

BITPANDA CARD

PRODUCT TERMS

VERSION 2.0.0, DATED 1 APRIL 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 for and acts as your service provider for all services related to E-Money on the Bitpanda Platform, including your associated E-Money Wallet. Specifically, under these terms, this applies where E-Money is classified as a Payment Asset, where E-Money is issued and credited to your E-Money Wallet, transferred or exchanged for funds, and where funds are transferred to and from the Card Issuer based on your instructions.

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-Tokens (or other financial instruments) are 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 Transact Payments Malta Limited "TPML", a company incorporated in Malta with

registered address at Vault 14, Level 2, Valletta Waterfront, Floriana, FRN 1914, company registration number 91879 and which is authorised by the Malta Financial Services Authority as an electronic money institution ("Card Issuer").

TPML is responsible for issuing the Bitpanda Card and is a member of the Visa card scheme, enabling your Bitpanda Card to function as a Visa debit card.

Bitpanda GmbH is neither the issuer of the Bitpanda Card, nor does it hold any E-Money in connection with the Bitpanda Card Account.

Bitpanda GmbH does not conduct regulated activities under PSD2 when providing the Card Services. Instead, it facilitates the use of a Program Manager and specific services related to the Bitpanda Card, including processing user requests to order the card with the Card Issuer, which is responsible for regulated payment activities. Bitpanda's role includes providing customer support, managing customer interactions related to 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 (dispute management). These activities support the functionality of the card but are not classified as regulated payment services under PSD2.

- 1.4. When registering or activating your Bitpanda Card, you must explicitly agree to the additional terms and conditions of the Issuer, the 'TPML Cardholder Agreement,' in order to use the Bitpanda Card. For details on how TPML processes your personal data, please refer to their privacy policy available at <https://transactpay.com/privacy-policy/>. Upon receiving your Bitpanda Card, you must activate it on the Bitpanda Platform.
- 1.5. **Conflict of Terms.** In the event 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. In the event of a conflict between the Bitpanda Card Terms and the TPML Cardholder Agreement, the TPML Cardholder Agreement shall prevail.
- 1.6. **Definitions.** The "Definitions" shall have the meanings ascribed to them in Annex I to these Bitpanda Card Terms (*Definitions*).

2. Payment Assets

- 2.1. You can link up to two "Supported Assets" of your choice to your Bitpanda Card to fund transactions using your Bitpanda Card. The default Supported Asset linked to your Bitpanda Card is referred to as the "Main Payment Asset" (e.g., E-Token Wallet for Bitcoin). The secondary Supported Asset, which is only used as a fallback if the Main Payment Asset balance is insufficient, is called the "Fallback Payment Asset" (e.g., your E-Token wallet for Ethereum). Together, the Main Payment Asset and the Fallback Payment Asset are referred to as the "Payment Assets".

- 2.2. If you selected your E-Money Wallet as your Payment Asset and opted in for CashPlus, you authorise Bitpanda to sell your invested assets in CashPlus, with the resulting Cash Plus balance being 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. You must ensure that you have sufficient assets available for each transaction you authorise (including enough funds to cover applicable fees). 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 is carried out but the amount is greater than the balance of your Account, you must immediately transfer sufficient assets to your Account to cover the negative balance. We reserve the right to take all necessary steps to recover the difference, including legal action.

- 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 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>.

Additional fees, e.g. 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

- 5.1. 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, you will not have access to the blocked amount of funds until the transaction is completed or, at the latest, up to a period of 30 days.

- 5.2. This means that the sale of your chosen Payment Asset to E-Money will simultaneously occur at the time your transaction is pre-authorised.

6. Limits

- 6.1. 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>.

- 6.2. Such limits may change and/or be amended in the following cases:

- (i) If circumstances arise that indicate a deterioration in 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, Program Manager or the card schemes in order to reflect changes in their risk assessment.

6.3. For further restrictions on transactions that the card cannot be used for, please refer to section 5.12 of the TPML Cardholder Agreement.

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 and Bitpanda Card Rewards Program

8.1. If you receive a refund in connection with a card transaction (e.g., returned security deposits, cancelled transactions, or chargebacks) such a refund, minus any fees, will be credited to your E-Money Wallet.

8.2. **Cashback.** Bitpanda offers a range of benefits as part of the Bitpanda Card Rewards Program and reserves the right to amend, modify, and cancel these benefits from time to time. For every Qualifying Transaction you make with your Bitpanda Card, you may be eligible to receive a debit card reward ('**Cashback**') in the form of the same E-Token used for the transaction, as outlined in Annex II of these Terms. "**Qualifying Transactions**" refer to purchases that meet the criteria for Cashback eligibility and are not listed among the excluded transactions in Annex II.

