

# Användarvillkor EDGE

Dessa villkor gäller fr.o.m. den 1 januari 2021.

## Inledande bestämmelser

Dessa användarvillkor ("Användarvillkoren") gäller för användning av de tjänster som tillhandahålls av Plexian AB (publ.), org.nr: 559109-0559, besöksadress: Gustav Adolfs Torg 8B, 211 39 Malmö, tfn 040-602 54 15, e-post info@plexian.se ("Plexian" eller "vi") på <http://www.plexian.se/> samt genom den mobila applikationen EDGE (gemensamt benämnda "EDGE").

Plexians huvudsakliga verksamhet och syfte är att främja en bättre ekonomi och utvecklar egna verktyg samt lösningar tillsammans med utvalda samarbetspartners för att förenkla, utbilda och hjälpa dig att få en bättre ekonomi.

## Personuppgiftsbehandling

Plexians tillhandahållande av tjänsterna enligt dessa Användarvillkor innebär personuppgiftsbehandling. Behandlingar genomförs enligt Plexians [Integritetspolicy](#)

## 1. EDGE som tjänst

Plexian hjälper dig så länge du är användare av EDGE att fatta bättre beslut för din vardagsekonomi. Genom att nyttja de erbjudanden som finns tillgängliga via EDGE får du återbäring och sparar pengar, se punkten 4 nedan, ("Syftet") genom;

- 1.1 att tillgodogöra dig återbäring från Plexians handlarnätverk;
- 1.2 att få ersättning från leverantören av undersökningar genom att besvara enkäter i appen;
- 1.3 att få ersättning genom att delta i tävlingar, undersökningar, tipsa en vän mm; och
- 1.4 att få bättre villkor på diverse krediter och försäkringar.

Notera att du behöver ingå separata avtal med av Plexian utvalda samarbetspartners för att uppnå Syftet. De tjänster som Plexian själv levererar är begränsade till att呈现出 och koordinera erbjudanden från samarbetspartners i EDGE och att överföra återbäring till ditt bankkonto i enlighet med ett erbjudande i EDGE och dessa Användarvillkor ("Tjänsterna").

## 2. Registrering av användarkonto i EDGE

För att kunna använda EDGES tjänster enligt dessa Användarvillkor behöver du först registrera dig hos Plexian. Säväl registrering som användandet av EDGE och Tjänsterna är kostnadsfritt och du har i enlighet med nedan rätt att när som helst utan kostnad säga upp ditt användarkonto med omedelbar verkan. Du registrerar dig genom att identifiera dig med Mobilt BankID och däri lämna information som namn och personnummer och dels godkänna Användarvillkoren, dels samtycka till behandling av dina personuppgifter enligt Plexians integritetspolicy.

Du ansvarar för all aktivitet som sker med ditt konto och för att informationen som du lämnar till Plexian i EDGE är korrekt, fullständig och hålls uppdaterad. Du får inte göra ändringar i EDGE eller dess innehåll på annat sätt skada Plexian eller våra samarbetspartners.

## 3. Ingående av avtal med samarbetspartners

Plexian samarbetar med;

- 3.1 ett kortutgivande bolag som ensidigt kan komma att ändras från tid till annan av Plexian, för närvärande Transact Payments Limited, 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA organisationsnummer 108217 som ger ut det EDGE-profilerade VISA kortet; och
- 3.2 olika handlare som vid var tid erbjuder återbäring, rabatter och andra förmåner till EDGES användare ("Handlare").

#### **4. Intjänning och utbetalning av återbäring**

Du får återbäring, rabatt eller andra mervärden vid inköp av varor och tjänster från våra Handlare, enligt de erbjudande som återfinns i EDGE. För att tillgodogöra dig en Handlares erbjudande så behöver du aktivera erbjudandet i EDGE samt använda EDGES VISA kort vid köptillfället. Nivån på återbäringen framgår av respektive erbjudande. Återbäring innebär att du vid köptillfället betalar fullt belopp. Plexian koordinerar erbjudande med Handlare och överföringen av återbäringen till ditt konto när denna utbetalats av Handlare till Plexian. Återbäringen kan dröja upp till tre (3) månader efter att varan/tjänsten betalats för och/eller utnyttjats, i vissa undantagsfall kan det dröja längre.

