### **MYNT AB**

### **PLATINUM BUSINESS CREDIT CARD**

### TERMS AND CONDITIONS OF USE

### Effective date 30 January 2024

These Terms and Conditions of Use ("Terms and Conditions"), together with the Mynt Schedule ("Schedule") regulate the use of the Mynt Platform and payment Cards. These terms taken together constitute a binding agreement between You and Mynt (collectively termed the "Agreement"). You are asked to confirm your acceptance of the Agreement when signing up to Mynt's Platform. Please read the Agreement carefully and contact us if you have any questions before you start using the Mynt Platform. Please retain a copy for future reference. By visiting our website mynt.com/terms you can download and read these and other applicable terms before using the Mynt Platform.

"You" and "Your" means the "Contract Holder", and as applicable the Card User on the Contract Holder's behalf. "We", "Our" or "Us" means Mynt.

Please contact our customer support at any time should you have any questions.

### 1. Definitions and Interpretation

Applicable Law means any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Agreement or such other rule as deemed valid by Mynt from time to time.

**Business Day** means Monday to Friday, 9am to 5pm CET, excluding bank, national and public holidays in Sweden.

**Card** means each physical or virtual payment card, issued to You by Us pursuant to licence by the Card Scheme, loaded in the Denominated Currency. References to the Card include all Card details, Security Details and PINs. Virtual cards do not have PINs.

Card Scheme has the meaning defined in the Schedule.

**Card Services** means any services provided by Us or Our third-party service providers in connection with a Card.

**Card User** means an individual to whom a Card is supplied and who is validly authorised by You to use and to utilise funds on a Card subject to this Agreement and on Your behalf.

**Contract Holder** means You, the corporate entity which, subject to this Agreement, owns the available funds that can be used by the Card User and to whom the Cards are issued.

**Customer Support** means the department in charge of providing customer support for the Card as further indicated in the Schedule.

**Denominated Currency** has the meaning given to it in the Schedule.

**Insolvency Event**: occurs, with respect to any party, in the event of

- a) that party passing a resolution, or a court making an order, that that party be wound up;
- b) that party being unable to pay its debts within the meaning of any insolvency law;
- there being proposed in respect of that party any voluntary arrangement under any insolvency law;
   or
- d) any circumstances occurring that are the equivalent of (a) to (c) above under the legislation and related case law and practice applicable to that party.

**Mynt** or **We/Us** mean Mynt AB, incorporated and registered in Sweden with company registration number 559100-8874 and registered office at Vasagatan 28, 11128 Stockholm. Mynt is an e-money institution regulated by the Swedish Financial Supervisory Authority (Finansinspektionen), institute nr 82814.

**Mynt Platform** means collectively the Mynt Web Interface and Mynt App. Use of the Mynt Platform is regulated by the Agreement entered into between the Contract Holder and Mynt.

**Mynt App** means the mobile app interface where Card Users may perform certain operations in relation to their Card such as activation, viewing Transactions, viewing the balance, blocking and unblocking and raising questions with Customer Support in relation to use of the Card or the available funds. Note that some of these functions can also be performed in the Mynt web interface.

**Mynt Web Interface** means the web-based interface where administrators can order cards, see transactions, and manage accounting features, and where card holders can activate and manage cards. Use of the web interface is regulated by the Agreement entered into between the Contract Holder and Mynt.

**Mynt Account** means the common company-wide account from which all card spend is debited. This may contain pre-loaded funds (positive balance) and/or credit (negative balance).

**Personal Data** means any registered personal identity details relating to the use of the Card and Online Account including (but not limited to) an individual's: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy (available on mynt.com/terms).

**Card Partner** means any partner that Mynt delivers the service in collaboration with. This could be an accounting platform provider or other partner.

**PIN or PIN Code** means the personal identification number used to access certain Card services, provided to the Card User.

**Regulatory Authority** means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Mynt related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this Agreement, including without limitation the Swedish Financial Supervisory Authority (Finansinspektionen).

**Security Details** means certain information, including personal information, given by You on behalf of the Card User when applying for the Card and as notified to Us by You from time to time.

**Transaction** means Your use of the Card to (i) make a payment, or a purchase of goods or services from a Merchant over the internet, by phone or mail order or (ii) withdraw cash from an ATM or bank, where permitted.

