

Terms and Conditions

April 2021

PLEASE READ CAREFULLY
#PAYATTENTIONPLEASE

1. **IMPORTANT INFORMATION:** These terms and conditions ("Agreement") govern the use of the payment services defined in Clause 1, which are provided by PFS Card Services (Ireland) Limited, Front Office, Scurlockstown Business Park, Trim, Co. Meath, C15 K2R9, Ireland, details of which are set out in Clause 2 ("we", "us", "our") to any person whose application we approve ("Customer", "you", "your"). Words beginning with a capital letter have the meaning given to them when they first appear in this Agreement or in Clause 1. This Agreement includes the terms of our privacy policy:
<https://rebellionpay.com/public/PrivacyPolicy.pdf>

By activating your Card, you agree that you have read and understood the terms of this Agreement (a copy of which you may download and store at any time).

This Agreement will apply at the time of activation of the Card (virtual or physical) and will remain in force indefinitely unless you cancel the service under Clause 10 or it is terminated under Clause 12.

We reserve the right to change this Agreement upon two months' notice in accordance with Clause 18. You may terminate this Agreement immediately and free of charge before the proposed new terms take effect, otherwise you will be deemed to have accepted such changes when the 2 months' notice expires.

Please also read the redemption terms in Clause 11 before activating your Card.

Notices or notifications sent by email or mobile message will be deemed to be delivered 24 hours after the email is sent, unless you notify us that the email address is invalid. Notices sent by registered mail will be deemed to have been received three days after the date of sending.

You may contact us as specified in clause 2.

You can always request a copy of any legally required disclosure (including this Agreement) from us via the contact details in Clause 2, and we will provide it to you in a format that allows you to store the information in a way that makes it accessible.

1. **Definitions, Terminology and Interpretation**

If we use words in this document that begin with a capital letter, it means that the word has been defined in this "Definitions, Terminology & Interpretation" section.

"Application" or "App"	Mobile application that the user downloads from the App Store (iOS) or Google Play (Android);
"ATM"	An ATM (automated teller machine) is an electronic telecommunications device that allows the Consumer to perform financial transactions, especially cash withdrawals, without the need for a physical teller or bank employee;
"Account Closure Fee"	It has the meaning ascribed to it in Clause 11 - FEES, SPENDING LIMITS, CASH WITHDRAWALS, CARD TOP-UPS AND TRANSFERS;
"Late Refund Fee"	It has the meaning ascribed to it in Clause 11 - FEES, SPENDING LIMITS, CASH WITHDRAWALS, CARD TOP-UPS AND TRANSFERS;
"Card Replacement Fee"	It has the meaning ascribed to it in Clause 11 - FEES, SPENDING LIMITS, CASH WITHDRAWALS, CARD TOP-UPS AND TRANSFERS;
"Fees"	The fees that you will have to pay for the Paid Services specified in Clause 11 - FEES, SPENDING LIMITS, CASH WITHDRAWALS, CARD TOP-UPS AND TRANSFERS;
" Merchant"	A merchant that accepts payment for the sale of goods and services.
"Customer Funding Account"	The segregated bank Account where we hold funds corresponding to your Available Balance in accordance with the collateral provisions of the Electronic Money Regulations 2011;
"Account" or "E-Wallet"	A Data Account in our system in which we record the Available Balance, Transaction data and any other information from time to time;
"Working Day"	Monday to Friday from 09:00 am to 22:00 pm GMT excluding public holidays and national holidays in Spain;
"Electronic Money"	The monetary value issued by us to your Account at the time of receipt of funds on your behalf in the Customer Funding Account equal to the amount of funds received;
"Direct debit"	An automatic payment method set up between you and us to send payments to organisations in accordance with a direct debit mandate provided by you to that organisation which manages the frequency and amount of each payment;

"Customer Due Diligence"	The process we have to perform to verify the identity of our Customers;
"Simplified Due Diligence"	Refers to a less stringent form of Customer Due Diligence that provides lower limits for Accounts and Cards.
"European Economic Area" or "EEE"	Refers to the Member States of the European Union ("EU") as well as Iceland, Liechtenstein and Norway.
"PFS IBAN"	Refers to the virtual IBAN issued by our banking service provider that we attribute to your Card or your Account which may be used by you or others for Direct Debits or for the purposes of making SEPA Funds Transfers that will result in a credit of the relevant funds to your Account.
"IBAN"	Refers to the International Bank Account Number as a form of identification of Bank Accounts for making international payments;
"Payment"	Refers to the payment of goods and services using the card.
"Authorised person"	Refers to any person you authorise to access your Account;
"Account Information Service Provider" or "AISP"	The Account Information Services provider;
"Payment Initiation Service Provider" or ("PISP")"	A payment service provider that provides a Payment Initiation Service;
"Card scheme"	The operator of the payment scheme under which each Card is issued;
"Available Balance"	The amount of e-money issued by us and not yet spent by you;
"Payment Initiation Service"	Refers to the online service for initiating a payment request at the request of the Payment Service User in respect of a Payment Account with another payment service provider;
"Account Information Services"	Refers to the online service that provides consolidated information on one or more Payment System User's Payment Accounts with another payment service provider or with more than one payment service provider;
"Payment Services"	Refers to the services provided by us under this Agreement, including the issuance of Cards, Accounts and IBANs and excluding Transactions;

"Virtual Card"	A card number issued by us to make a one-off payment without issuing a corresponding physical card.
"Material Card" or "Physical Card"	Material card is the physical or plastic card that the user requests from the mobile application and is delivered to their home, or is delivered through offline distribution channels.
"Card"	A Mastercard® prepaid debit card issued by us and linked to your Account, which can be used to spend your Available Balance wherever Mastercard® is accepted;
"Applicable exchange rate"	The exchange rate is available on the following website: https://www.mastercard.com.mx/es-mx/convert-currency.html
"Transaction"	A Direct Debit, Bank Transfer or SEPA Transfer;
"SEPA Transfer"	A line available only for Accounts registered in Spain instructing us to send Euros to a bank Account anywhere within the Single Euro Payments Area ("SEPA") indicating the IBAN of the beneficiaries of the funds.
"Transfer"	An electronic money transfer from one Account to another Account.

