



**INTERSOLVE  
PREPAID VISA CARD  
TERMS AND CONDITIONS**

This agreement (“**Terms**”) set out the terms and conditions relating to the use of the Intersolve Prepaid VISA Card and constitutes a binding agreement between You and Us.

"**You**" and "**Your**" means the Cardholder, as defined below.

The Card is issued by Enfuce License Services Ltd (“**Enfuce**”, “**We**”, “**Our**” or “**Us**”), a company incorporated in Finland with registered address Metsänneidonkuja 12, 02130 Espoo, Finland and company registration number 2992502-3. Enfuce is supervised by the Finnish Financial Supervisory Authority and is authorised to issue card payment instruments connected to the Card Scheme (as defined below) network.

The Card is provided to You in collaboration with Intersolve Payments B.V (see below for further details) which is referred to in these Terms as the “**Program Manager**”. The Program Manager is authorised and supervised by De Nederlandsche Bank as an Electronic Money Institution (DNB number F0027) and is responsible for the issuing of electronic money and safeguarding of funds loaded onto the card (see below for further details). The Program Manager also provides You with the User Interface, provides Customer Services and performs certain activities related to the administration and management of the Card Program on Our behalf.

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

**Card Program Description**

<b>Type of Card:</b>	Physical prepaid card.
<b>Card funding:</b>	<p>The Card is a reloadable prepaid card funded by The Netherlands Red Cross B.V. (“<b>Red Cross</b>”).</p> <p>The Card is an electronic money product. Funds loaded onto the card are provided by Red Cross to <b>Intersolve Payments B.V</b> (i.e. the Program Manager), who issues electronic money to Red Cross in exchange for such funds. The Program Manager safeguards those funds in accordance with Applicable Laws.</p> <p>The funds representing the balance on the card are held by a separately established foundation. The foundation’s main and sole purpose is to keep any received funds representing the card balances as set forth in article 4:31 FSA and separate from the assets of Intersolve and Red Cross in order to execute payments to a seller.</p> <p>Please note that You will not own the funds representing the balance on the card, as these funds are owned by Red Cross and you are only permitted to spend them as set out in these Terms. You will not have recourse to a Deposit Guarantee Scheme in respect of any funds loaded onto the Card.</p> <p>The Card cannot be re-loaded by You and will be periodically re-loaded by Red Cross.</p>
<b>Card Issuer:</b>	The card is a payment instrument issued by <b>Enfuce License Services Ltd</b> , a company incorporated in Finland with registered address



	<p>Metsänneidonkuja 12, 02130 Espoo, Finland and company registration number 2992502-3. Enfuce is authorised by the Finnish Financial Supervisory Authority to provide payment services.</p> <p>The payment services provided to You by Enfuce include the issuing of the card as a payment instrument and executing card transactions. Please note that Enfuce is not issuing electronic money in exchange for the card load funds, as this regulated activity is performed by the Program Manager.</p>
<b>Card Scheme:</b>	Visa
<b>Denominated Currency:</b>	EUR
<b>Program Manager:</b>	<p>Intersolve Payments B.V, business identity code 32159718, is a company incorporated in the Netherlands with its principal office at Fonteinkruid 4, 3931 WX Woudenberg.</p> <p>Program Manager is authorised and supervised by De Nederlandsche Bank as an Electronic Money Institution (DNB number F0027).</p>
<b>User Interface:</b>	<p>Website: <a href="http://www.intersolve.eu/prepaid">www.intersolve.eu/prepaid</a></p> <p>The User Interface enables activation of the Card, checking the Available Balance and viewing of the PIN.</p> <p>If you wish to view Transactions, block or unblock the Card and/or raise queries relating to the Card, please contact Customer Services (details in the Schedule).</p>
<b>Transaction limits:</b>	<p>EUR 150 maximum balance</p> <p>EUR 150 maximum total transactions value per month</p>
<b>Card use:</b>	<p>Permitted use: Point of sale and contactless transactions at supermarkets, fruit and vegetable stores, bakeries, butchers, and market food stalls only.</p> <p>Territory: The Netherlands only.</p> <p>ATM withdrawals: Not permitted.</p> <p>Other restrictions on use: mobile, e-commerce or mail or telephone transactions are not permitted.</p>

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 via the User Interface. If You refuse to accept these Terms then We will not be able to activate the Card. These Terms in force at the time of Your application will be displayed on the User Interface.

