

FRAMEWORK AGREEMENT FOR PAYMENT SERVICES

1. Identification of the parties

1.1. On one side, Easy Payment and Finance, E.P., S.A., with Tax Identification Number A85785905, domiciled at Calle Leganitos 47, Planta 9ª, 28013 Madrid, registered in the Business Registry of Madrid, Sheet M-488476, Volume 27111 (“**Easy**”). Easy is a payment institution regulated and supervised by the Bank of Spain (C/ Alcalá 48, 28014 Madrid, Spain), listed in its Special Register of Payment Institutions under number 6849. Its activity encompasses the provision of payment services.

1.2. On the other side, the natural person entering into this payment services framework agreement, identified in the online onboarding process or in the contractual form attached as an addendum to this framework agreement (“**Client**”).

2. Sole Agreement

2.1. The clauses herein and their addenda, as agreed upon by the parties from time to time, constitute a single, comprehensive contract that includes all contractual conditions governing the relationship between the parties and the provision of services contemplated herein (“**Framework Agreement**”). In the event of any inconsistency, the terms set forth in the addenda shall prevail over those set forth in these clauses.

2.2. The Framework Agreement can be executed electronically, at which point it shall become fully legally effective. The Client acknowledges that an electronic signature shall hold the same legal status as a handwritten signature on a physical document. At any time during the contractual relationship, the Client may request and receive a copy of the Framework Agreement and the brochure containing the legally required information and contractual conditions in printed form or on any other durable medium.

2.3. The Framework Agreement may be executed in either Spanish or English language, at the Client’s discretion. The provision of services and communications between the parties will be conducted in the language of the Framework Agreement, unless a different language is mutually agreed upon.

3. Object

3.1. The purpose of this Framework Agreement includes those services related to foreign currency exchange; the execution of payment transactions, including the transfer of funds, via a payment account held by the user or another payment service provider; issuance of payment instruments and acquiring of payment transactions; and money transfers (“**Services**”). The Services are governed by Royal Decree Act 19/2018, of 23rd November, on payment services and other urgent measures in financial matters (“**Payment Services Act**”), and their implementing regulations.

3.2. It is expressly agreed that the Client does not qualify as a consumer under the definition provided in the Payment Services Act (a consumer being a natural person acting for purposes outside their trade, business, or profession in payment service contracts).

3.3. The Client may use the Services either as payer or payee and will be designated as such in the Framework Agreement, as applicable, assuming the rights and obligations arising from the specific role it adopts in each transaction executed under this Framework Agreement.

3.4. The Client undertakes to inform Easy of any changes in its personal and/or economic situation that may affect its status as a user of the Services (consumer, non-consumer, or micro-enterprise).

3.5. Easy maintains commercial relationships with natural or legal persons (“**Collaborator**”) who, through digital sites accessible through the Internet or software applications or tools for mobile devices or other electronic or telematic means (“**Interface**”), provide the Client with access to Easy's payment services when the services offered by a Collaborator require payment operations, without this implying, in any case, that the Collaborator provides payment services on behalf of Easy. The Client expressly and irrevocably accepts that, in such cases, Easy may require that communications, actions or operations under the Framework Agreement be carried out or channelled, in whole or in part, electronically through the corresponding Collaborator’s Interface.

3.6. In the cases indicated in clause 3.6 above, the Client accepts and acknowledges that its relationship with Easy will be governed solely and exclusively by this Framework Agreement and that Easy is completely unrelated to any contractual relations between the Client and the Collaborator.

4. Representations and Warranties by the Client

The Client hereby represents and warrants that:

- a) It has full legal capacity to contract and are acting freely and voluntarily in entering into the Services.
- b) Is a natural person who, when contracting the Services, acts for purposes other than an economic, commercial or professional activity, and therefore acts in his capacity as consumer and user in accordance with the provisions of Royal Legislative Decree 1/2007, of November 16, which approves the consolidated text of the General Law for the Defence of Consumers and Users.
- c) All information and documentation provided to Easy by the Client is accurate, complete, and, where appropriate, a true copy of the original.
- d) Easy has made available, in a readily accessible manner, all legally required information regarding the conditions under which the Services are provided, considering the Client’s status. The Client confirms having thoroughly reviewed this information and this Framework Agreement before agreeing to contract any Service, even when said consent is given electronically by clicking on the “Accept” button.

5. Know Your Customer (KYC) and Fraud Prevention

5.1. The Client shall consistently provide Easy with any information or documentation requested, as deemed necessary or pertinent for acquiring or updating Know-Your-Customer

("KYC") obligations to be fulfilled by Easy. This includes, but is not limited to, information pertaining to their identity, capacity, legal status, beneficial ownership, the nature of their financial, commercial, or professional activities, solvency, and economic standing. In instances where the Client is a legal entity, this extends to the identity and capacity of legal representatives and/or directors acting on behalf of the entity in engaging the Services. Additionally, it includes those individuals acting on behalf of the Client, their ultimate beneficiaries, and all natural or legal persons involved in the control chain, all in accordance with the rules, policies, and procedures for regulatory control and compliance as established by Easy at any given time, and in adherence to anti-money laundering and terrorist financing prevention regulations, as well as any other applicable tax or legal requirements.

5.2. The Client is committed to actively collaborating in the prevention, detection, and investigation of any fraudulent or illicit activities associated with the Services. This collaboration extends to implementing measures outlined in the control and regulatory compliance regulations, policies, or procedures that Easy deems necessary. Easy reserves the right to suspend or block the provision of Services, or to unilaterally terminate the Framework Agreement, should there be any suspicion, signs, or incidents related to the aforementioned activities.

5.3. The Client expressly and irrevocably authorizes Easy to, at its discretion, (a) verify the accuracy of the information or documentation obtained from the Client, confirm its revenue sources or economic activities, including, without limitation, requesting information or documentation on the Client's behalf from any public or private entity; or (b) report any information or incidents pertaining to the matters outlined in this clause to the Bank of Spain, anti-money laundering and terrorist financing prevention authorities, State police or law enforcement authorities, or any other relevant authorities. This also extends to communicating with lending institutions or other payment service providers related to the transaction, sharing the necessary information or details of the incident as deemed appropriate.

5.4. When the contracting of the Services is carried out through the Interface of a Collaborator, the Client expressly and irrevocably accepts that Easy may require that the provision of the information or documentation referred to in the previous clauses be carried out through the Collaborator, and expressly and irrevocably authorizes Easy to receive from the Collaborator said information or documentation obtained by the latter.

6. Correspondence

6.1. All notifications, information transmissions, orders, instructions, or general correspondence between the parties shall be conducted via the remote communication methods available to Easy at any given time, potentially including telematic, electronic, telephone, or similar means. Nevertheless, Easy reserves the right to utilize alternative communication methods, such as printed correspondence, postal mail, or courier services, when deemed necessary or advantageous for operational, technical, or legal reasons. In instances involving multiple product or service holders, a notification will be considered validly issued upon transmission to any one of them.

