General Terms and Conditions for VLoad Digital Card Service.

1.- General

1.1. The Account is set up and managed by Primex Payments d.o.o., with its registered offices located at Strojarska cesta 20, 10000 Zagreb, Croatia, holding OIB number 84324054341 and MBS number 080985910 (hereinafter, the "**Company**", "**We**" or "**Us**"). The Company is an Electronic Money Institution duly authorized by the Croatian National Bank (hereinafter, the "CNB") under license registration number IEN117.

1.2. The Company can be contacted by e-mail at support.eu@vload.com and free of charge by phone at +38513445749.

1.3. The Customer should read these Terms and Conditions carefully as they contain important information about the custome's rights and duties relating to his/her Account. Furthermore, the Customer is obliged to use his/her Account in accordance with these Terms and Conditions. The VLoad Digital Cards purchase through the Account exclusively belong to the person (you, the Customer) who opened the account. The Customer is not entitled neither to transfer the Account nor to transfer the VLoad Digital Card to a third party. The relevant language of these Terms and Conditions is either Croatian or English, as selected by the Customer.

1.4. The purpose of the Account is to purchase digital cards (hereinafter, "**VLoad Digital Cards**"), the Customer can use the VLoad Digital Card with those online retailers and service providers which accept VLoad Digital Cards as means of payment (hereinafter, "Merchant" or "Participating Merchant"). Once the Customer has purchased a VLoad Digital Card the Customer can use it to pay for the purchase of products and services from these Merchants. When a VLoad Digital Card is purchased, Primex Payments is issuing as electronic money the value of the relevant VLoad Digital Card.

1.6. Working days, as per the laws in Croatia, shall be every working day except Saturday, Sunday, public holidays and other non-working days determined from time to time by the law of the Republic of Croatia.

1.7. A business day is a day on which an electronic money issuer issues electronic money.

1.5 For the use of additional services, the Customer may have to accept additional terms and conditions as notified to the Customer when he/she is ordering or using such services. The Customer is advised to print our download and keep a copy of this legal document for future reference. The Customer can always view the current terms on the website.

2.- Conditions

2.1 The Customer must be at least 18 (eighteen) years of age to open an Account and provide and official proof of identity. Primex Payments is entitled to request proof of identity (legible picture) and age from the customer at any time. Each customer may only open one Account. The account must be in the customer's name. It is prohibited to open another Account for the customer or another person. If this regulation is violated, Primex Payments expressly reserve the right to immediately freeze/block the relevant Account and terminate this Agreement. By accepting these Terms and Conditions the customer confirms that he/she will use the account in his/her own name and at his/her own cost, that he/she is the beneficial owner, and that he/she is not acting for the benefit of a third party.

2.2 To open an Account the customer must register online on the website (one-time procedure). As a financial institution, when establishing a business relationship, Primex Payments is obliged to identify the customer and verify the customer identity, as well as assessing and, as appropriate, obtaining information on the purpose and intended nature of the business relationship. To this end, Primex Payments is entitled to ask for proof of the customer's identity, the place of residence, the origin of the funds and to request other documents relating the purpose and intended nature of the business relationship and confirming the accuracy of registration data.

2.3 Primex Payments is entitled to set up quantitative economic limits in the Account, both for the purchase of the products supported by Account and to the individual transactions executed through the Account and/or other limits based on risk assessment in order to protect the Account from fraudulent activity.

2.4 Before the customer can perform transactions, whose amounts exceed the limits defined in the tiers, the customer must upgrade their Account to the relevant tier, this can be done at any moment.

2.5. The Customer may use VLoad Digital Cards only at Internet points of sale that accept VLoad Digital Cards as a means of payment (hereinafter, the "**Merchant**").

2.6 Primex Payments shall be entitled to block certain jurisdictions and/or regions if it is required or advisable in order to comply with the applicable anti money laundering legal framework. As a result, Primex Payments, at its sole discretion, may decide to discontinue or restrict the services in certain regions and/or jurisdictions at any time and without prior notice, therefore, Primex Payments reserves the right to suspend or terminate your Account at any time if Primex Payments is required to do so by law.