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 note that the Program Manager is not a party to this agreement and Your relationship with the Program Manager is governed by a separate agreement, referred to in these Terms as the Program Manager Agreement.

Please read 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 all applicable laws, including statutes, statutory instruments, regulations, court decisions and judgements, any requirements, guidance or code of practice stipulated by an applicable Regulatory Authority, and including 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.

“**ATMs**” means automatic teller machines where You may withdraw cash if this functionality is enabled for Your Card (as specified in the Card Program Description above).

“**Available Balance**” means the amount of pre-loaded funds available to be used by You on the Card, subject to any transaction limits, as specified in these Terms.

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

“**Card**” means the card payment instrument specified in the Card Program Description above, issued to You by Us in the Denominated Currency. References to the Card include all Security Details.

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

“**Cardholder**” means You, the person to whom the Card is issued.

“**Customer Services**” means the support provided by the Program Manager to You and other cardholders 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 User Interface.

“**User Interface**” means the website, subsites or mobile applications provided to You by the Program Manager under the Program Manager Agreement where You may perform certain operations in relation to Your Card, as specified in the Card Program Description.

“**Personal Data**” means any personal identity details relating to your application for the Card and 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 Policy.

“**PIN**” or “**PIN Code**” means the personal identification number used to authorise Transactions made using the Card, as provided to You by Us or, if Your User Interface has this functionality, as set by You.

“**POS**” means a point-of-sale terminals used by retailers (i.e. merchants) to take card payments.

“**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 User Interface and any terms applicable to any additional services provided to You by the 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 relating to the Card and the Card use given by You when applying for the Card, for example, Your personal details or password, or information provided by Us or the Program Manager to You from time to time, for example, card PIN, Card number or password associated with your account on the User Interface.

“**Transaction**” means Your use of the Card to make a payment or a purchase of goods or services from a merchant.

## **2 Eligibility and other checks**

- 2.1 Your application for the Card may require certain eligibility and other checks, for example, to verify Your identity. These checks will be carried out by the Program Manager on Our behalf. You must provide all information and documentation requested by the Program Manager to carry out any such checks.
- 2.2 All information provided by You must be accurate and truthful to the best of Your knowledge. You must promptly notify Customer Services if any of the information provided by You as part of Your Card application changes, or, if such functionality is available, update Your information in the User Interface. You must notify all 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) will also have 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 the Program Manager, We may be unable to process Your Card application and/or any Transaction, or even suspend Your Card and ultimately terminate this agreement with You.



2.5 All applications are at Our discretion, and We may refuse to accept Your application. We may also suspend Your Card and terminate this agreement with You in the circumstances set out in these Terms, including under clause 11.

### **3 Purpose of the Card**

3.1 The Card is a payment instrument featuring immediate authorisation of Transactions and immediate debit of Available Balance (i.e. a reduction of the Available Balance as a result of a successful Transaction).

3.2 The Card is issued by Us at Your request made to the Program Manager and upon acceptance of said request by Us. Physical Cards will be sent directly to You at the address specified on the Card order request completed by You via the User Interface.

3.3 The Card can be used in the manner specified in the Card Program Description.

3.4 The Card remains at all times Our property and must be returned to Us or destroyed upon Our request. The use of the Card is personal to You. You cannot assign Your rights under these Terms, and You are strictly prohibited from allowing any third party to use the Card. The authorisation for You to use the Card may be removed at any time, in accordance with clause 12 below.

3.5 There is no interest payable to You on the Available Balance of the Card and no funds loaded onto the Card amount to a deposit with Us or the Program Manager.

### **4 Use of Card**

#### **4.1 Activation and Use of the Card**

4.1.1 Your Card must be activated by You within the notified time. An activation procedure will be provided with the Card. You must know and follow the steps required to activate Your Card.

4.1.2 The Card 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 Available Balance.

4.1.4 You agree to accept a credit to the Card (i.e. an increase in the Available Balance) if You are entitled to a refund for any reason.

4.1.5 We are not responsible for ensuring that merchants will accept Your Card.

4.1.6 Some POS terminals are not connected in real-time to the Card Scheme approval network and may not be able to accept Your Card. We accept no responsibility, and will not be liable for any inability to use Your Card in such POS terminals.

4.1.7 The Available Balance will need to be pre-loaded by Red Cross before the Card can be used. The Card funding process is described in the Card Program Description. 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.

4.1.8 The Card can only be used if it has sufficient Available Balance to complete a Transaction. 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.



