



## TERMS AND CONDITIONS FOR THE PREPAID EDENRED CARD

### Preamble

The User must read these Terms and Conditions carefully before using the Card. The Terms and Conditions provide the terms of using the Card. By activating and using the Card, the User confirms to the Employer or Contractor that they accept these Terms and Conditions.

By entering into an agreement with Edenred under which the Cards will be issued and topped up, the Employer or Contractor confirms that they have read and accepted these Terms and Conditions. The Employer or Contractor should familiarize the User with these Terms and Conditions before the Card is used.

Edenred and the Issuer shall ensure that the Cards are issued and can be used to purchase products and services under the provisions included in the Terms and Conditions, exclusively to the Employer or Contractor, in fulfilment of Edenred's obligation under the agreement entered into between Edenred and the Employer or Contractor.

Before using the Card, the User should ask their Employer or Contractor who gave them the Card for a list of acceptance points (Acceptance Network). Edenred may, at the request of the Employer or Contractor, restrict the Acceptance Network to selected acceptance points.

### 1. DEFINITIONS (in alphabetical order)

- 1.1. **3-D Secure** means a payment authentication standard for online purchases that provides additional security when purchasing goods or services online. This is a form of strong user authentication and is essential when paying for online purchases. In order to make online Transactions, it is necessary to register a valid mobile phone number at [www.myedenred.pl](http://www.myedenred.pl) or in the MyEdenred app.
- 1.2. **Merchant** means an entity operating a retail or service point where Cards bearing the Mastercard Acceptance Mark are accepted.
- 1.3. **ATM** means a self-service device for withdrawing cash using a Card.
- 1.4. **Available Balance** means the value of funds topped up on the Card and available for use.
- 1.5. **Duplicate Card** means the issuing of a valid Card for a lost or damaged Card under the same conditions under which the original Card was issued.
- 1.6. **Edenred** means Edenred Polska sp. z o.o. with its registered office in Warsaw, Poland, address: ul. Inflancka 4b, 00-189 Warsaw, recorded in the register of business organizations of the National Court Register, maintained by the District Court for the Capital City of Warsaw in Warsaw, Commercial Division 12 - National Court Register, entry number 0000116438, share capital: PLN 63,170,750.00, Polish tax identification number (NIP): 664-10-03-662, being the agent of PPS EU SA.
- 1.7. **Card** means the prepaid Edenred Mastercard issued by PPS EU SA in cooperation with Edenred, agent of PPS EU SA.
- 1.8. **720 Prepaid Card** means a non-assigned, anonymous prepaid Card, with 720 as its first three digits; for security reasons of non-cash transactions and as required by the regulations on the prevention of money laundering and terrorist financing, the 720 Prepaid Card cannot be topped up; its maximum balance is EUR 150 (PLN 700), a single online transaction is EUR 50 (PLN 230) and a single ATM withdrawal (if such functionality is available) is EUR 50 (PLN 230).
- 1.9. **Virtual Card** means a Card that does not have a plastic form as it exists only in an electronic version and is provided to the User by email sent to the User's email address as indicated by the Employer or Contractor.
- 1.10. **Activation/Security Code** means a single-use 6-digit code that is included in the Cover Letter provided with a plastic Card. In the case of a Virtual Card, the Security Code is sent to the User's email address provided to the Program Manager by the Employer or Contractor.
- 1.11. **CVC code** means a three-digit verification code that is associated with the Card and used to authorize online Transactions. It is located on the back of the plastic Card and, in the case of a Virtual Card, it is visible to the User after logging into MyEdenred or MyEdenred mobile app.
- 1.12. **Contractor** means an economic entity or institution that participates in the Program under an agreement entered into with the Program Manager and has provided the eligible User with a Card received from Edenred.
- 1.13. **Cover Letter** means a letter enclosed with the plastic Card. It is, therefore, not included with the Virtual Card.
- 1.14. **Mastercard** means Mastercard International Incorporated with its registered office at 2000 Purchase Street, Purchase, New York 10577 USA.
- 1.15. **Program Manager** means Edenred. The Program Manager defines the Program involving the issuance of Cards on behalf of and for the benefit of the Employer.
- 1.16. **MyEdenred** or [www.myedenred.pl](http://www.myedenred.pl) means the card management service available on the website [www.myedenred.pl](http://www.myedenred.pl) and in MyEdenred mobile app, which contains the current version of the Terms and Conditions.
- 1.17. **Card Number** means the Card's 16-digit number listed on the front or back of the plastic Card and, in the case of the Virtual Card, the Card Number is visible to the User after logging into MyEdenred or MyEdenred mobile app. It has the following format: xxxx xxxx xxxx xxxx.
- 1.18. **Card Serial Number** means the Card's 10-digit number listed on the back of the plastic Card and, in the case of the Virtual Card, the Card Serial Number is visible to the User after logging into MyEdenred or MyEdenred mobile app. It is written as a string of numbers.
- 1.19. **Customer Service** means Edenred's contact centre which deals with enquiries, requests and complaints relating to Card services. Contact details are provided in section 17 of these Terms and Conditions.
- 1.20. **Administrative Fee** means a monthly fee that is charged for holding funds from expired Cards in secured technical accounts. The Administrative Fee is charged in arrears for each month after the expiry date of the Card.
- 1.21. **Full Deduction Amount** means the full Transaction amount together with the associated commissions, fees and taxes, if any.
- 1.22. **PIN** stands for the User's personal 4-digit identification number.
- 1.23. **Employer or Contractor** means an economic entity or institution which participates in the Program under an agreement between the Employer or Contractor and Edenred and which has provided the authorized User with a Card received from Edenred.
- 1.24. **Program** means the Edenred Card Program defined by the Employer or Contractor in cooperation with Edenred, on the basis of which the Card is issued and topped up.
- 1.25. **Account** means the electronic account associated with the Card in which the funds are kept.
- 1.26. **Terms and Conditions** mean these Terms and Conditions with any future amendments.
- 1.27. **SCA (Strong Customer Authentication)** means additional security measures to verify that the authorized User has authorized certain Transactions or other actions related to the use of the Card.
- 1.28. **Acceptance Network** means the network of retail and service points accepting Card payments. The Acceptance Network available for a particular Card may fall into one of the two categories: (a) open category - any retail or service point that accepts the Card and is labelled with the Mastercard Acceptance Mark; (b) narrow or affiliate category - retail or service points that have been included in the Card Acceptance Network at the request of the Contractor or have signed an affiliate agreement with the Program Manager.
- 1.29. **POS terminal** means an electronic device that allows the User to carry out payment Transactions in retail or service points.

