

## Terms and conditions for the Mastercard® card containing Edenred Cultural vouchers

Please read the hereby Agreement carefully before using the Card. This information represents the terms and conditions of the Card. By using the Card, you agree with these terms and conditions. If you do not understand or do not agree with any of these clauses, please discuss this with your Company or contact the Customer Service Department, using the contact information specified in paragraph 16.

### 1. DEFINITIONS

**Agreement** means this contract, as it is amended periodically

**Card** means the Mastercard® card containing the Edenred cultural voucher, which is issued according to the hereby Agreement;

**Retailer** means any retailer, person, company or corporation within the network of Edenred electronic cultural vouchers, displaying the Edenred logo and the Mastercard acceptance Mark;

**Company** means your employer, which is a client according to the program of Edenred cultural vouchers on electronic support;

**Account** means the electronic account associated to your Card;

**Contactless** means a payment feature that offers you the possibility to pay by tapping the card on an NFC-type compatible terminal reader (a "Contactless terminal") in a point of sale. Contactless transactions are subject to any limits applied by the Retailer and/or the Contactless terminal. For transactions exceeding such limits, it will be necessary to authorize the Transaction by other means (see paragraph 4.3);

**CVC** means the Card Verification Code associated to the Card. This is found on the back of the Card;

**Customer Service Department** means the contact center dedicated to solving questions and service requests related to the Card. The contact information for the Customer Service Department can be found in paragraph 16;

**You** means your person, the Cardholder considered eligible by the Company for using the Card;

**Edenred (or we/us, the undersigned)** means Edenred România S.R.L., the authorized issuer of cultural vouchers stored on the Card, a company registered in Romania under no. J40/5659/1998, tax code RO10696741, with registered office on 133 Calea Serban Voda, sector 4, Bucharest, Romania;

**Mastercard®** means Mastercard International Incorporated, with registered office on 2000 Purchase Street, Purchase, New York 10577-2509 USA;

**Mastercard Acceptance Mark** means the MasterCard International Incorporated logo, indicating the acceptance of the MasterCard Cards;

**MyEdenred** means the online platform and the mobile phone application, available for Android, iOS and Windows, by which Edenred offers you details regarding the Card balance, the Transaction history, Card fundings, the amounts that are about to expire, as well as the facility to activate the Card, remind the PIN code, block the Card, 24/7, 365 days a year.

**Card number** means the card number containing 16 digits on the front of the Card;

**PIN** means the 4-digit personal identification code that will be used with the Card;

**POS Terminal** means an electronic device that makes it possible to pay by card in the Retailer's points of sale;

**PPT** means the card issuer, PrePay Technologies Limited, company registered in England and Wales, with number 04008083, which can be contacted at PO BOX 3883, Swindon, SN3 9EA.

**Program (or Edenred Cultural)** means the program of Edenred cultural vouchers on electronic support, according to which your Card was issued;

**Letter of conveyance of the Card** means the communication accompanying the Card;

**Available Balance** means the value of the cultural vouchers funds loaded on the Card and available for use according to the Romanian laws on cultural vouchers;

**Entire deductible amount** means the entire value of the Transaction;

**Transaction** means any transaction made using the Card, including through a POS Terminal or through an online sale;

**Website** means the website at [www.myedenred.ro](http://www.myedenred.ro), which allows you to access the information related to the Card and which includes a copy of the terms and conditions of the Card.

### 2. THE HEREBY AGREEMENT

**2.1.** This Card was issued upon your Company's request, for you, by PPT based on the license granted by Mastercard International Incorporated. The Card shall remain the property of PPT.

**2.2.** The Program is managed by Edenred România S.R.L., the issuer of cultural vouchers in electronic form, which are stored on the Card. The Card is valid only in Romania, within the network of Retailers who accept the Card

and display the Edenred logo and the Mastercard Acceptance Mark. The Program is subject to the specific legal regulations. The limitations established by the regulations and any of their amendments may have an impact on the features and functionalities of your Card.

**2.3.** The value associated to your Card is expressed in RON.

**2.4.** Your Card is a prepaid card, containing cultural vouchers on electronic support. This is not a credit card, expense card or a debit card.

### 3. RECEIVING AND ACTIVATING THE CARD

**3.1.** Upon receipt of the Card, you must sign it on the back.

**3.2.** The Card cannot be used before being activated. You can activate your Card accessing MyEdenred and following the activation instructions or by calling 021 301 33 66 (a normal tariff number) and selecting "Card activation & PIN indication" to activate it. For activation, you will need your Card number and the activation code that can be found in the Letter of conveyance of the Card. MyEdenred and the "Card activation & PIN indication" service are available 24/7.

**3.3.** After the activation of your Card, you will be given the PIN code. You must permanently keep your PIN code secret and not disclose it to any other person. Moreover, you must not type the PIN code in a manner that can allow other persons to easily see it. We shall not disclose your PIN code to any third party. If you forget your PIN code, it can be reminded if you access MyEdenred and follow the instructions to access your account.

### 4. USING THE CARD

**4.1.** The Card can only be used in Romania, to perform Transactions in RON according to and within the limits of the laws on cultural vouchers in force.

