

This general Terms and Conditions apply to your usage of the mywirecard MasterCard (virtual card and plastic card are hereinafter together referred to as "Card") which has been provided to the cardholder by Wirecard Bank AG (hereinafter referred to as "Bank") in form of a virtual card and on request of the cardholder also as plastic card. The bank is therefore the cardholder's contractual partner.

The bank is a company registered in the German commercial register at the local court Munich with the company number HRB 161178 and has its principal office in Einsteinring 35, 85609 Aschheim/Germany (telephone: +49 (0)30 300 110 400, email: service@wirecard.com). The bank's legal representatives are: Alexander von Knoop, Burkhard Ley, Rainer Wexeler. The bank's principal business activity is the operation of bank businesses of whatever nature and the associated transactions. The competent authority of the bank is the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Str. 108, 53117 Bonn and Lurgiallee 12, 60439 Frankfurt am Main, www.bafin.de). The bank is entered in the company database of the Bundesanstalt with the number 117969.

The bank will at any time provide the cardholder with this general terms and conditions in writing at request.

Notice on the Right of Withdrawal Right of Withdrawal

You may withdraw your declaration to enter into a contract within 14 days without giving any reason by means of an unequivocal statement. The time limit begins following receipt of this notice on a durable medium, however not before conclusion of the contract and also not before the performance of our obligations to provide information in accordance with Article 246b § 2(1) in conjunction with § 1(1) nos. 7 to 12, 15 and 19 as well as Article 248 § 4(1) Introductory Act to the German Civil Code (EGBGB). To meet the withdrawal deadline, timely dispatch of the withdrawal is sufficient if the statement is given on a durable medium (e.g. letter, facsimile, e-mail). The withdrawal must be addressed to:

Wirecard Bank AG, Einsteinring 35, 85609 Aschheim
Germany
Facsimile: +49 (0) 30 / 300 110 650
E-mail: service@wirecard.com

Consequences of Withdrawal

In the event of a valid withdrawal the goods/services received by each side must be returned. You are under an obligation to pay compensation for any services provided up until the withdrawal if you were advised of this legal consequence prior to giving your declaration to enter into a contract and you expressly agreed that we should begin performing the quid pro quo before expiry of the deadline for withdrawal. If there is an obligation to pay compensation this may mean that you nevertheless need to fulfil the contractual payment obligations for the period up until the withdrawal. Your right of withdrawal lapses prematurely if the contract has been fully fulfilled by both sides upon your express request before you have exercised your right of withdrawal. Any obligation to refund payments must be fulfilled within 30 days. For you the time limit begins when you send your declaration of withdrawal, for us it begins upon receipt thereof.

Important Notes

In the event of any withdrawal from this contract you are also no longer bound by any contract that is linked with this contract if the linked contract concerns goods/service(s) provided by us or by a third party on the basis of an agreement between us and the third party.

End of the Notice on the Right of Withdrawal.

1. Product Stages

1.1 The cardholder receives a card in form of a dataset (hereinafter "virtual card"). Furthermore the cardholder receives the card in the form of a plastic card on request (hereinafter the "plastic card"). The isolated application of a plastic card without the virtual card is not possible.

1.2 The cards are available in the following product stages:

(1) Product stage "registered"

Within the limits of the product stage „registered“ the cardholder may top-up a maximum of 2.500 Euro to his card per calendar year and initiate payments up to a maximum of 2.500 Euro per calendar year. Within this product stage the funds in the card may not exceed the amount of 2.500 Euro. Topping-up your card is only possible via transfer to the bank from an account held in the name of the cardholder to the payment account indicated by the bank or by purchasing a top-up code via a sales agent of the bank. The initial top-up is only possible from a bank account held in the name of the cardholder. In case the cardholder purchases a top-up code the cardholder must enter the top-up code for the purpose of topping-up his card on the mywirecard Website (currently www.mywirecard.com) and thereby redeem his top-up code. The cardholder can use the funds embodied therein only after redeeming the top-up code. In case of the product stage „registered“, the cardholder must register on the mywirecard website. When registering the cardholder has to enter his full name, sex, address, date of birth, citizenship, mobile phone number and e-mail-address (hereinafter referred to as "cardholder information"). The bank will check the cardholder information. The bank is entitled to reject the activation of the cardholder for the product stage „registered“ if, after checking the cardholder information, the bank has doubts with respect to their correctness.

