

## Mastercard Payment Card Account Terms and Conditions for Business Clients

These Terms and Conditions apply to Your Mastercard payment card account and Mastercard payment card. Please read them carefully. You can download a copy of these Terms and Conditions at any time from within your online account portal by logging in via the <https://bank.paysera.com/xk/login> website.

Definitions used in these Terms and Conditions:

**"You"** – the account holder who is an authorized user of a Mastercard payment card account and Mastercard payment card, as well as the holder of an additional card.

**"We"**, "us", or "our" means "Paysera Kosova SH.P.K", which provides You with electronic money services – Mastercard payment card account and Mastercard payment card. The Mastercard payment card account is opened, and the funds therein are held by IFJB "Paysera Kosova SH.P.K". We may transfer funds from Your Paysera account to cover transactions you make with your Mastercard payment card.

If You have any questions, you can contact our Support by:

- Phone: +38338607607 (standard geographic rates apply);
- Email: [support@paysera-ks.com](mailto:support@paysera-ks.com);
- Online: Log in to your Paysera account at [bank.paysera.com/xk](https://bank.paysera.com/xk) and click on *Messages > Write a Message*,
- Mobile app: tap on *Profile > Contact support* in your Paysera Mobile app.
- Post: "Paysera Kosova SH.P.K" Str. Perandori Justinian, No. 132, Pristina 10000, Kosova.

The issuer of your Mastercard payment card and the provider of your Mastercard payment card account is "Paysera Kosova SH.P.K", company code 811301473, registered in the Kosovo Business Registration Agency, head office located at Str. Perandori Justinian, No. 132, Pristina 10000.

### 1. What is a Mastercard payment card account and card for clients?

A Mastercard Business payment card account is an electronic money account from which you can make and receive payments.

A Mastercard Business payment card is a Mastercard payment card that can be used worldwide wherever Mastercard cards are accepted. It can be used online, in shops, over the phone, or to withdraw cash from an ATM.

A Mastercard Business payment card can only be used to pay with money deposited in advance, so make sure You have a sufficient balance on Your Mastercard Business payment card account before You make any transfers or pay with Your card. Funds held in a Mastercard Business payment card account are not bank deposits and do

not earn interest.

## **2. Who can apply for a Mastercard Business payment card account and card?**

Mastercard payment card account and card for business clients are issued to EEA residents who are at least 18 years old. You may only apply if You have a Paysera account, fulfilled the client due diligence procedures required by us, and confirmed Your identity). To open an account, You must provide Your email address and mobile phone number so that we can contact You. A maximum of four accounts may be opened for an individual client and a maximum of twenty accounts may be opened for a business client per residential address.

## **3. Can I order an additional Mastercard Business payment card on my account for someone else?**

You can request an additional Mastercard Business payment card for an additional cardholder, and You may be charged a fee as detailed in the Fees and Limits table (Section 33). Additional cardholders must be at least 14 years old. By requesting an additional card for another person, You agree for us to issue them a card and for them to authorise transactions on Your behalf. The additional Mastercard Business cardholder shares the balance and limits on the Mastercard Business debit card account.

You agree to hold the responsibility for all transactions carried out by any additional cardholder, and that You will be responsible for the use of the additional card and for any applicable fees and charges the additional cardholder may incur.

## **4. How to open a Mastercard Business payment card account?**

You can apply for a Mastercard payment card account via [bank.paysera.com](https://bank.paysera.com) or the Paysera mobile app.

Before we can open an account for You and issue You with a card, we will need to verify Your identity. You may also be asked to confirm Your residence address, provide Your identity documents, e.g. a passport, national ID document, utility bills, bank account statements, and other documents to Paysera. We may also need to carry out checks on You electronically.

When ordering Your Mastercard card(s), You must have sufficient funds in Your Paysera account to cover the card issuance, delivery, and one month's administration fees. If the balance in Your Paysera account is insufficient, You will not be able to order the card(s)

Card issuance and delivery fees are automatically deducted when ordering, and a monthly card maintenance fee is deducted at the moment of activation of the card.

The Mastercard card is delivered to Your address within 60 (sixty) days of Your order. If You do not receive your Mastercard card within one calendar month, you must notify the institution. Alternatively, you may pick up your card at Paysera Kosova's headquarters.