### 2. Purpose of the Mynt Platform and Cards

- 2.1 Mynt's Platform is intended for corporate customers. The Mynt Platform provides you and your company with the ability to order and administer payment cards for your employees, and to perform expense management functions to aid your accounting company expenses.
- 2.2 We offer expense management tools to improve the management of company card expenses, personal outlays, per diem, and supplier invoices. We are not an accounting service and therefore we take no responsibility for the accounting being correct. The customer is individually responsible for the accuracy of the accounting by verifying transactions and their associated accounting vouchers before and after exporting from Mynt's Platform.
- 2.3 In some cases Mynt provides the service in collaboration with a Card Partner. If the service is delivered in collaboration with a Card Partner, this will be made clear to you during the onboarding process. In these cases, the usage of Mynt's Platform may be somewhat different than what is described in these terms as all, or parts, of the web and/or mobile interface is provided by the Card Partner. The Card Partner will provide instructions on how the services work in these cases. In all cases where a Card Partner is involved, you are still a customer with Mynt and must accept the terms herein. Mynt does not take any liability whatsoever for any services and/or systems that are provided by the Card Partner.

- 2.4 We may offer card benefits, such as offers in collaboration with third parties. If nothing else is stated, such benefits (eg 'cashback' on purchases) are regulated by separate terms. These terms are communicated in Mynt's Platform.
- 2.5 To use the cards, funds must be loaded onto the Mynt Account. See the Mynt Terms and Conditions and the Mynt Schedule for further information and terms about this. We may in some cases also offer credit tied to the Mynt Account, in which case you don't need to load funds beforehand and can instead spend using credit provided to you. The terms of such credit are in such cases agreed separately. You can find out the funds remaining on your Mynt Account, as well as information on any approved credit, by accessing Mynt's Platform.
- 2.6 The Cards are business credit cards. The Cards allows Card Users to access available funds that have been previously loaded on the Mynt Account by an administrator via the Mynt Platform, or available via line of credit. Mynt is not responsible for any funds that have not been loaded onto the Mynt Account and does not provide services for loading funds to the Card. Mynt may offer credit tied to the Mynt Account, in which case you don't need to load funds beforehand and can instead spend using credit provided to you. The terms of such credit are in such cases agreed separately. You can find out the funds remaining on your Mynt Account, as well as information on any approved credit, by accessing Mynt's Platform.
- 2.7 The Cards are issued by Us at the Contract Holder's request and upon acceptance of said request to Us via the Mynt Platform. Plastic Cards will be sent directly to You or the Card Users (as directed by You) as per the address specified on the Card order request completed on the Mynt Platform.
- 2.8 The Cards can be used worldwide wherever You see the Card Scheme symbol displayed online, and also at Automatic Teller Machines ("ATMs") and merchants, including shops and restaurants who accept the Card Scheme (subject to local laws and regulations in the country of use), providing there are sufficient funds available on the Card for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use).
- 2.9 The Cards remain at all times Our property and must be returned to Us or destroyed upon Our request. Use of the Card is personal to You and the Card Users. You cannot assign Your rights under this Agreement, and the Card User is strictly prohibited from transferring or giving the Card to any third party or from allowing any third party to use the Card. The authorisation for You and/or Card Users to use the Card may be revoked at any time, in accordance with clause 12 below.
- 2.10 The Contract Holder shall be liable for all acts and omissions of Card Users purported to be carried out pursuant to the activities anticipated by this Agreement. The Contract Holder warrants, represents and undertakes that it shall ensure that all Card Users are made aware of the content of this Agreement and understand the obligations regarding the use of the Cards.
- 2.11 There is no interest payable to You on the balance of the Card and the balance does not amount to a deposit with Us.
- 2.12 The Mynt Platform and Cards are intended for electronic money and are thus not a deposit or banking products. However, We will safeguard your money by keeping it separated as client funds, so that they are protected in accordance with applicable law if we become insolvent. The money is kept in a client funds account in a bank and is thus covered by the Deposit Security Scheme of Sweden, in the event of the bank's insolvency.

# 3. Onboarding, KYC, and customer guarantees

- 3.1 To fulfil applicable laws and regulations We have a structured onboarding process. This process includes steps that ensure that we fulfil our obligations with regards to Know-Your-Customer (KYC). The onboarding process requires authorized signatories to answer a number of questions about the company and to agree to these terms. You guarantee that any information that you provide is correct, complete, and in no way misleading. Note that a business relationship has not been entered into until we have completed a satisfactory KYC review and you have been notified of this.
- 3.2 If any of the provided information should change you must inform us of this immediately. Furthermore, you may be asked to update your information at regular intervals, in which case you are again obliged to provide correct, complete and in no way misleading information. Should you not provide information we may be forced to terminate the agreement and access to our service.

