



MIGRI
FINNISH IMMIGRATION SERVICE PAYMENT CARD
CARD TERMS AND CONDITIONS

This agreement (“**Terms**”) set out the terms and conditions relating to the use of the Card issued by Enfuce License Services Ltd and constitutes a binding agreement between You and Us. This service has been issued to you based on you being a customer of Finnish Immigration Service (Migri). To be entitled to services offered by Migri to its customers, you must comply with any terms and guidance of Migri in addition to these terms.

"**You**" and "**Your**" means the Cardholder, as defined below.

The Card is issued by Enfuce License Services Ltd (“**Enfuce**”, "**We**", "**Our**" or "**Us**"), a company incorporated in Finland with registered address Metsänneidonkuja 12, 02130 Espoo, Finland and company registration number 2992502-3. Enfuce is authorised and supervised by the Finnish Financial Supervisory Authority as an electronic money institution, and is authorised to issue card payment instruments connected to the Card Scheme (as defined below) network.

The Card is provided to You on request from Migri which is referred to in these Terms as the “**Government Authority**”.

Where multiple linked supplementary Cards drawing on the same Available Balance are issued, each cardholder is required to comply with these Terms.

These Terms apply to the following Card program (“**Card Program**”):

Card Program Description

Type of Card:	Consumer Physical Card
Type of funding:	Prepaid Card: funds will be pre-loaded by the Government Authority. The Card is not a credit card and all use is limited to the amount pre-loaded on the Card and any other limits referred to in these Terms. The Card will not allow You to go into overdraft. The card is re-loadable, with the load limit of 10 000 €. Card can be reloaded by the Government Authority . The Card is an electronic-money product. Please note that You will not have recourse to the Finnish Deposit Guarantee Scheme in respect of any funds loaded onto the Card.
Card Scheme:	Visa
Denominated Currency:	Euro
Issuer:	Enfuce License Services Ltd, a company incorporated in Finland with registered address Metsänneidonkuja 12, 02130 Espoo, Finland and company registration number 2992502-3, and authorised by the Finnish Financial Supervisory Authority as an electronic money and payment institution.

	<p>Contact details:</p> <p>Card blocking service: 09 6150 0115 (24/7 service)</p> <p>Customer service for cardholders: 09 61500116 (on weekdays at 9.00 – 17.00)</p>
Government Authority:	<p>Finnish Immigration Service (Migri)</p> <p>Contact Details:</p> <p>PL 10, 00086 Maahanmuuttovirasto</p> <p>migri@migri.fi</p>
User Interface:	<p>Website: https://myportal.enfuze.com/</p> <p>The User Interface enables viewing Transactions, viewing the Available Balance, blocking and unblocking the temporary blockage of the Card.</p>
Unused Card limit:	<p>The Card may be terminated if it remains unused for a period of three (3) consecutive months.</p>
Transaction limits:	<p>As set out in the Schedule.</p>
Card use:	<p>Use limited to:</p> <p>Mobile/e-commerce: No</p> <p>ATM withdrawals: Yes</p> <p>Contactless Transactions: Yes</p> <p>Cashback: Yes</p> <p>Territory: Finland only</p> <p>Account Transfers: as set out in the Schedule</p> <p>Restrictions on use: as set out in the Schedule</p>

By accepting the Card from the Government Authority, You confirm that your use of the Card will be governed by these Terms, at which point a legally binding agreement will be created between You and Us, on the terms and conditions of these Terms. The application for and the use of the Card is subject to the Terms set out below. Please note that the Government Authority is not a party to this agreement.

Please read to these Terms carefully and retain a copy for future reference. These Terms include:

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1 Definitions and Interpretation

1.1 Defined terms shall have the meanings defined below, unless defined elsewhere in these Terms:

“**Account Transfer**” means any transfer of funds between the Card account and a third party account (whether maintained by Us or a third party institution), without the use of the Card.

“**Applicable Law**” means all applicable laws, including statutes, statutory instruments, regulations, court decisions and judgements, any requirements, guidance or code of practice stipulated by an applicable Regulatory Authority, and including any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under these Terms.

