

ORKA CARD APS CARD TERMS AND CONDITIONS

This agreement ("**Terms**") set out the 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, as defined below.

"**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 and authorised by the Finnish Financial Supervisory Authority as an electronic money institution.

These Terms apply to the following Card program ("**Card Program**"):

Card Program Description

Type of Card:	Consumer Physical and virtual
Type of funding:	Reloadable Debit Card: funds must be pre-loaded by You via the Program Manager Website. The Card is not a credit card and all use is limited to the amount pre-loaded on the Card and any other limits referred to in these Terms. The Card will not allow You to go into overdraft. The methods of pre-loading and/or top ups are specified by the Program Manager on the Program Manager Website. The Card is an electronic money product and the pre-loaded funds do not amount to a deposit. Please see clause Error! Reference source not found. below for further details on how we protect Your pre-loaded funds.
Card Scheme:	Visa
Denominated Currency:	For Cardholders residing in Iceland, the Denominated Currency shall be ISK. For Cardholders residing in Denmark, the Card Denominated Currency shall be DKK. For Cardholders residing in the Czech Republic, the Denominated Currency shall be CZK.
Issuer:	Enfuce License Services Ltd, a company incorporated in Finland with registered address Metsänneidonkuja 12, 02130 Espoo, Finland and company registration number 2992502-3 and authorised by the Finnish Financial Supervisory Authority as an electronic money and payment institution.
Program Manager:	Orka Card ApS (business identity code 40597166), a company incorporated in Denmark with its principal office in Havnegade 39, København K1058.
Program Manager Website and Mobile Application:	Website: https://orkacard.com Mobile Application: Orka Card App

	The Program Manager Website and Mobile Application are online interfaces for You that enables ordering and administration of Cards by You, and the activation, viewing Transactions, viewing the Available Balance, blocking and unblocking the Card and raising queries with Customer Services in relation to the use of the Card(s) and/or available funds.
Unused Card limit:	The Card may be terminated if it remains unused for a period of twelve (12) consecutive months.
Transaction limits:	As set out in the Schedule.

The application for and the use of the Card is subject to the Terms set out below. You will be asked to confirm Your acceptance of these Terms when You apply for a Card via the Program Manager Website. If You refuse to accept these Terms then We will not be able to complete Your Card application. These Terms in force will be displayed on the Program Manager Website.

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.

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 Card 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 You may withdraw cash.

"Available Balance" means, as applicable to Your Card: (a) in respect of debit or pre-paid Card, the amount of funds available to be used by You on the Card; or (b) in respect of a credit Card, the amount of credit made available by the credit provider for use on the Card, in each case subject to any transaction limits, as specified in these Terms.

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

"Card" means each of the types of payment instruments specified in the Card Program Description above, such as physical Card, virtual card or tokenised (electronic wallet) Card, issued to You by Us pursuant to licence by the Regulatory Authorities, in the Denominated Currency. References to the Card include all Card details, Security Details and PINs, provided that, if virtual reloadable and virtual non-reloadable prepaid Cards are included in Your Card Program, such Cards shall not contain PINs.

"Card Scheme" means the payment network to which the Cards are connected, as specified in the Card Program Description.

"Card Services" means any services provided by Us or Our third-party service providers in connection with a Card.

"Cardholder" means You, the individual who, in connection with Your Program Manager Agreement, can use the Available Balance on the Card and to whom the Card is issued.

"Customer Services" means the support provided by the Program Manager to You in respect of the Card and the Card Program, details of which are set out in the Schedule to these Terms.

"Denominated Currency" means the currency specified in the Card Program Description.

"Program Manager Agreement" means any agreement between You and the Program Manager in relation to the Card Program, including any terms of use of the Program Manager Website.

"Program Manager Website" means the website, subsites or applications where You may perform certain operations in relation to Your Card, as specified in the Card Program Description, pursuant to and subject to the Program Manager Agreement.

"Personal Data" means any personal identity details relating to the use of the Card including (but not limited to) Your: 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 Notice (<https://enfuce.com/privacy-notice/>).

"PIN" or "PIN Code" means the personal identification number used to access certain Card Services provided to or set by You.

"POS" means point of sale terminals.

"Program Manager" means the corporate entity or other organisation specified in the Card Program Description, which is the administrative manager of the Card Program for You, and operates the Website and provides Customer Services in respect of the Cards, in accordance with these Terms and separate agreement between Us and Program Manager.