6.2. The contact details for correspondence shall be as specified in the recitals and the relevant addendum attached to the Framework Agreement for Easy, and as provided in the

subscription form for the Client. Any changes to these contact details must be promptly communicated to the other party. The Client expressly agrees that any changes to Easy's registered office published in an official journal shall be deemed effective as notice of such change.

6.3. When the contracting of the Services is carried out through the Interface of a Collaborator, the Client expressly and irrevocably accepts that Easy may require that the communications and operations associated with the Framework Agreement or the Services, including, without limitation, requests for payment orders or notifications regarding modifications to the Framework Agreement or the Services, are made through the Collaborator's Interface.

7. Access or Use of the Services

7.1. The Client shall access and use the Services through electronic, telematic, or telephone means made available by Easy at any given time, which may include digital sites accessible via the Internet, or mobile device applications or other software tools.

7.2. Access or use of the Services by the Client shall be conducted securely, utilizing the identity authentication or verification methods required by Easy at any given time, which may include, without limitation, access codes, personal identification numbers, passwords, or official electronic identity documents. These authentication methods shall be personal and non-transferable.

7.3. In situations requiring the application of enhanced authentication measures for accessing or using the Services under European or Spanish regulations, Easy may require the Client to perform additional authentication actions deemed necessary, potentially including SMS verification, mobile notifications, biometric authentication, or the use of authentication applications.

7.4. The Client is responsible for securely maintaining the authentication methods provided by Easy, ensuring their proper use and confidentiality. In cases of loss, theft, misappropriation, or unauthorized use of these authentication methods, the Client must immediately notify Easy so that appropriate security measures can be implemented (such as the interruption or blocking of the payment transactions). For security reasons, repeated incorrect use of authentication methods may result in their invalidation and an interruption or temporary block on associated payment transactions.

7.5. All actions conducted by the Client using the authentication methods provided by Easy are deemed valid, accurate, and authorized by the Client. These authentication methods shall substitute the need for the Client's physical signature and shall have full legal efficacy. For such purpose the electronically assigned data will be considered for all purposes and will have the same legal value as the Client's handwritten signature on physical documents.

7.6. While Easy commits to providing reasonable technological means to facilitate continuous access or use of the Services, it reserves the right to occasionally interrupt or restrict access for maintenance operations in its systems or technological resources or when deemed necessary in accordance with its fraud prevention policies or its regulatory obligations, particularly under the request of a competent authority.

7.7. Easy shall not be liable for damages or losses incurred by the Client or third parties due to factors beyond Easy's reasonable control, including but not limited to failures of electronic or telematic systems, unauthorized third-party actions, or computer viruses or failures or disconnections in functioning and access to Internet. Furthermore, Easy shall not be responsible for losses or misappropriations resulting from unauthorized, incorrect, negligent, or fraudulent use of identification or authentication methods.

7.8. The Client irrevocably authorizes Easy to record computer and telematic logs related to access or use of the Services through remote channels, in compliance with applicable laws. The Client acknowledges the admissibility of these records as evidence in any legal or extrajudicial proceedings.

7.9. Easy may use these records to verify the content of the Client's orders or instructions in case of discrepancies and may disclose these records if required by legal or judicial order. In disputes regarding orders or instructions issued by the Client, the Client may request access to or a written transcript of the relevant records.

7.10. When the Services are contracted through a Collaborator's Interface, the Client expressly and irrevocably accepts that Easy may require that access or use of the Services be carried out through the Collaborator's Interface, applying substitute or complementary security measures. of those described in the previous clauses.

8. Financial Conditions of the Services

8.1. The fees, charges, and applicable exchange rates payable by the Client for the Services, and the other economic conditions applicable to the Client, including any guarantees of compliance with their obligations, are detailed in the relevant addendum attached to the Framework Agreement. Both parties agree that the financial conditions specified in the addendum shall apply in all cases, regardless of whether they are individually or explicitly mentioned in other clauses of the Framework Agreement.

8.2. The Client authorizes Easy to deduct applicable fees and charges from any transferred amounts for which the Client is the payee. Additionally, Easy is authorized to debit any fees and charges due for the provision of the System from Easy's payment accounts or any other bank or payment accounts held in the Client's name at third-party institutions. To facilitate this, the Client agrees to execute any required banking mandates or standing order forms as requested by Easy.

8.3. The Client further authorizes Easy to offset any due, liquid, and demandable debts owed to Easy by the Client, at any time and even after termination of the Services. Easy is entitled to use available balances in the payment account to settle any outstanding amounts owed by the Client.

8.4. When the contracting of the Services is carried out through the Interface of a Collaborator, the Client expressly and irrevocably accepts (a) that it may be informed of the economic conditions of the Services by the Collaborator, (b) that the economic conditions applicable to the Services may be those that the Collaborator agreed with the Client, (c) that the billing and collection of any amount associated with the Services may be carried out or managed by the Collaborator and (d) that any other rights of Easy established in this clause 8 may be exercised by the Collaborator.

9. Payment Account and Protection of the Client's Funds

9.1. Provision of the Services may necessitate the opening of one or more payment accounts in the Client's name, depending on the operational method chosen by the Client. Funds received into a payment account do not constitute deposits, electronic money, or other repayable funds and their purpose shall be solely limited to performing payment transactions to execute the Framework Agreement.

9.2. Easy shall promptly inform the Client of the confirmation of each payment account opening or, if relevant, the decision to refuse such opening, as well as instances of these accounts being blocked or terminated as stipulated in the Framework Agreement.

9.3. The ownership of the payment accounts is nominative and non-transferable. Nevertheless, depending on the Client's status and the nature of the Services, either sole proprietorship or the simultaneous existence of multiple account holders (co-holders) may be permissible.

9.4. In the event of multiple account holders, all references to the Client in the Framework Agreement shall be deemed to apply to each of them. Any one of them may access or utilize the payment account or the Services, jointly and severally assuming all rights and obligations resulting from actions undertaken by any one of them, and notifications made to one shall be deemed effective with respect to the others.

9.5. When the contracting of the Services is carried out through a Collaborator's Interface and the operations associated with the Framework Contract or the Services are carried out through the Collaborator's Interface, the Client expressly and irrevocably accepts that the Collaborator has the status of authorized person. The Client also explicitly agrees to be bound by the actions taken by the non-holder authorized person regarding access or utilization of the payment account or Services, as if these actions were taken by the Client themselves.

9.6. Notwithstanding the above, should conflicting instructions be received from co-holders or non-holder authorized persons, Easy reserves the right to choose whether to act upon or disregard such instructions, and shall bear no liability for the results, damages, or losses that may arise from acting upon or disregarding them.

9.7. Without prejudice to the provisions of this clause, the Client may stipulate that certain payment transactions require joint authorization, necessitating the involvement of more than one co-holder or non-holder authorized person for their initiation. The Client expressly acknowledges and agrees that in such instances, Easy may impose restrictions on the means or channels available for transmitting such orders.

9.8. If the payment account records no transactions over a period of one (1) calendar year, Easy reserves the right to close the account, transferring any remaining funds to another account specified by the Client. For the purposes of this clause, deposits and withdrawals of funds made by the Client themselves shall not constitute a transaction.

