



confidential

GREENWAY MOBILITY COMMERCIAL CREDIT CARD CARD TERMS AND CONDITIONS

Version: 05.07.2024

This agreement (“**Terms**”) sets out the terms and conditions relating to the use of the Card issued by Enfuze License Services Ltd and constitutes a binding agreement between you and us. “**You**” and “**your**” means the Account Owner, as defined below.

The Card is issued by Enfuze License Services Ltd (“**Enfuze**”, “**we**”, “**our**” or “**us**”). We are authorised and supervised by the Finnish Financial Supervisory Authority as an electronic money institution and are authorised to issue card payment instruments connected to the Card Scheme (as defined below) network.

The Card is provided to you in collaboration with Greenway SAS (see below for further details) which is referred to in these Terms as “**Greenway**”. The role of Greenway is explained in more detail in Clause 3.

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

Card Program Description

Type of Card:	Commercial Physical, virtual and tokenized (i.e. digital wallet card)
Type of funding:	Credit: The Card is a credit card and all use is limited to the amount of the credit line on the Card and any other limits referred to in these Terms. The credit facility is provided by the Credit Provider mentioned below and arranged for you by Greenway, and is solely between you and the Credit Provider. Any such credit line is regulated by an agreement entered into by you directly with the Credit Provider. For the avoidance of doubt, we are not a party to any credit agreement and we do not extend credit in respect of the Card.
Card Scheme:	Mastercard
Denominated Currency:	EUR
Issuer:	Enfuze License Services Ltd, a company incorporated in Finland with registered address Metsänneidonkuja 12, 02130 Espoo, Finland, email issuing.support@enfuce.com . Enfuze is registered in the Finnish Trader Register under number 2992502-3 and is authorised as an electronic money and payment institution. Enfuze is supervised by the Finnish Financial Supervisory Authority, Snellmaninkatu 6, 00101 Helsinki, tel. 09 183 51, finanssivalvonta(at)finanssivalvonta.fi.
Greenway:	Greenway SAS business identity code 978 860 062, a company incorporated in France with its principal office at 5 Rue Pleyel, 93200 Saint-Denis, France. Email address: hello@greenway.care

Credit Provider:	<p>ABN AMRO Asset Based Finance N.V. France RCS de Nanterre 880 131 602. 39. rue Anatole France 92532 Levallois-Perret</p> <p>DEFACTO SAS 50 rue de Rochechouart, 75009, Paris RCS: 899 270 979 R.C.S. Paris</p> <p>Or any other Credit Provider arranged for you for the Cards and approved by Enfuce.</p>
User Interface:	<p>Website www.greenway.care and mobile application</p> <p>The User Interface enables:</p> <ul style="list-style-type: none"> • ordering and administration of Cards; • activation, viewing Transactions, viewing the Available Balance, blocking and unblocking of Cards and raising queries with Customer Services in relation to the use of the Cards and/or Available Balance
Unused Card limit:	A Card may be blocked or terminated if it remains dormant, i.e. unused for a period of twelve (12) consecutive months.
Transaction limits:	As set out in the Schedule.
Card use:	<p>Mobile/e-commerce: Yes</p> <p>ATM withdrawals: Yes</p> <p>Balance transfers: No</p> <p>Territory of use: Worldwide</p> <p>Restriction on use: Please also see restricted high-risk merchant categories in the Schedule.</p>

You must agree and comply with these Terms in order to use the Card. You will be asked to confirm your acceptance of these Terms when you apply for a Card. If you do not agree to these Terms, we will not be able to complete your Card application and/or activate any Card. These Terms in force at the time of your application will be displayed on the User Interface.

These Terms create a legally binding agreement between you and us. By confirming your agreement to these Terms on behalf of the corporate entity or organisation you represent, i.e. the Account Owner, you confirm that you have appropriate authority to enter into a legally binding agreement. Please note that Greenway is not a party to this agreement and your relationship with Greenway is governed by a separate agreement, referred to in these Terms as the Greenway Agreement.

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

1. Definitions and Interpretation

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

“**Account Owner**” means you, the entity or organisation to whom the Cards are issued, who owns the available funds on the Cards, and who is entitled to permit Card Users to use the Cards.

“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 use of the Card.