3.3 As part of the onboarding process, we may also order a credit report on your company through an accredited credit rating agency. Any representatives of your company guarantee that they are authorized to represent the company. You are not allowed to apply for Mynt's Platform under another person or company's name, or on behalf of any other person or company.

### 4. Use of Cards

### 4.1 Activation and General Use of Cards

- 4.1.1 A Card cannot be used unless it has been activated within the notified time by the Card User. An activation procedure will be provided with each physical Card. You must know and ensure that Card Users know and follow the steps required to activate the physical Card and the instructions must be followed. Card users must activate their Cards as soon as they have been received by following the instructions detailed on the information document accompanying the Card. A Card User's PIN will be communicated to or chosen by the Card User at the end of the activation process (via the Mynt app or Mynt web interface). Card Users can find out the available funds remaining on their cards at any time by accessing the Mynt Platform. You shall only distribute the Cards to Card Users authorized by You, and You shall be responsible for ensuring that each Card User complies with this Agreement where applicable.
- 4.1.2 The Card is only for use by the Card User and expires on the date printed on the Card. The Card cannot be used after it has expired.
- 4.1.3 The amount relating to each Transaction and any associated fees will be deducted from the balance on the Card.
- 4.1.4 When using the Card at certain merchants, including hotels, restaurants and petrol stations, the merchant may hold an additional amount for instance to cover tips/gratuities, temporarily reducing the balance available on the Mynt Account.
- 4.1.5 We do not recommend using the Card as a guarantee of payment, for example as a deposit for hotels, cruise lines or car rental, as merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend.
- 4.1.6 You agree to accept a credit to the Card if a Card User is entitled to a refund for any reason for goods or services purchased using the Card.
- 4.1.7 We are not responsible for ensuring that ATM's and point of sale terminals ("POS") will accept the physical Card.
- 4.1.8 Strictly for physical Cards, certain POS, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machines such as in car parking lots, and toll ways are not connected in real time to the Card Scheme approval network and may not be able to accept the Cards. We accept no responsibility, and shall not be liable for, any inability of Card Users to use their Cards in such POS or machines.
- 4.1.9 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use.

# 4.2 Available funds

- 4.2.1 The Card User should check that sufficient funds or credit are available on the Card prior to attempting to make any Transaction to avoid disappointment or embarrassment if the Card is declined.
- 4.2.2 The Card can only be used if it has an available balance.
- 4.2.3 Payments made on some machines, such as automatic fuel dispensers, generate a pre-authorisation to reserve an amount that may be greater than the payment requested. In this case, the request for pre-authorisation of the greater amount may result in denial of the Transaction and the associated payment. For services offered by these machines Card Users should ensure the Card has adequate funds to meet the amount required by the pre-authorisation.

4.2.4 A Card User may obtain certain information concerning the Card and recent Transactions via the Mynt App or by contacting Customer Support.

# 4.3 Temporary blocking of the Card

- 4.3.1 Card Users and/or the Contract Holder may request to have Cards temporarily blocked by contacting Customer Support.
- 4.3.2 You and/or the Card User may request that the Card be unblocked at any time via the Mynt Web Interface or App (as applicable).
- 4.3.3 Applying for a Card to be temporarily blocked shall not satisfy the obligation of the Card User or Contract Holder to inform Us of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data.
- 4.3.4 If we block or suspend a Card, We shall notify You and/or the Card User by e-mail, if possible prior to blocking or suspending the Card, and at the latest, immediately after, unless We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any applicable law. The Card User and/or Card Holder can at any time request that the block be removed from their Card by contacting Customer Support at the contact details specified in the Schedule, but the discretion to unblock the Card or resume provision of Our services will be at Our discretion.
- 4.4 Card Renewal: Any Card renewal, if applicable, shall be subject to the Schedule.
- 4.5 Refund: Goods or services paid for with the Card cannot be refunded by a retailer unless there was a prior Transaction debited from the Card by that retailer of an equal or higher amount than the refund requested. If the Card User and retailer agree to a refund, the retailer may process the refund via a POS terminal. Amounts credited to the Card as refunds shall be available no more than seven (7) days after the time the refund order was received. If an amount is credited to the Card that does not correspond to a refund, Mynt reserves the right to apply loading fees as set out in the Schedule and/or, at Our discretion, terminate the agreement.