(2) Product Stage "identified"

Within the limits of the product stage "identified" the cardholder may top-up the card without any limitations as to the amount. Furthermore, the cardholder within this product stage will have the opportunity to withdraw cash from cash machines according to this general terms and conditions. The cardholder may top-up the card only by transfer to the bank from any account to the payment account identified by the bank for this purpose or by purchasing a top-up code via a sales agent of the bank. In case the cardholder purchases a top-up code the cardholder must enter the top-up code for the purpose of topping-up his card on the mywirecard Website to redeem the code. The cardholder can use the funds embodied therein only after redeeming the top-up code. The cardholder has entered his cardholder information during registration. Furthermore, the cardholder has to identify himself with one of the following procedures:

(a) If the cardholder is a German resident he has to identify himself at a shop of the Deutsche Post AG by way of the PostIdent-procedure. At the request of the cardholder, the Bank will provide the cardholder with a PostIdent-Coupon.

(b) If the cardholder is not a German resident, but a resident of another country mentioned in clause 2.1, he has to carry out the authentication process ([click here](#)). The cardholder must provide a certified copy of his identity document (i.e. passport) and a copy of a proof of residence, each not older than two months. A detailed description of the authentication process ([click here](#)) can be viewed on the mywirecard website. The bank is entitled to decline the activation of the cardholder for the product stage "identified" if, after checking the cardholder information, the bank has doubts with respect to their correctness.

1.3. The cardholder receives online-access to his card account via the mywirecard website (hereinafter referred to as "online-access"). The cardholder can access his monthly invoices as well as information (turnovers, credits, balance) by logging in to his online-

account. The cardholder has to check immediately if the monthly invoices as well as information are correct and complete and shall raise any objections without delay. For using the online access the cardholder will set a password. This password will serve as proof of identity of the cardholder and may not be passed on to unauthorized third parties.

2. Application, conclusion of contract, change of product stages, duty to cooperate for compliance with money-laundering legislation

2.1 To apply for and use a card, the cardholder must be over 18 years old and be a resident of the following EEA countries: Austria, Belgium, Bulgaria, Cyprus, Denmark, Germany, Estonia, Finland, France, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Romania, Sweden, Switzerland, Slovakia, Slovenia, Spain, the Czech Republic, the Netherlands, and the United Kingdom.

2.2 To apply for a card, the cardholder has to access the mywirecard website and follow the respective instructions.

2.3 By dispatching the online-application the cardholder submits a binding offer for the conclusion of a card contract. The card contract will be concluded after receipt of the e-mail by the cardholder in which the bank notifies the cardholder that his application within the sense of Sentence 1 has been accepted. The dataset by which the cardholder can use the card as virtual card will be submitted to the cardholder after the initial top-up has been performed by transfer from the cardholder's account.

2.4 During the term of the card contract the cardholder may apply for a plastic card in addition to his virtual card via the mywirecard website. After acceptance of a corresponding application by the bank the cardholder will receive the plastic card by post. The activation of the plastic card will be made by entering the submitted activating code.

2.5 The cardholder can apply for a change from product stage "registered" to the product stage "identified" at any time during the term of the card contract via access to the mywirecard website. The activation of the cardholder for product stage "identified" will be performed after the identification according to clause 1.2 (2) has been performed satisfactorily by the bank.

2.6 Due to the legal provisions for the prevention of money-laundering applying for the bank, the bank is obliged before concluding the contract or, if applicable, during the term of the contract to obtain from the cardholder certain information and documents with respect to his identity and, if applicable, with respect to additional conditions of the contractual relationship. At the request of the bank the cardholder is obliged to provide the information and documents needed for the compliance of the anti-money laundering duties and to notify any changes occurring during the contractual relationship without delay.

3. Using the card

3.1 The cardholder can use the card provided to him by the bank inside Germany and as an additional service within the MasterCard-Network also abroad.

- in connection with companies which accept the card as a means of payment (hereinafter referred to as "merchant") and
- furthermore as additional service to withdraw cash from cash machines (only possible with plastic card).

The owner of the card can use the virtual card only for payments over the Internet, by telephone, telefax or e-mail. The merchants as well as cash machines can be recognised by the acceptance symbol, which are displayed on the mywirecard website and the plastic card respectively.