“**ATMs**” means automatic teller machines where You may withdraw cash, if this functionality is enabled for Your Card (as specified in the Card Program Description above).

“**Available Balance**” means the amount of pre-loaded funds available to be used by You on the Card, subject to any transaction limits, as specified in these Terms.

“**Business Day**” means Monday to Friday, 9am to 5pm EET/EEST, excluding bank, national and public holidays in Finland.

“**Card**” means the physical prepaid Card you received from the Government Authority and which is subject to these Terms. References to the Card include all Security Details.

“**Card Scheme**” means the payment network to which the Cards are connected, as specified in the Card Program Description.

“**Card Services**” means any payment services provided by Us or Our third-party service providers in connection with the Card.

“**Cardholder**” means You, the person who to whom the Card is issued.

“**Customer Services**” means the support provided by Us in respect of the Card and the Card Program, details of which are set out in the Schedule to these Terms.

“**Denominated Currency**” means the currency specified in the Card Program Description.

“**User Interface**” means the website where You may view the Available Balance and perform certain operations in relation to Your Card, as specified in the Card Program Description.

“**Personal Data**” means Your personal identity details including (but not limited to) Your: customer number, name, date of birth, home address, email address and telephone number and may include Security Details. Details of the Personal Data which We process are described in Our Privacy Notice.



“**PIN**” or “**PIN Code**” means the personal identification number used to authorise Transactions made using the Card, as provided to You by Us.

“**POS**” means a point of sale terminals.

“**Regulatory Authority**” means as the context requires, any Card Scheme and/or any regulator or agency having jurisdiction over Us or the Government Authority related to the issuance, marketing, sale, authorisation or usage of the Cards or services provided under these Terms, including without limitation the Finnish Financial Supervisory Authority.

“**Security Details**” means certain information relating to the Card and the Card use for example card PIN, Card number or password associated with your account on the User Interface.

“**Transaction**” means Your use of the Card to (i) make a payment, or a purchase of goods or services from a merchant or (ii) withdraw cash from an ATM or bank, where permitted. If Your Card Program allows for such functionality, Transaction also includes Account Transfers.

2 Eligibility and other checks

- 2.1 You may be subject to certain eligibility and other checks carried out by the Government Authority on Our behalf, for example to verify Your identity. You agree to provide all information and documentation requested by the Government Authority, as necessary to carry out any such checks.
- 2.2 All information provided by You must be accurate and truthful to the best of Your knowledge. You must promptly notify Customer Services if any of the information provided by You changes, or, if such functionality is available, update Your information in the User Interface. You must notify all changes to Your Personal Data, sanctions that may affect You, or if Your use of the Card could become illegal for any other reason.
- 2.3 We (and the Government Authority on Our behalf) reserve the right to carry out additional checks after Your application for a Card has been approved, for example before We process any Transaction.
- 2.4 If You fail to provide the information or documentation requested by the Government Authority, We may be unable to process Your Card application and/or any Transaction, or even suspend Your Card and ultimately terminate this agreement with You.

3 Purpose of the Card

- 3.1 The Card is a payment instrument featuring immediate authorisation of Transactions and debit of Available Balance (i.e. a reduction of the Available Balance as a result of a successful Transaction).
- 3.2 The Card can be used in the manner specified in the Card Program Description, provided there is sufficient Available Balance on the Card for the Transaction, including any applicable fees.
- 3.3 The Card remains at all times Our property and must be returned to Us or destroyed upon Our request. The use of the Card is personal to You. You cannot assign Your rights under these Terms, and You are strictly prohibited from allowing any third party to use the Card. The authorisation for You to use the Card may be revoked at any time, in accordance with clause 12 below.
- 3.4 There is no interest payable to You on the Available Balance of the Card and no funds loaded onto the Card amount to a deposit with Us.