### 5. Card Limits and Fees

- 5.1 The Mynt Platform is provided on the commercial terms set forth with your Mynt sales or onboarding representative. These may be specified in a separate order form. For paid plans, possible payment methods include traditional invoicing, direct debit, and direct payments from your Mynt Account. Should an automatic payment fail, we have the right to invoice you with seven (7) day payment terms.
- 5.2 Generic Card Fees and Limits provisions are outlined in the Schedule and will apply to the Card. These apply unless another overriding agreement has been entered into.
- 5.3 Withdrawal and/or Transaction limits may apply to the Card as detailed in the Schedule.
- 5.4 When the fees are linked to a Transaction that results from a related service without use of the Card, it will be carried out provided that sufficient funds are available on the Card to cover the cost of the Transaction and the fees, and related fees shall be separately debited from the Card's balance.
- 5.5 Each time the Card User uses the Card, the value of the Transaction plus any applicable fees shall be debited from the Card. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available on the Card the Transaction will be declined, and applicable fees shall be charged to the Card in accordance with the provisions of the Schedule. These fees cannot exceed the amount of the payment order.

# 6. Card Security

- 6.1 Card Users must sign the back of the physical Card as soon as they receive it.
- 6.2 You should treat the Card like cash. If it is lost or stolen, you may lose some or all of your money on your Card, in the same way as if you lost cash.
- 6.3 You must keep the Card, Security Details and PIN (as applicable) safe by taking appropriate

measures, including, but not limited to, the following:

- i. never allowing anyone else to use a Card or sharing the PIN or Security Details with anyone;
- ii. not carrying the PIN with a Card or recording the PIN where it may be accessed by other people;
- iii. not interfering with any magnetic stripe or integrated circuit on a Card;
- iv. complying with any reasonable instructions We give about keeping the Card and the PIN safe and secure:
- v. using only secure internet sites for making Card Transactions online;
- vi. choosing strong passwords that mix alpha and numeric characters when managing the Mynt Platform on-line;
- vii. checking ATMs for signs of tampering, e.g. false fronts, before use;
- viii. shredding any personal information or security details relating to the Card that could be used by an identity thief; and
- ix. reporting thefts of any security details relating to the Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.
- 6.4 You shall never be required to provide Your PIN by telephone or on the internet in order to pay for goods or services or carry out a Transaction. If anyone asks You to reveal a PIN, the request should be refused and reported to Customer Support.
- 6.5 The PIN may be disabled if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the PIN is disabled, please visit the Mynt App or contact Customer Support to reactivate the PIN. There may be a twenty-four (24) hour delay in reactivating Your PIN.
- 6.6 You undertake, represent, and warrant to Us that the Transactions that the Card User will undertake using the Card do not contravene any applicable law and that You and the Card User shall at all times comply with all applicable laws in relation to the performance of Your obligations under this Agreement.
- 6.7 Card Users shall not under any circumstances send their active and/or loaded Card to Us or any third party, by post or any other unsecure delivery method.
- 6.8 Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by us so We cannot guarantee that they will be secure and function at all times and We accept no liability for unavailability or interruption.

# 7. Authorising Transactions

- 7.1 You will need to give your consent to each Transaction so that we can check it is genuine by, where applicable, a) using your PIN or other security code personal to you; b) signing a sales voucher; c) providing the Card details and/or providing any other details personal to you and/or your Card; d) approving a 3D-secure prompt. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 7.2 If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- 7.3 Once a Transaction has been authorised by you, it cannot be revoked and the time of receipt of a Transaction order is when we receive it.
- 7.4 Your ability to use or access a Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Customer Support to notify us of any problems you are experiencing using a Card or the Mynt Platform and we will endeavor to resolve these as soon as possible.

# 8. Loss, theft and misuse of cards

8.1 If a Card is lost, stolen, misused or is likely to be misused by a third party or You or the Card User suspect that someone else may know the related PIN or Security Details or has carried out an unauthorised Transaction, You must stop using the Card and notify Customer Support directly as soon as possible on becoming aware of such loss, theft, misappropriation or unauthorised use of the Card. A Card shall be suspended to avoid further losses upon Your notification to Us in accordance with this clause.