2. Contact and Regulatory Information

- 2.1. Your Card or Account can be managed through our online payment system which you can download from Google Play or Apple Pay. You can contact us at support@rebellionpay.com or by phone on +34 91 057 02 61
- 2.2. The issuer of your Rebellion Mastercard and provider of the Payment Services is PFS Card Services (Ireland) Limited (PCSIL). PCSIL is registered in Ireland under company registration number 590062. Registered Office: Head Office, Scurlockstown Business Park, Trim, Co. Meath, C15 K2R9.
- 2.3. PCSIL is authorised and regulated as an issuer of electronic money by the Central Bank of Ireland under registration number C175999.
- 2.4. Details of the authorisation of the PCSIL by the Central Bank of Ireland are available on the public register at <http://registers.centralbank.ie/DownloadsPage.aspx>.
- 2.5. PFS Card Services (Ireland) Limited acts as issuer of the Rebellion programme.
- 2.6. Rebellion is the programme manager and is registered in Spain with registered office at Calle Serrano 88, 1st floor, 28006, Madrid (Spain).

2.7. PCSIL is authorised as an affiliate member of the Mastercard programme.

3. Type of Service, Eligibility and Access to Account

Your Card is not a credit card and is not issued by a bank. Regardless of the type of Card(s) you have, you will have only one Account where your Available Balance is held.

Your Paid Services may not be activated unless you have provided us with the necessary information to enable us to identify you and to comply with all applicable customer due diligence requirements. We will maintain records of such information and documents in accordance with all applicable legal and regulatory requirements.

A reference to a currency (e.g. euro or pound sterling) will mean that amount or the equivalent in the local currency in which your Card is denominated.

Any transaction on your Card in a currency other than the currency in which your Card is denominated will require a currency conversion using an applicable exchange rate.

The Available Balance on your Card and/or Account will not accrue any interest.

The Payment Services are prepaid payment services and not a credit or banking product, therefore you must ensure that you have a sufficient Available Balance to pay your Transactions and the applicable Fees.

If for any reason a Transaction is processed and the amount of the Transaction exceeds the Available Balance, you must return the excess amount to us immediately and we shall be entitled to stop any existing or subsequent Transactions.

This Agreement does not give you any rights against the card schemes, their affiliates or any third party.

Each time you request access to the Account, we will ask you for your Access Codes (as defined in Clause 8). Provided the correct Access Codes are entered, we will assume that you are the person giving the instructions and carrying out the Transactions and that you will be responsible for them, except to the extent provided in Clause 8. We may refuse to act on any instruction that we believe: (i) was unclear; (ii) was not given by you; or (iii) would cause us to be in breach of a legal or other obligation; or if we believe that the Paid Service is being used for an unlawful purpose.

3.10. We will use our best endeavours to prevent unauthorised access to your Account. Provided that you have not breached the other terms contained in

this Clause 3 or Clause 8, we will accept responsibility for any loss or damage to you as a direct result of any unauthorised access to the Account in accordance with Clauses 14 and 15 of this Agreement.

4. Purpose and Operation

The Application allows users to access a Virtual Card, a Physical Card, obtain an Account number (IBAN), make bank transfers and money movements between users.

A Virtual Card is the representation of a physical card whose information is accessible through the mobile phone, without the existence of a physical support, i.e. without the existence of a plastic card.

A physical card is a plastic support in the form of a bank card that allows purchases to be made both online (by entering the card information) and in physical shops (through the use of magnetic stripe, chip or contactless technology).

Through access to a Virtual Card, Rebellion Pay provides the user with all the information of a card: card number (PAN), expiry date and CVV. This card is designed for the purchase of products and services over the internet (e-commerce) and for use in establishments where it is not necessary to have a physical card to make purchases.

Additionally, both the Virtual Card and the Physical Card can be linked to Apple Pay and Google Pay™ payment systems. This allows purchases and payments to be made at merchants with Point of Sale ("POS") terminals compatible with the mobile device's NFC system.

These systems also allow cash withdrawals from ATMs, provided that the ATM is compatible with this technology.

The user knows that a Virtual Card is considered a card similar to a Physical (plastic) card and is therefore personal and non-transferable.

The cards provided by Rebellion Pay are prepaid and can only be used when sufficient credit is available.

The card is created with €0 and must be loaded by the user with the amount he/she wishes (always starting from €10), taking into account the established limits (see Clause 11 - FEES, SPENDING LIMITS, CASH WITHDRAWALS, CARD TOP-UPS AND TRANSFERS).

You will be able to load your Virtual or Physical Card directly from the mobile application by using a valid bank card with available funds.

The minimum top-up by credit card is €10.

You can also top up your Rebellion Pay account by bank transfer with no minimum amount.

