

## **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 \(FATF\) \(fatf-gafi.org\)](https://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 555 Burrard St, Office 02-125 Vancouver, BC, V7X 1M8, Canada (herein after referred to as We, Our, Us or Issuer).

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.

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 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 Statements 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 were quest.

### **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 not us. 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

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