"Regulatory Authority" means as the context requires, any Card Scheme and/or any regulator or agency having jurisdiction over Us or the Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards or services provided under these Terms, 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 ATM 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 payment instrument featuring immediate debit of Available Balance and systematic authorisation. We are not responsible for any funds that have not been made available on the Card and We do not provide services for loading funds to the Card or extending credit in respect of the Card. Information regarding Available Balance and the methods of funding the Card can be found in the Program Manager Website and Program Manager Agreement.
- 3.2 The Card is issued by Us at the Cardholder's request and upon acceptance of said request to Us via the Program Manager Website. If physical Cards are included in Your Card Program (as specified in the Card Program Description), such physical Cards will be sent directly to You at the address specified on the Card order request completed on the Program Manager Website.
- 3.3 The Card can be used worldwide wherever the Card Scheme symbol is displayed online, and also at ATMs and POS, provided there is sufficient Available Balance 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 You are 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 You 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 A Card cannot be used unless it has been activated by You within the notified time. An activation procedure will be provided on the Program Manager Website and with each physical Card. You must know and follow the steps required to activate the physical Card.
- 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 Card, or a tokenized Card (i.e. via an electronic wallet) (as applicable).
- 4.1.6 Strictly for physical Cards (if physical Cards are provided as part of Your Card Program, as specified in the Card Program Description), 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 prepaid Cards. We accept no responsibility, and shall not be liable for, any inability to use Cards in such POS or machines.
- 4.1.7 You must comply with all Applicable Laws (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 Available Balance to complete a Transaction (including fees). You should check that there is sufficient Available Balance on the Card prior to attempting to make any Transaction to avoid disappointment or embarrassment if the Card is declined.
- 4.2.2 If the Available Balance is insufficient to pay for a Transaction (including any applicable fees) the Card may be declined or the merchant may allow payment by some other means.
- 4.2.3 If (in exceptional circumstances or in error) We process any Transaction despite insufficient Available Balance, 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.

- 4.2.4 When using the Card at certain merchants, the merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the Available Balance 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 Available Balance 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 funds on the Card at any time prior to its expiry date. If You have a pre-paid or debit card, if your expired or terminated Card is not renewed, You will be able to redeem the unspent funds.
- 4.2.8 You may obtain certain information concerning the Card and recent Transactions via contact methods listed on the Program Manager Website.

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 Program Manager Website.
- 4.3.2 You may request that the Card be unblocked at any time via the Program Manager Website.
- 4.3.3 Applying for a Card to be temporarily blocked shall not satisfy Your obligation to inform Us of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data. Please see clause 8 for further details.
- 4.3.4 If We block or suspend a Card, We shall notify You by e-mail (and/or by notification via Program Manager Website), 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 decision to unblock the Card or resume provision of Our services will be at Our discretion.
- 4.3.5 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, the Program Manager reserves the right to apply loading fees as set out in the Schedule and/or, at Our discretion, terminate the agreement.

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 the Card is used, 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 Available Balance 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 must sign the back of the physical Card as soon as You receive it (if applicable).
- 6.2 You should treat the Card like cash. If it is lost or stolen, You may lose some or all of Your money on the Card, in the same way as if You lost cash.
- 6.3 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.
- 6.4 You shall never be required to provide the PIN by telephone or on the internet in order to pay for goods or services or carry out a Transaction. If anyone asks You to reveal a PIN, the request should be refused and reported to Customer Services.
- 6.5 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, You should visit the Program Manager Website or contact Customer Services to reactivate the PIN. There may be a twenty-four (24) hour delay in reactivating the PIN.
- 6.6 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 and the use of the Card.
- 6.7 You shall not under any circumstances send active and/or loaded Card to Us or any third party, by post or any other unsecure delivery method.

- 6.8 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: a) using the PIN or other security code personal to You; b) signing a sales voucher; c) providing the Card details and/or providing any other details personal to You and/or 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 We need to carry out maintenance on Our systems or websites. You should contact Customer Services to notify Us of any problems experienced using the Card or report the issue via the Program Manager Website and We will endeavour to resolve these 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 (and block Your Card via the Program Manager Website, if such functionality is available) 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 Our receipt of a notification 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 are likely to be, misused, if any Transactions are deemed to be suspicious and/or are identified as being fraudulent, if We have reason to believe that You have broken an important condition of these Terms or that You have repeatedly broken any term or condition and have failed to remedy it, or if We suspect illegal use of the Card.
- 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 address most recently provided to Us as the Card delivery address 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; (b) any disputes concerning the quality of goods or services purchased from any merchant that accepted the 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 or caused by any third party; (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 or other Applicable 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 any Applicable Law or specified in these Terms, 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 compensate Us in full for 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 Scheme, 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 A cancellation fee may be deducted from the Available Balance on the Cards in accordance with the Schedule.
- 11.5 During the termination notice period, all Available Balance on pre-funded or debit Card(s) Cards must be either spent by or redeemed by You in accordance with Section 11.6.
- 11.5.1 Once a Card has expired or if it is found after it has been reported 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 the Program Manager following termination, in accordance with the procedure set out in the Program Manager Agreement.
- 11.7 We may also charge a redemption fee, if such fee is specified in the Schedule, if You request redemption of any funds held on a Card. We will not charge any redemption fees if your redemption request is made after termination of these Terms (or the Card, as applicable), up to one (1) year after such termination.
- 11.8 All funds redemption may be subject to certain checks carried out by the Program Manager.

