

# General Terms & Conditions B2B MasterCard Gift Card

These General Terms and Conditions ("GTC") relate to the issuance and utilisation of the Prepaid Gift Card ("Prepaid Card"). Please read these GTC carefully before entering into an agreement with us. You should print or download a copy of these GTC and store a copy for future reference. You can always view the latest version of these GTC on our website [www.bhengagement.de/prepaid-geschenkkarte](http://www.bhengagement.de/prepaid-geschenkkarte). You can also contact Customer Service and require us to send you a copy. We will normally send you contractual information via email. Upon your use of the Prepaid Gift Card, you are considered to have accepted these GTC.

## **Name, address and principal commercial business of Prepaid Card issuer:**

The issuer of the Prepaid Card is Novum Bank Limited ("NVM"), whose registered office is situated at The Emporium, C De Brocktorff Street, Msida, MSD 1421, Malta. We operate under a banking license issued by the Maltese Financial Services Authority (MFSA) and are a credit institution licensed by the MFSA, registered under Company No. C 46997. The principal business activity of NVM is prepaid cards.

## **Applicable law, language of Agreement and conclusion of the Agreement:**

This Agreement is governed by and shall be interpreted in accordance with the laws of Malta. This agreement comes into effect when you receive your card.

This Agreement is set out in English.

## **Complaints procedure:**

In accordance with the complaints procedure of Novum Bank Limited, any complaint that a person has regarding a product or service of Novum Bank Limited must be addressed by calling us on 01805-777071, in writing by that person to Novum Bank Limited, either by sending an email to: [complaints@novumbankgroup.com](mailto:complaints@novumbankgroup.com) or by letter to:

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

Any written complaint must clearly indicate your data (identity and contact details) and state the facts and circumstances on which the complaint is based.

The Bank will send the customer a written confirmation of receipt within two (2) working days from the day after when the complaint has been received by the Bank. The Bank hereby confirms that all necessary measures will be taken to resolve the complaint within fifteen (15) working days. If this is not possible, the Bank will inform the customer accordingly, and will provide him/her with an indication as to when it is likely to be completed.

If the customer is not satisfied based on the reaction received, he or she can object to the decision by writing again to Novum Bank Limited, stating the objection and the new information (s) to be assessed.

Moreover, should the customer be dissatisfied with the way in which we would have dealt with your complaint, you may direct your complaint/s in writing to: the Arbiter for Financial Services, Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN1530, Malta or following the procedure as described under <https://financialarbiter.org.mt/content/step-1-complain-your-provider>.

## **Information about your Prepaid Gift Card**

Your Card is a prepaid gift card and not a credit card or a debit card. Responsibility for the Prepaid Gift Card programme lies with NVM, which is your partner in contract. The Prepaid Cards are issued and held by the NVM so that the card remains at all times the property of NVM. Like the card, the electronic money is issued by NVM. The credit balance for the usage of and any potential redemption from the Prepaid Card are held by NVM.

Please also carefully read our guidelines on data protection. Our data protection guidelines inform you of the personal details which we are entitled to collect from yourself, and how and for what purposes we may collect, process and store such data.

### **1. Ordering, activating and topping-up your Prepaid Card**

The Prepaid Card is an anonymous card and you are not required to activate the card. After you have received your Prepaid Card, please sign your Prepaid Card immediately on the area provided for this purpose, on the reverse.

The Prepaid Card is non-reloadable and can no longer be used once the credit amount on the Card is used in full or the balance on the Card have been redeemed by you or the Agreement has been terminated or has expired.

### **2. Potential uses of Prepaid Card**

The Prepaid Card is not connected to your bank account. It attracts no interest whatsoever on the credit balance which is on your Prepaid Card.

You can use your Prepaid Card worldwide to pay for your shopping with both physical and electronically connected retail outlets that accept MasterCard® ("MasterCard® transactions"). In addition to the credit amount on your Prepaid Card, the Prepaid Card may be tied to certain Prepaid Card limits. In such a case, you cannot use your Prepaid Card over and above the limits set for MasterCard®. You can find further information on your Prepaid Cards' functions and to the Prepaid Card limits on [www.bhengagement.de/prepaid-geschenkkarte](http://www.bhengagement.de/prepaid-geschenkkarte).

### **3. Authorising and carrying out a MasterCard® transaction**

By using your Prepaid Card you implicitly issue consent (authorisation) to make a payment order (= MasterCard® transaction). For this purpose, either:

- a slip should be signed, on which the Prepaid Card details are indicated, or
- in relation to MasterCard® participating companies, the required Prepaid Card details should be stated (for example over the internet or by telephone). For this purpose, it may be necessary to utilise the particular authorisation procedure indicated by the MasterCard® participating company.