In addition, the mobile application allows you to:

- a. Check the movements generated by the use of your card
- b. Obtain a physical card
- c. Obtain a Current Account Number (IBAN)
- d. Instantly move or send money between users of the application
- e. Make Sepa transfer
- f. Lock and unlock the card when needed
- g. Top up your account via a bank card, Apple Pay y Google Pay
- h. Create Pay by Link

5. Type of Service, Eligibility and Access to Your Account

Your Rebellion Card is not a credit card and is not issued by a bank. Regardless of the type of Card(s) you have (Virtual or Physical), you will have a single Account.

Your Paid Services may not be activated until we have received the requested information and can finalise your verification as a User.

Rebellion Pay keeps a record of the information provided by all customers in accordance with all applicable regulatory and legal requirements.

La única divisa aceptada en Rebellion Pay es el Euro(€). Cualquier Transacción (pago o compra) con tu Tarjeta Rebellion en una moneda distinta del euro podrá derivar en el pago de una comisión por el Tipo de Cambio Aplicado (see Clause 12 - FEES, SPENDING LIMITS, CASH WITHDRAWALS, CARD TOP-UPS AND TRANSFERS).

The Payment Services offered by Rebellion Pay are prepaid payment services, and, therefore, you must have sufficient Available Balance in your Rebellion Account to cover the Transactions (purchases, payments or transfers) that you wish to carry out at any given time.

You are solely responsible for ensuring that your account has sufficient funds in the balance to meet the payments to be debited from your account.

For security reasons, every time you try to access your Account, the mobile application will ask for your password.

Provided that the Passwords are correct, we assume that you are the person giving the instructions and carrying out the Transactions, and, therefore, you are responsible for them, except as provided for in Clause 23 - LOSS AND/OR THEFT OF YOUR CARD.

Rebellion Pay reserves the right to refuse any instruction which it considers to be: (i) unclear; (ii) not given by the user; or (iii) which may involve a breach of law or any other obligation; or if we believe that the Payment Service is being used for illegal purposes.

We will use our best endeavours to prevent unauthorised access to your Account. Provided you have not breached any other terms, we will accept responsibility for any loss or damage to you arising directly from unauthorised access to your Account.

6. Access for minors

Rebellion Pay allows users between the ages of 14 and 18 to register, provided that the parent or legal guardian of the minor is involved in the registration process and gives their consent and approval.

In the registration process for underage users, it is compulsory to provide the details of the minor and the person responsible for said minor (Parent or Legal Guardian).

It is mandatory that the adult with parental responsibility for the minor is involved in the registration process (KYC) and provides his/her ID and a selfie photo.

Rebellion Pay will verify the suitability of the documents and reserves the right to cancel or suspend any registration process or previously registered Account if it detects or suspects that any minor has registered or accessed the application in breach of the minimum requirements, or if documents have been provided that raise suspicions as to their validity, regardless of whether the registered user (whether a minor or not) has already proceeded to top-up their account and there is a positive balance in their Rebellion account.

Registration of children under 14 years of age is not permitted in any form or manner.

7. Use of Paid Services

You will be able to access your Account information through the App.

You will see details of your Transactions, including dates, currencies, charges and exchange rates applied.

If your Available Balance is insufficient to meet a payment or purchase transaction, the merchant will most likely not allow you to make that transaction.

The value of each Transaction and the amount of any Fees payable by you under these Terms and Conditions will be deducted from the Available Balance in your Account.

Once a Transaction has been authorised, you will not be able to withdraw (or revoke) the corresponding payment order once it has been received.

A Transaction will be deemed to have been received at the time you authorise the Transaction as follows:

- For Payments and ATM Transactions, at the time we receive the payment order for the Transaction from the merchant, buyer or ATM operator, and
- A payment order for a Transfer or SEPA Transfer issued and received by us at the time you order it through your Account

Where a reversal of an authorised payment is accepted, Rebellion Pay reserves the right to apply a transaction reversal fee.

In order to protect your Account from fraud, Merchants may request an electronic authorisation before processing any payment.

Rebellion may refuse any payment authorisation that breaches these Terms and Conditions of Use, or if we suspect that you or any third party has, plans or intends to commit fraud or any illegal use of the Account.

You are solely responsible for complying with, knowing and retaining your Account access data. Upon termination of this Agreement for any reason, Rebellion Pay shall have no obligation to store, save, report or provide copies of your login data, Transaction data or any records, documentation or other information relating to any Transaction or Account.

You agree to only use the Services provided by Rebellion Pay for lawful purposes, and to adhere at all times to the laws, rules and regulations applicable within the European Union relating to the use of the Payment Services including the provisions of this Agreement.

You agree not to use the Payment Services provided by Rebellion Pay to receive or transfer funds on behalf of any other natural or legal person.

The ability to use or access the Rebellion Pay Services may, from time to time, be interrupted by maintenance work on our System.

Please contact Customer Service through our designated channels to report any problems you may be experiencing with the use of your Card or Account and we will do our best to resolve the problem.

8. Registration and Access to Rebellion for Minors

All users between the ages of 14 and 17 (both included) may register and access the Rebellion app **always with the consent and authorisation of their parent or legal guardian.**

The legal guardian must agree to have read these terms and conditions of use and acknowledge that he or she has parental responsibility for the minor.

In addition, the legal guardian must provide Rebellion with his/her personal data and identity document through the telematic means provided on our website and/or app.

Rebellion reserves the right not to register users who are minors if: there are doubts about their real age, if they are under 14 years of age, if there are doubts about the veracity of the identity document provided by the minor or that of their legal guardian, if potential identity theft or fraudulent access or use of the account is detected.

In addition, Rebellion may terminate any account without notice if Rebellion has any indication of possible coercion, pressure, force or subjugation of a minor to register or access an account.

