

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 “**Card Provider**”) and the person to whom the Card Provider provides the givve® Card for use (hereinafter “**you**” or “**Card Holder**”).

§ 1 General Provisions

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

(2) Parties: The Terms of Use shall apply between you as the Card Holder and the Card Provider, who provides you with the Card.

(3) Involved 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 are not parties to these Terms of Use.

§ 2 Use of the Card and Permitted Use

(1) Ownership in the Cards: The Card remains the 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: The Card Provider shall decide on ordering, providing and topping up the Card.

(3) Basic Purpose: The Card is a prepaid card/credit card that may be topped up by the Card Provider and may only be used by you as authorized Card Holder in accordance with the present Terms of Use. For more information on the Card program,

the Cards and their purpose, please refer to <https://givve.com/de/> at any time.

(4) 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 the aforementioned at any time. The Card Provider will inform you in a timely manner about the current topping up amounts, the topping up frequency and the maximum number of transactions.

(5) Validity: The Card shall be valid until the end of the month printed on your Card. Once the validity has expired, any credit balance remaining on the Card must no longer be used. You must no longer use the Card and have to return it to the Card Provider immediately and without request. The Card Provider may, in its sole discretion, decide to renew your Card and transfer the remaining balance to the new Card, which shall be subject to the same restrictions as the previous one.

(6) Data Privacy: The collection and use of data related 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/datenschutzinweise>. The Card Provider shall inform you about any data processing that is within the Card Provider’s responsibility.

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

§ 3 Use of the Card for Benefits in Kind

(1) If the givve® Card is provided to you to grant benefits in kind, the Card Provider grants you, as the Card Holder, the exclusive and unrestricted authority to dispose of the Card balance as long as the Card is valid and in accordance with these terms of use. You shall not be entitled to have 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.

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

(a) With a givve® Card, Card Holders 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 one 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 domestic acceptance points for its own product range.

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

(3) In the credit portal you can see in which area you can use the givve® Card provided to you. You undertake to exclusively use the givve® Card in this area. The Card Provider shall be free to let you choose that area. Any change of area – provided that the respective technical requirements have been created by the Issuer/Program Operator – is only possible if the Card has a maximum balance of EUR 1.

(4) The Card Provider shall be entitled to request transaction data from the Program Operator to the extent necessary to prove that the givve® Card has been used in accordance with the contract. For more information, please refer to the Privacy Policy for givve® Card Users.

§ 4 Use of the Card to Receive Public Subsidies

If you have been provided with the givve® Card for the purpose of obtaining public subsidies, the givve® Card's usability will be limited in particular in accordance with the following subparagraphs (a) and (b).

(a) The usability of the givve® Card is limited to a specific area of application (e.g. Germany, federal state or district), depending on the Card Provider's specifications.

(b) Depending on the Card Provider's specifications, the givve® Card may have a cash withdrawal function, which the Card Holder can use to withdraw cash at ATMs and/or at certain retailers that offer this service. Please note that withdrawals from ATMs may incur costs that will be charged to the Card balance and that are beyond the reasonable control of givve®.

§ 5 Use of the Card for Lunch Allowance

(1) If the Card has been given to you for the purpose of granting subsidies for meals on a working day (lunch setup), the Card shall be personalized and non-transferable. The Card Provider remains the owner of the Card's credit balance. Restrictions shall apply in accordance with the below subparagraphs (a) and (c).

(a) With the givve® Card, the Card Holder shall only be able to purchase specific 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) The Card is in terms of local usability limited to the postcode district of the place of work and the immediately adjacent two-digit postcode districts. Technically, the Card is furthermore limited to restaurants, bakeries, butchers and participating grocery stores.

(c) The Card Holder may only use the Card to purchase one meal per working day.

- “Lunch” shall include cold and warm meals and foods that are suitable for immediate consumption during or immediately following the working hours, as well as beverages that are consumed along with a meal. Components and/or parts of a meal can be purchased at various acceptance points. Lunch also includes snacks, fast food, starters and desserts and food consumed during breaks. Purchasing food and beverages in stock, tobacco products, hard alcoholic beverages and non-food items shall not be considered “lunch”.

- Actual working days are considered working days (including those working from home or working part-time). However, sick or vacation days, days of absence due to a business trip or the first three months of a long-term professional assignment away from home at the same place of work are not considered working days hereunder.

- The number of working day-related lunch allowances and the amount of the individual allowance result from the Agreement between the Card Holder and the Card Provider on the granting of working day-related allowances.

(2) The Card Provider shall be entitled to receive from the Program Operator the Card transaction data required to check whether the Card is being used in accordance with the Agreement and to

record the granting of lunch allowances for income tax purposes.

§ 6 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) Impermissibility of improper use: The permitted use of the credit portal shall be limited to the aforementioned purposes.

(3) No additional functions: The Card Provider shall not be obliged to offer any additional functions in the credit portal. The credit portal is in particular not intended to facilitate payment transactions.

(4) Right of use:

(a) You are granted a simple, non-sublicensable 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. 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. You shall be obliged to take the precautions required to prevent the use of the credit portal by unauthorized parties.

