givve Card Terms of Use for Cardholders

This document is a non-binding translation. Please find the legally binding document here.

These Terms of Use govern the legal relationship between the customer (hereinafter "Card Issuer") and the person to whom the Card Issuer provides the givve Card for use (hereinafter "you" or "Cardholder").

§ 1 General Provisions

(1) Subject Matter of the Agreement: These Terms of Use govern your rights and obligations as a Cardholder when using the givve Mastercard® prepaid card (hereinafter referred to as ***the*** "Card" or ***"givve*** Card").

(2) Contracting Parties: These Terms of Use apply between you, as the cardholder, and the card issuer, who provides you with the Card.

(3) Third Parties Involved: The Card is issued by the e-money institution DiPocket UAB (hereinafter "Issuer"); the card program is operated by PL Gutscheinsysteme GmbH (hereinafter "Program Operator"). The Issuer's name, legal form, and address can be viewed at https://givve.com/de/rechtshinweis-emittent. The Issuer and the Program Operator are not parties to these Terms of Use.

§ 2 Handling of the Card and Permitted Use

(1) Ownership of the Cards: The card remains the property of the Program Operator. It is non-transferable. You do not acquire any rights to a card beyond those expressly set forth in these Terms of Use.

(2) Authority to Dispose of Credit: The card issuer decides on the ordering, provision, and reloading of the card.

(3) Basic Function: The card is a prepaid card/stored-value card that is loaded by the card issuer and may be used exclusively by you as the authorized cardholder in accordance with these Terms of Use. You can view further information about the card program, the cards, and their functions at any time at https://givve.com/de/.

(4) Balance:

(a) You may only use the amount that has been loaded onto the card. A negative balance on the card is not permitted.

(b) The issuer has the discretion to determine and may change at any time the maximum balance per card, the maximum amount that can be loaded per transaction, the maximum frequency of reloads, and the maximum number of transactions within a specific period. The card issuer will inform you in a timely manner of the currently applicable loading amounts, reload frequency, and maximum number of transactions.

(5) Validity: The card is valid until the end of the month printed on it. Once the card expires, any remaining balance on the card can no longer be used. Upon expiration, you may no longer use the card and must return it to the card issuer immediately and without being asked. The card issuer may, at its discretion, decide to renew your card and transfer the remaining balance to the new card, which is subject to the same restrictions as the previous one.

(6) Data Protection: The collection and use of data related to your use of the card are subject to the givve Privacy Policy, to the extent that the program operator is responsible for processing your personal data. Further information can be found, in particular, at https://givve.com/de/legal/givve-card/datenschutzhinweise. The card issuer will inform you about data processing within its area of responsibility.

(7) If the card issuer has a legitimate interest, the card issuer is entitled to inquire with the issuer regarding the amount of the card balance.

§ 3 Use of the Card for Non-Cash Compensation

(1) If the givve Card is provided to you for the purpose of receiving benefits in kind, the Card

Issuer grants you, as the cardholder, the exclusive and unrestricted authority to dispose of the card balance at during the card's validity period and in accordance with these Terms of Use. You have no right to redeem the card balance for cash. In particular, for cards that are not renewed, you have no claim against the issuer or the program operator to use the cards or to have the balance paid out after the card's validity period has expired.

(2) In addition, for a givve Card used to provide non-cash benefits, the restrictions set forth in subparagraphs (a) and (b) below apply.

(a) As a cardholder, you may use the givve Card exclusively to purchase goods and services. The givve Card may not be used to purchase foreign currency, cryptocurrencies, or other monetary substitutes—in particular, vouchers. The givve Card does not have a cash withdrawal function. The cardholder also cannot transfer funds using the givve Card. No IBAN is assigned to the givve Card. Participation in general payment transactions is therefore not possible with the givve Card. The givve Card cannot be designated as a general payment instrument.

(b) In accordance with the customer's specifications, the givve Card is also technically configured so that it can be used to purchase goods or services exclusively from one category that falls under one of the following three basic types of restrictions:

- The givve Card can only be used at merchant locations located in a specific region in Germany.

- The givve Card can be used exclusively at domestic merchant locations belonging to a group of merchants with a unified brand identity.

- The givve Card can only be used at a merchant's domestic merchant locations for that merchant's own product range.

The givve Card can only be reloaded once its usability has been restricted accordingly.