If it is determined that you did not receive your Mastercard card through no fault of your own, the card you were sent will be permanently blocked and a new card will be made and sent free of charge to You. If you do not receive a second card, you will be able to collect the new card from the institution's Customer Service Center.

## **5. How to activate my Mastercard card?**

You activate the Mastercard card by logging into your Mastercard card account at the address [bank.paysera.com](https://bank.paysera.com) or via the Paysera Super App.

You must also obtain a PIN code to make payments and withdraw cash at ATMs. You will find out your PIN code when you activate your card on the Paysera website or on the mobile app in the card management section.

By activating Your card, You agree to these Terms and Conditions. All the provisions of the Paysera General Payment Services Agreement for Business Clients and the Supplement "Payment Instruments" also apply to You.

Your Mastercard payment card must be activated within 3 months of its issue or it will be automatically blocked and Your account may be closed.

If you have ordered a Mastercard payment card for someone else, it is your responsibility to give them the information required to activate the card and retrieve the PIN. If they start using the card, Paysera will take this as confirmation that you have communicated these Terms and Conditions to them and that they have accepted them.

In case the envelope is damaged or suspicions arise that the card may have been extracted from the envelope, you shall not activate the card received via mail, inform us thereof (within 24 hours), and return the envelope with the card to Paysera Kosova SH.P.K.

## **6. What if I want to change my PIN?**

You can change your PIN at ATMs that offer this service. You can receive a PIN reminder in your account on Paysera's website at [bank.paysera.com](https://bank.paysera.com).

## **7. How to top up my Mastercard payment card account?**

You can transfer funds to your Mastercard payment card account by logging into Your account at [bank.paysera.com](https://bank.paysera.com).

The time taken to credit funds to Your Mastercard payment card account will depend on the method of deposit used. You cannot pay into your account by balance transfer from a credit card. You may only pay in funds up to your maximum account balance.

A fee may apply for payments into your account, please refer to the Fees and Limits table (Section 33). Certain minimum and maximum limits and usage requirements apply to Your account and card; such limits and requirements are detailed in the Fees and Limits table (Section 33). We reserve the right to refuse to make payment to your account if we suspect that it may be related to illegal activities or in other exceptional circumstances.

As soon as we receive the funds that you have paid in, they will be on your Mastercard payment card account and ready to use. There may be occasions when we delay the funds reaching your account for up to three working days, this may happen when we need to confirm the transaction with the sending bank.

If an overpayment has been made to Your account in error, we or, at our request, we shall be entitled to debit the overpayment from Your account.

## **8. What transactions can I make?**

You can use your Mastercard Business payment card to authorise the following transactions to merchants that accept Mastercard payment card payments:

- Chip and PIN card payments by inserting a Mastercard Business payment card into the terminal and entering Your PIN;
- Magnetic stripe card payments at any point of sale where chip and PIN cards are not accepted by signing the sales voucher;
- Contactless card payments by placing a Mastercard payment card near a contactless card reader;
- Online card payments in online shops by providing Your Mastercard Business payment card details and any other security details, such as Your security code login details as requested by the online shop;
- Payments by mail or by phone by providing Mastercard card details upon request from the seller;
- ATM cash withdrawals by inserting a Mastercard Business payment card into an ATM with the Mastercard logo, entering the PIN code and following the ATM's instructions;
- E-wallet payments by adding Your card to the Samsung Pay, Google Pay or Apple Pay (where available)

wallet on your mobile phone, and placing Your mobile phone next to a contactless card reader or by checking the e-wallet option online. You confirm the e-wallet transaction with the mobile phone's security protocol, which may include biometric information such as a fingerprint or facial recognition on the mobile phone.

Like in the case of other payment cards, we cannot guarantee a third party or ATM will accept Your card.

You may also be asked to enter a one-time confirmation code or other security information, including, if available and if You choose this method of identification, biometric information to confirm a transaction or to make changes to Your account. One-time confirmation codes will be sent to the mobile phone number registered in your account.

Once Your transaction has been confirmed, we will deduct the amount of Your transaction from the funds in Your Mastercard payment card account. Fees may be deducted at the time of transaction confirmation or after the transaction has been confirmed through the Mastercard system. You can view a detailed statement of each transaction, including fees, in your account at [bank.paysera.com](https://bank.paysera.com) or on the Paysera mobile app.

