

#### myPOS Platinum and myPOS Metal

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#### What are myPOS Platinum and myPOS Metal Cards?

myPOS Platinum and myPOS Metal offer their cardholders the following benefits:

## myPOS PLATINUM

- Higher spending limits
- 2 free ATM withdrawals<sup>1</sup> per month
- 10% cashback for every purchase in the myPOS Online Shop and every myPOS Store<sup>2</sup> across Europe
- 0.1 % cashback<sup>3</sup> on all card purchases
- Lounge Key Pass<sup>4</sup>
- Free Express Delivery
- Platinum Card in two exclusive designs
- Free reissuing<sup>5</sup>

## myPOS METAL

- Higher spending limits
- 3 free ATM withdrawals<sup>1</sup> per month
- 15% cashback for every purchase in the myPOS Online Shop and every myPOS Store<sup>2</sup> across Europe
- 0.1 % cashback<sup>3</sup> on all card purchases
- Lounge Key Pass<sup>4</sup>
- Free Express Delivery
- Free reissuing<sup>5</sup>
- Priority Customer Support

#### Cashback program

Our mission is to help your business grow and what a better way to do that, but by having a cashback program.

You will benefit from 15% cashback, for Platinum Metal cardholders, and 10% cashback, for Platinum Silver and/or Gold cardholders, when you pay with your card at our myPOS Online Shop at, <a href="https://shop.mypos.eu/en/">https://shop.mypos.eu/en/</a> or in any of our myPOS Stores across Europe.

In addition, purchases made with the Platinum Silver, Gold and/or Platinum Metal cards are eligible for 0.1% cashback on the amount of any other transaction. This means that 0.1% of your purchases will be credited back to your account once a year, in December.

Not all card transactions are eligible for cashback, please refer to the "Non-eligible cashback transactions" section below for more information.

In case your myPOS account is terminated you will lose your right of the cashback accrued

We will also be entitled to set-off any cashback due to you with any of your outstanding obligations to us.

#### **NON-ELIGIBLE CASHBACK TRANSACTIONS**

There are certain cases where cashback transactions are non-eligible for the program:

- If you make a payment to another payment card/instrument such as credit card, load an e-wallet, bank, cryptocurrency
  or gambling account and/or similar service or carry out any similar payment transaction which is not linked to a specific
  good or service
- Transactions associated with breaking any law or regulation
- Transactions that you have chargebacked, refunded or successfully reversed for any reason, including but not limited to reasons of lack of authorization, fraud and other similar.



#### **IMPORTANT:**

In some cases, the cashback might be deducted or withheld. Such cases are:

- Your payment was subject to any kind of refund, i.e. a chargeback;
- Your payment was linked in any way to fraudulent actions;
- The cashback was generated though actions that constitute a breach of the legal agreement with myPOS, including any policy therein; or
- You have outstanding obligations towards any company engaged in the provision of the myPOS Service to you

myPOS retains the right to deduct any due amounts from your myPOS Accounts in these instances. In case your myPOS account does not have sufficient funds, this could lead to legal action. This would also apply to any due fees for the use of the myPOS Platinum and myPOS Metal cards.

## Subscribing to myPOS Platinum and myPOS Metal

You can choose between two subscription plans for your myPOS Platinum and myPOS Metal cards. You can either pay in monthly installments or as a one-off annual subscription. Each subscription will be charged continuously until you specifically instruct us to cancel it or you no longer are eligible for the myPOS Platinum and myPOS Metal plans More details are available in the Tariff section.

The due dates for the subscription fees are as follows:

Monthly fees: At the corresponding date on which you subscribed to the premium card service of each subsequent month.

Annual fees: At the corresponding date on which you subscribed to the premium card service of each subsequent year.

The duration of the subscription is 1 year and it will be renewed automatically on the 12<sup>th</sup> month.

Should you wish to switch from monthly installments to an annual subscription, or vice versa, you can do so in the month prior to annual renewal.

# Unsubscribing from your myPOS Platinum Silver and/or Gold or myPOS Platinum Metal plan

You can end your Platinum or Metal subscription at any time. However, you may have to pay a fee. You'll still be able to benefit from the services associated with your subscription until the end of the month you have paid for. Thereafter, you'll become a standard user again (a myPOS account holder who does not pay a subscription for the Platinum or Metal service).

The fees for ending your subscription are set out in the table below.