4 Use and blocking of the Card



4.1 Use of the Card

- 4.1.1 The Card expires on the date on the back of the Card. The Card cannot be used after it has expired.
- 4.1.2 The amount relating to each Transaction and any associated fees will be deducted from the Available Balance.
- 4.1.3 You agree to accept a credit to the Card (i.e. an increase in the Available Balance) if You are entitled to a refund for any reason.
- 4.1.4 We are not responsible for ensuring that ATM's and POS will accept Your Card.
- 4.1.5 Some POS terminals are not connected in real time to the Card Scheme approval network and may not be able to accept Your Card. We accept no responsibility, and shall not be liable for any inability to use Your Card in such POS terminals.
- 4.1.6 The Card will be pre-loaded with funds made available on the Card by the Government Agency. If your Card is of a type that can be re-loaded (i.e. topped up), the methods for topping up the Card will be set out on the User Interface or in the Card use guidance provided to you with the Card.
- 4.1.7 All pre-loaded funds will be kept by Us in accordance with the Act on Payment Institutions (Maksulaitoslaki 297/2010), which ensure that any funds held by electronic money institutions, such as Enfuze, are held safely.
- 4.1.8 The Card can only be used if it has sufficient Available Balance to complete a Transaction (including fees). You should check that there is sufficient Available Balance on the Card prior to attempting to make any Transaction to avoid disappointment or embarrassment if the Card is declined.
- 4.1.9 If the Available Balance is insufficient to pay for a Transaction (including any applicable fees) the Transaction may be declined.
- 4.1.10 If (in exceptional circumstances or in error) We process any Transaction despite insufficient Available Balance, We will deduct such amounts from any subsequent top-ups or other payments increasing the Available Balance or, if there is no sufficient Available Balance, we may ask You to repay such amounts.
- 4.1.11 Payments made on some machines generate a pre-authorisation to reserve an amount that may be greater than the resulting payment Transaction. This could be for example when the Card is used to book a hotel or a car rental, when the final amount of the bill is unknown when the pre-authorisation is processed. In this case, if there is no sufficient Available Balance, the request for pre-authorisation may be denied. For services offered by these machines, You should ensure the Card has adequate Available Balance to meet the amount required by the pre-authorisation.
- 4.1.12 We do not recommend using the Card as a guarantee of future payment, for example as a deposit, as merchants such as these may estimate the final bill and this estimated amount will be temporarily unavailable to access or spend on Your Card.



- 4.1.13 Goods or services paid for with the Card cannot be refunded by a merchant unless there was a prior Transaction debited from the Card by that merchant of an equal or higher amount than the refund requested. If You and merchant agree a refund, the merchant may process the refund via a POS. Amounts credited to the Card as refunds shall be available no more than three (3) days after the time the refund order was received. If an amount is credited to the Card that exceeds the amount of the refund, the amount in excess may be deducted from Your Available Balance. Loading fees may apply to refunds processed via POS, if such fees are specified in the Schedule.
- 4.1.14 You may redeem or spend the Available Balance on the Card at any time prior to its termination or expiry date. If You have a pre-paid or debit Card, following the Card's termination or expiry, You will be able to redeem the unspent funds via the User Interface or by contacting your reception center.
- 4.1.15 You may obtain certain information concerning the Card, its Available Balance and recent Transactions via the User Interface. You may contact Customer Services for support in using the User Interface.
- 4.1.16 If your Card allows for Account Transfers (as explained in the Card Program Description), the instructions on how to make such Account Transfers will be set out in the guidance documents provided with your card and on the User Interface.

4.2 Temporary blocking of the Card

- 4.2.1 In certain circumstances, as set out in these Terms, in particular in clause 10, we may need to suspend (i.e. block) Your Card. If We have to suspend Your Card, You will be notified by email or at the contact details you provided to the Government Agency when you received the Card. If possible, You will be notified prior to the suspension of Your Card, and at the latest, immediately after. However, in exceptional circumstances, if We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any Applicable Law, we may suspend Your Card without prior notification. You can at any time request that the block be removed from Your Card by contacting Customer Services. We will try to reduce the duration of the suspension, but the decision to unblock the Card will be at Our discretion.