Once the transaction has been confirmed, the funds will be transferred to the merchant within 3 days and to the bank or financial institution on the day the confirmation was received or on the later transaction payment date specified by You. Transaction funds for card transactions will be credited when the merchant or ATM operator provides us with instructions for the transaction.

#### **9. Can I cancel a transaction?**

Generally, You cannot cancel a transaction that has already been confirmed. However, You have the possibility to cancel a transaction if the transaction You have confirmed is to be executed in the future (future date). However, if a specific date is indicated, You cannot cancel a payment order at the end of the business day before the specified transaction date.

To cancel a permanent confirmation of a Mastercard Business payment card, You must notify the merchant before the end of the business day prior to the day on which the transaction was due to be executed and, if necessary, provide us with a copy of the notice.

If You cancel a transaction in accordance with the procedures described in this section, we may apply a Cancellation fee (see table "Fees and Limits" (Section 33)).

#### **10. Can I pay for things in foreign currency?**

The main currency of Your Mastercard Business payment card is euro. If you make a payment or withdraw cash from an ATM in any other currency, we will convert the amount of the transaction into euro at the exchange rate set by Mastercard on the day the transaction is processed. The transaction processing date does not have to be the same day as the transaction date.

If you use your card whose primary currency is euro to pay in a European country whose national currency is not euro, your service provider may indicate the applicable exchange rate and the amount in euro, as well as the percentage difference between the card system's rate and the European Central Bank's (ECB) rate.

An international transaction fee will apply to each of these transactions (see the Fees and Limits table (Section 33)).

When adding funds to the Mastercard Business payment card account in a currency other than euro, the amount shall be automatically converted according to the Paysera exchange rate in force at the time, which is regularly updated and published on Paysera's [website](#).

Any changes to the exchange rate used to convert foreign transactions will be made immediately. You can find the exchange rate for a transaction made in a currency other than euro on a given date [here](#).

## 11. Is there anything I cannot buy with my Mastercard Business payment card?

You may not use your card for illegal purposes. It also cannot be used for a limited number of specified transactions. Please see Article 9 of the [General Payment Services Agreement](#) for more information.

## 12. How to check the balance of my Mastercard Business payment card account?

You can securely check your Mastercard Business payment card account balance by logging into your account on the [Paysera website](#). Your statement will show:

- information on the payee of each transaction and a reference enabling You to identify each payment transaction.
- the amount of the transaction shown in the currency in which the transaction was paid or debited to the account.
- the amount of charges for the transaction.
- the exchange rate used in the payment transaction (where applicable); and
- the date the transaction is authorized or posted on to the account.

This information is always accessible on Your account, is available free of charge, and can be stored and reproduced as necessary. Paper statements are available on request and are subject to a fee (see the Fees and Limits table in Section 33).

In addition, you may be asked to enter a one-time confirmation code or other security information, including, if available and if You choose this method of identification, biometric information to access Your account. One-time confirmation codes will be sent to the mobile phone number registered in Your account.

## 13. How long is the Mastercard Business payment card valid for?

Your Mastercard Business payment card is valid for 4 years. After the expiry date, You will no longer be able to use the card. If your card is cancelled or expires, this contract will be terminated and not renewed.

Upon expiry of the card(s), a new card(s) will be issued automatically (provided that payment transactions have been made with the card and/or through the Paysera Account within 90 days prior to the expiry date), by sending the card(s) to the address You have indicated in the [Paysera's system](#).

If You wish Your new Mastercard Business payment card(s) to be delivered to a different address, you must indicate this in Your account in our system at least 30 days prior to the expiry date of the card(s) in accordance with the instructions in our system.

The issuance and delivery of the new card(s) is subject to [standard fees](#), which are automatically deducted from Your Paysera account at the time of the renewal of the card or from the account of Your Mastercard payment card.

## 14. Are there any spending limits on the Mastercard Business payment card and account?

You can only spend up to the amount of money you have in your Mastercard Business payment card account. Limits also apply to cash withdrawals from ATMs. Other limits may apply to the amount of spending and the number of transactions you can make. More information can be found in the table "Fees and limits" (Section 33) and in Your account.

If for any reason a transaction is made with an insufficient balance on Your Mastercard Business payment card account, You will be obliged to reimburse us the insufficient amount, unless this is due to an error on the part of the merchant to whom You made the payment.

We may deduct the missing amount from any card You have linked to us or from funds in Your Paysera Account.