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

“Available Balance” means in respect of each Card the amount of credit made available by the Credit Provider for use on each Card, always 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 each of the types of payment instruments specified in the Card Program Description above, such as physical cards, virtual cards or tokenised (electronic wallet) cards, issued to you by us in the Denominated Currency. References to a Card include all Security Details related to such Card.

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

“Card User” means an individual to whom a Card is supplied and who is validly authorised by you to use and to utilise funds on a Card on your behalf.

“Credit Provider” means the entity identified as such in the Card Program Description or any other entity who provides you with a credit facility for the cards, and with whom you enter into a credit agreement for this purpose.

“Customer Services” means the support provided by Greenway 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.

“Personal Data” means any personal identity details relating to any application for a Card and the use of the Card including (but not limited to) the following details pertaining to Card Users: name, date of birth, home address, email address and telephone (landline and/or mobile) number and may include Security Details. Full details of the Personal Data which we process are set out in our Privacy Policy (<https://enfuze.com/privacy-and-data-protection/>).

“PIN” or **“PIN Code”** means the personal identification number used to authorise Transactions made using the Card.

“POS” means a point of sale terminal.

“Greenway Agreement” means any agreement between you and Greenway in relation to the Card Program, including any terms of use of the User Interface and any terms applicable to any additional services provided to you by Greenway.

“Regulatory Authority” means as the context requires, any Card Scheme and/or any regulator or agency having jurisdiction over us or Greenway 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 a Card and the Card use, for example Card Users’ personal details or passwords, card PIN, Card number (including three digits CVV number), its expiry date or password associated with your and/or any Card User account on the User Interface.

“Transaction” means use of a Card to (i) make a payment, or a purchase of goods or services from a merchant over the internet, by phone or mail order or (ii) withdraw cash from an ATM or bank, where permitted.

“User Interface” means the website, subsites or mobile applications provided to you by Greenway pursuant to and subject to Greenway Agreement where you and Card Users may perform certain

operations in relation to the Cards, as specified in the Card Program Description. "User Interface" includes any subsites available only to your administrative users authorised to order and administer the Cards, as well as the Card User interfaces.

2. Eligibility and other checks

- 2.1 An application for a Card may be subject to certain eligibility and other checks carried out by Greenway on our behalf, for example, to verify the details of the Account Owner organisation and/or whether the proposed Card User meets any Card eligibility criteria agreed by you and Greenway. We reserve the right to carry out eligibility and other relevant checks in respect of any Card Users. You agree to provide all information and documentation requested by Greenway. Please note that Greenway may engage third parties to verify certain information, for example, credit reference agencies.
- 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 any such information, sanctions that may affect you or any Card User, or if the use of any Card could become illegal for any other reason.
- 2.3 We (and Greenway on our behalf) reserve the right to carry out additional checks (including in respect of any Card Users) after any Card has been issued and/or activated, for example before we process any Transaction.
- 2.4 If you fail to provide the information or documentation requested by Greenway or us, we may be unable to issue the Card(s) and/or process any Transactions, or even suspend all or some of the Cards and ultimately terminate this agreement with you.
- 2.5 It is your responsibility, and you warrant and represent to us on an ongoing basis that you have provided appropriate notifications, and if required under Applicable Laws, you have obtained all necessary consents from the Card Users for the purpose of passing on any information about such Card Users to us.
- 2.6 All Card applications and activations are at our discretion and we may refuse to accept your request.

3. Our role and the role of Greenway

- 3.1 We are the issuer of the Card, and we handle all Transactions executed using the Card.
- 3.2 The Card Program is provided to you in collaboration with Greenway, who provides you with the User Interface, accepts and processes Card applications on our behalf, provides Customer Services and performs certain activities related to the administration and management of the Card Program on our behalf.
- 3.3 Greenway also arranges a Credit Provider who provides you with the credit line, under a direct agreement between you the Credit Provider. We are not a party to any such credit agreement and we are not responsible for extending credit in connection with the Card.
- 3.4 Greenway is your primary point of contact and if you or any Card Users have any questions or issues related to the use of the Cards, you and Card Users should contact Greenway via Customer Services.
- 3.5 Greenway is authorised to collect and pass on to us all information, communications and instructions submitted by you or any Card User, for example, the Card application or requests made via Customer Services.
- 3.6 We may exercise our rights under these Terms via Greenway and to this limited extent, references to "us", "we" or "ours" will be interpreted as references to Greenway.