	Monthly Plan	Annual Plan
Subscription cancelled within 14 days of card order date	You will get a full refund for:  • Your Platinum Card, but a fee of 20 EUR will be due for the card delivery  • Your Metal Card, but a fee of 45 EUR (or the equivalent in the currency of your myPOS account), plus the express delivery fee will be due.	You will get a full refund for:  • Your Platinum Card, but a fee of 20 EUR will be due for the card delivery  • Your Metal Card, but a fee of 45 EUR (or the equivalent in the currency of your myPOS account), plus the express delivery fee will be due.
Subscription cancelled within 10 months of card order date	You will not be eligible for any refund and you'll still have to pay the subscription for the month in which you have notified us about your intent to end your subscription. In addition, you will be charged a cancellation fee equal to two months' subscription.	You will not be eligible for a refund of the full year's subscription you paid, but there will be no cancellation fee.



Subscription cancelled	
after more than 10	
months of card order	
date	

You will not be eligible for any refund and you'll still have to pay the subscription for the month in which you have notified us about your intent to end your subscription, but there will be no cancellation fee.

You will not be eligible for a refund of the full year's subscription you paid, but there will be no cancellation fee.

It's easy to cancel your Platinum or Metal subscription, just e-mail us at <a href="mailto:help@mypos.com">help@mypos.com</a> or use the "Unsubscribe me" function in the myPOS account/app.

Unsubscribing from the myPOS Platinum or myPOS Metal plan will not lead to an automatic closure of your myPOS account and you are free to use the Service as normal.

Your cashback will be based on all your purchases up until the end of the month you have notified us about your intent to cancel the services. The cashback amount will be credited to your account once a year in December.

## **Cancellation of your subscription:**

myPOS may cancel your subscription for myPOS Platinum Silver and/or Gold and myPOS Platinum Metal cards in cases where:

- You have used the myPOS Platinum Gold and/or Silver and myPOS Platinum Metal card not in good faith;
- You have attempted to abuse the benefits associated with the cards;
- You have not paid the fees for the myPOS Platinum Gold and/or Silver and myPOS Platinum Metal myPOS Platinum and myPOS Metal cards or owe myPOS any amount which has remained due for an unreasonable period of time;
- myPOS is required to do so in relation to any law, regulation, court order or similar;
- You have otherwise breached the Legal agreements for myPOS, as described therein.

If myPOS takes any legal steps against you to collect any due fees or charges, you might also be accountable to pay our reasonable costs of doing so.

#### **Block of Platinum and Metal card services**

If you have missed a subscription payment within 7 days of it becoming due, the card services will be blocked until you complete the payment.

### Reissuing your myPOS Platinum Card

The reissuing of your myPOS Platinum Card is automatic and free of charge in cases where your Card has had its validity date expire.

This condition is not applicable and therefore you shall have to pay a reissuing fee in case you want to receive a new Platinum Card, in each case, where this reissuing is related to any other reason whatsoever, including but not limited to:

- Withholding of the card by an ATM, including in the following cases:
  - In case of a technical issue with the ATM or a fault of the card itself;
  - In cases where you have notified us that the card as lost and/or stolen and after its return the card has been used on an ATM, without first going through a re-activation procedure;
  - In case you have made consecutive incorrect PIN attempts;
  - o In case you did not take your card back after using it at an ATM in due time as indicated by the device;
  - o Other similar cases, in which the software of the ATM device is set to withhold your card;
- In case of loss or theft of your myPOS Platinum Card;
- In case of the physical destruction or damage beyond repair of the EMV chip of your Card, as well as any other event that leads to its inoperability;
- In any other case, where for security or risk-mitigation reasons, your card must be blocked or deactivated;

## Inseparability

The present myPOS Platinum Card Terms form an inseparable part of the Legal Agreement for myPOS Card. In case of any discrepancy between the present terms and the Legal Agreement for the myPOS Card, the present terms shall have precedence.



- <sup>1</sup> Some ATM operators may charge you a direct fee, which is independent of our charges. The fee amount must be shown to you before the withdrawal at the ATM and collected by the ATM operator.
- <sup>2</sup> myPOS Stores are entities owned by myPOS World or its affiliates. This will not apply to any store, distributor or reseller that does not fit this criterion.
- <sup>3</sup> Applicable to eligible transactions only
- <sup>4</sup> The Lounge Key features is provided by Lounge Key Ltd. More information about the terms and conditions can be found at the following link: <a href="https://loungekey.com/en/myPOS-Visa-Platinum">https://loungekey.com/en/myPOS-Visa-Platinum</a>
- <sup>5</sup> Free reissuing is not valid for lost or stolen cards. See the **Reissuing** paragraph below for more information.