- 8.2 We may also suspend a Card with or without notice if We suspect that the Card, PIN or any other Card-related security details have been, or is likely to be, misused, if any Transactions are deemed to be suspicious and/or are identified as being fraudulent, if We have reason to believe that You have broken an important condition of these Terms or that You have repeatedly broken any term or condition and have failed to remedy it, or if We suspect illegal use of the Card.
- 8.3 You and/or the Card User will be required to confirm details of the loss, theft or misuse to us in writing.
- 8.4 You and/or the Card User may be required to assist Us, Our agents or the police if the Card is stolen or We suspect the Card is being misused.
- 8.5 Replacement Cards will be sent to the most recent address you have provided and may be subject to a fee as set out in the Schedule.
- 8.6 If any reported lost Card is subsequently found it must not be used unless You contact Customer Support first and obtain approval.

# 9. Our Liability to You

- 9.1 We will not be liable for disputes concerning the quality of goods or services purchased from any merchant that accepted a Card or for any additional fees charged by the operator of POS or ATM terminals (e.g. when You are offered dynamic currency conversion at a point of sale). In particular, We will not be liable for any loss due to: (i) any failure due to events outside Our reasonable control; (ii) any system failure or industrial dispute outside Our control; (iii) any ATM or retailer refusing to or being unable to accept the Card; (iv) the way in which any refusal to accept the Card is communicated to You; (v) any infringement by You of any currency laws; (vi) Our taking any action required by any government, federal or state law or regulation or court order; or (vii) anything specifically excluded or limited elsewhere in this Agreement.
- 9.2 Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party (including any fraudulent or unauthorised Transactions and subsequent unsuccessful charge-backs).
- 9.3 You agree to indemnify Us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have acted fraudulently, been negligent or have misused the Card or any of the services which We provide to You.
- 9.4 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), limitedly for the purpose of this clause.

# 10. Direct debit

- 10.1 Direct debit is a service defined by the SEPA banking association, Bankgirocentralen, or other national scheme. Direct debit allows funds transfers to be initiated from the payer's specified bank account by the payment receiver.
- 10.2 You have the ability to set up a direct debit (autogiro) connection (mandate) in the Mynt Platform, which can be used for topping up your Mynt account. This can be configured to happen on a recurring basis (auto top-ups) or one-off. In case you have credit approved with us, this connection will also be used for repaying the credit (see separate credit agreement). You set up the connection by supplying the IBAN or BBAN number associated with a specific company bank account held by your regular business bank.
- 10.3 By setting up a direct debit connection you give Mynt permission to execute debit payments on your behalf toward the account you specify during the setup process. Once executed you do not have a right to withdraw or claim back the funds, as these will already have been credited to your Mynt

account.

10.4 You have the right to terminate the direct debit connection (mandate) by contacting Mynt support. If you have a credit agreement with us, we have the right to terminate such agreement if the mandate is terminated.

# 11. Terminating this agreement

- 11.1 This agreement shall continue in force until termination of the Agreement with Mynt or unless otherwise terminated in accordance with the agreement.
- 11.2 The Agreement may be terminated at any time by the Contract Holder by sending 30 days' written notice to Customer Support or by Us sending 30 days' written notice to You. There may be a tie-up period for the purposes of billing. This tie-up period will in such cases be set out in a separate agreement with us.
- 11.3 Furthermore, we have the right to terminate individual Cards, access to Mynt's Platform, or both, in case of non-use of a specific Card, or non-use of Mynt's Platform as a whole, for a period of 3 (three) consecutive months.
- 11.4 On termination you will no longer have access to Mynt's Platform and the Cards will no longer work.
- 11.5 A cancellation fee may be deducted from the available funds on the Card in accordance with the Schedule.
- 11.6 Once your Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip.
- 11.7 Any remaining funds left on the Mynt Account following termination, will be repaid by Mynt to you, less any fees set out the Schedule, in accordance with the procedure defined in the Terms and Conditions.