4. General information about the Card

- 4.1 The Card is a payment instrument, allowing for immediate payment, which can be used to pay for goods and services at places that accept cards branded by the Card Scheme.
- 4.2 The Card remains our property and must be returned to us or destroyed on our request.
- 4.3 The use of the Card is personal to the Card User. Card Users cannot assign their rights to use their Cards to someone else, and are strictly prohibited from allowing any third party to use their Cards.
- 4.4 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.
- 4.5 The Cards will require a credit facility to be used on each Card, as provided or arranged for you by Greenway. We are not responsible for any credit facility that has not been made available and we do not provide services for extending credit in respect of the Card.
- 4.6 Information regarding Available Balance, Transactions and the methods of funding the Card can be found in the User Interface and Greenway Agreement.

5. Activation and use of the Card

- 5.1 A physical Card must be activated by Card User within the notified time. An activation procedure will be provided with the Card.
- 5.2 Each Card expires on the date stated on the Card and it cannot be used after it has expired.
- 5.3 A Card can only be used if it has sufficient Available Balance to complete a Transaction and any associated fees. If the Available Balance is insufficient to pay for a Transaction (including any applicable fees) the Transaction will be declined. The amount of each Transaction and any associated fees will be deducted from the Available Balance.
- 5.4 The Credit Provider arranged by Greenway may charge interest on any sums drawn down on the Available Balance as a result of a Transaction and Fees being deducted. Such interest will be charged to the Card, reducing the Available Balance. Please refer to the credit agreement with the Credit Provider for further details about how interest will apply to your Cards and how credit repayments should be made to the Credit Provider.
- 5.5 The fees specified in the Schedule will be deducted from the Available Balance. If, for whatever reason, we are unable to charge any fees or other sums due to us to your Cards, you agree to make the payment as soon as possible following receipt of a payment request from us or Greenway.
- 5.6 The Program Description and the provisions of the Schedule specify any restrictions and limits that apply to the use of the Cards.
- 5.7 You agree to accept a credit to a Card (i.e. an increase in the Available Balance) if you or any Card User is entitled to a refund for any reason.
- 5.8 We are not responsible for ensuring that all merchants, POS and ATMs will accept the Card (whether physical Card or tokenized via a digital wallet).
- 5.9 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.
- 5.10 Certain merchants may 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. In this case, if there is no sufficient

Available Balance, the request for pre-authorisation may be denied. For these kinds of services, Card Users should ensure their Cards have adequate Available Balance to meet the amount required by the pre-authorisation.

- 5.11 We do not recommend using the Card as a guarantee of future payment, for example as a deposit, as in these situations merchants may estimate the final bill and this estimated amount will be temporarily unavailable to spend on the Card.
- 5.12 If a merchant agrees to a refund to a Card (if the Card was used to make the Transaction), the merchant may process the refund via a POS. Amounts credited to the Card as refunds from merchants will increase the Available Balance on the Card when we receive a confirmation from the Card Scheme that a merchant refund was processed. 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 and returned to the merchant. Loading fees may apply to refunds processed via POS, if such fees are specified in the Schedule.
- 5.13 You must ensure that any Transactions your Card Users make using the Cards do not contravene any Applicable Law and that they will at all times comply with all Applicable Laws in relation to the use of the Cards.
- 5.14 Your Card Users' ability to use or access the Card may occasionally be interrupted, for example, if we need to carry out maintenance on our systems or if the Card Scheme is experiencing issues with the processing of Transactions. You or Card Users should notify Customer Service of any problems experienced using the Card or report the issue via the User Interface and we will do our best to resolve these as soon as possible.
- 5.15 You or Card Users may request to have the Card blocked or unblocked by contacting Customer Services or using the User Interface. Blocking a Card will not satisfy your Card Users' obligation to inform us of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the Security Details. Please see clause 5 for further details on what to do in these circumstances.
- 5.16 You will be liable for all use of the Cards and for all acts and omissions of Card Users. You warrant, represent and undertake that you will ensure that all Card Users are made aware of the content of these Terms and understand the obligations regarding the use of the Cards.