9.9. Easy shall provide the Client with information regarding payment transactions executed under the Framework Agreement, retaining proof, records, and documentation of transactions conducted, in digital archives for the legally mandated retention periods.

9.10. Funds received by Easy on behalf of each Client shall be always segregated from the funds of any other natural or legal persons. While in Easy's possession and until they are delivered to the beneficiary or transferred to another payment service provider at the close of the subsequent working day following the day on which the funds were received, these funds shall be held in one or more separate accounts at a banking institution. The funds held in separate accounts shall be safeguarded, and in the event of Easy's insolvency proceedings, the Client shall have an unequivocal right of segregation with respect to said accounts, notwithstanding potential claims by other creditors of Easy.

10. Unique Identifier of the Client

10.1. For the accurate execution of a payment order, the Client must provide Easy with its unique identifier, which may be the IBAN (International Bank Account Number), the BIC (Business Identifier Code), or any other combination of letters, numbers, or symbols allocated by Easy to the Client for this purpose.

10.2. Easy shall not be held liable for non-execution or defective execution of a payment transaction if the unique identifier provided by the Client is incorrect. Nevertheless, in such instances, Easy shall make reasonable efforts to retrieve the funds from the payment transaction. If recovery of the funds proves impossible, and upon written request, Easy shall provide the Client with all available information, potentially useful for the Client to initiate legal proceedings to retrieve the funds.

11. Authorisation of Payment Transactions

11.1. Payment transactions are deemed authorized when the Client provides its prior written consent, utilizing the forms, resources, or electronic or telematic channels made available by Easy at any given time, and with proper authentication of the executing party. The Client may only withdraw consent to a payment order until the moment it is considered irrevocable in accordance with the applicable regulations and the consent of the beneficiary has been obtained.

11.2. The moment of receipt of an order to execute a payment order is when Easy receives that order. If the moment of receipt falls on a non-working day for Easy, the payment order is deemed received on the next working day. Similarly, any payment order received by Easy after the hours noted in the addendum to the Framework Agreement is considered to have been received on the following working day.

11.3. If the Parties agree that execution of the payment order should commence on a specific date, at the end of a defined period, or on the day the funds become available to Easy, the moment of receipt of the order is deemed to be the agreed-upon day. If this day is not a working day for the payment service provider, the payment order is considered received on the next working day.

11.4. Following receipt of the payment order, its execution is contingent upon the Client having a sufficient balance in its account to conduct the transaction, upon payment of appropriate commissions or expenses to Easy, and upon the payment order containing complete, accurate, legible information required for processing. For this purpose, the information must be provided in the format and within the timeframe required by Easy, in accordance with the forms provided in advance for such purpose.

11.5. If Easy declines to execute a payment order, it must inform the Client of this decision and, to the extent possible, the reasons for the rejection, as well as the procedure for correcting any potential errors that may have led to the refusal. All orders that have been rejected by Easy are considered not received.

12. Execution Term, Value Date, and Availability of Funds

12.1. Unless there is an agreement between the Parties regarding the execution term for payment orders, as per clause 11.3 above, Easy will ensure that the amount of the payment transaction is credited to the account of the beneficiary's payment service provider, no later than by the end of the next working day following receipt of the payment order for: (a) payment transactions in euros; (b) national payment transactions in the currency of a Member State not in the eurozone; or (c) payment transactions involving only currency conversion between the euro and the currency of a Member State not in the eurozone, and in the case of cross-border payment transactions, when the cross-border transfer is conducted in euros.

12.2. Payment transactions within the European Union not covered by clause 12.1 above may be executed by Easy within four (4) working days from the moment of receipt of the payment order.

12.3. Payment transactions not covered by clauses 12.1 and 12.2 above are not subject to the aforementioned terms, and in each case, they must comply with the terms determined for each specific transaction.

12.4. The value date for crediting the beneficiary's account shall not be later than the working day on which the amount of the payment transaction was credited to the beneficiary's account. Easy shall ensure that the amount of the payment transaction is made available to the beneficiary immediately after that amount has been credited to Easy's account, provided that, regarding Easy: (a) there is no currency conversion, or (b) there is a currency conversion between the euro and the currency of a Member State, or between the currencies of two Member States.

12.5. The debit value date for the payer's payment account shall not be earlier than the time at which the amount of the payment transaction is debited to that account.

13. Unauthorised or Improperly Executed Payment Transactions

13.1. The Client may obtain rectification from Easy of an unauthorized or incorrectly executed payment transaction only if the Client notifies it without undue delay, as soon as it becomes aware of any such operation that is the subject of a claim, and, in all case, within a maximum period of thirteen (13) months from the date of the debit.

13.2. In the event of an unauthorized transaction being executed, Easy shall reimburse the Client, as the payer, the amount of the unauthorized transaction immediately and, in any case, no later than the end of the next working day after Easy becomes aware of the transaction, restoring the debited payment account to the state it would have been in had the unauthorized transaction not occurred.

13.3. The restoration and terms provided in clause 13.2 shall not apply if Easy has reasonable grounds to suspect fraud. In such cases, Easy reserves the right to withhold the reimbursement and to take necessary measures in accordance with applicable regulations, or if Easy can demonstrate that the transaction was authenticated, accurately recorded, and accounted for, and that it was not affected by a technical fault or other deficiency.

14. Liability for execution of payment transactions

14.1. In cases where the payment orders are initiated directly by the Client, acting as the ordering party:

a) Easy is responsible for the correct execution of the payment transaction, unless it can demonstrate to the Client, and where applicable, to the beneficiary's payment service provider, that the payment has been received by the latter provider in accordance with the conditions outlined in clause 9 of the Framework Agreement and pursuant to the legally prescribed terms. In such a scenario, the beneficiary's payment service provider holds the responsibility to ensure correct execution of the payment transaction to the beneficiary.

b) If liability lies with Easy as per the conditions stipulated in paragraph (a), it shall promptly refund the ordering party the relevant amount of the unexecuted or defectively executed payment transaction, and where necessary, restore the balance of the payment account to the state it would have been in had the defective payment transaction not occurred. The value date for crediting the Client's payment account shall not be later than the date the amount was debited.

c) When the beneficiary's payment service provider is found liable, it must immediately make the necessary amount of the payment transaction available to the beneficiary, and as required, credit the relevant amount to the beneficiary's payment account. The value date of the payment into the beneficiary's payment account shall not be later than the date on which the amount would have been due in the event of a properly executed transaction, in accordance with the conditions outlined in clause 9 and applicable legal provisions.

d) In cases of delayed execution of a payment transaction, the beneficiary's payment service provider must ensure that, upon request from the ordering party's payment service provider acting on its behalf, the value date for the payment to the beneficiary's payment account is not later than the date the amount would have been due had the transaction been executed correctly.

e) If a payment transaction is not executed or is executed defectively, and the ordering party initiated the payment order, the ordering party's payment service provider must, upon request, immediately trace the payment transaction and notify the ordering party of the results, at no cost to the ordering party.

