

# PRODUCT TERMS

## FOR THE BITPANDA CARD

VERSION 1.0.0, DATED 3 FEBRUARY 2025

### 1. Introduction

- 1.1. **Scope.** The following "Bitpanda Card Terms" set out the additional terms and conditions applicable when you make use of the "Bitpanda Card".

In addition to the provisions set out in this document, the general provisions of your "User Agreement" and the "E-Token Terms" apply to your use of the "Bitpanda Platform".

- 1.2. **Contracting Parties.** The contract for the Bitpanda Card is concluded between you and "Bitpanda GmbH". These Bitpanda Card Terms supersede and replace the existing terms between you and Bitpanda GmbH with regard to the provision of the Bitpanda Card Services.

Bitpanda GmbH is responsible and your counterparty for all services in relation to E-Tokens (crypto-assets), and more specifically under these terms where they are a Payment Asset as described below.

Bitpanda Payments GmbH is responsible and your service provider for all services relating to E-Money on the Bitpanda Platform, and more specifically under these terms where E-Money is a Payment Asset and where E-Money is transferred or exchanged for funds, as well as where funds are transferred to and from the Card Issuer based on your instruction.

Bitpanda Financial Services GmbH is responsible and your service provider for all services relating to A-Token on the Bitpanda Platform, and more specifically under these terms where A-Token (or other financial instruments) is a Payment Asset.

These entities together are referred to as "Bitpanda" in these Bitpanda Card Terms.

- 1.3. **Partnership with Card Issuer.** Bitpanda Card is offered in partnership with UAB Finansinès paslaugos, company code 304406236, registered in the commercial register of the Republic of Lithuania, having its head office at Mėnulio g. 11-101, Vilnius, Lithuania ("Card Issuer").

The Card Issuer is the issuer of the Bitpanda Card and is a member of the Visa card schemes, which allows your Bitpanda Card to operate as a regular Visa debit card.

Bitpanda is neither the issuer of the Bitpanda Card, nor does it hold any e-money in connection with the Bitpanda Card Account.

Bitpanda does not conduct regulated activities under PSD2 when providing the Card Services. Instead, it facilitates specific services related to the Bitpanda Card, including processing user requests to order the card with the licensed card issuer, UAB "Finansinės paslaugos 'Contis'," which is responsible for regulated payment activities. Bitpanda's role encompasses providing customer support and managing all customer interactions regarding the Bitpanda Card, overseeing client onboarding processes, delivering relevant information and terms, documenting user consent, and handling the reception and processing of pre-dispute filings. These activities support the card's functionality but are not classified as regulated payment services under PSD2.

- 1.4. When registering your Bitpanda Card, you must explicitly agree to the "[Bitpanda Card Account Terms and Conditions](#)" and to the Contis Privacy Policy (available at <https://www.bitpanda.com/en/legal/card-privacy-policy>) and open an e-money account with the Card Issuer.

You find all the relevant information and your rights and obligations for e-money services provided by the Card Issuer in the Bitpanda Card Account Terms and Conditions.

- 1.5. **Conflict of Terms.** In case of a conflict between the User Agreement, other "[Product Terms](#)", and these Bitpanda Card Terms, these Bitpanda Card Terms shall prevail for providing services with regard to Bitpanda Card.
- 1.6. **Definitions.** The "[Definitions](#)" shall have the meanings ascribed to them in the Annex to these Bitpanda Card Terms (*Definitions*).

## 2. Payment Assets

- 2.1. You can connect up to two "[Supported Assets](#)" of your choice to your Bitpanda Card. The default Supported Asset that you connect to your Bitpanda Card is called the "[Main Payment Asset](#)" (e.g. E-Token wallet for Bitcoin) and the secondary Supported Asset that will be used only as a fallback is called the "[Fallback Payment Asset](#)" (e.g. your E-Token wallet for Ethereum; the Main Payment Asset and the Fallback Payment Asset together the "[Payment Assets](#)"). If you selected your E-Money wallet as your Payment Asset and opted in for CashPlus, your CashPlus balance will be debited for the card transaction. Your Main Payment Asset must not consist exclusively or predominantly of your E-money wallet.

### 3. Payment and transaction procedure

3.1. **Sufficient balance.** Card transactions will only go through if you have enough assets available as your designated Payment Assets to cover the full amount of your card transaction. Please ensure you have sufficient assets available to avoid issues with your transaction. If a payment exceeds the value of your Main Payment Asset, the full amount will be deducted from the Fallback Payment Asset only. This helps to avoid failed transactions.

