

Bitpanda Visa Debit Terms and Conditions (TPML Cardholder Agreement)

This document contains the Bitpanda Visa Debit Cardholder Terms (**Terms**) and the Fee and Limits Schedule (**Schedule 1**). We refer to both of these together as the **Cardholder Agreement**.

IMPORTANT INFORMATION: Please read this Cardholder Agreement carefully before activating the Card. It becomes effective and binding on you when you activate or use the Card. This Cardholder Agreement will apply until the Card expires or until either of us ends this Cardholder Agreement, whichever happens first. The Fees and Limits Schedule at the end of this document forms part of this Cardholder Agreement.

If you do not agree with or accept any of these terms and conditions, you should close your Account, cancel your Card and stop using the App.

1. Definitions & Interpretation:

Account	The electronic money account provided by Bitpanda Payments GmbH and opened in accordance with the Payment Terms.
Account Provider/Bitpanda	Bitpanda Payments GmbH, incorporated in Austria with registration number FN 501412x and registered office address at Stella-Klein-Löw-Weg 17, Wien, 1020, Austria .
Cardholder Agreement	These terms and conditions relating to the use of the Card(s), which may change from time to time.
App	The mobile application provided by Bitpanda that allows you to access the Account and carry out certain Card-related functions such as activating the Card, viewing Transactions, blocking and unblocking the Card and raising queries with Customer Services in relation to use of the Card.
Applicable Law	Any law which applies to the provision and use of the Card (including, but not limited to, any local law of the jurisdictions into which the Program is provided and operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation published by any Regulatory Authority, any order issued by a court which has authority over you, us or Program Manager, or any rule or requirement set by Visa related to the Card and/or services to be provided under this Cardholder Agreement or any other rule that we consider to be valid and as amended from time to time.

Available Balance	The value of funds loaded onto the Account and available to spend with your Card.
Business Day	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Malta.
Card	Any Card which we issue to you under this Cardholder Agreement.
Customer Services	The contact center for dealing with queries about the Card. You can contact Customer Services by contacting Customer Support via the App or the Website under https://support.bitpanda.com .
Expiry Date	For Physical Cards: The expiry date showing on the Card. For Virtual Cards: the expiry date emailed or shown to you in-app following your application for a Virtual Card.
Fee	Any fee payable by you as referenced in the Fees and Limits Schedule.
Fees and Limits Schedule	The schedule contained in this Cardholder Agreement.
KYC	Means “Know Your Customer” and constitutes our verification of your Personal Details.
Visa	The payment network applicable to the Card.
Personal Details/ Personal Data	The registered personal identity details relating to the use of the Card and App including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.
Physical Card	A physical Card that you can use to carry out Transactions.
PIN	Personal Identification Number; that is, the security number provided for use with the Card.
Program	Means the issuance, marketing, sale, processing, administration, supervision, maintenance, servicing, authorisation or usage of the Cards and any other payment services provided under this Cardholder Agreement.
Program Manager	Marqeta, Inc., incorporated and registered in the United States of America with registered office at 180 Grand Ave, 6 th Floor, Oakland CA 94612; or Bitpanda on its behalf.
Regulatory Authority	Visa and/or any regulator or agency (for example, the Malta Financial Services Authority, which are the bodies which grant our licence and

supervise our actions) which has authority over us or Program Manager in relation to the Card or any services which we provide under this Cardholder Agreement.

Retailer	A retailer or any other person that accepts payment by Card.
Transaction	Using the Card to make: <ul style="list-style-type: none">i. a payment, or a purchase of goods or services from a Retailer where you pay (in full or in part) including where you pay over the internet, by phone or by mail order; orii. a cash withdrawal from an ATM or bank.
Username and Password	A set of personal codes selected by you in order to access the App.
Virtual Card	A non-physical Card that you can use to carry out Transactions. When we refer to a Physical Card in this Cardholder Agreement, we are referring only to the Physical Card and not to the Virtual Card.
Website	bitpanda.com
we, us or our	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 an electronic money institution.
you or your	You, the person who has entered into this Cardholder Agreement with us by virtue of your use of the Card and any other person you have authorised to use any Cards in accordance with this Cardholder Agreement.

2. Your Cardholder Agreement and Card

- 2.1. The Card is issued by us in accordance with our Visa licence and you must use the Card in accordance with this Cardholder Agreement.
- 2.2. You can download or print the latest version of this Cardholder Agreement at any time from the Website and/or request a paper copy from Customer Services.
- 2.3. The Card is a debit card connected to the Account provided to you by Bitpanda.
- 2.4. You are not permitted to resell the Card.
- 2.5. The Card is for your personal use only and you are not permitted to use it for business or commercial purposes.