(3) You can view the scope of use for the givve Card provided to you in the credit portal. You agree to use the givve Card only within this scope. The card issuer may allow you to choose the area. A change of area—provided the technical requirements for this have been established by the issuer/program operator—is only possible if the card has a balance of no more than 1 EUR.

(4) The card issuer is entitled to receive transaction data from the program operator to the extent necessary to verify that the givve Card is being used in accordance with the contract. Further information is provided in the privacy policy for givve Card users.

§ 4 Use of the Card as a Payment Card

If the givve Card is provided to you for the purpose of receiving government benefits, its use is restricted in particular in accordance with the following subparagraphs (a) and (b).

(a) Depending on the card issuer's specifications, the givve Card's usability is limited to a specific geographic area (e.g., Germany, a federal state, or a county).

(b) Depending on the card issuer's specifications, the givve Card may include a cash withdrawal feature that allows the cardholder to withdraw cash at ATMs and/or from certain merchants that offer this service. Please note that cash withdrawals at ATMs may incur fees, which will be deducted from the card balance and are beyond the control of both givve and the issuer.

§ 5 Use of the Card for Meal Allowances

(1) If the card is provided to you for the purpose of receiving daily meal allowances, the card is personalized and non-transferable. The card issuer remains the owner of the balance on the card. The restrictions set forth in subparagraphs (a) through (c) below apply.

(a) As the cardholder, you may use the givve Card exclusively to purchase certain goods and services. The givve Card may not be used to purchase foreign currency, cryptocurrencies, or other monetary substitutes—in particular, vouchers. The givve Card does not have a cash withdrawal function. The cardholder also cannot transfer funds using the givve Card. No IBAN is assigned to the

givve Card. Participation in general payment transactions is therefore not possible with the givve Card . The givve Card cannot be used as a general payment instrument.

(b) Geographically, the card is limited to the ZIP code area of the workplace and the immediately adjacent two-digit ZIP code areas. Technically, the card is also limited to restaurants, bakeries, butcher shops, food delivery services, and participating grocery stores.

(c) The cardholder may use the card exclusively to purchase one meal per workday.

- A meal is defined as cold and hot dishes and food items suitable for immediate consumption during working hours or immediately thereafter, as well as accompanying beverages. Components of a meal may be purchased at different participating locations. Meals also include snacks, light meals, appetizers, desserts, and break-time refreshments. The purchase of food, beverages, and groceries for stockpiling, tobacco products, high-proof alcoholic beverages, and non-food items does not count as a meal.

- A workday is defined as an actual workday (including when working from home or part-time). Days of illness or vacation, days of absence due to a business trip, or the first three months of long-term work away from the usual workplace at the same location are not considered workdays in this context.

- The number of meal allowances per workday and the amount of each allowance are determined by the agreement between the cardholder and the card issuer regarding the granting of meal allowances per workday.

(2) The card issuer is entitled to receive from the program operator the card transaction data necessary to verify the contractually compliant use of the card and to record the granting of meal allowances for income tax purposes.

§ 6 givve Card for Business Expenses

(1) If you are provided with the givve Card for business expenses, the following rules and restrictions regarding the givve Card apply.

(2) Use of the givve Card is permitted exclusively for business expenses.

(3) You may use the givve Card within the usage area activated by the card issuer (region of Germany, Germany, the EU, worldwide) at Mastercard-accepting brick-and-mortar retail locations to purchase goods or services. If activated by the card issuer, the givve Card may also be used to purchase goods or services from online retailers.

(4) If enabled by the card issuer, the givve Card may include a cash withdrawal feature that allows you to withdraw cash at ATMs and/or from certain merchants that offer this service. Please note that cash withdrawals at ATMs may incur fees, which will be deducted from your card balance and are beyond the control of both givve and the issuer.

§ 7 givve Card for Procurement

(1) If you are provided with the givve Card for Procurement, the following rules and restrictions regarding the givve Card apply.

(2) Use of the givve Card is permitted exclusively for business expenses.

(3) You may use the givve Card within the usage area activated by the card issuer (region of Germany, Germany, the EU, worldwide) at Mastercard-accepting brick-and-mortar retail locations to purchase goods or services. If activated by the card issuer, the givve Card may also be used to purchase goods or services from online retailers.

(4) If enabled by the card issuer, the givve Card may include a cash withdrawal feature that allows you to withdraw cash at ATMs and/or from certain merchants that offer this service. Please note that cash withdrawals at ATMs may incur fees, which will be deducted from the card balance and are beyond the control of both givve and the issuer.