- 1.30. **Contactless Terminal** means a POS Terminal that enables Contactless Transactions to be made.
- 1.31. **Transaction** means a payment using a POS Terminal or the Internet using the Card.
- 1.32. **Contactless Transaction** means a contactless payment, an NFC (near-field communication) payment, a type of fast payment with the use of smartphones equipped with NFC technology or a Contactless Card. Contactless Transactions are subject to the limits applied by the Merchant and resulting from the law. In the case of a Contactless Transaction exceeding such limits, the User will be asked to enter the PIN into the POS Terminal to authorize the Contactless Transaction.
- 1.33. **User** means a natural person who is deemed to be authorized by the Employer or Contractor to use the Card and who received the Card from the Employer or Contractor.
- 1.34. **Rules** mean the rules outlining the use of Payment Cards offered by Edenred Polska Sp. z o.o. as part of Google Pay™, Apple Pay, and Huawei Pay.
- 1.35. **Issuer or PPS EU SA** means Pre Pay Solution, a company registered in Belgium under number 0712.775.202, which can be contacted at 1160 Brussels, Boulevard du Souverain 165 boîte 9, Belgium. PPS EU SA is authorized and regulated by the National Bank of Belgium in regard to the issuance of e-money and the provision of payment services. Edenred is the agent of PPS EU SA.
- 1.36. **Contactless** means a payment method that allows the User to make a payment by bringing the Card, a phone or other mobile device with NFC near a compatible Contactless Terminal reader.
- 1.37. **Mastercard Acceptance Mark** means the Mastercard International Incorporated marking indicating the acceptance of the Card at a particular retail or service point.

