

YONDER ACCOUNT TERMS AND CONDITIONS (NETHERLANDS)

Version 1.0, 27 March 2026

1. Who is this agreement between?

1.1. The parties to this agreement are:

1.1.1. Yonder Technology Netherlands B.V. (“**us**”, “**we**”, “**our**” or “**Yonder**”);

1.1.2. Transact Payments Malta Limited (“**TPML**”); and

1.1.3. you, the account holder.

1.2. **Yonder** is a private limited liability company incorporated in the Netherlands with Kvk number 98050702 and whose registered office is at Herengracht 450, 1017 CA Amsterdam.

1.3. Yonder is appointed as an electronic money distributor by TPML and acts on TPML’s behalf to:

1.3.1. promote electronic money products to customers; and

1.3.2. provide a means, via the Yonder Platform (also referred to as the “Yonder App”), for the submission of customer instructions to TPML for the issuance or redemption of electronic money.

1.4. Yonder is solely responsible for providing the Yonder Account and for maintaining the Yonder Platform to enable you to:

1.4.1. access your Yonder Account to view your electronic money balance and transaction history;

1.4.2. manage your Points and Rewards; and

1.4.3. transmit instructions to TPML regarding the electronic money and payment services.

1.5. **TPML** is a private limited liability company, incorporated and registered in Malta with company number C 91879 and registered office of Vault 14, Level 2, Valletta Waterfront, Floriana, FRN 1914, Malta, and which is authorised by the Malta Financial Services Authority as an electronic money institution.

1.6. TPML is solely responsible for:

1.6.1. issuing the Yonder Debit Card in accordance with TPML’s licences from the Malta Financial Services Authority (“**MFSA**”) and from Mastercard Europe sprl, the payment network applicable to the Card;

1.6.2. providing the electronic money account (also referred to as your “**Wallet**”) which is opened alongside your Yonder Account and is accessible via your Yonder Account on the Yonder Platform, in accordance with TPML’s licence granted by the MFSA; and

1.6.3. any associated obligations that are connected with its licensed status under the regulations related to electronic money and payment services in Malta.

1.7. From time to time, Yonder may offer you the opportunity to participate in promotional activity, such as cashback, discount promotions or rewards programmes. Even though using the Yonder Debit Card may make you eligible for these promotions, they are not provided by, or connected to, TPML and they are not governed by this agreement. As a result, TPML accepts no liability or responsibility for your use of such promotions. If you have any queries regarding promotions offered to you by Yonder, please contact Yonder.

2. What does this agreement cover?

2.1. These terms and conditions (“**Terms**”) form an independent legal agreement between you and TPML in respect of your Wallet and your Yonder Debit Card.

2.2. These Terms form a separate legal agreement between you and Yonder in respect of your Yonder Account and the Yonder Platform.

2.3. Please read through these Terms carefully and let us know if you have any questions.

2.4. A copy of these Terms will always be available through the Yonder App and will also be emailed to you in order that you can keep a copy for your records. These Terms should be read alongside other Yonder terms and conditions that you have signed up to (e.g., the Rewards Terms and Conditions). In the event of any inconsistency, these Terms will prevail.

3. What is your Yonder Account and what can you use it for?

3.1. Yonder operates the Yonder Platform through which you can access your Yonder Account and the benefits and services available on the Yonder Account.

3.2. Through your Yonder Account, you may:

3.2.1. Access rewards and benefits (for further information, please see the Rewards Terms and Conditions);

3.2.2. Add funds to your Wallet and use the Yonder Debit Card to make purchases (for further information, please see clause 4 below).

3.3. Your Yonder Account should only be used in the ways described above and for personal use only – it is not permitted for business or commercial use. If you choose to add funds to your Wallet, funds held in the Wallet will not earn any interest. Payments out of your Wallet are generally only permitted to accounts held in your name and any payment to an account not in your name shall require authorisation from TPML. The Wallet is an electronic money product and not a bank deposit or savings account. As such, your funds are not covered by the Depositor Compensation Scheme in Malta, the Deposit Guarantee Scheme in the

Netherlands, or any similar government-backed scheme. You should not hold funds in your Wallet for any extended period of time.

