

TERMS AND CONDITIONS OF BANCIBO, SE
Valid as of 1st. of June 2024

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1. TERMS AND ABBREVIATIONS

Electronic Money Issuer on the BIN & Card - payment instrument provided and supported by BANCIBO as the Program Manager.

Card Schemes - VISA

Available at <https://qoypay.com>

Cardholder - named holder and authorized user of the Card.

Customer – user who applies for the Card.

Fees & Limits - list of fees payable by the Cardholder and applicable limits.

Merchant - retailer or any other person that accepts payment cards which display Card Scheme acceptance mark.

T&C - these Terms and Conditions and applicable Fees and Limits govern the usage of the Card and related matters and supplemented from time to time. By using the Card, the Cardholder expressly agrees to this T&C, relevant T&C of the BIN Sponsor and the applicable Fees and Limits and agrees to be bound by them with no exceptions and limitations, otherwise the Cardholder shall not use the Card.

Transaction - realization of or attempting to make a payment or a purchase or a cash withdrawal by using the Card; Transaction includes also all and any associated fees and charges, including for currency exchange, charged by BANCIBO or any third party.

BANCIBO – it's a BANCIBO, SE, ID No.: 24236501, a corporation having its registered office at Václavské náměstí 1306/55, Nové Město, 110 00 Prague 1 (hereinafter referred to as “BANCIBO”) as the QC-card.com Program Manager

Website - <http://www.bancibo.com>

2. CARD

2.1. Card is a product provided by BIN sponsor and issued by BANCIBO upon application for the use by the Cardholder for payments in non-physical (so called “Card-Not-Present Transactions”) locations (e.g. on the Internet).

2.2. Card can be issued either as a reloadable or non-reloadable Card. Non-reloadable Card is the Card with a specific predetermined amount. No additional funds can be uploaded to the non-reloadable Card.

2.3. Card can be issued in a particular design confirmed by BIN Sponsor and Card Scheme.

2.4. Card could be issued only to the countries approved by BIN Sponsor.

3. CARD ISSUANCE

3.1. Card is issued upon the Customer's application, subject to the sole and absolute discretion of BANCIBO. BANCIBO may reject the application for the Card and not issue the Card without providing reasons for.

3.2. For the purpose of the completion of the application and issue of the Card, the Cardholder shall provide, verify and confirm his/her data and contact details to BANCIBO; to do so, the Cardholder shall provide required data and information in a designated electronic form. As far as the card is regulated product, the onboarding process does not allow the client to get a product if the client is not a resident of a specific supported country, in this case clients will be automatically restricted.

3.3. Card application shall contain all obligatory information as stated as such from time to time by BANCIBO, including phone number (including country code) and e-mail address and other personal information of the Cardholder.

3.4. Submission of the Card applications, including all necessary data, in BANCIBO's system shall be the Cardholder's responsibility. Customer is under a duty to ensure that the applications, including contained data, are correct and complete, and are in a format that is readable and can be processed by BANCIBO's system for the performance of BANCIBO's obligations hereunder.

3.5. Customer shall bear sole, full, comprehensive and absolute responsibility for ordering of the Cards, subsequent issuance of the Cards and all and any related consequences of any nature and type, including, but not limited to:

3.5.1. usage (including non-authorized access and usage) of the interfaces for ordering the Cards (Web/Internet bank, software and procedures for ordering the Cards);

3.5.2. any faults, errors, discrepancies, complaints, security breaches and any other actions, risks, circumstances, issues and matters associated with or linked to the Card Account and/or the Cards through no fault of BANCIBO.

3.6. BANCIBO reserves the right to temporarily restrict the availability of the systems and procedures for the order and issue of the Cards, either in whole or in part, to a customary and reasonable extent if important reasons make such a restriction necessary. Such important reasons include, inter alia, but without limitation, necessary maintenance work, necessary adaptations, changes required by the payment card schemes, changes and additions to the underlying software applications, measures to locate and rectify malfunctions and to ensure the integrity of the systems and procedures, as well as restrictions due to some specific risks. BANCIBO shall notify the Customer on such planned restrictions.

3.7. BANCIBO shall not be liable for any faults that occur because of telecommunication or internet connection. BANCIBO shall not be liable for any failure or disruption in the technical infrastructure outside its sphere of responsibility, in particular not for the proper functioning of the technical transmission procedure, devices, routes and other technical equipment, which the Customer uses to connect and exchange data with BANCIBO.

