

# Cardholder Agreement

## Introduction

These terms and conditions (together with the Trading 212 Terms and fees (available on [www.trading212.com](http://www.trading212.com)) and any other documents incorporated by reference, the "Agreement") set out the terms and conditions that apply to your E-money Account and Card and any other associated services provided to you by Paynetics UK Limited (further details of which are set out below) ("Paynetics", "we" "us", "our") under this Agreement. You are able to use the payment services set out in this Agreement once you have withdrawn funds from your Investment Accounts held with Trading 212 UK Limited (further details of which are set out below) ("Trading 212"). Each time you make a Payment Transaction, you will be deemed by Trading 212 to have sent a request to Trading 212 to withdraw the amount of the Payment Transaction from your Investment Account with Trading 212 to your E-money Account (please see Trading 212's terms for more information).

This Agreement constitutes a legal contract between you and Paynetics. It contains important information that may affect your rights, use of any of our services and your ability to recover your money. Please read all of the documents forming part of this Agreement carefully and keep a copy or download a copy of them for your records and future reference.

You can request a copy of this Agreement together with the applicable Trading 212 Terms and fees at any time throughout its duration by contacting the Customer Care Team or via Trading 212's website.

By submitting your order, for opening an E-money Account and issuing a Card, to Paynetics you confirm that you have read and accept this Agreement.

You should read this Agreement alongside the Privacy Policy which you can view here (<https://www.paynetics.digital/privacy-and-security-policy/>). Our Privacy Policy (as it may be amended from time to time in accordance with its terms), together with this Agreement,

describes the basis upon which any personal data we collect about you, either directly or from our authorized partners or that you provide to us or them, will be processed, handled and shared by us.

## 1. Definitions

**"ATM"** means an automated teller machine that can be used for Cash Withdrawals using a Card, and sometimes for other payment and non-Payment Transactions;

**"Block Your Card"** means a discontinuation of the Card service by Paynetics resulting in you being unable to use your Card. Paynetics shall keep a record of blocked Cards;

**"Business Day"** means a day (excluding Saturdays and Sundays) on which the banks in the UK generally are open in for normal business;

**"Card"** means the physical and/or virtual Mastercard© card issued to you by Paynetics linked to your E-money Account;

**"Card Organisation"** means 'MasterCard';

**"Card Payment"** means making a payment to a merchant (either in person or online) using your Card;

**"Cash Withdrawal"** means withdrawing cash using one of your Cards at an ATM;

**"Cashback"** means a financial incentive offered by certain merchants, Trading 212 or other financial institutions, where, if eligible and subject to the applicable limits, you may receive a certain percentage of the purchase amount back in cash when making a transaction using the Card;

**"Competent Authority"** means a body acting in accordance with defined statutory functions and exercising public authority and public power for the purposes of payment services, electronic money, or other financial regulation, including, the Financial Conduct Authority (FCA);

**"Customer Care Team"** means the customer relations centre run by Trading 212 on our behalf, further details of which are set out in clause 19;

**"CVC2"** shall mean a three-digit code or password for secure internet payments issued for each Card. CVC2 is a strictly personalised code for access to funds available on the Card, which is entered using a Virtual POS Terminal. Each CVC2 entry using a Virtual POS Terminal serves to prove the identity of the relevant cardholder;

**"Deactivate Your Card"** shall mean the final discontinuation of the Card service by Paynetics;

**"E-money Account"** means your account(s) opened by Paynetics, which your Card is linked to in which electronic money is stored. You can have an E-money Account denominated in GBP and (when available) in other currencies such as EUR and USD (as visible on [www.trading212.com](http://www.trading212.com)).

**"Free Funds"** means the available funds for Payment Transactions in your Investment Account;

**"Investment Account"** means any investment account held with Trading 212;

**"Limits"** shall mean the limits that apply to your Card and Payment Transactions, which are part of this Agreement and are listed in the "Tariff", available on the Trading 212 Platform;

**"MasterCard"** means MasterCard International Incorporated or its successors;

**"Payment Transaction"** means both a Card Payment and a Cash Withdrawal;

**"Paynetics", "we", "us", "our"** means Paynetics UK Limited, being a company incorporated in England and Wales under registration number 12481335 and having its registered office at 1st Floor 18 Devonshire Row, London, England, EC2M 4RH. Paynetics is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (register reference 942777) for the issuing of electronic money;

**"Paynetics Website"** means [www.paynetics.digital](http://www.paynetics.digital);

**"PIN"** shall mean a unique four-digit personal identification number, which can be used to authorize Payment Transactions;

**"POS Terminal"** shall mean a device where the Card is used to pay for the purchase of goods or services in commercial premises;

**"Privacy Policy"** means our privacy policy which you can view here (<https://www.paynetics.digital/privacy-and-security-policy/>) and which, together with this

