

NIUM CARD TERMS AND CONDITIONS FOR DIGITAL WALLET;

Last updated: 21 December 2023

The following terms and conditions (“**Terms and Conditions**”) are a legal agreement between you and Nium, and apply when you add an eligible prepaid, debit, or charge card issued by Nium (“**Card**”) to a digital wallet, payment service, or payment platform owned or operated by a third party (“**Digital Wallet Provider**”), including but not limited to Apple Pay and Google Pay (“**Digital Wallet**”). In these Terms and Conditions, “**we**”, “**us**”, “**our**”, and “**Nium**” refer to the issuer entity of your Card as set forth in the applicable Card Agreement (as defined below).

1. GENERAL

1.1 Please read these Terms and Conditions carefully. You may only use your Card through a Digital Wallet in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, you may not add your Card to, or use your Card in connection with, a Digital Wallet. You consent to receiving these Terms and Conditions electronically.

1.2 If you have entered into a separate agreement with Nium governing Nium’s issuance of the Card (“**Card Agreement**”), such Card Agreement shall continue to apply in relation to the use of your Card and shall be incorporated by reference as part of these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions and the Card Agreement, the provisions of the Card Agreement shall prevail.

1.3 You represent, warrant and undertake to us that:

- you are the cardholder or an authorised user of the Card, or the parent or legal guardian of the cardholder or an authorised user of the Card accepting these Terms and Conditions on their behalf (as applicable);
- you are at least 18 years of age (or such other age of majority in your jurisdiction) and capable of entering into a legally binding agreement;
- you have the authority to authorise the receipt of notices, calls and text messages from Nium at the phone number you provide;
- you will not use your Card through a Digital Wallet for any fraudulent undertaking or in any manner so as to interfere with the operation of a Digital Wallet; and
- you and all transactions initiated by you via the Card will comply with all applicable laws, these Terms and Conditions, the Card Agreement, and any agreement with our agent.

2. ENROLLING YOUR CARD IN A DIGITAL WALLET

2.1 To enrol your Card to a Digital Wallet, you must follow the instructions of the Digital Wallet Provider to link your Card to that Digital Wallet (referred to herein as “**provisioning**”). You may be required to take additional steps to authenticate yourself before your Card is added to a Digital Wallet, including by providing additional identifying or biometric information, or requiring you to provide a “One Time Passcode” (OTP) sent to your mobile number registered with us. Once provisioned, we may add a unique numerical identifier different from your Card number to your Digital Wallet to enable you to transact through that Digital Wallet.

2.2 We may decline the provisioning of your Card to a Digital Wallet if the Card is not eligible for this service, or if:

- your Card has been cancelled or suspended in accordance with the Card Agreement or any agreement with our agent;
- the balance of the underlying account linked to the Card is negative;
- we reasonably suspect that there has been fraudulent activity involving the Card or the underlying account linked to the Card;
- we reasonably suspect that the provisions of these Terms and Conditions or the Card Agreement or any agreement with our agent have not been complied with;
- upon request of our agent in accordance with any agreement with our agent; or
- we reasonably believe that doing so is necessary or prudent to avoid you or us suffering loss.

2.3 You acknowledge that the Digital Wallet Provider has the right to decline the provisioning of a Card or to suspend or delete or reactivate a Card enrolled with the Digital Wallet. We shall not be liable if you are unable to enrol a Card on a Digital Wallet for any reason.

2.4 Digital Wallets can only be used with a compatible device as determined by the Digital Wallet Provider for that Digital Wallet (“**Eligible Device**”). Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as “jail breaking”), are not Eligible Devices. You acknowledge and agree that the use of a modified device to use your Card in a Digital Wallet is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Card through a Digital Wallet and we will not accept any liability for any losses that you may incur as a result of us denying you access to your Card in Digital Wallet in these circumstances.

3. USE OF YOUR CARD IN A DIGITAL WALLET

3.1 You may use your Card in a Digital Wallet to enter into authorised transactions where a Digital Wallet is accepted, subject to any applicable limits or conditions which may be specified by us, our agents, merchants, or the relevant payment network from time to time. You acknowledge that a Digital Wallet may not be accepted at all places where your Card is accepted.