4. Using your Yonder Account and Wallet

4.1. Opening a Yonder Account and Wallet:

4.1.1. Yonder Accounts and Wallets are only available for people aged 18 and over. You must provide us with the following information when applying for a Yonder Account and Wallet:

4.1.1.1. Your full legal name;

4.1.1.2. Your date of birth;

4.1.1.3. Your current and in some cases your previous residential address;

4.1.1.4. Your email address and mobile phone number;

4.1.1.5. A valid form of identification (such as a passport or driving licence);
and

4.1.1.6. Any other details requested by us about your household socio-economic circumstances.

4.1.2. Opening a Yonder Account and Wallet, and being issued a Yonder Debit Card, is also subject to you completing what is known as a Know Your Customer (KYC) check.

4.1.3. TPML, or Yonder for TPML, may request information in addition to the above, and we may need to verify your identity using the information above for fraud or anti-money laundering purposes, or where we consider it reasonably necessary in line with our regulatory obligations.

4.1.4. You are only allowed to hold one Wallet and one Debit Card. If we discover that you have more than one Wallet and/or Debit Card, we may block them and terminate this agreement.

4.2. Yonder Account generally

4.2.1. There are no fees associated with opening and maintaining a Yonder Account or Wallet (although fees and charges may apply to the Yonder Debit Card depending on your membership tier).

4.2.2. Please see clause 7 for how to add funds to your Wallet.

4.2.3. If you have requested a Yonder Debit Card, when you receive your Yonder Debit Card (whether digital or physical) you can activate it by using the Yonder App. You will have the option to order a physical card for free.

4.2.4. If you lose your card, we will replace the first one for free, but for any additional replacements, the applicable fee depends on your membership tier (Free Membership: €5 and Full Membership: €10).

4.2.5. If you owe us money, you authorise us to instruct TPML to deduct the equivalent amount from any funds held in your Wallet and transfer it to us.

4.3. Yonder Debit Card

4.3.1. Your Yonder Debit Card can be used to make purchases from which you can generate rewards.

4.3.2. Your Yonder Debit Card does not include an overdraft feature, and you are not permitted to allow your Wallet balance to become negative. You must immediately repay any negative balance on your Wallet and you will be liable for any costs incurred by us or TPML in any action to recover such monies.

5. Membership Tiers

5.1. There are two tiers of Yonder Account membership: (i) Free and (ii) Full. The membership tier you have selected, along with any relevant fees, will be shown in your Yonder Account. Membership fees are non-refundable, except if you have paid an annual membership fee and the agreement is ended either (i) by us, without giving any reason, or (ii) by you, if you don't wish to accept a change we have made to the agreement and you let us know you would like to end the agreement within the relevant notice period. If so, you will be charged an amount equivalent to the monthly membership fee for each month before the agreement ended and the balance of the annual membership fee will be credited to your Yonder Account.

5.2. Please confirm in the mobile app or via the in-app chat if you wish to move membership tiers. Moving membership tiers is subject to approval by us. If approved, you will be notified of any new fees or charges associated with the new membership and the changes will take effect immediately.

5.2.1. Subject to clause 5.7, if we decide to move your membership from Full to Free, unless you request the change to take effect immediately, we will give you two months' notice;

5.2.2. If you do not agree with the proposed change in your membership tier, you may terminate this agreement without charge before the change takes effect. If you do not do so, we will treat you as having accepted the new terms.

5.3. You will not be allowed to move between membership tiers if you have a Yonder Debit Card and your balance is negative, or you are otherwise in breach of this agreement.

5.4. If you have any questions on your membership tier, or how you move between tiers, please contact us.

5.5. Membership benefits that are offered with your account (for example, rewards points or insurance) are subject to the Rewards Terms and Conditions. We'll communicate separately with you in relation to those benefits.

5.6. Please note that membership benefits (such as any applicable insurance) will end when your Yonder Account is terminated.

5.7. Notwithstanding anything to the contrary in this agreement, if (i) your Wallet balance is negative, or (ii) you are otherwise in breach of this agreement, we may with immediate effect move your membership from Full to Free and/or suspend your Yonder Account. Any benefits specific to Full (such as any applicable insurance) will end when your membership is moved to Free, and will be unavailable for the duration of the suspension, if your Yonder Account is suspended.

6. What if you need help?

Please contact Yonder in the first instance for any support. You can contact us using the in-chat app on your Yonder App, or at help@yonder.com . If we are unable to provide you with the support you require, we may refer you to TPML for additional support (as relevant).

7. Adding funds to your Wallet

7.1. You may transfer funds into your Wallet by bank transfer using the account details we provide you in the Yonder Platform. Any funds transferred into your Wallet must come from a personal account in your name unless we specifically permit otherwise.

