



## Specific Terms and Conditions of the Moneytrans debit Card

### Introduction

These Specific Terms and Conditions set out the rights and obligations relating to the use of the debit card issued by Moneytrans Payment Services S.A. They form, together with the Account Opening Form, the General Terms and Conditions of the "Smile" Payment Account and the Fees for the use of the payment services, the framework agreement governing the contractual relationship between Moneytrans and the account and card holder.

**Moneytrans Payment Services SA** is a payment institution incorporated under the laws of Belgium, with company number BE.0449.356.557, operating under the prudential supervision of the National Bank of Belgium ([www.nbb.be](http://www.nbb.be)). It is represented in the Netherlands by **Moneytrans World Entidad de Pago S.A.**, with company number A92667732 and registered offices at en C/Mauricio Moro Pareto nº 2, 4º, 1, Málaga, acting as the Principal Agent of **Moneytrans Payment Services** in relation to the provision and the management of the debit cards governed by these Specific Terms and Conditions, including to handle customer requests in the Spain.

These Specific Terms and Conditions are deemed accepted as soon as the client carried out a first operation using his debit card. They subsequently apply until the framework agreement concluded between Moneytrans and the client is terminated.

**We recommend you read carefully this document, in order to understand your rights and obligations.** If you have any question, please contact us by:

- Phone: +34 951 01 55 01
- E-mail: [smilesoporte@moneytrans.eu](mailto:smilesoporte@moneytrans.eu)
- Website: <https://www.moneytrans.eu>

Moneytrans relies on the intermediary of the company SIX Payment Services (Europe) S.A. as the technical processor for managing the cards and executing transactions carried out with the cards. In certain cases, foreseen by these Terms and Conditions, the card holder will be redirected to the customer support service of this Company.

### 1. Definitions

For the purpose of these specific terms and conditions, the terms listed below shall have the following meaning:

**The card issuer:** Moneytrans Payment Services S.A. ("Moneytrans"), with registered office established at Boulevard de Waterloo 77/01, 1000 Brussels, Belgium. Company number: BE.0449.356.557.

**The card processor:** SIX Payment Services (Europe) S.A. ("SIX Payment Services"), with registered office established at rue Gabriel Lippmann 10 à 5365 Munsbach, Luxembourg. Company number: LU 23138978.

**The card:** A debit card issued by Moneytrans, which can be used up to the balance available on the payment account of the holder to withdraw cash and make retail payments in accordance with the terms set out in the Section 3.

**The account:** The payment account opened in the name of the card holder and operated by Moneytrans, on which all transactions executed with the card are booked as debit or credit.

**The holder:** the physical person who holds a payment account with Moneytrans and is also the sole legitimate holder of the debit card linked to the account.

**ATM:** Automated Teller Machine, allowing card holders to withdraw cash without the need for direct interaction with the staff of a Moneytrans agency.

**POS:** Retail merchants and other points of sale (including merchant websites) allowing to purchase goods and services using the card.

**PIN Code:** Four-digit identification number, strictly personal and confidential, used to authenticate transactions carried out with the card.

**CVV Code:** Three-digit number printed on the back of the card, which must be communicated along with the card number to secure the use of the card in situations where the PIN Code cannot be used.

**"MasterCard® SecureCode™":** free service proposed by MasterCard to increase the security of online payments, via the two-factor authentication of the card holder.

**"3D Secure" Password:** confidential password used to validate online payments initiated from merchant websites displaying the "MasterCard® SecureCode™" logo.

**One-time Security Code:** A single use code sent by SMS to the mobile number of the card holder at the stage of confirming an online payment, which must be entered in addition to the "3D Secure" password to authenticate the payment.

**EPT (or "terminal"):** Electronic payment terminal enabling to authenticate payments made with a card at retail merchants.

**NFC (or "Contactless"):** Technology allowing to authenticate a card close to a terminal without having to physically introduce the card in it.

## 2. Card Delivery and Activation

The card is sent by postal mail to the legal address of residence of the card holder / or at authorized Moneytrans Agencies.