## 12. Causes for Termination

- 12.1 We reserve the right, at any time and without prior notice, at Our discretion to terminate the Agreement, to block or suspend use of the Card, restrict its functionality and/or to demand the return of the Card if any of the following circumstances arise:
  - i. Your account on the Mynt Platform or a Card was not activated within the notified activation period;
  - ii. We reasonably suspect the security of the Card has been compromised in any way;
  - iii. the Mynt account has a zero balance for more than three (3) consecutive months;
  - iv. no Card purchases or other transactions have been performed on the Mynt Platform for a period of three (3) or more consecutive months;
  - v. we are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law;
  - vi. in the event You, the Card User or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or the Card User to have done so;
  - vii. we believe that your continued use of the Card may damage our reputation;
  - viii. we believe that your use of the Card may result in harm to us or our systems;
  - ix. you fail to provide the Personal Data necessary for us to comply with our legal obligations as an e-money issuer and to fulfil this Agreement;
  - x. you have not given us information we need or we believe that any of the information that you have provided to us is incorrect or false;
  - xi. you do not access your Account for three (3) months;
  - xii. we cannot process your Transactions due to the actions of third parties;
  - xiii. you have breached this Agreement;
  - xiv. in case of non-payment of any annual or other applicable fees, as set out in the Schedule; or
  - xv. You suffer an Insolvency Event or You cease or threaten to cease to carry on Your business.
- 12.2 As per clause 4.3, We shall remove the block on the Card as soon as practicable after We are satisfied, acting reasonably, that the reasons for blocking or suspending it no longer exist. If the circumstances for blocking or suspending the Card continue for one (1) month, We may terminate the Agreement instead.

- 12.3 Any termination or expiry of the Agreement, howsoever caused, shall be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.
- 12.4 The Contract Holder will be responsible for ensuring that all Cards Users have been notified of termination of the Agreement.

### 13. Misuse of the Card

- 13.1 In addition to such actions constituting a break of the provisions of this Agreement, any illegal or fraudulent use of the Card by You or the Card User, or with knowledge, may be reported to the Police or any other relevant regulatory authority.
- 13.2 You shall be liable to Us for all losses, fees and other expenditure incurred by Us in relation to the recovery, cancellation or reversing of Transactions resulting from the misuse of the Card by You or the Card User or where You break any important provision or repeatedly break any provision of this Agreement and fail to remedy it.

# 14. Confidentiality and Data Protection

- 14.1 Mynt is the Data Controller of your Personal Data associated with the application for and use of this Card, and will collect certain information about You in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Agreement in accordance with clause 12.1 above.
- 14.2 We will collect certain information about platform users in order to provide the service. We will manage and protect your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our Privacy Policy (available on mynt.com/terms) which is provided to you at the time we collect your Personal Data.

# 15. Variations of Agreement

- 15.1 We may, at Our discretion, alter the Agreement at any time.
- 15.2 We shall give You 15 (fifteen) days' prior notice by post or email before We make the change, unless the change is required to be implemented earlier by any applicable law, regulation or rule by Card Scheme, or if it relates to a change in the exchange rate. We do not need to notify You about changes of an editorial art only.
- 15.3 We will assume you have agreed to such changes unless you let us know in writing that you do not accept the changes at least one (1) business day before the new terms come into force. If you do not accept the changes, you have a right to terminate the Agreement with us (see clause 5 of Terms of Use). If You do not agree to the change, You should terminate the Agreement in accordance with the provisions of this Agreement. If You do not do so We will assume that You agree to the change, and it will be implemented upon the expiry of the notice period.
- 15.4 The version of these Agreement displayed on the Mynt Platform at any time shall constitute the binding version and shall render any previous one obsolete. You understand that the Mynt Platform should regularly be checked.

## 16. Guarantee

- 16.1 We will at any time replace a Card reported as being defective. The defective product must be returned to Us in that condition by registered post. Postage costs will be reimbursed by adding them to Your available funds if the product is proven to be defective after being inspected by Our technicians.
- 16.2 If Our inspection of a returned Card reported by You or the Card User as being defective shows this to be incorrect then the Card shall be returned to You or the Card User and We may apply administrative

fees to the Card, which will be deducted from the available funds in accordance with the Schedule.

# 17. Exclusions from the guarantee

- 17.1 The above guarantee is not applicable if:
  - the Card is used in a manner which breaks any important term or repeatedly breaks any term of this Agreement; or
  - you have not taken due care in relation to the storage and/or maintenance of the Card (including by avoiding extended exposure to direct sunlight, exposure to water or high humidity and repeated contact with metal objects such as keys).