3.8. BANCIBO is not liable for the loss of the Card application or its part and/or contained data or for other malfunctions or damage to the extent such events are due to the fact that the Customer failed to observe BANCIBO's instructions, including security requirements, for the purpose of the order and issue of the Cards.

3.9. BANCIBO is firmly committed to meeting the obligations on combating money laundering and the financing of terrorism. BANCIBO maintain and follow a strict 'Know Your Customer ("KYC")' policy and apply additional validation checks as may be applicable from time to time. The policy and checks are affected by applicable anti money laundering and terrorist financing rules and regulations and as such may change from time to time and may differentiate between types of accounts, activities etc. Certain activities and monetary limits and volumes may only be allowed once the Customer has passed the 'KYC' checks by providing BANCIBO with the relevant identification documents. BANCIBO will also take steps to validate the information that the Customer provided. This may include comparing the information and documents that the Customer provide to use with that available from commercially available resources and service providers. Information on limitations and required documentation will be provided to the Customer. Furthermore, BANCIBO may ask the Customer, from time to time, to confirm elements or all of the information or for additional or different information. BANCIBO may also ask for documentary evidence to validate the information that the Customer has provided.

3.10. BANCIBO may ask at any time to see the proofs, including documentary, of the Cardholder's identity and residential address. Such proofs may be provided by the Cardholder. BANCIBO may also perform due diligence of the Cardholder at any time as per existing legal requirements and in such case the Cardholder shall provide requested documents.

4. CARD ACTIVATION

4.1. Cardholder receives the Card in the data set form (virtual Card).

4.2. Card is issued in an active state.

4.3. If the Card is not activated, any attempted Transaction may be declined.

5. CARD EXPIRATION

5.1. Card will expire on its expiry date and will cease to work and function. The Cardholder is not entitled to use the Card upon its expiry.

5.2. Expiry date is a last date when the Card will work; the last date represents the last day of a respective month of a respective year that are printed on the Card (in case of a plastic Card) or communicated to the Cardholder (in case of a virtual Card).

5.3. Funds will not be accessible via the Card following its expiry date. Notwithstanding the expiry date the funds are available for redemption.

6. CARD RENEWAL

6.1. In case of the expired Card, a renewed Card may be issued. However, BANCIBO is not obliged to renew the Card and may elect not to issue the Card at BANCIBO's sole and absolute discretion without providing reasons for.

6.2. In case of the renewal, the balance of the previous Card will be transferred to the new Card.

7. LOADING RELOADABLE CARD

7.1. In case the Card is reloadable, additional funds can be loaded on it by the BANCIBO or by the Cardholder.

7.3. Once BANCIBO has actually received the funds to be loaded on the Card, the funds will be available for use without delay.

7.4. Card is opened in a single currency. If a load amount is made to the Card in a currency, which differs from the Card currency, BANCIBO is entitled to convert the amount received applying an exchange rate at its sole discretion.

8. REDEMPTION OF CARD BALANCE

8.1. Funds on the Card may be redeemed at any time in whole or in part. To do so an appropriate functionality in the Web shall be used or a relevant request shall be submitted to BANCIBO.

8.2. BANCIBO may ask to provide it with certain information before BANCIBO can process a redemption request. BANCIBO may require the Cardholder to provide identification and due diligence documents so that BANCIBO may process the redemption request in accordance with legal and anti-money laundering requirements.

8.3. BANCIBO reserves the right to see proof of the Cardholder's ownership of the payment instrument before transferring the funds to it. BANCIBO may redeem the funds from the Card to the Cardholder's payment account without any approval by the Cardholder upon expiration of the Card.

9. USAGE OF CARD

9.1. Cardholder may use the Card worldwide wherever Card Schemes are accepted.

9.2. Card may be used, and the Card Transactions may be made only by the Cardholder.

9.3. Cardholder is prohibited to allow any other person to use the Card, for example by disclosing any other person to use the Card data or 3D Security parameter to make payments or purchases.

9.4. Cardholder is responsible for all and any transactions, fees and charges incurred by the Card transactions and all related consequences.