3. Applying for and activating the Card

- 3.1. To apply for, and use, a Card you must be at least 18 and resident in the Economic European Area
- 3.2. You may apply for a Card via the App or Website and we may require you to provide information/documentary evidence to prove your identity and address and/or we may carry out electronic identification verification checks (known as 'KYC') on you.
- 3.3. When you receive the Physical Card, you must activate it via the App or Website. Virtual Cards are active upon issuance.
- 3.4. Provided we have been able to successfully complete KYC, you will receive an activation confirmation on the App and you will be able to use the Card.

4. Personal Details

- 4.1. When you buy goods or services online, some websites may require you to enter your Personal Details. If this happens, you should enter your up-to-date Personal Details.
- 4.2. You must notify Bitpanda of any change in your Personal Details as soon as possible by contacting Customer Services or updating the details in the App. You will have to pay for any loss that happens directly as a result of any delay in telling us about a change or if you have not told us because you've been grossly negligent or committed fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you.
- 4.3. We, or Program Manager, reserve the right at any time to satisfy ourselves that your Personal Details are correct (for example, by requesting relevant original documents) including so that we can prevent fraud and/or money laundering. Also, you authorise us or Program Manager to undertake electronic identity verification checks on you either directly ourselves or using relevant third-party companies, when you apply for a Card or at any time in the future.

5. Using the Card

- 5.1. You can use the Card subject to the Fees which you can find in the Fees and Limits Schedule at the bottom of this Cardholder Agreement. The Fees will be deducted from the Available Balance as they are charged to you.
- 5.2. Any Fees which are charged on a regular basis shall be payable by you proportionally up to the time when this Cardholder Agreement ends. If you pay any Fees in advance, they shall be reimbursed to you proportionally.
- 5.3. Your Card is to be used to spend the funds on your Account. Please refer to the Bitpanda Payment Terms for information on how to receive funds into your Account and to the Bitpanda Card Terms on how to spend your Available Balance.
- 5.4. Unless we inform you otherwise, you can use the Card at any Retailer which accepts Visa.

- 5.5. You must always ensure that you have sufficient Available Balance for each Transaction you authorise (including enough funds to cover value added tax and any other taxes, duties and applicable fees). If the Available Balance is insufficient to pay for a Transaction, some Retailers may not allow you to combine paying by Card with other payment methods.
- 5.6. There are certain circumstances where a Retailer may require you to have an Available Balance which is greater than the value of the Transaction you wish to make. Retailers may request this as they may need to access more funds than you initially planned to spend for example, when you make hotel or rental car reservations. If this happens, 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. We will only block access to the exact amount of funds which you authorise with the Retailer. You will only be charged for the actual and final value of the Transaction.
- 5.7. You cannot use the Card at Retailers who cannot check that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths which are not online). We are not responsible if a Retailer refuses to accept payment using the Card.
- 5.8. We do not recommend using a Virtual Card to buy an item over the internet that would require you to show a Physical Card in order to collect that item. For example, certain theatre ticket purchases, hotel stays, car rentals and online purchases picked up in person.
- 5.9. Depending on the type and location of the ATM and the Card settings, you may not be able to withdraw cash using a Virtual Card.
- 5.10. You can use the Card in accordance with the limits placed on it. The limits are set out in the Fees and Limits Schedule.
- 5.11. You must not use the Card for any illegal purposes.

6. Authorising Transactions

- 6.1. You must give your consent to each Transaction by a) using your PIN or other security code personal to you; b) providing the Card details; and/or c) providing any other details personal to you and/or the Card. Once you have given your consent to the Transaction, we will consider it to be authorised by you.
- 6.2. Once a Transaction has been authorised by you and received by us, it cannot be reversed.
- 6.3. Certain Retailers may not accept payments made through the Card and we accept no liability for this: it is your responsibility to check the restrictions of each Retailer.
- 6.4. Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services if you experience any problems using the Card and these will be resolved as soon as possible.