### 18. General

- 18.1 Nothing in this Agreement will confer on any third party any benefit under, or the right to enforce this Agreement.
- 18.2 We may assign any of Our rights and obligations under this Agreement to any other person or business, subject to such party continuing the obligations to You herein.

## 19. Limitations of liability

19.1 We can in no way be held liable for any direct or indirect damages or issues caused by the use of Mynt's Platform in the course of business. This includes, but not limited to, use of Cards, use of Mynt's expense management tools, use of accounting integrations, use of our Web Interface and Mobile App, and use of benefits programs provided by us or by third parties.

### 20. Complaints

20.1 Should you wish to contact us or complain about any aspect of our service please contact Customer Support. We will make every effort to reach a resolution to your complaint. If we are unable to resolve your issue to your satisfaction, we will explain the reasoning behind our decision to the extent we are at liberty to do so.

# 21. Law, Jurisdiction and Language

- 21.1 This Agreement and any disputes, which arise under it, shall be exclusively governed, and construed in accordance with the laws of Sweden and subject to the exclusive jurisdiction of the Swedish courts.
- 21.2 The English language version of this Agreement and of any communications and Mynt App content will prevail over any other language version which we may issue from time to time.

### 22. The Card Issuer and the Service Provider of the Card

22.1 Your Card is an electronic money product issued by Mynt pursuant to its licence from the Card Scheme.

# 23. Communication

23.1 We will communicate with you over email and through the Mynt Platform. We will use the contact details that you provided when registering with the Mynt Platform. It is therefore important to regularly read our emails and notifications, and to inform us if your contact information changes. You can configure your communications preferences yourself by logging in to the Mynt Platform.

### **MYNT AB**

# **PLATINUM BUSINESS CREDIT CARD**

### **SCHEDULE**

This Schedule ("**Schedule**"), together with the Mynt Terms and Conditions of Use ("**Terms and Conditions**") regulate the use of the payment Cards and the Mynt Platform. These terms taken together constitute a binding agreement between You and Mynt (collectively termed the "**Agreement**"). Unless specifically stated otherwise, words and expressions in this Schedule have the same meaning and interpretation as defined in the Terms. Please contact customer support should you have any questions.

### **Definitions**

Card scheme: Visa. Visa is a registered trademark of Visa International.

Denominated currency: EUR or SEK, depending on the home currency of your company's registration country. Fees quoted below are per respective denomination currency.

## **Customer support**

The customer service department can be contacted via:

Phone: +46 10 198 0300 (business days 9:00 - 17:00 CET)

E-mail: support@mynt.comWebsite: www.mynt.com

Mynt App

Please note that we reserve the right, after having informed you at the time of the call, to monitor or record the conversations between you and Customer Support for quality assurance purposes and to document what is agreed upon.

### **Transaction fees**

All payments made using your card shall be in the denominated currency. If a card is used to pay for goods and services in a different currency to the denominated currency, the amount payable shall be converted at the Visa conversion rate. To allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your card for a foreign currency transaction (consisting of the mark-up applied by the Scheme as well as the surcharge referred to below) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information in the FAQs on the Mynt App. You accept and agree that Articles 3a (5) and (6) of Regulation (EC) 924/2009 (as amended by Regulation (EU) 2019/518) do not apply and that no electronic message will be sent to you upon making a cross-border currency transaction. Note that exchange rates can fluctuate and that they may change between the time when the Transaction is made and the time when it is settled and billed to you. You agree that any change to the exchange rate may be applied immediately and without notice to you.

### Other fees

Monthly recurring fees	Recurring account and card fees are listed on Mynt's website mynt.com/pricing, or will be communicated to you when you sign up to Mynt's Platform.
	If the service is provided in collaboration with a Card Partner, the partner may provide pricing that differs from Mynt's website.
Card order fee	Mynt has the right to charge a fee per card that is ordered. Information about the fee will be provided at the time when a card is ordered.
ATM withdrawal fee (exclusive of ATM operator fees)	4 EUR or 40 SEK per withdrawal
Card replacement fee (where card is lost, stolen, misappropriated, subjected to unauthorized use or for any other reason)	15 EUR or 150 SEK per card

Additional fee on foreign exchange transactions (1)	1.95% for Essential subscription plan, or if service is provided in collaboration with a Card Partner
	1.5% for Premium subscription plan
Refund handling fee if chargeback / refund request is not valid	30 EUR or 300 SEK

<sup>(1)</sup> Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.