



## Schedule 1 – Vivid Card Terms and Conditions

to the General Terms & Conditions of Vivid Money S.A.

Effective date: 22 January 2024

### 1. Definitions

1.1. In these Vivid Card Terms and Conditions, the following words and phrases have the meanings shown next to them:

“**Acquirer**” is the Merchant’s acquirer used by the Merchant for the purposes of receiving payments arising from transactions using the Vivid Card.

“**ATM**” means automatic teller machine;

“**Business day**” means a day between and including Monday to Friday, between 9am and 5pm (Luxembourg time) except for public holidays in Luxembourg;

“**Card**” or “**Vivid Card**” means your Visa debit card issued by Vivid to you either as a Retail Customer or to an Authorised Cardholder on your behalf as a Business Customer, as applicable;

“**Card Scheme**” means Visa;

“**CVV**” means the three digit card verification value. Depending on your Card, it may be printed on your Card or be visible only in your Vivid App or Web.

“**EEA**” means the European Economic Area;

“**Fees**” means a variety of charges that can be raised for applying for and ongoing use of the Vivid Card;

“**General T&Cs**” means the framework agreement which sets out the terms governing the Vivid Payment Services;

“**Vivid Card**” means a card with the features set out in Vivid General T&Cs and Vivid Card Terms and Conditions;

“**Merchant**” means a retailer or other merchant of goods and/or services which accepts payment by means of a Vivid Card, card number, PIN or card and signature;

“**PIN**” means personal identification number as associated with the Vivid Card;

“**Year**” means the 12 month period following the date when the Vivid Card is issued to you and each subsequent 12 month period.

“**User**”, “**you**” or “**your**” means the person who has received the Vivid Card and is authorized to use the Vivid Card as provided for in this agreement;

The other definitions used in the General T&Cs also apply to these Vivid Card Terms and Conditions.

## **2. Description and Attributes of the Vivid Card**

2.1. The Vivid Card is a debit product which can be used to pay for goods and services at both online or offline merchants that accept the Vivid Cards, as well as for ATM withdrawals.

2.2. You may order one or more physical Cards and/or one or more virtual Cards, with an option to choose their design where possible. You may also have the option to personalise the Card in the Vivid App. You may not design the Card with prohibited content. Prohibited content includes, but is not limited to, content that violates the personal or intellectual property rights of others, is defamatory, insulting, political, racist, religious, glorifying violence, pornographic or sexist, or otherwise violates the rights of Vivid and/or its contractual partners (“**Prohibited Content**”). In case of Prohibited Content being used to personalise your Card, Vivid has the right to refuse the production of a Card designed by you. If a Card with Prohibited Content is nevertheless produced, we may block this card at any time; you are obliged to return such a Card to us.

2.3. Certain Transaction Limits may be applied by Vivid to your Vivid Card or Vivid Account in accordance with Clause 16 of the General T&Cs.

2.4. We will charge you Fees for the user of the Vivid Card according to Schedule 2 (Our Fees for Retail Customers) or Schedule 3 (Our Fees for Business Customers) to the General T&Cs.

2.5. When you receive your Vivid Card, you must use the Vivid App or Web to activate the Vivid Card.

## **3. Using the Card**

3.1. ATM Withdrawal.

- a. You can use your Vivid Card to withdraw cash from an ATM. In such an event we will redeem Electronic Money in your Vivid Account and you will be provided with the equivalent amount of cash. You will need to follow the instructions on the ATM machine to perform the ATM Withdrawal. This may involve entering your Card PIN.
- b. Each ATM Withdrawal will be subject to the fee set out in the Schedule 2 (Our Fees for Retail Customers) or Schedule 3 (Our Fees for Business Customers), as applicable.
- c. If you choose to withdraw cash in a currency other than the currency for which you hold enough Electronic Money in your Vivid Account, then the ATM provider will determine the currency exchange rate and invoice additional fees which will be borne by you.

3.2. Card Purchase.

- a. You can use your Vivid Card to purchase goods and/or services from a merchant either online or at a point of sale terminal anywhere that accepts the payment cards of the relevant payment scheme. In such an event we will redeem Electronic Money in your Vivid Account and the merchant will be sent, less any fees charged by Vivid (acting as Card Issuer), the equivalent amount of money. You will need to follow the instructions on the relevant website or point of sale machine to perform the Card Purchase. This may involve you entering the details of Vivid Card (the card number, expiry date and CVV number) or your Card PIN.