Following authorisation, you can no longer revoke the payment order. To the extent that an additional signature is needed for purposes of authorisation, authorisation only takes place upon its use. We will deduct the amount of the transaction from the credit on your Prepaid Card as soon as the MasterCard® transaction is carried out. We are authorised to decline Prepaid Card payments if a) we have specific points of reference to indicate that your Prepaid Card is being used wrongfully and/or fraudulently, b) the credit on your Prepaid Card on the date of receipt of a payment order is not adequate to cover the payment amount and the charges arising, c) the prerequisites for authorisation of the payment order as set out in these General Terms and Conditions are not fulfilled, d) the Prepaid Card has been blocked, or e) the implementation of the payment instruction would breach applicable law. You will be notified of these circumstances via the terminal on which you are using your Prepaid Card, or by the participating MasterCard® company. We are under an obligation in relation to MasterCard® participating companies to honour transactions you activate using your Prepaid Card, and we shall charge such amounts to your Prepaid Card.

#### **4. Execution time and information on the payments made and balances**

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.

Information regarding the payments made using the Prepaid Card and the balance on the Card is available by visiting <https://www.novumbankgroup.com/products/cards/gift-cards/>

#### **5. Your duties of caution and collaboration**

You are obliged immediately upon receipt of your Prepaid Card to take all reasonable precautions to protect it from loss, theft or unauthorised access. You should treat your Prepaid Card as carefully as cash. Do not lend your Prepaid Card to any third parties. You are also under obligation to promptly notify us on [Giftcards@novumbankgroup.com](mailto:Giftcards@novumbankgroup.com) if you detect or suspect that one of MasterCard® transactions on your Prepaid Card was implemented without authorisation or incorrectly, and in any event not later than thirteen months from when the transaction was charged to your Card. You are also to notify us immediately in the event of any other unauthorised utilisation and in the event of your Prepaid Card being lost or stolen. In such cases we will immediately block your Prepaid Card.

You affirm that you are compliant with all laws to which you are subject including, without limitation, all tax laws and regulations, exchange control requirement and registration requirements.

You accept that Novum Bank Limited is bound by anti-money laundering and counter funding of terrorism requirements and that you agree to provide Novum Bank Limited, with true, correct and complete information including without limitation, the identification and verification documentation of the contracting parties and beneficial owners (including other card holders or users as requested), as well as any other documentation or information in compliance with such requirements.

When carrying out these checks, your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information and a footprint may be left on your credit file, although the footprint will denote that the search was not a

credit check and was not carried out in support of a credit application. It is an identity check only, and will therefore have no adverse effect on your credit rating.

## **6. Your payment obligations**

We are obliged to contracting firms and banks that accept your Prepaid Card to balance your turnovers made with your Prepaid Card regardless to the credit on your Card. Since your card is a prepaid card you are obliged to ensure that your Prepaid Card has sufficient funds for all of your payments. If your Prepaid Card shows a negative balance after all, it is your duty to compensate the negative balance and to pay all costs incurred.

It is in our discretion to proceed and settle any amount owed, by you towards us or our affiliates and partners, against any positive balance which may be on the Prepaid Card.

## **7. Blocking of Prepaid Card**

We are entitled to temporarily block all or some functionalities and services relating to the Prepaid Card and the Prepaid Card themselves if this is justified for specific reasons concerning Prepaid Card security or if there is suspicion of unauthorised or fraudulent use of the Prepaid Card. In the event of a block, we shall give you prior notice, wherever possible, or otherwise promptly after the block is applied. We shall also notify you of the reasons for the block unless we would infringe any applicable legal obligations in so doing. We will suspend the corresponding block or replace your Prepaid Card as soon as the reasons for the block have discontinued, and notify you promptly. Please contact our Customer Services department by e-mail once the reasons for the block have ceased and if you wish to have the block lifted.

## **8. Liability in the event of authorised MasterCard® transactions**

You will have a claim against us for the reimbursement of any charged payment amount if you have authorised the use of a Prepaid Card with a MasterCard® participating company but the precise amount was not indicated upon authorisation and the amount of the payment transaction exceeded the amount which you would have expected on the basis of your previous spending pattern, according to the conditions of this Agreement and the respective circumstances of the individual case. Considerations relating to any currency exchange rates will not be taken into account if the agreed reference exchange rate was used.

You are obliged to give us an account of the facts from which you deduce your claim for reimbursement. We are obliged to provide you with full reimbursement of the corresponding payment amount within ten working days after receiving your request for reimbursement or otherwise to notify you of the reasons for declining the reimbursement. Please refer to the section on "Complaints" if you are not satisfied with the Bank's reply in this regard.

Your claim for reimbursement is excluded if you do not claim the corresponding payment amount from us within eight weeks of the date of its charging.