7.2. Funds transferred into your Wallet will normally be available within a few minutes. We or TPML may refuse to accept payment into your Wallet if:

7.2.1. such payment would exceed your account limit;

7.2.2. you and/or the payment are subject to an investigation;

7.2.3. there is any suspicion that the payment is fraudulent or in breach of applicable laws; or

7.2.4. you and/or the payment are otherwise in breach of the terms of this agreement.

7.3. You can check the balance of your Wallet via your Yonder Account on the Yonder Platform.

7.4. There may be a limit as to how much you can add to your Wallet. This limit will be shown in your Yonder Account.

7.5. You can always request to withdraw any remaining funds held in your Wallet to a personal bank account in your name. We or TPML may require you to provide certain documents in order to verify your request (e.g., a bank statement). Transfer of the funds to your account may take up to 5 business days after your request has been verified.

8. Limits

We may set and vary limits and restrictions on certain uses of the Yonder Debit Card or certain transactions. For example, cash advances or contactless purchases may be subject to maximum amounts. You can find out if there are such limits by checking your mobile app or

our website. We may also communicate such limits to you directly. Please note that the limits may vary from time to time and so you should check them regularly.

9. How you can authorise and cancel transactions

9.1. A transaction is a payment you make with your Yonder Debit Card (“**Transaction**”).

9.2. You authorise a Transaction by presenting a Yonder Debit Card or providing your card details and, if required, using your security details (such as a PIN, passcode, personal identifiers, biometric data or other details).

9.3. You can't cancel purchases you make with a Yonder Debit Card.

10. When we can refuse to make a Transaction

10.1. TPML, or Yonder for TPML, may refuse to process a Transaction if:

10.1.1. we have reasonable grounds to suspect unauthorised or improper use or fraud;

10.1.2. we reasonably consider that acting on your instructions might lead to:

10.1.2.1. a breach of law, regulation, code or other obligation; or

10.1.2.2. action from a government, law enforcement agency or regulator; we're legally required to;

10.1.3. use of the Yonder Debit Card (as applicable) would be prohibited;

10.1.4. the Wallet or Card is suspended, restricted or terminated;

10.1.5. the sender has provided incorrect/invalid Wallet details for the Wallet;

10.1.6. you have insufficient funds available in your Wallet;

10.1.7. the Transaction would exceed the transaction limit in clause 8; or

10.1.8. the Transaction is not permissible under these Terms. Non-permissible Transactions include:

10.1.8.1. cash advances in sanctioned countries; and

10.1.8.2. illegal transactions.

For an up-to-date list of non-permissible Transactions, please see <https://yonder.com/nl/prohibited-transactions>. This list may change from time to time.

10.2. You may not use your account for illegal activities or in a manner which disguises the true nature of the Transaction, for example, by obtaining cash through a Transaction which you know will be treated as a purchase of goods and services, or by using your Yonder Debit Card at a merchant you own or control. Such use will be a breach of these Terms and may lead to suspension of your account.

10.3. If we or TPML do refuse a Transaction, you'll normally be told at the point of sale. In all cases, you can find out about Transactions we've refused, including the reasons why or any limits we may have put on your Yonder Account via our in-app chat on your mobile app. We'll let you know this information unless the law or any regulation prevents us from doing so or for fraud prevention or security reasons.

10.4. You cannot use your Yonder Debit Card after its expiry date. If your Yonder Debit Card is reaching its expiry date, we will automatically issue you with a replacement card, unless you ask us not to.

10.5. You can use the Yonder Debit Card to carry out a Transaction at any merchant which accepts Mastercard. Certain merchants may not accept Transactions and neither we nor TPML accepts any liability for a merchant's inability to accept payments made through the Yonder Debit Card. It is your responsibility to check what restrictions a merchant may apply.

11. Transactions you haven't authorised

11.1. You're not responsible for any Transactions:

11.1.1. made using the physical Yonder Debit Card before you receive it (for example, if your physical card is stolen in the post);

11.1.2. where we haven't told you how you can contact us to notify us that your Yonder Debit Card or security details have been lost, stolen or compromised;

11.1.3. if we fail to apply procedures that we're legally required to use to check that a payment has been authorised by you; or

11.1.4. not authorised by you or any person you allowed in breach of these Terms, to use your account or Yonder Debit Card.

