

Terms of Use for givve® Card Holders

This document is a non-binding translation. Please find the legally binding document [here](#)

The present Terms of Use shall govern the legal relationship between the client (hereinafter “Company”) and the person to whom the Company provides the givve® Card for use (hereinafter “you” or “Card Holder”). By using the Card, Card Holder accepts the present Terms of Use with respect to the Company.

§ 1 General Provisions

(1) Subject Matter: The present Terms of Use shall govern your rights and obligations as Card Holder when using the givve® MasterCard® prepaid card (hereinafter referred to as “Card”).

(2) Parties: The Terms of Use shall apply between you as the Card Holder and the Company, which provides you with the Card. In their scope of application, the Terms of Use take precedence over any other contractual provisions. However, any further contractual provisions between you and the Company shall remain unaffected.

(3) Authorized third parties: The Card is issued by the electronic money institution DiPocket UAB (hereinafter “Issuer”). The Card program is managed by PL Gutscheinsysteme GmbH (hereinafter “Program Operator”). The name, legal form and address of the Issuer are available at <https://givve.com/de/rechtshinweis-emittent>. Issuer and Program Operator shall not be parties to these Terms of Use.

§ 2 Use of the Card and Permitted Use

(1) Ownership in the Cards: The Card remains property of the Program Operator. It is not transferable. Apart from what is expressly stated in these Terms of Use, you shall not acquire any further rights to a Card.

(2) Authority to dispose of credit balance: The Company shall decide on ordering, providing and topping up the Card. The Company grants you, as the Card Holder, the exclusive and unrestricted authority to dispose of any Card balance during the

Card’s validity and in accordance with these Terms of Use. You shall not be entitled to any monetary compensation for your Card balance. If Cards are not renewed, you shall not be entitled to use such Cards or have the respective balance paid out by the Issuer or the Program Operator once the Card’s validity has expired.

(3) Basic Purpose: The Card is a prepaid card/credit card that may be topped up by the Company and may only be used by you as authorized Card Holder in accordance with the present Terms of Use. You can use the Card balance to pay for goods and/or services. For more information on the Card program, the Cards and their purpose, please see <https://givve.com/de/> at any time.

(4) If the givve® Card is provided to you to grant benefits in kind, restrictions shall apply in accordance with the below subparagraphs (a) and (b).

(a) With a givve® Card, Card Holder can only purchase goods and services. The givve® Card cannot be used to purchase foreign currencies, crypto currencies and other monetary surrogates. The givve® Card does not support cash withdrawal. Neither can the Card Holder use the givve® Card to transfer any given amounts. The givve® Card is not linked to any IBAN. Participation in general payment transactions is therefore not feasible with the givve® Card. The givve® Card cannot be stated and used as general payment instrument.

(b) Moreover, the givve® Card is technically set up according to the Customer’s specifications so that it can only be used to purchase goods or services from an area of the following three basic types of restrictions:

- The givve® Card can only be used at acceptance points that are located in a specific region of Germany.
- The givve® Card can only be used at national acceptance points of a group of retailers with a uniform market presence.

- The givve® Card can only be used at a retailer's acceptance points for its own product range.

The givve® Card can only be topped up once its use options have been restricted accordingly.

In the credit portal you can see in which area you can use the givve® Card provided to you. You acknowledge to exclusively use the givve® Card in this area. The Company shall be free to let you choose that area. Any change of area – provided that the Issuer/Program Operator meets the respective technical requirements – is only possible if the Card provides a maximum balance of EUR 1.

(5) Functional restrictions: Any cash withdrawal shall be excluded. The Issuer also reserves the right to further restrict the usability of the Card.

(6) Credit balance:

(a) You may only use the amount the Card has been topped up with. Debit balances on the Card shall not be permissible.

(b) It is the Issuer's responsibility to define the maximum credit amount per Card, the maximum topping up amount per topping up transaction, the maximum topping up frequency and the maximum number of transactions within a certain period of time at its own discretion and to change said features at any time. The Company will inform you in a timely manner about the current topping up amounts, the topping up frequency and the maximum number of transactions.