- b. If you choose to be charged for your purchase in a currency other than Euro, the merchant or its payment service provider will determine the currency exchange rate and invoice additional fees which will be borne by you.

3.3. Each Vivid Card is linked to a related Account through which the Card Transactions are settled (the “**Card Account**”). You can choose in the Vivid App or Web which Vivid Account shall be linked as a Card Account. You may perform Card Transactions to the extent that your linked Card Account has a sufficient positive balance, provided however that we reserve the right to debit any other Vivid Account that you have if the Card Account has insufficient balance to settle the Card Transaction for any reason.

3.4. You must not make purchases that exceed the balance of funds available on the Vivid Account connected to the Vivid Card. Your balance will be reduced by the amount of each Card Transaction you make. If any Card Transaction takes you over your available funds or the Transaction Limits in force from time to time the transaction will be declined. If for whatever reason you perform a Card Transaction in excess of your available balance on the Account, provision of clause 12 of the General T&Cs will apply.

#### **4. Restrictions**

4.1. You must not use the Vivid Card for:

- a. transactions for cash (other than ATM withdrawal) including cash back, cash from a bank, money orders, or
- b. any Restricted Activities.

4.2. We may stop, suspend or restrict your Vivid Card or PIN on reasonable grounds relating to:

- a. the security of your Vivid Card, card number, CVV or PIN, and
- b. the suspected unauthorised or fraudulent use of your Vivid Card or PIN.

4.3. We will, if possible, inform you before stopping, suspending or restricting your Vivid Card or PIN that we intend to do so and the reasons for doing this. If we are unable to do so then we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures or it would be unlawful to do so.

4.4. We will not issue the Vivid Card under these Vivid Card Terms and Conditions to anyone under the age of 18 years old.

#### **5. Authorisation of Card Transactions**

5.1. You agree that any use of your Vivid Card or card details constitutes your authorisation and consent to a transaction.

5.2. You can stop a transaction after you have given your consent to the transaction, or once you have given your consent to the Merchant for a pre-authorised payment until the end of the business day preceding the day agreed upon for the transaction.

5.3. We may refuse a transaction if:

- a. a transaction might take you over your available funds on the connected Account; or
- b. a transaction might take you over any of your Transaction Limits; or
- c. technical issues prevent the transaction or use of the Vivid Card; or
- d. we reasonably believe that we need to do so to keep to the rules of the payment system under which your Vivid Card is issued,
- e. we reasonably believe that there are needs to do so to comply with any law, regulation or decision by a governmental authority (including courts) or as a matter of good practice, or
- f. otherwise in accordance with the General T&Cs, including without limitation Clause 8.3 of the General T&Cs.

## **6. Foreign Currency Transactions**

6.1. The Vivid Card can be used for transactions that are not in the currency of the Vivid Card ("**Foreign Currency**").

6.2. If you make a Foreign Currency transaction, the Vivid Account will be debited in Euro. A currency exchange will be performed by a third party, such as for example the Card Scheme, the acquirer or other participants in the Card Scheme. The currency exchange transaction will not be performed by Vivid. You will bear the costs of such currency conversion. Vivid is not responsible for the exchange rates used by such third parties. We may charge you a foreign currency transaction fee according to Schedule 2 (Our Fees for Retail Customers) or Schedule 3 (Our Fees for Business Customers), as applicable, in order to cover our additional expenses in processing such a transaction.

## **7. Checking Your Balance and Reviewing Transactions**

To check the available balance on your Vivid Card and review the transactions executed via your Vivid Card, you can log into the Vivid App or Web.

## **8. Liability**

8.1. You must always make sure that you:

- a. do not reveal your Vivid Card PIN and never write down your password(s), PIN or any security information, such as the CVV; and
- b. only release the Vivid Card, card number, CVV or PIN to make (or try to make) a transaction.

