

GENERAL CONDITIONS OF THE "CARD" CONTRACT

The general and particular conditions, which are detailed below, regulate the relationship between PECUNIA CARDS E.D.E, S.L.U (hereinafter, "PECUNPAY"), with address at C / Guzmán El Bueno, No. 133, Edificio América, Bajo B, 28003 - Madrid and the owner (hereinafter, "HOLDER"), in relation to the financial services described therein.

I. GENERAL

I.1. CONTRACT GENERAL TERMS AND CONDITIONS

The parties agree that the clauses contained in this contract must be considered as general conditions of the contract, for the purposes indicated in Law 7/1998, of April 13, on General Conditions of the Hiring

PECUNPAY, as a predisposing, has expressly and previously informed the HOLDER, as an adherent, of the existence of the general terms and conditions listed in this document.

The HOLDER states that he knows the conditions, that he understands them and that, accordingly, he accepts their incorporation into the contract.

The HOLDER declares that he acts in his own name and right and undertakes to provide PECUNPAY with the documentation, photographs and information that he may reasonably request in order to comply with his regulatory obligations.

Once the OWNER has completed the above and has passed our internal checks, the card will be issued.

1.2. DURATION AND RESOLUTION OF THE CONTRACT

This contract will have an indefinite duration, notwithstanding the expiration date stated on the cards issued, or any other means of payment, that PECUNPAY makes available to the HOLDER. Starting the relationship on the day that PECUNPAY confirms that your service has been approved.

With the exception of cases in which the HOLDER had contracted with PECUNPAY several products for whose management, it is necessary to keep a payment account open or in the cases determined by regulation, the HOLDER may, at any time, denounce the contract by notifying it in a writing addressed to PECUNPAY, without the need for any prior notice. In this case, PECUNPAY will proceed to fulfill the order of termination of the contract within 24 hours of receiving the request of the HOLDER. PECUNPAY will proceed to reimburse the HOLDER for the remaining balance that he had, once the corresponding commissions and expenses have been applied until the resolution date.

The termination of the contract will be free for the HOLDER unless the contract has been in force for less than six months.

PECUNPAY may terminate this Agreement by notifying the HOLDER at least sixty calendar days in advance.

Notwithstanding the foregoing, PECUNPAY may terminate the contract, without prior notice, in the event that there are objectively justified reasons related to the security of the payment instrument, the suspicion of an unauthorized or fraudulent use thereof.

For the purposes of this contract it is understood as:

- Resolution. The inefficiency of this contract. As a result of the breach of one of the parties, the right to request that the contract be terminated is repaired, repairing the damages suffered.
- Withdrawal. The power of one of the parties to render the contract concluded without effect, without the need to justify the decision.

I.3. CONTRACT WITHDRAWAL

THE HOLDER will have a period of 14 calendar days to withdraw from the contract, without indicating the reasons and without any penalty.

The deadline to exercise the right of withdrawal will start from the day of the conclusion of the contract.

However, if the consumer had not received the contractual conditions and the contractual information, the period to exercise the right of withdrawal will begin counting the day on which he receives said information.

THE HOLDER who exercises the right of withdrawal must notify the supplier in the terms provided by the contract, before the end of the corresponding term, by a procedure that allows recording the notification in any way admitted by law. The notification shall be deemed to have been made within the deadline if it is made on paper support or on another durable medium, available and accessible to the recipient, and sent before the deadline expires.

I.4. SUSPENSION

PECUNPAY may temporarily suspend the services provided, as well as any means of payment associated with them, as a result of the non-payment of the HOLDER, for security reasons, for lack of the requested documentation, or for the suspicion of unauthorized practices or fraudulent of the HOLDER.

When the causes that caused the suspension to disappear, it will proceed to reactivate the service or means of payment.

I.5. CONTRACT MODIFICATION

PECUNPAY may modify the conditions established in this contract.

