Maps.me Card Terms & Conditions

N2 Capital AG, a company incorporated in Zug, Switzerland whose registered office is at General-Guisan-Strasse 6, 6300 Zug, Switzerland ("N2", "we", "us", "our") holds a virtual mobile app-based payment card ("Maps.me Card") which we permit you to use as an authorised user ("User", "you", "your") to make payments for goods and services.

These terms and conditions (the "Terms and Conditions"), which you can find on the Maps.me mobile application used in connection with the Maps.me Card (the "App"), apply to your use of the Maps.me Card. These Terms and Conditions set out the legally binding agreement between you and us as to how we will make available the Maps.me Card to you, our obligations to you, and your obligations to us. Please read them carefully and keep a copy for your records.

1. Agreement

- 1.1 You agree that we may communicate with you in the English language. You can contact us via support chat inside Maps.me Wallet, by email support@n2.org or telephone on the contact number (for card blocking only) which can be also provided via support email or chat.
- 1.2 You confirm that any information you provide us with is true, accurate and up-to-date. You must keep your personal details up to date. If we contact you in relation to your use of the Maps.me Card we will use the most recent contact details you have provided to us.
- 1.3 By using your Maps.me Card, you are agreeing to these Terms and Conditions and our privacy policy (which also covers cookies), which sets out how we may collect, store and process your personal data and our use of cookies (the "Privacy Policy"). A copy of our Privacy Policy is available on the Maps.me website Maps.me Card Privacy Policy and also available upon request via support chat.
- 1.4 These Terms and Conditions will continue in full force and effect until such time as they may be terminated in accordance with their provisions.
- 2. Our status under financial services regulations
- 2.1 N2 is not subject to Swiss banking regulation nor to Swiss consumer credit regulation. However, N2 is subject to Swiss AML-regulations.
- 3. What is the Maps.me Card?
- 3.1 The Maps.me Card is a payment card which enables you to use your assets to make payments for goods or services (each a "Transaction"). At all times, we are the holder of the card which we permit you to use as an authorised user of the card.
- 3.2 In order to use your Maps.me Card, you must create spendable balance. In order to do this, you will first need to upload (or top up) a spendable value (Digital Assets) into your VA Wallet using a debit or credit card or with a transfer of Digital Assets from another wallet using the VA Wallet's address or from another Maps.me Wallet user. After that you will need to authorize N2 to withdraw, upon transaction initiation, within certain limit, your underlying assets stored in the VA Wallet (that is when your spendable balance is created). N2 does not provide any custody services which means that, when you link the assets in your VA Wallet (your "Assets") to the Maps.me Card, such Assets remain in your possession and control to do with as you wish and you can withdraw your authorization to N2 at any time before a Repayment obligation is created in accordance with 3.3.
- 3.3 By using the Maps.me Card to enter into Transactions, you are creating a repayment obligation owed by you to N2 for the value of the Transaction (the "Repayment Obligation"). In order to satisfy the Repayment Obligation, you hereby actively authorise and instruct N2 to immediately withdraw sufficient value of Assets from your spendable balance of your VA Wallet to meet the Repayment Obligation. Accordingly, we will only authorise a Transaction in the first place if (i) the value of the Assets in your VA Wallet is sufficient to cover the amount of that Transaction (including any relevant costs and Fees, where applicable). It is your responsibility to ensure that the Assets within your VA Wallet have sufficient value and sufficient spendable balance to meet the cost of any Transaction and, in turn, the Repayment Obligations owing to us at any time.
- 3.4 The Maps.me Card is a corporate card which is issued directly to us by a third party issuer appointed by us from time to time ("Issuer"). We permit you to use the Maps.me Card subject to these Terms and Conditions. You therefore have no direct relationship with the Issuer, and any Repayment Obligation you owe from time to time will be directly owing to us and not to the Issuer.
- 4. Applying for a Maps.me Card

- 4.1 In order to be eligible for authorisation to use the Maps.me Card, you must apply through the App and:
- (a) not be resident of the United States or in any locations we have prohibited from time to time; and
- (b) be at least 18 years of age and intend to use the Maps.me Card only in a lawful manner for lawful purposes.
- 4.2 During the application process, you will be required to:
- (a) provide personal details and supporting documentation (this might include your full name, residential address and postcode, mobile number, e-mail address and date of birth as well as certain financial details such as your occupation and source of funds) so that we may verify your identity and carry out any necessary know-your-customer (KYC) checks; and
- (b) confirm that you have read and accept these Terms and Conditions.
- 4.3 Once we have received and approved your application, we will authorise your use of the Maps.me Card via the App and let you know that we have done so.
- 5. Creating a spendable balance on the Maps.me Card
- 5.1 Creating Spendable Value. In order for us to be able to authorise your Transactions, you will need to create a spendable balance with us in your VA Wallet. You can do that by first topping up your balance held in your VA Wallet using your chosen method (with a payment card or with a digital assets transfer).

