

# Cardholder agreement for the SocialCard (Version 24.01.2024)

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## Scope of application and contracting parties

The Cardholder agreement for the SocialCard contains the contractual provisions agreed between you and secupay AG regarding the issuance and use of the SocialCard. If we enter into special cardholder agreement with you, in the form of an attachment to this Cardholder agreement, the provisions of the special cardholder agreement shall take precedence in the event of deviations from this Cardholder agreement. Please read this Cardholder Agreement carefully. If you do not understand any of the provisions, please contact customer service using the contact details in chapter "Customer service and complaints".

## Definitions

**Authorisation code** is the code that is sent to you by email and is required to activate the Card in the secupay app.

**Available amount or limit** means the amount for use with the Card.

**BaFin** (Federal Financial Supervisory Authority), Graurheindorfer Str. 108, 53117 Bonn, is the competent supervisory authority for this Cardholder agreement.

**Merchants** refer to the Visa acceptance partners where you can make purchases with the Card.

**Card** means the SocialCard provided to you - in accordance with this Agreement - whether issued digitally or physically as a plastic Card.

**Card code** means the code you receive by email to activate the Card in the secupay app.

**Card number** means the 16-digit Card number on the front of your Card.

**Cardholder, you, your, etc.** means the person who has received the Card and can use the Card to make payments in accordance with this Agreement.

**Card organisation** means Visa.

**Customer Service** means the customer service team that handles with questions and concerns relating to the Card.

**CVC** is a three-digit code for secure internet payments that can be found on the back of the Card. Each CVC entry for an online payment serves to prove the identity of the person using the Card.

**Donor** means the local authorities, public authorities, social institutions or comparable institutions that provide the funds to cover the payments made with the Card.

**Full Debit Amount** means the payment amount plus applicable fees by which the available amount is reduced if charges are incurred in accordance with chapter "Charges" of this Agreement.

**Link** means the link to the App Store or Play Store to download the secupay app.

**Legal Regulatory Provisions** means all applicable laws and regulations and any guidelines issued by relevant regulatory authorities and Card organisations.

**Mobile App or App** means the secupay App available in the App Store and the Play Store.

**Agreement or Cardholder Agreement** includes the provisions contained in this document as amended from time to time.

**PIN** means the personal identification number for the use of your Card.

**Service partner** is Publk GmbH, your contact for questions and problems with your Card. You can find all contact details at <https://www.socialcard.de/cardservices>

**Transaction** means any purchase made using your Card.

**Website** means the website [www.socialcard.de](http://www.socialcard.de) through which You may access Our Customer Service and which contains a copy of the respective current Cardholder Agreement.

**We, us, our, etc.** refers to secupay AG, Goethestraße 6, 01896 Pulsnitz, which issues the Card in cooperation with Paynetics AD, a member of Visa. secupay AG is a payment institution within the meaning of the German Payment Services Supervision Act (Zahlungsdienstleistungsaufsichtsgesetz, ZAG) and is registered with the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin) under registration number 126737.

## Ownership of the Card

The Card is a payment instrument given to you based on a benefit claim and may only be used for purposes for which the benefit was decided. The Card is a Visa debit Card. The Card can be used to make payments for the amount of the benefit provided.

## Receipt and activation of the Card

### Conclusion of the agreement

When applying for the support service from the Donor, you have identified yourself to the responsible employee of the Donor and have received our information sheet and this Cardholder Agreement. You agree to the Cardholder Agreement by signing a corresponding form at the card issuing office of the donor. The Agreement is still available to you in the secupay app and on our website <https://www.socialcard.de/cardservices>.

### secupay app

We will send you an email with a link, an authorisation code and a Card code. If you follow the link, you can download the secupay app from the App Store for Apple devices or from the Play Store for Android devices.

After installing the app, you will be asked to enter your phone number. You will then be asked to define the 4-digit PIN and , on the following screen, to enter the activation code received by SMS.

### Virtual Card

After installing and activating the app, you can add your Card to the secupay app. Select 'Add Card' and enter the authorisation and Card code received by email. The Card is now linked and ready for use.