3.2 We do not impose a fee on you for using your Card in a Digital Wallet. If you have accessed our services via our agent or other third party, they may charge a fee for using your Card in a Digital Wallet. In addition, a Digital Wallet Provider or another third party supporting a Digital Wallet Provider may charge a fee for using your Card in a Digital Wallet. Your mobile carrier may impose web-enablement, data usage or text messaging fees or other charges in connection with your use of a Digital Wallet. You agree to be solely responsible for all such fees or charges.

3.3 You acknowledge and agree that, where applicable, transaction history displayed in a Digital Wallet in connection with use of your Card in that Digital Wallet solely represents our authorisation of your Digital Wallet transaction and may not reflect certain post-authorisation activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Digital Wallet transaction history in connection with use of your Card in that Digital Wallet may not match the transaction amount that ultimately clears, settles, and posts to your Card’s statement.

3.4 As a condition of using your Card in a Digital Wallet, you acknowledge and consent to us sending notifications to the mobile device associated with the Digital Wallet and/or text messages to your mobile number registered with us (which may or may not be the same mobile device associated with the Digital Wallet). If at any time you revoke this consent, we may suspend or cancel your ability to use your Card in connection with a Digital Wallet.

3.5 If you no longer wish to use your Card in a Digital Wallet, you can remove your Card from the relevant Digital Wallet by following the instructions from that Digital Wallet Provider.

3.6 Subject to applicable law, we may at any time we reasonably consider appropriate or necessary to do so (including but not limited to when any of the situations in paragraph 2.2 apply):

- modify the type or dollar amounts of transactions allowed using your Card in a Digital Wallet;
- modify a Card’s eligibility for use in a Digital Wallet;
- modify the Card authentication process; or
- restrict, suspend, or terminate your use of a Card in a Digital Wallet.

We or our agent will notify you in such circumstances so as soon as reasonably practicable.

4. SECURITY OF YOUR DIGITAL WALLET AND MOBILE DEVICE

4.1 You are solely responsible for ensuring that:

- the Digital Wallet and your mobile device are used only by you and not shared with anyone else;
- your login information associated with your Digital Wallet or mobile device (including your usernames, passcodes, biometric information) is kept confidential and secure;
- your mobile device is kept safe and secure; and
- your Card is removed from the Digital Wallet, and your Digital Wallet login information is removed from your mobile device, if you will no longer own or use your mobile device.

4.2 If you:

- let any other person register their biometric information on your mobile device on which you have registered your Card in a Digital Wallet;
- share your login information for your Digital Wallet or mobile device with any other person; or

- register your Card in a Digital Wallet on a mobile device on which any other person has registered, or has the ability to register without your consent, their biometric information,

you are taken to have authorised that person to transact on the Card using the relevant Digital Wallet. This means that any Card transaction initiated by that person via the Digital Wallet will be taken to be authorised by you, you will be responsible and liable for such transaction.

4.3 If your login information is compromised or your Card has been used through a Digital Wallet without your permission, or your mobile device has been lost or stolen, you must immediately notify:

- us; or (if your use of the Card is facilitated by our agent) the agent, and failing which, us;
- an authorised representative of the business that provided the Card to you (if you are using a business card); and
- the Digital Wallet Provider.

Until you do so, you shall remain liable for all transactions carried out using your Card. If you fail to notify all of these parties without delay, you may be liable for part or all of the losses in connection with any unauthorised use of your Card in connection with that Digital Wallet.

5. DISCLAIMERS

5.1 Your Digital Wallet is provided by the relevant Digital Wallet Provider. You acknowledge and agree that from time to time, your use of your Card in a Digital Wallet may be delayed, interrupted, or disrupted for reasons we cannot control. Subject to applicable law and the Card Agreement, neither we nor our agents will be liable for any claim arising from or related to your use of your Card in a Digital Wallet due to such delays, interruptions, disruptions or similar failures.