3.2 For the aforementioned forms of usage the cardholder can only use the funds topped-up to his card. The available card balance will be reduced by the equivalent value of each transaction as well

as by any applicable transaction fees. In case the total amount of a desired transaction together with the respective applicable transaction fees exceed the credit balance, the processing of the transaction will be rejected.

3.3 Furthermore, the usage of the card is subject to the limits which are regulated in the schedule "mywirecard fees" as well as to such limits which have separately been agreed upon between the cardholder and the bank.

4. Personal Identification Number (PIN)

Together with the plastic card the cardholder will receive a personal identification number (hereinafter referred to as "PIN") for the usage of cash machines and automatized cash registers. If the cardholder enters three incorrect PINs consecutively, the card can no longer be used. In this case the cardholder should contact the bank.

5. Authorizations of card payments by the cardholder

5.1. The cardholder has to consent to the processing of a card payment (authorisation). The authorisation for processing of a card payment can be made by the cardholder in the following ways:

- in case of using the virtual card or the plastic card at a merchant by indicating the card number and, if applicable, the expiry date and the card verification code; or
- in case of using the plastic card at a merchant by signing a receipt on which the card data are entered by the merchant; or
- in case of using the plastic card for cash withdrawals or automatized cash registers by entering the PIN.

5.2 After the cardholder has authorized the payment the card payment can no longer be revoked.

6. Rejection of card payments by the bank

The bank is entitled to reject the card payment in case

- there are not sufficient funds on the card account attributed to the card or
- the card has been blocked.

In this case the cardholder will be notified via the terminal or the merchant respectively at which the card is being used.

7. Receipt of the payment order by the bank, execution period

7.1 The payment procedure will be initiated by the merchant. The payment order is received by the bank upon receipt of the payment order from the merchant.

7.2 If the receipt of the payment order does not fall on a business day of the bank, the payment order shall be deemed to be receipt on the following business day.

7.3 If the bank receives the payment order after 4.00pm, the payment order shall be deemed to be receipt on the following business day with regards to the regulation of the execution periods.

7.4 Upon receipt of the payment order by the bank, the bank is obliged to ensure that the payment amount in connection with payment transactions denominated in Euro within the European Economic Area (EEA) is received by the payment service provider of the payee within one (1) business day. Payment transactions within the European Economic Area (EEA) in other currencies than Euro will be processed within one (1) business day upon receipt of the payment order. Payment transactions outside the European Economic Area (EEA) and payment transaction denominated in other currencies than Euro or EEA-currencies will be processed as soon as possible upon receipt of the payment order.

7.5 A business day means any day on which the service providers involved in the execution of a payment transaction are open for business as required for the execution of a payment transaction. The bank is open for business as required for the payment transaction on all working days. Working day means any day (except Saturday and Sunday) on which banks in Germany (place of reference shall be Frankfurt am Main) are open for the public.

8. Topping-up the card, maximum top-up amount, redemption, no interests on funds

8.1. The cardholder can top-up his card account - subject to the respective product stage - by means of the payment procedures stated in clause 1.2 up to the limits stated in clause 1.2.

8.2. Other transactions in connection with the funds on the card than those stated under clause 3 are not permitted. Clause 8.3 shall remain unaffected.

8.3. During the term of the card contract the cardholder can seek partial or total return of the funds on the card account to the account stated by the cardholder (redemption). The payment of the funds can only be requested insofar as the funds have not been blocked for a card transaction which has already been authorized. The cardholder must submit the redemption request in writing and signed by cardholder to the bank's address stated above. In case the redemption amounts to 1.000 Euro or more, the cardholder must identify himself successfully according to clause 1.2 (2) - before any redemption request can be processed; this does not apply in case of the product stage "identified". For any redemption which is sought by the cardholder before termination of the card contract or after more than one (1) year following the termination of the card contract, fees may be charged according to the schedule "mywirecard fees".

8.4 The cardholder does not earn any interests on the funds on his card account.

9. Cardholder's duty of care and cooperation

9.1 Signature

The cardholder must sign his plastic card immediately on the signature field immediately after receipt.

9.2 Keeping the virtual card and the plastic card secure

The card data of the virtual card and the plastic card must be kept safe in order to prevent any loss or misuses. In particular, they must not be kept unattended in motor vehicles. Any person who comes into the possession of the virtual card or plastic card will be able to effect abusive transactions with any of them.

