General Terms and Conditions of the BenefitCard Premium

These General Terms and Conditions ("GTC“ or the “contract”) govern the issue and use of the BenefitCard Premium (hereinafter the “Card“) . Please read these GTC carefully before entering into an agreement with us through your acceptance of these GTCs on our website. Please print and save a copy of these GTC for your documents. You can always find the most recent version of these GTC on our website. You can also contact our customer service and ask for a copy. We shall send contractual information via e-mail to your registered e-mail address.

Name, address and main business activity of the card issuer:

The issuer of the Card is Novum Bank Ltd (NVB) with its seat in Malta with the registered address 4th Floor, Global Capital Building, Testaferrata Street, Ta' Xbiex XBX 1403, Malta.
NVB holds a bank licence, are licenced by the Malta Financial Services Authority - MFSA, (www.mfsa.com.mt) as a credit institution and registered in the register of MFSA under the number C 46997.

Name, address and main business activity of the manager of the Card programme:

Marketing partner of the Card is Blackhawk Engagement Solutions GmbH, Gereonstraße 43-65, 50670 Cologne.

Applicable law, contractual language and conclusion of contract:

The contract is exclusively subject to the law of the Federal Republic of Germany.

The contract is being provided in the German and the English language. In case of contradictions the German language version shall prevail.

The contract with us enters into force by accepting these GTCs and registering on the website.

The contract exists in the German and the English language. In case of contradictions the German language version shall prevail.

Out-of-court dispute resolution:

In accordance with the Complaints Procedure of Bank DiMare Limited (the Bank), complaints may be submitted by the customer or by an authorised representative, either by email to complaints@bankdimare.com , by letter to the address below, or by calling us on 08008-800118.

Bank DiMare Limited
The Emporium
C De Brocktorff Street
Msida, MSD 1421
Malta

Any complaint submitted in writing should clearly indicate the customer's identity and contact details and set out the facts and circumstances on which the complaint is based.

Where a complaint is made verbally, the Bank may document the complaint in writing and request the customer to confirm that the Bank's understanding of the matter is correct. The Bank will endeavour to resolve complaints even where such confirmation is not received.

Complaints shall be submitted in English, Maltese or in the language of the respective country where the product or service was acquired (i.e. Spanish, German, French or Danish).

Complaints may be submitted directly by the customer or by an authorised representative, such as a family member or lawyer. This service is provided free of charge. Where a complaint is submitted by an authorised representative, the Bank may request appropriate evidence of authorisation, such as a written mandate, power of attorney or equivalent documentation.

The Bank will send a written acknowledgement of receipt within two (2) working days of receiving the complaint. The Bank will take all reasonable steps to resolve the complaint within fifteen (15) working days. Where this is not possible, the customer will be informed accordingly and provided with an indication of when the matter is expected to be resolved.

If the customer is not satisfied with the response received, they may object to the decision by writing again to Bank DiMare Limited and providing details of the objection together with any new information to be considered.

If the customer remains dissatisfied with the manner in which the complaint has been handled, the matter may be referred to the Arbiter for Financial Services, Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD 1920, Malta, or submitted in accordance with the procedure described on the Arbiter's website: Office of the Arbiter for Financial Services.

Information about your BenefitCard Premium, as a product of Blackhawk Engagement Solutions GmbH

Your card is a prepaid card; therefore it is neither a debit card nor a credit card. This means that the card must be loaded before you can use it. The initial and any subsequent loading of the card is done exclusively by and it is at the sole discretion of participating corporate clients of Blackhawk Engagement Solutions GmbH ("BES") for the benefit of the cardholders.

Novum Bank Ltd. ("NVB") is responsible for the card programme and it is your contractual partner regarding the operative implementation and administration of the card programme. The card is issued and held by NVB, i.e. the card is owned by NVB. Like the card, the electronic money which is loaded on your card, is issued by NVB.

You can review the balance and transaction activity of your card exclusively online. For this you register on our homepage www.benefitcardpremium.de in your online account with your user name and password. Please read also carefully our data protection guidelines, which you can find on our website. Our data protection guideline informs you about which personal data we collect of you and about how and for what purposes we collect, process and save them.