3.- Electronic money

3.1. Electronic money is an electronically stored monetary value issued by Primex Payments upon receipt of funds, for the purpose of executing payment transactions at the Internet point of sale to the Merchant.

3.2. Primex Payments is duly authorized to issue electronic money. As an Electronic Money Institution, Primex Payments is supervised by the Croatian National Bank.

3.3. Primex Payments issues the electronic money immediately upon receipt of funds in a value equal to the amount of funds received (at par value). Primex Payments will issue the electronic money without undue delay after receiving the funds.

3.4. Primex Payments will not pay interest or give any other material benefit in relation to the time period in which the Customer has a VLoad Digital Card with issued electronic money.

3.5. Primex Payments will safeguard funds received from the Customer in exchange for issued electronic money in the amount of outstanding electronic money. Primex Payments will store the funds in a special account with a credit institution domiciled in Croatia or a Member State of the European Union or contracting party to the Agreement on the European Economic Area.

3.6. Primex Payments will, at the request of the Customer, redeem at any moment the monetary value of the electronic money (the value of the VLoad Digital Card) at par value.

4.- Account registration and use

4.1. When opening an Account, the Customer is obliged to fill in the online registration by entering the necessary data (Name and surname, valid e-mail address). By sending the completed registration form, the Customer submits a request to Primex Payments to open an Account based on these General Terms and Conditions.

4.2. After opening the Account, the Customer is obliged to submit the appropriate KYC documentation. Primex Payments will review the correctness and accuracy of the submitted documentation and will store it in accordance with the relevant laws and regulations.

4.3. The Account is not a bank account, likewise electronic money is not a deposit. . As a result, by accepting these General Terms and Conditions, you understand that the Account does not fall within the scope of deposit guarantee schemes.

4.4. Primex Payments will not any fees for opening the Account.

5.- Purchase and use of VLoad Digital Card

5.1 The Customer can purchase a VLoad Digital Card by means of paying with a bank transfer, with a debit/credit card or with different alternative payment methods that may enable Primex Payments from time to time. The Customer should be aware that the payment methods available may vary depending on his/her location and the type of VLoad Digital Card that he/she wants to buy. The Customer must be the title-owner of the payment method used for the purchasing of the VLoad Digital Card. Any violation of this requirement is very serious and will be treated as a fraudulent act. The base currency of VLoad Digital Card is EUR, other currencies can be added in the future. The VLoad Digital Card is valid from the moment it is issued and is valid for 6 months. The maximum amount of each VLoad Digital Card is five thousand (5000) EUR.

5.2. The VLoad Digital Card enables the Customer to pay for goods, products and services at any Merchant that accepts VLoad Digital Cards as a means of payment. Each VLoad Digital Card will have its own unique reference number and with the unique Personal Identification Number ("PIN").

5.3 The Customer can use the VLoad Digital Card to make payments at Merchants. The terms and conditions stated on the website of the relevant Merchant will be applicable to the commercial relationship between the Customer and the Merchant. The Customer can use each VLoad Digital Card only one-time.

5.4 The Customer can initiate a payment transaction to the relevant Merchant by selecting the "payment by VLoad Digital Card" option displayed on the Merchant's website. The payment details will be shown and then the Customer shall authorize the transaction. After authorization the payment order will be deemed to have been received. Primex Payments will process the payment order immediately, which means that the Customer cannot cancel the order once it has been authorized.

5.5 Upon authorization the transaction, the funds will be instantly credited to the Merchants and the transaction becomes irreversible.

5.6 The Customer will be able to bundle several VLoad Digital Cards into one (hereinafter, "VLoad Bundled Digital Card"). The Customer won't be able to bundle VLoad Digital Cards from different categories.

