
TERMS AND CONDITIONS SCNET PAYMENT SERVICES SRL. VALID FOR ADDITIONAL SERVICES ASSOCIATED TO YOUR EXCELERA PREPAID MASTERCARD

WHO IS OFFERING THE ADDITIONAL SERVICES?

- I. Additional services under this agreement are rendered by SCnet Payment Services Ltd. (furthermore referred to as "Excelera") ("We", "Us", or "Our") and includes all additional services rendered in addition to the ones of your Card and Account ("Card Issuer").
- II. SCnet Payment Services Srl is a limited liability company with headquarters located at Aleea Baisoara nr.9 ap.16, 400445, Cluj-Napoca, Romania, and has been incorporated at the Romanian National Trade Register under number J12/1301/2014, Tax number RO33041180.
- III. Excelera is a European Trademark, licensed to SCnet Payment Services Srl. to be used with the Excelera Prepaid MasterCard and Program

CONTACT INFORMATION

You can contact the Customer Service Team through:

- I. web at www.excelera.money, which is also referenced on the reverse of the Excelera Prepaid MasterCard ("Card"); or
- II. a reference to the user guide provided with your Card; or
- III. e-mail using the following e-mail address: support@excelera.ro; or
- IV. telephone using the following telephone number +40 (736) 702002.

MONITORING OF CALLS

Calls to Us may be recorded and/or monitored for quality assurance, training purposes and as a record of our conversation. Calls may also be charged according to your service provider. Please contact your service provider for details.

1. ORDERING AND DELIVERY OF YOUR CARD

- 1.1. To apply for a card and purchase it, you must be at least 18 years old.
- 1.2. To apply for your card, you must use the online registration form on <https://e-banking.online>, exclusively accessible through <https://www.excelera.money>, select one of the three packages offered, choose your delivery option and payment mode.
- 1.3. To confirm your card application, you will need to click on the validation link which is send by automated e-mail after submission.
- 1.4. After submitting your online application, you will receive a proforma invoice for all the chosen package, initial credit and annual fee for first year (if applicable) by SCnet Payment Services Srl., valid for 30 days. You can pay this invoice by electronic bank transfer, at any Unicredit Bank Branch in Romania or postal mandate. After your payment has been processed a final invoice will be issued and we will start processing your order.
- 1.5. You can choose between delivery through an Excelera Service Point which you have to select during the order process. Once your card has been shipped to the Excelera Service Point we will inform you by SMS or call you to be able to collect it. Alternatively you can opt for shipping through postal services or courier to your registered address or any other address you complete in the registration form. Which shipping mode is used is solely at our discretion. In general we will use courier delivery in urban areas and postal services with confirmation of receipt for all other areas. In case of return mail or impossibility to deliver your card due to your fault we will contact you and agree the delivery. Any additional cost arising from this additional delivery attempt will be billed at standard tariffs and retained from your initial credit.
- 1.6. These are Our standard Terms and Conditions upon which We intend to rely. If you do not understand any point, please ask for further information by contacting the Customer Service Team as detailed above.

2. TARIFF PLANS

- 2.1. The applicant can choose one of three distinct packages, each associated to a distinct tariff plan, during the registration process.
- 2.2. The annual administration fee (Essential and Ultimate Package) will be charged in advance at the beginning of each period for the forthcoming year, starting from the second year.
- 2.3. The Cardholder can change the tariff plan once a year in the month the card was issued (due date). Requests received before the due date will be stored and executed on the due date. Until this date all fees and limits will remain in the present plan.
- 2.4. For each type of card a variety of different services and benefits might be offered by Excelera and its partners. The description and terms can be found on the Excelera website www.excelera.money.

3. OTHER PRODUCTS AND SERVICES

- 3.1. Excelera might introduce different discounts, free services, free value checks and other complimentary or discounted services, by itself or in partnership with selected businesses, which might be associated to certain packages.
- 3.2. Any of these services can be replaced with a similar product or service, a different service or product or can be suspended, amended or revoked with immediate effect without further notice.
- 3.3. Any such product or service will be described on www.excelera.money.
- 3.4. Each cardholder will have access free of charge to "Excelera Online Banking", an Online Banking System – through the website e-banking.online – for the administration of the card and additional functionality described on www.excelera.money. Special Terms & Conditions for using Excelera Online Banking can be found on www.excelera.money.

