



Terms & Conditions E-Wallet Holders

Intersolve Payments B.V.

Intersolve Payments B.V., located at Fonteinkruis 4, 3931 WX Woudenberg, the Netherlands and registered at the Chamber of Commerce number: 32159718 ("Intersolve") has the ability as licensed E-Money Institution (in accordance with art. 1:1 of the Dutch Financial Supervision Act – FSA) to issue e-wallets and processes any associated payments. Intersolve is listed in the register of electronic e-money institutions with the Dutch Central Bank (<http://www.dnb.nl/toezichtprofessioneel/de-consument-en-toezicht/registers/WFTEG/index.jsp>). Intersolve is supervised by the Dutch Central Bank and the Financial Markets Authority. The funds representing the Balance on the e-wallet are held by a separately established foundation. The foundation's main purpose is to keep any received funds representing the Balance separate from the assets of Intersolve in order to ensure payment of the Balance to a seller (also an E-Wallet Holder) and to continuously fulfil repayment obligations towards E-Wallet Holders as set forth in article 4:31 FSA. Depending upon the chosen Payment Method, the Balance on the Payment Method may represent electronic money as issued by Intersolve – under the brand of the involved Program Manager – to you as "Holder" of the E-Wallet, or money that Intersolve collects for payment (if you are also a Recipient). The Program Manager is not a party to the agreement between the Holder and Intersolve.

1. Definitions

Under these Terms and Conditions the capitalized words have the following meaning:

- **Balance:** the amount (in EUR) of (electronic) money that is available on the Payment Method selected by the Holder;
- **Distribution Points:** an official sales location of a Payment Method, more specifically relating to gift cards, as referenced on the Program Website;
- **Electronic Money:** stored monetary value as represented by a claim on Intersolve which is issued on receipt of funds for the purpose of making Payment Transactions;
- **Expiry Term:** five years after the purchase of a gift card as Payment Method or – if this cannot be determined – the moment after activation of the gift card, eg. the first executed Payment Transaction with the card. The Program manager and Intersolve may deviate from this term if the calculation guidelines of the Dutch Central Bank permit it. The Holder will be notified thereof via the Program Website. For other Payment Methods, there is no expiry term.
- **Holder:** a natural or legal person that holds a Payment Method in order to execute and/or receive Payment Transactions;
- **Payment Method:** a gift card, payment card or other product on which Electronic Money is stored, such as an e-wallet or prepaid card, as issued by Intersolve. For gift cards additional terms in relation to the limited validity period and purchase of the card (as set forth in article 12 and any other terms as set forth in an appendix to these terms) may apply.
- **Payment Transaction:** the upload of the Payment Method (to the extent possible – for instance with a reloadable payment card or e-wallet), and/or transfer of (electronic) money to a third party holder as indicated by the Holder, which transfer can relate to the purchase of a good or service or for (the repayment) of a Loan;
- **Program Manager:** the person that maintains the platform on which Holders can initiate Payment Transactions, as listed on Intersolve's website;
- **Program Website:** the website of the Program Manager where the Holder can find information on the specific Payment Method.
- **Recipient:** a company, institution and/or (internet) shop that accepts the Payment Method as payment by the Holder for the purchase of its goods and/or services. Please check the Program Website for an overview of all Recipients. A Recipient may also be a Holder of a Payment Instrument;
- **Repayment:** the transfer made by Intersolve upon request by a Holder which results in a payment of any held Balance in EUR back to the Holder, taking into consideration any fees due.