We refer to the value of the Assets in your VA Wallet which you have chosen to link to your Maps.me Card as the "Spendable Value".

- 5.2 Spendable Balance. Within your Spendable Value, you are also able to specify an approved balance, which acts as a cap on the amount of your Spendable Value that N2 is authorized to withdraw and use to repay for Transactions at any given time ("Spendable Value"). You Approve Balance and see your Spendable card balance in the App.
- 5.3 Valuation of Assets. We will value the Assets based on their current market value and will present the associated Spendable Value in the relevant currency in the App. The value of the Assets will fluctuate in real time in accordance with the value of the Asset on the open market, and through the App you will be able to view the value of your Assets at any time.
- 5.4 Exchange rate of Assets. You can use any currency to create Spendable Value in your VA Wallet, however, you are only able to link certain supported Assets to your card. You can request information on supported Assets which can be linked with your Maps.me Card in the support chat of the App. In relation to Transactions, N2 will convert the currency of any Transaction before taking the relevant value of Assets from your VA Wallet to satisfy the Repayment Obligation.
- 5.5 Status of Spendable Value and Spendable Balance.
- (a) The Spendable Value is the maximum amount, held in your VA Wallet and displayed through the App, which can be used to create a Spendable Balance. Spendable Balance is the maximum amount, displayed through the App, that is available for spend through the Maps.me Card. If you have set a Spendable Balance, then this will also appear in your App.
- (b) Please note that although you will potentially be able to initiate Transactions up to the maximum amount of the Spendable Balance, we will authorise spend on the Maps.me Card on an individual Transaction basis and reserve the right to refuse or reject any Transaction for any reason.
- (c) Your Spendable Value and your Spendable Balance will be displayed in the App in the relevant currency depending on the value of your Assets linked to the VA Wallet and to the Maps.me Card in the VA Wallet, accordingly. N2 does not provide custody to the assets in your VA Wallet. This means that we will not hold any of your Assets, you will continue to hold them in your own digital wallet, and you are free to do with them as you wish. We will only receive into our possession your Assets when you make a Transaction and by doing so you simultaneously agree to give us Assets that are sufficient to meet your Transaction amount.
- (d) Please note that the Spendable Value and/or Spendable Balance are not a deposit and you do not have any right to seek compensation under the UK's Financial Services Compensation Scheme, Swiss Depositor Protection Scheme (or any other similar scheme in other jurisdictions) if you suffer any financial loss of all or any part of your Spendable Value and/or your Spendable Balance. Please note, N2 will not pay interest on any amounts held by you in your VA Wallet.
- (e) By initiating a Transaction, you will create an obligation to pay us the Transaction amount spent through the Maps.me Card. When we authorise a Transaction, you hereby acknowledge and agree that we will immediately (without any further action or approval from you) be entitled to receive into our possession sufficient Assets to the value of the Transaction, in order to discharge your Repayment Obligation to us. When this happens, the amount of your Spendable Value and your Spendable Balance will reduce accordingly.

