



TERMS AND CONDITIONS

NBX CREDIT CONSUMER CARD

Effective date 04 July 2023

This agreement ("**Terms**") sets out Your and Our terms and conditions relating to the use of the Card issued by Enfuce License Services Ltd and constitutes a binding agreement between You and Us.

"**You**" and "**Your**" means the "**Cardholder**" of the Card.

"**We**", "**Our**" or "**Us**" means Enfuce License Services Ltd, a company incorporated in Finland with registered address Metsänneidonkuja 12, 02130 Espoo, Finland and company registration number 2992502-3. We are authorised by the Finnish Financial Supervisory Authority as an electronic money and payment institution.

"**Program Manager**" or "**NBX**" means Norwegian Block Exchange AS, incorporated and registered in Norway with company registration number 920 245 676 and registered office at Snarøyveien 36, 1364 Snarøya, Norway, the administrative and technical manager of the Card and in particular in charge of Customer Services.

You will be asked to confirm Your acceptance of these Terms when You apply for Cards via the Website. If You refuse to accept these Terms then We will not be able to complete Your order for Cards. When We accept Your application for the Card, a legally binding agreement will be created between You and Us, on the terms and conditions set out in these Terms. The Terms in force will be displayed on the Website.

Our role is limited to issuing and managing the Card. The available balance on the Card is a credit provided to You by Nordiska.

Please read to these Terms carefully and retain a copy for future reference. These Terms include:

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1 Definitions and Interpretation

1.1 Defined terms shall have the meanings defined below, unless defined elsewhere in these Terms:

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

"ATMs" means automatic teller machines where a Cardholder may withdraw cash.

"Business Day" means Monday to Friday, 9am to 5pm EET/EEST, excluding bank, national and public holidays in Finland.

"Card" means each physical, virtual or tokenized credit card, as set out in the attached hereto Schedule, issued to You by Us pursuant to licence by the Regulatory Authorities, loaded in the Denominated Currency. References to the Card include all Card details, Security Details and PINs.

"Card Scheme" means Visa.

"Cardholder" means You, an individual, who has entered into these Terms with Us by virtue of your use of the Card, which Card funds are also subject to the Credit Agreement.

"Credit Agreement" means the agreement entered into between You and the Credit Provider.

"Customer Service" mean the contact center for dealing with queries about your Card. You can contact Customer Service by any contact channel listed on the Website.

"Denominated Currency" means Norwegian Kroner (NOK).

"Credit Provider" or "Nordiska" means Nordiska Financial Partner Norway AS (orgnr 990 892 040) ett kreditforetak, a company incorporated in Norway with registered address at Dronning Eufemias gate 16, 0191 Oslo. The Credit Provider has a license from the Norwegian Ministry of Finance and is under the supervision of the Norwegian Financial Supervisory Authority. Please refer to the Credit Agreement for the terms regarding your credit

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

"PIN" or "PIN Code" means the personal identification number used to authenticate the Cardholder's use of the Card provided to or set by the Cardholder.

"POS" means point of sale terminals.

"Website" means the website, subsites or applications where Cardholders may perform certain operations in relation to their Card such as activation, viewing Transactions, viewing the balance, viewing PIN Code, blocking and unblocking and raising queries with Customer Services in relation to use of the Card or the available credit. Use of the www.nbx.com is regulated by an agreement entered into between the Cardholder and Program Manager.



“Regulatory Authority” means as the context requires, any Card Scheme and/or any regulator or agency having jurisdiction over Us or Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards or services provided under this agreement, including without limitation the Finnish Financial Supervisory Authority.

“Security Details” means certain information given by You when applying for the Card and as notified to Us by You from time to time.

“Transaction” means Your use of the Card to (i) make a payment, or a purchase of goods or services from a merchant over the internet, by phone or mail order or (ii) withdraw cash from an Automatic Teller Machines (“ATMs”) or bank, where permitted.

