



TERMS AND CONDITIONS for Platinum Visa card

In the Terms and Conditions for Platinum Visa card (hereinafter referred as the Terms) we use the following Parties:

You - natural person, individual, citizen of the countries and states excluding the FATF limitations ([Documents - Financial Action Task Force \(FATF\) \(fatf-gafi.org\)](#))

We - Magua Pay Incorporation, Limassol Cyprus, 6, Vasili Vrionides str., Gala Court Chambers, 5th floor, office 501-502, 3095, Reg. No BC1280142 providing a virtual currency service 1103-11871 Horseshoe Way, 2nd Floor, Richmond, British Columbia V7A 5H5, Canada (herein after referred to as We, Our, Us or Issuer)

&

ExFrame OÜ reg.N14929521 / Estonia address: Rävåla pst 8, Tallinn, Estonia, 10143

Taking into the account that We have the signed CORPORATE PAYOUT AGREEMENT with Ibantek Payments, LLC, with its principal place of business located at 26565 Agoura Road, Suite 200, Calabasas, CA 91302, United States which is acting on behalf of ViaCarte, Inc.

Only for your convenient we have divided our Terms and Conditions for 2 (two) parts:

1. Pricing Information;
2. Terms and Conditions.

1. The Pricing Information includes a range of terms which include different offers for new accounts available under the Terms and Conditions. The combination of terms that could apply to You will differ depending on the specific card offer at the time of application (<https://theplatinum.co/fees>).

The Terms and Conditions contain important information related to cards issued by ViaCarte, Inc. (hereinafter referred as Magua Pay & ExFrame OÜ cards). Please visit <https://theplatinum.co/> for further information.



TERMS AND CONDITIONS

The Terms and Conditions including any changes to it (“Terms”) contain the terms of our Terms with You.

Definitions

The meanings of the terms you see in italics appear in the Glossary section at the end of the Terms. As used here, “you” and “your” mean each *Account* applicant; any person responsible for paying the *Issuer*; and any person responsible for complying with the Terms. “We,” “us,” “our,” and “Issuer” mean card issuing Bank; and its agents, program managers, authorized representatives, successors, and assignees.

Documents

The following documents govern your *Account* with us: (1) the Terms; (2) all *Statements*; (3) any Rewards Program terms, conditions, and disclosures (if there are any); (4) any privacy notices; (5) your Card benefits brochure which describes benefits provided by the *Payment Card Network* for your *Account* or other third parties (if there is any); (6) all disclosures and materials provided to you before or when you opened your *Account*; (7) any other documents and disclosures relating to your *Account*, including those provided online; and (8) any future changes we make to any of the above. Please read these carefully and keep them for future reference.

New Offers in the Future

We may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms for your *Account*. The Terms will still apply.

Account Information

We need information about you to manage your *Account*. This includes: (1) your legal name;

(2) your valid residential address with acceptable proof dated no more than 30 days prior to the date of submitting your application; (3) your date of birth; (4) 2 valid photo IDs or other valid government photo identification; (5) your mobile phone number(s); and (6) your email address. You must tell us when the information changes. We may ask you for additional documents to verify any changes. We may restrict or close your *Account* if we cannot verify your information, or if you do not provide it as requested.

Additionally, we would like to inform you that if your monthly limit is below \$750 USD, you will be subjected to simplified due diligence procedures. This entails that, based on various factors, we will collect only specific portions of the aforementioned information instead of the complete set. However, if you desire to apply for a higher limit, it will be necessary for you to provide additional information.

Load Capacity / Available Balance

When you open your *Account*, we will tell you your Load Capacity. You may add funds to your *Account* at any time, but you may not exceed the Load Capacity. Your balance may not be available for all segments of your *Account*. For example, you may have one Available Balance for purchases and a different one for *Cash Advances*. You are responsible for keeping track of your Section balances and your available credit. We may honour transactions above your credit limits, but if we do these transactions will not increase your credit limit. You are responsible for paying for any transaction you make beyond



your Available Balance. We may also increase, decrease, restrict, or cancel your credit limit on any segment at any time. This will not affect your obligation to pay us. There may be a Security Deposit required to maintain your *Account* and your balances. If this is the case, we will advise you of the amount required, which may increase or decrease over time. If we require a security deposit, it will be returned to you not less than 180 days after closing your account, either by You or by Us. Any fees which may be charged to your account, may reduce the amount of the security deposit which is owed to You.