The modifications will be published on the PECUNPAY website and, in addition, Users will be informed by email at their corresponding email address. However, they will not apply until sixty calendar days have elapsed since the corresponding email was sent.

If the new conditions result in benefit for the HOLDER, PECUNPAY may provide for its automatic application after its publication on the corporate website.

If the HOLDER, after knowing the new conditions, rejects them, he may denounce the contract with thirty calendar days in advance, by notifying PECUNPAY in accordance with the provisions of section 1.7 of these general conditions. The complaint, therefore, must be made prior to the application of the new conditions so that they are not applicable. It will be considered that the HOLDER has accepted the modification of the conditions in question in case of not communicating to PECUNPAY its non-acceptance before the proposed date of entry into force.

1.6. ECONOMIC CONDITIONS: COMMISSIONS AND EXPENSES

The commissions and expenses set forth in the Particular Conditions that apply to each of the different products and services contracted will apply. Said commissions and expenses, for each of the different products and services, will be explicitly informed in the rate booklet related to each product and service that is in force at any time.

1.7. NOTICES

Communications, notifications and documentation to be carried out under this Agreement will be made to the holder at the address and / or email address provided by him to the effect.

The communications to PECUNPAY to be made by the HOLDER will be made by email to the Customer Service Department: atencionalcliente@pecuniacards.es

The HOLDER undertakes to notify PECUNPAY of changes of address, email address and contact telephone(s), through the means made available by PECUNPAY, for this purpose, or through its update and must bear any loss that occurs due to the sending of invalid, incorrect or inaccurate information.

1.8. CUSTOMER SERVICE SERVICE

HOLDERS may file a complaint or claim with the PECUNPAY Customer Service Department. The document will be submitted via email to the following address: servicioatencioncliente@pecuniacards.es

All in accordance with the provisions of the PECUNPAY Customer Advocate Regulations, which are available to the HOLDERS on the corporate website.

1.9. REGISTRATION OF THE COMMUNICATIONS

The HOLDER authorizes PECUNPAY to register by tape recording, computer, electronic, or other means, all the data, queries, circumstances of the contracts and operations that it performs through any of the non-contact services. The HOLDER may request a copy of them from PECUNPAY.

1.9.1. PROCESSING OF PERSONAL DATA

In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, concerning the protection of natural persons with regard to the processing of personal and free data circulation of these data, as well as of the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, the HOLDER accepts the incorporation of the personal data provided in this contract, or through your navigation, from the PECUNPAY web pages and, in general, those provided during the contractual relationship, to the PECUNPAY treatment activities for the fulfillment of the contractual relationship, the examination and verification of the data, for the preparation and management of loyalty programs, the notification of any type of incident that may arise during the contractual relationship, the communication of possible modifications In the conditions of the contract and, in general, those that affect the use of the card, among other aspects, being legitimized for it based on the execution of the contract. Your data will be kept during the execution of this contract and, later, until the prescription of possible legal responsibilities.

The HOLDER will be responsible for the veracity and accuracy of all data provided to PECUNPAY.

The controller is PECUNIA CARDS E.D.E, S.L.U

The HOLDER may exercise the rights of access, rectification, opposition, cancellation, revocation, limitation, portability and opposition to automated decisions by writing to PECUNPAY, with address at Guzmán el Bueno Street, 133, América Building, Bajo B, 28003, Madrid; or by email to the following address: datos@pecuniacards.es

Your data may be transferred to third parties. Specifically, entities linked to the financial sector and bank card processing entities. This transfer is made for the purpose of the operational management of our terminals, as well as to manage the operation of secure client authentication. However, at any time, you may revoke your consent by writing to PECUNPAY. Likewise, in case you want to benefit from offers and promotions to which you have access through the use of our services, your data may be transferred to the entity with which PECUNPAY formalizes the agreement for the offer of said offer and / or service concrete you benefit from. This assignment will be made in order that you can enjoy the said offer and/or service.