The missing amount can be deducted from the funds You later transfer to Your Mastercard Business payment card account. We may suspend the use of the cards until the missing amount is covered.

### **15. What to do if my account has been debited with more money than it should have been or a commission fee has been charged for transactions I don't recognize?**

If you decide to dispute a transaction that has been made with your card, you should first contact the merchant, as this may be the quickest way to resolve the problem. If You are unable to resolve the dispute with the merchant, or if the dispute arises from any other transaction on Your Account, you should contact Paysera immediately, but at the latest within 13 months from the date on which you became aware of the unauthorized or improperly executed payment transaction.

When You inform Paysera that You have not authorized a payment in accordance with these Terms and Conditions, that You have taken all reasonable steps to protect Your personal security information, that Your Card is stored securely, that You have not disclosed Your PIN or security details to anyone, and that You have not committed any illegal acts, the Paysera Kosova shall:

(a) refund You the amount of the unauthorized payment; and

(b) restore the account balance to the state it would have been in if the unauthorized payment had not been made.

Apart from these obligations, Paysera will have no other liability to You. In cases where the recipient details provided by You are incorrect, we will not be liable for the non-execution or improper execution of the payment transaction, but we will try our best to recover the funds from the payment transaction, and we will notify You of the result.

You may be entitled to claim a refund in relation to transactions where:

- The transaction has not been authorized in accordance with these Terms and Conditions and You have contacted Paysera Kosova no later than 13 months from the date on which You became aware of the unauthorized or improperly executed payment transaction.
- We are responsible for any transaction that is not executed or not executed properly. In such circumstances, we will refund to You the amount of the payment transaction that has not been executed or has been incorrectly executed and will restore the balance of the payment account to the state it would have been in if the incorrect payment transaction had not been executed. We will also refund to You: a) any direct commission for which You are liable; and b) any interest You are liable to pay because of the non-executed or improperly executed payment transaction; or
- The exact amount was not specified at the time of authorization of the pre-approved transaction and the amount charged is higher than could reasonably be expected given the card's previous spending patterns and the circumstances of the transaction. We will refund the full amount of the payment transaction or provide reasons for refusing to refund the amount of the payment transaction. We will refund or provide reasons for refusing a refund within 10 working days of receipt of the refund request or, if applicable, within 10 working days of receipt of the additional information requested. In these circumstances, a refund claim will not be accepted if the amount of the transaction was provided for at least 4 weeks before the date of the transaction, or if the claim is made more than 8 weeks after the amount was deducted from your account.

### **16. What about security?**

You must keep your card and login details safe, not disclose them to others and not allow anyone else to use them. You must protect Your security details at all times: never disclose Your PIN or security details to anyone and do not keep Your PIN information with Your card, make sure that the phone, computer, and tablet You use to access Your Mastercard payment card account have legal and up-to-date software and antivirus software is kept

up-to-date, only use Your Mastercard payment card to make payments on trustworthy websites, and always keep track of the balance of Your Mastercard payment card account. If You suspect that your PIN or security details have been or may be accessed by third parties, please notify Paysera Kosova's Customer Service Center immediately. Security details include the username and password used to log in to Your account, or any other website where Your card or account information is stored.

### **17. What if my Mastercard payment card has been lost or stolen, or if my account information has been disclosed to others?**

If Your Mastercard Business payment card has been lost or stolen, or if You suspect that another person may have accessed Your PIN or security data or accessed Your account without Your authorization, You must immediately notify Paysera Kosova by calling our Customer Service Center from the phone number linked to Your Paysera account or by logging in to Your account on the website or the mobile application. Charges for calls will be based on standard national rates. The use of Your card will be suspended immediately, and Your Mastercard Business payment card account will be blocked. If You report Your card as lost and it is later found, you can no longer use Your card. Cut the card in half through the signature field, the magnetic stripe, and the chip.

Upon Your request to do so, and upon Your provision of information and other requested actions, we or, at our request, will investigate any disputed transactions and any misuse of Your card or account.

If the investigation reveals that You authorized the disputed transaction or acted dishonestly or with serious negligence (e.g. by failing to protect Your card, security details, or PIN, or by failing to notify us immediately after becoming aware of the loss, theft or unauthorized use of Your card or account), the amount of the transaction will not be refunded to You, and You will be fully liable for all losses incurred as a result of the unauthorized use of Your card or account.