**4.2.** The Card can be used at the Retailers within the network of Edenred cultural vouchers on electronic support, which display the Mastercard Acceptance Mark.

**4.3.** You will need to authorize each Transaction, by one of the methods below. You will be responsible for any Transactions that you authorize:

**4.3.1.** By entering the PIN code;

**4.3.2.** By signing the receipt;

**4.3.3.** By tapping the Card on a Contactless Terminal;

**4.3.4.** By entering the Card's CVC code and its expiry date or by providing any other security code (for online transactions); or

**4.3.5.** By providing the data related to the Card and/or by providing any other data required to finalize a Transaction.

**4.4.** Usually, you cannot stop any Transaction once it was authorized, as at that moment it is considered as received by PPT.

**4.5.** The Card cannot be used for purchasing other services or products except the services or cultural products allowed by the laws on cultural vouchers.

**4.6.** The Card is a prepaid card, containing the value of the cultural vouchers, i.e. the Card's Available Balance shall be diminished by the Entire deductible amount, based on the "first in, first out" principle. For a Transaction to be authorized, the Entire deductible amount must be lower than or equal to the Available balance of the cultural vouchers funds on your Card. You must not use your Card if the Entire deductible amount exceeds the Available balance of the cultural vouchers funds or after the Card's expiry date. If, for any reason, a Transaction is processed for an amount exceeding the Balance available on the Card, you must reimburse to us the amount by which the Entire deductible amount exceeds your Available Balance. You will reimburse the amount according to case, either within 30 days from the reception of an invoice from us, or we shall withhold the difference from the next funding of the Card. In case you do not reimburse this amount, we are entitled to take all the necessary measures, including the right to take action in court, in order to recover any due amounts of money.

**4.7.** You can check your Available Balance at any time in your account on MyEdenred or by calling 021 301 33 66.

**4.8.** In certain circumstances the Retailers may request that you have an Available Balance greater than the value of the Transaction. Nevertheless, only the real and final value of the Transaction will be invoiced.

**4.9.** The Card cannot be used for cash withdrawals.

**4.10.** The Balance available in your Account cannot accumulate any kind of interest.

### 5. TOPPING UP YOUR CARD

**5.1.** You will not be able to top up funds on your Card. Provided that you remain eligible in compliance with the requirements of the Company and the agreement signed between your Company and Edenred, upon reception of the instructions and of the payment made by your Company to Edenred, the Available balance on your card will be topped up with additional funds.

**5.2.** We mention that the funds shall expire according to the legal regulations with regards to cultural vouchers, and after that date the funds are no longer available for use.

### 6. EXPIRY OF THE CARD

6.1. The Card expiry date is printed on the front of the Card. After this expiry date, you cannot use the Card and no Transaction will be processed.

## 7. YOUR LIABILITY

7.1. We can restrict or refuse authorization of any use of the Card, if the use of the Card causes or may cause a breach of the hereby Agreement or if we have any solid reasons to suspect that either you, or a third entity, have committed or are about to commit a crime or another kind of abuse related to the Card.

7.2. Should it be necessary that Edenred investigates a Transaction on the Card, you must cooperate with us or with any other authorized authority, as you may be requested.

7.3. You must never allow any other person use your Card. It's forbidden to sell the Card or give it to another person to use it.

7.4. You shall bear the liability for all the Transactions that you authorize according to paragraph 4.3.

7.5. You will compensate Edenred and PPT for any breach of these terms and conditions, for any fraudulent use of the Card or for any other legal action undertaken for the application of the hereby Agreement.

## 8. LOSS, THEFT OR DESTRUCTION OF THE CARDS

8.1. In case of loss, theft, fraud or any other risk of unauthorized use of the Card or if that Card is damaged or does not function properly, you must access MyEdenred and block the card or contact the Customer Service Department. You will be liable for any unauthorized Transactions that take place before you notify us, and they will reduce the Card's Available Balance.

8.2. Provided that you notify us according to paragraph 8.1 and provided that paragraph 8.3 is not applicable, you will not be liable for any loss that occurs after the date when you have notified us in this respect. If on the Card there is Available Balance remaining, you can request us, exclusively through your Company, to replace the old Card and to transfer the last available Balance on the new Card.

8.3. If we have reasons to believe that the notified incident was caused by the fact that you have breached the hereby Agreement, by your negligence or if there is a serious suspicion regarding an inadequate or fraudulent behavior, then you will be liable for all the loss.

## 9. LITIGATIONS

9.1. If you have any reasons to believe that a Transaction for which your Card was used is unauthorized or was executed on your Account by mistake, you must contact the Customer Service Department, by calling 021 301 33 66.

## 10. COMPLAINTS

10.1. Any complaints related to these terms and these conditions must, first of all, be directed to your Company. Alternatively, you can call the Customer Service Department at 021 301 33 66. The Complaints Procedure can be accessed on the website [www.edenred.ro](http://www.edenred.ro).

## 11. AMENDMENTS OF THE AGREEMENT

11.1. We can, at any time, change the terms and conditions in the hereby Agreement by posting an updated version on the Website or on [www.edenred.ro](http://www.edenred.ro).