EDGE reserverar sig för eventuella felaktigheter i information om återbäring och EDGE har rätt att justera återbäringen i efterhand vid fel. Notera att återbäringen beräknas på villkoren i kampanjen exklusive moms, frakt och övriga kostnader.

#### **5. Immateriella rättigheter**

Du förstår och accepterar att EDGE innehåller material tillhandahållit av oss och tredje part och att sådant material kan innehålla immateriella rättigheter. Du samtycker till att respektera samtliga immateriella rättigheter, inklusive men inte begränsat till upphovsrätt, varumärke och firmanamn (oaktat om det registrerats eller ej) innefattat eller uppvisat i EDGE eller som du fått tillgång till i samband med nyttjande av Tjänsterna.

Du får enbart använda innehållet i EDGE för ditt eget användande av Tjänsterna och du får inte använda innehållet för kommersiella syften eller i strid med tillämplig lagstiftning eller Användarvillkoren. Du får använda sådant innehåll enbart för ändamålet att använda EDGE och Tjänsterna. Du erhåller ingen annan licens att använda ovan nämnda immateriella rättigheter utom vad som uttryckligen anges i dessa Användarvillkor.

Du förstår och accepterar att innehåll som tillgängliggörs i EDGE kan tillhöra tredje parter, samt att vi inte har kontroll över sådant innehåll. Därför förstår och accepterar du att vi inte ska hållas ansvariga för sådant innehåll som tillhandahålls av tredje part och visas upp eller finns tillgängligt i EDGE om inte annat följer av tvingande lag.

#### **6. Ansvarsbegränsningar**

Du är ansvarig gentemot Plexian för den skada som åsamkas Plexian, eller tredje part, på grund av ditt brott mot Användarvillkoren, inklusive men ej begränsat till, missbruk av EDGE eller Tjänsterna.

Vi eftersträvar en hög tillgänglighet för EDGES olika funktioner men det kan förekomma situationer då EDGE eller Tjänsterna inte kommer att vara tillgängliga, inklusive men inte begränsat till, underhåll och omständigheter utanför vår kontroll, för vilka vi aldrig ansvarar. EDGE tillhandahålls i befintligt skick utan garantier av något slag och din användning av Tjänsterna eller EDGE är enbart ditt ansvar. Vi lämnar inte några garantier, direkta, underförstådda eller på annat sätt, rörande tillgänglighet, kvalité, duglighet för något särskilt syfte, lämplighet eller riktighet av EDGE eller Tjänsterna.

Plexian ansvarar inte för att Handlare fullgör sina skyldigheter med anledning av butikserbjudanden. Plexians skyldighet med avseende på överföring av återbäring är således villkorad av att respektive Handlare överfört motsvarande återbäring till Plexian. Din rätt till återbäring på gällande erbjudanden är likaså villkorad av att du fullgör dina betalningsskyldigheter i förhållande till respektive Handlare, samt inte återlämnar den köpta varan eller tjänsten. Vid eventuell återlämning av delar av vara eller tjänst utgår ingen återbäring på värdet på den delen som lämnats tillbaka. Inte heller ansvarar Plexian för de varor eller tjänster som du köper från en Handlare, och därmed inte för reklamationsärenden, avhjälpende, omleverans, återbetalning, produktansvar, skadestånd eller liknande med anledning av köpta varor eller tjänster.

I den utsträckning som tillåts under tvingande lagstiftning och med undantag för skada som orsakats av Plexian grova vårdslöshet eller uppsåtligt agerande som Plexian svarar för, ansvarar vi inte gentemot dig eller någon tredje part för någon direkt, indirekt eller någon annan skada av något slag inklusive, men ej begränsat till, utebliven vinst och inkomstförlust, som uppkommer på grund av eller i samband med Användarvillkoren, Plexian tillhandahållande av Tjänsterna, ditt nyttjande av Tjänsterna eller oförmåga att använda Tjänsterna eller EDGE. Vi är inte ansvariga gentemot dig för några tredje partskrav som riktas mot dig.