14.2. In cases of payment orders initiated by the beneficiary or through the beneficiary:

a) The beneficiary's payment service provider is responsible for correctly transmitting the payment order to the ordering party's payment service provider, in accordance with clause 9 of the Framework Agreement and applicable legal provisions and must immediately return the amount of the payment order to the ordering party's payment service provider.

b) The beneficiary's payment service provider holds responsibility for correctly processing the payment order in accordance with applicable legal provisions and must ensure that the amount of the payment transaction is returned and made available to the beneficiary immediately upon receipt in its own account.

c) The value date corresponding to the crediting of the amount to the beneficiary's payment account, including in cases of delayed transmission of the payment order, shall not be later than the value date that would have been assigned to the amount in the event of correct execution of the transaction.

d) In the event of a payment transaction that is not executed or defectively executed, the beneficiary's payment service provider must, upon request and regardless of the liability determined under this paragraph, immediately trace the payment transaction, and notify the beneficiary of the results, at no cost to the beneficiary.

e) In cases where the payment orders are not executed or are executed defectively, and the liability does not lie with the beneficiary's payment service provider, the ordering party's payment service provider holds responsibility to the ordering party and must return to the ordering party, as applicable and without unjustifiable delay, the amount of the unexecuted or defectively executed payment transaction, and restore the charged payment account to the state it would have been in had the defective payment transaction not occurred. The value date for the payment to the ordering party's payment account shall not be later than the date the amount was debited.

f) The obligations of the ordering party's payment provider outlined in paragraph (e) do not apply if it can demonstrate that the amount of the payment transaction has been received by the beneficiary's payment service provider, even if the payment was delayed. In such cases, the beneficiary's payment service provider must assign a value date for the crediting of the amount to the beneficiary's payment account that is not later than the date on which the amount would have been due had the transaction been executed correctly.

14.3. The liability of Easy, acting as the payment service provider to the payer or the payee as described in the preceding paragraphs, is understood to be without prejudice to any grounds for exemption from liability for the payment service provider that may arise in relation to payment transactions, in accordance with the conditions set forth in applicable laws and regulations and in the Framework Agreement. This includes, but is not limited to, circumstances where: (a) the user of payment services fails to notify of an transaction subject to complaint within the prescribed period; (b) the unique identifier provided by the user of payment services is incorrect; (c) there are exceptional and unforeseeable circumstances beyond the control of the payment service provider, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary; or (d) other legal obligations are imposed on a payment service provider.

15. Limitation of Liability

15.1. Easy shall not be held liable in cases of exceptional, unforeseeable circumstances beyond its control, the consequences of which would have been inevitable despite all reasonable efforts to the contrary, or in cases where other legal obligations are imposed on it.

15.2. Subject to the terms set forth in other clauses of the Framework Agreement, and except where mandatory laws specifically provide otherwise, the Parties agree that Easy's maximum liability for damages arising out of the Framework Agreement shall be limited, in financial terms, to the total amount of commissions and fees actually collected by Easy from Client under this Framework Agreement during the twelve (12) months preceding the incident that caused the damage.

15.3. Under no circumstances shall Easy be liable to the Client for indirect damages or loss of profits, such as loss of earnings, loss of customers, damage to reputation, or equivalent concepts that are not directly attributable to the damage caused.

15.4. When the Services are contracted through a Collaborator's Interface, the Client expressly and irrevocably accepts that Easy will not have any liability towards the Client, neither contractual nor extra-contractual, for any damages of any nature associated or derived from any contractual relationship between the Client and the Collaborator.

15.5. The limitations on Easy's liability established in the previous paragraphs of this clause will not be taken into consideration when there is any mandatory rule that excludes its application to consumers or users.

16. Personal Data Protection

16.1. In compliance with the provisions of Regulation (EU) 2016/679 on the Protection of Personal Data ("GDPR") and other applicable data protection legislation, the signatories and the Parties expressly agree that personal data provided or obtained by virtue of entering into or executing the Framework Agreement will be included in an automated file controlled by Easy, which ensures that the data will be processed with adequate technical and organizational measures to guarantee its protection.

16.2 The legal basis for processing personal data obtained under this Framework Agreement is your consent, as well as Easy's legitimate interest in processing such data for the purpose of providing the agreed Services. The personal data subject to processing under the Framework Agreement will be processed by Easy for the following purposes:

- a) Managing the formalities to subscribe to the requested Services, as well as executing operations and transactions requested by any means;
- b) Performing checks related to combating money laundering and counter-terrorist financing, conducting customer due diligence, compiling statistics to improve Easy's tools, managing requests related to individuals' rights, and managing Easy's technical resources;
- c) Managing the Customer Care Service, managing identification mechanisms and Client password systems, as well as maintaining its commercial relations, for which Easy may send warnings or alerts regarding their activity to their mobile phone, email, or any other contact means available to Easy; or
- d) Conducting risk assessments, as well as data extraction and storage, and the necessary statistical studies for Easy to be able to carry out its business activities."

16.3. The Client and its authorized representatives must provide written notification of all changes to their personal data as soon as they occur, to keep it up to date. Easy shall not be held liable for the consequences that may arise for the Client due to a lack of diligence in updating such data.

16.4. Easy may disclose personal data related to the Client to the Bank of Spain, the Ministry of Finance and Treasury, the Tax Authorities, the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offences, as well as to account auditors, external experts in anti-money laundering matters, and personal data protection auditors, to comply with its legal obligations. Easy may also share its data with any Collaborator or any other payment service providers, entities in the financial sector, as well as the actual payment systems and providers of technological services related to those that transmit the data to carry out each transaction.

16.5. Easy shall maintain and retain the information recorded for the purposes described for the duration of the contractual relationship and for an additional period of ten (10) years from the termination and conclusion of the Framework Agreement or business relations entered into with the Client. After this period, your data will be deleted, ensuring confidentiality in both processing and subsequent deletion."

16.6. The Client and its authorized representatives may exercise their rights of access, rectification, restriction, objection, erasure, data portability, and to not be subject to automated individual decision-making, by submitting a request to Easy at the postal address provided above. Likewise, both the Client and its authorized representatives are hereby informed of their right to lodge a complaint with the Spanish Data Protection Agency (www.aepd.es) in the event that they consider the processing of their data to be unsatisfactory.

17. Confidentiality

17.1. The Parties commit to confidentially process and maintain secrecy and restrictions on all Confidential Information both during and after the term of the Framework Agreement. "Confidential Information" refers to any information or documentation exchanged by the Parties during the preparation, negotiation, or execution of the Framework Agreement, even if it has not been specifically identified as such by the disclosing party.

17.2. Consequently, each party commits to the strict custody and safeguarding of all Confidential Information provided by the other party in connection with the Framework Agreement, as well as not to disclose or provide it, in whole or in part, to any third party without the specific, prior written consent from the other party, except for collaborators, contractors, professionals, and employees of each party who need to access the Confidential Information and have previously signed a confidentiality agreement with the concerned party, containing obligations similar to or equivalent to those established in the Framework Agreement. Furthermore, such consent is not required when an administrative or judicial authority, law, or final court judgment imposes the obligation to facilitate or disclose such information.

