

# SPENDESK TERMS AND CONDITIONS

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## 1. DEFINITIONS

In these terms and conditions, the following terms and expressions shall have the following meanings:

Account(s)	means the wallet(s), which is(are) a virtual account(s) created on the Platform by the Owner on your behalf; Accounts are identified by a unique reference communicated to the Owner when he/she signed-up on the Platform; the Accounts do not constitute banking or payment accounts;
Account Balance	means the sum of (i) the electronic money loaded on the Cards by the Issuer, whether such balance is available to make payments or is already used to make payments and blocked, but not yet debited from the Cards pending settlement of such payment and (iii) the balance of the Account which is not yet loaded on any Card but which is available to be loaded on Cards or to pay sums of any nature owing to Us;
Agreement	means the agreement You enter into with Us upon Our and the Issuer's acceptance of Your registration (through the Owner) as a customer on the Platform, and which is subject to the Terms;
AML Checks	means all the relevant legal and regulatory requirements resulting from national, European or international rules, relating to the prevention of money laundering and terrorist financing, as may vary from time to time, and applicable to the Issuer in relation to the Cards and the services inherent therein;
ATM	means an automated teller machine or cash dispenser bearing the Card Scheme's acceptance mark;
Issuer	means the banking institution licensed to issue, and which issues, the Cards and the electronic money (to the extent of the Account Balance), and whose identity is set out in the Card Terms and Conditions or otherwise indicated on the Platform;
Issuer Contractual Documents	means the Cards Terms and Conditions, and any other contractual documents to be entered into between You and the Issuer, in respect of the Cards, as they are posted on the Platform, from time to time or otherwise communicated to the Owner acting on Your behalf: <ul style="list-style-type: none"><li>• Transact Payments Limited Terms and conditions of use (<a href="#">link 1</a>)</li><li>• Transact Payments Limited schedule for cards (<a href="#">link 2</a>)</li></ul>

Card	means any (re)loadable card, issued to the Users within the framework of the Card Programme and pursuant to the Card Terms and Conditions;
Card Fees	means all the fees payable to the Issuer in respect of the Cards, which are deducted from the Account and which are related to Transactions and use of the Card, as such fees are set out and charged by the Issuer in accordance with the Card Terms and Conditions;
Card Scheme	means Mastercard® and/or any other similar card scheme, as may be indicated on the Platform;
Card Terms and Conditions	means the terms and conditions (as may vary from time to time and as published on the Platform or as otherwise communicate to the Users) between You and the Users on the one hand and the Issuer on the other hand relating to use and operation of the Cards, including any specific terms and conditions relating to an individual Card;
Charges	means sums payable by You to Us in respect of the Services and the use of the Cards, including the Fees;
Credentials	means the identification techniques which must be used by any User in order to identify themselves with Us for any instruction or request entered into the Platform in relation to the issuance, operation and management of their Card(s); such techniques may include an address, (mobile) phone number, PIN code, or any other security features which we think are appropriate to implement with a view to safeguarding Your privacy, rights and interests; the type of credentials required by Us may vary from time to time and will be indicated on the Platform;
E-Money Account	means the account to which You must wire transfer monies in exchange for which electronic money shall be issued for the same amount and credited to Your Account(s); the balance of the E-Money Account must correspond at all times with the Account Balance;
Fees	means the fees payable to Us for the Services, as they may vary from time to time in accordance with the Terms; Fees may be linked to certain Services plan, and are disclosed on the Platform; they are deemed accepted by any User upon his/her registration on the Platform;
Platform	means the electronic facilities provided by Us in order to access and use the Services, i.e., accessed the website available at <a href="https://www.spendesk.com">https://www.spendesk.com</a> operated by Us (and/or any other website that we may notify to You from time to time), or any application that may be used on a mobile device and which would be made available by Us;
Shortfall	means an insufficient balance on a Card to cover Transaction Charges and Card Fees incurred on a Card;
Services	means access to the Platform and related customer support services provided by Us to You and the Card Users in connection to the use of the Platform and the Cards, in accordance with the functionalities, features and conditions set out on the Platform, as the may vary from time to time. The

Services, to the extent that they relate to the Cards, consist in communication services between You and the Users on the one hand and the Issuer, which is the entity issuing the Cards and providing the (payment) services inherent therein, on the other hand; Services include the access to certain features of the Platform for the management of the Cards issued at the request of the Users;

Transaction	means any cash withdrawal or retail sale (as appropriate) completed by the User using a Card;
Transaction Charges	means the amount of the payment or withdrawal made with a Card, inclusive of transaction costs charged by the payee or the ATM provider;
User	means any person authorised by You (acting through the Owner) to expend the electronic money loaded on a Card subject to the Card Terms and Conditions and these Terms; for the avoidance of doubt, the «Owner » is a User;
“We”, “Us”, or “Our”	refers to Spendesk SAS, incorporated and registered in France with company registration number 821 893 286 R.C.S Paris and registered office at 9 Rue Ambroise Thomas, 75009 Paris France, or to the acts, assets, rights and obligations of that company as the case may be;
Working Day	means all days except Saturdays and Sundays and public holidays in France;
“You”, “Your”, or “Yours”	refers to the organisation on behalf of which the Owner enters into this Agreement, and which for all purposes stated herein is represented by the Owner.