#### **7. Ändringar av villkor och uppsägning av tjänsterna**

Vi har rätt att ändra Användarvillkoren och integritetspolicyn. Plexian kommer att informera dig om sådana ändringar senast trettio (30) dagar innan en ändring träder i kraft. Vi kommer att lämna dig sådan information i EDGE.

Du har rätt att när som helst och utan föregående uppsägningstid säga upp ditt användarkonto och medlemskap i EDGE utan kostnad genom att maila en uppsägning till adressen kontakt@plexian.se eller skriftligen till vår postadress.

Plexian har rätt att stänga av din tillgång till EDGE med omedelbar verkan om vi har anledning att tro att du bryter mot Användarvillkoren. Vidare förbehåller vi oss rätten att, efter eget godtycke, när som helst modifiera, avbryta eller temporärt eller permanent upphöra med vårt tillhandahållande av EDGE eller Tjänsterna utan föregående meddelande eller om så krävs enligt lag eller myndighetsbeslut. Du accepterar att vi inte ansvarar gentemot dig eller någon tredje part för sådan modifikation, avbrott eller upphörande.

## 8. Överlåtelse

Du får inte överlätta eller överföra några rättigheter eller skyldigheter under Användarvillkoren.

Plexian äger rätt att utan föregående inhämtande av godkännande, överläta det avtal som ingåtts med dig genom din accept av Användarvillkoren till annat bolag i samma koncern som Plexian eller till en tredje man i anslutning till en överlåtelse av alla eller väsentligen alla tillgångar i Plexian.

## 9. Lagval och tvistelösning

Användarvillkoren ska tolkas och tillämpas i enlighet med svensk lag, dock utan tillämpning av dess lagvalsregler. All marknadsföring avseende EDGE följer svensk lag. Alla villkor avseende EDGE och Tjänsterna är på svenska och eventuell kommunikation avseende på EDGE och Tjänsterna sker på svenska.

Eventuella klagomål på EDGE eller Tjänsterna lämnas till kontakt@plexian.se. Plexian kommer därefter att bedöma klagomålet och snarast återkoppla till dig med vår bedömning.

Tvist eller krav som uppstår rörande eller i samband med Användarvillkoren, din användning av EDGE och Tjänsterna eller vid brott, uppsägning eller ogiltighet av Användarvillkoren ska slutligen avgöras av svensk domstol, med Malmös tingsrätt som första instans, om inte annat följer av tvingande lag.

Som alternativ tvistelösningsmetod har du även möjlighet att vända dig till din lokala konsumentvägledare eller Allmänna Reklamationsnämnden. ARN har följande postadress: ARN, Box 174, 101 23 Stockholm. Se även [www.arn.se](http://www.arn.se) för fler kontaktuppgifter och mer information om förfarandet i ARN. Vid eventuell tvist följer vi alltid ARN:s rekommendationer.

## Plexian Card Terms and Conditions

**IMPORTANT INFORMATION:** Please read this Agreement carefully before activating your Account. This Agreement becomes effective and binding on you upon your activation or use of your Card and for the entire period of validity of your Card.

This Agreement is between **You** and **Transact Payments Malta Limited (“TPML”)** a company incorporated in Malta with registered address Vault 14, Level 2, Valletta Waterfront, Floriana, FRN 1914 and company registration number 91879 and authorised by the Malta Financial Services Authority or the Program Manager acting on its behalf.