11.2. You're responsible if you:

11.2.1. have acted fraudulently in using your Yonder Account;

11.2.2. have acted with intentional or gross negligence in failing to comply with your security obligations under clause 12 of these Terms.

11.3. If there are errors in a Transaction and this is our fault, we'll give you a refund of the amount of the payment plus any extra interest and charges that you incur as a result, provided you tell us about the errors without undue delay and in any event no later than 13 months after the date on which the Transaction was debited to your account. We may then resubmit the correct Transaction.

11.4. If upon contacting us, you wish to dispute a Transaction, we'll initiate an inquiry and may suspend the Transaction on your Yonder Account if we reasonably consider there to be a valid dispute. Once investigations are complete, we'll adjust your Yonder Account accordingly, and where relevant, we will provide a refund under this clause 11 at the end of the next business day after we have concluded our investigation.

12. Theft, loss or misuse of the Yonder Account

12.1. Reference to your Yonder Account in this clause is a reference to your use of the Yonder Account, your Wallet, and any Yonder Debit Card issued to you.

12.2. You must:

12.2.1. keep your Yonder Debit Card safe and secure (including using device passcodes, biometric data or other security details where applicable);

12.2.2. never share your device passcodes or other security details (including any one time passwords) with others;

12.2.3. not let others use your Yonder Account (including your Yonder Debit Card), including selling your Yonder Debit Card to others, and you must regularly check you have not misplaced either card;

12.2.4. never add your Yonder Debit Card to another person's Apple Wallet or GooglePay (or equivalent digital wallet);

12.2.5. not give the Yonder Debit Card or card number to anyone else other than for the purpose of making a transaction and not share your security details with anyone else; and

12.2.6. choose a PIN or passcode that is not easy to guess.

12.3. You must have the Yonder mobile app installed on your device to enable management of your Yonder Account. As part of this you must:

12.3.1. keep your device and your security details safe and secure at all times, in the same way you would your card or PIN;

12.3.2. always use the lock feature on the phone or other device, where applicable; and

12.3.3. never share your security details or allow another person to have access to the device in a way which allows them to make transactions using the Yonder Debit Card registered on the device.

12.4. You must freeze the Card in the Yonder App so that it cannot be used or tell us straight away so that we can block it if you suspect:

12.4.1. a Yonder Debit Card has been lost or stolen or not received;

12.4.2. a mobile phone or other device to which your Yonder Account has been registered has been lost, stolen or compromised;

12.4.3. someone else knows a PIN or other security details; or

12.4.4. your Yonder Account or a Yonder Debit Card is being misused or used without authorisation, or a transaction on the account has not been authorised or has been processed incorrectly.

12.5. If you don't comply with the clauses in this section, you may not be able to claim any losses that you suffer as a result of the theft, loss or misuse of the Yonder Debit Card or Wallet.

12.6. If you, we or TPML suspect that your Yonder Debit Card has been lost, stolen or used fraudulently, you must cooperate with us, our agents, TPML and their agents, and any regulatory authority or law enforcement agency.

12.7. Our contact details are at the beginning of this agreement.

13. Verification of Payee

13.1. The Verification of Payee ("**VoP**") service is provided to you to help reduce fraud and misdirected payments. This service checks whether the name provided by you as a payer matches the account details (e.g., IBAN or sort code and account number) of the person you are intending to pay ("**payee**") before a payment is authorised.

13.2. When initiating a payment, you may receive one of the following responses (or a similarly worded response):

13.2.1. Match – the payee name matches the account details;

13.2.2. Close Match – a similar name is found (you will be shown the actual name to verify);

13.2.3. No Match – the name does not match the account details; or

13.2.4. Unavailable – the check could not be completed due to technical or opt-out reasons.

13.3. You are responsible for reviewing the VoP response before authorising a payment.

13.4. If you proceed with a payment despite receiving a "No Match" or "Close Match" (or a similarly worded response) response, you accept the risk of misdirected funds and may be liable for any resulting loss. This means that you may not be able to obtain a refund in this instance.

13.5. TPML will perform VoP checks in accordance with applicable law.

13.6. Neither we nor TPML are liable (and therefore you will not be entitled to a refund) in the following situations:

13.6.1. for losses resulting from payments authorised by you despite receiving a "No Match" or "Close Match" (or a similarly worded response) response;

13.6.2. if you receive a "Match" (or a similarly worded response) response but the person who receives the money is not your intended recipient;

13.6.3. for losses resulting from your use of the VoP service where we reasonably suspect you have acted in a grossly negligent way or used the VoP service for fraudulent or other illegal purposes; or

13.6.4. in any other situations save for where we or TPML are liable under applicable law.