9.3. Maintaining the secrecy of the PIN

The cardholder must ensure that no third party obtains knowledge of the PIN. Any person who knows the PIN and is in possession of the plastic card is able to effect transactions (e.g. to withdraw money at cash machines). Particular attention must be paid to the following:

- It is not permitted to write the PIN on the plastic card or to keep it in any manner together with the plastic card;
- when entering the PIN the cardholder must ensure that third persons cannot spy it;

9.4. Cardholder's Obligation to inform and notify

(1) Should the cardholder become aware that the plastic card has been lost or stolen or that the PIN or plastic card have been misused, the bank or representative office of the MasterCard Network must be informed immediately in order to block the card. The cardholder will be informed separately of the contact data for a card-blocking notification. The cardholder must also report any theft or misuse to the police without delay.

(2) Should the cardholder suspect that a third party has come into possession of the virtual card, the plastic card or the PIN without authorization, or that the virtual card, plastic card or the PIN have been misused or otherwise used without authorization, the cardholder also has to issue a card-blocking notification without delay. The cardholder must inform the bank immediately after the cardholder became aware of any unauthorized or incorrectly executed card transaction.

10. Payment obligation of the cardholder

10.1 The bank has given contractual partners and those companies accepting the plastic card at their cash machines an undertak-

ing, to settle transactions the cardholder carries out with the card. The cardholder is obliged to compensate the bank for any such expenses.

10.2 The claims for reimbursement of the expenses of the bank under clause 10.1 and any other due payment claims of the bank under the card contract, in particular the fees and expenses which are to be paid by the cardholder will be set off against any funds on the cardholder's card account without delay. In case there are not sufficient funds in the card account, the cardholder is obliged to pay the outstanding balance to the bank without any delay.

10.3 The bank informs the cardholder at least monthly via the online-access of the cardholder to the account about all charges incurred in connection with the settlement of the card transactions.

10.4 The cardholder has to claim objections and any other complaints with regards to the contractual relationship between the cardholder and the merchant, at which the card was used directly against the merchant, at which the card was used and as such leave the payment obligations of the cardholder as against the bank unaffected.

11. Foreign Currency Conversion

In case the cardholder uses the card for transactions that are not denominated in the card currency, the account shall nevertheless be debited in the card currency. The conversion rate that is applied for foreign currency transactions shall be determined according to the Schedule "mywirecard fees". Any change of the reference conversion rate as stated in the provisions related to the conversion will become effective immediately and without prior notification of the cardholder.

12. Fees and Expenses

12.1 The Fees owed by the cardholder to the bank are determined according to the Schedule "mywirecard fees".

12.2 Any change of the fees will be offered to the cardholder no later than two months before their date of entry into force (e.g. e-mail or online-access). The changes shall be deemed to be approved by the cardholder unless the cardholder has indicated disapproval before their proposed entry into force. The bank shall expressly draw the cardholder's attention to this consequence in the offer.

12.3 If the cardholder is offered any changes of the fees, the cardholder is entitled to terminate this business relationship free of charge with immediate effect before the proposed entry into force of the changes. The bank shall expressly draw the cardholder's attention to this right of termination in the offer.

13. Cardholder's Claims for refunds and claims for damages

13.1 Refund in the event of unauthorised card transactions

In the event of an unauthorised card transaction in the form of

- a cash withdrawal; or
- the use of the card at a merchant

the bank has no right to claim refunds of its expenses. The bank is obliged to refund the amount to the cardholder without delay and in full. If the amount was debited to the card account, then the bank will ensure that the balance of the account is as it would have been without the unauthorised card transaction.

13.2. Refund if an authorised card transaction is not executed or is executed incorrectly

(1) In the event of the non-execution or incorrect execution of an authorised card transaction in the form of

- a cash withdrawal, or
- the use of the card at a merchant

the cardholder can demand that the bank refund the transaction amount without delay and in full insofar as the card transaction was not executed or was executed incorrectly. If the amount was debited to the card account, then bank will ensure that the balance of the account is as it would have been without the non-executed or incorrect card transaction.

(2) Over and above paragraph (1) the cardholder can demand that the bank refund charges and interests to the extent that these were charged to the cardholder or debited to cardholder's account in connection with the non-executed or incorrect execution of the authorised card transaction.