2. Applicability

1. These terms and conditions apply to any and all legal relationships between Intersolve and the Holder. It is not possible for Intersolve to supply these terms prior or during the purchase of or registration of the Payment Method (eg. the closure of the agreement) by hand to the Holder. The agreement with the Holder is entered into via electronic means. With the purchase of the Payment Method or opening of the e-wallet, the Holder explicitly confirms and accepts the provision of the terms and conditions via electronic means. The general terms and conditions are available at Intersolve for review, may be consulted at the website www.intersolve.nl and are available at the Chamber of Commerce. At first request, these terms and conditions will be sent to Holder at no charge.
2. The Holder that has purchased a Payment Method at a Distribution Point, reserves the right to – within three days – request Intersolve Repayment of the Balance, in the event the Holder: (i) does not accept these terms; (ii) cannot accept that the terms were not delivered by hand before or during the purchase; or (iii) desires to withdraw his/her explicit consent to receive the terms via electronic means. In the event the Payment Method is a physical product, Holder must immediately return it to Intersolve. Intersolve shall repay any Balance. This article only applies in the case the Holder is a natural person and does not act for a company or professional business. Further, the rights in this article do not apply if the Holder has performed a Payment Transaction with the Payment Instrument within the above referenced days.
3. The Holder may terminate this agreement at all times. Intersolve has the right to terminate this agreement in the event: (i) that the relationship between the Program Manager and the Holder terminates; (ii) of article 6; (iii) that the Holder fails to fulfil its obligations under this agreement for a prolonged period; or (iv) that the information provided by the Holder during registration is inaccurate or incomplete (to the extent applicable). In the event that the Payment Method is an e-wallet, as soon as the agreement is terminated, the Holder will have no longer access to its e-wallet. The Repayment obligation of Intersolve in accordance with article 6 shall remain in effect. In the event the Payment Method is a gift card or payment card, the Holder shall retain the right to make Payment Transactions with its Balance or request Repayment as per article 6, however the Holder will no longer be permitted to reload the card (to the extent possible). All Payment Transactions after termination of the Agreement shall remain subject to these terms and conditions.
4. To the extent the Payment Method is not anonymous, after acceptance, the Holder will receive login details allowing access to the

Payment Method. In the event of rejection, Intersolve shall inform the applicant and provide the reasons therefore, via the email address indicated. In accordance with its legal obligations (under anti-money laundering and terrorist financing regulations), Intersolve may be required to identify the Holder prior to acceptance. The Holder acknowledges that Intersolve retains the right to reject the applicant in the event not all required information/ documentation is supplied or in the event that – on the basis of the supplied Know Your Customer (KYC) documentation, Intersolve does not want to accept the applicant as customer.

5. Certain other terms of use may apply to the use of the platform of the Program Manager. Intersolve is not a party to the legal relationship between: (i) the Holder and third party holders; and (ii) the Holder and the Program Manager and is therefore not liable for any acts or omissions of either one of those parties in such relationship.

3. Use of the Payment Method, Balance and Payment Transactions

1. For any Payment Methods that are not anonymous, every natural person older than 18 years (or with permission from his/her legal guardian) and competent, or legal person, living or located in the Netherlands, may use the Payment Method, after acceptance thereof by Intersolve (if applicable). Natural persons are expected to utilize the Payment Method for non-commercial purposes. In the event of a legal person, the company shall appoint an employee as manager of the Payment Method.
2. The Holder declares, during registration, to Intersolve that he/she – at the moment of registration and throughout the relationship: (i) is at least 18 years old and legally competent (or acts with permission of a guardian) or a legal person; (ii) acts in his/her own name and for his/her own account (or that the appointed person is authorised to perform actions on behalf of the company); and (iii) declares that all information and documentation as provided or to be provided to Intersolve is accurate, complete and up-to-date.
3. Registration of Electronic Money on the name of the Holder is subject to actual receipt of the monetary value minus any agreed costs if any.
4. The Holder can check the Balance available on his Payment method at no charge via the Program Website. The administration of Intersolve shall constitute full evidence of the Balance, unless proven otherwise by the Holder.
5. With the Payment Method, Holder may perform Payment Transactions for products and/or services of Recipients or – in case the Holder is also a Recipient – to accept Payment Transactions. The Holder is required to verify that his Balance is sufficient in order to execute Payment Transactions before he/she initiates an order. The Holder hereby authorizes (which authorization is irrevocable) , and to the extent necessary orders, Intersolve to pay the monetary value involved in the Payment Transaction to the Recipient. The Balance will be deducted on the moment that the Holder performed the payment. The Holder is deemed to have consented to the payment order on the moment the Payment Method is handed over to the Recipient (in physical shops) or the steps on the payment page of a Recipient's website are performed. After that, the Holder can no longer revoke the Payment Transaction.
6. The Holder can make payments with the Payment Method up until the amount of the Balance. The Holder can spend the Balance on Payment Methods at once or on numerous occasions until the total Balance is spent. In the event the Balance on the day of an order is lower than the Payment Transaction, the order will be declined by Intersolve and the Holder shall be notified of such decline. Depending upon the specific functionalities of a Payment Method, it can be reloadable or not. The Holder can load the Balance in accordance with article 3.3.
7. In the event that the Recipient is also a Holder of a Payment Method (e-wallet), additional terms in relation to receipt of the Payment Transactions will apply as follows. In the event a buyer (in this case a third-party holder) initiates a Payment Transaction in accordance with article 3.3, the Electronic Money shall be debited from the Payment Method of the third party holder and paid to the seller/ service provider (also Holder) by means of adding it on the Payment Method of the Holder, in accordance with the instructions of the buyer.
8. Notwithstanding article 6.1, In the event the Balance is above 250 EUR per month (in the event the Payment Method on which the value is stored cannot be reloaded), or the Payment Method holds a payment transaction limit of more than 250 EUR per month, or the Payment Method cannot only be used in the Netherlands, Intersolve is required to identify the Holder in accordance with the applicable anti-money laundering and terrorist financing laws. The Holder shall provide any requested information and documentation at first demand.
9. In the event the Payment Method (not an e-wallet) is registered on the name of the Holder, the following applies: accounts for Payment Methods that are inactive for a period longer than 12 months, will receive an inactivity reminder via e-mail, followed by a second reminder a month later. In the event no response is provided by the Holder or in the event the Holder has deceased, Intersolve reserves the right to close down the Payment Method or keep it active for the sole purpose of Repayment. The right to Repayment can expire after a certain period of time, as promulgated by law. In the case of a deceased Holder, Repayment can only take place to the successor or heir of the Holder.