## 2. CARD TERMS AND CONDITIONS

- 2.1 The Card, including the Virtual Card, is neither a credit card nor a debit card.
- 2.2 The Card is issued by PPS EU SA under a license from Mastercard. The Card is an e-money product. The e-money associated with the Card is provided by PPS EU SA, an entity regulated and authorized by the National Bank of Belgium to issue e-money and provide payment services.
- 2.3 The e-money linked to the Card is provided to the Employer or Contractor by PPS EU SA and denominated in Polish zlotys (PLN).
- 2.4 The User's rights and obligations related to the use of the Card are governed by the agreement entered into by the User with the Employer or Contractor; however, the User's behavior contrary to the provisions of the Terms and Conditions shall be considered improper performance or non-performance of the Employer's or Contractor's obligation under the agreement entered into by the Employer or Contractor with Edenred and may prevent the use of the Card. The Employer and the Contractor agree that the User shall comply with the following provisions of the Terms and Conditions and shall be liable to Edenred for the User's acts and omissions as if they were their own. Edenred shall not be liable to the User for non-performance or improper performance of the obligation caused by the User's failure to comply with the Terms and Conditions.
- 2.5 The User shall have no rights against Mastercard® or its affiliates.
- 2.6 If the User encounters difficulties in using the Card, they can contact Customer Service or the Employer or Contractor who provided them with the Card.
- 2.7 The use of funds on the Card is possible up to the amount of the Available Balance, in accordance with the provisions of the Terms and Conditions.
- 2.8 The Employer or Contractor transfers ownership of the e-money to the User up to the value available on the Card when the Card is handed over to the User. In view of the above, and in order to prevent abuse or fraud, no refund of the funds with which the Card has been topped up may be requested, nor may the funds be transferred to another Card (subject to section 8.4 et seq. of the Terms and Conditions relating to the issue of a Duplicate Card

and the resumption of funds referred to in section 10 of the Terms and Conditions) or to any bank account or payment card other than the Card. The User shall be entitled to request the refund of e-money if there is a remaining Available Balance on the Card at the time of its expiry.

- 2.9. The expiry date of the Card is indicated on the front or back of the Card and, in the case of a Virtual Card, it is visible to the User after logging into [www.myedenred.pl](http://www.myedenred.pl) or MyEdenred mobile app. The card remains the property of the Issuer.
- 2.10. The Terms and Conditions are drawn up and available in the Polish language version, which is binding. Notwithstanding the foregoing, translations of the Terms and Conditions into other languages (including English and Ukrainian) may be made available in MyEdenred; however, the Polish version shall always prevail.

## 3. CARD ISSUANCE AND ACTIVATION

- 3.1 The Card shall be issued to the eligible User by the Employer or Contractor, subject to section 3.2 of the Terms and Conditions.
- 3.2 The Virtual Card is provided to the User by email based on the details provided to the Program Manager by the Employer or Contractor.
- 3.3 The Card should be activated as soon as it is received by the User. The User should register or log in to [www.myedenred.pl](http://www.myedenred.pl) or MyEdenred mobile app and follow the on-screen prompts, based on which the Card will be activated, and the User will assign a PIN. To activate the Card in [www.myedenred.pl](http://www.myedenred.pl) or MyEdenred mobile app, the Activation Code provided in the Cover Letter delivered with the Card is required, subject to section 3.4 of the Terms and Conditions.
- 3.4 The Virtual Card should be activated as soon as it is received by the User. The User should register or log in to [www.myedenred.pl](http://www.myedenred.pl) or MyEdenred mobile app and follow the on-screen prompts. During the activation process, the User will receive a Security Code by email that is required to complete the activation of the Virtual Card. The Security Code will be sent to the email address that the Employer or Contractor has provided to the Program Manager. To make Virtual Card Transactions, the User must add the Virtual Card to Apple Wallet, Google Pay or any other wallet on a smartphone and accept the Rules. The User can add the Card to Apple Wallet, Google Pay and any other wallet on a smartphone from inside MyEdenred mobile app by tapping the 'Enable mobile payments' button.
- 3.5 The PIN must be memorized. The User must never write down or disclose the PIN to any other person or enter the PIN in a way that is visible to others. PPS EU SA shall not disclose the PIN to any third party. If the User forgets the PIN, they can retrieve it by logging into [www.myedenred.pl](http://www.myedenred.pl) or MyEdenred mobile app and selecting the 'My Cards' tab and the 'Forgotten PIN' option.
- 3.6 To make online payments, the User must register their Card at [www.myedenred.pl](http://www.myedenred.pl) or MyEdenred mobile app together with their mobile number for 3-D Secure purposes. This will allow convenient use of online services.
- 3.7 The PIN can be changed via the User profile at [www.myedenred.pl](http://www.myedenred.pl) or in MyEdenred mobile app by following the instructions.
- 3.8 When selecting a new PIN, the User should choose a PIN that cannot be easily guessed, such as numbers that: (a) are readily associated with the User, for example, the User's phone number or their date of birth; or (b) are part of the data printed on the Card; or (c) consist of the same digits; or (d) are identical to a previously selected PIN.
- 3.9 The User should ensure that the Card has been registered at [www.edenred.pl](http://www.edenred.pl) or in MyEdenred mobile app. This will enable the User to take advantage of the online offers and services available at [www.myedenred.pl](http://www.myedenred.pl) or in MyEdenred mobile app, such as the possibility to change and retrieve the PIN, order a Duplicate Card, or block the Card if it is lost or stolen.