7. Managing & Protecting the Card

- 7.1. You will need a Personal Identification Number (PIN) in order to make payments at a Retailer with the Card. Your PIN will be available to set and view via the App.
- 7.2. If you forget your PIN, you can retrieve it from the App. For further assistance with any PIN-related queries, please contact Customer Services.
- 7.3. You must not give the Card to any other person or allow any other person to use it.
- 7.4. You are responsible for the Card, PIN and any related security details (we will refer to all of these as 'Security Details' in the rest of this clause 7) and must take all possible measures to keep them safe and entirely confidential. Examples of these measures include (but are not limited to):
 - (a) never letting any other person use your Security Details;
 - (b) never writing your Security Details on the Card or on anything you usually keep with the Card;
 - (c) keeping your Security Details secret at all times for example, by not using your PIN if anyone else is watching.
- 7.5. If you don't keep your Security Details safe, you may not be able to claim any losses if we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with unreasonable delay or with gross negligence. In all other circumstances, the maximum amount you will be required to pay will be €50.
- 7.6. If you believe that someone else knows any of your Security Details, you must notify us by contacting Customer Services immediately.
- 7.7. If we suspect or believe that there may be a security threat or a threat of fraud to the Card, Program Manager will notify you securely via email or push notification.
- 7.8. Once your Physical Card has expired or if it is found after you have reported it as lost or stolen, you must destroy it by cutting it in two through the magnetic strip.

8. Cancellation

- 8.1. You may cancel the Card and end this Cardholder Agreement at any time by contacting Customer Services.
- 8.2. Once the Card has been cancelled, you must destroy your Physical Card(s).

9. Expiry

- 9.1. You will not be able to use the Card following its Expiry Date. This Cardholder Agreement shall end on the Expiry Date unless we issue you with a replacement Card.

10. Termination or Suspension of the Card

- 10.1. When this Cardholder Agreement is terminated, the Card is closed. We, or Program Manager for us, may terminate this Cardholder Agreement at any time by giving you two months' advance notice (which will be sent to the email address that you have provided to us);
- 10.2. We, or Program Manager for us, can suspend the Card, restrict its functionality or terminate this Cardholder Agreement at any time immediately if:
- (a) you haven't given us information we need or we believe that any of the information that you have provided to us was incorrect or false; or
 - (b) a Transaction has been declined because you don't have sufficient funds in the Account or you do not repay money that you owe to us; or
 - (c) you do not provide the Personal Data that we need to be able to comply with our legal obligations and to fulfil this Cardholder Agreement; or
 - (d) we reasonably suspect that the security of the Card has been compromised or 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;
 - (e) your agreement with the Account Provider relating to the issuance of e-money or with Bitpanda GmbH has been suspended, restricted or terminated; or
 - (f) we believe that your use of the Card may result in harm to us or our systems; or
 - (g) we believe that your continued use of the Card may damage our reputation; or
 - (h) you become bankrupt; or
 - (i) we are required to suspend/restrict the Card or terminate this Cardholder Agreement under Applicable Law or if we believe that your continued use of the Card may be in breach of Applicable Law; or
 - (j) we cannot process some or all of your Transactions due to the actions of third parties; or
 - (k) you have breached this Cardholder Agreement in a serious or persistent way.
- 10.3. If we do suspend or terminate the Card then, if we are legally allowed to, we or Program Manager shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place. If we suspend or block the Card, we will unblock it as soon as the reasons for blocking no longer exist.

11. Loss or Theft of the Card

- 11.1. You are responsible for protecting the Card as if it were cash in your wallet – if it is lost or stolen, you may lose some or all of the money on the Card unless you contact us as set out in this clause.
- 11.2. You must contact Bitpanda immediately by reaching out to Customer Support via <https://support.bitpanda.com> if you know or suspect that a Card is lost, stolen or being used without your permission or that the PIN or any of the Security Details is known to

anyone else or if you think that a Transaction has not been carried out correctly. **You must also block the Card via the App in order that it can no longer be used. You can do this in the Cards section of the App.** The ability to block and unblock access to the Card is available to you at all times.