6. Digital wallets

- 6.1 This clause 6 applies if a digital wallet (for example Apple Pay and Google Pay) is enabled for the Cards as part of the Card Program.
- 6.2 The use of a digital wallet is subject to the terms and conditions of the digital wallet provider, which will be provided to Card Users when they activate a digital wallet on their device. We are not responsible for the terms of use of the digital wallets.
- 6.3 To use a Card in a digital wallet, or to remove it from the digital wallet, Card Users should follow the instructions of the wallet provider. Some digital wallet providers may restrict the use of certain cards or limit the number of cards added. Please note that the functionality of the wallet is not our responsibility, and all questions about the use of the wallets should be directed to the relevant wallet provider.
- 6.4 Card Transactions using a digital wallet can be made with merchants who accept the specific digital wallet.
- 6.5 If the device where a digital wallet storing a Card is enabled is lost or stolen, Card Users must inform us immediately and treat the incident as if the Card has been lost or stolen. Before the device is sold or disposed of, the Card must be removed from the wallet.

6.6 Card Users should be alert to any messages notifying them about a Card having been added to a digital wallet and inform Customer Services immediately if they suspect fraud.

6.7 The use of a Card in a digital wallet may be suspended by us in certain exceptional situations, to protect the security of the Card. If a Card expires or is terminated, Card Users will no longer be able to use their Cards in the wallet.

7. Card Security

7.1 Card Users must sign the back of the physical Cards as soon as they receive the Cards.

7.2 Card Users should treat the Card like cash. If a third party gains access to a Card and/or the Security Details, you may lose some or all of your money on the Card, in the same way as if you lost cash.

7.3 The Card and its Security Details (including the PIN) must be kept safe by taking appropriate measures, including, but not limited to, the following:

- (a) never allowing anyone else to use the Card and never sharing the PIN or other Security Details with anyone;
- (b) not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
- (c) not interfering with any magnetic stripe or integrated circuit (i.e. chip) on the Card;
- (d) complying with any instructions we or Greenway give about keeping the Card and the Security Details safe and secure;
- (e) using only secure internet sites and trusted merchants for making Transactions;
- (f) choosing strong passwords that mix alpha and numeric characters when managing the Card via the User Interface;
- (g) checking ATMs for signs of tampering, e.g. false fronts, before use;
- (h) shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
- (i) reporting loss, thefts or misappropriation 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.

7.4 Card Users 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 a Card User to reveal a PIN, they should refuse to do so and report the incident to Customer Services.

7.5 PIN may be disabled if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the PIN is disabled, Card Users should visit the User Interface or contact Customer Services to reactivate the PIN. There may be a twenty-four (24) hour delay in reactivating the PIN.

7.6 Card Users must not under any circumstances send active and/or loaded Card to Us, Greenway or any third party, by post or any other unsecure delivery method.

8. Authorising Transactions

8.1 Card Users will need to authorise each Transaction so that we can check it is genuine. For POS Transactions using physical Card, Card Users may be asked to authorise them by, where applicable: a) typing the PIN, into a POS terminal (i.e. chip and PIN payment terminal); or b) signing a sales voucher. Transactions up to €50 may be authorised simply by tapping the physical Card (or mobile device, if an electronic wallet is enabled for the 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.

- 8.2 When Card Users use Cards to make online purchases at €30 or more, in addition to providing the Card details, they will be asked to confirm their identity. Depending on the authentication technology used, they may be asked to authenticate the Transaction by: (i) something they know, for example, a password; (ii) something they have, for example, a passcode sent to their mobile phone, a card reader or other device generating a one-time passcode; and (iii) something they are, for example using a fingerprint scanner, face recognition or other authentication methods that enable verifying that it is the Card User who is authorising the Transaction. A technology called 3D Secure is often used by merchants to facilitate such secure online authentication, and some technologies will enable Card Users to use the User Interface as part of the Transaction authorisation process. Please note that we are not responsible for any such authentication technologies and we cannot be held liable for anything related to the use of such technologies.
- 8.3 Once a Transaction has been authorised by a Card Users, it cannot be cancelled and the time of receipt of a Transaction order is when we receive Card Users authorisation.