- 4.1.9 If the Available Balance is insufficient to pay for a Transaction the Card may be declined.
- 4.1.10 If (in exceptional circumstances or in error) We process any Transaction despite insufficient Available Balance, We will deduct such amounts from any subsequent top-ups or other payments increasing the Available Balance or, if there is no sufficient Available Balance, we may ask You to repay such amounts.
- 4.1.11 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 the merchant agree a refund, the merchant may process the refund via a POS. Amounts credited to the Card as refunds will 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 exceeds the amount of the refund, the amount in excess may later be deducted from Your Available Balance.
- 4.1.12 You may spend the Available Balance on the Card at any time prior to its termination or expiry date, but you cannot redeem any unspent funds, as these belong to Red Cross and will be returned to Red Cross when the Card is terminated or expires.
- 4.1.13 You may obtain certain information concerning the Card, its Available Balance and recent Transactions via the User Interface or by contacting Customer Services.

## 4.2 Temporary Blocking of the Card

- 4.2.1 You may request to have the Card to be blocked or unblocked by contacting Customer Services.
- 4.2.2 Blocking Your card will not satisfy Your obligation to inform Us of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the Security Details. Please see clause 8 for further details on what to do in these circumstances.
- 4.2.3 In certain circumstances, as set out in these Terms, in particular in clause 10, we may need to suspend (i.e. block) Your Card. If We have to suspend Your Card, You will be notified by e-mail or via the User Interface. If possible, You will be notified prior to the suspension of Your Card, and at the latest, immediately after. However, in exceptional circumstances, if 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, we may suspend Your Card without prior notification. We will try to reduce the duration of the suspension, but the decision to unblock the Card will be at Our discretion.

## 5 Card Limits

- 5.1 The Card use limits are listed in the Card Program Description.
- 5.2 Each time the Card is used, the value of the Transaction will be debited from the Card, meaning that they will reduce the Available Balance on the Card. If the value of the Transaction exceeds the Available Balance on the Card the Transaction will be declined.
- 5.3 If, for whatever reason, We are unable to charge to Your Card Available Balance any other sums due to Us under these Terms (for example for incorrect refunds), You agree to make the payment as soon as possible following receipt of a payment request from Us or the Program Manager.

## 6 Card Security



- 6.1 You must sign the back of the physical Card as soon as You receive it.
- 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 and its Security Details (including the PIN) safe by taking appropriate measures, including, but not limited to, the following:
  - i. never allowing anyone else to use the Card and never sharing the PIN or other 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 (i.e. chip) on the Card;
  - iv. complying with any reasonable instructions We or the Program Manager give about keeping the Card and the PIN safe and secure;
  - v. choosing strong passwords that mix alpha and numeric characters when managing the Card via the User Interface;
  - vi. shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
  - vii. 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 will never be required to provide the PIN by telephone or on the internet in order to pay for goods or services or carry out any other Transaction. If anyone asks You to reveal a PIN, you should refuse to do so and report the incident to Customer Services.
- 6.5 PIN may be disabled if an incorrect PIN is entered three (3) times at a POS. If the PIN is disabled, You should visit the User Interface or contact Customer Services to reactivate the PIN. There may be a twenty-four (24) hour delay in reactivating the PIN.
- 6.6 You must ensure that the Transactions that You will undertake using the Card do not contravene any Applicable Law and that You will at all times comply with all Applicable Laws in relation to the use of the Card.
- 6.7 You must not under any circumstances send active and/or loaded Card to Us, the Program Manager 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 User Interface are not controlled or owned by Us so We cannot guarantee that they will be secure or that they will function at all times and We accept no liability for their 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. For POS Transactions using a physical Card, You may be asked to authorise them by, where applicable: a) typing Your PIN, into a POS terminal (i.e. chip and PIN payment terminal); or b) signing a sales voucher. Transactions up to €50 may be authorised simply by tapping Your Card (or mobile device if an electronic wallet is enabled for the Card) against a contactless POS terminal. However, contactless Transactions above €50 will require additional authorisation step, for example entering Your PIN into the POS terminal.
- 7.2 Once You have given Your consent to the Transaction, it will be deemed to have been authorised by You.