13.7. We or TPML are liable only where a VoP check was not properly performed due to our or TPML's error and this directly resulted in a misdirected payment. If we or TPML are liable we or TPML will refund you the amount transferred (or otherwise restore your debited payment account to the state in which it would have been had the transaction not taken place).

13.8. You confirm you are aware that:

13.8.1. the VoP service is a name-checking tool and does not guarantee the identity of the payee;

13.8.2. the VoP service may not detect fraudulent accounts with similar names or spoofed identifiers;

13.8.3. VoP responses are based on data provided by third-party payment service providers and may be subject to availability or accuracy limitations; and

13.8.4. VoP checks involve the exchange of limited personal data (e.g., name and account details) between payment service providers. All data is processed in accordance with applicable law and our Privacy Policy.

13.9. TPML reserves the right to modify, suspend, or discontinue the VoP service at any time. Any changes will be communicated through the standard customer notification channels.

14. Payments into your account by mistake

14.1. If we make a payment into your Yonder Account by mistake or as a result of a system error, we'll automatically take the amount out of your Yonder Account.

14.2. If we're told that a payment was made into your Yonder Account as a result of someone else's mistake (for example, if the payer gave the wrong account number or reference), but, when we contact you, you tell us the payment was intended for you, we may be legally required to share all relevant information including your name and address and transaction information with the bank the payment came from if they ask us so that the payer may contact you.

15. Converting transactions made in a foreign currency

15.1. If we receive a Transaction or refund for processing in a foreign currency, the exchange rate we use will be the Mastercard foreign exchange rate and we will not apply a transaction charge. Exchange rates can go up and down quickly and they may change between the time you make a Transaction and the time it is deducted from your Wallet or Yonder Debit Card. You agree that any change to the exchange rate may be applied immediately and without us giving you any notice.

15.2. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Yonder Debit Card for a foreign currency Transaction (consisting of the mark-up applied by Mastercard) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Yonder website. We do not add any additional mark up to the exchange rate. This information will also be sent to you by push notification after making a foreign currency Transaction, where the law requires us to do this. You can opt out of receiving this information via the Yonder App.

15.3. When you make a Transaction in a foreign currency, you may be given the option of allowing a third party (for example, the retailer) to convert your Transaction into Euros before submitting it to us. If you decide to do this, the exchange rate and any commission or charge will be set by the third party and may include a commission or charge. As we'll receive a Transaction converted by a third party in Euros, we won't apply a non-Euro transaction fee.

16. What we are not responsible for

16.1. We shall have no liability for any failure to provide, or any delay in providing, or for suspending your Yonder Account in accordance with these Terms to the extent that such failure, delay or suspension results from:

16.1.1. your failure to comply with your obligations under these Terms, or to provide us with information or updates as reasonably required or requested by us;

16.1.2. you providing us with incorrect payment instructions; or

16.1.3. a pending investigation into any specific payment instruction or activity on your Yonder Account.

16.2. If we break this agreement, we won't be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would've been unavoidable despite all reasonable efforts to prevent the event happening.

17. When can we suspend your Yonder Account

17.1. We may suspend or revoke your right to access and/or use your Yonder Account (including your Yonder Debit Card and/or Wallet) if:

17.1.1. TPML terminates or suspends your Yonder Debit Card or Wallet;

17.1.2. you breach these Terms in a material way;

17.1.3. we reasonably believe that it is necessary to do so for legal, regulatory or security reasons, or to protect Yonder. This might happen, for example, if we believe that your Yonder Account has been compromised, or that someone else is making (or attempting to make) requests on your behalf;

17.1.4. there is a dispute over your entitlement to any funds in your Yonder Account;

17.1.5. you are subject to any sort of bankruptcy process;

17.1.6. you have a Yonder Debit Card and your balance is negative; or

17.1.7. if we have other serious grounds or valid reasons for doing so including for example, legal or regulatory reasons or suspected misuse of Yonder's services or suspected fraudulent or criminal activity.

17.2. We cannot be responsible for any losses you might suffer if we suspend or revoke your right to access and/or use your Yonder Account under this clause 17 unless this has arisen as a result of our negligence.

17.3. We'll normally notify you beforehand or immediately afterwards and where possible, will provide you with the reasons.