For further information on the Bitpanda Loyalty Program, please refer to the [Loyalty Terms](#).

If you have received Cashback rewards for purchases that are later refunded for any reason, you grant us the right to reclaim the previously issued Cashback.

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.

Benefits or gifts that have already been 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 Account and report its loss or theft (as applicable) on the Bitpanda Platform in accordance with section 11.2 of the TPML Cardholder Agreement, as well as to the competent authorities.

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. For further information on managing and protecting your Bitpanda Card, please refer to section 7 of the TPML Cardholder Agreement.

11. Suspension of the Card

Suspension. Bitpanda is entitled to suspend or terminate these Bitpanda Card Terms, block transactions, or refuse to process them, or you may be excluded from receiving any kind of Cashback, if

- (i) we reasonably suspect that the security of the Bitpanda Card has been compromised, or
- (ii) we reasonably suspect that you, or any third party, have used, or intend to use the Card in a grossly negligent way or for fraudulent or other illegal purposes, or
- (iii) you have become insolvent, or the deterioration of your financial situation jeopardises your ability to meet your payment obligations, or
- (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, or
- (v) it is determined that your Main Payment Asset is exclusively or predominantly your EUR Wallet, or
- (vi) you have breached these Terms or the TPML Cardholder Agreement in a serious or persistent way, or
- (vii) you use the Bitpanda Card in a way that
 - (a) may result in harm to the Bitpanda Platform,

- (b) may trigger a liability for damages on the part of Bitpanda towards third parties, or
- (c) may damage Bitpanda's reputation.

Notwithstanding anything stated herein, section 10 of the TPML Cardholder Agreement shall continue to apply. For further information regarding termination and suspension, please refer to section 10 of the TPML Cardholder Agreement.

12. **Expiration.** Your Bitpanda Card will automatically expire five years after its issuance date, and a replacement card will be sent to you.

Annex I

Definitions

Definition	Meaning
Account	means the user account that you create by registering on the Bitpanda platform.
BEST VIP Level	refers to a tiered loyalty scheme and the respective levels of benefits and rewards, as specified in the Loyalty Terms.
Bitpanda Card	means the VISA debit card issued by TPML. Card issuance is subject to additional terms outlined in the TPML Cardholder Agreement .
Bitpanda Card Rewards Program	means a benefit program associated with the Bitpanda Card, allowing eligible customers to earn percentage-based rewards on Qualifying Transactions as set out in Annex II of these Bitpanda Card Terms.
Bitpanda Card Terms	means this document.
Bitpanda GmbH	means Bitpanda GmbH, with its corporate seat in A-1020 Vienna, Stella-Klein-Löw-Weg 17, registered with the commercial register of the commercial court Vienna under FN 569240 v.
Bitpanda Payments GmbH	means Bitpanda Payments GmbH, with its corporate seat in Stella-Klein-Löw-Weg 17, A-1020 Vienna, registered with the commercial register of the commercial court Vienna under FN 501412 x.
Bitpanda Platform	means the platform operated by Bitpanda, which is offered online or electronically, including the mobile application and the associated APIs of such a platform or application, enabling the user to trade or invest in the supported assets.
Cashback	means a percentage-based reward as part of the Bitpanda Card Rewards Program. It refers to the return of a specified percentage of the transaction amount from a Qualifying Transaction in the form of the same E-Token used for the transaction. The Cashback is credited directly to the customer's E-Token Wallet.
Card Issuer	means Transact Payments Malta Limited ("TPML"), a company incorporated in Malta with registered address at Vault 14, Level 2, Valletta Waterfront, Floriana, FRN 1914, and company registration number 91879, which is the issuer of the Bitpanda Card.