PECUNPAY may verify the information provided by the HOLDER, assess its operations and verify its solvency. For this, it will be empowered to collect, communicate, request and exchange information about the status of its accounts, other solvency files or Public records, with financial entities, credit assessment and fraud prevention companies, as well as the Bank of Spain. PECUNPAY may consult them periodically. These steps are necessary for PECUNPAY in order to carry out the pertinent consultations to fulfill its obligation of analysis in the matter of fraud, prevention of money laundering and terrorist financing.

I.10. PREVENTION OF MONEY LAUNDERING AND THE FINANCING OF TERRORISM

The HOLDER is informed of the legal obligations required of PECUNIA CARDS E.D.E S.L.U (“PECUNPAY” hereinafter) in the matter of prevention of money laundering and terrorist financing, concerning the identification of the HOLDER and of the real ownership, shareholding or control structure in the event that the HOLDER is a legal person, economic, professional or business activities, origin of the funds, as well as the requirement to apply the due diligence measures established in every moment by current legislation, among others those that are related to knowledge and continuous monitoring of the business relationship.

Consequently, the HOLDER must provide, in a timely manner, all information and documentation, which at any time may be required by PECUNIA for the fulfillment of the aforementioned obligations.

In the event that the OWNER is a natural person, and unless otherwise stated, the OWNER expressly declares that he acts against PECUNPAY in his own name and right, recognizing, for all purposes, as the REAL HOLDER of his relationship with PECUNPAY.

For these purposes, in addition, the HOLDER expressly agrees to assume the following obligations, authorizations and measures derived from the application of the regulations for the prevention of money laundering and terrorist financing:

- a) The HOLDER authorizes PECUNPAY to request any entity - well whether public or private - information about the identity or activity carried out by the HOLDER;
- b) The HOLDER must notify, without delay, PECUNPAY of any variation that occurs in its identification, in the identification of the real ownership, shareholding or control structure, as well as the economic, professional or business activities carried out;
- c) The HOLDER accepts that, in case of not duly meeting the requirements made by PECUNPAY for the fulfillment of the obligations established in the matter of prevention of money laundering and terrorist financing, or risks related to the reference regulations, PECUNPAY may block the operation of the card(s) and resolve the contractual relationship that binds the parties.

2. SPECIFIC CONTRACTING CONDITIONS

2.1. CONCEPT

The PECUNPAY card, under its different modalities, (hereinafter, “card”) is a prepaid MASTERCARD or VISA card, which allows the HOLDER to obtain professional goods and services in those establishments that accept MASTERCARD or VISA cards, and also have a Point of Sale Terminal (POS) device.

Likewise, this card allows the HOLDER to make purchases through the internet, as long as the website you access supports this means of payment, in which case, it will be subject to the conditions established therein.

The balance of the card will not accrue, in any case, interest or any other type of remuneration in favor of the OWNER.

2.2. OWNERSHIP OF THE CARD

PECUNPAY holds ownership of the cards it issues on a personal basis. Your HOLDER will be a natural or legal person, whose identity must be recorded on the card itself, except if the product contracted is a gift card, instant or virtual.

2.3. ISSUANCE OF THE CARD

The HOLDER authorizes PECUNPAY to issue a financial card linked to a payment account assigned in the name of the HOLDER, except if the product contracted is a gift card, instant or virtual.

The payment account is associated with the card and other electronic media, so that any operation, carried out through such means, will be reflected in the account.

If the HOLDER requests additional cards, each card will be associated with a new payment account. The request by the HOLDER of one or more additional cards will imply his consent in relation to the charges that PECUNPAY makes in his payment account as a result of the transactions and provisions made with said additional cards.

2.4. CARDS' VALIDITY

The card will have limited validity until the date it appears.

Completed the form and made the payment, and once we have passed our internal checks within an estimated period of 10 business days, the user will receive the card.