17.4. We will act reasonably and proportionately in exercising any of our rights under this clause 17 and you are entitled to complain about such action by us in accordance with clause 26, if you are unhappy.

17.5. If your Yonder Account is suspended, you must not use your Yonder Debit Card, and you must inform retailers not to seek to take any further payments from your Yonder Account. We'll allow you to use the Yonder Account, if the reasons we suspended your account in the first place no longer apply. You can tell us this is the case and request reinstatement via live chat within our mobile app or via email.

18. Changes to your Yonder Account and Yonder Platform

18.1. Yonder can change the provisions in these Terms that relate to the Yonder Account and/or Yonder Platform for any of the following reasons:

18.1.1. where the costs to us of providing your Yonder Account change or we have a good reason to expect that they will change;

18.1.2. where the change is either good for you (including where we're making the change to improve the security of your account or we're making the agreement clearer or fairer) or neutral;

18.1.3. where we're changing the membership benefits offered with your Yonder Account;

18.1.4. to reflect changes or developments in the technology or systems which we use;

18.1.5. to reflect a change in law, regulation or industry codes of practice (including where we have a good reason to expect a change), or to reflect a decision by a court or regulator.

18.2. We'll give you at least two months' advance notice of the change, unless we are unable to for a good reason, for example, we are required to make the change quicker for legal or regulatory reasons. In this case, we'll give you notice but we may make the change more quickly, including on the same day as the change is notified to you. We'll always give you details of when the change will take effect.

18.3. If you don't want to accept any change, then you can always end this agreement by telling us to close your Yonder Account (see clause 25 'Closing your Yonder Account' below). If you don't do this, we'll assume you've accepted the change.

19. Changes to these Terms relating to your Yonder Debit Card and Wallet

19.1. TPML can update or amend the provisions in these Terms that relate to the Yonder Debit Card and/or Wallet at any time if they give you at least two months' notice first. If they do this, they will ask Yonder to notify you by email.

19.2. If you don't agree with TPML's proposed change, you can end this agreement at any time within the two-month notice period. You can also withdraw any unused funds on your Wallet at that time without incurring a fee. If you don't notify Yonder before the two-month deadline, we will consider that you have accepted the change to the agreement.

19.3. If any part of this agreement doesn't comply with any regulatory requirements, then we or TPML will not rely on that part, but will treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with a new regulatory requirement, we will make those changes as soon as we reasonably can.

20. TPML's liability

20.1. TPML shall not be liable for:

20.1.1. any loss which occurs from anything which is directly or indirectly beyond TPML's control. Examples of this include: if there aren't enough funds in an ATM, if the ATM network fails, if you can't withdraw funds due to the ATM operator setting limits on funds that can be withdrawn or if their data processing system doesn't work properly;

20.1.2. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

20.1.3. any loss arising from any use of the Wallet or Yonder Debit Card that does not comply with this agreement;

20.1.4. any goods or services that you buy with the Yonder Debit Card;

20.1.5. anyone refusing to accept the Yonder Debit Card; and

20.1.6. any damages that you suffer due to loss, fraud or theft that you have reported later than 13 months after the event/debit date.

20.2. If the Yonder Debit Card is faulty and this is TPML's fault, TPML's sole responsibility will be to replace the Yonder Debit Card.

20.3. If funds are incorrectly deducted from your Wallet and this is TPML's fault, TPML's sole responsibility will be to pay you the correct amount.

20.4. Nothing in this agreement shall exclude or limit TPML's liability for death or personal injury resulting from TPML's negligence or fraud.

20.5. The exclusions and limitations set out in this clause will also apply to any of TPML's partners, including Mastercard and other suppliers, contractors, representatives and any of their partners (if any) which may arise in connection with this agreement.

21. Using a third-party provider (TPP)

21.1. A TPP is a third-party service provider that's authorised by or registered with any European Economic Area (EEA) regulator or otherwise permitted by law to access your account information.

21.2. You can choose to authorise TPPs to provide services to you by accessing your Yonder Account. If you use a TPP, these Terms will still apply. We'll give the TPP access to the same account information that you'd be able to access if you were dealing with us online.

21.3. We may also refuse to allow a TPP to access your Yonder Account if we're concerned about unauthorised or fraudulent access by that TPP. If we do, we'll tell you why in the way we think is most appropriate (unless doing so would compromise our reasonable security measures or otherwise be unlawful).