(3) If the incorrect execution consists in an authorised card transaction being received by the creditor's payment service provider after the end of the execution period as stated in clause 7.4 (delay) the claims of the cardholder as set out in paragraphs 1 and 2 are excluded. If the cardholder suffered a loss due to the delay, the bank shall be liable pursuant to 13.3.

(4) If an authorised card transaction was not executed or was executed incorrectly, the bank will retrace the card transaction at the cardholders request and inform the cardholder of their findings.

13.3 Claims for damages by the cardholder based on an unauthorised or non-executed or incorrect execution of an authorised card transaction

In the event of an unauthorised card transaction or an authorised card transaction that is not executed or executed incorrectly the cardholder can claim damages from the bank for losses not already covered by clauses 13.1 and 13.2. This does not apply if the bank is not responsible for the violation of duty. The bank is responsible for the fault of an intermediary as if it was the bank's own fault unless the major reason for the fault lies with an intermediary selected by the cardholder. If the cardholder is not a consumer or the card is used outside a country of the European Economic Area (EEA) (third country) or in a currency of a country outside the EEA (third-country currency payment), the liability of the bank for the fault of an agency involved in the settlement of the payment transaction shall be limited to the careful selection and instruction of such agency. If the cardholder has contributed to the occurrence of any loss by any own fault, the principles of contributory negligence shall determine the extent to which the bank and the cardholder shall have to bear the loss. The liability under this paragraph shall be limited to 12.500 Euro per card transaction. This limitation of liability to this amount does not apply

- to unauthorised card transactions,
- in the event of intent or gross negligence on the part of the bank
- for risks specifically taken on by the bank; and
- to the interest losses arising for the cardholder, insofar as the cardholder is a consumer.

13.4 Time limit for raising claims under clauses 13.1 through 13.3 Claims against the bank under clauses 13.1 through 13.3 are excluded if the cardholder does not immediately, however not later than within 13 months following the date on which the debit entry resulting from the transaction has been made, has informed the bank that the card transaction was not authorised, not executed or incorrect. The 13-month period shall only commence if the bank has notified the cardholder of the debit entry resulting from the card transaction via the relevant communication channel agreed upon for transaction information at the latest within one month of the debit entry. Otherwise the period shall begin on the day of notification. The cardholder may also raise claims under clause 13.3 after the end of the period stated in sentence 1 if the cardholder was unable to meet the deadline through no fault of the cardholder.

13.5 Claims for refund in the case of authorised card transaction without exact statement of the amount and time limit for raising a claim

(1) The cardholder can demand that the bank refund the transaction amount without delay and in full if the cardholder has authorised a card transaction at a merchant such that

- the exact amount was not stated when the transaction was authorised; and
- the payment transaction exceeds the amount, the cardholder could have expected given his previous spending habits, the contents of the card contract and the circumstances of the situation in question.

Reasons relating to any currency exchange are not taken into account if the agreed exchange rate was used.

(2) The cardholder is obliged to give the bank an explanation of the circumstances of the case upon which the cardholder is basing his claim for a refund.

(3) Claims for a refund expire if they are not raised with the bank within eight weeks following the date on which the the transaction is debited to the card account.

13.6 Exclusion of liability and objection

Claims against the bank under clauses 13.1 through 13.5 are excluded if the circumstances that give rise to a claim -

- are the result of an unusual and unforeseeable event over which the bank has no influence and the consequence of which the bank could not have avoided with all due care; or
- were brought about by the bank due to statutory requirements.

14. Liability of the cardholder for unauthorised card transactions

14.1 Liability of the cardholder prior to the card-blocking notification

(1) If the cardholder loses his plastic card, if it is stolen or otherwise missing and if this leads to a unauthorised card transaction in the form of a cash withdrawal or the use of the plastic card at a merchant, the cardholder is liable for losses arising up to the time of the card-blocking notification up to an amount of EUR 150 irrespective if whether the cardholder is responsible for the card being lost, stolen or otherwise missing.

(2) In the event that unauthorised card transactions are made prior to the card-blocking notification without the card being lost, stolen or otherwise missing, the cardholder is liable for the losses arising as a result thereof up to an amount of EUR 150 if the cardholder has negligently breached his duty to safely store the PIN.