9.5. Card may not be used for any illegal action, including, but not limited to the payment for the goods or services that according to applicable law require a special permit to buy them unless such permit has been received.

9.6. Cardholder may use the Card for Transactions at the Merchants up to the amount of the available balance. In case the available balance is not sufficient to pay for the Transaction, some Merchants may not permit the Cardholder to combine use of the Card with other payment method.

9.7. Like with any payment card, BANCIBO cannot and does not guarantee that the Card will be accepted by any Merchant and/or processed by an acquirer.

9.8. Cardholder must ensure that the Card has sufficient balance to make the transaction by using the Card.

9.9. Cardholder's ability to use or access the Card may occasionally be interrupted, for example if BANCIBO needs to carry out maintenance on BANCIBO's systems, in which case BANCIBO notifies the Cardholder in advance, or due to force-majeure circumstances or events beyond a control of BANCIBO.

10. AUTHORISATION OF TRANSACTIONS

10.1. If the 3D Secure parameter is necessary for the transaction, the Cardholder's agreement (authorization) shall be deemed to be given only upon the entry of the 3D Secure parameter.

10.2. Subject to the features of a particular Card, the authorization of the transaction can include the authorization of any single transaction, a series or recurring transactions (including transactions for an indefinite period) or pre-authorizing future transactions of a certain or uncertain amount.

10.3. It shall be deemed and assumed that the transaction has been authorized by the Cardholder where either:

- In case of the Internet or other "Card-Not-Present" (Non-Face-To-Face) transaction, necessary Card data has been provided to the Merchant that allows the processing of the transaction, including 3D Security parameter.

10.4. Normally, BANCIBO will receive notification of the Card authorization by way of an electronic message in line with the rules and procedures of Card Scheme. Once BANCIBO has received notification of the authorization to proceed with the transaction, the transaction cannot be stopped or revoked. However, the Cardholder may in certain circumstances be entitled to a refund.

10.5. Upon authorization of the transaction BANCIBO reserves funds on the Card for this Card transaction simultaneously reducing the available balance. After the receipt of confirmation for this Card transaction, the Card transaction amount is subtracted from the Card. If BANCIBO does not receive the transaction confirmation from a respective institution within 30 (thirty) calendar days after the transaction, the reserved funds become available on the Card.

10.6. Under normal circumstances, if any payment is attempted and it exceeds the available funds on the Card and/or the Card is blocked, the transaction will be declined.

10.7. BANCIBO is entitled to restrict or suspend use of the Card or refuse authorization of any transaction which is in breach or could breach these T&C, damage or threaten to damage Card Scheme's reputation or any of its marks, or if BANCIBO reasonably suspects that the Cardholder and/or a third party have committed or are planning to commit fraud or any other illegal or unpermitted use of the Card and associated services, or in the event of exceptional circumstances which prohibit the normal operation of the Card.

10.8. BANCIBO may reject the transaction if there are security concerns in respect of the Card or BANCIBO suspects the Card in being used in an unauthorized or fraudulent manner. Transaction may also be rejected because of errors, failures (whether mechanical or otherwise), refusals of Merchants, payment processors or payment schemes processing. BANCIBO may also block authorization requests from certain Merchants at its absolute discretion.

10.9. It shall be noted that once the Card has been used for making payment, the relevant transaction cannot be stopped.

11. CURRENCY CONVERSION

11.1. Card is denominated in one currency only.

11.2. In case the Card is used for the transaction in other currency than the currency in which the Card is denominated, the Card shall nevertheless be debited in the denominated currency of the Card.

11.3. Currency exchange rates are based on and stated through Car Schemes and shall be applied for the settlements in case a transaction is conducted in a currency other than currency in which the Card is denominated.

11.4. Any change of the conversion rate will become effective immediately and without any prior notification.

12. LIMITS

12.1. Various limits may be set, including, but not limited to the amount spent and the number of transactions the Cardholder can perform, to the number of times the Card can be uploaded in a day, and load limits, as well as other limits.

12.2. Once the Cardholder has accepted the Terms, the Cardholder may apply for increase the balance on the Card account. There are limits on the amount and frequency with which the Cardholder may increase the balance, these limits vary depending on the internal risk score assigned to the Customer by BANCIBO.