5.2 You acknowledge and agree that your use of a Digital Wallet is subject to the terms and conditions set forth by the Digital Wallet Provider or other third parties supporting the Digital Wallet Provider with respect to the use of that Digital Wallet, which Nium is not a party to. Nium is not responsible for the provision, function, or maintenance of any Digital Wallet, and makes no representations, warranties or conditions relating to the same. Subject to applicable law and the Card Agreement, neither we nor our agents shall be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to a Digital Wallet including, without limitation, any third party product liability claims, claims that a Digital Wallet fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of a Digital Wallet, including those pertaining to Intellectual Property Rights, must be directed to the Digital Wallet Provider or the other third parties supporting that Digital Wallet.

5.3 We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your mobile device, including but not limited to the availability or operability of the wireless networks of any mobile device. You are responsible for the selection of a mobile device and for all issues relating to the operation, performance and costs associated with such device.

5.4 From time to time, merchants may present to you certain discounts, rebates or other benefits (“Offers”) if payment is effected through a Digital Wallet. Such Offers are subject to certain terms and conditions between you and the relevant merchant, and may be subject to change at any time without notice to you. Subject to applicable law and the Card Agreement neither we nor our agents will be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers, and all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. Neither we nor our agents are not responsible for the goods and services you acquire through the use of a Digital Wallet. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchants of those goods or services. We do not endorse or recommend the merchants or their products and services that are accessible through a Digital Wallet or the Offers that they provide.

6. AUTHORISATION TO PROCESS DATA

6.1 You agree that for the purposes of providing the services described in these Terms and Conditions to you, we may:

- collect, use, transmit, store, and otherwise process technical, location, and login or other information about you and your use of the Card in a Digital Wallet. Where such information is provided by a third party (such as your mobile carrier) to us, you authorise such third parties to disclose such information to us for processing in accordance with the Nium privacy policy (accessible

at <https://www.nium.com/privacy-policy/>), and/or such other terms governing the processing of data in the Card Agreement, which shall be incorporated by reference as part of these Terms and Conditions; and

- disclose details of your transactions made with the Card in a Digital Wallet to – (a) the Digital Wallet Provider and its sub-contractors, agents, and affiliates, or other third parties supporting that Digital Wallet and (b) the applicable payment network branded on your Card and its sub-contractors, agents, and affiliates.

6.2 You acknowledge that the processing of any personal information (including biometric information) provided by you directly to a Digital Wallet Provider, the applicable payment network branded on your Card, or other third parties supporting that Digital Wallet, will be governed by such party's privacy policy and not our privacy policy. Subject to applicable law and the Card Agreement, neither we nor our agents shall not be responsible or liable to you or any third party for the use or misuse of any such information by the Digital Wallet Provider and/or any third party.

7. INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights ("**Intellectual Property Rights**") in a Digital Wallet (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by the Digital Wallet Provider, us, our agents, our licensors or other third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by the Digital Wallet Provider, us, our agents, our licensors or other third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, a Digital Wallet.

8. CHANGES TO THESE TERMS AND CONDITIONS

We may change these Terms and Conditions at any time by publishing the updated Terms and Conditions on our website and/or such other platform on which you received these Terms and Conditions. If there are any material changes (including any changes to the fees applicable to you), we and/or our agents will also provide you with prior written notice. Any changes will not affect your liability for transactions already conducted using your Card in a Digital Wallet. If you do not agree to the updated Terms and Conditions, you must remove your Card from the Digital Wallet and discontinue your use of the Card in the Digital Wallet. By retaining your Card in a Digital Wallet or continuing to use of your Card in the Digital Wallet, you shall be deemed to have accepted the updated Terms and Conditions.

9. GOVERNING LAW AND DISPUTE RESOLUTION

The same laws that govern your Card Agreement with us shall govern these Terms and Conditions. Any disputes between you and us shall be resolved in accordance with the provisions of the Card Agreement.

If any provision of these Terms and Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms and Conditions will not be affected.