

# Terms and Conditions of Pluxee Lunch Virtual Card

## I. General provisions

### § 1.

1. These Terms and Conditions provide for the basic rules, form and manner of provision of service, by Pluxee Polska Sp. z o.o., the said service consisting in providing Cards to the Clients, at their request, by sending them to indicated Users, as well as Client's rights and obligations.

2. The Client warrants that the User shall use the Card in accordance with provisions of these Terms and Conditions.

3. Due to the fact that the Cards are issued by the Issuer for Pluxee on the basis of agreement to issue prepaid cards entered into between the Issuer and Pluxee, Pluxee - as the Cardholder, warrants that the Cards shall be used in accordance with the provisions arising from this agreement. Therefore, these Terms and Conditions refer, within the scope defined herein, to the rights and obligations of the Issuer as the Card issuer arising from the agreement made between the Issuer and Pluxee.

### § 2.

The following terms used herein shall have the following meanings:

**Issuer** – DiPocket UAB is a Financial Institution authorized and regulated by the Lithuanian financial supervisory authority - the Bank of Lithuania, which is located at: Gedimino avenue 6, LT-01103, Vilnius, the Republic of Lithuania, telephone No. +370 800 50 500. It operates on the basis of the E-Money Institution License (Number 75) issued in the Republic of Lithuania on November 10, 2020. DiPocket's registered address: Upės str. 23, 08128, Vilnius, the Republic of Lithuania;

**Card** – prepaid Pluxee Lunch Card in digital form of the Mastercard type issued by the Issuer being access to the Funds, the holder of which is Pluxee. The Card is available in two variants:

- a. Meal Card,
- b. Meal and grocery shopping Card,

**Funds** – means the funds associated with the Card;

**Pluxee** – Pluxee Polska Sp. z o.o.; ul. Rzymowskiego 53, 02-697 Warszawa;

**Client** – legal person, a natural person running the business or other organisational unit, that concluded the Agreement with Pluxee for the provision of the Cards to the indicated Users;

**Available Funds** – amount made available by Pluxee at the instruction of the Client, available for use by way of using the Card;

**User** – a natural person who was authorized by the Client to use the Card and to carry out other activities as specified in these Terms on the basis of the authorization granted to the Client by Pluxee;

**Mastercard** – international system of support of the Operations carried out using payment cards bearing the Mastercard logo;

**Mobile Wallet** – Apple Pay or Google Pay mobile Wallets with added Card, which enables making Remote and Contactless Operations using Card;

**Mobile Device** – smartphone or another mobile device with NFC module and Mobile Wallet installed;

**POS** – electronic terminal, software or other technological solution allowing the User to perform Operations by way of using the Card or the Card number, in particular in a POS equipped with the contactless reader that allows the performance of an Operation by way of approaching the card to the contactless reader;

**Merchant's Network** – restaurants or similar points accepting the Card, offering prepared meals, equipped with POS terminals, such as restaurants, corporate cafeterias, catering, etc., in the case of Meal and grocery shopping Cards, the Merchant Network may be extended with grocery stores and other points agreed between Client and Pluxee;

**Meal** - gastronomic service, in particular in the form of ready dishes or snacks, etc. offered to Users at a point belonging to the Merchant's Network;

**Agreement** – Agreement between Pluxee and the Client envisaging Pluxee's providing Cards to the Users indicated by the Client;

**Cancellation** – permanent irreversible invalidation of the Card in the Issuer's system;

**Card Blocking** – temporary, reversible invalidation of the Card in the Issuer's system;

**Operation** – transaction or other operation performed using the Card at a point featuring Mastercard's acceptance mark. The Operation shall decrease the Available Funds.

The possible Operation types:

- a. **Cashless Operation /Payment** – payment for goods and services;
- b. **Remote Operation /Remote Payment** – Payment using the Card's data without physical presentation of the Card, e.g. on the Internet;

All Payments in POS are performed by waving or tapping Mobile Device on the contactless reader;

**Card Code** – a unique and confidential number identifies the Card, given to the User serving the purpose of access to the Card data after its registration;

**PIN** – a confidential four-digit number serving the purpose of authorization of the Operations;

**CVC2** – three-digit code, serving the purpose of authorization of the Remote Payments;

**Mastercard ID check** – a service constituting a free of charge, additional security of payments carried out using the Card for a Remote Operation, consisting in the authentication of some of the transactions, using codes sent via SMS to the User's

registered telephone number, a password, and a login to the Pluxee Service, or any other tools allowing unambiguous identification of the User;