12.3. For compliance with laws and regulations related to money laundering, the financing of terrorism, international tax reporting and scheme rules, BANCIBO has imposed certain thresholds and limits on certain activities. Some of these limits may be raised by providing additional documentation and/or information. These thresholds and limits are applied to the amount of funds that can be added to the Card account, that can be spent, and that can be withdrawn. BANCIBO apply daily, weekly, monthly and annual limits.

12.4. Limits can be found in the list of Fees & Limits.

12.5. Besides, BANCIBO may restrict transactions, considering various risks, including individual usage patterns and payment risk profiles, AML/CTF and anti-fraud considerations and rules of Card Schemes. BANCIBO reserves the right to apply and change particular payment restrictions without any notice.

13. FEES AND LIMITS

13.1. Card and related services are subject to the fees and limits determined by BANCIBO.

13.2. Cardholder shall pay the fees as per applicable Fees & Limits.

13.3. Fees & Limits are published in the Web interface.

13.4. Transactions may also be subject to fees, rules and regulations of a payment terminal operator, bank, etc.

13.5. Value of each transaction, including any applicable and related fees and charges and currency exchanges, will be deducted from the Card balance.

13.6. It is a responsibility of the Cardholder to check applicable Fees & Limits before applying for and using the Card and before performing each transaction.

13.7. BANCIBO may unilaterally provide and cancel any discount, as well as any special (non-standard) fee, charge and rate.

13.8. BANCIBO at its absolute discretion may set forth additional fees for services that are not included in the Fees & Limits, but were requested by the Cardholder in a particular case and such fees are due immediately from the Cardholder.

13.9. Should taxes, duties or similar deductions be levied on the fees and charges, BANCIBO is entitled to withhold such payments from the Card immediately, with the fees being increased accordingly.

14. INFORMATION ABOUT TRANSACTIONS AND BALANCES

14.1. If requested, BANCIBO may provide the Cardholder with SMS notifications on transactions by sending SMS messages to their phone number registered with BANCIBO. Upon the moment of sending a SMS message, it is presumed that the Cardholder is informed about the Card transaction. BANCIBO does not bear responsibility in case a message has not been sent or received for whatever reason due to a fault of an SMS service provider.

14.2. Cardholder is responsible for informing BANCIBO about the correct phone number (including country code) of the Cardholder.

14.3. Cardholder may check the balance available on the Card and transactions in the Web interface (in case the Cardholder is connected to the Internet).

14.4. Cardholder is obliged to regularly control the use of funds on the Card and monitor the Card's balance.

15. DELIVERY OF CARDS

15.1. In case of Virtual Cards, the Cards Data (e.g. PAN, CVC2, expiry date) are delivered by BANCIBO to the respective Cardholders.

16. WEB INTERFACE

16.1. Cardholder may control and manage the Card and related matters remotely through the Web interface:

- To activate the Card;
- To block the Card;
- To control balances and transactions;
- To communicate with BANCIBO;
- To receive information from BANCIBO;

- To receive the T&C and fees and charges;
- To conduct any other activity supported and permitted by the Web interface.

16.2. Available functionality of the Web interface is determined exclusively by BANCIBO. BANCIBO may change, suspend and restrict functionality from time to time without any notice.

16.3. In order to access and use the Web interface, the Cardholder shall use the Card number and a password, created by him/her. Password shall be created when the Cardholder visits the Web Interface for the first time; in order to access the Web Interface for the first time the Cardholder shall use a security word invented by him/her during the Card application process.

16.4. Cardholder is responsible for the password for accessing the Web Interface and must keep it safe. Cardholder must not disclose the password and security word to anyone or allow anyone to learn it. If the Cardholder needs to write down the password and/or security word in order to remember it, the Cardholder must make sure the password and security word are well disguised. Cardholder shall change the password regularly.

16.5. Cardholder shall comply with reasonable safety rules and procedures as normally expected from a prudent user, as well as safety rules and procedures determined by BANCIBO regarding the Web Interface.

16.6. Any communication to the Cardholder via the Web Interface will be treated as having been received as soon as it is sent by BANCIBO.

17. CARDHOLDER'S CONTACT DETAILS

17.1. Cardholder shall let BANCIBO know as soon as possible about his/her change of name, address, e-mail address, or phone number.

17.2. BANCIBO uses the most recent contact details, particularly e-mail and phone number, in order to provide its services, as well as to communicate with and notify the Cardholder.