(5) Availability: The Card Provider 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 in particular during maintenance and/or repair works and/or when updates are provided by the Program Operator, as well as in phases that are beyond the Card Provider's control.

(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 terminal devices), 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. Further, you will 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 permanently block your access. In the event of a suspension or permanent blocking, the Program Operator will disable the access authorization and notify the Card Provider thereof. If you repeatedly violate the above regulations despite appropriate warnings through your own fault, the Program Operator or the Issuer shall be entitled to terminate their respective agreement with the Card Provider for cause and without notice. Further claims on the part of the Program Operator, the Issuer or the Card Provider shall remain unaffected.

§ 7 Security Regulations and Reporting Obligations

(1) Authorization and authentication: The methods used for authorizing transactions and the Card Holder's authentication depends 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 circumstances and only by the Card Provider.

(a) Each and every contact-based transaction shall generally be authorized and authenticated by you

entering a PIN. The Card Provider provides you with access to the Program Operator's credit portal, through which the PIN can be retrieved.

(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 and/or per day) without additional authentication by holding the Card in the immediate vicinity of the acceptance point's receiving terminal. To authenticate online payments, the Program Operator may require additional authentication features (e.g. SMS to a mobile phone number stored for you).

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

(2) Storage of the Card: You are obliged to keep the Card safely and use your best efforts 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 passed on to third parties.

(3) Reporting obligation (blocking notification):

(a) Loss or theft: You shall be obliged to immediately notify both the Card Provider and the Program Operator's Customer Service Department (by email to office@givve.com) of the loss or theft of the Card or PIN.

(b) Unauthorized use: You shall also be obliged to immediately report any concerns regarding the security of the Card, misuse or other unauthorized use of the Card to the Card Provider 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 Card Provider and the Program Operator's Customer Service Department. For this purpose, the Card Provider will make the transaction history available to you via a website, a mobile app or similar media. The Card Provider 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 paragraph (1) (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 granted. If you discover any discrepancies, you shall be obliged to report any suspected misuse to the Card Provider and the Customer Service Department and, if possible, to cancel the transaction.

(4) Destruction of the Card: Cards may only be destroyed if you have been requested to do so by the Card Provider 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, you shall bear any and all costs for any replacement Card(s).

§ 8 Unauthorized Use, Liability and Compensation

(1) Card blocking: 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 has reason to believe that a Card or a PIN is used in an unauthorized or fraudulent manner; if a Card got lost or stolen, for reasons relating to the security of the Card, Card number or PIN; due to anti-money laundering checks on money transfers; if the merchant is unable to obtain online authorization to confirm that the Card's credit balance is enough to cover the transaction; in relation to purchases when the

merchant verifies the PIN with the Issuer without specifying the final amount of the purchase. If the Issuer takes any of these Measures, the Card Provider will, if possible, inform the you thereof in advance or, if necessary, immediately after taking Measures, and inform you 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, any unlawful act, unauthorized use of 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, i.e. 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.

§ 9 Termination and Cancellation

(1) Your right to terminate: You shall be entitled to terminate the present Terms of Use by contacting the Card Provider at any time. In this case you shall lose the right to use the Card.

(2) The Card Provider's right to terminate: The Card Provider 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 shall no longer use any Cards provided to you and be obliged to return them to the Card Provider immediately without further request.

(5) Consequences of terminating other contractual relations with the Card Provider: If any other contractual relations between you and the Card Provider are terminated (in particular termination of the employment contract or partner contract), the Card Provider may ask you to return the Card or, at its sole discretion, provide the option to continue using the Card in order to use up any remaining

balance until the Card's validity expires. However, the Card Provider may also decide that the balance on the Card is no longer valid. If you are allowed to continue using the remaining credit, you undertake in any case to completely use up the remaining credit on the Card until its validity expires.

§ 10 Changes and Amendments

(1) Norm: The Card Provider 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 paragraph (2), changes to the present Terms of Use shall be communicated to you in text form by the Card Provider 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 Card Provider until they take effect. If you fail to declare your objection before changes take effect, this will be deemed to be your consent to them. The Card Provider shall inform you of the consequences of not responding to the amendment offer.

(2) Exception: If there are unforeseeable changes in legal provisions, official practice or case law that require the Card program's immediate amendment (in particular changes in tax and labour law), the Card Provider 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 Card Provider shall inform you in advance of the changes, giving you a reasonable period of time, considering the respective circumstances, to object and stating the reasons for the immediate amendment of 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 to be your request to terminate this Agreement and the Card. If you

object, the Program Operator furthermore reserves the right to block your Card immediately.

§ 11 Complaints

(1) Program Operator's Customer Service Department: If you have any questions/concerns in connection with the present Terms of Use, please contact the Program Operator's Customer Service Department at office@givve.com. For more contact data, please refer to <https://givve.com/de/kontakt>.

(2) You can also contact DiPocket via the communication channels provided at dipocket.org/en/contact. Details on complaints can be found in the Complaint Policy, which is available at https://dipocket.org/wp-content/uploads/2024/03/Complaints-Policy_ENG_18.03.2024.pdf.

§ 12 Final Provisions

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

(2) Invalidity of individual clauses: 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. Invalid provisions shall be replaced 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 and/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.