4. TERMINATION

- 4.1. All the services rendered under this agreement become immediately null and void if the agreement between you and the issuer for the prepaid card is terminated by you or by the issuer;
- 4.2. Any such termination leads to the immediate suspension of services without any further notice at the date the termination goes into effect.

5. ADVISING CHANGES OF NAME, ADDRESS OR CONTACT DETAILS

- 5.1. If you or any additional cardholder changes name, address or contact details, you must notify our Customer Service Team immediately of such change. Our contact details can be found in the opening paragraphs of these Terms and Conditions.

6. WHAT LAW APPLIES?

- 6.1. Romanian law applies to these Terms and Conditions and competent courts will have exclusive jurisdiction to deal with any legal proceedings between us.

7. YOUR RIGHTS AND OBLIGATIONS

- 7.1. You have the right to:
 - 7.1.1. withdraw from these Terms and Conditions without cause and without penalty for a period of 14 business days from the date on which you apply for your Account ("Account Opening Date"). This 14 business days period is known as the "Cooling Off Period". You may notify us by telephone of your intention to withdraw from these Terms and Conditions. Nevertheless you must notify your intention to withdraw in written form to us. For the avoidance of doubt, the Cooling Off Period starts from when you buy or apply for the card and not from receipt or activation;
 - 7.1.2. know more about the information We pass to third parties or obtain a list of third parties with whom We share information;
 - 7.1.3. receive details of the personal data We hold about you.

8. LIABILITY

8.1. Our liability:

- 8.1.1. We accept no liability for any delay or failure to perform Our obligations under these Terms and Conditions as a result of local regulations or circumstances outside, including, but without limiting to defects of the card or account package. We will not be liable for any indirect or consequential losses you suffer due to abnormal and unforeseen circumstances beyond Our control, the consequences of which would have been avoidable despite all efforts to the contrary, or where Our failure to comply with these Terms and Conditions is due to Our obligations under European or national law.
- 8.1.2. We accept no liability for products or services which you buy or acquire with your card.
- 8.1.3. We accept no liability for any merchant or business to accept your card, refuses to honor a transaction done with your card or the lack of possibility to cancel an authorization.
- 8.1.4. We accept no liability for any other free or discounted services, special value checks or other products and services rendered or provided by third parties.

8.2. Your liability:

- 8.2.1. You will be responsible for i) any unauthorized activity if you act fraudulently or without necessary care, and ii) any loss or fraud that results directly from your failure to advise Us of any changes to your personal details in accordance with clause 5.
- 8.2.2. In case you do not use your card according to the terms and conditions of the Card issuer and/or these terms and conditions or we get knowlegde that you intend to use or did use your card in a fraudulent manner we reserve the right to charge any reasonable costs that we incur in our attempt to take measures to stop using this Card and to recover any amounts owed as a result of your actions. This applies to any cards associated with your account.
- 8.2.3. We do not provide online protection for purchases made online, by email or phone and we will not be liable for any loss suffered by you as a result of your use of the Card to pay for any purchases made on the Internet, by e-mail or telephone.
- 8.2.4. Nothing in this Clause 8. will limit Our liability for: (i) death or personal injury arising as a result of any negligence by Us; or (ii) fraud committed by Us.

9. HOW WILL YOU KNOW ABOUT ANY CHANGES TO THESE TERMS AND CONDITIONS

9.1. We reserve the right to make changes to these Terms and Conditions as follows:

- 9.1.1. in response to any change in applicable law, industry guidance or best practice;
- 9.1.2. to make these Terms and Conditions clearer; and/or
- 9.1.3. to reflect any changes to Our systems and procedures.

9.2. We will provide you with at least 30 days notice in respect of any changes.

Effective 28 July 2017