#### 4. CARD USE

- 4.1 A Card accepted in the open acceptance network can be used at Merchants who have labelled their retail or service point with the Mastercard Acceptance Mark.
- 4.2 A Card accepted in the narrow or affiliate acceptance network can be used: (i) at the points included in the list of Merchants designated by the Employer or Contractor (in which case the Employer or Contractor shall inform the User, upon request, of the list of acceptance points selected by the Employer or Contractor) or (ii) at points which have signed an affiliate agreement with Edenred and have joined the affiliate network specified at [www.myedenred.pl](http://www.myedenred.pl) and are labelled with the Mastercard Acceptance Mark.
- 4.3 The Card can be used at online Merchants provided that the Card has been registered at [www.myedenred.pl](http://www.myedenred.pl) or in MyEdenred mobile app by providing a valid mobile number for 3-D Secure verification purposes.
- 4.4 The User shall be liable for the regularity of the Transaction (including the goods or services purchased).
- 4.5 The Card can be used in the network of ATMs bearing the Mastercard Acceptance Mark if this was provided for under the terms of the Program. The ability to use ATMs, as well as the fees associated with withdrawing cash from ATMs, are determined by the Program and the commercial terms and conditions agreed between the Employer or Contractor and the Program Manager. Cards cannot be used to withdraw cash when making Transactions at Merchants' retail or service points (cashback).
- 4.6 For security reasons of non-cash transactions and as required by the regulations on the prevention of money laundering and terrorist financing, the 720 Prepaid Card is subject to specific restrictions in regard to its use. The 720 Prepaid Card cannot be topped up; its maximum Available Balance is EUR 150 (PLN 700), a single online transaction is EUR 50 (PLN 230) and a single ATM withdrawal (if such functionality is available for that Card) is EUR 50 (PLN 230).
- 4.7 Each Transaction must be authorized by the Card User by signing the receipt (in the case of Cards without the PIN, i.e. Signature Cards), entering the PIN, entering the CVC Code or bringing the mobile device, e.g. a phone with the stored Card, near the Contactless Terminal at a retail or service point, depending on which authorization method is required or chosen by the User. By using the Card, the User enters into a separate agreement with the Merchant, to which Edenred or the Employer or Contractor is not a party.
- 4.8 The User may not stop a Transaction after it has been authorized, as at that point the Issuer is deemed to have received information about the Transaction.
- 4.9 The Card is a prepaid card, which means that the Available Balance will be reduced by the Full Deduction Amount. For a Transaction to be authorized, the Full Deduction Amount must be lower than or equal to the Available Balance on the Card. The User may not make Transactions if the Full Deduction Amount exceeds the Available Balance or the Card has expired. If, for any reason, a Transaction is processed for an amount higher than the Available Balance on the Card, the User must reimburse the Program Manager for the amount by which the Full Deduction Amount exceeds the Available Balance within 14 days from receiving the invoice. If the User fails to repay this amount, the Program Manager is entitled to take all necessary steps, including legal action, to recover the outstanding amount.
- 4.10 The Available Balance can be checked at any time at [www.myedenred.pl](http://www.myedenred.pl), in MyEdenred app or at selected ATMs.
- 4.11 For security and safety reasons, the Merchants who accept the Card are required to request the Issuer to authorize all Card Transactions. In certain circumstances, Merchants require the Available Balance to be higher than the value of the Transaction the User wishes to make. The Available Balance shall only be debited for the actual and final value of the Transaction. Merchants ask for the above because the User may need access to more funds than they originally planned to spend. For example, some online vendors, at registration or at the payment gateway, send a payment authorization request to the Issuer for an amount

exceeding the Available Balance, and this will temporarily affect the Available Balance. It is also important to remember that many websites will not refund payments until the goods have been dispatched, so there is a need to be aware of possible deviations in the Available Balance when checking the Available Balance. It should be ensured that there are sufficient funds on the Card to cover a given Transaction.