- 5.6 Usage Restrictions. The use of Spendable Balance is subject to the limits set out in the usage restrictions set out in section 6 of these Terms and Conditions ("Usage Restrictions"). You are not permitted to use the Maps.me Card to initiate Transactions which are included in the Usage Restrictions.
- 5.7 We may refuse to accept requests to create or increase Spendable Balance. We reserve the right to refuse to accept any particular request or attempt to create or increase Spendable Value and/or Spendable Balance, and we may, without notice, disable your right to use Spendable Balance via the Maps.me Card in the interests of preventing fraud, money laundering or any other criminal activity, and as further detailed in these Terms and Conditions. Notwithstanding the Spendable Balance in your VA Wallet, N2 shall at all times have discretion to refuse any Transaction without notice to you and does not accept any liability to you for any such refusal.
- 6. Authorisation of Transactions
- 6.1 Once you have been onboarded as a User and have created Spendable Balance as per section 5 above, you may use the Maps.me Card to initiate Transactions.
- 6.2 When you use the Maps.me Card to initiate a Transaction, that acts as a payment instruction to us for the value of the goods or services you are seeking to purchase.
- 6.3 Where we receive a request to authorise a Transaction, we will verify whether you have sufficient Spendable Balance to cover the value of the Transaction. We may authorise the Transaction if you have sufficient Spendable Balance to cover the value of the Transaction and the Transaction does not exceed spending limits predefined by the N2 or by the Card Scheme. If the Transaction exceeds the available Spendable Balance or predefined spending limits, the Transaction may be rejected. There may also be other circumstances where we reject a Transaction, for example, for risk-based considerations, or other reasons. This might include where we suspect fraud or money laundering, issues with KYC or AML and/or if the value of the Transaction will exceed any spending limit imposed by us (as described below).
- 6.4 We will consider and may apply a spending limit in respect of your use of the Maps.me Card. Whether we do so will be based on several risk-based factors, including prevention of fraud, affordability considerations, AML, and so forth. If a spending limit is applied to your account, the level of any such spending limit will be provided to you through the App from time to time. We reserve the right to impose a spending limit on your card at any time for any reason without notice to you.
- Where we authorise the Transaction, we will immediately take the value of the Transaction from your Spendable Balance, through us taking an adequate amount of your Assets to cover the value of the Transaction (plus any costs and Fees, where applicable). You acknowledge that, by using your Maps.me Card for a Transaction, you have given us the authority (without any further action or notice) to take your Assets up to the value of the Transaction (including for any related costs and Fees, where applicable), and you authorise the use of an automated process to do this. When we take the amount of Assets due from you, your Repayment Obligation to us will be discharged at that point and the amount of your Spendable Value and Spendable Balance will decrease accordingly.
- The Maps.me Card can only be used for Transactions and not for any other purpose. Other than having your authority to take your Assets to pay for any Transaction, we have no further control over, nor do we place any restriction over, your Assets. At no time does N2 provide any custody service for you with respect to any assets or currency.
- 6.7 You can obtain a statement of Transactions made using the Maps.me Card through the App. Through the App, you will be able (amongst other things) to view the Spendable Value and your Spendable Balance, Maps.me Card PIN, Transaction history, download copies of Transaction statements and view the Maps.me Card details. You can also access this information by contacting the support centre via support chat in the App.
- 7. How you can use the Card to carry out Transactions
- 7.1 You may use the Maps.me Card to make the following types of Transaction:
- (a) To pay for goods and services online. To authorise an online Transaction, you must follow the instructions provided by the merchant or retailer and provide the Maps.me Card details and/or any other details as requested.
- (b) To pay for goods and services in-store. To authorise a point of sale Transaction, you must follow the instructions provided by the merchant or retailer which might include: (i) entering the Maps.me Card PIN number; (ii) signing a sales voucher; or (iii) holding the Maps.me Card against a contactless terminal.
- 7.2 If as a result of a Transaction one or more of the limits set out in the Usage Restrictions will be exceeded, the Transaction may not be approved.
- 7.3 We reserve the right, in our sole discretion, to modify the Usage Restrictions from time to time. You will be notified of any change in the Usage Restrictions in accordance with section 18 of these Terms and Conditions. For security purposes, we may impose additional Usage Restrictions on the Maps.me Card.