2 Eligibility and other checks

- 2.1 Your application for the Card may be subject to certain eligibility and other checks carried out by the Program Manager on Our behalf; for example, to verify Your identity. You agree to provide all information and documentation requested by the Program Manager, as necessary to carry out any such eligibility or other checks.
- 2.2 All information provided by You must be accurate and truthful to the best of Your knowledge and You must promptly notify the Program Manager if any of the information provided by You as part of Your Card application changes. This includes any changes to your Personal Data, sanctions that may affect You, or if Your use of the Card could become illegal for any other reason.
- 2.3 We (and the Program Manager on Our behalf) reserve the right to carry out additional checks after Your application for a Card has been approved, for example before We process any Transaction.
- 2.4 If You fail to provide the information or documentation requested by Us or the Program Manager, We may be unable to process Your Card application and/or any Transaction, or may even suspend and ultimately terminate Your Card.
- 2.5 All applications are at Our discretion and We may refuse to accept Your application or continue to provide You with a Card for any reason permissible under Applicable Law.

3 Purpose of the Card

- 3.1 The Card is a credit card featuring immediate debit of credit line and systematic authorisation. The Card allows Cardholder to access available funds that have been previously loaded on the Card by You via the Website. We do not and are not responsible for extending credit for funds available through the Card. We do not and are not responsible for loading funds onto the Card. Information regarding credit extension and loading such funds onto the Card can be found in the Credit Agreement. The Card is a credit card and all use is limited to the amount of the credit line on the Card and any other limits referred to in these Terms. Any credit facilities provided by Nordiska in relation to the Card are solely between you and Nordiska and is regulated by the Credit Agreement, an agreement entered into with Nordiska directly.
- 3.2 The Card is issued by Us at the Cardholder’s request and upon acceptance of said request to Us via the Website. Physical Cards will be sent directly to You as per the address specified on the Card order request completed on the Website.
- 3.3 The Card can be used worldwide wherever You see the Card Scheme symbol displayed online, and also at ATMs and merchants, provided there is sufficient credit available on the Card for the Transaction, including any applicable fees.



- 3.4 The Card remains at all times Our property and must be returned to Us or destroyed upon Our request. Use of the Card is personal to You. You cannot assign Your rights under these Terms, and the Cardholder is strictly prohibited from transferring or giving the Card to any third party or from allowing any third party to use the Card. The authorisation for You to use the Card may be revoked at any time, in accordance with clause 12 below.
- 3.5 The Cardholder shall be liable for all use of the Cards and for all acts and omissions carried out or purported to be carried out pursuant to the activities anticipated by these Terms.
- 3.6 There is no interest payable to You on the balance of the Card and the balance does not amount to a deposit with Us.

4 Use of Card

4.1 Activation and General Use of the Card

- 4.1.1 The Card cannot be used unless it has been activated within the notified time by You. An activation procedure will be provided on the Website or with each physical Card. You must know and follow the steps required to activate the Card and the instructions must be followed.
- 4.1.2 The Card is only for use by You and expires on the date on the front of the Card. The Card cannot be used after it has expired.
- 4.1.3 The amount relating to each Transaction and any associated fees will be deducted from the balance on the Card.
- 4.1.4 You agree to accept a credit to the Card if You are entitled to a refund for any reason for goods or services purchased using the Card.
- 4.1.5 We are not responsible for ensuring that ATM's and POS will accept the physical or tokenized Card.
- 4.1.6 Strictly for physical Cards, certain POS, and certain static terminal machines are not connected in real time to the Card Scheme approval network and may not be able to accept credit Cards. We accept no responsibility, and shall not be liable for, any inability of You to use your Cards in such POS or machines.
- 4.1.7 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use.