8.2. If your Vivid Card is lost or stolen or the security of your PIN or CVV is compromised or if you think your Vivid Card, card number or PIN may be misused, you must:

- a. without undue delay, block the Vivid Card within Vivid App or Web. You can also permanently cancel the Vivid Card via chat in the Vivid Application. If you do not have access to your Vivid App or Web, contact us without undue delay through your app or your other contact mechanisms so that we can block your Vivid Card and PIN or CVV; and

b. stop using the Vivid Card, card number or PIN or CVV immediately. If you find the Vivid Card after you have temporarily paused it, you can re-enable it in the Vivid App or Web or by reaching out to Vivid support and continue using it.

8.3. If your Vivid Card is lost or stolen, you can order a replacement through Vivid App or Web. We will charge a fee for replacement of the Vivid Cards as per the fee schedule of our General T&Cs.

8.4. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the Vivid Card. We are not liable for the failure of any Merchant to honour the Vivid Card.

8.5. If you are a Business Customer, you will be responsible for all Card Transactions performed by the Cardholders appointed by you. Accordingly, it is your responsibility to review and withdraw the Vivid Cards or impose limits on their use by such Cardholders from time to time, for example, if they are no longer associated with your business. Also, it is your responsibility to ensure that Cardholders follow any security instructions including in relation to the security of authentication and payment instruments.

## **9. When Your Vivid Card Expires**

9.1. The Vivid Card's expiry date is printed on the Vivid Card.

9.2. If you renew your Vivid Card the Vivid General T&Cs and the Vivid Card Terms and Conditions will continue to apply.

9.3. If you request that your Vivid Card is not renewed or do not request a replacement, you will not be able to use your Vivid Card after its expiry date.

9.4. If you choose a pricing plan that stipulates a number of Cards that is lower than the actual number of Cards you have, we reserve the right to disable and cancel the Cards that exceed that amount upon expiry of 2 months period from the selection of the relevant pricing plan.

## **10. Cancellation and Termination Rights**

10.1. If you change your mind about having the Vivid Card, you can cancel it at any time without additional charge.

10.2. A termination of the General T&Cs will result in a termination of these Vivid Card Terms and Conditions at the same time. Vivid may, however, choose to terminate your card, without effect to the General T&Cs or your Account.

10.3. Any annual or monthly fee charged on the card will be reimbursed pro rata. This does not apply to Business Customers, and to any issuance or shipping fees.

## **11. Ending these Vivid Card Terms and Conditions**

Vivid or the Customer may terminate Vivid Card Terms and Conditions together with the Vivid General Terms and Conditions. This Schedule cannot be terminated separately, however if you have no Cards, and no rights or obligations from previous Cards, it doesn't apply.

## **12. Payment Services Information**

12.1. This condition 12 only applies if the Acquirer is located within the European Economic Area (EEA).

12.2. We will ensure that a transaction you make is credited to the Acquirer, or that returned funds following redemption or cancellation are credited to your Account by the end of the Business Day following the day on which the transaction order is received by us it being understood that any instruction received by us after 2 pm on a Business Day or on a non Business Day is deemed received on the next Business Day.

12.3. If you use your Vivid Card or provide your Vivid Card details to a Merchant to make a transaction before you know the amount which is going to be charged to your Vivid Card, we will not block funds on your Vivid Card unless you authorise the exact amount to be blocked. This could be the case for payments you make at hotels for example. We shall release any blocked funds without undue delay as soon as we are aware of the exact amount of the payment transaction and immediately after receipt of the relevant payment order, subject to the applicable rules of the Card Scheme.

12.4. On receipt of such a request under Clause 12.3, we may require you to provide us with the information to ascertain whether the conditions in Clause 12.3 have been met. Within 10 business days of receiving a request from you under Clause 12.3 or of receiving any additional information required under this paragraph, we will provide a refund or justify why we are refusing the request.

12.5. We are liable for the correct execution of the Card Transaction unless we can prove that it was received by the Acquirer, in which case the Acquirer is liable to the Merchant. You may request that we make immediate efforts to trace an incorrectly executed transaction and notify you of the outcome.

12.6. When a Merchant initiates a transaction it is the Acquirer which is liable for the correct transmission of the relevant details to us. If the Acquirer can prove that it is not responsible for a transaction which has failed or has been incorrectly executed, we will be responsible to you.

12.7. We reserve the right to reverse or charge back any transaction performed via the Vivid Card.

12.8. You agree to be bound by all Card Scheme rules.