5 Card Limits and Fees

- 5.1 The Card fees and use limits (including any applicable cash withdrawal and Transaction limits) are outlined in the Card Program Description and in the Schedule.
- 5.2 Each time the Card is used, the value of the Transaction plus any applicable fees will be debited from the Card, meaning that they will reduce the Available Balance on the Card. If the value of the Transaction plus any applicable fees exceeds the Available Balance on the Card the Transaction will be declined. Please note that there may be fees that will be charged as a result of a declined Transaction, if such fees are specified in the Schedule. These fees cannot exceed the amount of the Transaction.
- 5.3 If, for whatever reason, We are unable to charge to Your Card Available Balance any fees and other sums due to Us under these Terms, You agree to make the payment as soon as possible following receipt of a payment request from Us or the Government Authority.

6 Card Security



- 6.1 You should treat the Card like cash. If it is lost or stolen, You may lose some or all of Your money on the Card, in the same way as if You lost cash.
- 6.2 You must keep the Card and its Security Details (including the PIN) safe by taking appropriate measures, including, but not limited to, the following:
 - i. never allowing anyone else to use the Card and never sharing the PIN, card number or other Security Details with anyone;
 - ii. not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
 - iii. not interfering with any magnetic stripe or integrated circuit (i.e. chip) on the Card;
 - iv. complying with any reasonable instructions We or the Government Authority give about keeping the Card and the PIN safe and secure;
 - v. choosing strong passwords that mix alpha and numeric characters when managing the Card via the User Interface;
 - vi. checking ATMs for signs of tampering, e.g. false fronts, before use;
 - vii. shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
 - viii. reporting thefts or loss of any Security Details relating to the Card to Customer Services and any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.
- 6.3 You will never be required to provide the PIN by telephone or on the internet in order to pay for goods or services or carry out any other Transaction. If anyone asks You to reveal a PIN, you should refuse to do so and report the incident to Customer Services.
- 6.4 PIN may be disabled if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the PIN is disabled, You should contact your reception center. There may be a twenty-four (24) hour delay in reactivating the PIN.
- 6.5 You must ensure that the Transactions that You will undertake using the Card do not contravene any Applicable Law and that You will at all times comply with all Applicable Laws in relation to the use of the Card.
- 6.6 You must not under any circumstances send active and/or loaded Card to Us, the Government Authority or any third party, by post or any other unsecure delivery method.
- 6.7 Information sent over the internet may not be completely secure. The internet and the User Interface are not controlled or owned by Us so We cannot guarantee that they will be secure or that they will function at all times and We accept no liability for their unavailability or interruption.

7 Authorising Transactions

- 7.1 You will need to give Your consent to each Transaction so that We can check it is genuine. For POS Transactions using physical Card, You may be asked to authorise them by, where applicable: a) typing Your PIN, into a POS terminal (i.e. chip and PIN payment terminal); or b) signing a sales voucher. If contactless Transaction are permitted for your Card (as set out in the Card Program Description), Transactions up to €50 may be authorised simply by tapping Your Card against a contactless POS terminal. However, contactless Transactions above €50 will require additional authorisation step, for example entering Your PIN into the POS terminal.



- 7.2 Once You have given Your consent to the Transaction, it will be deemed to have been authorised by You.
- 7.3 Once a Transaction has been authorised by You, it cannot be revoked and the time of receipt of a Transaction order is when We receive it.
- 7.4 Your ability to use or access the Card may occasionally be interrupted, for example, if We need to carry out maintenance on Our systems. You should notify Customer Service of any problems experienced using the Card and We will endeavour to resolve these as soon as possible.

8 Loss, theft and misuse of cards and Card suspension

- 8.1 If the Card is lost, stolen, misused or is likely to be misused by a third party or You suspect that someone else may know the PIN or other Security Details or has carried out an unauthorised Transaction, You must stop using the Card and notify Customer Services directly (and block Your Card via the User Interface, if such functionality is available, or by contacting the Government Authority). You must do this as soon as possible on becoming aware of the loss, theft, misappropriation or unauthorised use of the Card. Unless already blocked by You, the Card will be suspended to avoid further losses upon Our receipt of a notification in accordance with this clause.
- 8.2 We may also suspend a Card with or without notice if:
 - i. We suspect that the Card, PIN or any other Security Details have been, or are likely to be, misused;
 - ii. if any Transactions are deemed to be suspicious and/or are identified as being fraudulent;
 - iii. if We have reason to believe that You have broken an important condition of these Terms related to the use of the Card.
- 8.3 You will be required to confirm details of the loss, theft or misuse to Us in writing.
- 8.4 You may be required to assist Us, Our agents or the police if the Card is stolen or We suspect the Card is being misused.
- 8.5 Replacement Cards can be obtained from your reception center.
- 8.6 If any reported lost Card is subsequently found it must not be used unless You contact Customer Services first and obtain approval.