## 2. ACCESS TO THE SERVICES

**1. Registration.** If You fulfill the eligibility criteria disclosed on the Platform (as may vary from time to time), the Owner may, on Your behalf, apply to register You for the Services and the Cards, by following the registration steps described on the Platform, including acceptance of the Terms, the Fees, and the Issuer Contractual Documents. As of the date of these Terms, Owners may only register companies registered in the European Economic Area (EEA). We may subject the completion of Your registration to the condition that the Owner provides satisfactory evidence, or and/or that the Owner represents, under his/her personal, responsibility that he/she is authorised to act on Your behalf for such purpose, including for the acceptance of the Terms and Issuer Contractual Documents in Your name and for Your account. We may refuse the Services to any applicant in Our discretion, without being bound to explain Our refusal. Access to the Services will not be granted or maintained if the Issuer refuses to issue (maintain) any Card to any User.

**2. Scope of Services.** The Services may be used in order to apply to the Issuer the issuance of the Cards, for notifying Your acceptance of the Terms and the Issuer Contractual Documents, and for the determination of the Users, certain features of the Cards, and the conditions under which the Cards may be used by any such User, all in accordance with

the functionalities and options proposed from time to time by the Platform. Except for the application process for Cards (including acceptance of the Issuer Contractual Documents), the Services are at all times predicated on the assumption that the balance of the funds paid by You to the E-Money Account is positive and that You have a valid and enforceable agreement in force with the Issuer in respect of the issuance of the Cards.

- 3. Availability of Services.** Certain Services are accessible only to the Owner or the Users who identify themselves, in accordance with the functionalities set out on the Platform, and by using their Credentials. All Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Our reasonable control, including for the prevention of fraudulent access and use of the Platform. We shall use reasonable efforts to provide advance notice of any material scheduled service disruption. Any Service to the Owner or any User may also be suspended where We have reasonable grounds to suspect that any of them does not use the Services in compliance with the Terms. In general, and subject to Our obligations under applicable regulations, We may at any time, without notice where We cannot give notice, withdraw, cancel or suspend any particular Service or facility provided to You or any User or We may refuse to relay to the Issuer requests for the re-issuance or replacement any Card or other materials.
- 4. Card Restrictions.** To the extent that the Services are essentially communication services, We cannot and do not make or any representation or warranty to You or any User in relation to the Cards. In particular, We do not guarantee that the Card can be used anywhere, and will be accepted by any merchant, or that the Card Scheme will authorise any particular Transaction. We shall not be liable for any loss or damage suffered in the event that an ATM or merchant refuses to accept the Card (in whole or part), or if a Transaction is not authorised, or if the Issuer and/or Card Scheme cancels or suspends a Card. Similarly, We shall not be liable to or the User for any loss or damage You or any User may suffer as a result of your Users' use or inability to use the Card.
- 5. Your Representation.** You are Our customer and You benefit from the rights and are bound by the obligations set out in the Terms. We have no contractual relationship with the Owner or any User. You shall be deemed to act, pursuant to this Agreement, through the Owner and any other User and any act, decision, instruction or request entered by the Owner (or by any User in the framework of the permissions granted to such User by the Owner) with his/her Credentials on the Platform shall be deemed to be Your act, decision, instruction or request. As a result, and without limiting the generality of the above, You agree to indemnify Us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You, or any User, have acted fraudulently, been negligent or have misused the Card or any of the Services.
- 6. Dealing with Issuer.** Registration implies a payment by You to the E-Money Account, and Your acceptance of the Issuer Contractual Documents. Your registration is deemed to constitute an authorization given to Us to act in Your name and for Your account with the Issuer (including for the acceptance of the Issuer Contractual Documents), except that We shall not interfere in the payment to be made to the E-Money Account. In general, by accepting the Terms, you give Us the power to relay to the Issuer in Your name of for Your account, any instruction from the Owner or any User in relation to the E-Money Account and the Cards.