### Physical 'plastic' Card

In certain circumstances and if the Donor participates in the physical Card programme, we may also issue you with a physical Card. You will receive the PIN for your Card by email, by SMS or online via [www.socialcard.de/cardservices](http://www.socialcard.de/cardservices). The secupay app is not mandatory for using the Card.

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You can also manage the physical Card in the secupay app by entering the authorisation code and Card code you receive by email.

### Apple Pay and Google Pay

If you have installed Apple Pay on suitable Apple devices or Google Pay on suitable Android devices, you can activate the Card for Apple Pay or Google Pay in the 'Cards' area of the secupay app.

## Use of the Card

### Use in stationary shops

You can use your Card to purchase or rent goods and services from brick-and-mortar merchants that accept Visa debit Card payments by entering your PIN on demand or using your smartphone with Google Pay or Apple Pay to authorise your payment. The authorisation of a payment order is for a specific amount, a preauthorisation can also be for an unspecified amount. A payment order is considered authorised when you authorise the payment order at the point of sale, following the instructions of the retailer. This may include the following in some circumstances:

- Entering the transferred PIN when the stationary retailer's terminal requests a PIN number;
- Release on the smartphone by biometric features or PIN entry.

In the case of contactless payments for amounts below a maximum amount set by the Card organisation, the PIN may not be entered. For Germany, this amount is EUR 50.00 as of 1 November 2022.

### Use in e-commerce

In order to use the SocialCard for online payments, you must have provided the Donor with a mobile phone number when registering. Subsequent notification is not possible. For online payments, the authenticity of the Card must be confirmed by entering the CVC and a one-time verification code. To provide additional security when making online payments, all issued Cards are registered with the Secure Online Payments (3-D Secure) service Verified by Visa. Each time you make a payment on the websites or in the apps of merchants participating in the Verified by Visa program, you will receive a text message (SMS) or a push message in the secupay app containing a one-time verification code for the payment. When you enter the one-time verification code, secure 2-factor authentication takes place to authorise the transaction. In the event of misuse of the Card on the Internet after third parties have become aware of the CVC and payments made with the Card to merchants who do not participate in the Verified by Visa program, we will not be liable, and any damage incurred will be charged to your limit. We are also not liable for any damage resulting from your failure to receive a text message containing a verification code because your mobile phone provider does not deliver such notifications, or you have provided an incorrect mobile phone number.

### Restrictions on the use of your Card

We may refuse to execute a payment transaction ordered with the Card if it does not comply with the requirements described in this Cardholder Agreement and in particular if:

- you have not given a specific order or have given an incomplete order to execute the payment order;
- we have reasonable grounds to suspect that the payment order is unauthorised or linked to fraud or illegal activity;
- the payment order violates the set limits;
- a supervisory authority or a law so orders;

- it is technically impossible to execute the payment order due to circumstances for which we are not responsible.

The Card cannot be used as proof of identity. We will refuse authorisation requests from merchants who use the Card for identification purposes.

### Information on payment transactions

Information about card transactions and all fees charged can be accessed at any time in the secupay app. Statements shall not be provided on paper. Obtaining additional information or obtaining information in a manner other than that described herein is chargeable to you and will be charged at cost.

### Increase of the amount available

Provided you receive other benefits from the Donor, the Donor may instruct us to increase the amount available with the Card. There is no other method for increase of the amount available with the Card.

### Duties of care when handling your Card

Treat your Card like cash and keep it safe. Do not let anyone else use your Card. You must observe the following rules in order to avoid cases of Card misuse and to avoid liability due to gross negligence in the event of a claim. This results in the following duties of care and cooperation:

- Generally keep your Card and PIN separate;
- Protect the Card and your smartphone from unauthorised access;
- Protect the PIN from third parties. This also applies to entering the PIN at ATMs and POS terminals. Do not write the PIN on the Card under any circumstances;
- Do not give the Card number or your smartphone to third parties;
- Carefully check the transaction information in your secupay app or online under [www.socialcard.de/cardservice](http://www.socialcard.de/cardservice).