In the case of renewal of the card, upon its expiration date, a new card will be sent to the customer, with thirty calendar days prior to said date, applying, in each case, the renewal conditions applicable in the particular conditions of the same.

The renewed card will be issued with a new card number, which will maintain the same relationship with the original payment account and, therefore, will keep its terms of use and balance available in said account.

Notwithstanding the foregoing, PECUNPAY reserves the right to cancel or modify the validity date of the cards during the period of validity of the cards, as well as not to renew them upon expiration, losing the HOLDER all rights relative to its use.

2.5. OPERATIONS

The card will be used in accordance with the instructions for use established by PECUNPAY in this contract and on its own website, without prejudice to the power that PECUNPAY has to modify such instructions for use. The modifications will be notified to the HOLDER and will be published on the corresponding website for each product. They will apply to the sixty calendar days of their publication unless expressly indicated in each case.

Each operation will be registered by PECUNPAY and the HOLDER will be able to access such information through the corresponding website for each product (section "client area"), except if the product contracted was a gift card, instant or virtual, in which case facilitate by means established by PECUNPAY the available balance of the card.

The validity of the provision made will be presumed in accordance with the invoice, data receipt, electronic registration terminals and/or authorization of operations, reading of its magnetic stripe or electronic chip or any other means of identification established in the conditions of use of the card, even if the display of your national identity document, Personal Identification Number or signature is not required. The same consequences will be applicable in the case of non-contact sales (Internet).

The effective use of the card will be presumed by the mere registration of the transaction in the PECUNPAY computer files.

The operations carried out by the HOLDER will be considered authorized when he or she has given consent by any of the channels established for the use of the means of payment contemplated in these general and particular conditions.

2.6. CARD LIMITS

For the use of the card by the HOLDER, it may establish a limit on the amount, beyond which it may not be available, without your express authorization. Likewise, the HOLDER may establish limits on the disposition of his card, either in each movement or for specific periods (days, weeks, months, years ...).

The maximum total amount of operations that can be carried out at any time will be determined by the amount available in the account, as well as by the cash disposal limits established in ATMs, the limits for transactions in shops and, in the same way, will be limited the provisions and income in cash by the private network.

PECUNPAY reserves the right to block the use of a payment instrument for objectively justified reasons related to the security of the payment instrument, the suspicion of unauthorized or fraudulent use thereof.

2.7. PAYMENT ORDERS

The HOLDER expressly authorizes PECUNPAY to settle in the payment account the operations carried out by the HOLDER when he has consented to them. It will be understood that the HOLDER has consented to the operation, when it has been carried out through any of the channels provided by PECUNPAY, among which are any use of your card, card number or PIN, without restriction.

The payer may withdraw the consent at any time prior to the date of irrevocability referred to in articles 36 and 52 of Royal Decree-Law 19/2018, of November 23, on payment services and other urgent measures in financial matters. However, if the HOLDER does not have the status of consumer or microenterprise in the terms specified in Royal Decree-Law 19/2018, of November 23, he/she cannot withdraw consent.

Likewise, the HOLDERS accept that the payment account serves as accounting support to carry out operations using any means of payment that is associated with it.

All those that are duly authorized by the HOLDERS of the same, or in charge of any of them, will be admitted as account debts.

When a payment order is not executed or is executed defectively, PECUNPAY will act in accordance with the provisions of article 60 of Royal Decree-Law 19/2018, of November 23.

2.8. RECHARGING

The HOLDER must satisfy, in advance, the sufficient amount to the amount recharged. The cards may be recharged as many times as desired up to the limit assigned by the HOLDER, except if the product contracted is a gift card, instant, or virtual card, where a single recharge may be made.

The HOLDER may recharge the card through the following channels:

1. Within the web page corresponding to each product, in the "Customer Area" section, by debiting a financial card.
2. By bank transfer
3. In cash, at the charging points enabled in PECUNPAY
4. By any other procedure that could be established by PECUNPAY.