### 1. Definitions & Interpretation:

<b>Account</b>	The electronic money account associated with your Card.
<b>Additional Card</b>	Any additional Card which is issued to a person any time after the successful registration of an Account.
<b>Additional Cardholder</b>	A person who you have authorised to hold an Additional Card.
<b>Agreement</b>	These terms and conditions relating to the use of your Card(s) as amended from time to time.
<b>Applicable Law</b>	Any applicable law (including, but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Scheme related to the issuance, sale, authorisation or usage of the Cards and/or services to be provided under this Agreement or such other rule as deemed valid by TPML from time to time.
<b>Available Balance</b>	The value of unspent funds loaded onto your Account and available to use.
<b>Business Day</b>	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Malta.
<b>Card</b>	Any prepaid Card issued to you in accordance with this Agreement.
<b>Customer Services</b>	The contact centre for dealing with queries about your Card and Account. You can contact Customer Services by: <ol style="list-style-type: none"><li>i. e-mailing <a href="mailto:help@plexian.se">help@plexian.se</a> from the email address registered to your Account; or</li></ol>

- ii. via the Support function in the Edge App; or
- iii. writing to Customer Service, Gustav-Adolfsborg 8b, S-21139 Malmö

**EEA** European Economic Area.

**Expiry Date** The expiry date showing on your Card.

**Fee** Any fee payable by you as referenced in the Fees & Limits Schedule.

**Fees & Limits Schedule** The schedule contained in this Agreement and which forms part of this Agreement.

**KYC** Means “Know Your Customer” and constitutes our verification of your Personal Details.

**Merchant** A retailer or any other person that accepts e-money.

**Edge App** The Edge mobile application that allows you to access your Account, perform Account-related activities and view Card and Transaction related information.

**Personal Data** The registered personal identity details relating to the use of your Card and Account 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.

**PIN** Personal Identification Number; that is, the security number provided for use with your Card.

**Program Manager** Plexian AB (publ) (trading as “Plexian”) with registration number 559109-0559 and registered address Gustav-Adolfsborg 8b, S-21139 Malmö

**Regulatory Authority** as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this agreement, including without limitation the Malta Financial Services Authority

**Schemes** Mastercard or Visa as applicable and as shown on your Card; Mastercard is a registered trademark of Mastercard International Incorporated. Visa is a registered trademark of Visa International.

<b>Transaction</b>	The use of your Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Card.
<b>Username and Password</b>	A set of personal codes selected by you in order to access your Account;
<b>we, us or our</b>	Transact Payments Malta Limited ("TPL") a company incorporated in Malta Gibraltar with registered address Vault 14, Level 2, Valletta Waterfront, Floriana, FRN 1914, company registration number 91879, and authorised by the Malta Financial Services Authority as an electronic money institution or the Program Manager acting on its behalf.
<b>you or your</b>	You, the person who has entered into this Agreement with us by virtue of your use of the Card and or Account and any other person you have authorised to use any Cards in accordance with this Agreement.

## **2. Your Agreement, Card and Account**

- 2.1.** Your Card is issued by us pursuant to a licence from the Scheme and your rights and obligations relating to the use of the Card are subject to this Agreement.
- 2.2.** You can download the latest version of this Agreement at any time from the Edge App and/or request a paper copy from Customer Services.
- 2.3.** Your Card is an e-money product; it is not a credit, charge or debit card or connected in any way to your bank account.
- 2.4.** You are not permitted to resell the Card.

## **3. Activation of your Card**

- 3.1.** To apply for, and use, a Card you must be at least 18 and a resident of Sweden.
- 3.2.** You may apply for a Card by joining a F24S gym and signing up for their loyalty program.
- 3.3.** In order to activate the Card, you must download the Edge App and follow the prompts which will guide you through the activation procedure. Your PIN will be provided via the Edge App.
- 3.4.** Provided we have been able to undertake KYC, you shall receive an activation confirmation by email or on the Edge App and you will be able to use the Card.
- 3.5.** Regardless of the type of Card you have, you are permitted to have only one Account where your Available Balance is located. If we discover that you do have more than one Account, we may block your Card and terminate this Agreement.

#### **4. Personal Details**

- 4.1.** When entering into Transactions over the internet, some websites may require you to enter your Personal Details and, in such instances, you should supply the most recent Personal Details that you have provided us with.
- 4.2.** You must notify us of any change in your Personal Details as soon as possible by contacting Customer Services or updating the details in the Edge App. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.
- 4.3.** We reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Account, you authorise us to undertake electronic identity verification checks on you either directly or using relevant third parties.