18. Term, Termination, and Amendment of the Framework Agreement

18.1. The Framework Agreement shall remain in effect indefinitely. Notwithstanding this, (i) the Client may terminate the Framework Contract at any time, without the need for any prior notice, in which case Easy will proceed to comply with the resolution request within twenty-four (24) hours from receipt of the Client's request or (ii) Easy may terminate the Framework Agreement at any time, provided they give two (2) months advance notice prior to the anticipated termination date. However, the above will not apply if the Client has contracted with Easy another financial product or service for the management of which it is necessary to maintain an open payment account with Easy or in those other cases that are legally determined.

18.2. Prior to termination of the Agreement, Easy shall complete all pending payment transactions, providing the Client with the balance that, as applicable, is established in its favour in the payment account, and the Client must deliver to Easy, for its disability, all payment instruments associated with the payment account.

18.3. The Client will pay Easy the agreed commissions or termination fees if the Framework Agreement has been in force for less than six (6) months.

18.4. Easy may propose amendments to the contractual conditions, by giving at least two (2) months' notice before the proposed amendments are to take effect. The Client may accept or reject the amendments to the Framework Agreement prior to their effective date, using the same means by which they were notified of the amendments. However, any amendments that are unequivocally more favorable to the Client may be applied immediately.

18.5. The Client will be deemed to have accepted the amendments if it does not notify Easy of its non-acceptance before the proposed effective date of the amendments. In such case, the Client will have the right to terminate the Framework Agreement without any cost and with effect from any time prior to the date on which the modification would have been applied, without prejudice to the provisions of paragraph 18.3 above.

18.6. Changes in interest or exchange rates may be applied immediately and without prior notice when they are based on the agreed reference interest or exchange rates. The Client will be informed of such modifications as soon as possible. However, changes in interest or exchange rates that are more favourable for the Client may be applied without prior notice.

18.7. Without prejudice to the cases of early termination mentioned above, the Client may exercise their right of withdrawal within a period of fourteen (14) calendar days from the moment of the conclusion of the Framework Contract, without the need to indicate any reason and without applicable any penalty, for which purpose you must send an email to Easy to the following address: accountmanagement@easy-ep.com. The Client will be obliged to pay only for those Services provided up to the moment of withdrawal.

19. Applicable Law, Jurisdictional Competence, and Claim Proceedings

19.1. The Framework Agreement shall be governed by Spanish common law.

19.2. The Parties, expressly waiving any other jurisdiction to which they might otherwise be entitled, agree to submit any disputes arising out of or in connection with the Framework Agreement to the exclusive jurisdiction of the Courts and Tribunals of the city of Madrid, although the Client may alternatively opt for the competent courts and tribunals of their

place of residence in Spain when required by any mandatory rule applicable in the case of contracts with consumers or users.

19.3. In addition to what is established in this Framework Contract, the European Commission provides consumers and users in the European Union with the online dispute resolution platform to resolve disputes amicably (article 14 section 1 Regulation (EU) 524 /2013). Consumers can file a complaint through the following page: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=ES>.

Notwithstanding the foregoing, Easy is not obliged to participate in consumer dispute resolution procedures before a consumer dispute resolution body.

19.4. Easy maintains a customer care service to address and resolve any complaints and claims made by the Client in relation to the Framework Agreement or the Services. The terms governing this service are established in its operating regulations, which are available on Easy's website. The Client must contact this service by email addressed to the following address: accountmanagement@easy-ep.com, before filing any complaint with the Bank of Spain.

<p>Easy Payment and Finance, E.P., S.A.</p> <p>_____</p> <p>Date:</p>	<p>Client</p> <p>_____</p> <p>Date:</p>
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Easy Payments Card Terms Consumers

Consumer Terms and Conditions for Consumer Visa Debit Cards issued by Easy Payment and Finance, E.P., S.A., ("Easy").

These terms and conditions apply to your consumer debit card. You accept these terms and conditions by activating your debit card.

These Terms shall be carefully read before activating your Debit Card.

In these terms and conditions "you" means :

a) the Consumer.

These terms shall apply to You as referred in the clauses below.

"We", "us" or "our" means Easy.

1. These Terms

1.1. What these Terms cover. These are the terms and conditions which govern the use of the Card, which you have been issued with or will be issued with.

1.2. Why you should read them. Please read these Terms carefully before you use your Card, as they apply to the services provided by us. These Terms tell you who we are, who we work with, how you can use your Card and the steps you need to take to protect yourself from unauthorised use of the Card and how you and we may change or end the contract, what to do if there is a problem and other important information. If there are any terms that you do not understand or do not wish to agree to, or you think that there is a mistake in these Terms, please contact us to discuss.

1.3. Interpreting these Terms. In order to easily understand these Terms, please first refer to clause 3 which, amongst other things, sets out the meaning of capitalised terms used in these Terms.

1.4. How can you agree to these Terms? You can agree to these Terms by clicking the button online confirming that you agree to the same or by otherwise confirming your agreement to the same or availing of the Card.

1.5. When will you become a client of ours? You will be bound by these Terms once you have agreed to it as set out above and these Terms shall remain in force until terminated in accordance with its conditions.

2. Information about us and how to contact us

2.1. Who we are. Easy Payment and Finance, E.P., S.A., ("Easy") domiciled at Calle Leganitos 47, Planta 9ª, 28008 Madrid (Spain), with Tax Identification Number A85785905, registered in the Business Registry of Madrid, Sheet M-488476, Volume 27111. Easy is a payment institution regulated and supervised by the Bank of Spain (C/ Alcalá 48, 28014 Madrid, Spain), listed in its Special Register of Payment Institutions under number 6849.

2.2. Who we work with when providing you with services relating to the Card. Although we are the sole issuer of the Card, we work with Orenda Financial Services Limited as our Card Distributor.

2.3. The Card Distributor, after the Partner, will be your first point of contact in relation to these Terms, for example if you:

2.3.1. wish to cancel the Card or complain about the service you have been provided with pursuant to these Terms;

2.3.2. let us know that the Card has been or potentially has been lost, stolen or misappropriated; and

2.3.3. report unauthorized Transactions relating to your Card.

2.4. The services provided by the Card Distributor and the Partner are governed by a separate set of terms and conditions.

2.5. We also provide you with the E-money Account where the funds, which can be spent using the Card, are held. Our company details are set out in section 2.1. The services provided by Easy for the Account are governed by a separate set of terms and conditions between you and us. The E-money Account is associated with your Card. After having received funds from you, we issue E-Money at par value. Please note that E-money held in the Account shall not be interpreted as a deposit or other repayable funds and will not earn any interest to you.

2.6. We ensure that once we have received the funds they are deposited in a secure account, specifically for the purpose of redeeming Transactions made by the Card. In the event that we become insolvent, funds against which we have already issued E-Money are protected against the claims made by creditors.

2.7. At your request, part or all of the E-Money held on the Card will be redeemed at their par value at any time, except if otherwise established under these Terms or legal acts. You can choose the amount of redeemed E-Money. Where redemption of E-Money is requested by you on or up to one year after the date of the termination of these Terms, the total monetary value of the E-money held by you will be redeemed.