9 Unauthorised and disputed Transactions

- 9.1 You must notify Customer Service **as soon as You become aware** of a Transaction that has not been authorised by You in accordance with clause 7.1 above, or if You believe that We have incorrectly executed a Transaction. You must notify Customer Service not later than 13 months from the date when such Transaction affected Your Available Balance on the Card.
- 9.2 We will investigate the circumstances leading to the unauthorised Transaction. We may ask You to provide Us with supporting information and documentation to help Us with Our investigation and You agree to cooperate with Us. You also agree to cooperate with any authorities involved in Our investigation.
- 9.3 Subject to the remaining provisions of this clause 9, We will refund the amount of the Transaction (and any applicable fees) by the next Business Day after we become aware of an unauthorised Transaction, unless We have reasonable grounds for suspecting fraud.
- 9.4 **You will not be entitled to a refund in respect of an unauthorised Transaction if:**

- a) You did not notify Customer Service as soon as You became aware of the unauthorised Transaction (and in any case within thirteen (13) months from the date when such unauthorised Transaction took place); or
- b) the unauthorised Transaction is a result of: (a) fraud committed by You; or (b) Your intentional or grossly negligent failure to comply with the security requirements in relation to Your Card (as specified in clause 6 above).

If You are not entitled to a refund as a result of the above and if We have already processed it, We will be entitled to deduct the refund amount from Your Available Balance.

- 9.5 If the unauthorised Transaction is a result of a lost, stolen or misappropriated (i.e. used by someone else) Card, You may be required to bear some or all of the costs of the unauthorised Transaction, up to a maximum of €50. In this case, any refund issued by Us would relate to the value of the unauthorised Transaction in excess of €50. However, this provision will not apply, and You will be entitled to a full refund, if it was not possible for You to notice that Your Card was lost, stolen or misappropriated, or if the Transaction was caused by acts or lack of action on Our side (for example if We failed to block the Card after You notified Customer Services of its loss, theft or misappropriation).
- 9.6 Any refund received by You is Your only remedy and We will not be liable to You for any other losses You suffer as a result of an unauthorised Transaction.
- 9.7 If We have processed a Transaction properly authorised by You but You decide to challenge the Transaction and request a refund, You should contact the merchant who took the payment. If they refuse to issue a refund, We may be able to raise the dispute with the Card Scheme and if Your dispute is successful, the Card Scheme may issue a chargeback to Your Card. All chargeback requests will be handled by Us in accordance with the rules of the applicable Card Scheme and We cannot guarantee that chargebacks will be issued. Unless We receive the chargeback sum from the Card Scheme, We will not be required to credit any chargebacks to Your Card.
- 9.8 If You have authorised a merchant whose payment services provider is based in the UK or EEA to take a payment in GBP or EURO from Your Card, You can request a refund if: (a) the merchant or their payment service provider did not provide You with the amount of the Transaction when You were asked to authorise the payment (for example because the transaction related to a hire car or hotel and the final amount was not known at the time of authorisation); (b) the amount charged to Your Card was more than You could reasonably have expected to pay in these circumstances (for example if it is disproportionate to Your previous spending or the facts surrounding the payment); and (c) You make a refund request within 8 weeks of the date when the payment was charged to Your Card. Within 10 business days of the date when You make Your request (or from the date when We ask for clarification or information regarding Your refund request) We will either refund the payment in full or tell You the reasons why We believe You are not entitled to a refund. However, You will not be entitled to a refund under this clause 9.8 if information about the Transaction was made available to You by the merchant in the agreed manner for at least 4 weeks before the payment due date.
- 9.9 If We refund or credit any chargeback to Your Card in error, We will be entitled to claim the relevant amount back from Your Card by deducting it from Your Available Balance. We will notify You if We issue any refunds or chargebacks in error.