**Customer Service Center** – a center that handles inquiries, complaints and instructions placed by Clients and Users via the following channels:

- a. **Pluxee Service** – a service serving the purpose of obtaining information and managing the Card to the extent allowed therein, available at: [pluxee.pl](https://pluxee.pl);
- b. **Hotline** – telephone support available at: +48 (22) 535 11 11;
- c. **written support**– correspondence sent to the Pluxee’s address or via e-mail to: [kontakt@pluxee.com](mailto:kontakt@pluxee.com)

**Rules** – the rules for the generating and using of the mobile payment services made available for the Pluxee Cards.

### § 3.

1. The card entitles to purchase only Meals in the form of catering or gastronomic services with the proviso that with the Meal and grocery shopping Card you can also make purchases at the broader Merchant’s Network.
2. A Card may not be used to purchase products or services other than those specified in Section 1 above, such as chemical products, clothes, alcohol, tobacco products, or fuel.
3. The Card is in a digital form. The data of the Card (i.e. its number, expiry date, CVC2 code) can be found on the Pluxee Service.
4. Card Codes are sent electronically to authorized Users to the e-mail addresses indicated by the Customer. The User gains access to the Card data after registering on the Pluxee Service.
5. The card is used to make: Remote Operations, and after adding the Card to the Mobile Wallet, also Contactless Operations using the Mobile Device with the Mobile Wallet.
6. Notwithstanding the above, the option of performing Remote Payments shall be only available to the Cards registered with the Pluxee Service. Such Payment may be preceded by an additional authentication by way of the Mastercard ID Check.
7. An authorization of the Operations takes place by the providing of a PIN, CVC2 or by tapping the Mobile Device on a contactless reader, subject to Sec. 6 above.

### § 4.

1. A Card User may only be a natural person having full legal capacity.
2. By the fact of providing the User’s email address for the purpose of Card Codes distribution, the Client shall grant the User an authorization to use the Card in the name and on behalf of Pluxee, including in particular acting on behalf of the Client in terms of lodging a complaint, and its Cancellation and support, arising from these Terms, including in particular using of a Mobile Device in accordance with the Rules. Using the Mobile Device and mobile payment service is tantamount to accepting and observing the Rules
3. Pluxee grants the User the right to use the Funds up to the amount of Available Funds and till the expiry date.

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Pluxee Polska Sp. z o.o. ul. Wincentego Rzymowskiego 53, 02-697 Warszawa

Sąd Rejonowy dla m. st. Warszawy w Warszawie, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego, Kapitał Zakładowy 3 000 000 PLN, KRS: 0000033826, NIP: 522-23-57-343

## **II. Issuance of Cards**

### **§ 5.**

1. The Cards shall be provided on the basis of execution of an Agreement between Pluxee and the Client, including in particular, acceptance of an order from the Client. The Client shall be obliged to indicate Users to whom Pluxee will make the card available by providing a list with e-mail addresses to which they are to be sent. The Client is also obliged to inform the User about the selected variant of the Card and the Merchant's Network.
2. The Client shall make available these Terms or information that the Terms are available from the Pluxee Service, and shall oblige the User to only use the Card in accordance with these Terms.
3. The User shall be obliged to familiarise with the Terms and Conditions. The use of the Card shall be tantamount to the Client's and User's acceptance of these Terms.
4. The Client shall be solely responsible for binding the User with the Terms and Conditions in accordance with the applicable laws.
5. The User undertakes not to make the Card available to third parties and other Users.
6. Unauthorized use of the Card shall be a breach of the Terms and Conditions and the Agreement.

### **§ 6.**

1. The Card is owned by the Issuer. Pluxee is a Cardholder and has all rights attributable to the issuance of the Card by the Issuer for Pluxee.
2. Pluxee provides to the Client the service of making the Card available, including disposal of the Card up to the amount of the Available Funds until the expiry date of the Card.
3. The Client nor the User by the mere fact of using the Card shall neither be Cardholder.
4. All rights, including legal title, related to the Funds remain with Pluxee and are not transferred to the Client or the User.

### **§ 7.**

The Client and the User shall be authorized to dispose of the funds on the Card up to the Available Funds in accordance with a separate written agreement/instruction/order or the Agreement.

### **§ 8.**

Activation of the Cards takes place automatically after Card Code registration in Pluxee Service.