#### **5. Loading your Card**

- 5.1.** Funds may be added to your Account by any of the permitted methods set out in the “Loading Fees” section of the Fees and Limits Schedule.
- 5.2.** To load your Card by debit card, you must use a debit card that has been issued by a regulated financial institution in the EEA and registered in the same name and address as your Card.
- 5.3.** We reserve the right to request KYC documents and verification of your source of funds at any point.
- 5.4.** Fund loading limits may vary according to the type of Card and as set out in the Fees & Limits Schedule.
- 5.5.** If enabled, you will have the option to transfer your Available Balance or part balance from your Card or Account to other Accounts that may be held with us (i.e. a “Card-to-Card” transfer). If you instruct us to make a transfer from your Account to another person’s Account, the requested amount will be debited from your Account and credited to the other person’s Account in accordance with your instructions. You may incur a Card-to-Card Transfer Fee for this transaction.

#### **6. Using your Card**

- 6.1.** Your use of the Card is subject to the Fees detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance.
- 6.2.** Unless we inform you otherwise, you can use the Card at any Merchant who accepts the Scheme to carry out Transactions.
- 6.3.** You must always ensure that you have sufficient Available Balance for each Transaction you authorise (including value added tax and other taxes, duties and applicable fees). If the Available Balance is insufficient to pay for a Transaction, some Merchants may not permit you to combine the use of your Card with other payment methods.

- 6.4.** If for any reason a Transaction is carried out but its amount exceeds the Available Balance, you must pay us the deficit immediately, and if you fail to do so after receiving a notification from us, we reserve the right to take all necessary steps, including legal action, to recover this deficit.
- 6.5.** There are certain circumstances where a Merchant may require you to have an Available Balance greater than the value of the Transaction you wish to make and you will only be charged for the actual and final value of the Transaction. Merchants may request this as they may need to access more funds than you initially planned to spend for example, when making hotel or rental car reservations. In the event that a Merchant has prior authorization on your Card, you will not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access to the exact amount of funds authorised by you.
- 6.6.** Your Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths). We accept no liability if a Merchant refuses to accept payment using the Card.
- 6.7.** You must not use the Card for any illegal purposes, including the purchase of goods and services prohibited by Applicable Law.
- 6.8.** You receive a cashback, discount or other added value when purchasing goods and services from Merchants who participate in the Edge rewards program (“Participating Merchants”). You can find more details of the offers, Participating Merchants and applicable rules in the Edge App. To benefit from a Participating Merchant’s offer, you need to activate the offer in the Edge app and use the Edge Visa card at the time of the purchase. The level of the cashback is stated in the respective offer. Cashback means that you pay the full amount at the time of the purchase. Plexian coordinates the offer with the Participating Merchant and the transfer of the cashback amount to your Account when it has been paid by the Participating Merchant to Plexian. The cashback may take up to three (3) months after the product/service has been paid for and/or used. In some exceptional cases it may take longer.
- 6.9.** Plexian is not liable for any errors in the cashback information and has the right to amend the cashback retrospectively in the event of errors. Note that the cashback is calculated based on the terms of the campaign exclusive of VAT, shipping and other costs.
- 6.10.** These terms and conditions do not govern any cashback, discount or other offer which is offered to you by Plexian and not by TPL. Accordingly, TPL accepts no liability for your use of such offers. Please consult the Edge App for the applicable terms.

## **7. Authorising Transactions**

- 7.1.** You will need to give your consent to each Transaction so that we can check it is genuine by, where applicable, a) using your PIN or other security code personal to you; b) signing a sales voucher; c) providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.

**7.2.** The time of receipt of a Transaction order is when we receive it. If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.

**7.3.** Once a Transaction has been authorised by you and received by us, it cannot be revoked.

**7.4.** Where a Merchant's payment service provider is located within the EEA and the payment services being carried out are in the currency of an EEA Member State, we shall ensure the cash transfer to the Merchant's payment service provider within 4 Business Days following the day on which the Transaction order is received.