4.2 Available funds

- 4.2.1 The Card can only be used if it has sufficient funds on the Card to complete a Transaction (including fees). The Cardholder should check that sufficient funds or credit are available on the Card prior to attempting to make any Transaction to avoid disappointment or embarrassment if the Card is declined.
- 4.2.2 If there are insufficient credit on the Card to pay for a Transaction the Card may be declined or the retailer may allow payment of the balance by some other means.
- 4.2.3 If (in exceptional circumstances or in error) We process any Transaction despite insufficient funds on the Card, We will ask You to repay all amounts exceeding the available balance or



deduct such amounts from any subsequent top-ups or other payments increasing the available balance on the Card.

- 4.2.4 When using the Card at certain merchants, the merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the balance available on the Card.
- 4.2.5 Payments made on some machines generate a pre-authorisation to reserve an amount that may be greater than the payment requested. In this case, the request for pre-authorisation of the greater amount may result in denial of the Transaction and the associated payment. For services offered by these machines, You should ensure the Card has adequate credit to meet the amount required by the pre-authorisation.
- 4.2.6 We do not recommend using the Card as a guarantee of payment, for example as a deposit, as merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend.
- 4.2.7 You may redeem or spend the balance of any unspent credit on the Card at any time prior to its expiry date. Following the Card's expiry, unspent funds may only be redeemed by the Cardholder.
- 4.2.8 The Cardholder may obtain certain information concerning the Card and recent Transactions via the Website or by contacting Customer Services by the methods specified in the Schedule.
- 4.2.9 We and Program Manager reserve the right to request know-your-customer documents and verification of your source of funds at any point.

4.3 **Temporary blocking of the Card**

- 4.3.1 You may request to have the Card temporarily blocked by contacting Customer Services or using the Website.
 - 4.3.2 You may request that the Card be unblocked at any time by contacting Customer Services or using the Website.
 - 4.3.3 Applying for a Card to be temporarily blocked shall not satisfy the obligation of You to inform Us of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data.
 - 4.3.4 If We block or suspend a Card, We shall notify You by e-mail, if possible prior to blocking or suspending the Card, and at the latest, immediately after, unless We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any applicable law. You can at any time request that the block be removed from Your Card by contacting Customer Services at the contact details specified in the Schedule, but the discretion to unblock the Card or resume provision of Our services will be at Our discretion.
- 4.4 Any Card renewal, if applicable, shall be subject to these Terms.
 - 4.5 Goods or services paid for with the Card cannot be refunded by a merchant unless there was a prior Transaction debited from the Card by that merchant of an equal or higher amount than the refund requested. If You and merchant agree a refund, the merchant may process the



refund via a POS. Amounts credited to the Card as refunds shall be available no more than three (3) days after the time the refund order was received. If an amount is credited to the Card that does not correspond to a refund, We reserve the right to apply loading fees as set out in the Schedule and/or, at Our discretion, terminate these Terms.

5 Card Limits and Fees

- 5.1 The Card Fees and Limits provisions are outlined in the Schedule and will apply to the Card.
- 5.2 Withdrawal and/or Transaction limits may apply to the Card as detailed in the Schedule.
- 5.3 When the fees are linked to a Transaction that results from a related service without use of the Card, it will be carried out provided that sufficient funds are available on the Card to cover the cost of the Transaction and the fees, and related fees shall be separately debited from the Card's balance.
- 5.4 Each time You uses the Card, the value of the Transaction plus any applicable fees shall be debited from the Card. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available on the Card the Transaction will be declined, and applicable fees shall be charged to the Card in accordance with the provisions of the Schedule. These fees cannot exceed the amount of the payment order.
- 5.5 If, for whatever reason, We are unable to charge and fees and other sums due to Us under these Terms to Your Card, We will notify You of any such sums and You agree to make the payment as soon as possible following receipt of Our notification.