§ 8 givve Card for City Marketing

(1) If you are issued the givve Card for City Marketing, the card issuer grants you, as the cardholder, the exclusive and unrestricted authority to use the card balance during the card's validity period and in accordance with these Terms of Use. You have no right to redeem the card balance for cash. In particular, for cards that are not renewed, you have no claim against the issuer or the program operator to use the cards or to have the balance paid out after the card's validity period expires. The following rules and restrictions of the givve Card apply.

(2) As a cardholder, you may use the givve Card exclusively to purchase goods and services at brick-and-mortar retail locations. The givve Card may not be used to purchase foreign currency, cryptocurrencies, or other monetary substitutes—in particular, it may not be used to purchase gift cards. The givve Card does not have a cash withdrawal function. The cardholder also cannot transfer funds using the givve Card. No IBAN is assigned to the givve Card. Therefore, it is not possible to use the givve Card for general payment transactions. The givve Card cannot be registered as a general payment instrument. The givve Card cannot be used for e-commerce payments.

(3) The givve Card is also technically configured so that it can be used exclusively to purchase goods and services at participating merchants within a locally limited area (e.g., a city or municipality) in Germany. The local restriction is based on a ZIP code area.

(4) The givve Card can only be reloaded once its usability has been restricted accordingly.

(5) You can view the area in which you may use the givve Card provided to you in the credit portal. You agree to use the givve Card only within this area.

(6) The program operator is entitled to provide city marketing organizations with aggregated and anonymous data (particularly regarding sales trends, industry distribution, number of active cards, and card usage) in connection with the givve Card program as part of the City Monitor.

(7) The card issuer is entitled to receive transaction data from the program operator to the extent necessary to verify that the givve Card is being used in accordance with the contract. Further information is provided in the privacy policy for givve Card users.

§ 9 Card for Employee Discounts

(1) If you are provided with a givve Card for employee discounts, the card is personalized and non-transferable. The issuer of the card remains the owner of the balance on the card. To the extent that the givve Card for employee discounts is loaded with cash wages converted into non-cash compensation, the issuer grants you, as the cardholder, the exclusive and unrestricted authority to dispose of the card balance during the current calendar year in accordance with these Terms of Use. Any remaining balance at the end of a calendar year will be paid out to you by the card issuer after deduction of taxes and social security contributions. The following rules and restrictions apply to the givve Card.

(2) The cardholder may use the givve Card exclusively to purchase goods and services from the customer's product range. The givve Card may not be used to purchase foreign currency, cryptocurrencies, or other monetary substitutes, such as, in particular, gift certificates. The givve Card does not have a cash withdrawal function. The cardholder also cannot transfer funds using the givve Card. No IBAN is assigned to the givve Card. Therefore, it is not possible to use the givve Card for general payment transactions. The givve Card cannot be used as a general payment instrument.

(3) The givve Card is technically configured so that it can be used exclusively to purchase goods and services at the customer's brick-and-mortar and online merchant locations within the country.

(4) The givve Card can only be reloaded once its usage has been restricted accordingly.

(5) The card issuer is entitled to view reports in the givve Hub for each cardholder regarding top-ups and debits (amount, date) as well as the balance at the beginning and end of the year.

§ 10 Use of the Credit Balance Portal

(1) Features: 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. The program operator, acting on behalf of the issuer, will inform you of all payment transactions via the balance portal. For each transaction, the following information is provided: a transaction number, the value date or the date the payment order was received, the payment amount, and, if applicable, any fees payable for the payment transaction and any exchange rates.

(2) Prohibition on Improper Use: Permitted use of the balance portal is limited to the purposes specified above.

(3) No Additional Features: The card issuer is not obligated to provide you with any additional features on the balance portal. In particular, the balance portal is not intended for the execution of payment transactions.

(4) Right of Use:

(a) You are granted a simple, non-sublicensable, and non-transferable right of use on the Credit Portal, limited to the term of this Agreement, in accordance with the provisions set forth below.

(b) The right of use is limited to your access to the Credit Portal on the Program Operator's servers. Unless rights of use are expressly granted to you above, you are not entitled to them. In particular, you are not authorized to use the Credit Portal—including its source code—beyond the agreed-upon use, to allow third parties to use it, or to make the Credit Portal accessible to third parties. You must take the necessary precautions to prevent unauthorized use of the Credit Portal.