5.7 The VLoad Digital Cards may support several categories of spending destination. In this regard, each VLoad Digital Card can only be redeemed at a Participating Merchant that falls within the scope of the relevant category. Primex Payments may require the Customer to choose a category before buying the VLoad Digital Card, if so then then each VLoad Digital Card will clearly visualize the category chosen by the Customer at the moment it was purchased. The Customer will not be able to change the category once the payment of the VLoad Digital Card has been purchased.

5.8. All VLoad Digital Cards are monitored to determine any irregular activity. Primex Payments reserves the right to block a specific VLoad Digital Card for objectively justified reasons related to: (i) security reasons; (ii) suspicion of unauthorized use; (iii) suspicions of money laundering and terrorist financing; (iv) in the case of an order from the law enforcement authorities, including the Office for the Prevention of Money Laundering; (v) a court order to block funds.

5.9. It is prohibited to sell, trade or buy a VLoad Digital Card. This prohibition explicitly applies to so-called "exchange platforms". Also, any further transfer of the VLoad Digital Card (with or without a fee) that is contrary to the regulations on the prevention of money laundering and terrorist financing is prohibited. VLoad Digital Cards can only be purchased from Primex Payments. The customer can check the status of his/her VLoad Digital Card at any time in the Account's dashboard. If the Customer determines that the VLoad Digital Card is defective, the Customer must immediately notify the Company by phone at: +38513445749 (free of charge) or by e-mail to support@globalprimex.eu. issue a new VLoad Digital Card to the Customer.

5.10 Primex Payments may introduce additional security measures for authorization of payments. Primex Payments will notify the Customer in advance. The Customer is obliged to comply with all security procedures and measures implemented by the Company.

5.11. The Customer confirms that he/she will not use the VLoad Digital Card for any purpose that violates the provisions of these General Terms and Conditions or applicable laws. The Customer is personally responsible for such violations and by accepting these General Terms and Conditions he/she confirms that the use of the VLoad Digital Card will not result in a violation of any kind.

5.12. Detailed information regarding the status and history of transactions will be available to at the dashboard. The Customer will be able to review this information at any time.

6.- Rejection of a transaction

6.1. The Customer will not be able to purchase a VLoad Digital Card if: (a) carrying out the transaction would violate applicable laws; (b) there is a well-founded suspicion that carrying out the transaction would constitute an offence or is prohibited to prevent money laundering; (c) access data and/or security parameters have not been supplied or supplied incompletely; (d) the Account is blocked; (e) the Customer's bank account does not have sufficient funds to purchase the VLoad Digital Card; (f) there is a mismatch between the title-owner of the payment method and the account holder of the Account; (g) when there is a high risk of chargeback, or when the third-party providers of payment/banking services deem that there is a high risk of chargeback.

6.2. Primex Payments has the right to refuse a payment transaction to make a payment with a VLoad Digital Card in the case of: (a) The identity of the Customer has not been properly verified by Primex Payments; (b)Suspicions of unauthorized use of the Vload Digital Card; (cc) when the execution of the transaction would constitute a violation of the applicable laws or regulations; (d) if security credentials are not properly provided; (e) Insufficient amount on the VLoad Digital Card for the purchase of goods, products and services; (f) When Primex Payments assesses that the risk of conducting the transaction is unacceptable.

6.3. In the above cases, Primex Payments will inform the Customer of the intention and reason for blocking the VLoad Digital Card in due time. If the Company is not able to notify the Customer before blocking the VLoad Digital Card, it will do so immediately after the VLoad Digital Card is blocked. Notwithstanding the above, Primex Payments does not send a notice on the reasons for blocking the VLoad Digital Card if it is contrary to applicable laws or regulations.

6.4. Primex Payments will unblock the VLoad Digital Card or replace it with a new one if the reasons for blocking the VLoad Digital Card no longer exist.

7.- Redemption

7.1. The Customer shall be entitled at any time to request the redemption its electronic money at par value, in whole or in part. In order to do so, the Customer needs to follow the instructions provided by Primex Payments. In the redemption request, the Customer is obliged to submit the serial number of the VLoad Digital Card, the redemption amount, bank account. Customer needs to provide the details of its bank account in which he/she is the account holder. Moreover, the ban. In order to fulfill its legal obligations, the Company may request other necessary information from the Customer before processing the Customer's request for Redemption.