6 Card Security

- 6.1 You should treat the Card like cash. If it is lost or stolen, you may lose some or all of your money on your Card, in the same way as if you lost cash.
- 6.2 You must keep the Card, Security Details and PIN (as applicable) safe by taking appropriate measures, including, but not limited to, the following:
 - i. never allowing anyone else to use the Card or sharing the PIN or Security Details with anyone;
 - ii. not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
 - iii. not interfering with any magnetic stripe or integrated circuit on the Card;
 - iv. complying with any reasonable instructions We give about keeping the Card and the PIN safe and secure;
 - v. using only secure internet sites for making Transactions online;
 - vi. choosing strong passwords that mix alpha and numeric characters when managing the Card account on-line;
 - vii. checking ATMs for signs of tampering, e.g. false fronts, before use;
 - viii. shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
 - ix. reporting thefts of any Security Details relating to the Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.
- 6.3 If anyone asks You to reveal the PIN, the request should be refused and reported to Customer Services.



- 6.4 The PIN may be disabled if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the PIN is disabled, please visit the Website or contact Customer Services to reactivate the PIN. There may be a twenty-four (24) hour delay in reactivating the PIN.
- 6.5 You undertake, represent and warrant to Us that the Transactions that You will undertake using the Card do not contravene any applicable law and that You shall at all times comply with all applicable laws in relation to the performance of Your obligations under these Terms.
- 6.6 You shall not under any circumstances send the active and/or loaded Card to Us or any third party, by post or any other unsecure delivery method.
- 6.7 Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by us so We cannot guarantee that they will be secure and function at all times and We accept no liability for unavailability or interruption.

7 Authorising Transactions

- 7.1 You will need to give your consent to each Transaction so that we can check it is genuine by, where applicable, using the PIN or other security code personal to you or providing the Card details and/or providing any other details personal to you and/or the Card. Once you have given such consent to the Transaction, it will be deemed to be authorised. Transactions up to a certain limit (prescribed by Applicable Law) may also be authorised by tapping Your Card (or mobile device, if an electronic wallet is enabled for the Card) against a contactless POS terminal.
- 7.2 If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- 7.3 Once a Transaction has been authorised by you, it cannot be revoked and the time of receipt of a Transaction order is when we receive it.
- 7.4 Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services should you experience any problems using your Card and these will be resolved as soon as possible.

8 Loss, theft and misuse of cards and Card suspension

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



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

9 Unauthorised and disputed Transactions

- 9.1 You must notify Us as soon as You become aware of a Transaction that has not been authorised by You in accordance with clause 7.1 above, or if You believe that We have incorrectly executed a Transaction. You must notify Us not later than 13 months from the date when such Transaction affected Your Available Balance on the Card.
- 9.2 We will investigate the circumstances leading to the unauthorised Transaction. We may ask You to provide Us with supporting information and documentation to help Us with Our investigation and You agree to cooperate with Us. You also agree to cooperate with any authorities involved in Our investigation.
- 9.3 Subject to the remaining provisions of this clause 9, We will refund the amount of the Transaction (and any applicable fees) by the next Business Day after receiving Your notification of an unauthorised Transaction, unless We have reasonable grounds for suspecting fraud and have communicated this to the relevant authorities.
- 9.4 **You will not be entitled to a refund if:**
 - a) You did not notify Us within thirteen (13) months from the date when such Transaction affected Your Available Balance on the Card;
 - b) You authorized the subject Transaction; or
 - c) the unauthorised Transaction is a result of: (a) fraud committed by You; or (b) Your intentional or grossly negligent failure to comply with the security requirements in relation to Your Card (as specified in clause 6 above).

If You are not entitled to a refund as a result of the above and if We have already processed it, We will be entitled to deduct the refund amount from Your Available Balance.