10 Liability



- 10.1 We will not be liable to You in respect of any losses You may suffer in connection with or arising from the use of the Card, except where such losses are due to a breach by Us of these Terms or due to Our negligence. In addition, We will not be liable for: (a) any matters arising from or in connection with Your relationship with the Government Authority and/or any third party engaged by the Government Authority in connection with the Card Program; (b) any disputes concerning the quality of goods or services purchased from any merchant that accepted the Card or for any additional fees charged by the operator of POS or ATM terminals (e.g. when You are offered dynamic currency conversion at a point of sale); and (c) any losses or damages related to any business or commercial activity You carry on, including any business losses, loss of profit and loss of business opportunity. We will also not be liable for any loss due to: (i) any failure due to events outside Our reasonable control or caused by any third party; (ii) any system failure or industrial dispute outside Our control; (iii) any ATM or retailer refusing to or being unable to accept the Card; (iv) the way in which any refusal to accept the Card is communicated to You; (v) any infringement by You of these Terms or Applicable Laws; (vi) Our taking any action required by any Applicable Law; or (vii) anything specifically excluded or limited elsewhere in these Terms.
- 10.2 You agree to compensate Us in full for any losses We suffer if You have acted fraudulently, been negligent or have misused the Card or any of the services which We provide to You.
- 10.3 The above exclusions and limitations set out in this paragraph shall apply to any liability of Our affiliates such as the Card Scheme, and other suppliers, contractors, distributors and any of their respective affiliates (if any), which may arise in connection with these Terms. For all intents and purposes of the law, We are appearing hereon also as agents for Our affiliates such as the Card Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), limitedly for the purpose of this clause.

11 Termination Rights

- 11.1 This agreement will continue in force until it is terminated in accordance with the provisions of these Terms. Termination of these Terms will mean that you will not be able to use the Card.
- 11.2 These Terms may be terminated at any time by You by sending at least thirty (30) days' written notice to the reception center.
- 11.3 We can terminate these Terms and cancel Your Card by sending You at least two (2) months' written notice.
- 11.4 During the termination notice period, all Available Balance on pre-funded or debit Card(s) must be either spent or redeemed by You in accordance with Clause 11.5.
- 11.4.1 Once a Card has been cancelled, expired or You have found it after it has been reported as lost or stolen, You must destroy it by cutting it in two through the magnetic strip and chip. If an expired Card is not renewed, this agreement will terminate automatically on the Card expiry date. Any Card renewal shall be subject to these Terms.
- 11.5 In accordance with Clause 4.1.14, any remaining funds left on the Card after its cancellation or expiry, less fees in accordance with the Schedule, may be redeemed upon cardholder's request.
- 11.6 All funds redemption may be subject to certain checks carried out by the Government Authority.

12 Our additional termination and suspension rights

- 12.1 We reserve the right, at Our discretion to terminate these Terms, or to suspend the use of the Card (i.e. block it), restrict its functionality and/or to demand the return of the Card if any of the following circumstances arise:



- i. We reasonably suspect the security of the Card has been compromised in any way;
 - ii. the Card has a zero or negative balance for more than three (3) consecutive months;
 - iii. We are required to do so under Applicable Law or where We believe that continued use of the Card may be in breach of Applicable Law;
 - iv. in the event You or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or any third party to have done so;
 - v. We believe that Your continued use of the Card may damage Our reputation;
 - vi. We believe that the use of the Card may result in harm to Us or Our systems or if We have good reason to believe this is necessary for security reasons (for example any security issues affecting the User Interface or Card processing facilities);
 - vii. You fail to provide the Personal Data necessary for Us to comply with Our legal obligations and to fulfil these Terms;
 - viii. You haven't given Us information We need or We believe that any of the information that You have provided is incorrect or false;
 - ix. You do not access the Card for the period of time specified in the Card Program Description as "Unused Card limit";
 - x. We cannot process Transactions due to the actions of third parties;
 - xi. You have breached these Terms; or
 - xii. You are no longer entitled to being a customer of the Government Authority or receiving a benefit issued by the Government Authority.
- 12.2 We will remove the block on the Card as soon as practicable after We are satisfied, acting reasonably, that the reasons for suspending it no longer exist. If the circumstances for suspending the Card continue for one (1) month, We may terminate these Terms instead.
- 12.3 Any termination or expiry of these Terms, however caused, will be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of these Terms which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