7.2 Primex Payments will execute the redemption of the electronic money without any undue delay. Primex Payments will only charge a fee for the redemption of electronic money in the following scenarios: (i) Redemption is requested before the contract expires; (i) Redemption is requested after the expiration of one year from the termination of the contract;

8.- Security

8.1 The Customer must keep the VLoad Digital Card safe and protect it from access by any third parties. The Customer shall not give the details of the VLoad Digital Cards to any third party. All transactions made using security credentials will be treated as being authorized by the Customer. If the Customer believes any transaction has been incorrectly executed, the Customer must notify Primex Payments as soon as possible.

8.2 To maintain the security of the Account, Primex Payments is authorized to contact the Customer (for example OTP). To this end, the customer shall be responsible for ensuring that the mobile telephone number provided are accessible, and for immediately retrieving and reading any messages sent to them by Primex Payments in order to prevent unauthorized use of the Account and/or the VLoad Digital Card. Consequently, at any time, Primex Payments is authorized to ask the Customer to prove that their personal data is accurate and up to date, by providing appropriate evidence.

8.3 The Customer is obliged to protect the security credentials safe from third parties and protected.

8.4 If the customer notices that their access data or security parameters have been lost, stolen, misused, or used in any other unauthorized way, they shall contact Primex Payments without undue delay by telephone +38513445749 support.eu@vload.com to have the Account blocked.

8.5 Credit card information is handled in compliance with PCI DSS requirements and with respect to the strictest IT security practices.

8.6 Please note that the staff of Primex Payments will never ask the customer to provide his/her password by phone, e-mail or in any other way. The username and password shall only be entered directly on the website of Primex Payments.

9.- Data and identification

9.1. Primex Payments will require to identify the Customer and obtain the necessary data and documentation on the purpose and intended nature of the business relationship.

9.2. Primex Payments has the right to request proof of the Customer's identity, place of residence, origin of funds used to purchase the VLoad Digital Card and request other documents related to the intended nature of the business relationship.

9.3. Pursuant to the regulations defining the Prevention of Money Laundering and Terrorist Financing, the Customer is obliged to submit appropriate documentation. Primex Payments checks the correctness and accuracy of the submitted documentation and stores them in accordance with the relevant regulations. As part of the collected documentation related to a specific threshold, Primex payments may change the types of documents that need to be submitted, if it does so, it will update the information on the Company's website and inform the Customer.

9.4. A Customer who is a resident or a citizen of a state that is on the list of prohibited states cannot open an Account.

10.- Complaints and objections

10.1. If the Customer considers that an unauthorized payment transaction performed with his/her VLoad Digital Card or an authorized transaction has not been executed, was improperly executed or was executed with a delay, he/she can submit a written statement and/or complaint to Primex Payments via e-mail to the address: support.eu@vload.com

10.2. Upon receipt of the written statement and/or complaint from the previous section, Primex Payments will immediately carry out the procedure for determining the unauthorized payment transaction and will inform the Customer about the steps taken and in case his claim is correct, no later than the end of the first working day after receiving the written statement and/or complaint, will proceed to take the appropriate actions.

10.3. In the event that the Customer disputes a payment transaction due to discrepancies with the Merchant, the Customer is obliged to resolve the complaint directly with the Merchant.

10.4 If the Customer believes that Primex Payments has breached its obligations, which does not relate to the execution of transactions (unauthorized or improperly authorized payment transaction), he can within 30 (thirty) days from the said event, submit a complaint to the email address support.eu@vload.com or to the registered address of Primex Payments d.o.o. (Strojarska cesta 20, 10000, Zagreb, Republika Hrvatska.). In this regard, the Company does not respond to anonymous complaints. Failure to comply with the deadline for objection is interpreted as an approval of business practice and it is considered that the Customer has no additional requirements other than those arising from the business relationship itself.