- 4.12 Merchants may not be able to authorize User Transactions if they are unable to obtain online authorization from the Issuer, for example, when Transactions are made during a flight, cruise or rail journey on board an aircraft, ship, ferry, train, etc.
- 4.13 The Available Balance is not interest-bearing.
- 4.14 For Contactless Transactions, the Card can be used to make 4 consecutive Contactless Transactions without additional PIN authorization. The subsequent transaction will force the User to insert the Card into the reader and enter the User's PIN to authorize the Transaction.
- 4.15 When making an online Transaction, the User may be asked to additionally authorize the transaction using the 3-D Secure system.
  - a) If additional authorization is triggered in the 3-D Secure system, the User will be taken to a verification screen and asked to enter a one-time access code sent to a mobile phone if the User has registered the Card and provided a phone number at [www.myedenred.pl](http://www.myedenred.pl) or in MyEdenred app.
  - b) A valid mobile phone number is required to use 3-D Secure - it is the responsibility of the User to provide a correct and valid phone number. The User can check and update the phone number at any time at [www.myedenred.pl](http://www.myedenred.pl) or in MyEdenred app.
  - c) The access code can be used only once and will only be valid for the Online Transaction for which it was received.
  - d) Any Transaction authenticated using 3-D Secure will be deemed to have been authorized by the User.
  - e) The use of the 3-D Secure service is free of charge. The User shall bear the cost of the SMS charges imposed by the telephone operator related to receiving verification SMSes.
- 4.16 The Card is not accepted in betting shops, when buying lottery tickets, and for online gaming.

#### 5. CARD TOP-UP

- 5.1 The Card cannot be topped up personally by the User or any third party. If the Employer or Contractor decides to top up the User Card, e-money will be issued by the Issuer, and the value will be credited to the Available Balance on the User's Card in cooperation with the Program Manager and through a top-up performed by the Program Manager.
- 5.2 The frequency with which the Card and Available Balance is updated in accordance with section 5.1 of the Terms and Conditions is entirely dependent on the Program Manager's initiative to issue e-money on behalf of and at the request of the Employer or Contractor.
- 5.3 Whether or not the Card can be topped up multiple times (more than once), the frequency and amount of top-ups, as well as the dates of the top-ups, are subject to the Program that is commercially agreed between the Program Manager and the Employer or Contractor.

#### 6. CARD VALIDITY

- 6.1 The expiry date of the Card is printed on the front or back of the Card. In the case of the Virtual Card, a valid Card is labelled as 'Active' on the website [www.myedenred.pl](http://www.myedenred.pl) or in MyEdenred app. The Card cannot be used after the expiry date, and no Transactions will be processed after the expiry date. Virtual Cards marked as 'Expired' on the website [www.myedenred.pl](http://www.myedenred.pl) or in MyEdenred app cannot be used, and no Transactions using such Cards will be processed.
- 6.2 The Available Balance remaining on the Card after the expiry of the Card shall not be returned to the User in the form of cash or



sent by a bank transfer to the account indicated by the User or a Card indicated by the User.

- 6.3 After the Card expires, the User may request a refund of the e-money.
- 6.4 The User shall incur the refund costs of e-money in accordance with the table of fees included in section 10 of these Terms and Conditions.
- 6.5 The Balance of the expired Card shall remain in the Issuer's secured technical account and is subject to an Administrative Fee, payable in arrears for each month the funds are held on the expired Card. The Administrative Fee will be taken from the Balance of the expired Card. The fee table listed in section 10 of these Terms and Conditions sets out the amount of the Administrative Fee. If the funds remaining on the expired Card are not sufficient to cover the Administrative Fee, the Administrative Fee shall be charged up to the balance of the Card.

## 7. USER LIABILITY AND AUTHORIZATION

- 7.1 The Issuer may restrict or block the use of the Card if the use of the Card causes or is likely to cause a breach of the Terms and Conditions or if the Issuer has reasonable grounds to suspect that the User or a third party has committed or is about to commit a crime or other misuse of the Card. Blocking the ability to use the Card, in order to protect against abuse, may also occur for those Cards for which no Transaction has been registered recently or due to the amount of their Available Balance; in such a case, the Card may be unblocked at the request of the Card User.
- 7.2 If there is a need to investigate a Card Transaction, the User may be asked to provide information to the Issuer, the Program Manager or any other authorized body if required.
- 7.3 The User must never: allow another person to use the Card, write down the PIN or store it with the Card; disclose the PIN or otherwise make it available to another person, either verbally or by making it visible to others. The User must also never store the Card together with the Activation Code provided in the Cover Letter.
- 7.4 The User is liable for all Transactions that the User authorizes by signature, PIN, CVC code, Contactless Transactions with the Card or by bringing a mobile device, such as a phone, near the contactless reader of the POS Terminal, as well as by using SCA (including 3-D Secure).
- 7.5 The Employer or Contractor shall ensure that the User will not transfer the Card to third parties, either for payment or free of charge.
- 7.6 The User, Employer or Contractor shall indemnify the Issuer against any legal proceedings taken to enforce the Terms and Conditions relating to any breach of the Terms and Conditions by the User or fraudulent use of the Card.
- 7.7 The Card must not be used for purposes related to virtual currency (of the Bitcoin type) and must not be passed on to persons who are known to or, in the exercise of due diligence, should be known to use payment cards to trade in virtual currency or are planning to do so. Cards that are used for purposes related to trading in virtual currency will be blocked by the Program Manager without prior notice.