## **III. Use of the Card**

### **§ 9.**

1. The Card may only be used by a person who is the User of the Card. In order to gain the Card data an User should have their Card Code registered with the Pluxee Service.

2. The Card should be used in the manner that complies with these Terms, subject to the applicable provisions of law, and, with regard to the Operations performed abroad, also subject to specific law in a given country.
3. Neither the Issuer nor Pluxee shall bear liability for the Card being used contrary to these Terms and Conditions or the generally applicable laws.
4. It is possible to make an Operation using the Card at all the points of Merchant's Network marked with the Mastercard logo and equipped with a contactless POS terminal or other device supporting transactions within the Mastercard system. The Card will be accepted at merchants with a specific Merchant Category Code (MCC) assigned by the clearing agent and/or POS terminal provider, and at other merchants pointed by Pluxee. Pluxee and the Issuer reserve the right to exclude from the Card Acceptance Network any merchant and to refuse Transactions at such merchant.
5. The Card may be used to execute Operations, up to the set limits, in accordance with § 11.4, with the proviso that there may be restrictions and the requirement for additional approval of the Operation with a PIN, depending on the Mobile Wallet settings and security features on the Mobile Device.
6. The Client, and, after the Card has been provided, the User, may obtain information about the Available Funds from the Pluxee Service, the Hotline, or in an ATM having such functionality.

## § 10.

1. The Card may be cancelled or blocked:
  - a. by Pluxee, upon consultation with the Client;
  - b. by the User – in the event that the Card data has been stolen;
  - c. by the Issuer and/or Pluxee – in the event of an ascertained or suspected unauthorized use of the Card, ascertained or suspected use of the Card contrary to the Terms and Conditions/the Agreement or provisions of law, including in particular Act of 1 March 2018 on the Counteracting Money Laundering and the Financing of Terrorism (Journal of Laws of 2019 No. 1115, as amended) or justified reasons related to the Card's security.
2. After the Card has been Cancelled or Blocked, the Issuer reserves the right to unilaterally cease, effective immediately, providing the services in accordance with these Rules and Regulations in relation to a cancelled or blocked Card.

## § 11.

1. The Operations performed using the Card shall be cleared in PLN (Polish zlotys).
2. Operations in currencies other than PLN executed using the Card:
  - a. Shall be converted at the rate of exchange applied by Mastercard, in line with the principles applied by Mastercard, and subsequently converted by Mastercard into PLN using the foreign exchange selling/purchasing rate applicable at the Mastercard on the transaction clearance date. Pluxee or the Issuer may apply a currency conversion fee as specified herein. User may check the exchange rates at: <https://www.mastercard.pl/pl-pl/klienci-indywidualni/pomoc/kalkulator-walut.html>;

- b. The above shall not apply to currency conversion carried out by the clearing agent/provider of POS or ATM.
3. The applied rates of exchange may change between the date of execution of the Operations and the date of its clearance /deducting of funds from the Funds Available. The Client or the User undertakes to cover the amounts arising from the possible overdrafting of the Available Funds as a result of such currency differences.
4. The maximum limit of Payments, including the Remote Payments performed using the Card, are PLN 5.000 daily and PLN 20.000 monthly.

## **§ 12.**

1. The Card is valid until the last day of the month specified on the front of the Card as the Card expiry date. The Card may be used until the earlier of: the expiry date provided on the Card or until the Card is Cancelled by the Issuer, Pluxee or the User.
2. The User is obliged to use the total Funds Available on the Card until the expiry date of the Card.
3. After the lapse of the expiry date, neither the Issuer nor Pluxee makes a transfer or disbursement of any amount resulting from the unused funds in favor of the Client or the User.
4. In the event of a Card Cancelling, during its validity period, it is possible to transfer Available Funds to another Card in accordance with §18 and §15 sec. 7.

## **IV. Loss of the Card, complaints and responsibility rules**

### **§ 13.**

1. The User is obliged to appropriately keep the Card data, in particular by protecting it against theft, loss or disclosure and to keep the Card Code and the PIN numbers in secret.
2. Subject to §14 below, the Client, and, after the Card has been provided, the User is also obliged to do the following:
- a. not to make the Card Code, the Card number and/or the CVC2 and/or the PIN numbers available;
  - b. not to make available and to protect Pluxee Service credentials,
  - c. not to keep the Card together with the PIN numbers; and
  - d. not to make available and to protect Mobile Device,
  - e. to keep the Card, protect the Card's CVC2 and PIN numbers with due care.