10.5. The Company will issue an acknowledgement of receipt of the complaint in accordance with the applicable regulations. Inquiries submitted orally (by telephone) are not considered complaints and, if possible, are resolved immediately upon receipt. If it is not possible to resolve the complaint immediately after its receipt, upon receipt of a duly completed complaint form, it is submitted to the organizational unit of Primex Payments responsible for resolving the complaint. In the event that the complaint does not contain all the necessary information, the Customer will be asked to supplement or re-submit the complaint form. Primex Payments will provide a response to the complaint in the manner in which the complaint was addressed.

10.6. The Company will respond to the duly received complaint to the Customer within a period of 10 (ten) days from the date of receipt of the written complaint. In cases where the resolution of the complaint may take longer than expected due to reasons beyond its control, Primex Payments will provide the complainant with an interim response within ten (10) days stating the reasons for the delay and within thirty-five (35) days to submit a final answer. In the final response to the complaint, the Customer will be referred to the possibility of filing a complaint with the Croatian National Bank.

10.7. Primex Payments keeps records of complaints in electronic form, which contains information on the date of filing the complaint, the Customer, its contact information, the content of the complaint, any amendments to the complaint and the date of response to the complaint.

10.8. If the Customer considers that Primex Payments to these General Terms and Conditions or the relevant laws, he/she may also file a complaint with the Croatian National Bank as the competent authority.

10.9. In the event of a complaint, Primex Payments will investigate the merits of the complaint and, in the event of a complaint, will act in accordance with the Customer's request and legal provisions.

10.10. In all disputes between the Customer and the Primex Payments arising in connection with the business relationship, the Customer may submit a proposal for conciliation to the Conciliation Center of the Croatian Chamber of Commerce located at Roosveltov trg 2, Zagreb, Tel: +385 1 484 8615, web: www.hgk .hr, e-mail: mirenje@hgk.hr or any other body responsible for alternative dispute resolution. Primex Payments will actively participate in the alternative dispute resolution procedure initiated by the Customer.

10.11. By accepting these General Terms and Conditions, the Customer confirms that he is familiar with the methods of filing a complaint and the deadlines within which he will be given a response to the complaint and the right to file a complaint to the Croatian National Bank.

11.- Responsibilities

11.1. If the Customer has disagreements, objections or complaints regarding the purchase or purchase of products or services paid with the VLoad Digital Card, he/she should resolve these disagreements, complaints or complaints with the relevant Merchant. Primex Payments is not responsible for the quality, security, legality or any other circumstance related to the products, services or digital content purchased with the VLoad Digital Card.

11.2. In the event of a payment being made incorrectly due to an error in Primex Payments' system, Primex Payments shall, as soon as practicable, refund the Customer the appropriate amount. This does not apply to losses incurred by the Customer who acted falsely or endangered the security of the Account with extreme negligence or the Customer who does not dispute or warn of an incorrectly executed transaction (note: within 13 months since the transactions was made).

11.3. The Customer shall be responsible for any tax liability obligation derived from the payments done using VLoad Digital Cards.

12.- Fees

12.1. Primex Payments does not charge the Customer any fee for the issuance of the electronic money. Primex Payments does not charge any fee for the sale of the VLoad Digital Cards.

12.2. When purchasing a VLoad Digital Card, the Customer's bank may charge a transaction fee. In this regard, the Customer confirms that he/she is responsible and that he/she bears all fees applied by his bank or the financial entity that manages the payment method used by the Customer when purchasing the VLoad Digital Card.

13.- Notification of delays, interruptions and malfunctions

13.1. If the Customer notices any indication of a malfunction of the VLoad Digital Card, he/she can inform Primex Payments by sending an email to support@globalprimex.eu or calling to the phone number +38513445749.

13.3. Primex Payments will respond to this request in Croatian or English.

14.- Force majeure

14.1. Primex Payments shall not be liable for potential economic loss, delay or inadequate performance if caused by extraordinary circumstances beyond the Primex Payments' reasonable control, including, without limitation, fires, floods, explosions, war, strikes, embargoes, government requests, requests from civilian or military authorities, illegal actions, or any other reason beyond the reasonable control of Primex Payments.