13 Other consequences of misuse of the Card

- 13.1 In addition to such actions constituting a break of the provisions of these Terms, any illegal or fraudulent use of the Card by You may be reported to the Police or any other relevant authority.

14 Confidentiality and Data Protection

- 14.1 We are the Data Controller of Your Personal Data associated with the application for and use of the Card and will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of Your Personal Data and Our processing of that data is necessary for each of Us to carry out Our obligations under these Terms. At times, the processing may be necessary so that We can take certain steps, at Your request, prior to entering into the Terms. If You fail to provide the Personal Data which We request, We may be unable to continue to provide Our services to You and may take steps to terminate these Terms in accordance with Clause 12.1vii above.
- 14.2 By using the card and payment services related to it, you give your explicit consent for us to process your personal data necessary to offer payment services.



14.3 We will manage and protect Your and/or the Card User Personal Data in accordance with all applicable data protection laws. For comprehensive information about when and why We collect personal information about Your and/or the Card Users, how We use it and the conditions under which We may disclose it, please refer to Our Privacy Notice which is provided to You at the time We collect Your Personal Data and which is available at the User Interface.

15 Amendments to Terms

15.1 If We need to make any changes to these Terms, We will notify You of the new Terms at least two (2) months before We implement the changes. In exceptional circumstances, where it is impossible for Us to give You at least two (2) months' notice in advance (for example if there are urgent legislative changes), the notice period may be shorter, but We will do Our best to give You as much notice as possible ("**Change Notice**").

15.2 If We need to introduce changes that are less favourable to You than the Terms to which You agreed when You applied for the Card, and You do not agree to such new Terms, You can notify Customer Service that You reject the proposed new Terms. You must notify Customer Service before the expiry of the Change Notice, i.e. before the date when We propose to implement the new Terms. If We do not hear from You before such date, We will assume that You have accepted the changes, and You will be deemed to have accepted the new Terms.

15.3 If You reject the new Terms, this will mean that You terminate this agreement and cancel the Card. You will not be charged anything for terminating this agreement in these circumstances.

16 Defective cards

16.1 We will at any time replace a Card reported as being defective. The defective product must be returned to the reception center.

16.2 If Our inspection of a returned Card reported by You as being defective shows this to be incorrect then the Card may be returned to You.

16.3 The above guarantee is not applicable if: (i) the Card is used in a manner which breaks any important term or repeatedly breaks any term of these Terms; or (ii) You have not taken due care in relation to the storage and/or maintenance of the Card (including by avoiding extended exposure to direct sunlight, exposure to water or high humidity and repeated contact with metal objects such as keys).

17 Miscellaneous

17.1 Nothing in these Terms will confer on any third party any benefit under, or the right to enforce these Terms.

17.2 This agreement is personal to You and You are not allowed to transfer Your rights or obligations under these Terms to anyone. We may assign any of Our rights and obligations under these Terms to any other person or business, subject to such party continuing the obligations to You herein.

17.3 We may contact You by letter or email using the contact details You provide when you receive the Card.

17.4 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.

17.5 These Terms set out the entire agreement between You and Us.



18 Complaints

- 18.1 Should You wish to contact Us or complain about any aspect of Our service please contact Customer Services.
- 18.2 If having received a response from the Customer Services team You are unhappy with the outcome You can escalate Your complaint to Us at complaints@enfuce.com.
- 18.3 We will make every effort to reach a resolution to Your complaint. If We are unable to resolve Your issue to Your satisfaction We will explain the reasoning behind Our decision.
- 18.4 In the unlikely event that We are unable to resolve Your issue, You have the right to refer your complaint to Finanssivalvonta, Snellmaninkatu 6, PL 103, 00101 Helsinki, Finland (phone: +358 (0)9 18351, website: www.finanssivalvonta.fi/en) and to Kilpailu- ja kuluttajavirasto, address PL 5, 00531 Helsinki, Finland (phone: +358 (0)29 505 3000, website: www.kkv.fi/en).