9. Loss, theft and misuse of cards

- 9.1 If a 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, the Card User must stop using the Card and notify Customer Services directly (and block your Card via the User Interface, if such functionality is available). The Card User must do this as soon they become aware of the loss, theft, misappropriation or unauthorised use of the Card or Security Details. Unless already blocked by via the User Interface, the Card will be suspended to avoid further losses.
- 9.2 The Card User will be required to confirm details of the loss, theft or misuse to us in writing and you and the Card User may be asked to assist Us, our agents or the police if the Card is stolen or we suspect the Card is being misused.
- 9.3 Replacement Cards will be sent to the address most recently provided to us as the Card delivery address and may be subject to a fee as set out in the Schedule.
- 9.4 If any reported lost Card is subsequently found it must not be used unless you contact Customer Services first and obtain approval.

10. Unauthorised and disputed Transactions

- 10.1 You or the relevant Card User must notify Customer Service **as soon as you/they become aware (and not later than within 24 hours)** of a Transaction that has not been authorised by the Card User in accordance with clause 8.1 above, or if you or the Card User believe that we have incorrectly executed a Transaction. We must be notified not later than thirty (30) days from the date when such Transaction affected the Available Balance on the Card.
- 10.2 We will investigate the circumstances leading to the unauthorised or incorrectly executed Transaction. We may ask you and/or the relevant Card user to provide us with supporting information and documentation to help us with our investigation and you agree to cooperate with us and procure that the relevant Card User cooperates with us.
- 10.3 Subject to the remaining provisions of this clause 10, we will refund the amount of the Transaction (and any applicable fees and interest) and restore the Available Balance to the level it would have been had the Transaction not taken place by the next Business Day after we become aware of an unauthorised or incorrectly executed Transaction, unless we have reasonable grounds for suspecting fraud.

- 10.4 You will not be entitled to a refund in respect of an unauthorised or incorrectly executed Transaction if:
- (a) You or the relevant Card User did not notify Customer Service in accordance with Clause 10.1
 - (b) the unauthorised Transaction is a result of: (i) fraud committed by you or the Card User; or (ii) the Card User's intentional or grossly negligent failure to comply with the security requirements in relation to the Card (as specified in clause 7 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.

- 10.5 If the unauthorised Transaction is a result of a lost, stolen or misappropriated (i.e. used by someone else) Card or Security Details, you will be liable for all of the costs of the unauthorised Transaction.
- 10.6 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.
- 10.7 If we have correctly processed a Transaction properly authorised by the Card User but you or the Card User decide to challenge the Transaction and request a refund, the Card User 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 the dispute is successful, the Card Scheme may issue a chargeback to the 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 the Card.
- 10.8 If we refund or credit any chargeback to a Card in error, we will be entitled to claim the relevant amount back from the Card by deducting it from the Available Balance.

11. Liability

- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with these Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 11.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for our fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.
- 11.4 We will not be liable for:
- (a) any matters arising from or in connection with your relationship with Greenway (including in respect of Greenway Agreement) and/or any third party engaged by Greenway in connection with the Card Program (including the Credit Provider), or any loss or damage caused by any other third parties;
 - (b) any disputes concerning the quality of goods or services purchased from any merchant that accepted a Card or for any additional fees charged by the operator of POS or ATM terminals (e.g. when a Card User is offered dynamic currency conversion at a point of sale)
 - (c) loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of data or information, loss or damage to goodwill and for any indirect or consequential losses;
 - (d) loss or damage not caused by our breach of these Terms or Applicable Laws;

- (e) loss or damage caused by events outside of our (or our agents' or subcontractors') control which we could not have avoided (for example war or industrial action);
- (f) loss or damage caused by your or a Card User's breach of these Terms or any Applicable Laws;
- (g) loss or damage caused by any goods or services purchased using a Card, if any merchant refuses to accept a Card or if any ATM or other cash withdrawal services provider refuses to accept the Card; or
- (h) was caused by a declined Transaction due to insufficient Available Balance to cover the Transaction amount and any applicable fees.

11.5 Subject to Clause 10.3 (refunds for unauthorised Transactions) and Clause 11.3 (liability which is not excluded or limited), if we are found to be liable to you, our total aggregate liability to you under or in connection with this agreement will not exceed EUR 10,000.