The PIN is sent to the same address by separate mail.

For security reasons, the card holder must sign the strip on the back of the card immediately upon its receipt.

The card must be activated by carrying out a first payment or cash withdrawal using the PIN (on a payment terminal or an ATM). The card cannot be activated via an online payment.

If the client has not received his card and/or PIN within 4 weeks following the opening of his payment account, he must contact the customer service of Moneytrans, which will track the postal mail or order a new card or PIN. This operation will not be charged to the client unless it can be demonstrated that he provided a wrong or an outdated address of residence.

The client will make sure to memorize his PIN and destroy the letter containing this information as soon as possible. The client can subsequently change his PIN at an ATM. In the event that the PIN is lost, or its confidential character is compromised, the client must immediately notify Moneytrans following the procedure set out in Section 5.

As soon as his payment account has been opened, the client will separately receive a "3D Secure" password by SMS, which he must store securely and use instead on the PIN to confirm online payments executed with the card.

## 3. Use of the Card

The card is non-transferable, and its use is strictly reserved to its holder.

As soon as the card holder has activated the card, he is responsible for its use, in accordance with the provisions of the present terms and conditions.

### 3.1 Type of authorized transactions

The card can be used up to the balance available on the linked account to carry out the following transactions:

- Withdraw cash at authorized Moneytrans agencies and at ATMs displaying the MasterCard® logo;
- Pay for goods and services at retailers being part of the MasterCard network;
- Make online payments from merchant websites displaying the "MasterCard® SecureCode™" logo.

The client may also use the card to pay for recurrent goods or services (e.g. subscriptions) by registering the card number and expiry date once. The client undertakes to use this payment method only with retailers he knows well. When the card is renewed or replaced, the automatic billing instruction shall be automatically assigned to the new card, unless the client opposes the communication of his new card details to the retailers having subscribed to the "Automatic Billing Update" service provided by MasterCard.

Moneytrans can under no circumstances be held liable if a retailer does not accept a payment with the debit card. Likewise, neither Moneytrans, nor the card processor or any other party involved in operating payment systems can be held responsible for the temporary unavailability of payment terminals and/or ATMs or of certain functionalities of the card due to systems maintenance, breakdown or an event of force majeure.

### 3.2 Spending Limits

Before carrying out a transaction, the card holder must ensure that he has enough funds available on his payment account. He must also avoid exceeding the spending limits applicable to card transactions, as set out hereafter:

Transaction type	Limit
Cash withdrawals at a Moneytrans agency	
Per day	250€
Per 30 consecutive days	250€
Cash withdrawals at an ATM (home and abroad)	
Per day	500€
Per 30 consecutive days	500€
Payments at retailers (home and abroad)	
Per 30 consecutive days	2.500€

In the case of payments relating to services such as a hotel booking or car rental, for which the payment amount is not known in advance or is deferred, the retailer may reserve a fixed amount on the balance of the linked account during the period preceding the actual use of the service. The amount reserved is then released on the date of the actual payment of the service, or after a maximum period of 30 days.

If the balance available on the payment account is not sufficient, or if a card spending limit has been exceeded, a new transaction by card cannot be executed. The card holder will be notified of the transaction refusal via a message displayed on the screen of the payment terminal, the ATM or the merchant website, as the case may be.

Moneytrans may amend the card spending limits by notifying the card holder in accordance with the procedure laid down in the Section 11. However, Moneytrans reserves the right to lower the limits at any time and with immediate effect, where necessary only for certain merchants or sectors of activity in the event that:

- The card holder fails to abide by his obligations set out by the present Terms and Conditions;
- The detection systems of Moneytrans and/or of MasterCard indicate a potentially fraudulent use of the card or of the payment account.

### 3.3 Use of the PIN

Except in the case of online payments, any transaction initiated with the card generally requires using the PIN. Any payment or cash withdrawal authenticated by entering this personal and confidential code will thus be deemed to form the consent of the card holder to the execution of the transaction and will confer an irrevocable character to it.

ATMs and payment terminals generally allow printing a receipt confirming the transaction executed with the card. The card holder is advised to keep such proofs, which he can use in the event of a claim relating to a specific transaction.