17.3. Any e-mail and SMS to the Cardholder will be treated as having been received as soon as it is sent by BANCIBO. BANCIBO will not be liable to the Cardholder if the Cardholder's contact details have changed and the Cardholder has not notified BANCIBO.

18. KEEPING CARD AND ITS DATA SAFE

18.1. Cardholder should treat the Card like cash. If it is lost or stolen or its data were made available to others, the Cardholder may lose some or all money on the Card, in the same way as if the Cardholder lost cash in the wallet or purse. As a result, the Cardholder must keep the Card and its data safe and not let anyone else use it.

18.2. Cardholder is responsible for keeping the Card and its data safe. This means that all reasonable steps to avoid the loss, theft or misuse of the Card or its data shall be taken, and these steps are the exclusive responsibility of the Cardholder.

18.3. It is prohibited to disclose or make available Card data to anyone except where necessary to complete a transaction to the need-to-know extent. The Cardholder should be satisfied that the Merchant is genuine and should take adequate steps to safeguard information before proceeding with the transaction and providing the Card and/or its data to the Merchant.

18.4. Failure to comply with safety rules and procedures, negligence, delay, misuse, illegal and/or fraudulent actions on the side of the Cardholder will affect and prevent the Cardholder's ability to claim any losses and damages.

18.5. Cardholder should take care of the Card and its data and act responsibly. If the Cardholder used the Card or allowed the Card to be used fraudulently or in a manner that does not comply with the T&C or illegally or the Card or its data are compromised due to negligence of the Cardholder, the Cardholder will be held responsible.

19. LOST OR STOLEN CARDS

19.1. It is assumed that all transactions entered with the Card and/or using Card data are made by the Cardholder unless BANCIBO was duly and timely notified by the Cardholder to the contrary and always before a disputed transaction has been made.

19.2. In order to block the Card, the Cardholder shall use a respective functionality within the Web interface.

19.3. Following satisfactory completion of the verification process, BANCIBO will then immediately block the Card and will decline authorizations of any further transactions to prevent unauthorized and further use of the Card (the Cardholder remains responsible for all and any transactions made prior to such blockage of the Card).

19.4. Cardholder may also contact BANCIBO by using the contact form available on the Web Interface.

19.5. BANCIBO at its sole discretion is entitled to block the Card if there are suspicions about possible fraudulent or unauthorized use of the Card.

19.6. Provided the Cardholder has not acted fraudulently, negligently, intentionally, BANCIBO will refund the amount of the disputed transaction which BANCIBO investigation shows is not authorized by the Cardholder arising after the Cardholder notifies BANCIBO of the loss, theft, misappropriation or unauthorized use of the Card.

19.7. In case BANCIBO's investigation shows that a disputed transaction was approved/authorized by the Cardholder or the Cardholder may have acted carelessly, negligently, fraudulently, illegally or maliciously, BANCIBO may reverse any refund made and the Cardholder will be liable for all losses BANCIBO suffers in connection with the transaction, including, but not limited to the cost of any investigation carried out by BANCIBO in relation to the transaction.

20. LIMITATION OF LIABILITY

20.1. BANCIBO shall not be liable for:

- Goods or services purchased with the Card, including their safety, legality or any other aspect;
- If the Merchant refuses to accept a transaction or fails to cancel an authorization or preauthorization;
- Any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- Any fault or failure relating to the use of the Card that is a result of abnormal and unforeseeable circumstances beyond BANCIBO's control, including but not limited to, a fault in or failure of data processing systems;
- Suspending, restricting or cancelling the Card or refusing to issue or replace the Card;
- Any acts or omissions that are a consequence of BANCIBO's compliance with legislation and/or Card Scheme's rules;
- Where the Cardholder acted with undue delay, fraudulently, intentionally, illegally or with negligence.

20.2. In any event the liability of BANCIBO will be limited to the balance of the Card at the time when the event occurs. To the extent permitted by applicable law, BANCIBO's liability shall be limited as follows:

- Where the Card is faulty due to BANCIBO's fault, BANCIBO's liability shall be limited to the replacement of the Card or, at BANCIBO's choice, redemption of the available balance; or
- Where sums are incorrectly deducted from the Card due to BANCIBO's fault, BANCIBO's liability shall be limited to payment to the Cardholder of an equivalent amount.