Agreement, describes the basis upon which any personal data we collect from you, either directly or from our authorised partners or that you provide to us or them, will be processed, handled and shared by us, as may be amended from time to time in accordance with its terms and as further explained and defined in this Agreement;

**“Prohibited Transaction”** means any of transactions or activities which are listed below or set out on the Trading 212 Platform as these may be amended by us at any time:

1. Any sales of ‘pyramid’ type, Ponzi schemes or similar marketing or matrix programs or other schemes for ‘quick enrichment’ or high-yield investment programs;
2. Sale, supply or purchase of illegal items or items promoting or facilitating illegal activities;
3. Sale, supply or purchase of counterfeit products or products infringing intellectual property rights;
4. Products or services for the processing or aggregation of payments by third parties;
5. Money laundering;
6. Terrorism financing or propaganda;
7. Pornography, escort services and selling and/ or advertising sexual services;
8. Using the Card or the E-money Account in a manner and/or for purposes that violate any applicable law and/or regulations of the Card Organisation;

**“Rules and Regulations”** means any rules and regulations applicable to the services provided under this Agreement, including the Payment Services Regulations 2017, the Electronic Money Regulations 2011, any rules of Mastercard and any other rules and regulations;

**“Tariff”** means the fees and limits applicable to your Card and any other services provided to you under this Agreement. The Tariff, as amended from time to time, is available on the Trading 212 Website;

**“Trading 212”** means Trading 212 UK Limited, a company incorporated in England and Wales with company number 08590005 and registered address at 107 Cheapside, London, England EC2V 6DN;

**“Trading 212 Platform”** means the platform, which is operated by Trading 212;

**“Trading 212 Terms”** means the terms and conditions between Trading 212 and you;

“**Trading 212 Website**” means [www.trading212.com](http://www.trading212.com); and

“**Virtual POS Terminal**” shall mean a logically defined POS Terminal device by which payment of goods and services are performed via the Internet.

“**you**” means you, being a natural person who has an Investment Account and who (i) has submitted a request to Paynetics for the issuance of a Card for expenditure of the Free Funds available on your Investment Account; and (ii) has read and accepted the present Agreement which governs the terms and conditions under which Paynetics provides its payment services outlined herein.

## 2. About our Services

2.1. Under this Agreement, Paynetics will open E-money Accounts in GBP and, when available, in other currencies, such as EUR and USD (as visible on [www.trading212.com](http://www.trading212.com)). Your Card will be linked to all of these E-money Accounts.

2.2. Your E-money Account is maintained by Paynetics and the Card is issued to you by Paynetics. For the avoidance of doubt, Trading 212 is acting as a distributor of the Card and does not provide any payment services in relation to the Card. The value stored on your E-money Account is electronic money, otherwise referred to as ‘e-money’. Paynetics is not a bank and your E-money Account is not a bank account. The funds available in your E-money Account are not deposits. No interest will accrue on the balance of your E-money Account. Your Card is a payment instrument linked to your E-money Account, it is not a credit or charge card.

2.3. The Financial Services Compensation Scheme or any other applicable compensation scheme does not apply to funds held in your E-money Account. Instead, Paynetics protects your funds through a process known as ‘safeguarding’, in line with its regulatory requirements under the Rules and Regulations. In this process, Paynetics keep your money separate from our own funds and places it in a safeguarding account with a bank.

2.4. Before we provide any of our services to you, we must successfully verify your identity. To that end, and by accepting the present Agreement you expressly consent that we be provided, by Trading 212, with the identification data and documents you have presented to

Trading 212. You additionally agree that we may request additional information at any time to verify your identity. We may ask Trading 212 to facilitate such requests on our behalf. Failure by you to provide us with information we request or us being unsatisfied with this information will enable us to Block Your Card.

2.5. Electronic money is issued upon you successfully executing a Payment Transaction. A Payment Transaction will only be successful if you have enough Free Funds to cover the Payment Transaction. If the Payment Transaction is approved, then in accordance with the Trading 212 Terms you will be deemed to have sent a request to Trading 212 to send money from one of your Investments Accounts to your E-money Account with Paynetics. This electronic money is then used to execute the Payment Transaction. The E-money Account is not enabled for receiving money from accounts other than your Investment Account or for executing push payments or peer-to-peer transactions. The Free Funds available in your Investment Account can be withdrawn and spent by you using the Card issued to you under this Agreement;

2.6. This Agreement will only become effective once you receive a confirmation that Paynetics has approved your request for issuance of a Card. Paynetics will not be obliged to provide any of the services under this Agreement before such confirmation is provided. Paynetics may refuse to approve any request/application and/or enter into an agreement for its services for any reason, as specified in this Agreement.