### What to do if your Card is lost or stolen

You must inform us immediately if your physical Card is lost or stolen. Please contact our customer service via the contact form on the website at [www.socialcard.de/cardservices](http://www.socialcard.de/cardservices). A block can be issued by stating the Card token. Therefore, please make a note of your Card token.

If your smartphone is lost or stolen, you can prevent unauthorised payments being made with your card on Apple Pay / Google Pay by: Remotely locking your device using the Find my app / Find My Device services to mark it as lost and remove the card from the wallet. Afterwards you must return to the corresponding municipality in order to lock the card and receive a newly issued card.

Until such a Card blocking order is issued, the refund of a payment amount is excluded, regardless of whether you as the Cardholder are at fault.

### Dealing with non-executed or incorrectly executed payment orders

In the event of an unauthorised or incorrectly executed payment transaction, we will refund the payment amount to you immediately, but no later than the end of the business day following the day on which it was proven to us that the payment transaction was unauthorised or incorrect.

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You can raise an objection to an unauthorised or incorrectly executed payment transaction up to 13 months after your Card has been debited via our contact form at [www.socialcard.de/cardservices](http://www.socialcard.de/cardservices).

However, if investigations reveal that a dispute payment order to which you have objected has been authorised by you or that you have fraudulently or grossly negligently breached your obligations described in this Cardholder Agreement (e.g. by failing to keep your Card safe), we will not refund the amount of the disputed payment order and we will charge your Card a flat rate of EUR 20.00 to reimburse our expenses. The charge may result in a reduction of the amount available. You have the option to prove to us that our expenses are less than EUR 20,00.

#### Disagreement with merchants and warranty

If you have a dispute with a merchant about a purchase made with your Card, this must be resolved with the merchant from whom you purchased the goods or services. The merchant is responsible for any warranty relating to the goods purchased or services received. We are not responsible for the quality, safety, legal compliance or any other aspect of the goods or services purchased with your Card. Please note that once you have used your Card to make a purchase, you cannot revoke the authorisation of a payment order and we cannot technically stop the payment order from continuing. Refunds for returned goods may be credited back to the Card subject to the retailer's instructions. Refunds to the Card may take up to ten (10) banking days from the time the merchant submits the chargeback request to the Retailer to be credited to the Card in accordance with the merchant's banking process and the length of this period is beyond our control.

#### Foreign currency payment not in EUR

If you make purchases or ATM withdrawals in a currency other than Euro, the charges will be converted to Euro in accordance with the Card Organisation rules. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or the date when it is applied to the Card limit. Card limit may vary due to exchange rate fluctuations. In addition, the fees listed in chapter "Charges".

#### Customer service and complaints

Services related to the Card are provided by the Service partner. If you are dissatisfied with your Card or the way it is administered, please contact the Service partner via the contact form at [www.socialcard.de/cardservice](http://www.socialcard.de/cardservice) so that we can investigate the circumstances and cause of the complaint.

You may also file a complaint with the German Federal Financial Supervisory Authority ("Bundesanstalt für Finanzdienstleistungsaufsicht"), Graurheindorfer Str. 108, 53117 Bonn and Marie-Curie-Str. 24-28, 60439 Frankfurt am Main, regarding violations by the Issuer of the provisions of the German Payment Services Supervision Act ("Zahlungsdienstleistungsaufsichtsgesetz – ZAG"), Sections 675c to 676c BGB and Article 248 of the Introductory Act to the German Civil Code.

In addition, you can file a complaint with the Arbitration Board of the Deutsche Bundesbank (P. O. Box 11 12 32, 60047 Frankfurt am Main) pursuant to Section 14 of the German Injunctions Act ("Unterlassungsklagengesetz").

#### Your liability

Unless you acted fraudulently or without reasonable care your maximum liability for any transactions on your Card after your Card

or PIN becomes lost, stolen or used by someone without your permission up to the time you notify us will not exceed 50 EUR. Once you have notified us of the theft, loss or misuse of your Card we will cancel the Card and may refund the available amount to your Donor.