21. SUPPORT SERVICE

21.1. General working hours of BANCIBO are from 9.00 to 17.00 Praha time, except public (national and banking) holidays of the Czech Republic.

21.2. BANCIBO may publish special contact details for different purposes on the Website from time to time or make a contact form available to clients. Cardholder is advised to check the Website regularly.

21.3. Card can be managed online via the Web Interface within its functionality.

22. TERMINATION

22.1. Cardholder may terminate the Card at any time without a notice.

22.2. BANCIBO is entitled to terminate the Card by giving at least 3 (three) months' notice.

22.3. BANCIBO is entitled to terminate the Card without any notice if the continuance of the Card is unreasonable for BANCIBO even after considering the justified interests of the Cardholder. Besides, BANCIBO is entitled to terminate the Card at any time and without a notice in the following cases:

- If BANCIBO reasonably believes that the Cardholder have used or are likely to use the Card, or allow it to be used, in breach of the T&C, applicable laws or to commit an offence or fraud or any unlawful action.
- If the Card is at risk of fraud or misuse.
- If BANCIBO suspects that the Cardholder has provided false or misleading information.
- If the Cardholder fails to pay applicable fees and charges or fails to put right a shortfall (if any) on the balance of the Card.
- If the Cardholder has not met its obligations towards BANCIBO.
- By order of the police, court or any regulatory authority.

23. CONSEQUENCES OF TERMINATION

23.1. Card may no longer be used when the termination entered into force.

23.2. Upon entry of the termination into force, the remaining Card balance (if any) shall be redeemed as stated by the T&C, subject to payment of all unpaid fees and charges and deduction of all transactions.

24. SAFEGUARDING OF FUNDS

24.1. BANCIBO as a responsible e-money issuer implements and maintains procedures and measures designed to safeguard customers' funds once they are received.

24.2. BANCIBO ensures that such funds are legally protected in the interest of the customers, particularly against demands from BANCIBO's creditors, particularly in case of dissolution, liquidation or insolvency of BANCIBO.

24.3. BANCIBO does not commingle safeguarded funds at any time with its own funds and with the funds of any natural or legal person other than the holders of electronic money in whose account such funds are held.

24.4. For the safeguarding purposes BANCIBO deposits safeguarded funds in separate segregated so-called clients' accounts with credit institutions in the EEA countries.

24.5. Card is an electronic money product and although it is a regulated product, it is not covered by a deposit protection scheme.

25. DISPUTES

25.1. The Cardholder is entitled to submit a claim and thus request BANCIBO to cancel the transaction or refund any debited amount, if the transaction has not been approved/authorized by the 3D Security parameter, provided always that the Cardholder has not acted carelessly, negligently, fraudulently, illegally, maliciously and the like.

25.2. BANCIBO does not repay funds under a dispute and the Cardholder is not entitled to receive such funds, if the transaction was approved/authorized by 3D Security parameter or the Cardholder did not observed requirements for the Card and transactions safety or the Cardholder has acted carelessly, negligently, fraudulently, illegally, maliciously and the like.

25.3. BANCIBO shall not be liable for any transaction if the Cardholder has failed to promptly and timely block the Card.

25.4. Any dispute and complaint between BANCIBO and the Cardholder shall be resolved by way of negotiations.

25.5. In case BANCIBO and the Cardholder fail to resolve the dispute or complaint in an amicable way, either party may refer the dispute and complaint to the Financial Arbitrator of the Czech Republic who has jurisdiction to resolve disputes between consumers and payment institutions. The jurisdiction of the Financial Arbitrator of the Czech Republic is set out in Section 1(1) of Act No. 229/2002 Coll., on the financial arbitrator. Cardholder can contact the financial arbitrator in writing at Legerova 1581/69, 110 00 Prague 1, by e-mail at arbitr@finarbitr.cz or by telephone at +420 257 042 094.

25.6. The dispute or complaint that is not resolved by way of negotiations may be referred to and finally settled by the competent courts of the Czech Republic.