The card is disabled if three successive incorrect PIN are entered. In such cases, the card holder must request Moneytrans to send him a new PIN, in line with the procedure laid down in the Section 4.

### 3.4 PIN-less and/or contactless payments

Some terminals allow to confirm a payment without entering the PIN. The payment is then deemed authorized after having inserted the card in the terminal and (where applicable) also confirmed the payment by clicking on the "OK" button. Certain car parks, highway tolls or vending machines are equipped with such terminals.

Other terminals equipped with the NFC ("contactless") technology allow executing payments without inserting the card in the terminal, simply by holding the card close to it. In some cases, the PIN is not required either to confirm the transaction.

The maximum value for payment transactions confirmed without entering the PIN is limited to:

- 25 EUR or 30 EUR per transaction (depending on the terminal);
- 100 EUR of cumulated transactions.

The card holder will be required to enter again the PIN once these limits have been reached.

### 3.5 Use of the card online

Payments initiated via merchant websites require providing the card details but never to enter the PIN.

Certain websites require a strong authentication of the client, as indicated by the logo "**MasterCard® SecureCode™**". The client must identify himself with such websites by entering his "3D secure" password, as well as the **one-time security code** he will have received by SMS on his mobile number registered with Moneytrans. During the first online payment carried out using this two-factor authentication procedure, the card holder will also be prompted to set up a **personal security message**, which will subsequently always display on the online payment page, to confirm the presence of a trustworthy website.

The card holder may change at any time his "3D Secure" password from his personal area on [www.moneytrans.eu](http://www.moneytrans.eu).

### Important remarks concerning the confidentiality of the PIN and "3D Secure" password:

- **During an online purchase, introduce your "3D Secure" password only if the webpage displays your personal security message and the « MasterCard® SecureCode™ » logo;**
- **A Moneytrans employee or authorized agent or any other third-party may never ask you to reveal your PIN code or "3D Secure password". Never communicate these codes if someone requests them by phone or e-mail;**
- **Never write down or record your PIN or "3D Secure" password, even in the form of a coded phone number saved on your mobile phone;**

- **Immediately change your PIN or "3D Secure" password if you suspect that their confidentiality has been compromised.**

The other precautionary measures that the card holder must observe to preserve the security of the card and of its confidential codes are detailed in the Section 5.

### 3.6 Restriction to the card use

The card can only be used for real time transactions for which the available balance on the linked account can be instantly verified. The card may therefore be refused on certain offline (deferred payment) terminals, such as those used in aircrafts, on certain highway tolls, car parks, vending machines, etc.

For security reasons, the card may not be used either on certain payment terminals or ATM abroad, which do not require entering the PIN or only require the signature of the card holder on a sale slip.

### 3.7 Transaction fees

Certain transactions carried out with the card are charged a fee, which are communicated to the client at the time of the opening of the payment account. Such fees are debited directly from the account at the same time as the debit of the transaction which generated the fees.

Transactions executed with the card in foreign currencies will be converted into euros at a rate determined by MasterCard, increased by a margin on the exchange rate. This applies to cash withdrawals and payments made at retailers and on merchant websites located outside of the SEPA zone. The cardholder is duly notified that the exchange rates may fluctuate and differ between the date of the transaction and the date of its actual debit from the linked account.

## 4. Card Management

The card holder can manage himself his card online, via his personal area on [www.moneytrans.eu](http://www.moneytrans.eu).

He can also contact the customer service of Moneytrans by phone, or go to an authorized Moneytrans agency to carry out the following operations:

- Block or unblock the card;
- Request a new PIN code;
- Request a replacement card in the case of the loss, theft or cancellation of the previous card;
- Change his "3D Secure" password (only on [www.moneytrans.eu](http://www.moneytrans.eu));
- Obtain an account statement (only on [www.moneytrans.eu](http://www.moneytrans.eu) or via the customer service).