- 7.4 You should be aware that it may not be possible to withdraw or revoke your authorisation for a Transaction once you have entered into it. In addition, you will not be able to withdraw your consent for e-commerce and point of sale Transactions from the time we receive the Transaction instruction to authorise. You should be aware that authorisation for e-commerce and point of sale is received by us almost instantaneously and so in practice it is unlikely you will be able to withdraw your authorisation for a Transaction before this time.
- 7.5 We are not responsible if a retailer refuses to accept the Maps.me Card for any reason, nor if a retailer fails to disclose any surcharge it imposes for the use of the Maps.me Card, or other charges for the use of the Maps.me Card at the point of sale. We are not responsible for the goods or services you acquire using the Maps.me Card. If applicable, we will notify you of any charges we will impose before we charge them. We are also not responsible if the Card Scheme restricts any transaction or any card.
- 7.6 To the extent permitted by applicable law, we will not be liable for any losses you may suffer where we have authorised a Transaction based on what we reasonably believe to be a genuine and lawful instruction from you.
- 8. Overseas Transactions and Transaction information
- 8.1 Transactions will be executed in the Assets in which you hold Spendable Balance in your VA Wallet. You can make Transactions in any currency supported by the Issuer or relevant card scheme. Where you make a Transaction in a currency other than the currency of your Maps.me Card, we will automatically convert this into the Card currency. We will display the amount both in the purchase currency together with the amount of equivalent Assets taken (taking into account any conversion costs and Fees, where applicable). We will apply the relevant digital assets conversion rate available on a free market, with a mark-up. The value of your Spendable Balance may vary due to exchange rate fluctuations and fluctuations in the value of Assets.
- 8.2 Your Transaction information, which is provided to you through the App, will show the amount of the Transaction in the purchase currency and in the Asset value of your VA Wallet and the effective exchange rate can be calculated as a difference. The reference exchange rates used may vary daily; changes in these rates may be applied immediately and without notice to you.
- Fees and VAT
- 9.1 We may charge you fees for us operating and you using the Maps.me Card together with other potential charges to compensate the cost of the services provided (together, the "Fees"). The current Fees, which form a part of these Terms and Conditions, are set out in the Fee Schedule (which can be found here). The amount of Fees can change over time, and you should check the Fee Schedule for the most recent set of Fees applicable at any time to your continued usage of the Maps.me Card and Wallet.
- 9.2 You authorise us to deduct all Fees from the Spendable Balance. You also authorise us to deduct any value added tax ("VAT") payable on Fees, where applicable, and on any supply made by us or any third party to you in connection with your use of the Maps.me Card.
- 9.3 If any amount we are entitled to deduct exceeds the Spendable Balance, you agree immediately to pay any outstanding amount to us.
- 10. Blocking the Maps.me Card and refusing Transactions
- 10.1 We may at any time suspend, restrict or cancel your authorisation to use the Maps.me Card for any reason including, without limitation, the following reasons:
- (a) we are concerned about the security of the Maps.me Card that we have authorised you to use;
- (b) we suspect that the Maps.me Card is being used in an unauthorised, illegal or fraudulent manner;
- (c) we suspect that any of the information provided by you is incorrect;
- (d) we need to do so to comply with the law of any applicable jurisdiction (including any sanctions rules);
- (e) if the agreement between us has been cancelled as further described in section 14; or
- (f) if there is a change in your status (financial or otherwise) that would adversely affect your circumstances.
- 10.2 Unless informing you would compromise reasonable security measures or otherwise be unlawful, where practicable we will inform you via the App, giving our reasons, before suspending, restricting or cancelling your use of the Maps.me Card. If it is not practicable to inform you in advance, and unless doing so would compromise reasonable security measures or otherwise be unlawful, we will inform you immediately afterwards, giving our reasons.