- 11.3. If the Card was lost, stolen or used by someone without your permission and you have reported it to us, you must pay the first €50 of losses. If our investigations show that you authorised a Transaction that you're disputing or that you acted fraudulently or that you negligently or intentionally breached the terms of this Cardholder Agreement (for example, by not keeping the Card or PIN safe), we won't refund you the amount spent.
- 11.4. Once you report a loss, theft or unauthorised use of the Card to us, we will block the Card so that it cannot be used.
- 11.5. Replacement Physical Cards will be sent to the most recent address you have provided to us and may be subject to a Fee.
- 11.6. You agree to cooperate with our agents, any Regulatory Authority, the police and us if the Card is lost, stolen or if we suspect that someone has used it fraudulently.
- 11.7. If you think that a Transaction has been made that you didn't authorise or you think that it was incorrect, you must tell Bitpanda as soon as possible, and no later than 13 months after the Transaction date, and we will refund the amount immediately (and in any event) no later than the end of the following business day after being notified of the unauthorised or incorrect transaction. We won't refund it if we believe that the incident may have been caused by a breach of this Cardholder Agreement, through gross negligence or if we have reasonable grounds to suspect fraud.
- 11.8. If you don't think we've carried out a Transaction correctly, we will immediately try to trace the Transaction and will notify you of the outcome. We will not charge you for doing this. If we are liable for the Transaction, we will refund the amount as soon as we can, together with the amount of any charges which may have been charged to you.
- 11.9. If a Transaction that you carried out within the European Economic Area arrived later than it should have according to the terms of this Cardholder Agreement, you may ask us to contact the receiving bank to ask them to treat it as if it was made on time.
- 11.10. If you ask us to investigate a Transaction which is initiated by a Payee (for example, a recurring payment that you have authorised) and the exact Transaction amount was not specified when you authorised the payment and the amount was more than you could have reasonably expected, taking into account your previous spending pattern, the terms of this Cardholder Agreement and the relevant circumstances of the case, we will refund that amount.
- 11.11. We won't refund it if the amount relates to currency exchange fluctuations, if you have given your consent to execute the Transaction directly to us or if information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks before the due date of the Transaction.
- 11.12. We will only provide a refund if you request it from us within 8 weeks of the date on which it was debited.

12. Payment Disputes

- 12.1. If you dispute a Transaction that you have authorised, and which has been processed on the Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with the Card.
- 12.2. If the dispute cannot be resolved, you should contact us at Customer Services, and we will try to help you resolve it.
- 12.3. If you think that a Transaction was carried out without your consent or in error, you may ask Bitpanda to investigate it. If an investigation occurs, the disputed amount will be unavailable to spend until our investigation is complete. If we receive information that proves the Transaction was genuine, the relevant amount will be deducted from your Available Balance and we may charge you an investigation fee (as set out in the Fees and Limits Schedule). If you do not have sufficient Available Balance, you must repay us the amount immediately when we ask for it.

13. Foreign Exchange

- 13.1. The currency of the Card is notified to you when you receive your Card. If you use the Card in a currency other than the currency of the Card (we will refer to this amount in this clause as the “Foreign Currency Transaction”), we will use an exchange rate set by Visa to convert the amount to the currency of the Card and we will deduct it from your Available Balance. For example, if the currency of the Card is Euros and you buy a product in Pounds Sterling, we will convert the Pounds to Euros and then deduct the Euros amount from your Available Balance.
- 13.2. You may also be charged a foreign exchange Fee. If you are charged this, it is set out in the Fees and Limits Schedule below.
- 13.3. You can compare charges for currency conversion with other Cards’ charges by checking the real-time percentage difference between the amount that will be charged on the Card for a Foreign Currency Transaction (which consists of the mark-up applied by Visa as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Website before you make a Foreign Currency Transaction. This information will also be sent to you by push notification after making a relevant Foreign Currency Transaction, where the law requires us to do this. You can opt out of receiving this notification by changing the communication preferences in the App settings.

14. Our Liability

- 14.1. We shall not be liable for:
 - (a) any loss which occurs from anything which is directly or indirectly beyond our control. Examples of this include: if there aren’t enough funds in an ATM, if the ATM network fails, if you can’t withdraw funds due to the ATM operator settling limits on

funds that can be withdrawn or if their data processing system doesn't work properly;

- (b) any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- (c) any loss which happens as a result of any use of the Card that does not comply with this Cardholder Agreement;
- (d) any goods or services that are bought with the Card; and
- (e) anyone refusing to accept the Card;
- (f) any damages that you suffer due to loss, fraud or theft that you have reported to us later than 13 months after the event/debit date.

14.2. If the Card is faulty and this is our fault, our sole responsibility will be to replace the Card;

14.3. If funds are incorrectly deducted from your Available Balance and this is our fault, our sole responsibility will be to pay you the correct amount.

14.4. Nothing in this Cardholder Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

14.5. The above exclusions and limitations set out in this clause will also apply to any of our partners, including Visa and other suppliers, contractors, representatives and any of their partners (if any) which may arise in connection with this Cardholder Agreement.

15. Complaints

15.1. If you would like to make a complaint about the Card, please send an email to Bitpanda's Customer Service department at <https://support.bitpanda.com/>.

15.2. Bitpanda's Customer Service will try to respond to you as quickly as possible and at the latest within 15 Business Days.