9. Access to Providers

You may consent to other regulated companies (PISP or AISP) accessing your Account to make payments or obtain information about your Card and/or Account balances or transactions.

PISPs and/or AISPs must be duly registered and authorised in accordance with the European PSD2 regulation. It is your sole responsibility to consult and understand the terms of the PISP/AISP to which you wish to give access to your Account. Rebellion Pay disclaims any liability for any problem arising from access to your Account by a PISP/AISP that does not comply with the regulations in force at any given time.

Any consent you unilaterally provide to a provider will result in an agreement between you (Rebellion Pay user) and the provider, and therefore Rebellion

Pay shall have no liability for any loss of information or leakage of funds as a result of such an agreement.

RECOMMENDATION: We recommend that, before giving your consent to any third party to access your account through other applications, software or technology platforms, you ensure that you are aware of the extent of access you are authorising, how such access will be used and to whom it may be transmitted.

To the extent permitted by law and regulation, and subject to any rights of reimbursement you may have under this Agreement, Rebellion Pay is not liable for any action a third party takes in connection with the suspension or termination of your use of its service, or for any resulting losses the third party may cause to your Account.

If necessary, Rebellion Pay reserves the right to deny access to your Account to any third party where we consider that such access constitutes a security risk, money laundering, terrorist financing or money flight, or any other criminal activity.

In the event that we have to take such measures and where possible, we will try to provide reasons for the termination, suspension or blocking of your Account, unless there are other security reasons.

10. Terms of Use in Certain Merchant Outlets

There are some merchants that may require you to have an Available Balance in excess of the amount of the Payment to be made, for example, some restaurants or car hire companies may require you to have a higher percentage balance than the value of the bill to be paid.

It is also possible that some merchants may require verification of your Account balance and order a hold or pre-authorisation on your Account.

In the event that a merchant debits a pre-authorisation from your Account, these funds will not be available until the full payment has been completed or these funds have been released by the merchant. The release of held funds may take up to 35 days.

It is possible that some merchants may not accept payment by our card, Rebellion Pay disclaims any liability arising from the inability to use our cards at certain merchants.

11. Fees, Spending Limits, Cash Withdrawals, Card Top-ups and Transfers

Account cancellation fees	Free
---------------------------	------

Account maintenance fees	Free
Mobile application	Free
Card issuance (Virtual or Physical)	Free
Apple Pay	Free
Google Pay	Free
Card maintenance fees	Free
Card activation	Free
Inactivity fee	Free
Card top-up fee	Free
Sending money by Flash Transfers (money transfers between users)	Free
Replacement of physical card due to theft *Providing a police report	Free
Physical card replacement, loss or damage	€5
Physical card delivery fees	€0,00

REBELLION ACCOUNT LIMITS ON CARD TOP-UPS

Maximum number of cards to top up your account from	5 cards
Maximum quantity to be topped up per day	10.000€
Maximum number of top-ups per day	5
Minimum top-up from bank account	€10
Maximum balance available in account	20.000€,000
Maximum top-up amount per year	240.000€

SPENDING LIMITS ON CARD PURCHASES

Spending limit on card purchases	Up to €3,000 per month
Maximum number of card purchases	20 purchases per day

BANK TRANSFER LIMITS

Outgoing transfers	As many as you want. Free
--------------------	---------------------------

LIMITS ON CASH WITHDRAWALS AT ATMS

Worldwide	<p>Rebellion bears the commissions* for the first 4 withdrawals in Spain and the first 4 withdrawals in the rest of the world, or up to a limit of €500/month**</p> <p>* Outside Spain, the ATM owner may charge fees that are not under Rebellion's control.</p> <p>**From the fifth withdrawal or when more than €500 is withdrawn in a month, €2 per withdrawal will be charged.</p> <p>For information on international ATMs that do not charge these fees see this link: https://help.rebellionpay.com/es/articles/3313944-retirar-pasta-fuera-de-espana</p>
------------------	--

** This plan is affected by the security limits set: €750/day and €1000/month.

EXCHANGE RATES APPLIED TO PURCHASES AND WITHDRAWALS

The exchange rate applied to purchases in shops and cash withdrawals in foreign currency is that applied by Mastercard. You can check it at the following link:

<https://www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html>

*** Please remember that you must pay in local currency for this exchange rate to be applied.**

12. Exceeding Limits

When new funds are transferred or debited to an Account and the limits are exceeded, the funds will be returned in full amount back to the originating account. Our service does not provide exceptions to this matter.

It is the user's responsibility to monitor their limits and manage the inflows and outflows of funds so as not to exceed the permitted limits.

13. Referral System, Invite Friends, Earn Money by Inviting Friends

Our application allows users to invite their contacts to use Rebellion. Rebellion reserves the right to reward the user who has invited, as well as the person invited depending on the promotion and the time of application of the referral system.

Rebellion may reward users by depositing an amount into their account, which shall in no case exceed €10 per user. Rebellion reserves the right to set the amount of the bonus at any time.

Rebellion may modify, delete, interrupt or definitively cancel the referral system or invitations at any time, without being required to notify the user beforehand.

Any breach of these Terms and Conditions may result in the reversal of bonuses previously granted to users through the referral system.

Rebellion reserves the right to define the criteria or requirements that users must meet from time to time in order to be promoted through the invitation system to new users.

14. Promotions

Rebellion Pay may make various promotions available to its users at both physical and online merchants. These promotions will be communicated through the communication channels that Rebellion uses for this purpose.

In accordance with the General Data Protection Regulation, those users who have decided not to give their express consent to receive communications may

not be informed of any promotional communications that Rebellion may send and therefore may not have access to them.