2.8. How to contact us.

You can contact us, via the Card Distributor, by email : info@easy-ep.com

2.9. How we may contact you. If we have to contact you we will do so by email address or postal address you provided to us or the Card Distributor. Any changes to your telephone number, email address or postal address or other personal data we hold about you must be notified by you immediately and in writing in accordance with section 2.8.

3. Interpretation

3.1. The definitions set out in this clause apply in these Terms as follows:

- **“Account”** means E-Money account associated with the Card.
- **“AISP”** means account information service provider.
- **“ATM”** means automatic teller machine.
- **“Business Day”** means a day when the clearing banks in Vilnius are open for business, excluding Saturdays, Sundays and public holidays in Spain.
- **“Card”** means the personal, non-transferable card scheme branded debit card which you have been issued with or will be issued with by us.
- **“Card Partner”** means Job and Talent, a third-party company with its own customer base and with which Easy has entered into a partnership agreement for the provision of the Services detailed in these Terms. The Partner hereby acts solely as a business contributor and is responsible for first level customer service, but does not provide Payment Services under any circumstances.
- **“Card Partner’s App”** means the Card Partner’s mobile application, relating to the Account and the Card.
- **“Card Partner’s Website”** means jobandtalent.es
- **“Card Distributor’s Website”** means <https://easy-ep.com/>, being the website belonging to the Card Distributor;
- **“Card Distributor”** means Easy;
- **“Consumer”** means an individual who, in accepting these Terms, is acting for a purpose other than a trade, business or profession.

- **“Durable Medium”** means an instrument which enables you to store information addressed personally to you in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.
- **“E-Money”** means electronic money, i.e. electronically stored monetary value as represented by a claim against us.
- **“E-statement”** means information provided in Durable Medium on the available balance in your Account and the details of any Transactions you have entered into.
- **“Electronic Money Institution”** means licensed electronic money institution, authorized to issue E-Money and provide payment services (as defined in the Law on Electronic Money and Electronic Money Institutions of Spain and the Law on Payment Institutions of Spain).
- **“Expiry Date”** means the expiry date printed on the Card.
- **“PAN”** means primary account number, i.e., the Card number on the Card.
- **“Provider”** means any of our banking providers and any other business partners.
- **“PIN”** means secret personal identification number associated with a Card which can be used as one method of authorising Transactions.
- **“PISP”** means payment initiation service provider.
- **“Physical Card”** means a **“physical”** Card, which will have the details of the PAN, the Expiry Date of the Card and the CVV code printed on it.
- **“Table”** means Fee Table set out in Annex A attached to these Terms.
- **“Terms”** means these terms and conditions which govern the use of the Card which you have been issued with or will be issued with.
- **“Transactions”** means transactions referred to in clause 6.1 of these Terms.
- **“Virtual Card”** means “virtual” Card, in which case you will not receive a Physical Card but will receive details of the PAN, the Expiry Date and the CVV2 code.
- **“Website”** means our website from time to time, currently <https://easy-ep.com/> .

3.2. Sub-clause, clause and paragraph headings shall not affect the interpretation of these Terms and references to sub-clauses, clauses and paragraphs are to the sub-clauses, clauses and paragraphs of these Terms.

3.3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3.4. Unless the context otherwise requires, words in the singular shall include the plural, and in the plural shall include the singular.

3.5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

4. Commencement and expiry of these Terms

4.1. You shall be deemed to accept these Terms as set out above. The Card shall remain our property and will be delivered by us, or on our behalf, by the Card Distributor.

4.2. The Terms, excluding Section 8.3, will terminate on the Expiry Date unless the Card is auto-renewed, in which case you will be issued with a new Card before the existing one expires. In this instance these Terms will remain valid until the existing Card expires or is otherwise as set out in these Terms.

5. Issuance and activation of the Card

5.1. You may be issued with:

5.1.1. a Physical Card; or

5.1.2. a Virtual Card.

5.2. In order to start using the Card, you may be required to activate it in accordance with instructions given to you by the Partner. You must keep your Physical Card and the details of the Virtual Card (as applicable) in a safe place and protect it against unauthorised access or use by third parties.

5.3. If you are issued with a Physical Card:

5.3.1. you must sign the Physical Card as soon as you receive it;

5.3.2. you may also receive a PIN separately by post or you may be able to retrieve it electronically via the Card Partner's Website or the Card Partner's App.

5.4. You should memorize your PIN when you receive it. If you need to keep the written version of the PIN or separately write the PIN down for future reference, you must never keep it with the Card. You must never disclose your PIN to any other person, not even us. If you have not protected your PIN and your Card is used without your knowledge using the correct PIN, this may be classed as negligence for the purposes of Section 9.

5.5. You can manage the Card on your secure area of the Card Partner's Website and on the Card Partner's App.

5.6. The Card shall remain valid until the Expiry Date. If you require a replacement Card, please contact the Partner. Please note that an additional fee may be charged for a replacement Card - please see the fees section 12 for more information.

5.7. The Card is an E-money product and as such it is not covered by the Deposit Insurance Scheme of Spain or a comparable guarantee scheme in any other country. You may only use the Card for lawful Transactions.

6. Transactions

6.1. Should the relevant card scheme and/or programme allow, you may use your Card to enter into the following Transactions:

6.1.1. purchasing goods and/or services from merchants affiliated with the card scheme on your Card;

6.1.2. withdrawing cash from authorised banks worldwide;

6.1.3. receiving cash back from merchants (merchant dependent);

6.1.4. making cash withdrawals from ATMs.

6.2. You can authorise a Transaction by:

6.2.1. allowing a merchant to swipe the magnetic strip of the Card and the corresponding sales slip being signed; or

6.2.2. inserting the Card into a chip & PIN device and the correct PIN being entered;

6.2.3. providing relevant information to the merchant that allows the merchant to process the Transaction, for example, providing the merchant with the PAN, the Expiry Date and the CVV2 in the case of an internet or other non-face-to-face Transaction;

6.2.4. relevant information being provided to the payment initiation service provider that allows the payment initiation service provider to process the Transaction;

6.2.5. the Card is tapped against a "contactless" enabled reader and accepted by such reader.

6.3. If any of the methods of authorisation set out in section 6.2 are used, we shall be entitled to assume that you have authorised a Transaction unless we were informed that the relevant details of the Card have been lost, stolen or misappropriated prior the Transaction taking place.

6.4. You acknowledge the correctness of the amount of each Transaction which you authorise.

6.5. Once you have authorised a Transaction, the Transaction cannot be stopped or revoked. You may in certain circumstances be entitled to a refund in accordance with these Terms.

6.6. On receipt of notification of your authorisation of a Transaction and the Transaction payment order from the merchant and/or authorised bank, normally we will deduct the value of the Transaction, plus any applicable fees and charges, from the available funds in the Account. We will execute the Transaction by crediting the account of the merchant's or ATM operator's or bank's (as applicable) payment service provider by the end of the next Business Day following the notification. If the notification is received on a non-Business Day or after 4:30 pm on a Business Day, it will be deemed received on the next Business Day.

