

Agreement governing the use of Kinesis virtual card in Digital Wallets

1. Using your virtual card with a Digital Wallet.

This Agreement governs the use of your virtual card with a Digital Wallet ("Agreement"). It forms a legal agreement between you, the holder or authorised user of a virtual card ("you" or "your") and Optimus Card UK Limited, the issuer of the virtual card ("we," "us," or "our"). When we refer to the Digital Wallet, we mean a digital wallet such as Apple Pay, Google Pay, Samsung Pay or other digital wallet provided by a digital wallet provider (each a "Digital Wallet"). Virtual Card means the credit, debit or prepaid virtual card issued by us to you.

You understand and agree that your use of a Digital Wallet is subject to the terms and conditions set forth by the provider of that Digital Wallet (the "Digital Wallet Provider") with respect to the use of that Digital Wallet.

This Agreement does not modify your agreement with us that governs the use of your virtual card (the "Cardholder Agreement") and it will continue to apply to your use of it. Transactions you make using the Digital Wallet are governed by the Cardholder Agreement, as well as any terms you agree with the Digital Wallet Provider relating to your use of the Digital Wallet. Your use of the Digital Wallet does not form part of the Cardholder Agreement with us.

We reserve the right, in our sole discretion, to change, modify, add or remove portions of this Agreement at any time. Changes may include your virtual card's eligibility for use with a Digital Wallet, amending the enrolment process and/or the virtual card authentication process.

If we make a change to this Agreement, we will notify you of such change by email. An up-to-date version of this Agreement is available at [Kinesis Mastercard Card Cardholder Terms V2.2 FINAL.docx](#). Your continued use of the virtual card in a Digital Wallet following the posting of changes will mean that you accept and agree to the changes.

If you do not agree to this Agreement, you must not add your virtual card to, or continue to use your virtual card in connection with a Digital Wallet.

2. Eligibility, Limits and Restrictions

You can use the virtual card with a Digital Wallet provided you have a mobile or other device that enables contactless payments ("Supported Device"). You can find out more details about using your virtual card with a Digital Wallet from the Digital Wallet Provider.

To help reduce the risk of fraud, we may place limits on the value or number of payments made using a Digital Wallet. Some retailers may also place an individual limit on payments made using a Digital Wallet.

A Digital Wallet may not be accepted at all places where your virtual card is accepted, and your virtual card in a Digital Wallet may not be eligible to be used for all the features and functionalities of that Digital Wallet. Check with the Digital Wallet Provider for details.

3. Enrolment

Before you are able to use your virtual card in a Digital Wallet, you must first add your virtual card to it. To add your virtual card to a Digital Wallet, you must register your virtual card with that Digital Wallet. By doing this, you agree to allow us to share your virtual card information with the Digital Wallet Provider. You will be required to complete this process for each Digital Wallet and for each virtual card. We may require you to take additional steps to authenticate yourself before your virtual card is added to the Digital Wallet.

You agree that the digital version of your virtual card in a Digital Wallet may, in our sole discretion, be automatically updated or upgraded without notice to you.

4. Using Your virtual card with a Digital Wallet

Once you add a virtual card to a Digital Wallet, you may use the Supported Device to make payments utilizing the virtual card at any merchant that accepts the Digital Wallet and virtual card.

By selecting a virtual card, it does not support the contactless payment. Therefore, any contactless- enabled point-of-sale terminal or reader, by using a virtual card for an in-app or a website purchase. Good or services used to select the virtual card will not be authorised.

The Digital Wallet may display transaction history on your Supported Device. The transaction history does not reflect any post-authorization activities (e.g., settlement, foreign currency exchange, chargebacks, etc.). The details for your transaction history in connection with that Digital Wallet may not match the actual transaction details, including the amount that ultimately clears, settles and posts to your virtual card account.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Supported Device or the Digital Wallet. You are responsible for the Supported Device. Any issues relating to the operation, performance and costs associated with such Supported Device should be raised with the Supported Device provider and/or the Digital Wallet Provider.

If your device is lost or stolen, you suspect any unauthorised use of your virtual card or Digital Wallet or your security information relating to your virtual card or Digital Wallet has been compromised you must contact us as soon as possible.