- 9.5 If the unauthorised Transaction is a result of a lost, stolen or misappropriated (i.e. used by someone else) Card, You may be required to bear some or all of the costs of the unauthorised Transaction, up to a maximum of EUR 50. In this case, any refund issued by Us would relate to the value of the unauthorised Transaction in excess of EUR 50. However, this provision will not apply, and You will be entitled to a full refund, if it was not possible for You to notice that Your Card was lost, stolen or misappropriated, or if the Transaction was caused by acts or lack of action on Our side (for example if We failed to block the Card after You notified Us of its loss, theft or misappropriation).
- 9.6 Any refund received by You is Your only remedy and We will not be liable to You for any other losses You suffer as a result of an unauthorised Transaction.
- 9.7 If We have processed a Transaction properly authorised by You but You decide to challenge the Transaction and request a refund, You should contact the merchant who took the payment. If they refuse to issue a refund, We may be able to raise the dispute with the Card Scheme and if Your dispute is successful, the Card Scheme may issue a chargeback to Your Card. All chargeback requests will be handled by Us in accordance with the rules of the applicable Card Scheme and We cannot guarantee that chargebacks will be issued. Unless We receive the



chargeback sum from the Card Scheme, We will not be required to credit any chargebacks to Your Card.

- 9.8 If You have authorised a merchant whose payment services provider is based in the UK or EEA to take a payment in GBP or EURO from Your Card, You can request a refund if: (a) the merchant or their payment service provider did not provide You with the amount of the Transaction (for example because the transaction related to a hire car or hotel) when You were asked to authorise the payment; (b) the amount charged to Your Card was more than You could reasonably have expected to pay in these circumstances (for example if it is disproportionate to Your previous spending or the facts surrounding the payment); and (c) You make a refund request within 8 weeks of the date when the payment was charged to Your Card. Within 10 business days of the date when You make Your request (or from the date when We ask for clarification or information regarding Your refund request) We will either refund the payment in full or tell You the reasons why We believe You are not entitled to a refund. However, You will not be entitled to a refund under this clause 9.8 if You have provided Your authorisation for the Transaction directly to Us or if information about the Transaction was made available to You by the merchant in the agreed manner for at least 4 weeks before the payment due date.
- 9.9 If We refund or credit any chargeback to Your Card in error, We will be entitled to claim the relevant amount back from Your Card by deducting it from Your Available Balance. We will notify You if We issue any refunds or chargebacks in error.

10 Liability

- 10.1 We will not be liable to You in respect of any losses You may suffer in connection with or arising from the Card, except where such losses are due to a breach by us of these Terms or due to Our negligence. In addition, We will not be liable for: (a) any matters arising from or in connection with Your relationship with the Program Manager (including in respect of the Program Manager Agreement) and/or any third party engaged by the Program Manager in connection with the Card Program, such as the Credit Provider (including in respect of the Credit Agreement); (b) disputes concerning the quality of goods or services purchased from any merchant that accepted a Card or for any additional fees charged by the operator of POS or ATM terminals (e.g. when You are offered dynamic currency conversion at a point of sale); and (c) any losses or damages related to any business or commercial activity You carry on, including any business losses, loss of profit and loss of business opportunity. In particular, We will not be liable for any loss due to: (i) any failure due to events outside Our reasonable control; (ii) any system failure or industrial dispute outside Our control; (iii) any ATM or retailer refusing to or being unable to accept the Card; (iv) the way in which any refusal to accept the Card is communicated to You; (v) any infringement by You of any currency laws; (vi) Our taking any action required by any government, federal or state law or regulation or court order; or (vii) anything specifically excluded or limited elsewhere in these Terms.
- 10.2 Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use the Card, or the use of the Card by any third party (including any fraudulent or unauthorised Transactions and subsequent unsuccessful charge-backs).
- 10.3 You agree to indemnify Us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have acted fraudulently, been negligent or have misused the Card or any of the services which We provide to You.



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

11 Termination Rights

11.1 This agreement shall continue in force until termination of Your Program Manager Agreement with the Program Manager, or unless otherwise terminated in accordance with the provisions of these Terms.

11.2 If you have applied for the Card online, You can cancel your Card and terminate this agreement, without charge, within 14 days from the date your application for the Card has been approved by us.