2.9. CASH WITHDRAWAL

Extracting account cash involves, on one hand, the previous transformation of electronic money account in cash and, on another hand, the relevant entry in the account payments of the holder.

The payment accounts may not reflect a negative balance derived from the operations carried out by the OWNER, so it will be obliged to have a sufficient balance for each operation requested.

If for any reason (but not limited to any technical error attributable to PECUNPAY or any of its external suppliers) the HOLDER has a negative balance in his payment account, he agrees to immediately recharge the amount required to correct the negative balance. These amounts expire without prior notification. If you do not do so:

1. PECUNPAY may exercise its right of compensation, which will mean the provision of account balances or any other type of asset in the name of the OWNER, already derived from this contract or any other legal relationship that unites the parts
2. PECUNPAY may initiate a chargeback procedure for any specific transaction that leads to your payment account having a negative balance;
3. PECUNPAY may take debt collection measures that include, but are not limited to sending to a debt collection agency or lawyers or presenting the claim in court. PECUNPAY reserves the right to charge the HOLDER for expenses that are reasonably incurred in connection with any debt collection or compliance efforts;
4. If PECUNPAY requests that you complete a Surcharge to correct a negative balance and the HOLDER does not do so within 7 business days, it authorizes to initiate a payment transaction for the amount of the negative balance (or the equivalent in another currency) of one of Your stored Cards or User Bank Accounts.

2.10. BALANCE ENQUIRY

The HOLDER may consult the available balance of the card in the web page corresponding to each product, in the section "client area", as well as through the appropriate means when they are available, except if the contracted product is a gift card, instant or virtual, in which case it is provided by the means that PECUNPAY makes available to the customer at any time.

No merchant or establishment can inform you about your card balance.

2.11. IDENTITY VERIFICATION

THE HOLDER agrees to cooperate with all requests made by PECUNPAY or any of its external service providers on its behalf in relation to your Account, to identify or authenticate your identity or validate your sources of financing or transactions. This may include, among others, requesting additional information that allows PECUNPAY to reasonably identify you, including requiring you to take steps to confirm the ownership of your telephone number or your payment instruments or verify your information against third-party databases. or through other sources.

PECUNPAY reserves the right to close, suspend or limit access to your Payment Account and/or Payment Services in the event you cannot obtain, verify such information or do not comply with your requests as established in the preceding paragraph.

PECUNPAY can confidentially verify the information provided by the HOLDER or obtain information about it or through third parties from secure databases. The HOLDER confirms that he gives his consent to PECUNPAY or a third party on his behalf to carry out said verifications.

THE HOLDER must ensure that the information in his account is always accurate and up to date. If at any time PECUNPAY believes that your information is outdated or inaccurate, you can contact the HOLDER and request more information or request that you go through the verification process again. PECUNPAY will not be liable for any loss arising from its lack of maintenance of the updated information.

2.12. MINORS OR PERSONS WITH LIMITED ACTING CAPACITY

Minors, persons subject to guardianship and, in general, those with limited capacity to act, must state this circumstance and, in turn, display the documentation that empowers them to obtain the card.

PECUNPAY will not be liable for the breach of this obligation to the extent that it has observed the legally required precautions to verify the identity and circumstances of the HOLDER.

2.13. USE OF THE CARD ABROAD

For the debit of the amounts derived from the use of the card abroad, the change to euros will be applied to the currency of the country of origin of the transaction corresponding to the day on which PECUNPAY has paid the amount of the operation.

The change to euros on the currency will be increased in the commissions that PECUNPAY has established for operations carried out abroad.

The HOLDER will be subject to the current legislation regulating the limits set by the competent monetary authorities for expenses abroad, as well as the regime on exchange control, and on the declarations that it was obliged to make. The HOLDER will respond for breach of said regulations, and no liability can be attributed to PECUNPAY. The expenses

incurred, as the case may be, must be justified by the HOLDER before the authorities that require it, without any liability to PECUNPAY for the breach of the HOLDER.