### **§ 14.**

For security reasons, the Card's and the CVC2 numbers may not be given to any third party for a purpose other than:

- a. execution of Operations by the User;
- b. reporting of loss of the Card to Pluxee;
- c. making a complaint to Pluxee or the Issuer.



## § 15.

1. In the event that the unauthorised access to the Card data during its validity period the User, should promptly cancel or block the Card in the Pluxee Service or by calling the hotline.
2. The User, shall bear responsibility for the Operations performed using the Card until the time it is effectively Cancelled, i.e. until confirmation that the Card has been Cancelled in accordance with applicable law.
3. Subject to §15.5 and §15.6 below, as of the moment of reporting effectively the Cancellation of the Card to the Issuer, the Issuer shall bear liability for unauthorized Operations.
4. The liability of the Issuer shall not apply to the Operations:
  - a. That were concluded through the Client's or Card User's fault, in particular, if the Client or Card User failed to meet the obligations set forth in § 9 – 14 of these Terms and Conditions;
  - b. with regard to Remote Payments that were performed upon a prior authorization in accordance with § 3 Sec.6.
5. The conditions for the transfer of liability for unauthorized Operations to the Issuer are:
  - a. Cancellation or Blocking the Card immediately; and
  - b. submission, by the User, of a written declaration specifying unauthorized Operations within fourteen (14) days after such an Operation was posted.
6. The Issuer and Pluxee shall not bear liability for any Operations carried out using the Card, including in particular using a Cancelled Card, in the event that such an Operation was performed by a User.
7. Once the request for Card Cancellation has been submitted in accordance with Sec. 1 above, the User may order service of replacement of the Cancelled Card, provided that it has not expired.
  - a. The replacement service shall consist of the providing of a new Card and transfer of funds from the Cancelled Card into a new one.
  - b. A fee is charged for the aforesaid service in accordance with the price list.
  - c. For security reasons, the Card Code to the newly issued Card is delivered to the email address registered in Pluxee Service and shall have a number different than the original (cancelled) Card.
  - d. If the Card cannot be issued, Pluxee reserves the right to issue another similar product from Pluxee's offer.

## § 16.

1. The Client or the User should direct any and all disputes or claims arising from the use of the Card directly to Pluxee.
2. The Operation-related complaints should be reported by the Client or the User to the Customer Service Center.

3. The User is obliged to cooperate with Pluxee and with the Issuer within the scope of clarification of the complaints, in particular, the User may be requested to submit a notification to specific authorities.
4. In the course of the complaint-making process, the amount arising from the contested Operations is unavailable.
5. After having examined the complaint and having gained assurance that the User has not authorized a specific Operation, Pluxee will refund the sum on the Card arising from a specific Operation, along with the resulting fees.
6. The conversations held with the Hotline and/or the Issuer will be archived using an information carrier deemed appropriate for the archiving purposes by Pluxee/the Issuer.

## § 17.

A Cancelled Card may not be reused.

## § 18.

The Client may place with Pluxee an order to provide a new Card in place of a Card lost or cancelled, with the proviso that the expiry date of the replaced Card has not elapsed. Providing a new Card requires written instruction from the Client. The Provision of a new Card consists in the performance of the activities described in §15 Sec. 7.

## § 19.

The Issuer and Pluxee shall not bear liability for the following:

1. consequences of an incapacity to perform an Operation using the Card, through no fault of the Issuer and/or Pluxee;
2. consequences of an incapacity to execute an Operation due to a failure of computers or the telecommunications networks;
3. consequences of the User's taking advantage of additional services offered by clearing agents, such as e.g. currency conversion;
4. the Card is not being accepted by other participants of the Mastercard acceptance network, in particular due to incorrect assignment, by the clearing agent, of the MCC code to a specific point of sale.

## **V.Fees related to the Card's use**

### § 20.

1. The following fees may be collected:
  - a.Fee for the checking of the Funds Available on the Card in an ATM – 1PLN,
  - b.Fee for PIN change in ATM having such service – 4PLN,
  - c.Fee for Card replacement service/providing a new Card – 20 PLN,
  - d.Exchange rate margin 1% .
2. The fees referred to in this paragraph reduce the Funds Available on the Card.