If the investigation reveals that You have not acted fraudulently or with serious negligence, Your maximum loss or liability to us for any unauthorized transaction will be limited to an amount of 50 EUR and we or, at our request, will refund the transaction money to You as soon as possible, but no later than the end of the next Business Day following the day on which we received Your notification.

### **18. Can you block the operation without my consent?**

We may, at our discretion, refuse to execute a transaction in the following cases:

- if we are concerned about the security of Your card or account, or we suspect Your card, or account is being used in an unauthorized or fraudulent manner.
- if sufficient funds are not paid into Your Mastercard payment card account at the time of a transaction to cover the amount of the transaction and any applicable fees.
- if there is a negative balance on your account.
- if we have reasonable grounds to believe that You are not using the card or account in accordance with these Terms and Conditions.
- if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- because of errors, failures (whether mechanical or otherwise) or refusal to process a transaction by merchants, payment processors, or payment schemes such as Mastercard.

If the transaction is declined, we will notify You immediately and inform You of the reasons, unless the applicable law requires that the reason for declining the transaction is not disclosed. You may correct any information in our possession that may have caused us to reject a transaction by contacting our [Client Support](#).

Mastercard payment cards may also be permanently blocked and suspended if you enter an incorrect PIN 3 (three) times in a row at an ATM or point of sale.

We may temporarily suspend the use of the card for important reasons (upgrade or maintenance work, software change, etc.).

### **19. Can I cancel my Mastercard payment card account and card?**

You have the right to cancel your Mastercard Business payment card account and card within 14 days from the date of account opening without any penalty. In this case, we will refund the card issuance fees paid by You. If we incur costs in ordering the card on Your behalf, we shall be entitled to deduct a card cancellation fee from Your account. You may also cancel your card after a period of 14 days by contacting our Customer Service center, via the mobile app or the website, in which case the fees set out in the "Fees and limits" table (Section 33) will apply. If you cancel the card, you must cut the card in half through the signature field, the magnetic stripe, and the chip.

All fees and charges will be apportioned up until the time of the termination of the contract, and any fees and charges paid in advance will be reimbursed proportionally. You will not be entitled to a refund of money you have already spent on transactions authorized, pending, or any fees for use of the card or account before the card or account is cancelled or expires.

### **20. Could my Mastercard payment card account be cancelled?**

We may cancel your card account and terminate this Agreement by giving you at least two months' notice. Possible reasons for cancellation:

- if this agreement or Your card expires.
- if You break an important part of this agreement or repeatedly break the agreement and fail to resolve the matter in a timely manner.
- if You act in a manner that is threatening or abusive to our staff, or any of our representatives; or
- if You fail to pay fees or charges that You have incurred or fail to pay back any negative balance on Your card.

We may also immediately cancel Your Card or block Your Mastercard payment card account if:

- suspect unauthorized or fraudulent use of Your card or account.
- have any other security concerns.
- need to do so to comply with the law.
- if You fail to pay fees or charges that You have incurred or fail to pay back any negative balance on Your card; or
- There are other reasons for such actions under the legislation or the General Payment Services Agreement.

We may also restrict access to your card and/or account if we believe that these may be used for money laundering or terrorist financing, fraud, or other criminal purposes. If we are required to take this action, we will provide an explanation (where possible) as to why such action must be taken, unless otherwise required by law.

In such circumstances, you must inform us of the next steps to be taken in respect of the account balance. You must do so within 3 months of the date of receipt of our closure notice.

### **21. Can I get back the funds I transferred to my card account?**

You can empty your card account by paying with the funds in it, withdrawing your balance from an ATM or transferring money to another account. Please see the table "Fees and limits" (Section 33) for applicable fees.

Alternatively, you can contact our Customer Service and request a refund of the funds in Your card account, informing us that Your card has been destroyed by cutting. We will transfer the funds in Your Account free of charge, unless:



- You are requesting redemption before termination or expiry of this agreement.
- You cancel this agreement before any agreed termination or expiry date; or
- You request redemption of more than one year after the date of termination or expiry of this agreement.

If one of these situations does apply, then we will charge additional fees (see the Fees and Limits table (Section 33)). In all other cases, no additional fee for electronic money redemption is applied. In the event of redemption of electronic money, you pay a regular Paysera commission fee for a money transfer or withdrawal, which depends on the method of electronic money transfer/withdrawal chosen by You.