15.3. If you're not happy with the response from Customer Service, you can escalate your complaint to TPML's Complaints Department by writing to complaints@transactpay.com. Please ensure you include the required Personal Details so that we can properly identify and contact you.

15.4. If TPML's Complaints Department is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. You will receive a formal response of their findings within 35 Business Days of your complaint.

15.5. We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.

15.6. In the unlikely event that we are unable to resolve your issue to your satisfaction you have the right to refer your complaint to the Central Bank of Malta using the following email address: complaints@centralbankmalta.org.

- 15.7. If, following your escalation to the Central Bank of Malta, your issue is not resolved to your satisfaction you have the right to refer your complaint to the Arbiter for Financial Services at the following address: Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta (Telephone+ 356 21249245, Website: <https://financialarbiter.org.mt>).

16. General Communication

- 16.1. When we or Program Manager communicate with you, we'll do it via the Website and/or by notification on your App and/or by email or mobile device. We'll use the latest contact details which you have provided us with.
- 16.2. You may contact Customer Services via the details which are set out in clause 1 of this Cardholder Agreement.

17. Personal Data

- 17.1. We will collect certain information about you so that we can provide and operate the Card program. We need you to provide your Personal Data (for example, your name and address) so that we can carry out our obligations under this Cardholder Agreement (for example, so that we can send you a card with your name on it and send it to the right address). Sometimes, we may need to use your Personal Data so that we can take certain steps, where you ask us to, before we enter into this Cardholder Agreement. If you don't provide the Personal Data which we ask you for, we will take steps to end this Cardholder Agreement in accordance with clause 10.2(c) above.
- 17.2. We will manage and protect your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our [Privacy Policy](#) which is provided to you at the time we collect your Personal Data.

18. Changes to the Terms and Conditions

- 18.1. We may update or amend this Cardholder Agreement at any time if we give you at least 2 months' notice first. If we do this, we shall ask Program Manager to notify you (via Bitpanda) on the App, by e-mail or mobile device (using the latest contact details you have provided us with).
- 18.2. If you do not agree with the changes to the Cardholder Agreement, you may end this Cardholder Agreement at any time within the 2-month notice period in accordance with clause 8. If you don't notify us before the 2-month deadline, we will consider that you have accepted the changes to this Cardholder Agreement.
- 18.3. If any part of this Cardholder Agreement does not comply with any regulatory requirements, then we will not rely on that part but we'll treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we

can fully comply with the new regulatory requirement, we will make those changes as soon as we reasonably can.

19. Language

- 19.1. The English language version of this Cardholder Agreement, any communications that we send to you and any content on the App or Website content will apply. If we translate this Cardholder Agreement or any other content relating to the Program into another language, the translated version is for reference only.

20. Governing Law

- 20.1. This Cardholder Agreement is governed by Maltese law.

21. Jurisdiction

- 21.1. You agree to the non-exclusive jurisdiction of the courts of Malta. 'Non-exclusive jurisdiction' means that you may also have the right to refer a dispute to the court of another country.

22. Miscellaneous

- 22.1. Any delay or failure to exercise any right or remedy under this Cardholder Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time. This means that if we don't enforce our rights against you at a particular time, we are still able to do so at a later time.
- 22.2. The Card is a payment service product and not a deposit or credit or banking product. It is therefore not governed by the Depositor Compensation Scheme. Please refer to your agreement with the Account Provider in relation to the safeguarding of your funds.
- 22.3. If any provision of this Cardholder Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 22.4. You may not assign or transfer any of your rights and/or benefits under this Cardholder Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Cardholder Agreement have been paid by you in full. We may assign our rights and benefits under this Cardholder Agreement to a third party and may subcontract any of our obligations under this Cardholder Agreement, if we reasonably believe that this would not have a significant negative effect on your rights.

Fees and Limits Schedule

Issuing Fees	Fees
Virtual/Physical Card Fee	0
Transaction Fees and usage	
ATM withdrawal (exclusive of ATM operator fees)	0
Foreign Exchange charge	0% (on top of mark-up applied by Visa)
Miscellaneous Fees	
Chargeback processing	0
Card Replacement Fee (where card is lost, stolen, misappropriated, subjected to unauthorised use)	0

LIMITS

Limit Type	Frequency	EURO/No.
Max. Total Spend (EURO)	1 month	280,000
Max. Number POS (#)	1 day	30
Max. Value POS (EURO)	1 day	10,000
Max. Value POS (EURO)	4 days	40,000
Max. Number ATM (#)	1 day	15
Max. Number ATM (#)	4 days	60
Max. Value ATM (EURO)	1 day	500