Promotions will have a period of validity (start date - end date), therefore, those users who have not accessed the promotion offered during its period of validity will not be able to claim, access or enjoy it at a later date. The promotion will be considered to have ended.

Rebellion Pay reserves the right to cancel or remove any promotion during the period of validity without prior notice and without the user being able to make any claim for access to it.

15. Managing and Protecting Your Account

You are solely responsible for safeguarding your Account username and password ("Access Keys") and your Card's personal identification number ("PIN").

Do not share your PIN with anyone.

Keep your PIN in a safe place separate from your Card or any existing record of your Card number.

Memorise your PIN as soon as you receive it.

Destroy any emails, SMS or other communications that have been used to provide passwords or access codes.

Never write your PIN on the Card, or on any other medium that normally accompanies your Card.

Always keep your PIN secret and do not use the PIN if someone else is watching.

Do not share your Passwords with anyone except Authorised Persons.

The User is responsible for any fraudulent use that may be made of his or her Account by disclosing his or her access codes.

Failure to comply with Clause 15 - MANAGING AND PROTECTING YOUR ACCOUNT may affect your ability to claim damages under Clause 23 - LIABILITY FOR UNAUTHORISED OR IMPROPERLY EXECUTED TRANSACTIONS.

If you believe that someone else may know the security details of your Account or Card, you should contact us through the channels provided immediately.

Once your Card has expired (Clause 16 - EXPIRATION AND REDEMPTION) or if you have found it after reporting it lost or stolen, you must destroy the Card by cutting it in two at the magnetic stripe and the chip.

16. Expiration and Redemption

Rebellion Pay Cards have an expiration date printed on them (the "Expiration Date"). The Card and any IBANs linked to the Card can no longer be used after the Expiration Date.

If your Card expires before your Available Balance is exhausted, you may contact Customer Service to request a new replacement Card.

Rebellion Pay reserves the right to issue a new card to replace a card that is about to expire, even if it has not been requested. In this case, the card will not incur any issuing, activation or shipping fees for the user.

You may contact us at support@rebellionpay.com to request the recovery of your funds for 10 years after the closure, cancellation or suspension of your Rebellion Account. After this time, your available balance will no longer be redeemable and Rebellion Pay will be entitled to retain the corresponding funds.

Where your Available Balance remains for more than one year after the date of termination of this Agreement pursuant to Clause 20 - CLOSURE OR SUSPENSION OF YOUR ACCOUNT, we shall not be obliged to safeguard the corresponding funds in our Customer Funds Account, but you may still request a refund for a maximum of 6 years, in which case Rebellion Pay may deduct from your Account balance the costs of maintaining the funds during this period.

We shall have the absolute right to set off, transfer or apply any sums held on the Account(s) or Card(s) in or towards discharge of all or any of the obligations and Fees due to us which have not been paid or satisfied when due.

We shall have the absolute right to close your Account and file a chargeback claim for uncollected Transactions if your Account has a negative position for more than 60 days.

If your Account has not been accessed for at least 2 consecutive years and has an Available Balance, Rebellion Pay reserves the right to contact you by any means available to us to propose the recovery of your balance. If you do not respond to our notification within thirty (30) days, we will automatically close your Account and initiate a Transfer of your Available Balance to the last Payment Account that you have notified us of.

17. Identity Verification

You must notify us within 7 days of any change in your postal address or other contact details. You may notify us of this information by contacting Customer Service, who may ask you for various information to confirm the change.

You will be liable for any loss resulting directly from your failure to notify us of a change in your contact information.

Our Customer Service department may need to verify your new postal address and request proof of address.

Rebellion Pay reserves the right to verify your identity and postal address (e.g. by requesting original documents or direct debit receipts) at any time for fraud and/or money laundering prevention purposes.

Through this Terms and Conditions Agreement, you authorise us to conduct electronic verifications of your identity directly or using third parties.

18. Verification of the Source of Funds

The verification of the source of funds is a practice that is conducted on those transactions that raise doubts about their honorability or legality.

Rebellion Pay reserves the right to suspend or block your Account indefinitely in order to verify the source of any funds you may have deposited into your Account.

The process of verification of the origin of the funds will start with a written request for bank statements proving the origin of the movements of the deposits made in Rebellion Pay.

During this period of time, Rebellion reserves the right to suspend all or part of the user's account until the verification and verification of the source of the funds deposited has been completed. The user may also have limited access to the funds that he/she may have in his/her account.

Rebellion Pay may at any time request additional or detailed information to help clarify the origin of funds that have been deposited into your Account.

19. Right of Cancellation

You may cancel this agreement and your account by contacting our support department through the channels provided: by email at: support@rebellionpay.com or through the instant messaging service from our app.

Rebellion Pay reserves the right to maintain the Available Balance for 30 working days from receipt of your cancellation request in order to meet any subsequent payments that may occur on your account.

Your Account may not be closed if it is in a source of funds verification process (Clause 18 - VERIFICATION OF THE SOURCE OF FUNDS).

After the cooling-off period you may terminate your Account as described in Clause 17 - EXPIRATION AND REDEMPTION.

20. Closure or Suspension of Your Account

Rebellion Pay reserves the right to terminate this Agreement with at least 2 months' notice.

Use of the Card and any IBAN provided ends on the Expiration Date printed on the card.

This Agreement and your use of the Payment Services will also terminate when your ability to make Transactions ceases.