(7) Validity: The Card shall be valid until the end of the month printed on your Card. Once validity has expired, any credit balance remaining on the Card may no longer be used to purchase goods and/or services. Also, once expired, you may no longer use the Card and must return it to the Company immediately and proactively. The Company may, in its sole discretion, decide to renew your Card and transfer the remaining balance to the new Card, which will be subject to the same restrictions as the previous one.

(8) Privacy Policy: The collection and use of data in relation to your use of the Card shall be subject to the givve® Privacy Policy, insofar as the Program Operator is responsible for processing your personal data. For more information, please refer to

<https://givve.com/de/legal/givve-card/datenschutzhinweise>. The Company will inform you about any data processing that falls under the Company's area of responsibility.

(9) If the Company has a respective legitimate interest, the Company shall be entitled to request the amount of the Card balance from the Issuer.

§ 3 Use of the Credit Portal

(1) Functions: In the credit portal available at <https://card.givve.com/> you can view your transaction history and the current daily Card balance (including available and blocked amounts), provided that the underlying transactions have previously been transmitted by the MasterCard® network to the Program Operator. On behalf on the Issuer, the Program Operator shall use the credit portal to inform you about all payment transactions. For each transaction, a transaction number, the value date or the date of receipt of the payment order, the payment amount as well as any fees to be paid for the payment transaction and any exchange rates shall be provided.

(2) Inadmissibility of improper use: The permitted use of the credit portal shall be limited to the aforementioned purposes.

(3) No additional functions: The Company shall not be obliged to offer any additional functions in the credit portal. In particular, the credit portal is not intended to execute payment transactions.

(4) Right of use:

(a) You are granted a simple, non-sub-licensable and non-transferable right of use in the credit portal, which shall be limited to the term of the present Agreement in accordance with the following regulations.

(b) The right of use shall be limited to your access to the credit portal on the Program Operator's servers.

(c) Unless you have expressly been granted rights of use above, you shall not be entitled to the same.

In particular, you shall not be entitled to use the credit portal, including the source code, beyond the agreed use or to have it used by third parties or to make the credit portal accessible to third parties. It shall expressly not be permissible to copy the credit portal, sell it or make it available for a limited period of time, in particular not to rent it out or lend it out. You agree to take the precautions required to prevent the use of the credit portal by unauthorized parties.

(5) Availability: The Company cannot guarantee that the credit portal will be available at all times and without interruption, be secure, error-free and up-to-date. Unannounced operational interruptions may occur, particularly during maintenance and/or repair work and/or updates provided by the Program Operator, as well as in phases that are beyond the Company's control. Possibly deviating legal regulations shall remain unaffected by the aforementioned availability regulations.

(6) Access to the credit portal: To access the credit portal provided, you will need an Internet connection and a current Chrome or Firefox browser. Appropriate hardware (e.g. a web-enabled device), on which you can run the aforementioned browsers, is also required. You agree to only use the credit portal as provided for in the present Terms of Use and via the interfaces provided by the Program Operator. Furthermore, you shall not circumvent any security measures taken by the Program Operator to protect the credit portal and application data.

(7) Changes to the credit portal made by the Card Holder: You shall not be authorized to make changes to the credit portal.

(8) Blocking by the Program Operator: If the above regulations are violated, the Program Operator reserves the right to suspend or block your access. In the event of a suspension or permanent blocking, the Program Operator will disable the access authorization and notify the Company thereof. If you repeatedly violate the above regulations despite appropriate warnings and you are responsible for it, the Program Operator or the Issuer shall be entitled to terminate their respective agreement with the Company without notice. Further claims on the part of the Program Operator, the Issuer or the Company shall remain unaffected.

(9) Changes to the credit portal made by the Program Operator: If the Program Operator provides new versions, updates, upgrades or other new services with regard to the credit portal during the term, the above rights and obligations shall also apply to these.

§ 4 Security Regulations and Reporting Obligations

(1) Signature: You are obliged to sign the signature field immediately upon receipt of the Card.

(2) Authorization and authentication: The method for authorizing transactions and the Card Holder's authenticating depend on the Card function used (e.g. contact-based, contactless or online payment). Once a transaction has been authorized, it may only be withdrawn or cancelled in exceptional cases and only by the Company.

(a) Every contact-based transaction shall generally be authorized and authenticate by you by signing or entering a respective PIN. The Company provides you with access to the Program Operator's credit portal, through which the PIN can be retrieved. The signature for authorization and authentication must match your signature on the back of the Card.

(b) The Issuer shall be entitled to allow other methods of authorization and authentication, in particular with respect to contactless payment functions and online payments. If a contactless payment function has been permitted by the Issuer, you shall be able to execute transactions up to a maximum amount defined by the Issuer (per transaction or per day) without additional authentication by holding the Card in the immediate vicinity of the acceptance point's respective terminal. To authenticate online payments, the Program Operator may require additional authentication features (e.g. SMS to a mobile phone number lodged for you).

(c) The Issuer shall be entitled to adapt the procedures for authorizing a payment and authentication at any time to legal requirements, the state of the art and other applicable regulations. The Company will inform you in an appropriate

manner about the applicable authorization and authentication procedures.

(3) Storage of the Card: You are obliged to store the Card safely and with particular diligence to prevent it from being lost or misused. It must especially not be left unattended in a motor vehicle or at the workplace. You are also obliged to treat your PIN confidentially. In particular, the PIN must not be noted on the Card. You must take all reasonable precautions to protect authentication features from unauthorized access. Finally, the access data and passwords for the credit portal are to be treated confidentially and must not be disclosed to third parties.

(4) Reporting obligation (blocking notification):

(a) Loss or theft: You shall be obliged to immediately notify both the Company and the Program Operator's Customer Service Department (by email to office@givve.com) if your Card or PIN got lost or stolen.

(b) Unauthorized Use: You shall also be obliged to immediately report any concerns regarding the security of the Card, its misuse or other unauthorized use to the Company and the Program Operator's Customer Service Department.

(c) Monitoring of transactions made: Furthermore, you shall be obliged to monitor the transactions made to an appropriate extent and to immediately report any suspicious transactions that indicate the Card's unauthorized use to the Company and the Program Operator's Customer Service Department. For this purpose, the Company will make the transaction history available to you via a website, a mobile app or similar means. The Company shall ensure that you know how to check your transaction history so that suspicious transactions, in particular misuse or other unauthorized use of the Card, can be quickly identified.

(d) Monitoring of planned transactions: If special authentication procedures are used in accordance with Section (2) (b), especially for online payments, you shall ensure by comparison that the transaction data transmitted for authentication (in particular payment amount, date) match the data intended for the transaction before authorization is given. In case you discover any discrepancies, you shall be obliged to report any suspected misuse to the

Company and the Customer Service Department and, if possible, to cancel the transaction.

(5) Destruction of the Card: Cards may only be destroyed if you have been requested to do so by the Company or the Program Operator. If you have destroyed a Card other than in accordance with these Terms of Use, or if the Card has been destroyed due to your negligence, any replacement Card(s) costs will be on your account.

§ 5 Unauthorized Use, Liability and Compensation

(1) Blocking of Cards: The Issuer shall be entitled to suspend or permanently block or restrict the Card or to refuse to issue a new Card (hereinafter "Measures") if the Issuer suspects that a Card is being used in an unauthorized or fraudulent manner, or if a Card has been lost or stolen. If the Issuer takes any suchlike Measures, the Company will, if possible, inform the Customer thereof beforehand or, if necessary, immediately after taking Measures, and inform the Customer on the respective reasons. The aforesaid shall not apply if the provision of information conflicts with legal reasons or security interests.