1. Ordering, activating and loading the Prepaid card

The cards are issued exclusively via the participating corporate clients of ("BES"). The BES corporate client, whose employee or business partner you are, shall hand over the card to you issued by NVB for your own use. In order to use the card, you need to register in the Novum web portal www.benefitcardpremium.de. and accept these Terms and Conditions. As soon as the load amount has been transferred completely to NVB by the corporate client and the registration has been concluded successfully, the card shall be activated to be used. The load amount shall be credited without deduction to the card. In order to effectively conclude the contract about the card, you have to be an employee or business partner of the corporate client of BES GmbH and be resident in Germany. You confirm that all the data you give us when registering are true, not misleading and complete. You are obliged to inform us immediately when your user data change. You must not use any pseudonyms or stage names. We reserve the right to refuse applications for signing a contract without giving any reasons.

After you receive the card please sign it immediately in the field at the back marked for it. The PIN code for your card can be obtained through on our website www.benefitcardpremium.de. Please follow the instructions of the product brochure enclosed with your card to activate your card.

You can find information for activating your card also on our website. Please note that money sent to us is only covered by these contractual conditions when the money has been received by us.

2. How you can use the card

The card is not linked to your bank account. You will not receive any interest on the credit on your card. The card is and shall remain the property of NVB and cannot be transferred to third persons.

You can use your card worldwide to pay for your purchases with electronically connected MasterCard® points of acceptance ("MasterCard® transactions"). Cash withdrawals at ATMs or other cash points are not possible. You can find more information on the function of your card on our website www.benefitcardpremium.de. The card is tied to certain limits; please contact our customer service for further information.

3. Authorisation and implementation of a MasterCard® transaction

When you use the card, you give permission (authorization) to make a payment order (= MasterCard® transaction). For this you have to

- enter the PIN with MasterCard® contract companies - or provide the required card data vis-à-vis MasterCard® contract companies (e.g. via internet or telephone). It may be necessary to use the special authorization procedure offered by the MasterCard® contract company.

You cannot revoke the payment order once you have authorized it. To the extent that a PIN or your required card data is required for the authorization, the authorization only takes place when the PIN has been inserted or required card data provided. We shall deduct the transaction amount from the credit of your card as soon as the MasterCard® transaction is performed. We are entitled to refuse card payments if a) we have concrete indications that your card is used without authorization, wrongfully and/or fraudulently, b) the credit on your card is not sufficient to cover the payment amount and the fees due at the time when the payment order is received, c) the conditions for the authorization of the payment order according to these GTC are not met, d) the card has been blocked or e) the implementation of the payment order would violate applicable law. You will be informed about this via the terminal where you use the card, or the MasterCard® contract company. We are obliged vis-a-vis contract companies of the MasterCard® network to settle the transactions effected by you with the card and shall debit your card with the corresponding amount.

4. Execution time

After receipt of the payment order, we are obliged to ensure that the card payment amount is received at the payment service provider of the payee at the latest by the end of the next business day.

5. Your obligations to cooperate and exercise due care

As soon as you receive the card you are obliged to take all reasonable precautions to protect it against loss, theft or unauthorized access. You should treat your card like cash. Do not lend your card to third persons. Memorize the PIN as soon as you obtain it. Please keep the PIN secret at any time and do not write it down. In case you have forgotten your PIN or if you suspect that someone knows your PIN, you are able to obtain a new PIN by accessing our website www.benefitcardpremium.de. Charges may be applicable to obtain a new PIN as set out on our website.

You can also request a new PIN per SMS or on the website www.benefitcardpremium.de.

You are also obliged to inform us immediately if you find out or suspect that a MasterCard® transaction was not authorized or executed incorrectly, and in any event not later than thirteen months from when the transaction was charged to your card. This also applies in case of other unauthorized use and in case the Card or the PIN is lost or stolen or misappropriated or the PIN has become known to any other person, as applicable, or if you suspect that the Card has been lost, stolen or misappropriated, applicable. In that case we shall immediately block your card and send you a new card to your address. There is a fee for sending a replacement card as set out on our website. The credit of the lost/stolen card is automatically transferred to the replacement card.