## 8. LOST, STOLEN OR DAMAGED CARDS

- 8.1 Electronic money on the Card should be treated as cash inside a wallet. If the User loses the Card or the Card is stolen, any e-money stored on the Card may be lost in the same way as a lost wallet.
- 8.2 In the event of Card loss, theft and fraud or any other risk of unauthorized use of the Card, or if the Card becomes damaged or malfunctions, the User must immediately contact Customer Service. The User will be asked to provide the Card number and other data for identification purposes. Moreover, the User can also block the Card at [www.myedenred.pl](http://www.myedenred.pl) or in MyEdenred app.
- 8.3 If the User notifies Customer Service that their Card has been

lost or stolen, the User shall be liable up to the amount of EUR 70 denominated in Polish zlotys for operations carried out prior to the User contacting Customer Service.

- 8.4 Provided that a notification is made in accordance with section 8.2 of the Terms and Conditions, excluding section 8.3 of the Terms and Conditions, the User shall not be liable for any damage that occurs after the date on which the loss or theft of the Card is reported to Customer Service. If there is an Available Balance remaining on the Card, the User may request the Program Manager to issue a Duplicate Card, and the Issuer shall transfer the last Available Balance to the Card, less the fee for issuing a new Card charged in accordance with the table of fees included in section 10 of these Terms and Conditions.
- 8.5 In the event that a reported incident is alleged to have been caused by the User's conduct contrary to the Terms and Conditions, gross negligence, or if the incident raises a reasonable suspicion of fraud or misconduct, the User shall be liable for all the damage.
- 8.6 A claim for a damaged Card shall be successful when no payment attempts have been registered in the system. A complaint will result in a new Card being issued at no charge to the User. Registered Transactions mean that the Card was not damaged at the time the Card was issued to the User and that the damage occurred due to improper use of the Card.
- 8.7 The issuance of the Duplicate Card shall take place after a minimum of 5 working days after the User submits the form at [www.myedenred.pl](http://www.myedenred.pl) or notifies Customer Service by email or phone - if the User does not have an account on [www.myedenred.pl](http://www.myedenred.pl), not longer than 30 days and after positive verification of the User. A Duplicate Card can only be issued for a Card that has not expired. A Duplicate Card allows Transactions to be made according to the same principles as the original Card for which the Duplicate Card was issued (e.g. a Duplicate Card in the form of a Virtual Card will be issued for a Virtual Card, a Duplicate Card in the form of a Plastic Card for a Plastic Card, a Duplicate Card in the form of a Gift Card for a Gift Card, a Duplicate Card in the form of a Holiday Card for a Holiday Card, and a Duplicate Card in the form of a Card with the same range of Merchants assigned by the Employer or Contractor for a Card with a particular range of Merchants assigned by the Employer or Contractor, etc.)

## 9. TRANSACTIONS MADE IN FOREIGN CURRENCIES

- 9.1 If a Transaction is made in a currency other than Polish zlotys ('Foreign Currency Transaction'), the amount deducted from the Available Balance shall be converted into Polish zlotys on the date that the details of such Foreign Currency Transaction are received and processed by PPS EU SA. The exchange rate set by Mastercard, which will be available each business day, Monday to Friday, shall be used for conversion, while modifications to the exchange rate will be applied immediately. Exchange rates may fluctuate and are subject to modification between the time a Transaction is made and the time it is deducted from the Available Balance. Fees also apply for making Transactions in foreign currencies in accordance with the table of fees included in section 10 of these Terms and Conditions.

## 10. FEES

- 10.1 Cards are subject to the following fees\*:

Transaction Fee	PLN 0
Duplicate Card fee	
a) Plastic	PLN 20
b) Virtual	PLN 15
c) Contactless chip	PLN 30
Currency conversion fee	2.5%
Commission for an ATM withdrawal in the country	3.5% minimum PLN 5 or PLN 5 per transaction*
Commission for an ATM	3.5% minimum PLN 5 or PLN 5 per transaction*

withdrawal abroad	
Checking the balance at an ATM	PLN 1
PIN change at an ATM	PLN 4
Resumption of funds from an expired Card:	
a) Issue of a plastic Card	PLN 20
b) Issue of a Virtual Card	PLN 20
c) Transfer of funds	PLN 40
Administrative Fee for holding expired Card funds in secured technical accounts	PLN 9.90 per month

\* Specific fees may also be set out in the commercial terms and conditions of the Program agreed between the Employer or Contractor and the Program Manager and shall not exceed the amounts set out in the table above.