22. Statements and legal notices

22.1. We'll send statements regarding your Yonder Account to you via your Yonder App monthly. This will include details on your Wallet activity for the month.

22.2. We may send you notices (including any information we're legally required to send you, such as information about changes to this agreement or other agreements we have with you) on or together with your statements.

22.3. In addition to payment information, each statement will show all transactions and amounts charged to your Wallet in the statement period and the total account balance.

22.4. Always check each statement and contact us as soon as possible if you need more information about anything. Where we are required to do so by law, we will send certain legal notices to you by post.

22.5. You may request a copy of these Terms at any time free of charge by contacting us via live chat within our mobile app or via email.

23. Contacting you

23.1. We may send you important messages and other communications (including alerts about certain activity on your account) about your Yonder Account, Wallet, Yonder Debit Card or membership benefits in line with your preferences. This could be by email, SMS, mobile push notifications or via your statements on your mobile app. For example, we may send you an alert to confirm that you've updated your contact information.

23.2. There are some messages we need to send you (such as statements of your account or security alerts), but you can opt out of receiving other alerts or communications (such as marketing) by updating your preferences on your mobile app or contacting us via the in-app mobile chat.

23.3. If we need to contact you about any actual or suspected fraud or security threats, we'll do this using the fastest and most secure way of contacting you (for example, we may try to send you a text message rather than calling you).

23.4. It is important to note that we will never contact you and ask for the following: your full card number, your physical card, or your full card PIN number.

24. Changing your contact details

24.1. We'll use your most recent contact details to contact you. You must notify us immediately if you change your residential address or email address. Your residential address for your account must always be an address in the Netherlands.

24.2. We may update your contact details if we receive information that they have changed or are incorrect. If we've been unable to deliver any communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information.

24.3. Any legal notices will be posted to you on your mobile application or sent to your last known mailing address or email address.

25. When your Yonder Wallet or Debit Card or Yonder Account can be closed

25.1. These Terms will have no fixed duration and will continue until any party ends them in accordance with these Terms.

25.2. You can end these Terms at any time in the Yonder App, by calling us or writing to us in the in-app chat to tell us to close your Yonder Account.

25.3. You must have a Yonder Account in order to use the Wallet or Yonder Debit Card. Therefore, if you ever close your Yonder Account, we will immediately close your Wallet and your Yonder Debit Card.

25.4. We can close your Yonder Account, or TPML may terminate your use of the Wallet and/or Yonder Debit Card, by giving you at least two months' written notice. We can immediately close your Yonder Account, or TPML may immediately terminate, suspend or limit your use of the Wallet and/or Yonder Debit Card if:

25.4.1. we have asked you to repay money you owe us and you have not done so within a reasonable period of time;

25.4.2. you seriously or persistently breach these Terms;

25.4.3. you give us false or misleading information or you don't give us the information we request;

25.4.4. we reasonably suspect that the security of the Wallet or Yonder Debit Card has been compromised or that you, or any third party, have used or intend to use the Card or Wallet in a grossly negligent way or for fraudulent or other illegal purposes;

25.4.5. a third-party service provider that we or TPML rely on to provide you services under these Terms is no longer able to provide us or TPML services;

25.4.6. steps are taken to make you bankrupt or to make you the subject of any form of debt relief process;

25.4.7. we reasonably consider that by continuing this agreement we might breach a law, regulation, code or other obligation;

25.4.8. we reasonably consider that by continuing this agreement we might face action from, or be required, directed or expected to immediately suspend or terminate the Wallet or Yonder Debit Card by, a government, law enforcement agency or regulator;

25.4.9. you become incapacitated or die;

25.4.10. you fail to provide the personal data necessary for Yonder or TPML to comply with their legal obligations to fulfil this agreement; or

25.4.11. we have reasonable grounds to believe you're unable or unwilling to pay your debts when due.

25.5. If we suspend or restrict your use of the Yonder Debit Card and/or Wallet, we'll allow you to use it again if the reasons we suspended it in the first place no longer apply.

25.6. If TPML terminates your use of the Yonder Debit Card or Wallet under clause 25.4 above, then your Yonder Account will be closed.

25.7. Once we have notified you that the Yonder Account is to be closed, you are not permitted to transfer any further funds into your Wallet unless it is to repay any outstanding balance.