Rebellion Pay may suspend the service of your Account in whole or in part, indefinitely, if:

- There is any defect or failure in the data processing systems
- We have reasonable grounds to believe that your Account has been misused in breach of this Agreement or in the commission of a criminal offence
- The Available Balance is at risk of fraud or fraudulent use
- We suspect that you have provided false or misleading information
- You do not keep your ID document up to date and valid in order to validate your identity.
- We have to do so by law, by requirement of the police, court or any relevant regulatory or governmental authority
- It is necessary to comply with our legal obligations in relation to the fight against money laundering or terrorist financing
- There is a suspicion of unauthorised or fraudulent access to or use of your Account or if it appears that any of the features of your Account have been compromised, including the unauthorised or fraudulent execution of a Transaction

- We have reasonable grounds to believe that you are engaging in illegal or prohibited activities
- We cannot verify your identity or any other information about you, your Account or a Transaction
- If we believe that any Transaction has been made using your Card or IBAN after it has expired. If any of the actions set out in Cláusula 16 - GESTIONAR Y PROTEGER TU CUENTA, deberás abonarnos inmediatamente dicha cantidad

Siempre y cuando nos resulte posible, y no se comprometan las normas de seguridad, le notificaremos por email las razones sobre la suspensión o restricción de su Cuenta y las medidas que podrán tener lugar inmediatamente después.

Restableceremos tu Cuenta o ejecutaremos las correspondientes Transacciones tan pronto como nos sea posible, y siempre que dejen de ser aplicables los motivos descritos en la Clause 16 - MANAGING AND PROTECTING YOUR ACCOUNT.

You may cancel or suspend your Rebellion Pay Account at any time by contacting our Customer Service department.

Upon cancellation of the service, you will be responsible for destroying any physical Card we may have provided to you.

If, following the return of your Available Balance, it is discovered that Transactions have been made or charges or Fees have been incurred using the Card, or if we receive any refund of any Transaction prior to the termination of your Account, we will notify you of such amount(s) and you will be required to pay such amount(s) immediately as a debt.

21. Reopening of Accounts

If, after the cancellation of an account, the user requests its reopening, Rebellion reserves the right to reopen the previously cancelled account or to create a new account with a different account number. In this way, a new numbering for issued cards and new account numbers (IBAN) can be generated (or not).

22. Loss and/or Theft of Your Card

If your Card is lost or if you believe someone is using it, its PIN and/or your Access Codes without your permission, or if your Card is damaged or malfunctions:

You should contact us as soon as possible and provide us with your Account or Card number and your Username or Password as well as any other acceptable

identifying information so that we can be sure we are talking to the cardholder.

Provided we have obtained your consent to close the Account, we will provide you with a replacement Card with a new Account to be debited with an amount equal to your last Available Balance.

Upon notification of any loss or theft, we will suspend the Paid Services as soon as possible to limit any further loss (Clause 17 - EXPIRATION AND REDEMPTION).

Replacement Cards will be sent to the address of the most recent Account on file with us. If the address is incorrect because we have not been notified well in advance of the change of address, this will result in a Replacement Card Fee.

If you subsequently find or recover a Card that you have reported as lost or stolen, you must immediately destroy it by cutting in half its magnetic stripe and chip.

23. Liability for Unauthorised or Improperly Executed Transactions

In accordance with Clause 22 - LOSS AND/OR THEFT OF YOUR CARD we will reimburse you in full for unauthorised Transactions made from your Account, no later than the end of the next Working Day after you have notified us of such Transaction (except where there are reasonable grounds to suspect potential fraud), provided that you have informed us of such unauthorised Transaction without undue delay after becoming aware of the Transaction and in any event, no later than 13 months after the Transaction was made.

Where applicable, we will return your Account to the position it would have been in in the absence of such unauthorised Transaction so that the value date of the credit will never be later than the date on which such amount is debited.

You will be liable for any loss related to an unauthorised Transaction up to a maximum of €150 resulting from the use of a lost or stolen Card or the misappropriation of your Account, unless the loss, theft or misappropriation was not detected by you prior to payment (unless you acted fraudulently) or was caused by an action or inaction of our employees, agents or service provider.

You will be liable for any loss incurred by you as a result of an unauthorised Transaction if you have acted fraudulently or failed to use your Account in accordance with the terms and conditions of this Agreement or to keep your Passwords secure in accordance with Clause 10 - TERMS OF USE IN CERTAIN MERCHANT OUTLETS, whether intentional or grossly negligent.

You will not be liable for any loss incurred by you as a result of an unauthorised Transaction that occurs after you have notified us that your Access Codes have been compromised in accordance with Clause 10 - TERMS OF USE IN CERTAIN

MERCHANT OUTLETS, unless you have acted fraudulently, or where we have been unable to provide you with the means to notify us in the manner agreed at the time we become aware of the loss, theft, misappropriation or unauthorised use of your Card or Account.

We will not be liable for any refund or loss incurred for non-payment of an incorrect or unexecuted Transaction if the payee's Account details provided were incorrect or if we can prove that the full amount of the Transaction was correctly received by the payee's payment service provider.

We shall not be liable for unauthorised or improperly executed Transactions if they are affected by abnormal or unforeseen circumstances beyond our control or where we are acting pursuant to a legal obligation.

Where we are responsible for the incorrect execution of a Transfer or SEPA Transfer that you receive under this Agreement, we will immediately return the amount of the Transaction to your Account no later than the value date of the Transfer if said Transfer was successful.

Where we are responsible for the incorrect execution of a Payment, Transfer or SEPA Transfer, we will, without undue delay, refund to you the amount of the erroneous or unexecuted Transaction and, where applicable, return the Account to the position it would have been in had the erroneous Transaction not been made.