15.- Data protection

15.1. Due to the functionality of the electronic money issuance system, it is possible to collect personal data such as name, telephone number, OIB and others. Primex Payments collects and uses personal data in order to provide the service to the Customer and has an obligation of confidentiality towards them. Primex Payments protects the Customer's personal data from unauthorized access, use or disclosure. The data is stored in a controlled and secure environment, protected from unauthorized access, use or separation.

15.2. The Customer expressly allows Primex Payments to process and store the data provided by himself/herself for the purposes of providing the Services. This does not affect the respective rights of Primex Payments and the Customer to the legal obligations on personal data protection. The Customer can withdraw consent by closing hi/her Account. In that event, Primex Payments will cease to process Customer's data for that purpose, but will continue to process the data for other purposes for which the Company has legal obligations, such as when the Company is required by law to keep transaction data to comply with AML obligations.

15.3. The Customer's personal data is processed in accordance with applicable laws and regulations. Primex Payments is the data controller and is used exclusively for the purpose of providing the Services. Primex Payments also may use the Customer’s personal data together with other data collected or generated during the business relationship with the Customer, such as transaction data, transaction history, purchased and used VLoad Digital Cards and others, all for the purpose of providing the Services.

16.- Term and termination

16.1. These General Terms and Conditions are concluded for an indefinite period of time.

16.2 The Customer may terminate this Agreement at any time by sending an e-mail to the Company or closing the Account.

16.2. Primex Payments is authorized to terminate the Contractual Relationship by giving two (2) months' notice by e-mail to the e-mail address provided by the Customer.

16.3. In the event of a justified reason, Primex Payments may at any time terminate the contractual relationship with the Customer with immediate effect by sending a message to the e-mail address provided by the Customer, regardless of other provisions (extraordinary termination). The reasons for the extraordinary dismissal are:

a) The Customer has not provided or provided accurate information about his identity or has hidden other material facts;
b) The Customer has violated the provisions of these General Terms and Conditions;
c) There is a reasonable suspicion that the Customer has committed an illegal act or violated the anti-money laundering provisions;
d) The Customer uses the account illegally;
e) fraudulent behavior of the Customer;
f) there are security doubts;
g) Primex Payments is obliged to terminate the contract without notice for legal or legal reasons.

16.4. Upon the entry into force of the termination of the Agreement, the Customer's Account will be deactivated. Primex Payments will redeem the electronic money at the time of deactivation less any redemption fees, if any.

17.- Amendments to the General Terms and conditions

17.1. Primex Payments is authorized to amend these General Terms and Conditions if it reasonably deems it necessary. If the Company intends to do so, it will notify the Customer two (2) months before each amendment.

17.2 If the Customer does not object in writing within two (2) months after their publication, the changes are considered accepted and become an integral part of the General Terms and Conditions. Prior to the entry into force of the amendment, the Customer has the right to terminate the contractual relationship.

17.3. Changes to these General Terms and Conditions of the Customer will be notified by e-mail to the email address provided to Primex Payments when opening the Account.

17.4. Addition of features or functionalities shall not constitute an amendment to the Agreement.

18.- Transfer of contractual obligation

18.1. The Customer agrees that claims against the Company (if any) based on these General Terms and Conditions will not be pledged or assigned to a third legal or natural person, not limited to receivables from the account.

19.- Notice to Customers

19.1. Primex Payments sends each notification to the Customers via the contact details provided by the Customer to Primex Payments.

20.- Applicable law

20.1. In the event that any dispute between Primex Payments and the Customer is not resolved by means of good faith negotiations, the Parties agree that the court of Zagreb should be competent and Croatian law shall be applicable.

20.2. This Terms and Conditions have been drafted in English language. The Parties agree to use English as language of communications.

21.- Entry into force

21.1. These General Terms and Conditions shall enter into force on the day of obtaining the approval for the provision of electronic money issuance services.