**7.5.** Certain Merchants 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 Merchant.

**7.6.** Your ability to use or access the Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Customer Services to notify us of any problems you are experiencing using your Card or Account and we will try to resolve these as soon as possible.

## **8. Managing & Protecting Your Account and Card**

8.1. Your PIN is made available to you in the Edge App. You will need this PIN in order to make cash withdrawals from an ATM or at a bank.

8.2. To be able to utilize Plexian Edge, you need to have an issued electronic id ("BankID"). To obtain a BankID certificate, you must prove your identity by showing your identity card or passport at a local office of one of the issuing banks. More information about bank id can be found here: <https://www.bankid.com/en/>

8.3. In order to use the Card, you must download the Plexian Edge app from the Apple Store or Google Play. You must provide your social security number (YYYYMMDD-XXXX) and authenticate via the bank id app using your PIN code. Authentication with BankID is a pre-requisite for logging into the Edge App.

8.4. You will need BankID to access your Account and perform the following functions (as well as any other functions specified in the Edge App) in relation to your Card online:

- i. check your Available Balance;
- ii. check your Transaction Details; and
- iii. change your Password.

8.5. You must not give your Card to any other person or allow any other person to use it.

8.6. You are responsible for your Account, Card, PIN, Edge App login credentials and any related security details ("Security Details") and must take all possible measures to keep them safe and entirely confidential. Such measures include (but are not limited to):

- i. never writing your Security Details on your Card or on anything you usually keep with your Card;

- ii. keeping your Security Details secret at all times for example, by not using your PIN if anyone else is watching.
- 8.7. Failure to comply with this condition 8 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances, your maximum liability shall be as set out below at condition 12.
- 8.7. If you believe that someone else knows your Security Details, you must notify us by contacting Customer Services immediately.
- 8.8. In the event that we suspect or believe that your Card may be subject to any fraud or security threats, we will notify you by letter to postal address asking you to contact customer service via the Edge App.
- 8.9. Once your 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.

## **9. Cancellation**

- 9.1. If you have ordered your Card online, you may cancel it free of charge before activating and using it, and up to 14 calendar days after the date of activation (the **Cancellation Period**) by writing to Customer Services. This does not apply to replacement Cards where the cancellation period for the original Card has expired.
- 9.2. You may also terminate your Card at any time by contacting Customer Services and exercising your redemption rights under condition 10.
- 9.3. Once your Card and Account have been cancelled, the Card will no longer work for transactions and cannot be reactivated.
- 9.4. If your gym membership is cancelled, you can continue to use your Card for Transactions until the card expires or until this Agreement is terminated.
- 9.5. Once we have received all necessary information from you (including KYC) and all Transactions and applicable fees and charges have been processed and deducted, we will refund any Available Balance to you provided that:
- i. you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
  - ii. we are not required to withhold your Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.
- 9.6. If, following reimbursement of your Available Balance, any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, we will notify you of the amount and you must immediately repay to us such amount on demand.

## **10. Expiry & Redemption**

- 10.1. This Agreement shall terminate on the Expiry Date of your Card unless you are issued with a replacement card.
- 10.2. You may redeem your Available Balance by contacting Customer Services at any time while your Account is open. Once your Account is closed, and subject to any legal obligations with which we must comply, you will be able to redeem your Available Balance at any time within six years from the date this Agreement was terminated. When we process your redemption request, we may require you to provide us with KYC information and/or documents in order to verify your Personal Details in accordance with legal requirements. We may charge a Redemption Fee if you request redemption of your Available Balance before, or 12 months after, expiry of this Agreement. Any such Redemption Fee is set out in the Fees & Limits Schedule.
- 10.3. We shall have the absolute right to set-off, transfer, or apply sums held in your Account or Cards in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.