Funds in Your Account will not be refunded if You make a request for refund more than six years after the date of termination or expiry of this Agreement.

All funds will be refunded in euro to the bank account of Your choice. We reserve the right to require You to provide proof that the bank account belongs to You before transferring funds to the account. To comply with our legal obligations, we may ask You to provide certain information, such as personal identification documents, prior to fulfilling Your refund request. If it is not possible to make a refund to the account You have specified for reasons beyond our control, you will be notified immediately. We will then ask You to provide an alternative account or to provide additional information required to make the refund (execute a payment).

Please also refer to Section 28 below for the circumstances in which we do not give You a refund.

## **22. Is the money in my Mastercard payment card account as protected as in my bank account?**

The account and the card linked to it are electronic money products and, although our activities are supervised by the Central Bank of Kosovo, they are not covered by the Deposit Insurance Fund of the Republic of Kosovo. There is no other compensation plan in place to cover losses related to the account and the linked card. However, we assure You that all funds received by You will be held in a separate account to protect Your funds from claims by our creditors in the event of our insolvency.

## **23. How to file a complaint?**

If You are not satisfied with Your card or account, or the way it is being handled, You can contact our Customer Service Center to resolve Your issue. All your complaints will be dealt with quickly and fairly.

We will respond to any questions regarding Your complaint by email and/or registered letter. A reply will be provided within 15 working days of receipt of Your complaint. If it is not possible to reply within the time limit, we will send a preliminary reply and will provide a final reply within 35 working days.

If you as a consumer are not satisfied with the answer, You can contact the Consumer Protection Department – Central Bank of Kosovo by filling in a free-form application form and sending it to the address on the website of the Consumer Protection Department.

## **24. What if I change my details?**

You must notify us as soon as possible of any changes to Your name, address, telephone number, or email address. We will use the most recent contact information You have provided to contact You for account related matters. Any email or SMS sent to You will be deemed to have been received as soon as it is sent. We will not be liable if information does not reach You because You have not notified us of a change in Your details.

## **25. How is my personal data processed?**

We are the controller of Your personal data that we use for the purposes of opening, administering, and managing Your account and providing payment services to You. You agree to allow us to access, process, and store any information that You provide to us for the purpose of enabling us to provide payment services to You or otherwise perform this Agreement. To learn more about how we will process your personal data, please read our Privacy Policy. You may withdraw Your consent to the processing of this data by closing Your account.

## **26. Will these Terms and Conditions ever change?**

We may change these Terms and Conditions on notification to You by email or other agreed means at least 1 month before the change. It will be deemed that you accept the changes. If You do not agree to the changes, you must notify us before the changes become valid. In this case, we will inform you of Your disagreement with the changes, and we will close Your account immediately. If You choose to terminate Your Account in this manner, we will return any remaining funds in Your Account to You free of charge.

The latest versions of the Terms and Conditions, as well as any notices of future changes, are always available on our website. You must check the website and your account regularly to ensure that you receive timely information about changes.

## **27. When may the use of the Mastercard Business payment card and account be interrupted?**

From time to time, your ability to use your card or account may be interrupted, e.g. when we carry out system maintenance. If this happens, you may be unable to:

- use Your card to pay for purchases or obtain cash from ATMs and/or
- obtain information about the funds available in Your account and/or about Your recent transactions.

In addition, as with other payment cards, we cannot guarantee that Your card will be accepted by the merchant or that all Your transactions will be confirmed. This may be due to a system error, reasons beyond our control, legal or regulatory requirements, suspension, limitation, or closure of Your account or refusal to replace it in accordance with these Terms and Conditions.

## **28. What is our responsibility?**

If we incorrectly deduct funds from Your Account, we shall be obliged to reimburse the funds. If it is subsequently determined that the amount refunded was in fact correctly deducted, we may deduct the amount from Your account balance, together with a commission charge. If You do not have sufficient funds in Your account, you must immediately reimburse the amount specified by us on demand.

If unauthorized transactions occur after You have notified us of the loss, theft, damage, or unauthorized use of Your card or account, and You have not acted in bad faith and have not breached these Terms and Conditions, the liability shall be our responsibility.