Whichever channel is used, the client's identity will be verified prior to processing any of his request, to ascertain that he is the legitimate card holder. As the case may be, this verification shall be performed:

- By requesting the client's valid identity document, if he visits an authorized Moneytrans agency;
- By asking him certain personal questions, if the client contacts the customer service by phone;
- Via the client's secured connection to his personal area on [www.moneytrans.eu](http://www.moneytrans.eu).

The card holder will in any case receive an SMS on his mobile number registered with Moneytrans to confirm that a transaction linked to his card has been successfully processed. He must immediately contact the customer service of Moneytrans if he did not request the change or the operation communicated by SMS. As this service is provided free of charge and purely for information purposes, Moneytrans cannot be held liable for the late delivery or the non-delivery of an SMS via this service.

## **5. Obligations and liability of the Card Holder**

The card holder acknowledges that any transaction made with his card and authenticated using the PIN or equivalent electronic signature procedures constitutes a valid and sufficient proof of his consent on the content of the transaction concerned, as long as it has been approved by Moneytrans' information systems.

Without prejudice to his right for refund in case of unauthorized transactions in accordance with the provisions set out hereafter, the card holder thus authorizes Moneytrans, irrevocably and unreservedly, to debit immediately from his account, all payments orders carried out with the card and to which he gave his consent.

The card holder must regularly check his account statements and promptly inform Moneytrans of any card transaction that was unauthorized or not correctly executed, or of any other error or irregularity noticed in the statements.

The card holder furthermore undertakes to:

- Only use the card for strictly legal and personal purposes;
- Ensure to have sufficient funds available on his account to cover the transactions carried out with the card and not exceed the card spending limits either;
- Never give the card to third parties (including to his relatives) or allow the card to be used by them;
- Keep the card in a safe place and never leave it unattended;
- Use the card and the PIN only under conditions that are sufficiently safe, *inter alia* out of the sight of third-parties;
- Preserve the confidential character of the PIN, the "3D Secure" password and the personal security message by refraining from revealing them to anyone or from writing them on the card itself or on any other document or object easily accessible by third parties;
- Immediately change the PIN or request a new one from Moneytrans if its confidentiality is compromised;
- Change the « 3D Secure » password if this code has also or separately lost its confidential character;
- Choose a PIN that cannot be easily discovered by third parties or is not already used for other accounts;
- Not bend the card or damage it in any other way whatsoever.

### **Notification of the loss, theft, counterfeit or (risk of) fraudulent use of the card**

As soon as he becomes aware of the loss, the theft, the counterfeit or the (risk of) fraudulent use the card, the card holder must:

**1° Notify Moneytrans without delay by calling the customer service (+ 34 951 01 55 01).** Outside of the opening hours of this service, the card holder will be automatically directed to the Card Stop Service of SIX Payment Services (service only available in French or in English). Registered users of the website [www.moneytrans.eu](http://www.moneytrans.eu) can also block their card themselves via their personal area on this website;

**2° Report separately to the local police, within 24 hours of becoming aware of it, the loss or theft of a card, which was used fraudulently.**

The obligation to notify also applies to the cases where:

- The card was withheld at an ATM or a payment terminal;
- The PIN and/or the card details are no longer secret (such as may be the case if they were introduced on a fake merchant website);
- The card holder noticed an unauthorized or an incorrectly executed transaction, or any other error or irregularity in an account statement.

### **Liability in case of the non-authorized use of the card**

#### **Up until the time of the notification**

The card holder shall be liable for the consequences of the fraudulent use of the card following its loss, theft, counterfeit or misappropriation of its confidentiality codes up to an amount of 50 EUR, until he notified Moneytrans in accordance with the procedure set out above.

The liability for the first 50 EUR shall, however, not apply if:

- The loss, theft, or misappropriation of the card and of its confidential codes could not have been detected by the card holder before the fraudulent payment occurred;
- The card was used fraudulently before it was received by the card holder;
- The loss is due to the failure of an employee, an agent or a sub-contractor of Moneytrans.

Notwithstanding the above, the card holder shall bear all the financial consequences of the unauthorized use of his card in case he acted fraudulently or with gross negligence.