## 11. COMPLAINTS

11.1 All complaints should be submitted to the Program Manager via Customer Service on working days, between 9 a.m. and 5 p.m., Monday to Friday, by calling 22 2 927 927 or by sending an email to: [kontakt-pl@edenred.com](mailto:kontakt-pl@edenred.com)

## 12. GOVERNING LAW AND DISPUTES

- 12.1 If the User has reason to suspect that a Transaction for which the Card has been used was unauthorized or has been incorrectly credited to the Card Account, the Program Manager will, at the User's request, investigate the Card Account and the circumstances of the Transaction. At the request of the User, the Program Manager shall process the request within a minimum of 7 working days and a maximum of 30 working days in regard to the User's Card Transaction and the circumstances of the Transaction. The Program Manager may require the User to cooperate with the relevant authorities regarding the disputed Transaction.
- 12.2 Any unauthorized Transactions shall be refunded by the Issuer to the Card Balance immediately unless they prove to be the result of the User's conduct that was contrary to these Terms and Conditions.
- 12.3 The disputed amount shall be inaccessible and blocked up to the disputed value until the completion of the proceedings. The value of the disputed Transaction may be deducted from the User's Card by the Issuer at a later date if information proving the authenticity of the Transaction is received from the Program Manager.
- 12.4 The Issuer reserves the right not to refund money if the User has breached these Terms and Conditions and has not reported risky transactions to the relevant authorities.

## 13. MODIFICATIONS OF THE TERMS AND CONDITIONS

13.1 The Terms and Conditions, including the fees and limits set out therein, may be amended, at any time, through the publication of an updated version of the Terms and Conditions 14 days in advance, at [www.myedenred.pl](http://www.myedenred.pl) or in MyEdenred due to one or more of the following reasons: (a) to reflect the introduction or development of new systems, methods of operation, services or facilities; (b) to reflect a change or expected change in the market, a change in general conditions, best practice or the cost of providing the service to customers; (c) to comply with or anticipate any changes in law or taxation, any codes, practices or recommendations from the National Bank of Belgium or any other regulatory body; (d) to ensure that our business is conducted prudently and remains competitive; (e) to take into account the rulings of a court, ombudsman, regulator or similar body; (f) to make the Terms and Conditions fair and clear to the User; (g) to rectify any error in a timely manner; (h) to allow our banking or top-up processes to be harmonized.

13.2 The Employer or Contractor shall notify the User of changes to the Terms and Conditions at the time they are themselves informed of the changes. At the request of the Employer or Contractor, Edenred may also notify the User of modifications to the Terms and Conditions by email. The User's continued use of the Card after the changes have taken effect shall be deemed to be the User's acknowledgement of the Employer's or Contractor's notification of the modifications made to the Terms and Conditions and their agreement to use the Card under the modified Terms and Conditions.

13.3 Any inconsistency of the Terms and Conditions with the provisions of law shall be disregarded and treated as if it actually reflected the relevant legal regulations.

## 14. CARD BLOCKING

- 14.1 If the Program Manager informs the Issuer that the User is no longer entitled to use the Card for any reason, the Card shall be immediately blocked, and the Available Balance shall no longer be available.
- 14.2 The Card may be blocked at any time with immediate effect (until the dispute is resolved) if the User's behavior is in breach of these Terms and Conditions or there are grounds to believe that the User has used or intended to use the Card in a manner that is negligent or deemed to be fraudulent or unlawful or if PPS EU SA is unable to process the User's Transactions due to the actions of third parties. In such circumstances, it shall not be possible to use the Available Balance.
- 14.3 Funds may be blocked as a result of cancelling a Transaction at a payment terminal (POS). The blocked funds shall be refunded within 10 days of the Transaction.
- 14.4 The User may contact the Program Manager if the User wishes to terminate the Card before its date of expiry, provided:
- the User has not acted fraudulently; and
  - Any applicable legal provisions, regulations, court orders, instructions or directions issued by relevant regulatory authorities or agencies shall not prohibit the Issuer or the Program Manager from doing so.
- 14.5 Upon termination of the agreement, any Available Balance shall no longer be available for use by the User.
- 14.6 In any of the above cases of termination or where the Issuer is informed by the Program Manager that the User is no longer entitled to use the Card, all rights relating to the e-money and the Available Balance shall remain with the Program Manager.