11.3 These Terms may be terminated at any time by the You by sending at least thirty (30) days' written notice to Customer Services or by Us sending at least two (2) months' written notice to You.

11.4 During the termination notice period, all available funds on the Cards must be either spent by or redeemed by You in accordance with Section 11.6.

11.5 Once the Card have expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip. If an expired Card is not renewed, this agreement will terminate automatically on the Card expiry date. Any card renewal shall be subject to these Terms.

11.6 In accordance with Section 4.2.7, any remaining funds left on the Card after its expiry, less fees in accordance with the Schedule, will be unloaded by Us following termination, in accordance with the procedure set out in the agreement with Program Manager.

11.7 We may also charge a redemption fee, in accordance with the Schedule, if you request redemption of any funds held on a Card.

12 Our additional termination, blocking and suspension rights

12.1 We reserve the right, at any time and without prior notice, at Our discretion to terminate these Terms, to block or suspend use of the Card, restrict its functionality and/or to demand the return of the Card if any of the following circumstances arise:

- i. The Card was not activated within the notified activation period;
- ii. We reasonably suspect the security of the Card has been compromised in any way;
- iii. We are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law;
- iv. in the event You or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You to have done so;
- v. We believe that your continued use of the Card may damage Our reputation;
- vi. We believe that the use of the Card may result in harm to Us or Our systems or if We have good reason to believe this is necessary for security reasons (for example any security issues affecting the Website or Card processing facilities);
- vii. You fail to provide the Personal Data necessary for Us to comply with Our legal obligations



as an e-money issuer and to fulfil these Terms;

- viii. You haven't given Us information We need or We believe that any of the information that You have provided to Us is incorrect or false;
 - ix. You do not access the Card for twelve (12) months;
 - x. We cannot process Transactions due to the actions of third parties;
 - xi. You have breached these Terms;
 - xii. in case of non-payment of any annual or other applicable fees, as set out in the Schedule; or
 - xiii. You have breached the Credit Agreement.
- 12.2 As per Section 4.3, We shall remove the block on the Card as soon as practicable after We are satisfied, acting reasonably, that the reasons for blocking or suspending it no longer exist. If the circumstances for blocking or suspending the Card continue for one (1) month, We may terminate these Terms instead.
- 12.3 Any termination or expiry of these Terms, however caused, shall be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of these Terms which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.
- 12.4 In the event that we do suspend or terminate your Card then, where lawfully permitted, we or Program Manager shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

13 Penalties

- 13.1 In addition to such actions constituting a break of the provisions of these Terms, any illegal or fraudulent use of the Card by You, may be reported to the Police or any other relevant regulatory authority.
- 13.2 You shall be liable to Us for all losses, fees and other expenditure incurred by Us in relation to the recovery, cancellation or reversing of Transactions resulting from the misuse of the Card by You or where You break any important provision or repeatedly break any provision of these Terms and fail to remedy it.

14 Confidentiality and Data Protection

- 14.1 We are the Data Controller of Your Personal Data associated with the application for and use of the Card and will collect certain information about the purchaser and You in order to operate the Card program. Your provision of Your Personal Data and our processing of that data is necessary for each of Us to carry out our obligations under these Terms. At times, the processing may be necessary so that We can take certain steps, at Your request, prior to entering into the Terms. If You fail to provide the Personal Data which We request, We will take steps to terminate these Terms in accordance with Section 12.1vii above.
- 14.2 We will manage and protect Your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why We collect personal information about You, how We use it and the conditions under which We may disclose it, please refer to our Privacy Notice which is provided to You at the time We collect Your Personal Data and which is available on the Website.



- 14.3 You must notify Program Manager of any change in your Personal Details as soon as possible by contacting Customer Services or updating the details in the Website. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant know-your-customer information/documents from you as applicable.
- 14.4 We, or Program Manager, reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Card, you authorise us and Program Manager to undertake electronic identity verification checks on you either directly or using relevant third parties.