#### **After the notification**

From the moment that the card holder requested his card to be blocked, he shall no longer be liable for the financial consequences of the unauthorized use of his card.

#### **Cases of gross negligence**

The card holder may be held liable for the unauthorized use of the card if he did not take the required precautionary measures to ensure the confidentiality of the card and of its security codes.

Moneytrans considers, among others, the following as acts of gross negligence:

- Writing down the PIN in a readable form, on the card or on a document or object kept by the card holder or carried by him (for instance in his wallet or on his mobile phone or portable computer);
- Letting third parties using the card, including relatives or friends;
- Leaving the card unattended at public or private premises;

- Using the card under conditions where the confidentiality of the PIN and/or of the “3D Secure” password was not ensured;
- Failing to notify Moneytrans without delay of the loss or theft of the card, including in the case where it was withheld in an ATM or a payment terminal;
- Failing to notify to the local police the loss or theft of a card that has been used fraudulently;
- Failing to check regularly the account statements, leading to delays in noticing unauthorized or incorrectly executed card transactions.

## 6. Obligations and liability of Moneytrans

Moneytrans respectively undertakes to:

- Bear the risks associated with the mailing by post of the card and the PIN to the address of the card holder;
- Keep an internal log of transactions carried out with the card up to ten years after their execution date;
- Provide when necessary, *inter alia* in case of a dispute relating to a transaction executed using the card, evidence that the transaction was duly recorded and booked and was not affected by any technical incident or other malfunction;
- Provide the card holder with the adequate means to notify, at any time, an unauthorized payment transaction or an incorrectly initiated or executed transaction, and provide a means of identification allowing the card holder to prove his notification up to eighteen months after it was submitted;
- Prevent, as far as technically possible, any further use of a card as soon as the card holder has notified its loss, theft or misuse;
- Inform the card holder of any suspected or actual fraud or of other security threats;
- Take all measures necessary to ensure the continuity of its services and the security of its systems.

### Liability in case of the non-authorized use of the card

Except in the cases where the card holder did not meet his obligations laid down in Section 5, Moneytrans is liable for:

- The risks of the fraudulent use of a card sent by postal mail, until it is received by the client;
- The non-execution or the incorrect execution of transactions carried out with the card on terminals or equipment part of the MasterCard network;
- Transactions executed without the card holder's authorization and any error or irregularities in the management of its services that is attributable to Moneytrans;
- The unauthorized use of a counterfeited card in case it was forged by a third party.

In all the cases where Moneytrans is liable, it shall refund to the card holder the amount of the disputed transaction as soon as possible upon receiving his notification, unless Moneytrans or SIX Payment Services have reasonable grounds to suspect fraud on the part of the card holder.

## 7. Card validity, blocking and renewal

Activated cards are valid for 60 months, until the last day of the expiry month indicated on them.

Cards which have not been activated within 13 months after their issuing are cancelled.

The card is automatically renewed before its expiry date. A new card will be mailed to the home address of the card holder, unless the card holder opposes to it by notifying Moneytrans two months before the expiry date of the card, or Moneytrans terminates the framework agreement, by giving a notice to the card holder within the same deadline.

The new card remains subject to the provisions of the framework agreement. The card holder must immediately destroy the expired card upon receiving the new one.

In the case where a card is blocked, or the linked account is closed, the card is cancelled, and the card holder must return it to Moneytrans, or destroy it by cutting it into pieces. The card holder failing to meet this obligation to return or destroy a card shall be liable for any losses arising from the unauthorized use of the card until it is actually cancelled.

Moneytrans also reserves the right to block the card or have it retained at an ATM or POS terminal to protect the security of the systems or its own financial interests or those of the card holder, *inter alia* in the following cases:

- The card is found to be defective;
- The card was left at an ATM or a payment terminal;
- An incorrect PIN code was entered three times in a row;
- The card has been blocked at the request of the card holder or on the initiative of MasterCard or SIX Payment Services;
- The card holder appears to be using it for illegal purposes;
- The card holder or Moneytrans ended the framework agreement;
- The account to which the card is linked shows an unauthorized debit balance or has been closed.