4. Loss, Theft or Misuse

1. Not all Payment Methods are issued on the name of the Holder, such as certain gift cards and/or payment cards. In such cases, the Holder will receive a unique code that is only submitted once. In the event of loss, theft, damage or misuse of an anonymous Payment Method, the Holder shall not be able to recover the Balance. The Holder does not have the right of replacement or Repayment of the (remaining) Balance. Other Payment Methods and certain gift cards and/or payment cards do offer the possibility to register in which case the Payment Method can be issued on the Holder's name. In such cases, the Holder is required to inform the Program Manager of any loss, theft, damage or misuse of the Payment Method and the (remaining) Balance shall be made available to the Holder by issuance of a new Payment Method and blocking of the old Payment Method.
2. The Holder is solely responsible for the use of the Payment Method and shall be required to secure its access codes and follow any instructions on the relevant Program Website, of these terms and conditions and/or from the Recipient carefully. The risk of loss of the Balance as a result of non-adherence to the user instructions on the referenced websites or these terms and conditions is borne by the Holder.
3. The Holder shall not use the Payment Method, name or login of any other holders or provide his/her login to any third parties. The risk of loss of Balance due to any non-compliance with the user instructions are borne by the Holder up until 50 EUR. However, Intersolve shall never be liable in the event of fault of the Holder, such as gross negligence, willful misconduct, deliberately sharing details with third parties, late notification, fraud or non-compliance with his/her obligations in relation to use of the Payment Method as set forth herein.
4. The Holder cannot claim that Intersolve has not executed a Payment Transaction properly after a successful payment.

5. The Holder shall immediately notify Intersolve of any loss, theft or misuse of the Payment Method, after which Intersolve shall suspend access to the Payment Method (to the extent it is not anonymous).

5. Suspension

1. Intersolve may suspend, without notice, access and use of certain Payment Method, without incurring any further liability, and shall take such action in the event that – to Intersolve's judgment – there are circumstances of (or there seem to be) unauthorized use, fraud, misuse or any other irregularities .
2. After suspension in accordance with article 5.1, Intersolve shall initiate an investigation. After such investigation, Intersolve shall determine to either: keep the Payment Method suspended, repay any (remaining) Balance to the Holder (by giro), replace or lift the suspension of the Payment Method in the event the reasons for suspension no longer exist. At any time during a suspension of the Payment Method, the Holder cannot make or receive any Payment Transactions or initiate a request for Repayment.
3. In the event of suspension of a Payment Method in accordance with article 5.1, Intersolve or the Recipient (on behalf of Intersolve) shall inform the Holder about the suspension and the reasons thereof (unless prohibited or desirable from a security perspective) on the moment the Holder initiates a Payment Transaction with a Recipient. Under no circumstances shall Intersolve be liable for any damages caused by any suspension or block of a Payment Method pursuant to this article.