6.7. We are not liable if, for any reason, the affiliated merchants or authorised banks do not accept the Card, or accept it only partly, nor are we liable in the case of late delivery of, or failure to deliver, goods or services. In the event of disputes or complaints of any kind concerning goods or services, or the exercise of any right in this connection, you should contact the affiliated merchant and/or authorised bank and/or ATM operator.

6.8. It is your responsibility to ensure that there are available funds in your Account to cover any spend, allowing for any foreign exchange fees and other applicable fees under these Terms. Should the Account at any time and for any reason have a negative balance, you shall repay the excess amount immediately and in full.

6.9. For Card usage conducted in other currencies (other than the currency of the Card), you shall accept the exchange rate used by Visa, which can be found on Visa's website. Any changes in exchange rates may be applied immediately and without notice. The exchange rate, where applicable to a Transaction, will be shown in the E-statement. Different exchange rates may apply when reserving or debiting funds. Please be careful when opting to use a merchant's, bank's or ATM operator's exchange rates as they are often less competitive than the card scheme's exchange rate.

6.10. The maximum amount you may withdraw in cash shall be subject to a daily limit, irrespective of the available funds in the Account. We may charge a fee for withdrawal of cash. Some ATMs may charge an additional fee, which is not included in the Table, however, will apply on top of the fees set out in the Table. ATM withdrawals may also be subject to foreign exchange rates, maximum withdrawal limits, rules and regulations of the relevant ATM operator or bank. It is your responsibility to check whether any such additional fees apply, as they cannot be refunded once the cash has been withdrawn.

6.11. We and the Card Distributor have the right to review and change the spending limits on the Card at any time. You will be notified of any such changes via the Card Partner's Website and/or the Partner's App.

7. Non-execution of a Transaction

7.1. In certain circumstances we may refuse to execute a Transaction that you have authorised.

These circumstances include:

7.1.1. if we have reasonable concerns about the security of the Card or suspect the Card is being used in a fraudulent or unauthorised manner;

7.1.2. if there are insufficient funds available to cover the Transaction and all associated fees at the time that we receive notification of the Transaction or if there is an outstanding shortfall on the balance of the Account;

7.1.3. if we have reasonable grounds to believe you are acting in breach of these Terms; Latest

7.1.4. if there are errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing Transactions, or

7.1.5. if we are required to do so by law.

7.2. Unless it would be unlawful for us to do so, where we refuse to complete a Transaction, we will notify you as soon as reasonably practicable that it has been refused and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal. Where the refusal is reasonably justified, we may charge you a fee when we notify you that your payment request has been refused.

7.3. You may also claim a refund for a Transaction that you authorised provided that your authorisation did not specify the exact amount when you consented to the Transaction, and the amount of the Transaction exceeded the amount that you could reasonably have expected it to be taking into account your previous spending pattern on the Card, these Terms and the relevant circumstances.

7.4. Such a refund must be requested from us within 8 weeks of the amount being deducted from the Card. We may require you to provide us with evidence to substantiate your claim. Any refund or justification for refusing a refund will be provided within 10 Business Days of receiving your refund request or, where applicable, within 10 Business Days of receiving any further evidence requested by us. Any refund shall be equal to the amount of the Transaction. Any such refund will not be subject to any fee.

8. Access to information on Transactions and available funds in the Account

8.1. The Card Distributor has set up a secure area on the Card Partner's Website and on the Card Partner's App where you can view the available balance in your Account and view the details of any Transactions you have entered into. You can gain access to this by following the instructions on the Card Partner's Website or the Card Partner's App. You must keep the credentials to obtain access to the secure areas safe and not disclose them to anyone.

8.2. We can, upon request, send you monthly E-statement by email setting out:

8.2.1. a reference enabling you to identify each Transaction, the payer/payee, as well as other details transferred together with the Transaction;

8.2.2. the amount of each Transaction;

8.2.3. the currency in which the Card is debited/credited;

8.2.4. the amount of any Transaction charges including their break down, where applicable;

8.2.5. the exchange rate used in the Transaction by us and the amount of the Transaction after the currency conversion, where applicable; and

8.2.6. the Transaction debit/credit value date.

If you would like us to provide you with the E-statement more often than monthly or not by email (or if agreed differently under this section 8, more often than agreed or in a different manner than agreed) then we may charge you a reasonable administration fee to cover our costs of providing the information more often or in a different manner.

8.3. If for any reason you have some available funds left in your Account following the termination of these Terms, you may redeem them by contacting us using the contact details set out in clause 2.8.

9. Loss of the Card / Transaction refunds

9.1. As soon as you become aware of any loss, theft, misappropriation or unauthorised use of the Card, PIN or other security details, you must immediately notify us using the contact details set out in section 2.8.

9.2. In the event of theft, you should consider reporting the theft to the police.

9.3. If we believe you did not authorise a particular Transaction or that a Transaction was incorrectly carried out, in order to get a refund you must contact us as soon as you notice the problem using the contact details set out in section 2.8 and in any case no later than 13 months after the amount of the Transaction has been deducted from your Account.

9.4. We will refund any unauthorised Transaction and any associated Transaction fees and charges payable under these Terms subject to the rest of this section 9.

9.5. This refund shall be made as soon as practicable and in any event no later than the end of the Business Day following the day on which we become aware of the unauthorised Transaction, unless we have reasonable grounds to suspect fraudulent behavior and notify the appropriate authorities. If we become aware of the unauthorised Transaction on a non-Business Day or after 4:30 pm on a Business Day, we will be deemed to have only become aware of the unauthorised Transaction at the beginning of the next Business Day.

9.6. If we are liable for an incorrectly executed Transaction, we will immediately refund you the amount of the incorrectly executed Transaction together with any associated Transaction fees and charges payable under these Terms. Depending on the circumstances, we may require you to complete a dispute declaration form relating to the incorrectly executed Transaction. We may conduct an investigation either before or after any refund has been determined or made. We will let you know as soon as possible the outcome of any such investigation.

9.7. If a Transaction initiated by a merchant (for example, this happens when you use the Card in a shop) has been incorrectly executed and we receive proof from the merchant's payment service provider that we are liable for the incorrectly executed Transaction, we will refund as appropriate and immediately the Transaction and any associated Transaction fees and charges payable under these Terms, as well as interest accruing to you as a result of non-execution or improper execution of Transaction, if any.

9.8. We are not liable for any incorrectly executed Transactions if we can show that the payment was actually received by the merchant's payment service provider, in which case they will be liable.

9.9. If you receive a late payment from another payment service provider (e.g. a refund from a retailer's bank) via us, we will credit the Account with the relevant amount of any associated fees and charges so that you will not be at a loss.