2.14. PERSONAL IDENTIFICATION NUMBER (PIN)

With the issuance of the card, PECUNPAY will provide a Personal Identification Number (PIN), which the HOLDER, if applicable, may modify and that will be required in any use of the card by the provider of the good or service, in order to prove that it is your legitimate HOLDER.

Said PIN will be requested by the OWNER through the web page corresponding to each product, in the “client area” section, except when the contracted product is a gift card, instant or virtual, in which case, it will be provided by the channels that PECUNPAY put in each case available to the client.

If the unique identifier provided by the payment services user is incorrect, the provider will not be responsible for the non-execution or the defective execution of the payment operation.

2.15. OBLIGATIONS OF THE HOLDER

The HOLDER undertakes to:

- a) Comply with the conditions of use stipulated in this contract and, in general, use the payment instrument in accordance with the conditions that regulate its issuance and use.
- b) Admit as proof of operations those previously related, whether made by the HOLDER, or by third parties, with or without the authorization of the latter.
- c) Immediately notify PECUNPAY of any irregularity in the records of operations that appear carried out with the card.
- d) Respond for the truthfulness and keep your data updated.
- e) Comply, in a timely manner, with the requirements made by PECUNPAY.
- f) Sign the card immediately if there is a space enabled for this purpose.
- g) Ensure the security of the use and disposition of the card, in particular, keep the Personal Identification Number secret and, in general, any personalized security credential.
- h) Notify PECUNPAY, immediately, of the loss, loss, theft, misappropriation or forgery of the card through the phones listed on the card itself.

- i) Destroy or deliver to PECUNPAY the card that has expired or has been replaced.

2.16. OBLIGATIONS OF PECUNPAY

PECUNPAY undertakes to:

- a) Cancel expired cards, as well as those reported for having been destroyed, stolen or lost.
- b) Keep the Personal Identification Number secret.
- c) Inform the HOLDERS of the operation, the status of the accounts and extracts, of the movements made through the card and resolve any doubts they may have.
- d) Refrain from sending payment instruments that have not been requested, except in the event that a payment instrument already delivered to the payment service user must be replaced.

This substitution may be based on the incorporation into the payment instrument of new functionalities, not expressly requested by the HOLDER. This replacement will be made free of charge for the HOLDER.

- e) Ensure that adequate and free means are available at all times that allow the user of payment services to communicate in case of loss, theft or misappropriation of the payment instrument or its unauthorized use.
- f) Ensure adequate and free means are available at all times that allow the user of payment services to request the unlocking or replacement of the payment instrument, in case the reasons for blocking its use have ceased.
- g) Prevent any use of the payment instrument once the user has notified the loss, theft or unauthorized use of the payment instrument.

2.17. LIABILITY

PECUNPAY will be exempt from liability in respect of those operations that, even against the will of the payer, have been carried out as a result of an order received by PECUNPAY for whose authentication the established security requirements have been fulfilled.

The use of the PIN by a person other than the HOLDER presupposes serious negligence or, where appropriate, fraud by the same.

PECUNPAY, without prejudice to adopting the measures it deems appropriate, is exempt from liability in case of lack of attention to your card by any of the shops, banks and savings banks committed to the sale of goods or provision of services, or for incidents technical or operational type in ATMs.

PECUNPAY will also remain oblivious to the incidents and responsibilities that may arise from the operation carried out between the establishment and the cardholder.

PECUNPAY excludes, from the scope of its application, the Visa Zero Liability Policy, subject to the current European regulations on the subject.