3.2. **Insufficient balance.** If neither the value of your Main Payment Asset nor the value of your Fallback Payment Asset is sufficient to cover the card transaction costs (including fees), the transaction will be cancelled and your Bitpanda Card will be declined.

Under certain circumstances, due to technical limitations outside the Bitpanda Platform, authorised card transactions made with your Bitpanda Card may be executed without sufficient balance. In this case, you are liable for the full amount (including any fees) of such card transaction and must repay this amount without undue delay.

If for any reason a card transaction you make with your Bitpanda Card causes the balance on your Account to go into the negative, you must immediately transfer sufficient assets to your Account to cover the negative balance. We reserve the right to take additional steps such as demanding and enforcing payments from you in order to make good any negative balance you incur.

3.3. Any card transactions made with your Bitpanda Card will be made in Euro.

3.4. If you have linked a Supported Asset other than "**E-Money**" denominated in Euro as your relevant Payment Asset, whenever you use (i.e. make a payment at a point of sale or ATM withdrawal) your Bitpanda Card the following procedure applies:

- (i) you automatically make an "**Offer**" to receive the requested amount of E-Money to cover the intended payment with your Bitpanda Card (including fees) in your Account in exchange for a sale of an equivalent amount of your Payment Asset to Bitpanda;
- (ii) the received E-Money will be deducted (i.e. redeemed for fiat (EUR)) from your E-Money wallet on the Bitpanda Platform to settle your payment; and
- (iii) the redeemed fiat EUR will be transferred to the Card Issuer as a prepayment to cover your transaction.

For the avoidance of doubt: If Bitpanda does not accept your Offer your card transaction will not be settled and the intended payment will be declined at the point of sale.

3.5. If the Payment Asset is E-Money, denominated in Euro, the required amount of E-Money will be deducted directly from your E-Money wallet to settle your payment according to point (ii) and (iii) above.

3.6. Failed transactions. If a Bitpanda Card transaction fails, you will receive a complementary push notification (if you have enabled push notifications on your device) with instructions on how to proceed. Most transactions fail due to (i) insufficient funds (ii) an excess of the daily Bitpanda Card limits, (iii) a blocking of the Bitpanda Card for other reasons (such as but not limited to: you have entered an incorrect pin, your Main Payment Asset and/or Fallback Payment Asset was in maintenance mode while initiating the payment, a technical issue occurred on the merchant's side, etc).

#### 4. Fees

4.1. You can find a detailed overview of all the fees for your Bitpanda Card here <https://www.bitpanda.com/en/card>. Fees may vary depending on your "BEST VIP Level".

Additional fees, eg. ATM withdrawal fee and a foreign exchange fee, may apply.

4.2. Apart from the Bitpanda Card fees, any applicable trading fees related to selling your Payment Asset will be debited from your Account when making the card transaction.

#### 5. Pre-authorisation and charging your Bitpanda Card

As the Bitpanda Card is a debit card, please note that for certain payments and transactions (such as reservations for hotels or car rentals or any other kind of deposits), if your transaction was pre-authorised, the capture of the respective amount will be requested.

This means that the sale from your chosen Payment Asset to E-Money will simultaneously take place at the time your transaction is pre-authorised.

#### 6. Limits

Certain limits (such as but not limited to spending limits, ATM withdrawal limits, the number of transactions you may perform within a specific time frame) may be applied. The applicable limits change from time to time can be found here <https://www.bitpanda.com/en/card>.

Such limits may change and/or be amended where:

- (i) Circumstances arise that indicate a worsening of the customer's financial situation, or
- (ii) there is a suspicion that the funds are used in an unlawful manner, or
- (iii) change is necessary to safeguard the customer's interest, or
- (iv) changes are imposed by the card issuer or the card schemes in order to reflect changes in their risk assessment.

## 7. Transaction history

You can view your transaction history by logging into your Account.

In certain circumstances, such as due to technical issues (e.g. transmission errors, change in the authorisation procedure), discrepancies between the transactions shown in your Account and the actual transaction conducted with your Bitpanda Card might occur. These discrepancies will be corrected as soon as possible.

## 8. Refunds

If you receive a refund in connection with a card transaction (for example: returned security deposits, cancelled transactions, or chargebacks) such a refund, minus any fees, will always be credited in E-Money to your E-Money wallet.

If you have received "Cashback" rewards for purchases that are, for whatever reason, refunded, you grant us the right to reimburse what has been paid to you earlier.