In the event of a Payment, Transfer or SEPA Transfer not executed or executed erroneously, we will make reasonable efforts to trace the transaction and notify you of its outcome free of charge, whether or not the problem is ours.

Any claim for a refund of a direct debit bill or payment must be submitted within 8 weeks of the date on which the funds were deducted from your available balance, within 10 working days of receipt of the refund claim, or within 10 working days of the payment.

The right to a refund under this clause shall not apply if you have given us your direct consent to the making of the Payment and, if applicable, if information about the Payment was given or made available to you or the payee on an agreed basis at least four weeks before the due date.

Should you be dissatisfied with the justification given for the refusal of the return or with the outcome of your return claim, you can file a complaint through the consumer service office:

<https://sede.madrid.es/UnidadesDescentralizadas/Consumo/HojasReclamacion/es/ficheros/A.F.HOJA%20WEB.pdf>

If at any time we have incorrectly withdrawn money from your Available Balance, we will refund that amount to you. If we subsequently establish that the withdrawal was correct, we may deduct it from your Available Balance and apply a Fee to you. If your Account does not have sufficient Available Balance,

you will be required to return the amount to us immediately via bank transfer or by debiting your Rebellion Account.

You will be responsible for any costs arising from Transactions, Disputed Transactions, Transactions in arbitration or returned Transactions, and therefore the costs will be deducted from your Account.

24. General Liability

Without prejudice to Clause 23 - LIABILITY FOR UNAUTHORISED OR IMPROPERLY EXECUTED TRANSACTIONS

- a. Neither party shall be liable to the other for any indirect or consequential loss or damage (including without limitation, loss of business, profits or revenue) incurred in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise.
- b. We will not be liable:
 - i. If you are unable to use our Payment Services or the Card for any valid reason set out in this Agreement
 - ii. For any fault or failure in connection with the use of the Payment Services including, but not limited to, failure of the Available Balance or failure or error of data processing systems
 - iii. For any loss, failure or error in connection with the use of a Provider as set out in Clause 6.3, 6.6 and 6.7 of this Agreement
 - iv. If a Merchant does not accept Payment or does not cancel an authorisation or pre-authorisation
 - v. For the goods and services that are purchased with your Card
 - vi. For any dispute you may have with a Merchant or other user of the Payment Services in which you may be involved:
 1. Unduly delayed
 2. Fraudulently
 3. With gross negligence (including where losses arise from your failure to notify us of your correct personal details)

By these Terms and Conditions, you agree not to make unlawful use of the Paid Services and to indemnify us for any claims or proceedings arising from such unlawful use of the Paid Services arising from you or any person authorised by you.

You shall be solely responsible for your Interactions with Merchants. We reserve the right, but have no obligation, to monitor or mediate disputes with merchants where you have used our Payment Services.

To the extent permitted by applicable law and in accordance with Clause 23 and 24, paragraph 5, our total liability under and as a consequence of this Agreement shall be limited as follows:

- A. Where your Card is defective due to our error, our liability will be limited to replacement of the Card or, at your option, payment of the Available Balance; and
- B. In all other circumstances of defect, our liability will be limited to payment of the amount of the Available Balance.

Nothing herein shall exclude or limit the liability of the Parties in respect of death or personal injury resulting from such party's negligence or fraudulent misrepresentation.

Neither party shall be liable, nor shall it be deemed in breach of this Agreement for any delay or failure to perform as set forth in this Agreement.

25. Conflict Resolution

We are committed to providing excellent service to all our Customers. If we do not meet your expectations, we would like the opportunity to rectify this.

In the first instance, your initial communication should be directed to our Customer Service Team by email at support@rebellionpay.com or by telephone on +34 910570262.

Our Customer Service Team will listen to your needs and will do everything in their power to resolve your problem as quickly and efficiently as possible.

If once you receive the response from our Customer Service Team you are not satisfied with the final result, you can escalate your complaint through the official Consumer Office of the Autonomous Community of Madrid using the following link:

https://gestionesytramites.madrid.org/cs/Satellite?c=CM_Tramite_FA&cid=1109168952852&noMostrarML=true&pageid=1142687560411&pagename=ServiciosAE%2FCM_Tramite_FA%2FPSAE_fichaTramite&vest=1142687560411

26. Your Personal Data

PCSIL is a data controller registered with the Irish Information Commissioner's Office.

In order to provide the service, we need to collect and process your personal data and that of Additional Data Subjects and Authorised Persons with your

consent or on a legal basis in order to comply with our obligations under anti-money laundering or other state legislation.

You will be asked for your consent to the collection of your data which you can accept or refuse. Where you refuse the collection and processing of your data, we reserve the right to suspend the service due to our obligations as a financial services institution.

We may disclose or confirm your personal information with other organisations and obtain further information about your personal information for the purposes of verifying your identity and complying with anti-money laundering and terrorist financing regulations and other government legislation.

We may send your personal data to a third party in the process of processing your Account. Any third party with whom we may share your data will be obliged to keep your information secure and use it only to perform the service they provide on your behalf. Where we transfer your personal data to a third country or international organisation, we will ensure that this is done securely and in compliance with the minimum data protection standards in your country.

You will have the right to receive information about the personal data we hold about you, and to rectify that data where it is inaccurate or incomplete. You will have the right to object to or withdraw consent for certain types of processing such as direct marketing.

Your data will be retained for 10 years following the provision of the services, at which time it will be destroyed in compliance with the requirements of the Data Protection Regulations.

If you wish to lodge a complaint about the processing of your personal data, you may lodge a complaint directly with the Data Protection Officer: cathal.smyth@emlpayments.com

Our Privacy Policy provides full details of your rights as a data subject and our obligations as a data controller. Please read the document and make sure you understand what your rights are.