- 7. Information & Personal Data.** We may subject the provision of the Services to the receipt of certain information about You and the Users, as such information shall be described on the Platform. We are also mandated by the Issuer to gather from You all the information that the Issuer may reasonably require, in particular in respect of AML Checks, pursuant to the Issuer Contractual Documents. Such information must be supplied to Us in accordance with the guidelines and steps described on the Platform. All the information that We receive about You and the Users may be sent to or otherwise shared with the Issuer and Our sub-contractors involved in the communication between Us and the Issuer. All information communicated by You or the Users pursuant to the Terms must be sincere and complete and not misleading in any material respect.

### 3. RULES APPLICABLE TO USERS

1. **Role of Owner.** The Owner is responsible for managing the Account, Cards (including for allocating electronic money to the Cards, for preventing a Shortfall at all times, and for and for requesting any redemption from the Account).
2. **Delegations.** The Owner may delegate his/her management powers, in whole or in part, to any Users and set the powers of such Users in accordance with the features proposed on the Platform (e.g., granting permission to invite other Users and/or to control the balance of electronic money available on any Card and/or to oversee any payments made with any Card, and/or to request the issuance of a physical/plastic Card, and/or to set spending limits for any Card, etc.). Such permissions may be grouped by Us into permissions sets, so that powers may be delegated in accordance with the permissions included in such sets. In that case, the Owner may not select in his/her discretion the combination of powers/permissions that he/she wants to delegate, and (ii) the persons to whom such powers are delegated may be called in accordance with the terminology determined by Us from time to time in Our discretion (“Administrator”, “Requester”, “Controller”, etc.). All references to the Owner, in any clause of the Terms, are deemed to include references to the persons to whom the Owner has delegated the power to take the action contemplated by such clause.
3. **Authorizing Users.** The Owner may invite individuals to become Users. Access to the Services by Users other than the Owner is subject to a registration by such Users on the Platform in accordance with the process described therein.
4. **Warranties about Users.** You warrant to Us that all Users (i) shall be informed of, and insofar as necessary shall accept and adhere to (e.g., in respect of communication of the personal data of the Users), the conditions of issuance and use of the Cards, in accordance with the Terms and the Issuer Contractual Documents, as they may be amended from time to time, and in accordance with any other specific terms and conditions that may apply, (ii) shall register for and use the Services and the Cards in accordance with such Terms and Documents, and (iii) shall be informed of the expiry, cancellation, or variation of the electronic money allotted to, their Cards for any reason, including the termination of the Agreement or the Agreement between You and the Issuer.
5. **Obligations of Users.** Any User must:
  - (a) maintain the confidentiality of their Credentials to access the Platform;
  - (b) disclose his or her true identity when subscribing to the Services (no alias, etc.);

- (c) not breach or attempt to breach the security of the Platform and related systems including, without limitation, accessing or attempting to access any data not intended for such User;
- (d) refrain from interfering with the proper operation of the Platform or take any action which is likely to cause any Services to be interrupted or degraded;
- (e) not use the Platform or any other Services or Cards other than for lawful purposes and for purposes relating to legitimate business activities; and
- (f) not exceed the maximum balance limit on each Card.

## 4. CARDS

- 1. Issuance by Issuer.** Cards are issued by the Issuer at the Owner's request acting on Your behalf, subject always to Your registration with Us and acceptance of the Terms and the Issuer Contractual Documents. Cards are issued at the Issuer's discretion at all times. We will not be responsible for any rejection or delay by the Issuer to issue the Cards.
- 2. Application.** Subject to compliance with the Terms and the Issuer Contractual Documents, Cards are issued only if the application is submitted via the Platform and in accordance with the modalities set out on the Platform (e.g., including the answers to all questions on Users's identification details), as they may vary from time to time. We will arrange for the distribution of Cards issued by the Issuer directly to the relevant Owner.
- 3. Card Management.** The management of the Account and of the Cards, including the determination of the electronic money to be allocated to each Card, is Your sole responsibility and at Your sole risk. You must in particular see to it that there is no Shortfall at any time. We will not be liable for any loss incurred as a result of errors made by You or the Users.
- 4. Our Role In Relation To The Cards.** All Your and the Users's rights and obligations in relation to the Cards are subject to the Issuer Contractual Documents and Our only role, through the Platform, is to facilitate communication between You and the Users on the one hand, and the Issuer on the other hand in relation to the Cards (application process, registration, funding, requests for additional Cards, Cards distribution, etc.).
- 5. Card & ATM Fees.** All Card Fees will be charged directly to the Card which incurred the charge and will be automatically deducted from that Card, in accordance with the Card Terms and Conditions. Card Fees may vary from time to time in accordance with the Card Terms and Conditions. We will notify You in advance of any changes shortly upon receipt from the Issuer of all relevant information. ATM fees and foreign exchange charges are charged directly to the Card at the time of Transaction. Surcharge ATMs will make a charge in addition to any Card Fees, as set out by the ATM provider. This will also be automatically deducted from the balance of the Card at the time of withdrawal. If there is a Shortfall (e.g., as a result of a variation of the applicable forex rate between the time of the payment and the time of the settlement of the payment), Card Fees (plus any Transaction Charges) applied to Cards shall be reimbursed by You directly on demand. We may at Our sole discretion use available electronic money on the Account to cover any outstanding Shortfall on such Cards.
- 6. Lost & Stolen Cards.** We will not be liable for any loss caused or suffered as a result of lost, stolen or unauthorised use of a Card. If a Card is lost or stolen, some or all of the value of the electronic money on the Card may be lost. Our role will be limited to provide

You with a reasonable assistance in challenging unauthorised payments and seeking refunds in accordance with applicable laws and the Card Terms and Conditions.

- 7. Unauthorised Transactions.** If the Owner or any User reasonably believes that any Transactions on the Account or the Platform were not authorised or have been posted in error, or an unauthorised third party has gained access to the Platform (a "Disputed Transaction"), the User should immediately notify Us and provide sufficient details to enable Us to investigate the Disputed Transaction. You or the User will be liable for any loss arising from a Disputed Transaction as a result of the Owner or any User's failure to keep his/her credentials in the strictest confidence or to comply with the Terms and the Issuer Contractual Documents. In Our capacity as communication channel between You and the Issuer, We may not and do not assume liability for Disputed Transactions. Your rights in respect of Disputed Transactions shall be against the Issuer and shall be subject to mandatory rules of law and the Cards Terms and Conditions. If it appears that the Issuer's liability to You results from Our negligence, We will indemnify You in accordance with such rules and terms and conditions, on behalf of the Issuer provided that the Issuer agrees to so settle the dispute.
- 8. Redemption from Card.** Subject to the payment of any appropriate Charges, the Owner may request redemption of unspent electronic money (in whole or in part) on a Card at any time. This request shall be made through the Platform. Such electronic money will be removed from the Card balance and credited to the relevant Account. Redemption of the electronic money is subject to the Issuer Contractual Documents.
- 9. Cancellation.** Owners may cancel a Card via the Platform at any time in accordance with the Card Terms and Conditions. On cancellation of a Card for any reason, We will not be liable for any electronic money already spent on the Card prior to any valid request to cancel. Any unspent electronic money allocated to the Card will be returned to the relevant Account. It is Your responsibility to see to it that Cards are cancelled in due time (e.g., when a User leaves Your organization).

## 5. FUNDING

- 1. Loading Card.** Cards are loaded with electronic money credited to the Account upon Your request through the Platform and in accordance with the instructions set out at the appropriate section of the Platform. The electronic money allocated to the Card(s), as requested by Users, will be allocated directly and immediately from the Account.
- 2. Funding.** No electronic money may be allocated to and loaded on any Card in excess of the Account Balance at the time of the allocation. The User may load additional electronic money to the Account to the extent of payments made by bank transfer to the E-Money Account. To that effect, the User must include the relevant Corporate Account number as the reference, and follow the instructions set out at the appropriate section of the Platform.
- 3. Funding Permissions.** Instructions to allocate electronic money to any Card must be authorised in accordance with the parameters set by You on Your Account via the appropriate section of the Platform. Depending of the roles and permissions set by the Owner, Users may access information about Account Balances, Charges, Card Balances, Card transactions and Card fees via the Platform.

## 6. PAYMENT OF CHARGES

1. **Fees & Invoices.** You must pay to Us the Fees disclosed on the Platform in relation to the Services for which Users have registered, depending on the Services subscribed to by the Users and the applicable Services plan. Our invoices for the Fees shall be available on the Platform.
2. **Allocation to Accounts.** All Charges shall, when payable, be charged directly to the relevant Account and will be automatically deducted from that Account. If You have several Accounts and Your debt is not inherent in a particular Account, We may decide in Our discretion to charge in whole or in part any of Your Accounts.
3. **Insufficient Balance.** In the event where the Account Balance is not sufficient to cover and pay Charges, You will no longer be able to issue new Cards or to use already issued Cards.
4. **Disputed Charges.** If You dispute any Charges, You must let Us know within thirty (30) days after the date that We invoice You. You will lose the right to claim if You fail to do so.