(3) If the cardholder is not a consumer or the card is used outside the European Economic Area (EEA) (third country) or in the currency of a country outside the European Economic Area (third-country currency payment), the cardholder shall bear the loss arising as a result of unauthorised card transactions pursuant to paragraphs 1 and 2 over and above the maximum amount of EUR 150, if the cardholder has negligently breached his obligations under these general terms and conditions. If the bank has contributed to such loss by any own fault, the bank shall be liable for the losses to the extent that it is responsible for them.

(4) The cardholder is not obliged to compensate for any losses under paragraphs 1 through 3, if the cardholder was unable to deliver the card-blocking-notification because the bank had not ensured that the notification could be delivered an the loss has arisen as a consequence thereof.

In cases where unauthorised card transactions are made prior to the card-blocking-notification and the cardholder has intentionally or gross negligently breached his duties of care under these general terms and conditions or has acted with fraudulent intent, the cardholder shall be fully liable for the loss incurred as a consequence thereof. Gross negligence on the part of the cardholder can be deemed to have occurred, in particular, if

- the cardholder has culpably failed to notify the bank or a representative office of the MasterCard Network of the loss, theft or unauthorised use of the card without delay;
- the PIN has been written on the plastic card or stored together with the plastic card;
- the PIN has been passed to a third party, resulting in misuse of the card.

(6) The liability of the cardholder is limited to the funds in the card account.

14.2. Liability of the cardholder as from the card-blocking notification

As soon as the loss of the plastic card, the abusive or otherwise unauthorised use of the card and/or the PIN have been reported

to the bank or a representative office of the MasterCard Network, the bank shall assume any losses incurred afterwards as a result of transactions in the form of

- a cash withdrawal, or
- the use of the card at a merchant

If the cardholder acts with fraudulent intent, the cardholder shall also be liable for losses incurred after the card-blocking notification.

15. Ownership and validity of the card

15.1 The card remains the property of the bank. The card is not transferable. The card is only valid for the period stated on it. In due time prior to the expiry of the validity the cardholder receives a new card from the bank.

15.2 The bank is entitled to demand the return of an old plastic card as soon as a new card has been issued to the cardholder or at the latest upon expiry of the old card. If the entitlement to use the card ends prematurely (e.g. as a result of termination of the card contract) the cardholder shall return the plastic card without delay to the bank.

15.3 The bank reserves the right to exchange an old card for a new card at any time during a card's period of validity; this will not result in any costs for the cardholder.

16. Cardholder's right of termination

The cardholder can terminate the card contract at any time without notice.

17. Bank's right of termination

17.1 The bank can terminate the card contract by giving reasonable notice of at least two months in writing (eg by e-mail). The bank will terminate the card contract with a longer notice period, if, following due consideration of the cardholder's justified interests, this is deemed to be reasonable.

17.2 The bank can terminate the card contract without notice if there is a reasonable cause, which even after due consideration of the justified interests of the cardholder, make it unreasonable for the bank to continue operating this agreement.

18. Consequences of termination

Upon termination of the card contract, the card may no longer be used. The plastic card shall be returned to the bank immediately and without further request. The unused funds in the card account will be refunded by the bank pursuant to clause 8.3 whereas only a refund of the total unused funds is possible.

19. Confiscation and blocking of the card

The bank is entitled to block the card and to initiate the confiscation of the card (e.g. by a cash machine)

- if it is entitled to terminate the contract for reasonable cause;
- if this is justified by factual reasons relating to the security of the card; or
- if unauthorised or fraudulent use of the card is suspected.

The bank will notify the cardholder of the blocking if possible prior to but at the latest immediately subsequent to the blocking, stating the reasons for the blocking. At the request of the cardholder the bank will replace the card by a new card as soon as the reasons for blocking the card have ceased to exist. In this case too, the bank will notify the cardholder without delay.

20. Changes of the terms and conditions

20.1 Any change of this general terms and conditions will be offered to the cardholder no later than two months before their date of entry into force (e.g. e-mail or online-access). The changes shall be deemed to be approved by the cardholder unless the cardholder has indicated disapproval before the proposed entry into force

of such changes. The bank shall expressly draw the cardholder's attention to this consequence in the offer.

20.2 If the cardholder is offered any changes of these general terms and conditions, the cardholder is entitled to terminate this business relationship free of charge with immediate effect before the proposed entry into force of the changes. The bank shall expressly draw the cardholder's attention to this right of termination in the offer.