- 10.3 We will unblock your use of the Maps.me Card as soon as practicable after the reasons for stopping its use cease to exist and will inform you via the App or otherwise when we have unblocked the Maps.me Card.
- 10.4 We may refuse to carry out a Transaction for any reason including, without limitation, if:
- (a) we believe that you are acting in breach of these Terms and Conditions;
- (b) we believe that a Transaction is potentially suspicious or illegal; or
- (c) we are unable to carry out the Transaction due to errors, failures (whether mechanical or otherwise) or refusals caused by merchants, payment processors, card networks or payment schemes who are processing Transactions.
- 10.5 If we refuse to carry out a Transaction, we will not be under any obligation to notify you. In respect of e-commerce Transactions and point of sale Transactions, you will normally be aware of an error message on the merchant's contactless terminal or website and, if applicable, a receipt showing that payment has not been made.
- 10.6 You can contact us through the App or via e-mail to ask for our reasons for refusing to carry out a Transaction and for an explanation of how you can correct any information we hold that may have led to our refusal to approve a Transaction.
- 11. Keeping the Maps.me Card safe and reporting security breaches and unauthorised or incorrectly executed Transactions
- 11.2 You must not permit anyone else to use the Maps.me Card. If you permit other persons to use the Maps.me Card, you are responsible for any Transaction they conduct. If you think an error has occurred in respect of your use of the Maps.me Card, you must contact the support team as soon as possible.
- 11.2 You must protect the Maps.me Card and keep your PIN and Maps.me Card details and security credentials to access the App (together the "Security Details") safe and confidential. In addition, you must ensure that you maintain your access to your VA Wallet (including any wallet private key) safe and confidential. You shall treat the Maps.me Card with the same level of care and diligence as if it were cash and you will not disclose your Security Details, or allow them to be used by anyone else. If you suspect that someone else knows your Security Details, you should tell us as soon as possible by contacting us through the support team so that we can give you information on how to change these details.
- 11.3 If you suspect that someone else knows your Security Details, you should tell us as soon as possible by contacting us through the support team via support chat in the App, or via e-mail support@n2.org. If someone else uses the Maps.me Card or accesses the App using your Security Details without your consent and you have not informed us in accordance with your obligations, you may lose some or all of the Spendable Value in the same way as if you lost cash in your wallet or purse.
- 11.4 We have the right to disable any username, password, or PIN number, whether chosen by you or allocated by us for any reason, at any time including, without limitation, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.
- 11.5 We recommend that you check the Spendable Value and Transaction history through the App on a regular basis to identify any potential unauthorised use of the Maps.me Card and to check for Transactions which you do not recognise. We will provide you with a statement of Transactions through the App. Your statement will show:
- (a) information relating to each Transaction which will enable it to be identified;
- (b) the amount of each Transaction shown in the currency in which that Transaction was paid and/or in the Assets debited to the Maps.me Card;
- (c) for each Transaction, the date on which your authorisation was received by us; and
- (d) an operation signature (if any).
- 11.6 If you know or suspect that:
- (a) the Maps.me Card on your device (or your device) has been lost or stolen; or
- (b) your Security Details are known to someone else without your consent,

you must inform us immediately by getting in touch with the support team.

11.7 If you think a Transaction that was not authorised by you has been processed or that a Transaction has been incorrectly authorised by us, you must contact us immediately so that we can take steps to stop the Maps.me Card being

used again without your authorisation. Where you notify us of a potential security breach, the Maps.me Card will be disabled on your device, and you should not continue to use the Maps.me Card or other Security Details. We may ask you to complete a declaration form and return it to us promptly.

- 11.8 We may investigate your claim that a Transaction has not been authorised by you and we may charge you for our costs of doing so.
- 11.9 If we need to tell you that there has been (or we suspect there has been) fraudulent activity linked to your authorised use of the Maps.me Card or that the security of the Maps.me Card may be at risk, we will undertake appropriate safety measures.

Refunds and errors

- 12.1 Provided that you notified us in accordance with section 11 above of any unauthorised or incorrectly executed Transaction without delay and at the very latest within 3 days of the date of the Transaction, we will use reasonable endeavours to try to process a refund on your behalf. If the vendor is unwilling to provide a refund and we are obliged to (or have already made) a payment on your behalf to the vendor, we will not be able to reimburse you for any such Transaction. It is important that you regularly check your Transaction history online to ensure any unauthorised or incorrectly executed Transactions are identified and notified to us at the earliest possibility.
- 12.2 If you initiated a Transaction and the payee claims not to have received that payment Transaction, we shall make efforts to trace the payment Transaction and shall notify you of the outcome.
- 12.3 If we authorised a Transaction in accordance with information that you provided to us, we shall not be liable to you for non-execution or defective execution if it transpires that the information you provided to us was incorrect. However, we shall make reasonable efforts to recover the funds involved in that Transaction and we may charge you for our costs of doing so.
- 12.4 If we were responsible for an incorrectly authorised Transaction which you notified us of in accordance with section 11 above, we will refund the amount involved and restore the Spendable Value to the level at which it would have been if that particular Transaction had not occurred.
- 12.5 If the unauthorised Transaction arose from the loss, theft or misappropriation of the Maps.me Card or your Security Details (save where this was our fault or you have acted fraudulently or failed to take all reasonable steps to keep your Security Details safe and secure), we will refund the amount involved, except the first £35 or EUR 50, for which you may be liable. Once you have notified us of the theft, loss or misuse of the Maps.me Card your liability for any subsequent Transactions on the Maps.me Card will cease (unless you have acted fraudulently) and we will cancel your authorisation for use of the Maps.me Card.
- 12.6 If the unauthorised Transaction arose from you acting fraudulently or where, with intent or gross negligence, you failed to use the Maps.me Card or the App in accordance with these Terms and Conditions (including the obligations to keep the Maps.me Card and your Security Details safe), we will not make any refund and you will be liable for the full amount of all losses incurred.
- 12.7 Where any refund is due to you, we shall make it immediately available and, in any event, by the end of the working day following the day on which we become aware of the unauthorised Transaction or, if that is not possible, as soon as practicable following receipt of your claim or of any further information, we may request in order to investigate your right to a refund. However, if, following investigation, we have reasonable grounds to believe that a refund was not in fact due to you for any reason, or that we have made too large a refund, we may reverse that previous refund and you may be liable for any loss we suffer from your use of the Maps.me Card and the App.
- 12.8 We will investigate your request for a refund, taking into consideration your recent spending behaviour and all relevant circumstances related to the Transaction. We reserve the right to request further information as is reasonably necessary to ascertain whether these conditions for a refund have been satisfied and we may give this information to other companies or people investigating the matter.
- 12.9 You will receive your refund or justification for refusing a refund within 10 working days of us receiving your refund request.
- 12.10 N2 will process any refund to you by reimbursing you for the Assets taken from your VA Wallet for any Transaction.