### **9. Liability in the event of a non-executed, or the defective or late execution, of an authorised 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 the amount was charged on your Prepaid Card, then we will restore your Prepaid Card credit to what would have been the Prepaid 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 after the date of notification as to the charge entry. The date of notification as to the charge entry is definitive for the elapsing of this period.

### **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 are not liable because you have acted fraudulently or with gross negligence, we will provide you with a prompt refund of the amount of the unauthorised payment transactions, over the amount of €50. If the amount was charged on your Prepaid Card, then we will restore your Prepaid Card credit 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 it 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 prior to notification in terms of this clause, if you have not used your Card in accordance with these Terms and Conditions, in particular, if you do not take all reasonable steps to keep safe your Card, you have not notified us immediately on becoming aware of the loss, theft, misappropriation or unauthorised use of the Card, if you have given the Card 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 the means to enable you to notify us with your request to block the Card. As soon as the loss or theft of the Prepaid Card, abuse or other unauthorised utilisation of the Prepaid Card is reported to us, we assume liability for all losses arising thereafter as the result of MasterCard® transactions. If you acted fraudulently, then you are also responsible for the losses arising after the blocking request.

## **11. Exclusion of liability**

Temporarily, the utilisation of your Prepaid Card may be interrupted, for example because of routine maintenance operations on the system. In such a case, you may possibly be temporarily unable to use your Prepaid Card and/or our services, or you may be able to use them only subject to restrictions. We will do our best to minimise the repercussions on the use of our services and of your Prepaid Card. We are not liable for losses attributable to an unusual and unforeseeable event over which we have no influence and control and which consequences we could not have avoided or foreseen despite observing the appropriate degree of caution, or are we liable for any losses caused by ourselves as the result of abiding by or complying with a legal obligation.

We assume no liability for any products or services acquired using your Prepaid Card. Nor do we assume any responsibility or liability for agents who do not implement a MasterCard® transaction correctly or who fail to cancel an authorisation unless we culpably infringed one of our obligations.

## **12. Term of agreement/validity of your Prepaid Card**

This Agreement terminates (i) upon the expiry date of the Prepaid Card or (ii) when the funds are fully utilised; or (iii) when you redeem all the funds on the Prepaid Card; or (iv) the Prepaid Card is cancelled by us in terms of these GTC, whichever is the earliest.

## **13. Cancellation**

We are entitled to cancel this Agreement, in writing, without stating reasons. This includes but shall not be limited to, if we are aware or have reasonable grounds to suspect that you have deliberately propagated false information which is relevant to the provision of our services under this Agreement. Upon cancellation, there shall be no refund for any payment procedures or costs and fees incurred up until the time that the cancellation takes effect. You only have to pay a proportion of the fees collected regularly up until the date of cancellation of this Agreement. You shall be refunded a pro rata portion of fees paid in advance which cover the period after termination of the Agreement.

Upon entry into force of cancellation, we shall block your Prepaid Card. Remaining card funds will be transferred to a bank account of your choice, information on which you have notified to us in writing, and any bank transfer costs shall be borne by you.

## **14. Fees and costs**

Fees and costs for MasterCard® transactions, and the basis for calculation of rates of exchange, can be found in your overview of fees on [www.novumbankgroup.com/products/cards/gift-cards](http://www.novumbankgroup.com/products/cards/gift-cards), which is part and parcel of this Agreement. In the event of any change in fees, the provisions concerning amendments to this Agreement will apply. You can also find an overview of all fees and costs on our website. We deduct all fees from the credit on your Prepaid Card as soon as they arise.

If you use your Prepaid Card to make a purchase in a currency other than the Euro, then the amount is converted into Euro at our exchange rate applicable at the time of the transaction. The rate for conversion is determined from the daily MasterCard exchange rate and a foreign exchange surcharge from the fee table. Any change in the rate of conversion will take effect immediately and without prior notice.

Where the Card has a zero balance, the Card shall be closed. Likewise, if fees on the card remain due 30 days after we have asked you to settle, the Card shall be closed. The Bank reserves the right to take other action over and above or in substitution of such action, in order to attempt a recuperation of such fees.

## **15. Redemption**

You have the right to redeem the funds on your Card at any time in whole or in part. To do so, please contact us requesting redemption and indicating the amount to be redeemed. In this regard, please refer to our website as to how you can contact us. If you redeem all remaining funds on your Card, this is tantamount to termination of this Agreement and you must provide a copy of the Card split into two. Funds will be redeemed to a bank account held in your name. We may also charge a redemption fee. For redemption requested more than one year after the date of expiry of this Agreement an additional monthly administrative fee may also apply. For further information about the redemption fees please refer to the fee table on the website.

## **16. Amendments to this Agreement**

We may vary these terms and conditions at any time by giving two months notice on our website. The latest version of these terms and conditions will be available for you to view on our website.

Amendments which shall satisfy regulatory requirements shall enter into force immediately indicated on the notice on our website.