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. the Card has a zero or negative balance (unless it is a credit Card) for more than three (3) consecutive months;
 - iv. 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;
 - v. in the event You or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or any third party to have done so;
 - vi. We believe that Your continued use of the Card may damage Our reputation;
 - vii. 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 Program Manager Website or Card processing facilities);
 - viii. 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;
 - ix. 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;
 - x. You do not access the Card for the period of time specified in the Card Program Description as "Unused Card limit";
 - xi. We cannot process Transactions due to the actions of third parties;
 - xii. You have breached these Terms;
 - xiii. You have been declared bankrupt; or

xiv. in case of non-payment of any annual or other applicable fees, as set out in the Schedule.

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.

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 the users of the Card in order to operate the Card program. Your provision of Your Personal Data and Our processing of that data is necessary for each of Us to carry out Our obligations under 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 may be unable to continue to provide Our services to You may take steps to terminate these Terms in accordance with Section 12.1viii above.

14.2 We will manage and protect Your and/or the Card User Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why We collect personal information about Your and/or the Card Users, 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 at the Program Manager Website.

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 funds 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 funds 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 Program Manager 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 the 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 the 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.

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 Program Manager Website content (if English version is available) will prevail over any other language version which We may issue from time to time.

20 The Card Issuer and the Service Provider of the Card

- 20.1 Your Card is payment instrument product issued by Enfuze License Services Ltd pursuant to its licence from the Regulatory Authorities.
- 20.2 The Program Manager administers and services the Card on Our behalf and is available to give You support if You have any queries.

21 Compensation

- 21.1 The Card is not a deposit or credit or banking product and is not covered by the statutory deposit guarantee scheme maintained by the Finnish Financial Stability Authority. However, any pre-loaded funds (if applicable) will be safeguarded by us, so that they are protected in accordance with applicable law if We become insolvent.

SCHEDULE

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 can be contacted:

- Via the methods listed on the Program Manager Website: <https://orkacard.com> or in the Orka App
- By e-mail: hallo@orkacard.com

Please note that We and the Program Manager 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.

B. 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 Program Manager 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⁽¹⁾

Foreign Exchange transactions	Additional fee on FX transactions	Iceland: 3.00% Denmark: 0.50% Czech Republic: 0.50%
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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 Denominated Currency)	Fees (Iceland)	Fees (Denmark)	Fees (Czechia)
Card Fee (for first card issued)	Free	Free	Free
Transaction Fees and Usage			
Top-Up Balance (Load) Fee	120 ISK per load	6 DKK per load	20 CZK per load

Domestic ATM withdrawal (exclusive of ATM operator fees)	180 ISK per withdrawal	Free	Free
International ATM withdrawal (exclusive of ATM operator fees)	350 ISK per withdrawal	19 DKK per withdrawal	60 CZK per withdrawal
Redemption Fees			
Redemption of funds (bank transfer)	1,700 ISK per transfer	90 DKK per transfer	300 CZK per transfer
Miscellaneous Fees			
Card Replacement Fee (where card is lost, stolen, misappropriated, subjected to unauthorised use or for any other reason)	1,700 ISK per card	90 DKK per card	300 CZK per card
Recurring Fees			
Monthly fee*	Not applicable **	Not applicable **	Not applicable **

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

** The Monthly account fee applicable to Your Card will be provided when You sign up on the Program Manager Website.

WEB SERVICES FEES (for all countries)

Activation	free
Obtain the details of all Transactions	free
Retrieve statements	free
Block or unblock Your Card	free

CHARGEBACK FEES (for all countries)

Refund handling fee	Fee applicable only if chargeback / refund request is not valid	50 EUR, or 7,600 ISK 372 DKK 1,200 CZK
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CARD LIMITS

Limit Type	Frequency	Amount (Iceland)	Amount (Denmark)	Amount (Czechia)
Min. Initial Load Value	per transaction	10 EUR, or 1,500 ISK	10 EUR, or 75 DKK	10 EUR, or 240 CZK

Max. Load Value	per transaction	8,000 EUR, or 1,200,000 ISK	8,000 EUR, or 59,500 DKK	8,000 EUR, or 190,000 CZK
Max. Total Balance	per card	15,000 EUR, or 2,200,000 ISK	15,000 EUR, or 111,000 DKK	15,000 EUR, or 350,000 CZK
Max. Number POS (#)	1 day	20	20	20
Max. Value POS	1 day	5,000 EUR, or 760,000 ISK	5,000 EUR, or 37,000 DKK	5,000 EUR, or 118,000 CZK
Max Number ATM (#) withdrawals	1 day	5	5	5
Max Value ATM withdrawals	1 day	350 EUR, or 53,000 ISK	350 EUR, or 2,600 DKK	350 EUR, or 8,300 CZK