15 Amendments to Terms

- 15.1 If We need to make any changes to these Terms, We will ask the Program Manager to notify You of the new Terms, or will contact You directly, at least two (2) months before We implement the changes. In exceptional circumstances, where it is impossible for Us to give You at least two (2) months' notice in advance (for example if there are urgent legislative changes), the notice period may be shorter, but We will do Our best to give You as much notice as possible (**Change Notice**).
- 15.2 If We need to introduce changes that are less favourable to You than the Terms to which You agreed when You applied for the Card, and You do not agree to such new Terms, You can notify Us (usually via the Program Manager Website or the Customer Service) that You reject the proposed new Terms. You must notify Us before the expiry of the Change Notice, i.e. before the date when We propose to implement the new Terms. If We do not hear from You before such date, We will assume that You have accepted the changes, and You will be deemed to have accepted the new Terms.
- 15.3 If You reject the new Terms, this will mean that You terminate this agreement and cancel the Card. You will not be charged anything for terminating this agreement in these circumstances.

16 Guarantee

- 16.1 We will at any time replace a Card reported as being defective. The defective product must be returned to Us in that condition by registered post. Postage costs will be reimbursed by adding them to Your available credit if the product is proven to be defective after being inspected by Our technicians.
- 16.2 If Our inspection of a returned Card reported by You as being defective shows this to be incorrect then the Card shall be returned to You and We may apply administrative fees to the Card, which will be deducted from the available credit in accordance with the Schedule.
- 16.3 The above guarantee is not applicable if: (i) the Card is used in a manner which breaks any important term or repeatedly breaks any term of these Terms; or (ii) you have not taken due care in relation to the storage and/or maintenance of the Card (including by avoiding extended exposure to direct sunlight, exposure to water or high humidity and repeated contact with metal objects such as keys).

17 Miscellaneous

- 17.1 You acknowledge and agree that We may exercise Our rights under these Terms via the Program Manager and to this limited extent, references to "Us", "We" or "Ours" shall be interpreted as references to the Program Manager.



- 17.2 Nothing in these Terms will confer on any third party any benefit under, or the right to enforce these Terms.
- 17.3 This agreement is personal to You and You are not allowed to transfer Your rights or obligations under these Terms to anyone. We may assign any of Our rights and obligations under these Terms to any other person or business, subject to such party continuing the obligations to You herein.
- 17.4 We may contact You by letter or email using the contact details You provide on the Website.
- 17.5 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.
- 17.6 These Terms set out the entire agreement between us.

18 Complaints

- 18.1 The Card program is managed by Program Manager. Should you wish to contact us or complain about any aspect of our service please contact Customer Services.
- 18.2 If having received a response from our Customer Services Team you are unhappy with the outcome you can escalate your complaint to Us at complaints@enfuce.com.
- 18.3 We will make every effort to reach a resolution to your complaint, if We are unable to resolve your issue to your satisfaction we will explain the reasoning behind our decision.
- 18.4 In the unlikely event that We are unable to resolve Your issue, You have the right to refer your complaint to Finanssivalvonta, Snellmaninkatu 6, PL 103, 00101 Helsinki, Finland (phone: +358 (0)9 18351, website: www.finanssivalvonta.fi) and to Kilpailu- ja kuluttajavirasto, address PL 5, 00531 Helsinki, Finland (phone: +358 (0)29 505 3000, website: www.kkv.fi).

19 Law, Jurisdiction and Language

- 19.1 These Terms and any disputes, which arise under it, shall be exclusively governed and construed in accordance with the laws of Finland and subject to the exclusive jurisdiction of the Helsinki District courts.
- 19.2 The English language version of these Terms and of any communications and the Website content will prevail over any other language version which we may issue from time to time.
- 19.3 Any communication from us or from Program Manager to you will be given via the Website and/or by notification on the Website and/or by email or mobile device (using the latest contact details with which you have provided us).