9.10. We will limit your liability to EUR 50 for any losses incurred in respect of unauthorised Transactions subject to the following:

9.10.1. you will be liable for all losses incurred in respect of an unauthorised Transaction if you have acted fraudulently, or have intentionally or with gross negligence failed to:

(a) look after and use the Card in accordance with these Terms; or

(b) notify us of the problem in accordance with this section 9;

9.10.2. except where you have acted fraudulently, you will not be liable for any losses:

(a) incurred in respect of an unauthorised Transaction which arises after your notification to us of the loss, theft or misappropriation of the Card;

(b) arising where you have used the Card in a distance contract, for example, for an online purchase;

(c) arising where the loss, theft or misappropriation of the Card was not detectable by you before the unauthorised Transaction took place;

(d) where we have failed to provide you with the appropriate means of notification;

(e) arising where we are required by law to apply Strong Customer Authentication (as defined in section 9.11) but fail to do so;

(f) the losses were caused by an act or omission of any employee, agent or branch of ours or any entity which carries out activities on our behalf.

9.11. “Strong Customer Authentication” means authentication based on the use of two or more elements that are independent, in that the breach of one element does not compromise the reliability of any other element, and designed in such a way as to protect the confidentiality of the authentication data, with the elements falling into two or more of the following categories:

(a) something known only by you (“knowledge”),

(b) something held only by you (“possession”);

(c) something inherent to you (“inherence”).

Strong Customer Authentication is used to make Transactions more secure.

9.12. We are required to provide Strong Customer Authentication when:

9.12.1. you view the available balance on your Account either through the Card Partner’s Website or the Card Partner’s App and/or through an AISP;

9.12.2. when you initiate an electronic Transaction, directly or when you initiate a remote electronic Transaction through a PISP; or

9.12.3. when you carry out any action through a remote channel which may imply a risk of payment fraud or other abuses.

9.13. If our investigations show that any disputed Transaction was authorised by you or you may have acted fraudulently or with gross negligence, we may reverse any refund made and you will be liable for all losses we suffer in connection with the Transaction including but not limited to the cost of any investigation carried out by us in relation to the Transaction. We will give you reasonable notice of any reverse refund.

10. Blocking of the Card

We may block the Card, in which case you will not be able to execute any further Transactions, if we have reasonable concerns about the security of the Card or suspect the Card is being used in a fraudulent or unauthorised manner. We will notify you of any such blocking in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will unblock the Card and, where appropriate, issue a new Card, PIN and other security features free of charge as soon as practicable once the reasons for the suspension cease to exist.

11. Data Protection

11.1. You agree that we can use your personal data in accordance with these Terms and our privacy policy, which is set out on <https://easy-ep.com/en/politica-de-privacidad/>. This privacy policy includes details of the personal information that we collect, how it will be used, and who we pass it to. You can tell us if you do not want to receive any marketing materials from us. For the avoidance of doubt, we will share your personal data with the Card Distributor.

11.2. To comply with applicable know-your-client-rules and anti-money laundering regulations (such as the Law on the Prevention of Money Laundering and Terrorist Financing of Spain , we and/or the Card Distributor and/or each Provider shall be entitled to carry out all necessary verifications of your identity. The above mentioned Provider and the Card Distributor may use a recognised agency for this verification purposes (details of the agency used will be provided to you on request). Such verifications will not affect your credit score but may leave a ‘soft footprint’ on your credit history.

12. Fees and spending limits

12.1. You are liable for paying all fees arising from your use of the Card and subject to all spending limits placed on the Card by us.

12.2. The fees and spending limits on the Card are set out:

12.2.1. in the Table set out in Annex A attached hereto;

12.2.2. on the secure area of the Card Partner’s Website; and/or

12.2.3. on the Card Partner’s App.

13. Complaints

13.1. If you would like to make a complaint relating to these Terms, please contact us using the contact details of the Card Distributor in section 2 so we can resolve the issue. If the Card Distributor does not deal with your complaint adequately, please contact us via email to info@easy-ep.com. We have internal procedures for handling complaints fairly and promptly in accordance with the National Bank of Spain requirements. We will promptly send you a complaint acknowledgement and a copy of our complaints procedure.

13.2. Please note that you may request a copy of our complaints procedure at any time. Details of our complaints procedure can also be found on our Website. You agree to cooperate with us and provide the necessary information for us to investigate and resolve the complaint as quickly as possible.

13.3. We will respond to your complaint in writing or using another Durable Medium within 15 (fifteen) Business Days after the receipt of complaint. In exceptional cases, due to reasons which are beyond our control, we may send you a preliminary response by indicating reasons for delay and the term by which you will receive our final response. In any case the term for provision of final response will not exceed 35 (thirty-five) Business Days after the receipt of complaint. Handling of complaints is free of charge. The claims shall be submitted, handled and responded to in English, unless use of another language is agreed between you and us.

13.4. The European Commission’s online dispute resolution (“ODR”) platform can be found at <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show>. The ODR platform can be used to resolve disputes between us and consumers.

14. Third Party Payment Service Providers

14.1. This section 14 applies when you use the services of an AISP or a PISP.

14.2. We may deny an AISP or PISP access to the Account for reasonably justified and duly evidenced reasons relating to unauthorised or fraudulent access to the Account by that AISP or PISP, including the unauthorised or fraudulent initiation of a Transaction. If we do deny access in this way, we will notify you of the denial and the reason for the denial in advance if possible, or immediately after the denial of access, unless to do so would compromise reasonably justified security reasons or would be unlawful. We will allow AISP or PISP access to the Account once the reasons for denying access no longer apply.

15. Cooling off period

15.1. If you purchased the Card online or by some other remote means, for example via telephone, you are entitled to a 14-day “cooling off” period from the date you received your original Card during which you may cancel the Card. Should you wish to cancel the Card and these Terms during the “cooling off” period, please return the Card to [insert where/how to return the Card] unsigned and unused within 14 days of issue and a full refund of any fees paid to date will be made to you. If you have used the Card, you will not be entitled to a refund of any funds that have been spent, including any associated fees, but we will refund any unspent available funds free of charge.

16. Other important terms

16.1. The Terms and all communications will be in the official language (English) or, by agreement between you and us, in another language agreed. We shall communicate in the official language in English, or by agreement, in another language agreed between you and us. You may request a copy of these Terms free of charge at any time during the contractual relationship. If we need to contact you in the event of suspected or actual fraud or security threats, we will first send you an SMS or email prompting you to contact our customer services team using the contact information we have been supplied with.

16.2. We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.3. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

16.4. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.5. Changes to these Terms / Termination. We reserve the right to amend these Terms for any reason by giving you two-months’ notice by e-mail. You will be deemed to have accepted the changes if you raise no objection prior to the expiry of the period set out in the notice. If you do not wish to accept the changes, you may terminate these Terms immediately and without charge by providing us with notice at any time prior to the expiry of the notice period. At all other times you may terminate these Terms at any time by giving us one month’s’ notice in accordance with section 2.8 and we may terminate these Terms by giving you two months’ notice in accordance with section 2.9.

16.6. If a court finds part of this contract illegal, the rest will continue in force. Each of the sections and sub-sections of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.7. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you do not pay us on time and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

16.8. Which laws apply to this contract and where you may bring legal proceedings. These Terms are governed by Spanish law and you can bring legal proceedings in respect of these Terms in the Spanish Courts