11.2. If any part of this Agreement does not comply with any of the regulating requirements, then we shall not take into consideration that part, and we shall treat it as if it actually reflected the relevant regulating requirement.

11.3. We shall notify the Company, in a reasonable manner, with regards to any change of these terms and conditions and we shall keep them updated on the Website.

11.4. By continuing to use the Card after any changes of these terms and conditions become effective, it means that you agree with the obligations arising from the amended terms and conditions.

## 12. CANCELLATION OR SUSPENSION

12.1. If we are informed that you are no longer eligible for using the Card, for any reason, your Card will be immediately blocked, and the Available balance shall no longer be available for use.

12.2. The hereby Agreement can be cancelled or the Card can be suspended at any moment, with immediate effect (and up to the date when any litigation has been solved or the Agreement is cancelled) if you fail to comply with the hereby Agreement or if we have any reasons to believe that you have used or intend to use the Card negligently or for fraudulent purposes, or for other illegal purposes, or if PPT can no longer process your Transactions because of actions of third entities. Under these circumstances, any Available Balance on the Card shall no longer be available for use.

## 13. OUR LIABILITY

13.1. We provide Edenred Cultural, intended exclusively for use in compliance with the hereby Agreement and with the laws in force regarding the cultural vouchers. Our liability with regards to the Card's functionality

and the Program is established by the contract concluded between Edenred and your Company. Should you encounter any difficulties in using the Card, please contact your Company.

## 14. YOUR INFORMATION

14.1. We may hold personal information about you and we shall do this in compliance with all the applicable laws and regulations regarding the personal data processing, including and without limitation to the EU Regulation 679/2016 on the protection of individuals with regards to the processing of personal data and the free circulation of such data, and abrogation of the Directive 95/46/EC;

14.2. Your personal data (such as name, surname, personal number, e-mail address, details related to the performed Transaction) may be necessary in order to provide Card related services to you and therefore, can be processed for the following purposes: Card issuance and activation, funding of the Card with the associated cultural vouchers, granting access to information (e.g. Transaction history, Available Balance), elaborating replies to requests, processing Transactions, taking the necessary measures for fraud management, as well as complying with the regulating requirements (including the applicable regulations regarding the fight against money laundering /terrorism financing).

14.3. Your personal data shall not be processed for other purposes, unless you have given your prior consent in this respect or we have another legal ground for such a processing.

14.4. Except for the case when the law requires it, your personal data shall not be transmitted without your permission to any other person outside the Company, Edenred and technical assistance service providers required to provide the services covered by the hereby Agreement, including PPT.

14.5. Your personal data shall not be transferred outside the European Union or Great Britain, except for the case when we have obtained your consent.

14.6. For more details about your rights with regards to the personal data processing, please check the [Privacy Policy](#) available on the website [www.edenred.ro](http://www.edenred.ro).

14.7. For any additional questions regarding how your personal data are processed and to exercise your rights specified above, please complete the [contact form](#) available on our website. You can also send a customized request, signed and dated with your personal data that you wish us to update or delete, to our addresses, to the attention of the person in charge of personal data processing: Edenred registered office Bucharest, Calea Șerban Vodă 133, 040205 - Sector 4, Bucharest.

14.8. Monitoring the compliance with the legal requirements in this field is also ensured by the person in charge of personal data processing, appointed within the Edenred Group, with the following contact information: [dpo.romania@edenred.com](mailto:dpo.romania@edenred.com).

## 15. GENERAL PROVISIONS

15.1. If any provision of the hereby Agreement is considered non-applicable or not legal, the rest of the provisions will remain in force and continue to produce effects.

15.2. Except otherwise provided, no third entity which is not part of the hereby Agreement is entitled to apply any of the provisions specified in these Terms and conditions, except MasterCard International Incorporated and its affiliates who can apply any provision of the hereby Agreement, which confers them benefits or rights.

15.3. The hereby Agreement is governed by the Romanian law, and any litigation arising from the hereby Agreement will be under the exclusive jurisdiction of Romanian Courts.

## 16. CONTACTING THE CUSTOMER SERVICE DEPARTMENT

16.1. Should you need assistance, you can contact the Customer Service department by calling 021 301 33 66 (a normal tariff number – standard fees apply) between 8 a.m. – 6 p.m., from Monday to Friday. Alternatively, you may contact your Company.

16.2. An automatic phone service to check your available Balance as well as to block lost or stolen Cards is available for you 24/7, if you call the number mentioned in paragraph 16.1 above.

16.3. The lost or stolen cards can also be reported through MyEdenred.

This card is issued by PrePay Technologies Ltd., member of the Edenred Group, under the license of Mastercard® International. The cultural vouchers program is managed by Edenred Romania SRL, with registered office on 133 Calea Șerban Voda, Bucharest, Tax Number RO10696741, who is the issuer of the electronic cultural vouchers. The Card is valid only in Romania, within the network of partner units who accept it for payment. Mastercard and Mastercard Brand Mark are trademarks of Mastercard International Incorporated.