13. Our liability

13.1 Where we decline to authorise a Transaction for any reason, we shall have no liability to you. However, if we have taken Assets from your VA Wallet for a Transaction which fails for any reason, we will reimburse to you the value of the Assets taken from your VA Wallet.

- 13.2 Nothing in these Terms and Conditions 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 (including section 12.6); or (iii) which may not otherwise be restricted or excluded under applicable law.
- 13.3 We are not liable to you for any losses as a result of abnormal and unforeseeable circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, or because of our obligations under applicable law and regulations.
- 13.4 We're responsible for losses you suffer caused by us breaking this agreement unless the loss is:
- (a) Unexpected. It was not obvious that it would happen and nothing you said to us before you applied for authorisation to use the Maps.me Card meant we should have expected it (so, in the law, the loss was unforeseeable);
- (b) Caused by a delaying event outside our control. As described in section 13.3;
- (c) Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use and compliance with these Terms and Conditions; and
- (d) A business loss. It relates to your use of a product for the purposes of your trade, business, craft or profession.
- 13.5 We will use reasonable efforts to make the Maps.me Card and the VA Wallet available to you, but we will not be liable to you for any loss or damage arising if they are unavailable at any time, or if access is interrupted.
- 13.6 Other than the losses set out in the paragraphs above (for which we are not liable) and subject to section 13.2, our maximum aggregate liability under or in connection with these Terms and Conditions whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £ 150 in any 12 month period.
- 14. Expiration, cancellation and termination
- 14.1 The Maps.me Card will expire on the date notified to you in the App. You will not be able to use the Maps.me Card after it has expired and it will be removed or deactivated from the App and all other digital wallets or similar services. If we ask you to, you must return or destroy all records of the Maps.me Card number.
- 14.2 We may cancel or suspend your authorised use of the Maps.me Card and terminate these Terms and Conditions immediately if: (i) the Maps.me Card on your device is lost, stolen, damaged, misused, malfunctions or we are concerned about the security of the Maps.me Card for any other reason; (ii) we suspect unauthorised, illegal or fraudulent use of the Maps.me Card; or (iii) we need to do so in order to comply with law or regulation.
- 14.3 We may cancel or suspend your authorised use of the Maps.me Card and terminate these Terms and Conditions if (i) you have had no activity in respect of the Maps.me Card for 180 days or your authorised use of the Maps.me Card has expired and you are not entitled to a renewal; (ii) you are unable to, or do not, pay any Fees; or (iii) you are in breach of these Terms and Conditions.
- 14.4 We may terminate your right to use the Maps.me Card at any time without liability for any reason if you breach these Terms and Conditions. We will not be liable to you for any loss or damage suffered by you resulting in any way from such termination.
- 14.5 You may terminate this agreement at any time by contacting the support team via the support team function.
- 14.6 Subject to applicable law, we may terminate this agreement for any reason by written notice to you. Termination shall be effective on the date specified on the notice.
- 14.7 Once this agreement between us has been cancelled, you will not be entitled to a refund of money you have already spent on Transactions authorised or pending, or any Fees, if applicable, for use of the Maps.me Card incurred before the contract between us was cancelled.
- 14.8 If there is a Spendable Balance when the Maps.me Card expires or is terminated, you agree that you shall no longer use the Maps.me Card for any Transactions and, subject to any outstanding Repayment Obligations owing to N2, you shall be free to use your Assets for other purposes.
- 15. Data protection
- 15.1 The personal data that you provide to us (which may include an email address or any other username and password) will be processed by us in accordance with these Terms and Conditions and our Privacy Policy. Please read the Privacy Policy carefully as it provides information about how we use, share, store and process your personal information. By using the Maps.me Card and the App you consent to us processing such information in this way.