Security Deposit

When you open your *Account*, you will be advised of any necessary Security Deposit required. The Security Deposit will be debited from your first payment. The security deposit will be returned not less than 180 days from the closure of your *Account* and may be used to pay any unpaid charges or fees posted before or after the closure of your *Account*. The Security Deposit does not accrue any interest whatsoever.

Using Your Account

(1) The Terms applies whether you use your Card or *Account* or not. It will continue to apply even after your *Account* is closed, as long as you have a balance. (2) You must sign the Card immediately when you receive it. (3) You must return the Card to us or destroy it if we ask you to. (4) You must take reasonable steps to prevent the unauthorized use of your Card and *Account*. (5) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go beyond your spending limit or

your *Account* is not in default. (6) We are not responsible for any losses you incur if we do not authorize a transaction. (7) We are not responsible for any losses you incur if anyone refuses to accept your Card for any reason. (8) You may obtain *Cash Advances* and *Transfers* as permitted for your *Account*. You are responsible for any fees charged by the ATM operator for obtaining cash through the ATM network. These fees may be in addition to fees we charge for accessing the ATM network. (9) You must not use, or try to use, the Card for any illegal activity. You are responsible for any charges if you do. (10) We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

Using a PIN

As part of your card activation process you will need to set your personal identification number (PIN). We may allow you to change your PIN from time to time. For security reasons, you may have to provide the PIN before you are able to use your Card. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact Customer Service immediately.

Authorized Users

If you ask us to issue a Card to any other person, they are an *Authorized User*. We may require certain information about them. We may limit their ability to use your Card. They may have access to certain information about your *Account*. You will be responsible for their use of the *Account* and anyone else they allow to use your *Account*, even if you did not want or agree to, that use. Removing an *Authorized User*: If you want to remove an *Authorized User* from your *Account*, you must contact Customer Service and request their removal.



You also must immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your *Account*.

They will be able to use your *Account* until you have notified us that you are removing them from your *Account*. During this time, you will still be responsible for all amounts they charge to your *Account*. You will be responsible even if these amounts do not appear on your *Account* until later.

Authorized Users may remove themselves from your *Account* upon request. We reserve the right to remove them from your *Account* for any reason. To remove them from your *Account*, we may close your existing *Account* and issue a new Card with a new *Account* number.

Your Promise to Pay

You promise to pay us all amounts due on your *Account*. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual Card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Card in person. If you let someone else use your Card, you are responsible for all transactions that person makes.

Statements

We will make available to you one *Statement* each for all Cards on your *Account* at the end of each *Billing Cycle*.

Under certain circumstances, the law may not require us to send or make available to you a *Statement* or may prohibit us from doing so.

Disputed Transactions

You must inspect each *Statement* you receive. Advise us about any errors or questions you

have. If you do not notify us of an error, we will assume that all information on the *Statement* is correct. If we credit your *Account* for all or part of a disputed transaction, you give us all your rights against others regarding that transaction. You will also:

- (1) give us any information about the disputed transaction, if we ask; not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and
- (3) help us get reimbursement from others.

No Warranties

We are not responsible for any claim you may have regarding the purchase of goods or services made with your Card beyond your rights described in the "Billing Rights Summary" on your *Statement*.

Lost or Stolen Card

If your Card is lost or stolen or if you think someone else may be using your Card or *Account* number without your permission, you must block card in your account immediately and contact Customer Service immediately. You will not be responsible for transactions on your *Account* that we find are unauthorized, after the card is blocked. If we reimburse you for unauthorized transactions, you will help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

Fees

Fees may be charged to you for your use of the card. These fees may be charged at the time of a transaction or *Cash Advance*, or they may be charged at a later time. You are responsible for all fees as described in part one of the Terms, even if your card does not have enough funds at the time of the transaction.

Membership Fee



If your *Account* has a membership Fee, we may charge the first membership Fee on the day you activate your Card, on the day of your first payment, or on the day when you use your *Account*, whichever occurs first. If your *Account* terms include a \$0 introductory Fee, we may charge the first Fee when the introductory period ends. If it is an annual Fee, we may then charge it approximately once per year. If it is a monthly Fee, we may charge it each *Billing Cycle*.

Cash Advance Fee

We may charge you this Fee each time you take out a *Cash Advance*. We will treat this Fee as a *Cash Advance* transaction.

Transfer Fee

We may charge you this Fee each time you make a Transfer to another Member.