Definitions	means the capitalised words used throughout the Bitpanda Card Terms that have a certain meaning, which is set out in this Annex.
E-Money	is defined in the E-Money Directive (Directive (EU) 2009/110 "EMD") and nationally implemented with the Austrian E-Money-Act 2010 (E-Geld Gesetz 2010, "E-GeldG 2010") as electronically stored monetary value representing a claim on Bitpanda as issuer for the purpose of making payment transactions on the Bitpanda Platform.
E-Money Token	is defined in MiCAR as a type of crypto-asset that aims to maintain a stable value by referencing the value of a single official currency. To the general public, these are commonly referred to as stablecoins, which are tied to fiat currencies such as USDC.
E-Money Wallet	means a sub-wallet in the Account storing the issued E-Money.
E-Token Terms	means the document E-Token Terms, which you can find here .
Fallback Payment Asset	means the secondary Supported Asset linked to your Bitpanda Card, which will be used if the balance of the Main Payment Asset in your Account is insufficient to cover the respective payment.
Main Payment Asset	means the default Supported Asset linked to your Bitpanda Card.
Offer	means your binding offer to Bitpanda to trade a Supported Asset. Each offer must be submitted and confirmed in accordance with the offer procedure set out in the User Agreement or the applicable Product Terms.
Payment Assets	refer to the assets used to fund your card transactions. The respective transaction amount of the selected asset will be sold and converted into a balance for the transaction.
Product Terms	refers to the entirety of the individual terms and conditions applicable to a specific product, as set out in specific legal documents on our legal page at https://www.bitpanda.com/en/legal .
Program Manager	means Marqeta, Inc., incorporated and registered in the United States of America with registered office at 180 Grand Ave, 6th Floor, Oakland CA 94612.
PSD 2	refers to the Payment Services Directive 2 (Directive (EU) 2015/2366).

Qualifying Transactions	means purchases that meet the criteria for Cashback eligibility and are not listed among the excluded transactions in Annex II.
Supported Asset	means the assets that you can trade or invest in on the Bitpanda Platform.
User Agreement	means the document User Agreement and all Annexes and documents referred therein.
TPML	means the Card Issuer.
TPML Cardholder Agreement	refers to the contractual agreement between the cardholder customer and TPML governing the use of a Visa Debit Card issued by TPML. The Cardholder Agreement contains the Bitpanda Visa Debit Cardholder Terms and the Fee and Limits Schedule.

Annex II

Bitpanda Card Rewards Program

1. **Introduction.** This Bitpanda Card Rewards Program ("[Annex II](#)") forms an integral part of the Bitpanda Card Terms.
2. **Modification of the Loyalty Terms.** This Annex II replaces and supersedes any previous provisions related to Card Benefits (section 5 Annex 1) in the [Loyalty Terms Version 4.0.0](#). In case of discrepancies between the Loyalty Terms and this Annex II, the terms of this Annex II shall prevail.
3. **Bitpanda Card Rewards Program Benefits.** Eligible customers may receive the following benefits under the Bitpanda Card Rewards Program:
 - 3.1. **Cashback.** As part of the Bitpanda Card Rewards Program, customers receive a percentage-based reward, referred to as Cashback, on Qualifying Transactions made with their Bitpanda Card. Cashback is credited directly to the customer's E-Token Wallet in the form of a Supported Asset that was used for the transaction.
 - 3.1.1. The applicable Cashback percentage is fixed at 1% of all Qualifying Transactions and no longer determined by the Customer's BEST VIP Level within the Bitpanda Loyalty Program.
 - 3.1.2. Cashback applies only to Qualifying Transactions, as defined by Bitpanda in its sole discretion. Excluded from being considered as Qualifying Transactions and therefore not eligible for Cashback are the following:
 - (i) Any transaction where a Payment Asset other than an E-Token is used.
 - (ii) Transactions made using any E-Money-Token.
 - (iii) Transactions made using an E-Money Wallet or any other Supported Asset available on the Bitpanda Platform, whether designated as a Main Payment or Fallback Payment Asset.
 - (iv) ATM withdrawals.
 - (v) Any other transaction type that Bitpanda, at its sole discretion, deems ineligible for Cashback.
 - 3.1.3. Cashback rewards are subject to change at Bitpanda's discretion, and any modifications will be communicated to customers in advance.
 - 3.2. **Additional Benefits.** Bitpanda may introduce additional card benefits from time to time. Such benefits will be communicated separately, made available at

<https://www.bitpanda.com/en/card> for your review, and may be subject to additional terms and conditions.

4. Miscellaneous

- 4.1. Bitpanda reserves the right to modify, suspend, or terminate the Bitpanda Card Rewards Program at any time.
- 4.2. Fraudulent, abusive, or excessive use of the Program may result in disqualification from receiving benefits and/or account suspension.
- 4.3. Bitpanda is not liable for any losses incurred due to delays, changes, or termination of the Program.
- 4.4. Participation in the Program does not constitute a right to receive benefits.
- 4.5. This Annex II becomes effective upon acceptance through card activation.