- 15.2 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.
- 15.3 You must not give us personal information about someone else (such as alternative named contacts) without first getting their consent for it to be used and disclosed for such use in accordance with these Terms and Conditions and our Privacy Policy. When you provide such third party information, we will assume the relevant person has consented, although we may still ask for confirmation.

16. Complaints

If you want to make a complaint, please tell us by contacting the support team so we can investigate the circumstances for you. We will aim to deal quickly and fairly with any complaint. We can also provide you with further details of our complaints procedure.

- 17. Ownership and protection of information
- 17.1 All intellectual property rights in the Maps.me Card and the App throughout the world belong to us or our relevant licensor (such as the Issuer). Rights in the Maps.me Card and the App are licensed (not sold) to you, and you have no rights in, or to, the Maps.me Card or the App other than the right to use them in accordance with the terms of these Terms and Conditions. You have no right to have access to any underlying software in source code form or in unlocked coding or with comments.
- 17.2 All aspects of the Maps.me Card and the App form part of our (or our relevant licensor's) trade secrets and/or copyrighted material. You therefore agree not to disclose, provide, copy or otherwise make available such trade secrets or copyrighted material in any form to any third party without our prior written approval.
- 18. Changes to these Terms and Conditions
- 18.1 We may, at any time and subject to applicable law, change or delete any provision, or add new provisions to, these Terms and Conditions. This includes the right to add or change (including to increase or decrease) any Fees. We will usually provide you with a minimum of three days' written notice of any change, deletion, or addition prior to making the change, deletion or addition, during which time you may end your agreement with us. If we cannot provide you with at least three days' written notice of any change, deletion, or addition prior to making the change, deletion or addition, we will provide you with as much notice as we are able to in the circumstances. If you do not object before the date of such change, deletion or addition takes effect, you will be deemed to have consented to such change, deletion or addition. If you do not agree to any change, you may terminate these Terms and Conditions at any time before the date of such change, deletion or addition takes effect.
- 18.2 We may choose to inform you of any amendments made pursuant to the above provision via email or through the App or in any other way permitted by applicable law.

19. Miscellaneous

Subcontracting

19.1 We may subcontract any of our obligations under these Terms and Conditions. You may not sell, assign, or transfer any of your rights or obligations under these Terms and Conditions.

Entire agreement

19.2 The Terms and Conditions is the entire agreement between you and us. We have entered into the Terms and Conditions relying only on the terms in the Terms and Conditions and neither you nor us shall have any liability for any promises made outside of the Terms and Conditions.

Transferring the Terms and Conditions

19.3 The Terms and Conditions are between you and us only. You must not transfer it to anyone else, or try to do so. We may transfer the Terms and Conditions, our rights or obligations to anyone else as long as this does not significantly disadvantage you. We will let you know if we plan to do this.

Third parties

19.4 Only you and us may enforce the Terms and Conditions. No other person has a right to enforce the Terms and Conditions or benefit from it.

Illegal or invalid parts of the Terms and Conditions

19.5 If any part of the Terms and Conditions is held not to apply or is not enforceable, all other paragraphs and sub- paragraphs will still apply.
Delaying action under the Terms and Conditions
19.6 If we delay or fail to take any right that we may have under the Terms and Conditions, then the delay or failure does not mean that we lose that right. Any change to any rights will only be effective if it is in writing and signed by us.
20. Governing law and place of jurisdiction
To the extent permitted by law, all legal relationships between the User and N2 are governed by and construed in accordance with Swiss substantive law with the exclusion of the law on the conflict of laws and any international treaties.
20.2 Subject to the existence of mandatory statutory provisions to the contrary, the sole place of jurisdiction for all proceeding types shall be Zug, Switzerland.
Annex A
Usage Restrictions
1. Usage Restrictions
Any spending limits, as described in section 6.1(c).
You are not allowed to purchase dual-use goods with Maps.me Card