## 7. TERMINATION

1. **Termination.** The Agreement is made for an indefinite period. Either party may terminate the Agreement at any time upon 15 days written notice to the other party. We may terminate Our agreement with You at any time and without notice if You, the Owner or any User fail to comply with these Terms or with the Terms and Conditions of the Card, or if the Issuer ceases to issue Cards for any reason. Any termination of the Agreement, howsoever caused, shall be without prejudice to any obligations or rights of either of the parties which may have accrued prior to termination or expiry and shall not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.
2. **Termination upon Redemption.** Subject to the payment of any appropriate Charges, the Owner may request a redemption of unspent electronic money on an Account at any time by contacting Spendesk in accordance with section 9.4. Such electronic money will be debited from the Account Balance and the E-Money Account and will be wire transferred to the bank account opened in Your name as indicated by You during the Registration process (as may be subsequently changed by You if such change has been notified to Us in accordance with section 9.4). A request for redemption of electronic money (i) shall be deemed to apply to all the electronic money standing to the Account, with the express exclusion of any partial redemption, (ii) will constitute termination of the Account and of this Agreement, and (iii) Spendesk will use its best efforts to transmit the repayment order to the Issuer and ensure the redemption of funds within 15 business days, upon reception of the request for redemption.
3. **Consequences of Termination.** On termination of the Agreement, the Account and Services will be cancelled and suspended in their entirety. You shall cease to use the Services, in any manner, and We shall not have any obligation to act upon any of Your request (e.g., for the distribution of new Cards, the allotment of electronic money to any



Account or Card, etc.). All Your Accounts will be closed and the electronic money available on Cards will be debited from the Cards and repaid to You. Repayment of the balance of Your electronic money is to be made by the Issuer by debiting the E-Money Account, and We assume no responsibility whatsoever for a default of the Issuer to make such repayment when due.

## 8. LIABILITY

1. **Exclusion of Liability.** We shall not be liable to You (i) for loss of business, loss of profits, loss of reputation or goodwill or for any form of indirect or consequential loss, whether arising from negligence, breach of contract, tort, breach of statutory duty or otherwise even if We had been advised of the possibility of such losses, (ii) in respect of any failure by or insolvency of the Issuer, and (iii) in any way for any interest or claims of any third parties in respect of the Account and/or the Cards, except as required by law or regulation.
2. **Limitation of Liability.** When We are liable, Our total liability to You under the Agreement will be limited in aggregate to the Charges paid to Us during the calendar year immediately preceding the calendar year in the course of which the event triggering Our liability has occurred.

## 9. MISCELLANEOUS

1. **Data Protection.** In accordance with applicable laws, in particular with the Article 32 of French law n°78-17 of January 6 1978 (henceforth the “Data Protection Act”), We may collect, store and process data that Users provide in order to access or use the Services and data related to Users’ preferences and traffic (such as IP addresses). The types of data and purposes of the collection and processing are indicated on the Platform and may vary from time to time. The purposes of the collection and processing are in particular to enable Users to create an Account for accessing the Services, and to constantly improve the Services. We may e.g., also send anonymous data or the Users’ email address to third parties software in order to improve the Services, particularly analytics software. We do not store or access Cards number which are directly provided to You by the Issuer. The Users have access to the personal data which We store and can edit them in the Platform and, more generally, may exercise by simple request to Us, all the other rights of access and rectification provided by law.
2. **Amended Terms and Fees.** We reserve the right to change the Terms and the Fees at any time, but if We do, We will bring such change to Your attention by placing a notice on the Platform and/or by sending You an email. The revised Terms and Fees will be effective one month after the notification of the new Terms and/or Fees. If You do not agree with such revised Agreement, You must terminate the Agreement and close Your Account prior to the entry into force of such new Terms and/or Fees. The continued Use of the Services and the Cards by the Owner and the Users after the entry into force of such changes shall be construed as Your and the Users’ acceptance of such changes.
3. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise

to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

4. **Notices.** All notices pursuant to the Terms shall be validly sent to (i) You if they are sent by email to the email address of the Owner, as recorded on the Platform, or to any User, at the email address of such User, as recorded on the Platform. All notices pursuant to the Terms are validly sent to Us if they are sent by email to support@spendsk.com.
5. **Waivers.** Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that right or remedy. A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
6. **Severance.** If (part of) a provision of the Terms is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
7. **Governing Law.** This Agreement and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by, and construed in accordance with laws of France.
8. **Dispute Resolution.** In case of dispute between You and Us in relation to the Services, the Courts of Paris shall have exclusive jurisdiction. This is without limitation of the right of either Party to seek the mediation of competent mediation services with a view to settling the dispute amicably.