21. Cardholder's Duty to provide information in case of changes of contact details

The cardholder is obliged to notify the bank a change of his place of residence, changes of names as well as changes of his stated telephone number(s) and e-mail address(es).

22. Contract language, communication

22.1 Governing language for the business relationship and the communication with the cardholder during the business relationship shall be the German or English language.

22.2 For Notices and statements relating to or in connection with the business relationship, the cardholder shall use - unless otherwise provided for in the general terms and conditions - the following communication channels:

e-mail: service@wirecard.com

Telephone: +49 (0)30 300 110 400

online: www.mywirecard.com

Mail address: Wirecard Bank AG, Postfach 31 05 44, 04163 Leipzig

23. Data protection regulations

The bank will process, collect and use your personal data in accordance with its privacy policy.

24. Protection of deposits / Deposit protection fund

24.1 The bank is affiliated with the deposit protection fund of the Bundesverband deutscher Banken e.V. The deposit protection fund protects all liabilities which are to be reported in the balance sheet item "liabilities to customers". This includes sight, time and saving deposits including saving bonds issued to the name of the holder. The protection per each creditor is limited to 30% of the liable equity of the bank relevant for deposit protection. This protection limit will be notified to the cardholder at the request of the cardholder. It is also available on the Internet at www.bankenverband.de Where the bank is a branch of a bank from another European Economic Area (EEA) country, the deposit protection fund shall only provide compensation if these liabilities are not included in the domestic deposit protection. The level of coverage provided by the domestic deposit protection can be viewed in the Internet at the website of the relevant scheme, the address of which shall be made available to the Cardholder on request.

24.2 Not included in the protection are receivables for which the bank has issued bearer instruments such as bearer debentures and bearer certificates of deposit as well as liabilities to banks.

24.3 For further details with regards to the scope of protection reference is made to Sec. 6 of the statute of the deposit protection fund which will be made available on request.

24.4 To the extent that the deposit protection fund or its mandatory makes payments to a customer, the respective amount of the customer's claims against the bank together with all subsidiary rights shall be transferred simultaneously to the deposit protection fund. The bank is entitled to supply the deposit protection fund or its mandatory with all information and documents necessary in this connection.

25. Ombudsman procedure / Complaint schemes

25.1 In case of disputes with the bank, the cardholder has the right to turn to the ombudsman of the private banks. Further details are

contained in the “Rules of Procedure for the Settlement of Customer Complaints in the German Private Commercial Banking Sector” (Verfahrensordnung für die Schlichtung von Kundenbeschwerden im deutschen Bankgewerbe), which will be made available on request or can be found in the Internet at www.bankenverband.de. The complaint must be submitted in writing to Kundenbeschwerdestelle (Customer Complaints Office) at Bundesverband deutscher Banken e.V. P.O. Box 04 03 07, 10062 Berlin.

25.2 The cardholder may furthermore write to or contact the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) Graurheindorfer Straße 108, 53117 Bonn, and Lurgiallee 12, 60439 Frankfurt am Main, Germany, at any time to have complaints recorded in writing regarding violations by the bank of the German Payment Services Oversight Act (Zahlungsdienstleistungsaufsichtsgesetz, ZAG), Sect. 675c to 676c of the German Civil Code (BGB) or Article 248 of the Introductory Act to the German Civil Code (Einführungsgesetz zum BGB, EGBGB).

26. Transfer of contract

26.1 The bank is entitled to transfer the entirety of its rights and obligations arising out of the card contract to Wirecard Card Solutions Limited, Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, NE1, UK (hereinafter “Transfer of the agreement”). The transfer of the contract will be offered to the cardholder no later than two months before their date of entry into force in writing (e.g. e-mail or online-access). The transfer shall be deemed to be approved by the cardholder unless the cardholder has indicated disapproval before the proposed entry into force of such transfer. The bank shall expressly draw the cardholder’s attention to this approval.

26.2. If the cardholder is offered the transfer of the contract, the cardholder is entitled to terminate this business relationship free of charge with immediate effect before the proposed entry into force of the transfer. The bank shall expressly draw the cardholder’s attention to this right of termination in the offer.

27. Governing law

The business relationship between the cardholder and the bank is governed by German law.