## 15. LIABILITY OF PPS EU SA

- 15.1 The liability of PPS EU SA is subject to the following exclusions and limitations:
- for failure to perform obligations arising directly or indirectly from a cause beyond the control of PPS EU SA, including failure of computer network services or telecommunications networks and data processing systems;
  - in the event that the Card is defective, liability shall be limited to the replacement of the Card;
  - for any loss of profit, loss of business, or any indirect, consequential, special or punitive losses;
  - in all other circumstances, the liability of PPS EU SA shall be limited to the amount of the last Available Balance remaining on the Card.
- 15.2 The above exclusions and limitations shall apply to each of the affiliates, such as the Program Manager or Mastercard International.
- 15.3 If the User engages in any disputes about purchases made using the Card, the User should discuss any concerns with the Merchant. Neither the Issuer nor the Program Manager is liable for the quality, safety, legality or any other aspect of any goods or services purchased using the Card.

## 16. USER DATA

- 16.1 By accepting these Terms and Conditions, the User provides consent to the Program Manager for them to share personal data with the Issuer, who will process the User's personal data for the purpose of completing the Transaction and for statistical and analytical research; the Program Manager may share the data provided by the User, in particular, the first name, surname, address, town, country, postal code, email address, and phone number; all personal data will be processed in accordance with the applicable laws and regulations on the processing of Personal Data, including, but not limited to, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).
- 16.2 Unless required by law, the User's personal data shall not be transferred without the User's prior consent to persons other than the Program Manager and their suppliers, including Mastercard International Incorporated and its affiliates, for the purpose of processing Transactions and for their statistical and analytical research.
- 16.3 For verification and security purposes, such as the use of strong user authentication (SCA) measures, the Program Manager is required to collect certain personal data, including a mobile phone number. This data shall be passed on to external service providers as required to administer strong authentication measures.
- 16.4 The User's personal data shall not be processed for marketing purposes unless the User has given prior consent.
- 16.5 The User's personal data shall not be disclosed to third parties except when it is necessary to provide them to the authorized personnel of the Program Manager and the Manager's affiliates and service providers responsible for technical operations, including hosting providers, technical processors such as Prepay Technologies Ltd (member of the Edenred Group), identity verification service providers (if applicable), IVR and connection of record providers (phone) and payment networks such as MasterCard.
- 16.6 In compliance with applicable legislation, the User has the right to access, rectify or object to the use of their personal data for direct marketing purposes and to withdraw their consent when the processing of the User's personal data is based on the User's consent. Under certain circumstances and in accordance with the conditions prescribed by law, the User also has the right to restrict the processing of personal data.
- 16.7 The User can exercise their rights by contacting the Program Manager at [rodo-pl@edenred.com](mailto:rodo-pl@edenred.com).

## 17. CONTACTING CUSTOMER SERVICE

- 17.1 The User can always report a lost or stolen Card via [www.myedenred.pl](http://www.myedenred.pl) or in MyEdenred mobile app available to the User 24 hours a day, 7 days a week.
- 17.2 If the User requires assistance in regards to the scope of these Terms and Conditions or wishes to report a lost Card or its theft, they can: (a) contact the automated phone service available 24 hours a day, 365 days a year on 22 481 39 08; (b) also contact Customer Service on 22 2 927 927, on working days, between 9 a.m. and 5 p.m., Monday to Friday. The cost of the call is calculated according to the rates of the operator.
- 17.3 In matters relating to Google Pay and Apple Pay mobile payments, the User can contact Customer Service on 22 209 82 78, on working days, between 9 a.m. and 5 p.m., Monday to Friday. The cost of the call is calculated according to the rates of the operator.

## 18. GENERAL PROVISIONS

- 18.1 Any delay or failure to exercise any right or remedy in compliance with the Terms and Conditions by the Issuer or the Program Manager shall not be construed as a waiver of that right or remedy and shall not preclude its exercise at any later date.

18.2 If any provision of the Terms and Conditions is found to be unenforceable or unlawful, the remaining provisions shall remain in full force and effect.

18.3 Unless otherwise specified, no third party shall have the right to enforce any of the provisions of these Terms and Conditions; however, Mastercard International Incorporated and its affiliates may enforce any of the provisions of these Terms and Conditions.

18.4 The Terms and Conditions are governed by Belgian law, and the User agrees to the exclusive jurisdiction of the Belgian courts.

18.5 Mastercard and the Mastercard® trademark are registered trademarks of Mastercard International Incorporated. Google Pay is a trademark of Google Inc. Apple Pay; the Apple logo, iPhone, iPad, Apple Watch, Touch ID, and Face ID are trademarks of Apple Inc.