Moneytrans will inform the client that his card is blocked by phone, e-mail or SMS. In case the reasons justifying the blocking are no longer valid, Moneytrans shall unblock the card or replace it, as the case may be.

## 8. Complaints and recourse

Claims relating to transactions carried out with the card are handled by SIX Payment Services on behalf of Moneytrans.

Any such claim must be submitted first to Moneytrans, by phone or by e-mail to [smilesoporte@moneytrans.eu](mailto:smilesoporte@moneytrans.eu). Moneytrans will examine the claim and, where indicated, transmit it to SIX Payment Services, which is qualified to recontact the client, if necessary.

In the event that the claim relates to the fraudulent use of a card following its loss or theft, the card holder must provide a copy of the report filed with the local police.



If the claim relates to a card transaction that was incorrectly executed (e.g. a payment was processed twice or cash was not properly dispensed at an ATM), the card holder must provide all useful information allowing to track and investigate the disputed transaction.

If the claim relates to a transaction that the card holder authorized, he must evidence that he contacted first the merchant to obtain a refund. This clause applies, *inter alia*, when:

- The client did not receive the goods or services he ordered, or the latter turned out to be defective or not matching their description;
- The client was debited an amount relating to a recurring payment (subscription) that he had cancelled;
- The merchant confirmed the cancellation of an order but did not refund the client.

In the case of a confirmed third-party fraud, Moneytrans shall immediately reimburse the client, under the usual reserves. In all other cases, including those relating to an incorrectly executed transaction or a disputed payment that the card holder had authorized, the refund will be postponed to the completion of the investigations conducted based on his claim, provided that the card holder submitted all the documents necessary to handle his claim within the set deadlines.

The card holder benefits from a legal deadline of 13 months to file a claim relating to a fraudulent transaction executed with a card that was stolen, lost or forged by third parties. In all other cases, including those relating to an incorrectly executed transaction or a disputed payment for which the card holder gave his consent, the claim must be submitted within the deadlines set out by MasterCard.

The deadline for claim submission starts running from the day on which the disputed transaction was debited. Once the applicable deadlines have expired, the card holder will be deemed as having irrevocably and unreservedly accepted the account statements and the balance shown of his payment account.

If the card holder is not satisfied with the solution proposed by Moneytrans and/or SIX Payment Services, he may submit a complaint to: **Servicio de Reclamaciones del Banco de España**: Calle Alcalá, 48, 28014, Madrid.

#### 9. Use of personal data

Moneytrans processes the personal data of its clients in accordance with the laws in force. The client can find more information about our Privacy policy on: <https://www.moneytrans.eu/spain/politica-de-privacidad/>. He may also request the customer service of Moneytrans to send him a copy of this document by e-mail or post.

#### 10. Termination of the agreement

The framework agreement governing the use of the account and of the linked debit card is concluded for an indefinite term.

The card holder or Moneytrans may end the agreement in accordance with the provisions laid down in the General Terms and Conditions of the Smile Payment Account.

#### 11. Amendments to the Specific Terms and Conditions

Moneytrans reserves the right to amend the present specific terms and conditions at any time, by notifying the card holder by e-mail or any other appropriate means of communication, two months before the entry into force of the changes.

The client may find the updated version of these Specific Terms and Conditions from the website of Moneytrans at: [www.moneytrans.eu](http://www.moneytrans.eu). He may also ask the customer service of Moneytrans to send him a copy of the updated Specific Terms and Conditions by e-mail or by post.

The client has the right to accept or refuse the changes proposed in the Specific Terms and Conditions. In case he disagrees with them, he has a period of two months before the entry into force of the amendments to end the framework-agreement. By failing to do so, he will be deemed to have accepted the amended terms and conditions.

#### 12. Applicable Law

This framework agreement concluded between Moneytrans and the client is governed by the laws of Spain. Except in cases where the courts with jurisdiction are assigned by mandatory provisions, Moneytrans is authorized to submit any dispute related to these Specific Terms and Conditions to the courts and tribunals of Málaga.

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