26. AVAILABILITY OF T&C AND FEES & LIMITS

26.1. Effective T&C and Fees & Limits are available in the Web interface, they may be also available on the Website.

26.2. Upon request, the T&C and applicable Fees & Limits can be sent by e-mail to the Cardholder.

26.3. Cardholder shall be regarded as having acquainted themselves with the T&C and Fees & Limits, including their updated versions/editions, on the day when they (including their updated versions/editions, amendments, changes and supplements) were made available for the first time (e.g. publication in the Web Interface, on the Website or communication by e-mail).

26.4. BANCIBO bears no responsibility for the Cardholder's losses and expenses in case the Cardholder has not acquainted themselves with the T&C and applicable Fees & Limits, as well as their updated versions/editions, amendments, changes and supplements.

27. CHANGES TO T&C AND FEES & LIMITS

27.1. BANCIBO reserves the right to change, amend and supplement the T&C and Fees & Limits from time to time and at its absolute discretion.

27.2. Updated versions/editions of the T&C and Fees & Limits take effect on the date set forth by BANCIBO.

27.3. Updated versions/editions of the T&C and Fees & Limits shall be notified at least 2 months in advance in any of the following ways at the discretion of BANCIBO: to publish on the Website or in the Web or otherwise communicate to the Cardholder, including by e-mail.

27.4. It is considered that the Cardholder has agreed to the changes and accepted them if the Cardholder did

not notify BANCIBO of its non-acceptance of the changes (a new edition) before the changes came into force.

27.5. In case of non-acceptance, the Cardholder is entitled to terminate the Card before the changes came into force free of charge, otherwise the new edition/version of a relevant document will apply.

27.6. BANCIBO may change the T&C and Fees & Limits at any time with an immediate effect or with effect from any date set forth unilaterally by BANCIBO and without the obligation of notification in the following cases:

- new services or features are introduced;
- changes are required to be made by applicable law or a decision of a regulatory authority;
- changes are favorable to the Cardholder;
- changes in the security requirements, including limits, correction of mistakes and errors;
- visual effects;
- structure of documents;
- contact information;
- working hours and days;
- links and references;
- titles and names of documents and procedures;
- identification information regarding BANCIBO.

28. PERSONAL DATA

28.1. BANCIBO is entitled to collect, store and process all personal data of the Cardholder for the following, but not limited to, purposes: performance of identification and due diligence requirements, monitoring of transactions; protection of rights and interests of BANCIBO and its customers; provision of services; analysis, risk management, planning, etc. BANCIBO may request, receive and process data from any sources. BANCIBO is entitled to keep all and any data as long as BANCIBO deems necessary.

28.2. To the need-to-know extent, data of the Cardholder may be disclosed to third parties, including outside of the European Union, that render services to BANCIBO in order for BANCIBO to be able to perform its obligations before its customers (including service of SMS messages), or with whom BANCIBO otherwise cooperates in securing its activities, performing its functions and protecting its rights.

28.3. In accordance with regulatory provisions BANCIBO may pass information on individuals and entities to appropriate registrars and authorities, including within the EU/EEA area as the case may be.

28.4. Cardholder is entitled upon written application to review their data in the possession of BANCIBO and

request amendments and corrections.

29. MISCELLANEOUS

29.1. Language. The T&C and Fees & Limits in the English language bear the legal power and shall prevail in all and any cases. Any translations are only for convenience purposes and do not have legal power. BANCIBO and the Cardholder shall communicate in English, unless agreed otherwise.

29.2. Governing law and jurisdiction. The T&C and relations regulated by these T&C shall be governed by and construed in all respects in accordance with the laws of the Czech Republic.

29.3. Force majeure. Either party shall not be liable for any delays or failure to perform its obligations under these T&C due to causes beyond its reasonable control. Such delays and failures include, but are not limited to an act of war, hostility, sabotage, act of God, fire, explosion, flood or other natural catastrophe, electrical, internet or telecommunication outage, governmental legislation, acts, orders, or regulation, strikes, actions of acquirers or payment schemes; other event outside the reasonable control of a party.

29.4. Severability. If any provision in the T&C is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of the T&C shall not be impaired or affected in any way.

29.5. Assignment. BANCIBO may assign its rights and obligation under the T&C, as well as claims against the Cardholder to any third party. If BANCIBO does so, the Cardholder's rights will not be affected.

29.6. Headings. The headings in the T&C are for convenience only and shall not to be considered in connection with the interpretation or enforcement of the T&C.