6. Repayments

1. The Holder may issue a request for Repayment via the email address as listed on the Program Website or in accordance with the instructions on the website of Intersolve (www.intersolve.eu). In the event a Holder initiates a request for Repayment, Intersolve shall have the right to require further documentation (such as an ID copy or proof of bank account ownership) before executing such request. Intersolve may suspend the Repayment up until the moment the requested documentation is provided by the Holder.
2. Intersolve shall, at request of the Holder, (re)pay the (remaining) Balance within 14 days by depositing such funds in EUR on a bank account in the name of the Holder. The Repayment obligation does not apply to any savings or loyalty programs that has added points and/or discounts to the Balance for discount on Payment Transactions, but which cannot be transformed into money. Intersolve may refuse any such request in the event it has reasons to believe that there are circumstances of fraud, wilful misconduct or gross negligence by the Holder.
3. Intersolve has the right to charge a fee when executing its Repayment obligation. Intersolve shall charge, in accordance with the regulatory provisions of article 7:521a of the Dutch Civil Code, the actual bank charges for the transfer and a contribution to the administrative costs of Intersolve. Intersolve may require the Program Manager to fulfil the Repayment obligation.
4. Intersolve shall provide an end statement including the fee charged and the Holder hereby agrees that any such fee shall be deducted from the Balance that will be repaid. In the event the (remaining) Balance is lower or equal to the fee, the Repayment obligation of Intersolve shall cease to exist and the Balance will be settled with the costs.
5. The procedures for Repayments are specified by the Program Manager and pursuant to the terms of use of its platform or program.
6. In the event of a decease, the Repayment can only be made to the successor or heir of the Holder. This person will need to provide Intersolve with documents to prove his heritage.

7. Other Obligations Intersolve

1. Intersolve performs its services with due care and skill. Notwithstanding the foregoing, it is not possible to guarantee uninterrupted use of the Payment Method, as many external factors are involved, including the cooperation of the Recipients and the functioning of the computer and telecom systems of Intersolve, Recipients and/or third parties.
2. Intersolve shall not be liable for any inability (either temporary or permanent) to use the Payment Method to the fullest extent possible.
3. In the event the Holder identifies a (technical) failure or error to the Payment Method that limits or prevents the use of the Payment Method, which failure existed during the registration, the Holder may request Intersolve to place the Balance at a replacing Payment Method at no charge. The Holder can contact the support department via the email address as listed on the website of Intersolve.
4. The foundation of Intersolve shall properly hold the Balance belonging to the Holder in accordance with regulatory requirements. No interest is due on the Balance.

8. Non-Fulfilment and Liability

1. Intersolve shall not be liable for any damages arising out of the acts and/or omissions of a Recipient in relation to the supply of goods and/or services which have been purchased with the Payment Method. Any disputes in relation thereto are to be settled with the Recipient.
2. Intersolve shall not be liable for indirect, special, incidental, punitive or consequential damages of any kind or nature whatsoever arising from or related to Intersolve's non-fulfilment of its obligations, tort or any other legal ground, unless caused by wilful misconduct or gross negligence of Intersolve.
3. In the event and to the extent that Intersolve is liable to compensate the Holder, then the maximum liability of Intersolve shall be equal to the outstanding Balance on the day the claim that has led to the damages has occurred.
4. This limitation of liability shall not apply in the event of wilful misconduct, gross negligence, fraud, death or personal injury.

9. Personal Data and Privacy

- 9.1 In the event that the Holder holds a Payment Method that is not anonymous and that has been registered on the name of the Holder, the following shall apply. The personal data provided by the Holder (in relating to the Holder himself or the designated employee of the Holder) are collected and processed for the purpose of opening and maintaining the Payment Method and executing any related Payment Transactions and Repayments.
- 9.2 Intersolve shall, while processing the personal data, comply with the EU General Data Protection Regulation, which shall mean that Intersolve: (i) shall only use such personal data as required for the performance of its legal obligations and its contractual obligations under these terms and conditions; (ii) only share the personal data with third parties if required for the performance of its obligations towards the Holder; and (iii) shall only retain any personal data in order to fulfil its legal obligations and its contractual obligations



under these terms and conditions.

- 9.3 The Holder accepts (and hereby consents) that its personal data may be shared with third parties as determined in Intersolve's privacy policy (www.intersolve.nl/privacy-policy).
- 9.4 At any moment, the Holder has the right to request insight in and a copy of any personal data processed, including the right to rectify or request to be forgotten via operations@intersolve.nl.

10 Fees

- 10.2 For the use of certain Payment Methods, in accordance with the general terms and conditions of the Program Manager, fees may be due to Intersolve and possibly the Program Manager.
- 10.3 Intersolve settles any fees due by Holders with the Balance.
- 10.4 The Holder must contact the Program Manager in the event of any questions or complaints about settled fees.