#### Our liability

Where the Card is faulty due to our fault, our liability is limited to the replacement. Where sums are deducted from the Card due to our fault, our liability shall be limited to refunding an equivalent amount to the deducted amount or where the Card has expired to repayment of an equivalent amount. In all other circumstances, our liability shall be limited to the refund of the amount previously available. Nothing in this Cardholder Agreement is intended to, nor shall have the effect of, excluding or limiting our liability: (i) for death or personal injury caused by our negligence; (ii) for fraud or wilful misconduct; or (iii) which may not otherwise be restricted or excluded under applicable law.

#### Blocking the Card

We may block or suspend the Card and terminate this Cardholder Agreement if your Card:

- is lost;
- is stolen;
- is damaged in such a way that it is no longer usable;
- has a malfunction or
- is misused.

Furthermore, we have the right to permanently prevent the possibility of using the Card if, taking into account all the circumstances of the individual case and weighing up the interests of both parties, we cannot reasonably be expected to continue to provide the Card. This is particularly the case if you seriously or repeatedly violate this Cardholder Agreement or if external circumstances make it impossible for us to continue issuing the Card.

Lost and stolen Cards will be replaced upon request on our website and will receive a limit equal to the amount still available on the predecessor Card.

#### Expiry of the Card

The expiry date of the Card is printed on the front of the physical Card or, in the case of digital Cards, is shown to you on the Card image in the app. After the Card expires, you can no longer use the Card. No further transactions will be processed, and you will no longer be able to use the available amount remaining on the Card unless you have received a subsequent Card.

#### Termination of the Agreement

The Agreement shall be made for a validity period coinciding with the validity period of the Card, including, to the extent applicable, in the cases of reissuance of the Card.

The Agreement shall be terminated:

- by you:
  - a) in accordance with the chapter "Amendment of the Cardholder Agreement" below;
  - b) with one month's notice in text form;
- by us:
  - c) if the entitlement to benefits from the Donor ceases;
  - d) with one month's notice in text form;
  - e) after warning – if applicable – without notice: in case of breach of the provisions of the Agreement by you;

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- f) if this is a requirement imposed to us by a regulatory authority or a Card Organisation, or it is required in order to comply with regulations or prohibitions on money laundering or terrorist financing;
- g) in other cases, provided for by law or in this Agreement.

Upon termination of the Agreement, your right to use the Card shall be terminated and the Card shall be deactivated. You shall be responsible for all transactions performed prior to termination of the Agreement, their resulting liabilities and any other obligations relating to the use and servicing of the Card prior to such termination.

Disputed transaction fee according to chapter "Dealing with non-executed or incorrectly executed payment orders"	EUR 20.00 per transaction
Rejected chargebacks	EUR 25.00 per transaction

## Amendment of the Cardholder Agreement

This Cardholder Agreement may be amended and modified by us unilaterally at any time with effect for the future. The amended Cardholder Agreement will be sent to you in text form at least two (2) months before the planned date of entry into force and you will be informed separately in this context of the new provisions and the date of entry into force.

If you do not object within 60 days of such notice, you will be deemed to have consented to such change or modification. If you do not agree to any change, you may terminate this Cardholder Agreement at any time by giving textual notice to the Service Partner using the contact form at [www.socialcard.de/cardservices](http://www.socialcard.de/cardservices). In case you have informed us that you do not accept the changes, this Agreement shall be terminated within seven days after providing the notice in accordance with the preceding sentence.

## Other provisions

The place of performance is the registered office of secupay AG. German law shall apply to the exclusion of international private law. The language of this Agreement and the communication thereunder shall be German.

By accepting this Cardholder Agreement, you agree that we may send you messages by SMS and email and may also call you for risk prevention purposes.

## Charges

Limit enquiries and 20 payment orders in stationary trade per month are free of charge. For transactions not included in this, the full debit amount including the following fees will be charged.

Transaction fees	<p>EUR 0.10 per e-commerce payment order with Push TAN;</p> <p>EUR 0.15 per e-commerce payment order with SMS TAN;</p> <p>EUR 0.08 in stationary trade from the 21st Card use in a calendar month per payment;</p> <p>EUR 2.00 per cash withdrawal at an ATM, plus any fees charged by the ATM operator, if applicable.</p>
Foreign currency payments not in EUR	0.95% of the payment volume
Card fee in months without donation	EUR 1.50 per month

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