(2) Liability: If the Card is not used in accordance with the Agreement (in particular in the event of any misuse, unlawful act, unauthorized use of the access data and/or passwords, violation of legal provisions and regulations), you shall be fully liable for any culpable behaviour to the extent permitted by law, also for every case of negligence. Liability shall include all claims for compensation, such as general damages, interest, appropriate attorney fees for proper representation, court fees, settlement payments and/or other consequential damages.

(3) Liability for unauthorized cash withdrawals: Technical settings prevent cash withdrawals. Any attempt to withdraw cash by using the Card – whether successful or not and whether directly or indirectly – shall be impermissible. You shall be liable for any resulting damage.

§ 6 Termination and Cancellation

(1) Your right to terminate: You shall be entitled to

terminate the present Terms of Use by contacting Company at any time. In this case you shall lose the right to use the Card.

(2) The Company's right to terminate: The Company shall be entitled to terminate the present Terms of Use giving one month's notice to the end of the validity of your Card.

(3) Both parties' right to termination for cause shall remain unaffected.

(4) Return of the Card(s): Upon termination coming into effect and force, you may no longer use any Cards provided to you and are obliged return them to the Company immediately without further request.

(5) Consequences of terminating other contractual relations with the Company: If any other contractual relations between you and the Company are terminated (in particular termination of the employment contract or partner contract), the Company may ask you to return the Card or, at its sole discretion, allow you to continue using the Card in order to use up any remaining balance until the Card's validity expires. Also, the Company may decide that the balance on the Card is no longer valid. If you may continue using the remaining credit balance, you undertake in any case to completely use up the remaining credit on the Card until its validity expires.

§ 7 Changes and Amendments

(1) Norm: The Company shall be entitled to amend the present Terms of Use as provided for hereunder without giving reasons, provided that respective changes do not result in a reorganisation of the contractual structure as a whole. This shall apply in particular if said changes are required to eliminate difficulties in the execution of the Agreement due to loopholes in the regulations that arose after its conclusion. Except in the cases of Section (2), changes to the present Terms of Use shall be communicated to you for approval in writing by the Company no later than 60 days before they come into effect. At the same time, you will be informed about the new Terms of Use. You shall not be obliged to agree to amendments and you have the right to object to respective changes in writing to the Company up until the time they take effect. If

you fail to declare your objection before changes take effect this shall be deemed to be your consent to them. If you object to an amendment, this will be considered a request to terminate this Agreement and the Card. If you object, the Program Operator furthermore reserves the right to block your Card immediately.

(2) Exception: If there are unforeseeable changes in legal provisions, official practice or case law that require the Card program's immediate adjustment (in particular changes in tax and labour law), the Company shall be entitled, as an exception, to change the provisions of the present Terms of Use within a shorter period of time than specified in paragraph (1), provided that respective amendments take due account of the interests of both parties. In this case, the Company shall inform you in advance of the changes, giving you a reasonable period of time to object under the circumstances and stating the reasons for an immediate adjustment to the Card program. If you do not declare your objection within this period, you will be deemed to have accepted the amendment. If you object to an amendment, this will be considered a request to terminate this Agreement and the Card. If you object, the Program Operator furthermore reserves the right to block your Card immediately.

§ 8 Final Provisions

(1) Applicable law: The present Terms of Use shall be subject to German law.

(2) Severability: Should any provisions of the present Terms of Use be inadmissible or found to be invalid by a court or supervisory authority, the remaining provisions shall remain unaffected thereby. The Parties shall replace invalid provisions by suchlike legally effective ones that meet the invalid provisions' initial commercial intent best.

(3) Side agreements: Verbal side agreements regarding the use of the Card outside of the present Terms of Use do not exist. Any and all changes to or amendments of the present Terms of Use must be in writing (e.g. by e-mail) in order to take legal force and effect. The aforesaid shall also apply to any waiver of this written form requirement.

(4) The Program Operator's Customer Service Department: If you have any questions/reports in connection with the present Terms of Use, please contact the Program Operator's Customer service Department at office@givve.com. More contact data are available at <https://givve.com/de/kontakt>.