20 The Card Issuer and the Service Provider of the Card

- 20.1 Your Card is a payment instrument issued by Enfuce License Services Ltd pursuant to its licence from the Regulatory Authorities.
- 20.2 Program Manager administers and services the Card on Our behalf and is available to give You support if You have any queries.
- 20.3 The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Finland. The funds available on the product represent a credit that are governed under the Credit Agreement.



SCHEDULE

Effective date 04 July 2023

This schedule ("**Schedule**"), forms a part of the Enfuce License Services Ltd CREDIT CONSUMER Card terms and conditions ("**Terms**") govern the use of Your Card.

You will be asked to confirm Your acceptance of these Terms when You apply for Cards via the Website. If You refuse to accept these Terms, We will not be able to complete Your order for Cards.

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

A. Customer Services

The Customer Service Department can be contacted via the methods below:

- Business days between 08:00am and 17:00pm CET
- By e-mail: card@nbx.com.com
- On the Website: www.nbx.com
- On the NBX App

Please note that We reserve the right, after having informed You at the time of the call, to monitor/record the conversations between You and Customer Services for quality assurance purposes.

TRANSACTION FEES

All payments made using Your Card shall be in the Denominated Currency. If a Card is used to pay for goods and services in a different currency to the Denominated Currency, the amount payable shall be converted at the Card Scheme conversion rate. In order to allow You to compare charges for currency conversion, You can view the real-time percentage difference between the amount that will be charged on Your Card for a foreign currency Transaction (consisting of the mark-up applied by the Card Scheme as well as the surcharge referred to below) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information in the FAQs on the Website. You accept and agree that Articles 3a (5) and (6) of Regulation (EC) 924/2009 (as amended by Regulation (EU) 2019/518) do not apply and that no electronic message will be sent to You upon making a cross-border currency transaction.

Note that exchange rates can fluctuate and that they may change between the time when the Transaction is made and the time when it is settled and billed to You. You agree that any change to the exchange rate may be applied immediately and without notice to you.

FX FEES

Foreign Exchange transactions	Additional fee on FX transactions	1.75%
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⁽¹⁾ Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.

CARD FEES

Issuing Fees (in NOK)	Fees
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Card Fee (for first card issued)	Free
Transaction Fees and usage	
ATM withdrawal (exclusive of ATM operator fees)	39 NOK per withdrawal
Miscellaneous Fees	
Card Replacement Fee (where card is lost, stolen, misappropriated, subjected to unauthorised use or for any other reason)	250 NOK
Recurring Fees	
Monthly fee for first virtual and physical card*	Not applicable
Monthly fee for each additional virtual card*	A maximum of 10 NOK **

* The Monthly account fee will be charged even if Your account is inactive or Your Card has expired, as long as there is a balance on Your Card.

** The Monthly account fee applicable to You will be provided when you sign up on the Website.

WEB SERVICES FEES

Activation	free
Obtain the details of all Your transactions	free
Retrieve and print statements	free
Block or unblock Your Card	free

CHARGEBACK FEES

Refund handling fee	Fee applicable only if chargeback / refund request is not valid	500 NOK
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CARD LIMITS

Limit Type	Amount
Maximum Number of Point-Of-Sale transactions per 1 day	20
Maximum Value of Point-Of-Sale transactions per 1 day	20,000 NOK
Maximum Number of Point-Of-Sale transactions per 1 month:	150
Maximum Value of Point-Of-Sale transactions per 1 month:	20,000 NOK

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Maximum Number of ATM withdrawals per 1 day	3
Maximum Value of ATM withdrawals per 1 day	3,000 NOK
Maximum Number of ATM withdrawals per 1 week	12
Maximum Value of ATM withdrawals per 1 week	10,000 NOK
Maximum Number of ATM withdrawals per 1 month	48
Maximum Value of ATM withdrawals per 1 week	10,000 NOK