11 Other provisions

- 11.2 Intersolve retains the right to outsource (a part of) its obligations to a third party, in the event it deems so required, but always in accordance with the conditions as set forth under applicable laws.
- 11.3 The payment functionality of the Payment Method may be altered, expanded, limited and terminated. Such changes will never take place prior to two months notice and shall not affect the Repayment obligations of Intersolve upon the Holder's request, pursuant to article 6.
- 11.4 Intersolve has an internal complaint procedure for complaints relating to the use of its Payment Methods. A Holder may notify Intersolve in writing of any complaints via the address as provided at www.intersolve.eu/klachten. Complaints will need to be notified to Intersolve within two months after the complaint or failure has arisen. with Holder will be notified of receipt of the complaint within seven working days. If the complaint cannot be resolved within four weeks to the satisfaction of the Holder, the Holder may resort to the he Financial Services Complaints Tribunal (Kifid – www.kifid.nl).
- 11.5 A Holder may also file any legal proceedings with the competent Dutch courts. These terms and conditions shall be governed by the laws of the Netherlands. Any legal action or proceeding arising out of or in connection with this Agreement shall be brought before the competent court of Utrecht, the Netherlands, to the event permissible under applicable laws.
- 11.6 Intersolve has the right to change these terms and conditions, which change shall not take effect prior to two months notice. The most recent version and the announcement of any changes to the terms and conditions are published at [the website of Intersolve and the Program Website](#). Holders may request a paper or electronic version of the terms via the website or the telephone number as indicated at the website.
- 11.7 If a Holder continues to make use of the Payment Method without notifying Intersolve before the date of a change to the terms of conditions in accordance with article 11.6 taking effect, the Holder shall be deemed to have accepted the changes and the newest terms and conditions. The Holder has the right to terminate the agreement at no costs before the date of any new terms coming into effect. The Holder shall immediately cease the use of the Payment Methods and shall be required to file a request for Repayment in accordance with article 6.
- 11.8 Since the terms and conditions may be amended from time to time, including any (maintenance) fees as references in these terms, Intersolve advises Holders to, each time, review the then-current terms before any use of a Payment Method.
- 11.9 If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. Parties shall agree upon any new provisions to replace such invalid or unenforceable provisions, while taking into consideration – as much as possible – the initial goals and scope/ effect of the invalid or unenforceable provisions.

12 Additional terms gift cards

- 13.1 On the moment the purchase amount of the gift card is received by the Distribution Point, the Holder shall be deemed to have paid Intersolve.
- 13.2 On the moment the on the gift card written Expiry Term has passed (to the extent applicable), Recipients will no longer accept the relevant gift card as payment method. A gift card cannot be reloaded. Repayment of the remaining Balance can be done in accordance with article 6.
- 13.3 If the gift card is purchased online, additional costs, supply terms and cancellation terms of the relevant internet shop will apply.
- 13.4 The gift card cannot be traded, but can be provided, free at charge, to one subsequent holder only for the latter's use of the gift card. The subsequent holder shall not retain the rights as referenced in article 2.2. Any Holder that distributes gift cards at a charge in breach of this article, shall indemnify Intersolve from any claims of subsequent holders of such cards that arise directly or indirectly out of the succession. Intersolve does not accept any liability for any gift cards not purchased at a Distribution Point.
- 13.5 In deviation of article 6.1, Intersolve is legally required to, during the Expiry Term, at request of a Holder of a gift card, within 14 days, immediately repay the (remaining) Balance at any time by transfer of the Balance in EUR on a personal bank account of the Holder at a Dutch bank. Intersolve may refuse to fulfil such request in the event Intersolve reasonably suspects any act of fraud, misconduct or gross negligence by the Holder.
- 13.6 In deviation of articles 6.2 and 6.3, Intersolve retains the right to charge a fee for Repayment only in the event that the request for Repayment by the Holder is made prior to expiry of the gift card or in the event the request is made after more than one (1) year after the Expiration Term has passed. The costs of article 6.4 shall apply.
- 13.7 Further, Intersolve has the right to, after the Expiry Term has passed, to deduct from any remaining Balance a reasonable periodical fee to cover its costs. The costs are referenced in any other terms in relation to specific Payment Methods, as attached hereto. In the event the costs charged exceed the Balance, Intersolve shall notify the Holder thereof when he/she makes Repayment request and the remaining Balance on the gift card will expire.
- 13.8 The agreement automatically expires or terminates if: (i) the Expiry Term on the gift card has passed, notwithstanding Holder's rights of Repayment; or (ii) the (remaining) Balance of the gift card is used or the Holder has exercised its right of Repayment.