2.7. To be eligible for our E-money Account and Card services, you must be: (a) 18 years of age or over; and (b) a UK resident and (c) have an Investment Account. We can stop providing our services if we find out that you are not eligible for it.

2.8. The E-money Account and Card are issued to individuals only. You may only use your E-money Account and Card personally and do not have the right to transfer their use to anyone else. In case you allow access to or provide any other means to use your E-money Account or Card to any other person, you will bear full responsibility for all payments initiated by them.

2.9. You must not use your E-money Account or Card for or in relation to (including sending or receiving proceeds from):

2.9.1. Any activities which do not comply with any applicable laws or regulations, including but not limited to laws relating to money laundering, fraud, financial services or consumer protection;

2.9.2. Any Prohibited Transaction under this Agreement; or

2.9.3. Any commercial or business purposes.

### **3. Limits**

Limits may apply to your E-money Account, Card and Cashback, such as limits on minimum load payments to your E-money Account, the maximum balance that can be held on your E-money Account and Card, the value of individual Payment Transaction or an aggregate value or number of payments in a particular time period. The applicable limits are as set out in the Tariff and may be changed by us from time to time. To manage our risk, particularly with respect to money laundering, fraud, or security concerns, we may also apply internal controls, including limits, to certain types of transactions from time to time but for security purposes, will not disclose them.

## **4. Issuing of E-money and access to them and exchange rates**

4.1. Upon confirmation from Trading 212 that you have enough Free Funds to execute your desired Payment Transaction, we will issue you with an appropriate amount of e-money. As soon as e-money is credited to your E-money Account it will be used to satisfy the Payment Transaction you have attempted to execute.

4.2. If you execute a Payment Transaction in the currency of one of your E-Money Accounts, then:

4.2.1. Your E-money Account in the currency of your Payment Transaction will be credited from money in your Investment Account prior to the Payment Transaction being executed (a foreign exchange fee might be applied by Trading 212 – please see clause 4.4 for more information);

4.2.2. No foreign exchange fee will be applied by Paynetics.

4.3. If you execute a Payment Transaction in a currency which is not the currency of one of your E-Money Accounts, then:

4.3.1. One of your E-money Accounts will be credited (the currency of which is to be decided under the Trading 212 Terms); and

4.3.2. The Payment Transaction will be subject to the reference exchange rate applied by MasterCard® (available at <https://www.mastercard.co.uk/en-gb/personal/get-support/convert-currency.html>). The exchange rate shall be determined on the date of the Payment Transaction. The exchange rate is not set by Paynetics and varies throughout the day meaning it may change between the date the Payment Transaction is executed and the date it is processed.

**4.4. This clause 4.4 is inserted for your information only. It has been inserted by Trading 212 as a summary of the terms between you and Trading 212 – please see the Trading 212 Terms for more information. This clause 4.4 does not bind Paynetics.** In the event that you have multi-currency Investment Accounts with Trading 212, as a priority, the attempted credit to your E-Money Account will be executed like-to-like in the same currency. If there is not sufficient Free Funds in your Investment Account in the desired currency, the transaction will be initiated from the Investment Account in your primary currency or from the Investment Account in the currency with the highest Free Funds balance. A currency conversion transaction may take place under the Trading 212 Terms and a currency conversion charge may be applied by Trading 212. Please note that it will not be possible to combine Free Funds from Investment Accounts in different currencies to complete a single transaction. If Trading 212 does not verify the requested withdrawal of funds, either because there are not enough Free Funds in your Investment Account or otherwise i.e., there are not sufficient Free Funds in your primary currency (or the highest balance in another currency), to satisfy a Payment Transaction, then the Payment Transaction will fail.

4.5. There may be certain limitations on the amount of Free Funds which shall be transferred from your Investment Account to us in order to issue e-money and this will be indicated in the Tariff, if applicable.



4.6. The monetary values stored as a balance on the E-money Account should never exceed the limits set out in the Tariff, if applicable.

4.7. Paynetics may refuse to issue e-money and your E-money Account will not be credited with the respective monetary value if:

4.7.1. Your E-money Account or any payment breaches any of the limits as set out in the Tariff;

4.7.2. Your E-money Account or the Card issued to you by Paynetics is inactive, blocked or terminated;

4.7.3. You or Trading 212, as applicable, have provided incorrect/invalid details for the transfer;

4.7.4. Paynetics believes the payment is fraudulent, illegal or unauthorised;

4.7.5. Paynetics believes the payment related to a Prohibited Transaction.

4.8. If the transfer of your Free Funds from your Investment Account is refused for any of the reasons set out above, they may be sent back to your Investment Account without prior notice to you.

## 5. Description of the Card

5.1. Your Card is issued to you by Paynetics and is linked to your E-money Accounts maintained by Paynetics. Your Card can be used in the United Kingdom or abroad.

5.2. The Card is issued under the MasterCard brand pursuant to a license granted by MasterCard International.

5.3. Unless specified otherwise in this Agreement, your Card can be used to pay merchants for goods or services (whether in-store, online or over the phone) and for Cash Withdrawals at ATMs. If you have been issued with a virtual Card, it can only be used for Card Payments. Your Card can be used at all card acceptance terminal devices bearing the MasterCard logo which maintain the necessary functions.

5.4. Card Payments will be executed upon Paynetics receiving confirmation that you have enough Free Funds to withdraw from your Investment Account and execute the Card Payment.

5.5. The value of all Card Payments, including all applicable fees, will be deducted from your relevant E-money Account and also reflected as Card withdrawals in your Investment Account balance. They will also be visible in the periodic electronic statements provided by Trading 212 on our behalf.

5.6. You will be responsible for all goods or services purchased with the Card. Any dispute with a merchant about a product or service purchased with the Card will be considered a dispute between you and the merchant and should be addressed directly to that merchant. Paynetics does not accept any responsibility or liability for the quality, safety, legality, or any other aspect relating to and does not provide any warranties regarding such goods or services purchased with the Card.

5.7. Paynetics will not be liable if a merchant refuses to accept a Card or if Paynetics has refused to execute a Payment Transaction in accordance with this Agreement.

5.8. The Card is property of Paynetics as a card issuer and cannot be transferred and/or made available to anyone else.

## **6. Card issuance, activation and replacement**

6.1. Each Card has a validity period within which you may use the Card. If your Card is physical, it will expire on the last day of the month/year indicated on its front. If your Card is virtual, it will expire on the last day of the month/year indicated on the Trading 212 Platform or on the expiry date sent to you by e-mail. All Card Payments initiated after the expiration or cancellation of the Card will not be authorized or executed.

6.2. Paynetics will issue the Card within 10 Business Days of your application being accepted and, if the Card is not virtual, we will post the Card to you. If your Card is virtual, the Card will be made available to you via the Trading 212 Platform immediately after your application is approved by Paynetics.

6.3. The physical Card will be delivered to you and you may be required to produce an ID document to collect it. You must sign on the signature strip on the reverse side of the physical Card immediately after receiving it.

6.4. You will be provided with a PIN to use with your Card. You can change your PIN at an ATM. You should memorize your PIN and then destroy the media on which it is recorded. You have important obligations to keep your security details such as PIN safe (see clause 11.2 below).

6.5. You may request Paynetics to issue a new Card in the following cases:

6.5.1. In case of destruction or damage to the Card;

6.5.2. In case of loss, theft or other misappropriation of the Card,

6.5.3. In case of a forgotten PIN, and

6.5.4. Upon expiry of your Card's validity period. If your Card expires, it will only be automatically replaced if your Card was used within the last two months before its expiry date.

6.6. If your Card is replaced because it was lost or damaged, or in case of a forgotten PIN or upon expiry of your Card's validity period, you may be charged a replacement fee (see Tariff) which will be deducted from the balance on your E-money Account. If your Card has been reported stolen or misappropriated, you may be charged a fee that is directly related to the cost of replacement (see Tariff). If your Card has been reported lost, stolen, or misappropriated but later is found, then you should immediately inform Paynetics about it and destroy the Card.

6.7. When you receive the Card it will be inactive. You have to activate the Card before using it, otherwise, any Card Payments attempted by you will be rejected. The Card can be activated on the Trading 212 Platform by following the instructions for activation provided to you.

## 7. Giving instructions for payment transactions

7.1. You will be able to make Payment Transactions only after having sufficient Free Funds in your Investment Account and submitting a Card withdrawal request via your Investment Account. You can check the amount of your available Free Funds in your Investment Account using the Trading 212 Platform. If the amount of any Payment Transaction, together with any applicable and payable to us fees, exceeds the available Free Funds then it will be declined. Notwithstanding the foregoing, in case of negative balance on the Card clause 9.1. below will apply.

7.2. You give us an instruction and consent to a Payment Transaction being executed using any one of the following methods:

7.2.1. In case of Cash Withdrawal from an ATM: by entering a PIN;

7.2.2. In case of payment for goods or services in-store: by entering a PIN and/or signature on the receipt or by tapping/waving the Card (or a device where it is held) over a card reader for contactless payments;

7.2.3. In case of online payments for goods or services online or via the phone: by providing your Card details and other security information or credentials, when requested.

7.3. The Card will not be enabled for use with merchants in certain business sectors (e.g. car rental companies, hotels and other service providers) which estimate the amount of the final Card Payment to them and require to “pre-authorize” or withhold the estimated amount on the Card.

## 8. Fees

8.1. Fees that apply to your E-money Account, Card and associated services and/or Payment Transactions are as set out in the Tariff. All fees will be deducted from the relevant E-money Account and reflected in the periodic electronic statements, made available by Trading 212.

8.2. Paynetics reserves the right to change the applicable fees in accordance with this Agreement (see further clause 13). Changes in the reference exchange rate will apply immediately without prior notice.

## 9. Negative balance

If any action results in a negative balance in your E-money Account we may request that Trading 212 reimburse the amount of the negative balance from your Free Funds immediately upon request. Paynetics may charge the amount of the negative balance against the funds on any other accounts held by you with Paynetics, if any, or against any subsequently transferred funds from your Investment Account. Paynetics may suspend the E-money Account and Card until it is reimbursed for the negative balance in full and may take legal action against you to recover such amount.

## 10. Communication procedure

10.1. The Agreement is executed in English and all communications between you and us will be in English, unless expressly agreed otherwise in this Agreement. If you are reading a non-English version, please note that this is provided for reference only and the English version is the version which applies.

10.2. We can communicate with you (including to provide any information or notifications in relation to this Agreement) using any of the following methods:

10.2.1. Via the Trading 212 Platform;

10.2.2. By email;

10.2.3. By phone (including by sending you an SMS); and

10.2.4. By writing to your home address.

We will let you know if any of these communication methods become unavailable. We will also inform you if you need any technical requirements or software to communicate with us.

10.3. We will use the contact information you have most recently given us or Trading 212 to communicate with you. If any of your contact details change, you must inform Paynetics about it as soon as possible by updating your details on the Trading 212 Platform or contacting the Customer Care Team. All notifications, invitations or other notices sent to

your email address noted on the Trading 212 Platform will be deemed to have been successfully delivered.

10.4. In the first instance of a problem, you should contact the Customer Care Team.

10.5. Paynetics will provide information about your E-money Account and Payment Transactions and fees on a monthly and annual basis by means of electronic statements which will be accessible on the Trading 212 Platform and/or sent to you by email. Paynetics will also notify you by email when your statement is ready. You should carefully review your E-money Account and Payment Transaction information regularly. Your statements will remain available on the Trading 212 Platform for you to access for a minimum of 1 year. You may wish to download or print your statements for your future reference.

## 11. Security measures

11.1. You must use your Card and E-money Account in accordance with the terms and conditions set out in this Agreement. You have important obligations to do everything you reasonably can to keep your E-money Account and Card safe and to notify Paynetics of any loss, theft, misappropriation or unauthorized use of the Card or E-money Account immediately after becoming aware of it as further described below.

### **Your obligations to keep your E-money Account and Card safe**

11.2. You will be provided with or will be able to set up certain security details (such as your PIN and any password, passcode or other login details) which can be used to execute Payment Transactions with your Card. You must:

11.2.1. Take all reasonable measures to keep your E-money Account, Card and security details safe;

11.2.2. Not write down any of your security details (such as PIN or password or passcode or other login details) unless it is done in a way to make it difficult for anyone else to recognize them;

11.2.3. Not record security details such as PIN on the Card or keep such information together with the Card;

11.2.4. Not to disclose to and/or allow anyone else to use in any manner whatsoever your security details such as user identifiers, passwords or PINs;

11.2.5. Keep your Card and any personal devices (mobile phones, computers, tablets) that can be used to access your E-money Account, Card or security details secure and not let anyone else use them to execute Payment Transactions;

11.2.6. Not choose security details such as PIN or password to access your Card or E-money Account that is easy for someone to guess such as letters or digits that:

11.2.6.1. Are easily associated with you, for example your telephone number or date of birth;

11.2.6.2. Are part of the data imprinted on the Card;

11.2.6.3. Consist of the same digits (1111) or the sequence of running digits (1234); or

11.2.6.4. Are identical to previously selected PIN/password.

11.2.7. Use up-to-date virus, malware, and spyware software and a firewall on any devices used to access your E-money Account or Card to reduce the risk of security breaches.

### **Your obligation to notify us**

11.3. If your Card has been withheld by an ATM, you must immediately notify Paynetics. If Paynetics is not able to return the Card to you, Paynetics will issue a new Card to replace it.

11.4. You must immediately notify the Customer Care Team (using contact details at clause 19) if:

11.4.1. Your Card is lost, stolen or misappropriated; or

11.4.2. You believe there has been unauthorized use of your Card or E-money Account or anyone else may be able to use or access your E-money Account, Card or security details to access them.

Paynetics will make all reasonable efforts to stop the use of E-money Account and/or Card by blocking the E-money Account and/or the Card and/or Payment Transactions after receiving a notification from you.

11.5. Paynetics may restrict your E-money Account, Block Your Card, or Deactivate Your Card if:

11.5.1. Paynetics is concerned about the security of the Card or E-money Account or the security details relating to them;

11.5.2. Paynetics becomes aware or suspects that the E-money Account, Card or security details relating to them are being used in an unauthorized, unlawful or fraudulent manner;

11.5.3. Paynetics reasonably believes it needs to do so to comply with the law or court order in any applicable jurisdiction, the instructions provided by a Card Organisation or any other rule or duty applicable to Paynetics;

11.5.4. This Agreement is terminated for any reason;

11.5.5. You request us to do so;

11.5.6. You failed to provide us and/or Trading 212, as applicable, to our satisfaction, with identification or other data, information and/or documentation which has been requested by you prior to entering and during the validity of the present Agreement for compliance with applicable anti-money laundering and counter-terrorist financing laws and requirements;

11.5.7. You have breached any term of this Agreement in a material way.

11.6. We will, if possible, notify you, before we Block Your Card or Deactivate Your Card or freeze your E-money Account, that we will do so and the reasons for it. If we are unable to notify you beforehand, we will notify you immediately afterwards. We will not notify you if doing so would compromise our security measures or would be unlawful.

11.7. Your Card and/ or E-money Account will be unblocked or re-activated (or replaced) as soon as possible after the reasons for blocking cease to exist.

### **Communicating with you about fraud or security threats**

11.8. We may need to contact you urgently in the event of suspected or actual fraud or security threats to your E-money Account, Card and/or security details. To do so, we may use an SMS, telephone, e-mail, or another secure procedure. When we contact you, we may also give you information on how you can minimize any risk to your E-money Account, Card or security details depending on the nature of the security threat. But will **never** ask you to



give your full security details (such as PIN, password or passcode) or ask you to transfer money to a new account for security reasons.

## 12. Liability & Refunds

12.1. Paynetics will not be liable in the cases where (i) you have insufficient Free Funds to cover the amount of any particular Payment Transaction, together with any applicable and payable to us fees, or (ii) the actual amount of the Free Funds was lower due to blocked funds by Trading 212 for reasons connected to your investment activities, or (iii) the Free Funds were not transferred to us within the timeframe agreed between us and Trading 212, or (iv) only a part of them, insufficient to cover the Payment Transaction and the applicable fees, was transferred to us. In such cases you must immediately contact Trading 212 and address your concern directly to them.

12.2. You must notify Paynetics in writing of any unauthorized or incorrectly executed Payment Transaction on your Card without undue delay after becoming aware of such unauthorized or incorrectly executed Payment Transaction and in any case no later than 13 months from the date the Payment Transaction was debited to your E-money Account. You can notify us of such unauthorized or incorrectly executed payments by contacting the Customer Care Team (see clause 19 for details).

12.3. If you notify us of an unauthorized or incorrectly executed Payment Transaction in accordance with clause 12.2, you may be entitled to receive a refund of the funds as detailed below. Paynetics will verify the authenticity of the payment, its proper recording and reporting, and whether the transaction has been affected by a technical malfunction or other defect.

12.4. If you are entitled to a refund for an incorrectly executed or unauthorized Payment Transaction, we will refund you to your E-money Account as soon as possible upon receipt of your claim or any additional information we may request in order to investigate your right to a refund. However, if after we refund you, our investigation leads us to reasonably believe that you were not entitled to the refund, we will have the right deduct the amount of the refund from any balance on the E-money Account and reserve the right to recover the value of the refunded payment by any other legal means.

12.5. If Paynetics establishes you have not authorized a Payment Transaction using your Card (for example, someone else made it) and there are no reasonable grounds for suspecting that you acted fraudulently, Paynetics will refund the value of the unauthorized Payment Transaction by no later than the end of the Business Day after you notify Paynetics of the unauthorized Payment Transaction. The refund will include any fees to restore your E-money Account to the position it would have been at if the unauthorized Payment Transaction was not made. Paynetics may hold you responsible for up to first £35 incurred as losses with respect to unauthorized payments arising from the loss, theft or misappropriation of your Card or security details before you notify Paynetics.

12.6. You will not be entitled to a refund and you will bear all losses, irrespective of their amount, relating to an unauthorized payment if:

12.6.1. The Payment Transaction was authorized by you;

12.6.2. You have acted fraudulently;

12.6.3. You have intentionally or with gross negligence have failed to comply with one or more of the obligations under this Agreement (for example, with regards to keeping your E-money Account and Card safe or to notify us of any unauthorized payments).

### **Non-executed or incorrectly executed Payment Transactions**

12.7. If Paynetics fails to execute or incorrectly executes a Payment Transaction, Paynetics will promptly reimburse the amount of the Payment Transaction (including any fees to restore the E-money Account to the position it would have been at if the defective payment was not made), unless Paynetics can show that the recipient's payment service provider has received the money (in which case they will be liable). In this case, on your request, Paynetics will make reasonable efforts to trace the money and inform you about the outcome.

12.8. Paynetics will not be liable for any Payment Transaction executed in accordance with the payment instructions given by you. If the payment instruction you have given us was incorrect or incomplete, Paynetics will make reasonable efforts to recover the payment amount. Paynetics may charge you a fee for any such recovery as indicated in the Tariff. If

Paynetics is not able to recover the payment amount, Paynetics will, on your written request, provide you with the relevant information about the payment.

### **General liability**

12.9. Paynetics will not be liable to you for any damages or losses arising from or relating to:

12.9.1. Your failure to use the Card or E-money Account in accordance with this Agreement;

12.9.2. Any Payment Transactions executed in accordance with the information or instructions provided by you which were incorrect, inaccurate or incomplete;

12.9.3. Any unusual or unforeseeable circumstances beyond the control of Paynetics, the consequences of which could not be avoided despite Paynetics' reasonable efforts;

12.9.4. Refusal of a merchant, ATM or any other person to accept the Card;

12.9.5. Malfunction of a mobile device or other equipment, software or services required for the successful technical performance of an operation which is beyond the control of Paynetics;

12.9.6. Paynetics' actions as required by the applicable legal or regulatory requirements or any Rules and Regulations or guidelines provided by the Card Organisation and/or Competent Authority;

12.9.7. You acting fraudulently or with gross negligence;

12.9.8. Loss of revenue, goodwill, lost benefits or expected savings;

12.9.9. Any loss or damage which is not a direct result nor a direct consequence of a breach of this Agreement by Paynetics; or

12.9.10. Any loss or damage caused by a virus, denial of service attack dissemination or other technologically harmful material that may infect a computer or other device or equipment, software programs, data or other proprietary material in connection to the Card, E-money Account and this Agreement;

12.9.11. The quality, safety, legality or any other aspect of goods and/or services purchased using the Card or any possible disputes arising between you and the provider of such goods/services;

12.9.12. The balance, operations, safety, legality, or any other aspect relating to the Investment Account;

12.9.13. Paynetics refusing to accept or execute any payment or restricting, blocking or deactivating your E-money Account and/or Card in accordance with this Agreement;

12.9.14. Loss or damage beyond Paynetics' responsibility by law.

12.10. None of the terms of this Agreement will limit or exclude Paynetics' liability for fraud, gross negligence or any other liability which cannot be legally excluded or limited by law.

12.11. You are responsible for the use of the Card and E-money Account in accordance with this Agreement. You will be liable to Paynetics for all losses and damages caused by their improper and/or non-compliant use that does not comply with this Agreement.

## **13. Changes to this Agreement**

13.1. Paynetics may make changes to this Agreement, including the fees set out in the Tariff, as set out further below for reasons which may include (but are not limited to):

13.1.1. Changes to the products or services or introducing new products or services under this Agreement;

13.1.2. Withdrawal of a particular part of our products or services;

13.1.3. Changes in market conditions or operating costs that affect Paynetics;

13.1.4. Changes in technology, our systems and/or payment methods;

13.1.5. Making this Agreement clearer or more favourable to you; or

13.1.6. Changes in relevant laws or regulations, or codes or rules that apply to Paynetics.

13.2. Paynetics will notify you about any changes to this Agreement, including the Tariff and Privacy Policy, and the date on which such changes shall take effect, by providing you with at least 2 months' notice before the changes take effect. Paynetics can make immediate

changes, without notice to you, to the exchange rates used to convert Payments Transactions where such changes are the result of changes in the reference rate we have disclosed to you or are more favourable to you.

13.3. If you do not approve of the changes to this Agreement, you have the right to terminate this Agreement free of charge by informing Paynetics via the Customer Care Team before the changes take effect. Paynetics will treat you as having accepted the changes unless you terminate this Agreement before the proposed changes take effect.

## **14. Term of the Agreement. Cancellation. Termination. Validity Period of the Card, Block your Card**

14.1. This Agreement will become effective when your application is approved by Paynetics. This Agreement will remain valid until it is terminated in accordance with its terms.

14.2. You can cancel your E-money Account and Card and terminate this Agreement within 14 days of the date you receive confirmation your application has been approved by Paynetics by contacting the Customer Care Team. You will not be charged for cancelling within this period. You will not be entitled to a refund of any Payments Transactions and associated fees made up to the date you notify Paynetics of the cancellation.