19 Law, Jurisdiction and Language

- 19.1 These Terms and any disputes, which arise under it, shall be exclusively governed and construed in accordance with the laws of Finland and subject to the exclusive jurisdiction of the Helsinki District courts or the district courts of Your place of residence.
- 19.2 The Finnish language version of these Terms and of any communications and User Interface content will prevail over any other language version which We may issue from time to time.

SCHEDULE

Unless specifically stated otherwise, words and expressions in this Schedule have the same meaning and interpretation as defined in the Terms.

A. Customer Services

The Customer Service can be contacted via the methods below:

- Business days between [Xam and Xpm CET: +XXXXXX]
- By e-mail: xxx(at)xxx.com
- User Interface: www.xxxx.com

Please note that We and the Government Authority reserve the right, after having informed You at the time of the call, to monitor/record the conversations between You and Customer Services for quality assurance, resolution and training purposes.

B. TRANSACTION FEES

All payments made using Your Card shall be in the Denominated Currency. If a Card is used to pay for goods and services in a different currency to the Denominated Currency, the amount payable shall be converted at the Card Scheme conversion rate. In order to allow You to compare charges for currency conversion, You can view the real-time percentage difference between the amount that will be charged on Your Card for a foreign currency Transaction (consisting of the mark-up applied by the Card Scheme as well as the surcharge referred to below) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information in the FAQs on the User Interface. You accept and agree that Articles 3a (5) and (6) of Regulation (EC) 924/2009 (as amended by Regulation (EU) 2019/518) do not apply and that no electronic message will be sent to You upon making a cross-border currency transaction.

Note that exchange rates can fluctuate and that they may change between the time when the Transaction is made and the time when it is settled and billed to You. You agree that any change to the exchange rate may be applied immediately and without notice to You.

FX FEES

Foreign Exchange transactions	Additional fee on FX transactions	free of charge
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⁽¹⁾ Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.

CARD FEES

Issuing Fees (in [Currency])	Fees
Card Fee (for first card issued)	free of charge
Transaction Fees and usage	
ATM withdrawal (exclusive of ATM operator fees)	free of charge
Miscellaneous Fees	
Card Replacement Fee (where card is lost, stolen, misappropriated, subjected to unauthorised use or for any other reason)	free of charge

Recurring Fees	
Monthly fee*	free of charge

* The Monthly account fee will be charged even if the Card account is inactive or the Card has expired, as long as there is a balance on the Card.

** The Monthly account fee applicable to Your Card will be provided when You sign up on the User Interface.

WEB SERVICES FEES

Activation	free of charge
Obtain the details of all Transactions	free of charge
Retrieve and print statements	free of charge
Block or unblock Your Card	free of charge

CHARGEBACK FEES

Refund handling fee	Fee applicable only if chargeback / refund request is not valid	free of charge
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CARD LIMITS

Limit Type	Frequency	Amount
Max. Load Value	per transaction	5 000 €
Account transfer (by Government Authority)	per month	5 000 €
Account transfer incoming (by a registered payer, e.g. an employer)	per month	5 000 €
Account transfer outgoing (by a registered payee, e.g. an employer)	per month	4 000 €
Account transfer incoming (by non-registered payer)	per month	0 € / 0 pcs
Account transfer outgoing (by non-registered payee)	per month	500 €
Account transfer incoming	per month	10 pcs
Account transfer outgoing	per month	5 pcs
Max. Total Balance	per card	10 000 €
Max. Value POS transactions	per day	2 500 €
Max. Value POS transactions	per week	3 500 €
Max. Value POS transactions	per month	4 000 €
Max Value ATM withdrawals	per day	750 €
Max Value ATM withdrawals	per week	1 000 €
Max Value ATM withdrawals	per month	1 600 €