## VI. Final Provisions

### § 21.

Pluxee and the Issuer shall be authorized to hold and to process the User's data. The User's data shall be stored in accordance with the provisions of law applicable to the processing of the personal data. Unless any other provisions of law and/or the powers of the authority making a request to make the data available provide otherwise, the data shall not be provided, without User's consent, to entities other than the Issuer, Pluxee and its suppliers who provide services within the scope required to perform provisions hereof.

### § 22.

- a. Changes to these Terms to be effective, requires notifying the Client within fourteen (14) days before its effective date. The obligation to inform the User about the planned changes in accordance with the applicable law rests with the Client.
- b. A notice is deemed to have been effective upon its delivery to the Client in paper or electronic form, who will then inform the User of changes to these Terms and Conditions.
- c. In the event that any provision of these Terms and Conditions turns out to be invalid, the remaining provisions hereof shall continue to be in effect, unless it appears from the circumstances that the Terms would not have been issued but for the provisions affected with the invalidity.
- d. The Terms and Conditions are available at the Pluxee Service.

### § 23.

1. Generally applicable provisions of law shall apply to any and all matters not regulated herein.
2. In case of any deviations or contradictions between the various language versions of these Terms and Conditions the Polish version is binding.

### **The rules for the generating and using of the mobile payment services that are made available for the Pluxee Cards**

Thank you for using modern mobile payment services provided for Pluxee cards supplied by Issuer.

1. All capitalized terms and not separately defined in the present Rules ("Rules") shall be understood as per the meaning assigned to them in appropriate Pluxee Card Terms and Conditions.
2. Before starting the process of generating a Mobile Card, ("Mobile Card") please read the following Rules. Using the service is tantamount to accepting these Rules.
3. A Mobile Card facilitates payments, including contactless, using a Mobile Device, e.g. a telephone.
4. Terms for using a Mobile Card:
  - a. an active and valid Pluxee Card,
  - b. card registered with the Pluxee Website by the User,

- c. the User's active telephone number registered, that number is used in the process of generating a Mobile Card,
  - d. Google Pay or Apple Pay application ("Application"),
  - e. Satisfaction of requirements in accordance with the Application terms and conditions for payment transactions using mobile devices supplied by third party service providers,
  - f. A Mobile Device which satisfies the requirements pertaining to software and NFC communication compatibility required by the Application,
  - g. Ability of receiving a verification code sent via SMS to the User's mobile telephone number registered with the Pluxee Service.
5. The Mobile Card is linked with the Virtual Card ("Primary Card") provided to the Client by Pluxee. Generating a Mobile Card ("Digitalization") may only be done in a situation where the Primary Card is active. If the Primary Card is Blocked, Cancelled or terminated, it shall not be possible to make transactions using its mobile form (token).
  6. The Mobile Card is created during the Primary Card's Digitalization process. Only one unique Mobile Card may be generated for a single Card for one device. If the Card or Mobile Device is replaced, Digitalization has to be performed again.
  7. The Mobile Card may be available on various devices, on which the User uses the Application – subject to the given Mobile Card being assigned to a given device which was used to Digitalize the Primary Card.
  8. The User may delete the Mobile Card from their mobile device at any time. Subsequent Digitalization will require another token to be generated (a new Mobile Card with a new virtual number). Deleting a Mobile Card does not affect the status of the Primary Card associated thereto.
  9. Using Mobile Cards it is only possible to make Operations including Remote Payment and Cash Operations, including contactless up to amounts in accordance with the determined limits for the associated Primary Card.
  10. The possibility of making an Operation using the Mobile Card and the Mobile Device shall depend on the technical capabilities of supporting Google Pay at a specific point of sale, on a specific web site, or specific payment application.
  11. The Primary Card PIN applies to all Mobile Cards generated for that Card.
  12. Neither the Issuer nor Pluxee shall be liable for Operations made using the Mobile Card by a third party, to whom the Mobile Device with the installed Application and Mobile Card was made available.
  13. Pluxee does not charge fees for generating or adding Cards to the Application. All fees for using the given Mobile Card are analogous with the fees applicable to operations using their Primary Card.
  14. For any questions regarding Mobile Card use please contact the Customer Service Centre:
    - a. Helpline – 22 535 11 11,
    - b. E-mail – [kontakt@pluxeegroup.com](mailto:kontakt@pluxeegroup.com)

c. Information is also available on the Pluxee Service

15. In case of any deviations or contradictions between the various language versions of these Rules the Polish version is binding.