14.3. This Agreement can be terminated by you:

14.3.1. Notifying Paynetics you do not accept changes to this Agreement in accordance with clause 13.3;

14.3.2. Notifying Paynetics of the cancellation of this Agreement in accordance with clause 14.2;

14.3.3. Providing Paynetics a written request for termination of this Agreement at any time.

14.4. This Agreement can be terminated by Paynetics by providing you with 2 months' notice of termination of this Agreement;

14.5. We may Block Your Card immediately if:

14.5.1. You breach an important term or persistently breach the provisions of this Agreement;

14.5.2. Paynetics reasonably believes that your E-money Account, Card or any of its services is being used for any fraudulent or illegal purposes or in an unauthorized manner or for Prohibited Transactions;

14.5.3. Paynetics is required to so to comply with any law or regulation or a requirement by a Competent Authority or a Card Organisation;

14.5.4. Paynetics reasonably believes that continuing to permit use of your E-money Account or Card may cause Paynetics to breach any applicable law or regulation, code or other duty applicable to it or expose Paynetics to any adverse action, censure, fine or penalty from any Competent Authority, law enforcement or other governmental agency or Card Organisation;

14.5.5. You become bankrupt or die;

14.5.6. The agreement between Paynetics and Trading 212 has been terminated;

14.5.7. Your Investment Account with Trading 212 has been terminated or suspended;

14.5.8. In other cases provided by law or in the Agreement.

14.6. If this Agreement is terminated for any reason, your right to use the E-money Account and Card will be terminated, your E-money Account will be closed and Card will be deactivated. All fees and other amounts due to Paynetics under the Agreement, if any, will become payable on termination. You can request redemption in accordance with clause 15.

14.7. You will be responsible for all Payment Transactions performed prior to termination of this Agreement, their resulting liabilities and any other obligations relating to the use and servicing of the E-money Account or Card prior to such termination.

## 15. Redemption

15.1. If you ever have a positive balance in your E-money Account which is not related to a Payment Transaction, for example, as a result of a refund chargeback or Cashback, we shall send this money to your Investment Account.

15.2. A redemption fee (see Tariff) may be charged to cover redemption costs on each redemption request if redemption is requested more than one year after the date this Agreement is terminated.

15.3. Paynetics will not refund the remaining value of e-money on your E-money Account if you make the request for redemption more than 6 years after the date of termination of this Agreement.

## 16. Complaints

16.1. If you wish to complain about Paynetics services under this Agreement, you can do so by contacting the Customer Care Team.

You can find more information on how we handle complaints on the Paynetics Website (<https://www.paynetics.digital/complaints/>). We will provide you with a copy of our complaints procedure on your request or if we receive a complaint from you. In most cases, Paynetics will review your complaint and provide a full response within 15 Business Days from the date the complaint was received. In exceptional circumstances, where Paynetics is unable to respond to your complaint in full within that timeframe, Paynetics will send you a holding response with reasons for the delay and the timeframe within which you will receive a full response, which in any case will be within 35 Business Days from the date your complaint was received.

16.2. If Paynetics fails to provide a full response to your complaint within the time limit referred to above or has failed to resolve your complaint to your satisfaction, you may refer your complaints to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567, email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)). Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 17. The Investment Account

Any dispute with Trading 212 about the distribution of the Card and/or the funds available on Investment Account will be considered a dispute between you and Trading 212 and should be addressed directly to Trading 212. Paynetics does not accept any responsibility or liability

for the balance, operations, safety, legality, or any other aspect relating to the Investment Account and does not provide any warranties regarding the operations and/or the funds available on Investment Account.

## 18. Miscellaneous

18.1. This Agreement shall be governed by English law. Legal proceedings can be issued in the courts of England & Wales. In addition:

18.1.1. If you live in Scotland, legal proceedings can be issued in the Scottish courts;

18.1.2. If you live in Northern Ireland, legal proceedings can be issued in the Northern Irish courts.

18.2. Paynetics may transfer or assign its rights and obligations under this Agreement to another company or individual at any time, subject to prior approval from Trading 212. If the transfer means that another organization will be providing the services under this Agreement to you instead of Paynetics, Paynetics will give you notice of the transfer and the date when the transfer will take effect. Unless specified otherwise in the notice, the terms of this Agreement will be binding on you and the transferee as if the transferee was the original party to this Agreement from the date the transfer takes effect. This will not affect any of your legal rights relating to this Agreement or the services provided under it.

18.3. You cannot transfer or assign any of your rights and obligations under this Agreement to another individual or company without Paynetics' prior written consent.

18.4. If a court or Competent Authority establishes that a certain provision in the Agreement (or any part of any provision) is invalid, illegal or unenforceable, such provision (or part of it) shall be deemed to be non-existent to the extent necessary, but the validity and applicability of all other provisions of the Agreement shall not be affected.

## 19. Customer Care Team

19.1. You can contact our Customer Care Team:

19.1.1. By email at [info@trading212.com](mailto:info@trading212.com)



19.1.2. Or chat with us via the Trading 212 Platform.

You can report lost, stolen or misappropriated Cards or other unauthorized access to your E-money Account (available 24 hours a day) via the Trading 212 Platform or by contacting the Customer Care Team.