## **11. Termination or Suspension of your Card and Account**

- 11.1. When this Agreement is terminated, your Account is closed. We may terminate this Agreement at any time by giving you two months' advance notice (to the most recent email address with which you have provided us).
  - a.
- 11.2. We can suspend your Card/Account, restrict its functionality or terminate this Agreement at any time with immediate effect if:
  - i. you haven't given us the information we need or we believe that any of the information that you have provided to us was incorrect or false; or
  - ii. a Transaction has been declined because of a lack of Available Balance or you do not repay money that you owe to us; or
  - iii. you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement; or
  - iv. 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 manner or for fraudulent or other unlawful purposes; or
  - v. we believe that your use of the Card may result in harm to us or our systems; or
  - vi. we believe that your continued use of the Card may damage our reputation; or
  - vii. you become bankrupt; or
  - viii. we are required to do so under Applicable Law or where we believe that continued operation of the Program may be in breach of Applicable Law; or
  - ix. you do not access your Account for 3 years; or

- x. we cannot process some or all of your Transactions due to the actions of third parties; or
- i. you have breached this Agreement.

- 11.3. In the event that we do suspend or terminate your Card then, where lawfully permitted, we 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.
- 11.4. Unless or until you or we terminate this Agreement, or your Card expires and no replacement Card is issued to you, this Agreement will remain in force.

## **12. Loss or Theft of your Card.**

- 12.1. You are responsible for protecting your 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 your Card unless you contact us as specified in this condition.
- 12.2. You must contact us without delay by calling us on +46(0)10 551 55 39 if you know or suspect that a Card is lost, stolen, misappropriated or subject to unauthorised use or that the PIN or any Card related Security Details are known to an unauthorised person or you think that a Transaction has been incorrectly executed.
- 12.3. You shall be liable for up to a maximum of €50 of losses due to unauthorised Transactions made before you informed us about the theft, loss or misappropriation of the Card. If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently or with intent breached the terms of this Agreement (for example, by not keeping your Card or PIN safe), you may be liable for any loss we suffer due to use of the Card.
- 12.4. Once a loss, theft or unauthorised use of your Card is reported, use of the Card shall be blocked to avoid further losses.
- 12.5. Replacement Cards will be sent to the most recent address you have provided and will be subject to a Fee.
- 12.6. You agree to cooperate with our agents, any supervisory authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.
- 12.7. In the event that you inform us of an unauthorised or incorrectly executed Transaction without undue delay, and in any event no later than 13 months after the debit date, we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Agreement, through gross negligence or we have reasonable grounds to suspect fraud.
- 12.8. In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.
- 12.9. In the event that a Transaction that was executed within the EEA arrived later than it should have according to the terms of this Agreement, you may request that we contact

the receiving payment institution to ask them to treat it as if it was made on time.

12.10 In the event that a Transaction is made which is initiated by a Payee, we will provide a refund of that amount, subject to clause 12.11, only in circumstances where you can prove that:

12.10.1 the exact Transaction amount was not specified when you authorised the payment; and

12.10.2 the amount of the Transaction exceeds the amount that you could have reasonably expected, taking into account your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case.

12.11 The refund referred to in 12.9 will not be provided if:

12.11.1 the amount relates to currency exchange fluctuations; or

12.11.2 you have given your consent to execute the Transaction directly to us; or

12.11.3 information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks prior to the due date of the Transaction; or

12.11.4 you request the refund from us later than 8 weeks from the date on which it was debited.

### **13. Payment Disputes**

13.1 If you dispute a Transaction that you have authorised and which has been processed on your 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 your Card.

13.2 If your dispute with a Merchant relating to a Transaction cannot be resolved you should contact us at Customer Services, and we will attempt to assist you as far as is reasonably practicable.

13.3 If you have reason to believe that a Transaction was carried out without your consent or in error, you may ask us to investigate the Transaction. If we investigate the Transaction, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your Available Balance and we may charge you an investigation fee. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

### **14 Foreign Exchange**

**14.1** If you use your Card in a currency other than the currency in which your Card is denominated, the amount deducted from your Available Balance will be the amount of the Transaction converted to your Card currency using a rate set by the Scheme on the date the Transaction is processed. You may also be charged a foreign exchange Fee as set out in the Fees & Limits Schedule. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a foreign currency transaction (consisting of the mark-up applied by the Scheme as well as any

other charges) and the latest available euro foreign exchange reference rates issued by the European Central Bank. You can view this information in the Edge App.