6. Your payment obligations

We are obliged vis-a-vis companies and other banks which accept your card to settle the transactions effected by you with the card irrespective of the amount of credit on your Card. Since your card is a prepaid card, you are however obliged to ensure that your card has sufficient credit for all payments effected by you. Should your card nevertheless show a negative balance once, you are obliged to pay all balances due and to pay us for costs incurred and being incurred.

7. Blocking of the card

We are entitled to temporarily block all or parts of the functionalities and services in connection with the card and the card itself, if objective reasons in connection with the safety of the card justify this or if there is a suspicion of an unauthorized or fraudulent use of the card. In case of blocking we shall - as far as possible - inform you about it in advance, otherwise immediately after the blocking. We shall also inform you about the reasons for the blocking, unless we would violate existing legal obligations by doing so. We shall lift the respective blocking or replace your card as soon as the reasons for the blocking no longer exist and shall inform you about this immediately. Please contact our customer service via e-mail or telephone when the reasons for the blocking no longer exist and you wish the blocking to be lifted.

8. Liability in the event of of authorized MasterCard® transactions

You will have a claim against us for reimbursement of a debited payment amount if you have authorized a card transaction with a MasterCard® contract company in the manner that the exact amount was not indicated during the authorization and the payment transaction exceeds the amount that you could have expected according to your previous spending behaviour, the conditions of this contract and the respective circumstances of the individual case. Reasons in connection with any currency exchange will be disregarded, if the agreed reference exchange rate was used.

You are obliged to explain to us the objective circumstances from which you deduce your reimbursement request. We are obliged to reimburse the complete corresponding payment amount to you within ten business days after receipt of your reimbursement request or inform you of the reasons for refusing the reimbursement. Please refer to the section on “Complaints” in you are not satisfied with the Bank’s reply in this regard. Your claim for reimbursement is excluded if you do not assert it against us within eight weeks from the time of the debiting of the respective payment amount.

9. Liability in the event of a non-executed, defective or late execution of an authorized MasterCard® transaction

We are liable for the correct execution of the payment transaction, unless we prove to you that the payee’s payment service provider has received the amount of the payment transaction. If we are liable as aforesaid, we shall without undue delay, refund you with the amount of the non-executed or defective payment transaction and if amount was charged on your Card, then we will restore your Card credit to what would have been the Card's status if it had not been for the defective MasterCard® transaction.

If the execution took the form of an authorised MasterCard® transaction that was executed late, then your claims as mentioned above are excluded.

Your claim against ourselves is excluded if you have not informed us of the non-executed or defective MasterCard® transaction at the latest thirteen months from when you are notified that the transaction has been charged to your Card.

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10. Liability in the event of unauthorised MasterCard transactions

We will generally investigate the unauthorised transactions and, if we are reasonably satisfied that the transaction was not authorised by you and that you have not acted fraudulently, we will provide you with a prompt refund of the amount of the unauthorised payment transactions, over the amount of Eur50. If the amount was charged on your Card, then we will restore your Card to what would have been the Prepaid Card's status if it had not been for the unauthorised MasterCard transaction. Thereafter, we will not have any further liability to you.

Your claim against ourselves is excluded if you have not informed us of the unauthorised transaction at the latest thirteen months from when the transaction has been charged to your Card.

You will however be unlimitedly responsible for any and all transactions carried out with your Card or your PIN prior to notification in terms of this clause, if you have not used your Card in accordance with these GTCs, in particular if you do not take all reasonable steps to keep safe your Card and the PIN, you have not notified us immediately on becoming aware of the loss, theft, misappropriation or unauthorized use of the Card, if you have any suspicions that the PIN is known to any unauthorized third party, if you have recorded the PIN in any easily recognizable form or it was stored with or marked, in particular on the Card or on any item which you keep or carry with the Card or if you have disclosed the PIN to another person or acted in any other way with gross negligence or fraudulently.

You are not under an obligation to compensate the above-mentioned loss if you were unable to send in a blocking request because we did not provide you with means to enable you to notify us with your request to block the Card.