The payer's liability regime will apply in case of unauthorized payment transactions that, in each case, regulate the applicable legislation in the matter. Specifically, the HOLDER who does not have the status of consumer or microenterprise in the terms established in Royal Decree-Law 19/2018, of November 23, on payment services and other urgent measures in financial matters, will be obliged to bear the losses derived from unauthorized payment operations resulting from the use of the lost, improperly stolen or misappropriated payment instrument by a third party, as long as it does not report the loss, theft or misappropriation of the payment instrument to PECUNPAY.

2.18. REFUND

PECUNPAY refunds at any time exclusively at the request of the holder, the monetary value stored on your payment account. In any case, the HOLDER must send a request for reimbursement to PECUNPAY along with the original of the card through the channels enabled for this purpose.

The electronic money, by default, will be reimbursed by issuing a new electronic money card, in accordance with the commission fee approved by PECUNPAY, in the name of the HOLDER, unless it indicates otherwise, in which case the HOLDER will assume the expenses generated as a result of reimbursement and accrued commissions.

In the cases in which the HOLDER requests the reimbursement of the same and this does not occur through the issuance of a new card, the issuer will receive a refund commission reflected in the particular conditions of each product, as well as any type of expenses generated as consequence of the processing and execution of the refund.

The issuer may charge such fees only where the contract provides a date of finishing and the holder has terminated the contract before that date.

Notwithstanding the foregoing, the payer will not be entitled to reimbursement when:

- a) the payer has given his consent for the payment operation to be executed directly to the payment service provider, and
- b) the payment service provider or the beneficiary have provided or made available to the payer, in the agreed manner, information regarding the future payment operation at least four weeks before the scheduled date.

In addition, PECUNPAY's will be excluded in case of unauthorized payment transactions, if the payment instrument is used anonymously or the payment service provider is unable, for other intrinsic reasons of the payment instrument itself, to demonstrate that the Payment operation has been authorized, following the provisions of article 34.2.a) of Law 19/2018.

Likewise, PECUNPAY would not have to demonstrate, in these cases, that the payments made have been made by an authentic order, if the payment instrument is used anonymously or the payment service provider is incapable, for other intrinsic reasons of the own payment instrument, to demonstrate that the payment operation has been authorized, as determined in article 34.2.b) of Law 19/2018.

2.19. EXTRACTS AND MOVEMENTS CHECK

PECUNPAY is solely responsible for the veracity and accuracy of the information regarding the account statements managed by it and never for the information that any other company or third party outside PECUNPAY can provide to the HOLDER, by any means, in the case that there were discrepancies in the requested information.

3. APPLICABLE LAW AND SUBMISSION OUTSIDE

The present Contract will be interpreted and fulfilled in its own terms and, in the not foreseen, will be governed by the Spanish legislation in the matter, adjusting to it the obligations and responsibilities of the parties.

The parties submit to the jurisdiction of the Courts and Tribunals of Madrid Capital for any matter related to the interpretation, fulfillment or execution of this Contract, expressly waiving any jurisdiction that may correspond to them unless the HOLDER has the status of

consumer, in which case the rules on determination of competition regulated in current legislation will apply.

And in compliance test, the parties sign this Contract for the Provision of Electronic Money Services.

4. RATES

The rates that apply in each case are informed at the time of contracting on the website <https://www.pecunpay.es/soy-particular/> of the Electronic Money Entity PECUNIA CARDS E.D.E, S.L.U company based in Madrid, with registered office at Calle Guzmán El Bueno, nº 133 - Building América - Bajo B - 28003 Madrid (Spain) and CIF B86972346, the latter being applicable in case of contradiction, which the intervening parties declare to receive or know in this apt and to accept.

5. COMMERCIAL INFORMATION

The HOLDER agrees to receive commercial information from the company PECUNIA CARDS E.D.E, S.L.U by any means including electronic, about our offers of products and services.

PECUNPAY, as predisposing, has expressly and previously informed the HOLDER and, where appropriate, the DISPONENTS, as adherents, of the existence of the general conditions that are listed in this document.