Transactions Made in Foreign Currencies

If you make a transaction in a foreign currency, the *Payment Card Network* will convert it into a U.S. Dollar amount.

The *Payment Card Network* will use its own currency conversion procedures. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on your *Statement*.

We may adjust the currency exchange rate or charge additional currency conversion *Fees*.

Making Payments

Your payment must be made in U.S. dollars in a form acceptable to us. You will be advised of the methods in which you may make payments to this account. We are not responsible if any financial institution rejects a payment made using our payment services. If you ask someone else to make a payment for you, we

may provide that person with limited *Account* information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it. We may accept payments in other currencies. You may contact us to find out if any currency conversion surcharge applies.

Payment Processing

We may accept and process payments without losing any of our rights. We may delay the availability of funds until we confirm that your payment has cleared and posted to your account. This may happen even if we credit your payment to your *Account*. We may collect returned payments from your account. If necessary, we may adjust your *Account* to correct errors, process returned and reversed payments, and handle similar issues.

Communications

You agree that we may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your *Account*. You agree that we may contact you at any telephone number (including a mobile telephone number that you provide us) and use an automated telephone dialing system or similar device to do so. You agree that we may monitor or record any conversation or other communication with you.

Closing or Suspending Your Account

You may contact Customer Service to ask us to close your *Account*. We may close or suspend your *Account* at any time and for any reason permitted by law, even if you have not requested it. If we close or suspend your *Account* for any reason, you must stop using your Card. You must also cancel all billing



arrangements set up on the *Account*. If we close or permanently suspend your *Account*, you must return or destroy all Cards. You must still pay us all amounts you owe on the *Account*.

Changes to Your Terms

At any time, we may add, delete, or change any term of this Terms, unless the law prohibits us from doing so. We will give you notice of any changes as required by law.

We may notify you of changes on your *Statement* or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes. If we change your *Fees* or other terms of your *Account*, we will notify you as required by law.

The Law That Applies to Your Terms The validity, construction and interpretation of this Terms and the rights and duties of the Parties hereto shall be governed by the laws of Cyprus, without regard to choice of law and conflict of law principles. The Parties submit to the exclusive jurisdiction of the Courts of Cyprus for the resolution of any dispute, difference, controversy, or claim arising out of or relating to the Terms. If any part of the Terms is unenforceable, the remaining parts will remain in effect.

Waiver

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your *Fees* without notifying you and without losing our right to charge them in the future.

Assignment

The Terms will be binding on, and benefit, any of your and our successors and assigns. You

may not sell, assign or transfer your *Account* of the Terms to someone else without our written permission. We may sell, assign or transfer your *Account* and the Terms without your permission and without prior notice to you. Any assignee or assignees will take our place under the Terms. You must pay them and perform all your obligations to them and notus. If you pay us after we notify you that we have transferred your *Account* or this Terms, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

Glossary

- “*Authorized User*” means a person who may use the Card but is not responsible for the repayment of the *Account*.
- “*Balance Transfer*” means a Transfer posted to the purchase segment of your *Account*, including another card on your *Account*.
- “*Billing Cycle*” means the period reflected on a *Statement*. This period may vary in length but is approximately 30 days. You will have a *Billing Cycle* even if a *Statement* is not required. We will often specify a *Billing Cycle* by the month in which its closing date occurs. For example, a “March Billing Cycle” will have a closing date in March. We may also refer to a *Billing Cycle* as a “Billing Period”.
- “*Card*” means any ViaCarte Card associated with your *Account*. This includes all renewals and substitutions. It also means any other access device for your *Account* we give you that allows



you to hold balances, including any *Account* number.

- “*Cash Advance*” means cash or things we consider cash equivalents, including wire transfers, travelers’ checks, money orders, or foreign currency.
- “*Fees*” means charges imposed on your *Account* not based on any Annual Interest Rates.
- “*Payment Card Network*” means the network provider displayed on your Card. This may be Visa International, MasterCard International, or any other network provider.
- “*Special Transfer*” means a Transfer posted to a Segment of your *Account* that is not your purchase Segment or *Cash Advance* Segment.
- “*Statement*” means a document showing important *Account* information, including all transactions billed to your *Account* during a *Billing Cycle*. We may also refer to your Statement as a “Periodic Statement” or a “Billing Statement”.
- “*Transfers*” means amounts transferred from other accounts to this *Account* and includes *Balance Transfers* and *Special Transfers*

June, 28, 2023