- 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. You should notify Customer Service of any problems experienced using the Card or report the issue via the User Interface and We will try 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 PIN or other Security Details or has carried out an unauthorised Transaction, You must: (a) stop using the Card; (b) notify Customer Services directly; and (c) block Your Card via the User Interface, if such functionality is available. You must do this as soon as possible on becoming aware of the loss, theft, misappropriation or unauthorised use of the Card. Unless already blocked by You via the User Interface, the Card will 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:
- i. We suspect that the Card, PIN or any other Security Details have been, or are likely to be, misused;
  - ii. if any Transactions are deemed to be suspicious and/or are identified as being fraudulent;
  - iii. if We have reason to believe that You have broken an important condition of these Terms related to the 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 Customer Service **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 Customer Service 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 we become aware of an unauthorised Transaction unless We have reasonable grounds for suspecting fraud.
- 9.4 **You will not be entitled to a refund in respect of an unauthorised Transaction if:**





- a) You did not notify Customer Service as soon as You become aware of the unauthorised Transaction (and in any case within thirteen (13) months from the date when such unauthorised Transaction took place);
- b) 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 €50. In this case, any refund issued by Us would relate to the value of the unauthorised Transaction in excess of €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 Customer Services 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 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 use of 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 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. We will also 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 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 these Terms, 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 You agree to compensate Us in full for any losses We suffer if You have acted fraudulently, been negligent or have misused the Card or any of the services which We provide to You.
- 10.3 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), which may arise in connection with these Terms. For all intents and purposes of the 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 will continue in force until the 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 You by sending at least thirty (30) days' written notice to Customer Services.
- 11.4 We can terminate these Terms and cancel Your Card by sending You at least two (2) months' written notice. Our notice may be delivered to You by the Program Manager on our behalf, including via the User Interface.
- 11.5 During the termination notice period, all Available Balance on pre-funded or debit Card(s) Cards must be either spent or redeemed by You in accordance with Clause 11.7.
- 11.6 Once a Card has been cancelled, or 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 and chip. 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.
- 11.7 In accordance with Clause 4.1.12, any remaining funds left on the Card after its cancellation or expiry will be returned to Red Cross by the Program Manager.

## **12 Our additional termination and suspension rights**

- 12.1 We reserve the right, at Our discretion to terminate these Terms, or to suspend the use of the Card (i.e. block it), 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 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 User Interface or Card processing facilities);
- viii. You fail to provide the Personal Data necessary for Us to comply with Our legal obligations and to fulfil these Terms;
- ix. You haven't given Us the information We need or We believe that any of the information that You have provided 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, if such fees are specified in the Schedule.

If possible, We or the Program Manager will notify you before these Terms are terminated by Us or Your card suspension (i.e. blocking).

12.2 We will remove the block on the Card as soon as practicable after We are satisfied, acting reasonably, that the reasons for suspending it no longer exist. If the circumstances for 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, will not affect 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 Other consequences of misuse of the Card**

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.

### **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 Clause 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 User Interface.

### **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 Customer Service that You reject the proposed new Terms. You must notify Customer Service 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 Defective cards**

- 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 User Interface.
- 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 You and 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@enfuze.com](mailto:complaints@enfuze.com).
- 18.3 We will make every effort to reach a resolution to Your complaint, if We are unable to resolve Your issue to Your satisfaction We will explain the reasoning behind Our decision.
- 18.4 In the unlikely event that We are unable to resolve Your issue, You have the right to refer your complaint to Kuluttajariitalautakunta, the Consumer Disputes Board, Hämeentie 3, PL 306, 00531 HELSINKI (phone: 029 566 5200, website: [www.kuluttajariita.fi](http://www.kuluttajariita.fi)).

## **19 Law, Jurisdiction and Language**

- 19.1 These Terms and any disputes, which arise under it, shall be exclusively governed and construed in accordance with the laws of Finland and subject to the exclusive jurisdiction of the Helsinki District courts or the district court of Your place of residence.
- 19.2 The English language version of these Terms and of any communications and User Interface content (if the English version is available) will prevail over any other language version which We may issue from time to time.



## **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 below:

- Red Cross support team using contact details provided with the Card
- The Program Manager on the User Interface: [www.intersolve.eu/klantenservice](http://www.intersolve.eu/klantenservice).

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. Information to be provided in order to activate the Card**

You must activate a Card as soon as it is received by following the instructions detailed on the information document accompanying a Card. Your PIN will be communicated to You at the end of the activation process (i.e. via the User Interface).

### **C. FOREIGN CURRENCY TRANSACTIONS**

Not permitted – permitted transactions are only in EUR in supermarkets, fruit and vegetable stores, bakeries, butchers, and market food stalls only in the Netherlands.

### **CARD FEES**

Not applicable