## 9. Change of services

Bitpanda reserves the right to modify, suspend, or discontinue the product or any of its features, terms, associated services, promotions, and rates related to the Bitpanda Card at any time for objectively justified reasons. Bitpanda reserves the right to halt the issuance of new cards at any time at its sole discretion.

Gifts already received (e.g. Cashbacks) cannot be reclaimed by Bitpanda from the customer.

## 10. Security

- 10.1. **Loss or theft.** In case of loss or theft of your Bitpanda Card and/or the credentials (e.g. credit card number, pin or card validation code) of your Bitpanda Card, you must immediately block the Bitpanda Card in your Bitpanda Client Account and report loss or theft (as applicable) to the competent authorities and in accordance with the Contis Bitpanda Card Account Terms and Conditions.

- 10.2. **Security measures.** Your Bitpanda Card should be used carefully and the necessary safety measures and precautions shall be applied. You must never share your Bitpanda Card number, CVV, PIN or SMS codes with anyone else. Bitpanda staff members will never ask for your CVV, PIN or SMS code (neither via phone nor via e-mail nor otherwise). Only you are responsible for keeping your Bitpanda Card and the credentials of your Bitpanda Card safe and confidential. If the Bitpanda Card is lost or stolen or if the Bitpanda Client discovers misuse with the Bitpanda Card, they must report this immediately on Bitpanda Systems.

Non-careful actions of the Bitpanda Client include but are not limited to:

- storing the Bitpanda Card in such a way that third parties can gain unauthorised access to it without considerable effort;
- recording the PIN on the Bitpanda Card;
- keeping the recorded PIN together with the Bitpanda Card;
- the use of the Bitpanda Card and card data for purposes other than payment transactions;
- the disclosure of the Bitpanda Card or card data to third parties, except for the purpose of making a payment. Under no circumstances must the PIN be disclosed.

## 11. Blocking

**Card blocking.** Bitpanda is entitled to block the Card or may refuse to process transactions and you may be excluded from using Bitpanda Card and/or from receiving any kind of Cashback, if (i) objective reasons relating to the security of the Bitpanda Card that justify it, or (ii) a suspicion of unauthorised or fraudulent use of the Bitpanda Card, or (iii) a Client Default occurred and either (a) the fulfilment of these payment obligations is jeopardised due to a deterioration or endangerment of the financial situation of the Bitpanda Client or (b) insolvency of the Bitpanda Client has occurred or is imminent, (iv) if sufficient funds are not available in your Bitpanda Account at the time of a transaction to cover the amount of the transaction and any applicable fees and/or taxes, (v) it is determined that your Main Payment Asset is exclusively or predominantly your EUR Wallet, (vi) you use the Bitpanda Card in a way that (a) leads to an unjustified financial disadvantage for Bitpanda, (b) triggers a liability for damages of Bitpanda towards third parties, (c) is damaging to Bitpanda's reputation or (d) results in Bitpanda engaging in any unlawful activity, or (vii) Bitpanda violates obligations towards contractual partners due to the Bitpanda Clients card-use.

12. **Expiration.** Your Bitpanda Card will expire automatically three years after its date of issuance and a replacement Bitpanda Card will be sent to you at no additional cost. For further information regarding termination please see Contis Bitpanda Card Account Terms and Conditions.

Annex  
Definitions

Definition	Meaning
BEST VIP	means a customer holding the minimum qualifying amount of BEST from time to time, as detailed in the Loyalty Terms.
Bitpanda Card	means the debit card issued by Contis that is subject to the Bitpanda Card Terms.
Bitpanda Card Terms	means this document.
Cashback	means the return of a certain percentage on the amount spent on a transaction with a Bitpanda Card to certain customers that are eligible for Cashback directly to the customer's wallet. The amount of the Cashback depends on the BEST VIP Level.
Card Issuer	means the UAB Finansinës paslaugos, company code 304406236, registered in the commercial register of the Republic of Lithuania, having a head office at Mėnulis g. 11-101, Vilnius, Lithuania, who is the issuer of the Bitpanda Card.
Contis	means the Card Issuer.
Definitions	means the capitalised words used throughout the User Agreement and Product Terms that have a certain meaning as attributed in the relevant document.
Fallback Payment Asset	means the secondary Supported Asset connected to your Bitpanda Card, which will be used if the Main Payment Asset amount in your Account is not sufficient to cover the respective payment.
Main Payment Asset	means the default Supported Asset connected to your Bitpanda Card.
Payment Assets	means the entirety of your Main Payment Asset and Fallback Payment Asset.
User Agreement	means the document User Agreement and all Annexes and documents referred therein.