27. Modification of Terms and Conditions

We may propose to update or amend these terms and conditions (including the Fees and Limits Outline) on a case-by-case basis and on paper or other durable medium, not less than two months prior to the date on which the proposed amendment takes effect.

Rebellion Pay undertakes to give at least 2 months' notice of any changes via our Website, email or text message.

Your continued use of the Paid Services after such 2 month period shall be deemed acceptance of the Paid Services and shall be subject to such modified and updated Terms and Conditions. If you do not wish to continue to be bound by such Terms and Conditions, you must discontinue use of our services and terminate this Agreement in accordance with Clause 12 before such changes take effect.

28. Miscellaneous Provisions

We may assign or transfer our rights, interests or obligations under this Agreement to any third party (including through merger, consolidation or acquisition of all or substantially all of the business or assets relating to the Agreement) by giving 2 months' notice. This will not affect your rights or obligations under this Agreement.

Nothing herein is intended to benefit any third party who is not a party to it and no third party shall have any right, in the light of the Spanish Contracts Act (Rights and Third Parties) of 1999, to enforce the terms of this Agreement but this Clause shall not affect the right or remedy of any third party which may exist or be available to it in addition to this Act.

This Agreement and the documents referred to herein constitute the entire agreement and consent of the parties and supersede any prior agreements between the parties with respect to the subject matter hereof.

29. Protection of Funds

All funds corresponding to the Available Balance of your Account are held in a Segregated Account separate from our own funds and are held in the Customer Funds Account in accordance with the statutory safeguarding requirements of the Electronic Money Regulations 2011.

In the event of our insolvency, these funds would be protected from any claims by our creditors.

30. Governing Law and Jurisdiction

Payment Services, Cards and Accounts are payment services and not deposits, credits or banking products and are therefore not subject to the Financial Services Compensation Scheme ("FSCS").

This Agreement shall be governed by and construed in accordance with the laws of Spain and any dispute or claim in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the courts of the city of Madrid.

However, if you do not reside in Spain, you may have recourse in your country of residence. In those cases in which users of payment services have the status of consumer in accordance with the Consolidated Text of the General Law for the Protection of Consumers and Users and other complementary laws, the parties may, when they so agree, resort to the consumer arbitration provided for in the Spanish Royal Decree 231/2008, of 15 February, which regulates the consumer arbitration system.

31. Intellectual and Industrial Property

All rights to the content, design and source code of this App and, in particular, including but not limited to, all rights to photographs, images, text, logos, designs, trademarks, trade names, data included in the App and any other intellectual and industrial property rights are owned by RBLDE UNCONVENTIONAL S.L., or third parties who have expressly authorized RBLDE UNCONVENTIONAL S.L. to use them in their App..

Therefore, and by virtue of the provisions of the Spanish Royal Legislative Decree 1/1996, of 12 April, which approves the revised text of the Intellectual Property Law, regularising, clarifying and harmonising the current legal provisions on the subject, as well as Law 17/2001, of 7 December, on Trademarks and complementary legislation on intellectual and industrial property, is expressly prohibited the reproduction, transmission, adaptation, translation, distribution, public communication, including its mode of making available, all or part of the contents of this App, in any form and by any technical means, unless expressly authorized in writing by RBLDE UNCONVENTIONAL S. L.

REBELLION PAY does not grant any licence or authorisation of use of any kind on its intellectual and industrial property rights or on any other property or right related to the App, and in no case shall it be understood that the browsing access of the Users implies a waiver, transmission, licence or total or partial transfer of these rights by REBELLION.

Any use of these contents not previously authorised by REBELLION will be considered a serious breach of intellectual or industrial property rights and will give rise to the legally established responsibilities.

32. Data Protection

The User data collected through our Application are stored by REBELLION in order to be able to provide the service with all the guarantees.

We take the protection of Users' personal data very seriously, which is why we undertake to treat them in an absolutely confidential manner and to use them only for the purposes indicated.

REBELLION respects the privacy of its users and ensures that personal data is processed in accordance with current legislation.

If you would like more information about REBELLION's privacy policy, please visit the following link:

<https://rebellionpay.com/public/PoliticaPrivacidad.pdf>

33. Third Party Links

The Application may contain links or hyperlinks to websites or applications owned by third parties. REBELLION takes no responsibility for the content, information or services that may appear on such sites, and in no way implies any relationship, acceptance or endorsement between REBELLION and the persons or entities that own such content or the owners of the websites and/or applications where they are located.

34. Language

REBELLION may translate these General Terms and Conditions or any other policy that may be published on the App. The Spanish version shall prevail in case of conflict with other translations.

35. Dispute resolution

All clauses or terms of these Terms and Conditions must be interpreted independently and autonomously, and the rest of the stipulations will not be affected in the event that one of them has been declared null and void by a court ruling or final arbitration decision. The affected clause or clauses shall be replaced by another or others that preserve the effects pursued by the Terms and Conditions.

These Terms and Conditions are subject to Spanish law. The parties, in accordance with the Spanish Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Protection of Consumers and Users and other complementary laws, submit to the Courts and Tribunals of the place of residence of the User.

Pursuant to the provisions of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on the settlement of consumer

disputes online, REBELLION informs you that, in the event of a dispute, Users residing in the European Union may turn to the "Online Dispute Resolution" ("ODR") App developed by the European Commission, in order to attempt to settle out-of-court any dispute arising from the provision of services by REBELLION.

The User can access the "Online Dispute Resolution" App via the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES>