information and/or documentation that we consider necessary relating to your personal circumstances or those of the persons participating in this relationship and the transactions performed using the products and services agreed in this contract, for the purpose stated in the previous section.

## **17. PERSONAL DATA PROCESSING**

### **How and for what purpose we process your personal data**

#### **Data processing by MoneyToPay as the card issuer**

##### **17.1. Data controller for the data in this contract as the card issuer:**

GLOBAL PAYMENTS MONEYPAY, EDE, S. L., with Tax ID (NIF) B65866105 and business address at Calle Caleruega, 102, 28033 Madrid.

##### **17.2. Contact details of the Data Protection Officer**

[https:// www.caixabank.com/delegadoprotecciondedatos](https://www.caixabank.com/delegadoprotecciondedatos)

##### **17.3. Purpose of and legal basis for the data processing**

To contract the pre-paid card and manage the card contracted, respond to legal obligations and prevent fraud, we need to process the personal data of the persons forming part of this contract, the natural persons signing as their representatives, and where applicable, the beneficiary holders of the cards issued under this Contract. Therefore, these data are processed for **contractual and legal purposes and for the prevention of fraud:**

- **Contractual purposes:** the data that we have requested are needed to manage and perform the contract for the pre-paid card and will be processed for this purpose.
- **Legal purposes:** the data that we have requested are needed so that at MoneyToPay we can comply with our legal obligations, and they will be processed for this purpose.
- **Fraud prevention:** the data that we have requested are needed to prevent fraud and guarantee the security of the personal data of the parties to the contract and of our networks and systems, and they will be processed for this purpose.

The legal basis for the processing is the performance of the contract, compliance with MoneyToPay's legal obligations and a legitimate interest in the security of these data and our systems.

We may also process the contractor's data for **commercial purposes:**

- **Based on legitimate interest:** we will process the data for statistical studies, understanding the customer, and updating and sending information on products and services similar to those already contracted, according to the information generated by the products and services themselves.
- You may oppose the processing of your data for this purpose, as indicated in Condition 17.16: "Exercising rights and claims before the data protection authority".

#### **17.4. Personal data communication**

We may **communicate your personal data** and those of the **beneficiary cardholders** to the recipients of certain payment transactions initiated with the card or to their partners in order to facilitate the issue, delivery and preservation of invoices relating to products and services paid for with the card: for example, parking in car parks or motorway tolls.

The data that we will communicate are the full name or business name, home address, Tax ID (NIF), and any other information necessary pursuant to the legislation in force at any time in order to comply appropriately with tax obligations relating to issuing invoices.

We may **communicate your personal data and those of the beneficiary cardholders to authorities and official bodies** in order to comply with a legal obligation, and to service providers and third parties for managing and executing a request for or contracting a product.

**17.5.** Before you provide us with the personal data of beneficiary cardholders, you must **inform each beneficiary cardholder that you will share their identification data** – i.e., their full name, among other data, for the purposes specified in this contract. You declare that this communication of the personal data of the beneficiary cardholders to MoneyToPay complies with the data protection regulations and, in particular, that this has been done based on an appropriate authorisation and that the beneficiaries have been properly informed of the aspects required by the applicable data protection regulations. We do not communicate these data to third parties when processing them for contractual purposes, unless it is necessary to communicate them due to the characteristics of the service we provide. Before you provide us with the personal data of beneficiary cardholders, you must inform them of the data processing described in this General Condition 17: "Personal data processing".

**17.6.** You are responsible for the truthfulness and accuracy of the personal data that you provide. We will keep these data confidential and apply the security measures required by law.

#### **17.7. Data retention period**

We will **process the data** that you have provided as long as **the contract is valid**.

If you have authorised us to process the **data for commercial purposes, we will process them until you inform us that you have withdrawn your authorisation**, or up to twelve months after the contractual or business relationship we have established has ended.

In accordance with the data protection regulations, **we will retain the data for as long as is required for the actions arising from our contractual relationship** for the sole purpose of meeting our legal obligations and, if necessary, filing, exercising or defending claims.

**17.8. If a payment should be delayed** for any of your obligations under this contract, we may transfer the direct debit information of the card account or the associated account **to records of compliance or non-compliance with financial obligations**.

Credit institutions and other payment service providers, payment systems and technological service providers to whom data are transmitted in order to carry out transactions may be obliged by agreements or the laws of the country in which they are located to **provide information on transactions carried out to the authorities or official bodies of other countries** located inside and outside the European Union. This measure is taken in the context of combating terrorist funding and serious organised crime, and preventing money laundering.

#### **17.9. Exercising rights and claims before the data protection authority**

The data owners may exercise their rights over their personal data (access, portability, withdrawal of consent, rectification, opposition, limitation and erasure), in accordance with the applicable regulations. They can do so by writing to Apartado de Correos 209-46080 Valencia; or online by going to the section **Exercising your rights** on the MoneyToPay website, which redirects to [www.caixabank.com/ejerciciodederechos](http://www.caixabank.com/ejerciciodederechos).

They may also **address complaints** resulting from the processing of their personal data to the **Spanish Data Protection Agency**: <https://www.agpd.es>