11.6 You must notify us of your intention to make a claim against us within 6 months from the date of the event giving rise to your claim. If you fail to notify us, and subject to Clause 11.3, we will have no liability to you in respect of such event.

11.7 You will indemnify us on demand and in full for any loss or damage we suffer (including any expenses and costs incurred by us, such as legal fees) as a result of your breach of these Terms, if we have to enforce any provisions of these Terms against you (for example if you fail to pay us any sums due to us), or if you or your Card Users are fraudulent in the use of the Cards. You will remain liable even after this agreement is terminated.

11.8 If a Card is faulty or damaged because of something we have done, our liability will be limited to an obligation to replace the Card and pay for the postage fees without charging you the replacement fee. The defective Card must be returned to us in that condition by registered post.

12. Our suspension rights

12.1 We have the right to refuse to process a Transaction and/or suspend any or all Cards (as applicable) in exceptional circumstances such as:

- (a) we suspect the security of a Card has been compromised in any way or that the Card, PIN or any other Security Details have been, or are likely to be, misused;
- (b) if we have good reason to suspect that you or the relevant Card User are behaving fraudulently, are involved in any unlawful or illegal activity (for example money laundering or terrorist financing), or are using the Card for any other unlawful purpose;
- (c) 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;
- (d) your or the relevant Card User's access to the User Interface has been suspended or terminated, or if your Greenway Agreement is terminated;
- (e) if you or the relevant Card User commits a serious breach of these Terms (serious breach includes repeated breaches);
- (f) 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);
- (g) if any information provided to us by you or the relevant Card User is false or incomplete, or if you or the relevant Card User fails to provide us with information that we reasonably request from you;
- (h) if we have asked you to pay us money you owe us under these Terms and you have failed to do so despite being reminded;

- (i) you suffer an Insolvency Event or you cease to carry on your business;
- (j) there is a significant risk that you will be unable to fulfill your payment obligations towards the Credit Provider;
- (k) your agreement with the Credit Provider for the provision of credit as the source of funding for your Card is suspended or terminated for any reason;
- (l) the Card was not activated within the notified activation period; or
- (m) the relevant Card User does not access their Card for the period of time specified in the Card Program Description as "Unused Card limit".

12.2 If possible and appropriate in the circumstances, we or Greenway will notify you before your Card is suspended. We will only re-activate a suspended Card if we are satisfied that the reason(s) for suspension is/are no longer applicable. If we reasonably believe that the reasons for suspension cannot be rectified, we will have the right to cancel the affected Card.

13. Termination

13.1 These Terms may be terminated at any time by you by sending at least thirty (30) days' written notice to Customer Services.

13.2 We can terminate these Terms at any time and without giving you a reason by sending you at least thirty (30) days' written notice, which will normally be delivered to you by Greenway.

13.3 We can also terminate these Terms on shorter notice if we consider it appropriate in the exceptional circumstances listed in clause 12, and where suspension of a specific Card account is not sufficient to remedy the circumstances. We or Greenway on our behalf will notify you about the reasons why we decided to terminate these Terms.

13.4 Termination of these Terms will mean that all Cards are cancelled.

13.5 Once a Card has been cancelled, expired or if it is found after it has been reported as lost or stolen, the relevant Card User must destroy it by cutting it in two through the magnetic strip and chip.

14. Data Protection

14.1 We are the Data Controller of all Personal Data associated with the application for and use of the Cards and will collect certain information about the purchaser and the users of the Cards in order to operate the Card Program. The provision of Card Users' Personal Data and our processing of that data is necessary for us to carry out our obligations under these Terms. If you or the relevant Card Users fail to provide the Personal Data which we request, we may be unable to continue to provide our services to you or the relevant Card User and may refuse to accept a Card application or activation, or even take steps to terminate these Terms.

14.2 We will manage and protect your and/or the Card User Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about 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 on the following website: <https://enfuze.com/privacy-and-data-protection/>.

15. Amendments to these Terms

15.1 If we need to make any changes to these Terms, we will ask Greenway to notify you of the new Terms, or will contact you directly, at least thirty (30) days before we implement the changes. In exceptional circumstances, where it is impossible for us to give you at least thirty (30) days notice in advance (for example if there are urgent legislative changes, or changes required by the Card

Scheme), 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 accepted these Terms, 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. You will not be charged anything for terminating this agreement in these circumstances.

16. General

- 16.1 By accepting these Terms, you consent to and agree that this agreement and all information and notices relating to the services provided to you under this agreement are in the English language.
- 16.2 The English language version of these Terms will prevail over any other language version which we may issue from time to time.
- 16.3 All notices and communications between you and us will be in English. If we need to notify you of anything, we will normally communicate with you via Greenway. We may also use your email address or home address to send you any notifications or communications. You should send all notices or communications via User Interface or contact the Customer Services in the first instance. If you need to send a notice or communication to us directly, you can do so by email at complaints@enfuce.com.
- 16.4 You are not allowed to transfer your rights or obligations under these Terms to anyone without our prior written consent. We may transfer our rights and obligations under these Terms to another business within our group of companies without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- 16.5 Nothing in these Terms will be interpreted as giving any third party any benefits or rights, including the right to enforce these Terms.
- 16.6 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.
- 16.7 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.
- 16.8 These Terms set out the entire agreement between us.
- 16.9 This agreement is between you and us and nobody else has any rights to rely on or enforce any of these Terms.
- 16.10 These Terms supersede (i.e. replace) any previous agreements between us in respect of the Cards, including any written or oral agreements relating to the subject matter of these Terms.

17. Complaints

- 17.1 The Card program is managed by Greenway. Should you wish to contact us or complain about any aspect of our service please contact Customer Services.
- 17.2 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.



confidential

17.3 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. Law and Jurisdiction

18.1 These Terms and any disputes, which arise under it, will be exclusively governed and construed in accordance with the laws of Finland and subject to the exclusive jurisdiction of the Helsinki District courts.



SCHEDULE

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

1. CUSTOMER SERVICES

The Customer Service can be contacted via the methods below:

- a. By telephone +33183644487 on working days between 9am - 6pm CET, Monday - Friday
- b. By e-mail: support@greenway.care
- c. On the User Interface: <https://app.greenway.care>

Please note that we and Greenway 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 purposes.

2. TRANSACTION FEES

All payments made using your Card will 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 will be converted at the Card Scheme conversion rate.

You accept and agree that Article 4 of Regulation (EU) 2021/1230 of the European parliament and of the Council of 14 July 2021 on cross-border payments in the Union (as amended) shall not apply.

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 transactions	Exchange	Additional fee on FX transactions	No fee
----------------------	----------	-----------------------------------	--------

⁽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)	No fee
Transaction Fees and usage	
ATM withdrawal (exclusive of ATM operator fees)	3% per withdrawal
Miscellaneous Fees	

Card Replacement Fee (where card is lost, stolen, misappropriated, subjected to unauthorised use or for any other reason)	EUR 9.90 per card
Recurring Fees	
Monthly fee*	A maximum of EUR 7.00 pr card per month**

* The Monthly fee will be charged even if the Card is inactive (i.e. it has not been used) or the Card has expired, as long as there is a balance on the Card.

** The Monthly fee applicable to your Card will be provided when you sign up on the User Interface.

Please note that applicable taxes or other government charges or levies may be added to the above Fees.

WEB SERVICES FEES

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

CHARGEBACK FEES

Refund handling fee	Fee applicable only if chargeback / No fee refund request is not valid
---------------------	--

3. CARD LIMITS

The maximum Card limits (balance, spend and withdrawals) will be agreed between the Account Owner and Greenway during Account Owner onboarding by Greenway and will be available in the User Interface. Account Owner administrative users will be able to lower the card limits for any specific Card via User Interface, and such adjusted Card-specific limits will be available to the Card Users via the User Interface.

4. RESTRICTED MERCHANT CATEGORIES

Transactions at the following merchant categories will be declined automatically:

4829 - Money orders and wire transfers

6012 - Financial Institutions – Merchandise and Services

6051 Non-Financial Institutions – Foreign Currency, Money Orders (not wire transfer) and Travellers Cheques

6211 - Securities—Brokers/Dealers

6540 - POI Funding Transactions (Excluding MoneySend)

7273 - Dating and escort services

7995 - Gambling



confidential

7800 - Government-Owned Lotteries

7801 - Government Licensed Casinos (Online Gambling)

7802 - Government Licensed Horse/Dog Racing