25.8. Once your Wallet/Card is closed, you will be able to redeem any money in your Wallet that you are entitled to.

25.9. Any termination of these Terms shall be without prejudice to any rights that have accrued to any party.

25.10. We and TPML will act reasonably and proportionately in exercising any of our rights under this clause 25 and you are entitled to complain about such action by us in accordance with clause 26, if you are unhappy.

26. What do you do if you are unhappy?

26.1. If you have a complaint about your access to the Yonder Account, Wallet, Debit Card or the service you've received, please contact complaints@yonder.com.

26.2. If your complaint relates to transactions made via your Yonder Debit Card or Wallet and you're not happy with the response from our team, you can escalate your complaint to the TPML Issuer Complaints Department directly via email at complaints@transactpay.com. Please ensure you include the required Personal Details so we can properly identify and contact you.

26.3. If TPML's Complaints Department is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation

will be conducted. You will receive a formal response of TPML's findings within 35 Business Days of your complaint. TPML will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.

26.4. In the unlikely event that TPML are unable to resolve your issue to your satisfaction, you have the right to refer your complaint to the Central Bank of Malta by the Contact Us page available on the Central Bank of Malta's website or by sending a written complaint by mail to: Central Bank of Malta, Castille Place, Valletta VLT 1060, Malta.

26.5. If, following your escalation to the Central Bank of Malta, your issue is not resolved to your satisfaction, you have the right to refer your complaint to the Office of the Arbiter for Financial Services at the following address: Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD 1920, Malta (Telephone+ 356 21249245, Website: <https://financialarbiter.org.mt>).

27. How we and TPML use your information

27.1. Yonder will protect any personal information we hold about you in line with Yonder's Privacy Policy which can be accessed at: <https://www.yonder.com/legal/privacy-cookies-policy>.

27.2. TPML will protect any personal information it holds about you in line with TPML's Privacy Policy which can be accessed at <https://www.yonder.com/legal/privacy-cookies-policy> under "TPML's Privacy Policy".

28. Waiver of rights

We may choose to delay enforcing or choose not to exercise rights under this agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

29. Assignment and subcontracting

29.1. You may not sell, assign or transfer your account or any of your obligations under this agreement. This means that the Agreement is personal to you, and you can't transfer it to anyone else. You will remain liable until any Wallet and Card issued to you is cancelled and all sums due under this Agreement have been paid by you in full.

29.2. We may transfer any of our rights and/or obligations, or assign any of our rights, under this agreement. If we transfer all of our rights and/or obligations, or assign all of our rights, under this agreement, we will provide you at least two months' written notice of such proposed transfer or assignment. You can close your Yonder Account within that notice period by repaying any outstanding balance in full and following the steps set out in clause 25 above.

29.3. We may subcontract any of our obligations under this agreement (such as the maintenance of the Yonder Platform or customer support) to other companies within the Yonder Group or to third-party service providers. If we do this, we will remain responsible to you for their performance.

29.4. TPML may transfer its rights and benefits under this Agreement to a third party and may subcontract any of its obligations under this agreement, if TPML reasonably believes that this would not have a significant negative effect on your rights.

30. Language

30.1. Only the English language version of this agreement will apply. If we translate this agreement into another language, the translation is for reference only.

31. Governing Law

31.1. This agreement is governed by Maltese Law. If you reside in the Netherlands, mandatory Dutch payment services and consumer protection rules apply notwithstanding the governing law of this agreement.

32. Jurisdiction

32.1. You agree to the non-exclusive jurisdiction of the courts of Malta. 'Non-exclusive jurisdiction' means that you may also have the right to refer a dispute to the court of another country.

Schedule 1 – Fees

Fee	Amount	Comments
Free – membership fee	€0	There are no fees for the free membership.
Full – membership fee	€17.99 monthly or €189.99 annually	If you pay monthly, we will charge this fee at the start of each membership month. If you pay annually, we will charge this fee at the start of your membership year. The membership fee is subject to any applicable promotions, which may from time to time include targeted fee discounts, at our absolute discretion.
Free – replacement card fee	€5	If you are on the Free membership and lose your physical card and would like a replacement.
Full – replacement card fee	€10	If you are on the Full membership and lose your physical card and would like a replacement.

ATM withdrawal limit fee	2% on all withdrawals when you exceed the monthly €200 withdrawal limit	If you withdraw more than €200 in your membership month, you will be charged 2% on all withdrawals above €200.
Card issuing fee	€0	We do not charge a fee for issuing you a Yonder Debit Card.