(5) Availability: The Card Issuer cannot guarantee that the Credit Portal will be available at all times and without interruption, securely, error-free, and in a timely manner. In particular, unannounced service interruptions are possible during maintenance and/or repair work and/or updates performed by the Program Operator, as well as during periods beyond the Card Issuer's control.

(6) Access to the Credit Portal: To access the Credit Portal, you need an internet connection and a current version of the Chrome or Firefox browser. In addition, you will need appropriate hardware (e.g., an internet-enabled device) capable of running the aforementioned browsers. You agree to use the credit portal only in accordance with these Terms of Use and via the interfaces provided by the program operator. Furthermore, you will not circumvent any security measures that the program operator has implemented to protect the credit portal and application data.

(7) Changes to the Credit Portal by the Cardholder: You are not authorized to make any changes to the Credit Portal.

(8) Suspension by the Program Operator: In the event of a violation of the above provisions, the Program Operator reserves the right to temporarily or permanently suspend your access. In the event of a temporary or permanent suspension, the Program Operator will suspend your access privileges and notify the Card Issuer accordingly. If, despite a corresponding warning, you continue to violate or repeatedly violate the above provisions and are responsible for such violations, the program operator or the issuer may terminate its respective contract with the card-lender for cause without notice. Any further claims on the part of the program operator, the issuer, or the card-lender remain unaffected.

§ 11 Security Provisions and Reporting Obligations

(1) Authorization and Authentication: The method used to authorize transactions and authenticate the cardholder depends on the card function being used (e.g., contact-based, contactless, or online payment). Once a transaction has been authorized, it may be withdrawn or canceled only in exceptional cases and only by the card issuer.

(a) Every contact-based transaction is generally authorized and authenticated by you by entering a PIN. The card issuer provides you with access to the program operator's balance portal, through which you can retrieve the PIN.

(b) The issuer is entitled to permit other methods of authorization and authentication; this applies in particular to contactless payment functions and online payments. If a contactless payment function has been enabled by the issuer, you may make transactions up to a maximum amount defined by the issuer (per transaction or per day) without additional authentication by holding the card in close proximity to the merchant's terminal. For authentication during online payments, the program operator may require additional authentication factors (e.g., an SMS sent to a mobile phone number on file for you).

(c) The issuer is entitled to adapt the procedures for authorizing a payment and for authentication at any time in the future to comply with legal requirements, the state of the art, and other applicable provisions. The card issuer will inform you by appropriate means of the applicable procedures for authorization and authentication.

(2) Safekeeping of the Card: You are obligated to keep the card safe and with special care to prevent it from being lost or misused. In particular, it must not be left unattended in a vehicle or at your workplace. In addition, you must keep your PIN confidential; in particular, the PIN must not be written on the card. You must take all reasonable precautions to protect authentication credentials from unauthorized access. Finally, the login credentials and passwords for the balance portal must be kept confidential and must not be disclosed to third parties.

(3) Obligation to Report (Blocking Request):
(a) Loss or Theft: You are required to immediately report the loss or theft of the card or the PIN to both the card issuer and the program operator's customer service (via email to office@givve.com).

(b) Unauthorized Use: You are also required to immediately notify both the card issuer and the program operator's customer service of any concerns regarding the security of the card, misuse, or any other unauthorized use of the card.

(c) Monitoring of Transactions: You are also obligated to monitor transactions to a reasonable extent and to immediately report any suspicious transactions that indicate unauthorized use of the card to the card issuer and the program operator's customer service. For this purpose, the card issuer will provide you with your transaction history via a website, a mobile app, or similar media.

(d) Monitoring of Planned Transactions: When using special authentication procedures pursuant to paragraph (1)(b), particularly for online payments, you must verify, prior to authorization, that the transaction data transmitted for authentication (in particular, the payment amount and date) matches the data intended for the transaction. If you detect any discrepancies, you are required to report the suspected fraudulent use to the card issuer and customer service and, if possible, cancel the transaction.

(4) Destruction of the Card: A card may only be destroyed if you have been instructed to do so by the card issuer or the program operator. If you have destroyed a card in a manner not in accordance with these Terms of Use, or if the card was destroyed due to your negligence, you must bear the costs of any replacement card(s).