If you receive a replacement virtual card, you will need to replace your old virtual card with the new one in your Digital Wallet.

If your Supported Device is lost or stolen, you will need to add your virtual card to a Digital Wallet on a new Supported Device.

5. Fees

We do not charge you any fees to add or use a virtual card through a Digital Wallet. If we do introduce a fee, we will give you prior notice before we do so.

Digital Wallet Providers and/or other third parties, such as your Supported Device provider and/or data service providers, may charge you fees in connection with your use of a Digital Wallet. You agree to be solely responsible for all such fees and agree to comply with any limitations and restrictions relating to a Digital Wallet and/or your Supported Device.

6. Privacy

Your personal information is processed in accordance with our privacy policy, you can see our privacy policy at [Privacy Policy - Optimus Cards](#).

The Digital Wallet Provider will also have terms setting out how your personal information is used by them when you use it Digital Wallet. You should check such terms before you use the Digital Wallet.

7. Security

Your Cardholder Agreement sets out steps you must take to keep your virtual card, the account linked to it and security information secure. They also apply to the use of your virtual card with the Digital Wallet.

You must take reasonable steps to prevent the unauthorized use of your virtual card, Supported Device, Digital Wallet, including any Security Information (such as user ID, PIN, password or any biometric credentials). This includes:

- not leaving your Supported Device unattended;
- Having appropriate security in place to access your supported devices (s), such as passcodes, passwords, fingerprint or facial recognition;
- making sure only the security information personal applicable to you and no one else can be used to unlock and use the Supported Device;
- keeping your Security Information confidential;
- using the Digital Wallet in accordance with the Digital Wallet Provider terms and conditions of use;

- removing all personal and financial information from any device(s) you no longer use.

You will be responsible for all transactions made through the Digital Wallet on your Supported Device. If another person's biometric credentials are enabled on your Supported Device, you must take immediate steps to remove them.

You must notify us without delay away as soon as you become aware;

Any of your security information is, or you suspect has been compromised;

<https://www.apple.com/uk/legal/privacy/data/en/apple-pay/>

<https://support.google.com/pay>

- your virtual card has been used in the Digital Wallet without your permission, or your Supported Device has been lost or stolen.
- If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorised use of your virtual card in connection with that Digital Wallet.
- You should notify us by calling the number on the back of your virtual card or in the app you use to manage your virtual card.

8. Questions Regarding the Digital Wallet and/or Supported Devices

Questions concerning the use of a Digital Wallet or the operation of a Supported Device equipped with the Digital Wallet should be directed to the Digital Wallet Provider.

9. Suspension, Cancellation and Termination

- We reserve the right for any reason to discontinue our participation in any Digital Wallet service. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any virtual card in a Digital Wallet or your use of any virtual card through a Digital Wallet at any time without notice and for any reason, including but not limited to if you violate this Agreement, your Cardholder Agreement or applicable law, if we suspect fraudulent activity or as a result of the cancellation or suspension of your virtual card account.
- We will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of your virtual card.

10. Intellectual Property Rights

- You are granted a nonexclusive, non-sublicensable, non-transferable, personal, limited license to add and use your virtual card in a Digital Wallet solely in accordance with this Agreement and the Digital Wallet Provider Terms.

11. Communicating with you

- As a condition to using your virtual card in a Digital Wallet, you agree that we may contact you by telephone, including text messages or by email using the contact information you provide us, by posting within your online account (if applicable to your virtual card), or through the messaging capabilities of the Digital Wallet.
- If at any time you no longer agree to us contacting you in this way you may no longer be able to use your virtual card with a Digital Wallet.
- You may receive push notifications via the Digital Wallet from time to time reflecting your virtual card account activity. If you do not wish to receive notifications, you may turn off these notifications through the device settings on your Supported Device.

Push notifications can be displayed on a locked or inactive device screen. Since it is possible to view this information even when your Supported Device is locked, we encourage you to keep physical control over your Supported Device and/or turn off push notifications.

12. Governing Law

This Agreement is governed by the laws of England and the courts in England and Wales shall have jurisdiction.