## **15 Our Liability**

15.1 We shall not be liable for any loss arising:

- i. from any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;
- ii. from any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- iii. from any use of this Card that is contrary to this Agreement;
- iv. for goods or services that are purchased with the Card; and
- v. for any damages due to loss, fraud or theft that you have reported to us 13 months after the event.

15.2 We will not be liable to you if your contact details have changed and you have not told us.

15.3 Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card.

15.4 Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.

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

15.6 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

15.7 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), limitedly for the purpose of this clause.

15.8 For all other matters not expressly covered in this condition 16, and to the extent permitted by applicable law, our total aggregate liability shall be limited to the total amount of money that you have deposited into your Account over the 12-month period prior to the claim.

## **16 Complaints**

16.1 Should you wish to make a complaint about your Card and/or Account, you may contact Customer Service by emailing [help@plexian.se](mailto:help@plexian.se) to submit details of such complaint.

16.2 Upon our receipt of your emailed complaint, we shall endeavour to respond to you as quickly as possible but in any event we shall reply to you by return email within 15 Business Days.

- 16.3 If, having received a response from our Customer Services team, you are unhappy with the outcome, you can escalate your complaint to TPML's Complaints Department by writing to [complaints@transactpaymentslimited.com](mailto:complaints@transactpaymentslimited.com)
- 16.4 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 receipt of your complaint.
- 16.5 We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.
- 16.6 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 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>)

## **17 General Communication**

- 17.1 Any communication from us to you will be given via the Edge App and/or by notification on your Account and/or by email or mobile device (using the latest contact details with which you have provided us).
- 17.2 You may contact us via Customer Service, the details of which are set out in clause 1.

## **18 Personal Data**

- 18.1 TPML is the Data Controller of your Personal Data associated with the application for and use of this Card and will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the personal data which we request, we will take steps to terminate this Agreement in accordance with clause 12.1 (ii) (b) above.
- 18.2 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, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Policy which is provided to you at the time we collect your personal data.

## **19 Changes to the Terms and Conditions**

- 19.1 We may update or amend this Agreement at any time on at least 2 months' advance notice, which shall be given on the Edge App, by e-mail or mobile device (using the latest contact details you have provided us with).

- 19.2 If you do not agree with the changes to the Agreement, you may at any time within the 2-month notice period terminate your Agreement in accordance with condition 11 and can redeem any unused Available Balance at that time without incurring a Fee. You will be deemed to have accepted any change to this Agreement unless you notify us before the proposed date of the change.
- 19.3 If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but 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 reasonably practical.

## **20 Language**

- 20.1 The English language version of this Agreement and of any communications and the Edge App content will prevail over any other language version which we may issue from time to time.

## **21 Miscellaneous**

- 21.1 This Agreement is governed by Maltese law.
- 21.2 You agree to the non-exclusive jurisdiction of the courts of Malta.
- 21.3 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 21.4 The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Malta. However, we will safeguard your funds so that they are protected in accordance with applicable law if we become insolvent.
- 21.5 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 21.6 You may not assign or transfer any of your rights and/or benefits under this 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 Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement.

## Fees and Limits Schedule

<b>Transaction Fees and usage</b>	
Foreign Exchange charge	0.99%
<b>Miscellaneous Fees</b>	
Redemption Fee	Up to £10 (or currency equivalent)

<b>Limit Type</b>	<b>Frequency</b>	<b>EUR</b>
<b>Min. Initial Load Value</b>	per transaction	€ 0.10
<b>Max. Single Load Value</b>	per transaction	€ 400
<b>Max. Total Balance</b>	per card	€ 15,000
<b>Max. Number POS (#)</b>	1 day	15
<b>Max. Value POS</b>	1 day	€ 5,000
<b>Max. Value ATM withdrawals</b>	1 day	€ 400