We shall not be liable:

- in any case, if the merchant refuses to accept Your card
- for any interruption, disruption or degradation of service by us, or any third party used by us to fulfil our obligations.
- for refusing to authorize a transaction.
- for cancelling or suspending use of Your card or account.
- for any loss arising from Your inability to use Your card or access Your account due to interruptions.
- for any direct or indirect loss or damage You may suffer including loss of revenue, loss of reputation, goodwill, opportunity, or anticipated savings because of your total or partial use or inability to use Your card, mobile app, website or account, or the use of Your card or account by any third party (unless otherwise required by law);
- for the quality, safety, legality, or any other aspect of any goods or services purchased with Your card; and
- any unusual and unforeseen circumstances beyond the control of us, however they may occur.

When providing SMS services, we shall not be responsible for missing, delayed, or undelivered messages, nor shall we be liable for any technical, computer, internet, telephone, cable, electronic, software, hardware, connection, website, or other access problems that may interfere with the use of SMS services

Nothing in these Terms and Conditions shall operate to exclude liability for death or personal injury due to negligence, fraud, or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

### **29. When can I be charged (other than the fees in Section 33)?**

We may charge fees for reasonable costs incurred to suspend Your use of the card or account and to recover any amounts due in connection with Your activity when You:

- use your card or account fraudulently.
- do not use Your card or account in accordance with these Terms and Conditions; or
- have been grossly negligent, for example by failing to keep Your card or PIN secure or by failing to notify us without delay after Your card is lost, stolen, or used by someone else or where Your account has been compromised.

In such circumstances, the transaction funds shall not be refunded and we or, at our request, we shall be entitled to deduct from Your account the reasonable costs incurred to suspend Your use of the card or the Mastercard payment card account and to recover any amounts payable in connection with Your activity.

If You did not use Your card or account for illegal activities, were not negligent, and followed these Terms and Conditions, the maximum amount You may be liable to pay for an unauthorized transaction resulting from a lost or stolen card or data before you have notified us is 50 EUR.

In addition, we may charge additional fees if we must manually process a payment or correct an error caused by Your fault or inaction.

### **30. Am I permitted to give access to third party providers?**

You may allow regulated Third-Party Providers (TPPs) (including Account Information Service Providers (AISPs) and payment initiation service providers (PISPs)) access to Your Mastercard Business payment card account to make payments, obtain account balances, or obtain information on previous transactions.

Before giving access to a TPP, You should:

- (a) ensure that the TPP is authorized and holds the correct regulatory permissions;
- (b) check what level of access You are consenting to, how Your account will be used, and the extent to which Your data will be shared with third parties; and
- (c) familiarize yourself with Your obligations and rights under the TPP agreement, in particular Your right to withdraw consent to access Your account.

We may refuse to allow a TPP access to Your account when we are concerned about fraudulent or unauthorized access.

We are not party to, and are not responsible for, any agreement between you and TPP. Subject to any rights You may have to pay a refund under these Terms and Conditions, we are not responsible for:

- (a) any loss whatsoever, because of using a TPP and entering a TPP agreement; and
- (b) any actions that the TPP takes in relation to suspending or terminating Your use of their service or for any resulting losses.

### **31. Can I assign my rights or obligations under these Terms and Conditions?**

You may not assign any of Your rights or obligations under these Terms and Conditions to any other person without our prior written consent. We may assign the benefit and burden of these Terms and Conditions to any other person at any time by giving You two months' notice. If we do so, your rights will not be affected.

## **32. Governing law**

These Terms and Conditions will be construed in accordance with the laws of the Republic of Kosovo and subject to the exclusive jurisdiction of the courts of the Republic of Kosovo.

## 33. What are the fees and limits?

Fees and limits are always available on our **website**.

## **34. How are my funds protected?**

Please note that the Mastercard Business payment card and account are electronic money products and, although our activities are supervised by the Central Bank of Kosovo, they are not covered by the Deposit Insurance Fund of the Republic of Kosovo. However, we ensure that all funds received by You will be held in a separate account so that in the unlikely event of the insolvency of IFJB "Paysera Kosova SH.P.K" Your funds will be protected from claims by our creditors.

Your Mastercard payment card and account are provided by IFJB "Paysera Kosova SH.P.K", which is authorized by the Central Bank of Kosovo to issue e-money (company code 811301473) and is a member of Mastercard, with registered office "Str. Perandori Justinian, No. 132, Pristina 10000, Kosova.