As soon as the loss or theft of the Card and/or PIN, abuse or other unauthorised utilisation of the Card or the PIN is reported to us, we assume liability for all losses arising thereafter as the result of MasterCard transactins. If you acted fraudulently, then you are also responsible for the losses arising after the blocking request.

11. Exclusion of liability

The use of your card can be interrupted temporarily, e.g. because of routine maintenance work on the system. In that case you might not be able temporarily to use your card and/or our services or only in a limited manner. We shall do our best to minimize effects on the use of our services and your card. We shall not be liable for damages based on an extraordinary and unpredictable event, which we cannot influence and which are beyond our control and whose consequences could not have been avoided by us in spite of using the necessary care, and for damages which were caused by us as a result of complying with or abiding by a legal obligation. We do not assume liability for products or services bought with your card. We also do not assume responsibility or liability for traders who do not execute a MasterCard® transaction properly or who fail to cancel an authorization, unless we have culpably violated one of our obligations.

12. Term of the contract/validity of your card

This contract is for an indefinite term, unless it is terminated in accordance with these GTC or applicable legal provisions. Your card is valid for a period of 60 months, unless otherwise agreed with the BES corporate client. As far as agreed, a new card will also be issued and handed over to you in good time before the expiry date of the Card The credit on your card is automatically transferred to your new card. Please contact our customer service if your card is invalid and you have not received your new card yet.

13. Cancellation

You are entitled to cancel this contract at any time by a written notification to our Customer Services department. Notice of cancellation should be sent to the following email address: info@benefitcardpremium.de

The BenefitCard Premium will be discontinued on 31st December 2020 (the "**Termination Date**"). Any existing and valid BenefitCard Premium cards will be deactivated on the Termination Date.

A new card management fee of €5 will be charged on a monthly basis to your BenefitCard Premium with effect from 5th October 2020, so Novum Bank Limited encourages you to use any remaining balance on your BenefitCard Premium, as soon as practicable, **prior** to the Termination Date.

We are also entitled to cancel this contract immediately for a valid cause. This includes but shall not be limited to, if We are aware or have reasonable grounds to suspect that you have knowingly submitted false information to Us which is essential for the provision of Our services according to the contract or if you have breached any of these GTCs or We reasonably believe that you are unable to comply with your obligations under these GTCs.

Upon cancellation, there shall be no refund for any costs and fees incurred up until the time that the cancellation takes effect. You have to pay regularly charged fees only pro rata until the time when the contract is terminated. Fees you paid in advance, which fall in the time after the contract was terminated, will be reimbursed pro rata.

With effect from the Termination Date, We shall deactivate your card. You are requested to contact Our Customer Support on info@benefitcardpremium.de in order to request a re-transfer of the remaining credit to a German account, which is in your name and about which you have informed Us in writing. In that case a processing fee of €10 may apply to cover re-transfer costs.

14. Fees and costs

Please refer to the fees overview on our website, which is part of the contract, for the fees and costs for the sending of new PINs and replacement card(s) and the calculation basis of the exchange rates. In case of a change of fees the rules regarding changes of the contract shall apply. You can also find an overview of all fees and costs on our website. We shall deduct all fees from the credit of your card as soon as they are due. When you use your card to make a purchase in another currency than Euro, the amount shall be converted to Euro at the exchange rate applicable at the time of the transaction. The rate for conversion is determined from the the daily MasterCard exchange rate and a foreign currency surcharge from our fee overview.

A change of the exchange rate takes effect immediately and without prior notification. In the unlikely case that a MasterCard® transaction is executed although there is no sufficient credit on the card, you are responsible for any debit balances on the Card , unless you can prove that the transaction was not authorised by you.

15. Changes to this contract

We shall notify you of changes to this contract at the latest two months before the time when they take effect, in writing or by electronic means of communication. We shall assume that you agree unless you notify us of your refusal before the time when the changes take effect. We shall refer separately to this approval effect in our notice informing you of the changes. During the notification period you can also terminate the contract without notice and free of charge. We shall also refer separately to this right of termination in notice informing you of the changes. Changes which we have to make because of legal requirements shall take effect immediately or from the time when we notify you.