§ 12 Unauthorized Use, Liability, and Damages

(1) Card Blocking: The issuer is entitled to temporarily or permanently block or restrict the card, or to refuse to issue a new card (hereinafter "measures"), if the issuer suspects that a card or PIN is being used in an unauthorized or fraudulent manner; if a card has been lost or stolen, for reasons related to the security of the card, the card number, or the PIN; due to anti-money laundering checks on money transfers; if the merchant is unable to obtain online authorization to confirm that the card has sufficient funds for the transaction; for purchases where the merchant verifies the PIN with the issuer without specifying the final purchase amount. If the issuer takes any of these actions, the card issuer will, if possible, notify you in advance; otherwise, it will inform you of the reasons for the action immediately after it is taken. This does not apply if legal reasons or security interests prevent the disclosure of such information.

(2) Liability: In the event of use of the card in violation of the terms of this agreement—in particular, in the event of any misuse, any tortious act, unauthorized use of access data and/or passwords, or violation of statutory provisions and regulatory requirements—you shall be fully liable to

the extent permitted by law for any culpable conduct, including any instance of negligence. This liability includes all claims for compensation, such as damages in general, interest, reasonable attorneys' fees for proper legal representation, court costs, settlement payments, and/or other consequential damages.

§ 13 Termination and Cancellation

(1) Your Right to Terminate: You may terminate these Terms of Use at any time by notifying the Card Issuer. In this case, you lose the right to use the card.

(2) The Card Issuer's Right to Terminate: The Card Issuer has the right to terminate these Terms of Use with one month's notice effective at the end of your card's validity period.

(3) The right to terminate the agreement for cause remains unaffected for both parties.

(4) Return of the Card(s): Upon the effective date of termination, you may no longer use any cards provided to you and must return them to the issuer immediately and without being asked.

(5) Effect of the termination of other contractual relationships with the card issuer: If other contractual relationships between you and the card issuer are terminated (in particular, termination of an employment contract or partnership agreement), the card issuer may request that you return the card, or, at its sole discretion, allow you to continue using the card to use up the remaining balance on the card until its expiration date, or determine that the balance on the card is no longer valid. If you are permitted to continue using the remaining balance, you agree in any case to use up the entire remaining balance on the card by the expiration date.

§ 14 Changes

(1) General Rule: The Card Issuer is entitled to amend these Terms of Use in accordance with this paragraph without stating reasons, provided that such amendment does not result in a fundamental restructuring of the contractual framework as a whole. This applies in particular if the amendment is necessary to resolve difficulties in the performance of the contract arising from regulatory gaps that emerged after the contract was concluded. Amendments to these Terms of Use will be offered to you in writing by the Card Issuer no later than 60 days before they take effect, except in cases covered by paragraph (2); the new Terms of Use will be made available to you at that time. You are not obligated to agree to the amendments, and you have the right to object to them in writing to the Card Issuer until the time they take effect. If you have not declared your objection before the amendments take effect, this shall be deemed your acceptance of the amendment. The Card Issuer will inform you of the consequences of your silence in the notice of amendment.

(2) Exceptional case: In the event of unforeseeable changes to statutory provisions, administrative practices, or case law that require an immediate adjustment to the card program (in particular changes to tax and labor laws), the card issuer is exceptionally entitled to amend the provisions of these Terms of Use even within a shorter period than specified in paragraph (1), provided that such amendment takes the interests of both parties into account in a reasonable manner. In this case, the Card Issuer will inform you of the changes in advance, specifying a reasonable period for objection under the circumstances and stating the reasons for the immediate adjustment of the card program. If you do not object within this period, this shall be deemed acceptance of the amendment on your part. If you object to an amendment, this shall be deemed a request to terminate this contract and the card. The program operator also reserves the right to immediately block your card in the event of your objection.

§ 15 Complaints

(1) Program Operator's Customer Service: If you have any questions or concerns regarding the use of the card, please contact the program operator's customer service at office@givve.com. Additional contact information can be found at https://givve.com/de/kontakt.

(2) You may also contact DiPocket via the communication channels listed at dipocket.org/en/contact. Details regarding complaints are set forth in the Complaints Policy, available at

https://dipocket.org/wp-content/uploads/2023/04/Complaints-Policy.pdf.

§ 16 Final Provisions

(1) Governing Law: These Terms of Use are governed by German law.

(2) Invalidity of Individual Provisions: Should any part of these Terms of Use be unlawful or deemed invalid by a court or regulatory authority, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects the intended economic purpose.

(3) Collateral Agreements: There are no oral collateral agreements regarding the use of the card outside the scope of these Terms of Use. Any amendments or additions to these Terms of Use must be made in writing (e.g., via email) to be effective. This also applies to any waiver of the written form requirement.