

# Terms of Use for the Orka Card™ App

## 1. Applicability and Parties

Orka Card™ is a mobile application (hereinafter referred to as the “App”), These terms of use (hereinafter referred to as ‘Terms’) form the agreement between you and us that governs your use of the App. By downloading, activating, and using the App you acknowledge that you have read, understood and agree to be bound by these Terms. In addition, for the use of the App, Skatra Visa® Debit Terms and Conditions applies.

The App is provided and operated by Orka Card ApS, CVR 40597166, registered address Amaliegade 6, 1256 Copenhagen, Denmark in a collaboration with:

- NúNú lán ehf., company reg. no. 7010190240, Kalkofnsvegi 2, 101 Reykjavík, Iceland;
- Brea ApS, company reg. no. 39484099, Amaliegade 6, 1256 Copenhagen, Denmark
- Swiss Funds a.s., company reg. no. 05421721, Školská 689/20, 110 00 Praha 1, Czech Republic; (hereinafter referred to as the “Orka Group”).

## 2. Our Services

The App is offering, featuring and promoting financial services products that are provided by a company within Orka Group or by affiliated entities/partners. To use these services, you must agree to terms and conditions of, or sign an agreement directly with the relevant service provider and your relationship with the relevant provider is governed by the relevant documents.

The App offers an access to a suite of financial services, including but not limited to:

- Debit card management,
- Open banking data management,
- Loan application and management,
- Insurance brokerage.

The App provides these services through the App in compliance with applicable financial regulation and the services are provided under an adequate licensing framework across the Orka Group and in accordance with the General Data Protection Regulation (GDPR) and the Privacy Policy which can be found here: [Skatra Privacy Policy](#).

## 3. Terms for the use of the App

During sign up, you will be required to provide and verify contact details, set your App passcode, provide personal data information and go through customer identity verification procedure. When signing in on a new device, a two-factor authentication will be required using your email and phone number you provided at the sign up.

The App may be downloaded and installed on your Apple or Android mobile device only from official application stores. The App is fully functional only with internet access.

The Terms also apply when using App. Therefore, you must use the App securely. You and Orka Group can block your App user in accordance with the Terms.

Your mobile device with the App is part of the security of using Orka Card™, and you must therefore ensure that others do not have access to the App on your mobile device. The phone device on which

the App is installed must be always protected by a passcode or biometrics lock. If you lose your mobile device which the App is installed on, you must immediately contact Orka at [hallo@orkacard.com](mailto:hallo@orkacard.com).

Your passcode for the App is personal and may not be left to others. If your mobile device supports using a biometric solution, such as fingerprints or facial recognition, you have the option to use the biometric solution instead of the passcode. You can enable the biometric solution when you install the App or under "Security settings" in the App.

If you no longer want to use the App and services provided, please close your account in the App and be sure to also delete it from your device.

## 4. Electronic tracks

When you use the App, Orka Group collects the following information that you leave as electronic traces:

- a mobile device type,
- an operating system version of your mobile device has,
- a version of the App,
- a language of your device, and
- an IP address.

We use the information to identify your device so that you can recognize it if at some point you need to block the App that you downloaded to a particular mobile device. Furthermore, the App can only run on devices where security is intact (e.g. not jailbroken or rooted).

The electronic tracks are not used to collect personal information about you.

To increase the ease of use and deployment of this app, Orka Group collects for its own use statistical information that elucidates how the app works and what features may need to be improved. The information, as well as the electronic tracks, are also made available to developers in anonymized form.

## 5. Right of use

You have a non-exclusive and non-transferable right to use the App on your personal mobile device (smartphone or tablet) within the framework of the Terms. You have no rights to the App other than this right of use. Orka Group may revoke or change your right to use the App at any time if you violate these Terms of Use or the Terms.

## 6. No warranties

This App is provided "as is" without any representations or warranties, express or implied. The Orka Group makes no representations or warranties in relation to this App or the information and materials provided on this App.

Without prejudice to the generality of the foregoing paragraph, does not warrant that:

- this App will be constantly available, or available at all; or
- the information on this App is complete and accurate.

## 7. Limitation of liability

The Orka Group has no liability for damage to your mobile device, loss of data, lost profit or other damage caused by the App. Orka Group does not guarantee that the App is always available and has no responsibility if the App is not available for a period of time or has only limited functionality for a period of time for any reason.

## 8. Law and jurisdiction

These terms of use will be governed by and construed in accordance with the laws of Denmark, and any disputes relating to these terms of use will be subject to the exclusive jurisdiction of the courts of Denmark.

## 9. Information and contact

You can read or download the Terms [here](#).