

# ITAÚ GLOBAL WALLET

## GENERAL TERMS & CONDITIONS

These Itaú Global Wallet Terms and Conditions (this "Agreement") outline the terms and conditions under which your Itaú Global Wallet Mastercard Prepaid Card ("Card" as defined below) and/or Itaú Global Wallet Account ("Account" as defined below) have been issued to you by BNEXT ELECTRONIC ISSUER, E.D.E., SOCIEDAD LIMITADA (the "Issuer"). It governs your use of Itaú Global Wallet and governs the relationship between You and the Issuer.

Rêv Europe Payments Ltd. ("Rev") manages the Itaú Global Wallet program, distributes the Cards, and provides Payment Processing Services as a Distributor of the Issuer.

BNEXT ELECTRONIC ISSUER, E.D.E., S.L. or the Issuer is a Spanish corporation, with tax identification number B88463534 and registered offices in Madrid, calle Zurbano 71, 28010, Spain. The Issuer is authorized to operate as an e-money institution by the Bank of Spain and has been registered with this authority under number 6717.

As an e-money institution, the Issuer shall safeguard Your funds in the Account. These safeguarding obligations are met by depositing Your funds in a segregated account in a third party credit institution (Inversis Banco, S.A.). The account holder of the safeguarding account is the Issuer.

**FOR AVOIDANCE OF DOUBT, THE FUNDS IN YOUR ITAU GLOBAL WALLET ACCOUNT ARE NOT INSURED OR GUARANTEED BY REV, ITAÚ, THEIR RESPECTIVE AFFILIATES, THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY.**

You hereby acknowledge that is at your own exclusive initiative that the Payment Processing Services are provided.

Please note that your participation and use of the Itaú Global Wallet is also governed by the Itaú Global Wallet [Privacy Policy](#) (the "Privacy Policy"), which is incorporated herein and describes the information We collect and the conditions under which We may use, share and store it.

Subject to the other terms, conditions and eligibility criteria set forth in this Agreement, to be eligible for a Itaú Global Wallet Card or Account, You must be at least eighteen (18) years or older, a client of Banco Itaú International or Banco Itaú (Suisse) SA (collectively, "Itaú" or the "Bank") and be invited to the program by Itaú. The Itaú Global Wallet Card and/or Account is not available or offered to United States citizens, United States permanent resident aliens or residents of any state, state, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico or any political subdivision thereof.

You hereby acknowledge that we may provide certain information to You electronically and use electronic records and signatures in Our relationship with You. By establishing

your Account and using the Card, You hereby consent and agree to receive disclosures, notices, agreements, fee schedules, statements, records, documents, and other information We provide to You, or that You sign or submit or agree to at our request (collectively, "Communications"). Accordingly, We may, in our sole discretion, provide Communications to You in electronic form ("Electronic Records"). Electronic Records may be delivered to You in a variety of ways, including via the Account Centre and/or e-mail. Accordingly, it is your responsibility to keep your e-mail address and telephone number current with Us and to ensure you have access to relevant hardware and software to receive these Communications.

# 1 DEFINITIONS

**Account Centre** means the platform where You manage your funds and access all functions of the Itaú Global Wallet. You can access your Account Centre from the Mobile App, Website, or Watch App. Among others, the Account Centre allows You to undertake transfers between Wallets, view transaction history, see your Virtual Card, access help and perform other functions related to the Global Wallet. The functionality of the Account Centre may differ depending on whether access is made via the Mobile App, Website, or Watch App.

**Agreement** means this document, the Itaú Global Wallet General Terms and Conditions.

**Applicable Exchange Rate** means the Card referenced foreign exchange rate that includes a margin applicable to foreign currency transactions performed with your Itaú Global Wallet Account. The Applicable Exchange Rate varies depending on the type and time of the transaction and you may search it at the Account Centre. For some transactions, the Applicable Exchange Rate is determined at the time the transaction posts to the Account, which may be different from the time you made the transaction.

**Auto Wallet Transfer** means that if a Currency Wallet has insufficient funds, funds will be automatically transferred from another Currency Wallet(s) to allow the transaction to be completed. Auto Wallet Transfers will be completed using the Applicable Exchange Rate.

**Available Balance** means the amount of money recorded by Us as available for transactions using Cards. The Available Balance will be calculated by adding all loads or credits to your Itaú Global Wallet Account and subtracting all debits, cash withdrawals, fees, authorisations and disposals which may apply under this Agreement.

**Business Days** are defined as Monday through Friday excluding public holidays observed by Issuer.

**Card** means the Itaú Global Wallet Mastercard Prepaid Card issued to a Cardholder. The Card may be a physical card, a Digital Card, or a Virtual Card.

**Cardholder** means the person to whom a Card Product is distributed and who holds an Activated Account that is: (1) at least eighteen (18) years or older; (2) a client of Itaú ; and (3) not a United States citizen, United States permanent resident alien or resident of any state, state, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico or any political subdivision thereof.

**Credentials** means any, several, or all of the following information: the PIN, username, Account Centre password, CVC2 Code, the Card's expiry date, the 16-digit Card number, security question, your device, or biometric login.

**Currency Order** means the order of your Currency Wallets that will be utilised to process transactions or fees when You have more than one currency loaded within your Itaú Global Wallet Account.

**Currency Wallet** means the portion of your Itaú Global Wallet Account that holds each of the Wallet Currencies that may be made available from time to time.

**Customer Service** means the customer service of Itaú Global Wallet which can be contacted by e-mail to [support@itauglobalwallet.com](mailto:support@itauglobalwallet.com) or by phone/chat features in the Account Centre.

**CVC2 Code (Mastercard), or Card Security Code**, means a 3-digit card verification value code that represents a digital signature, which is required for online transactions. The value code is present on the reverse side of the Card.

**Digital Card** is an online hosted, digital virtual representation of your plastic card that enables you to make purchases with your device.

**Fee** means any fee payable by the Cardholder to Us under the Agreement or as defined in the Fee Schedule, as may be amended from time to time.

**Primary Currency** means the US Dollar.

**Issuer** means the issuer of Itaú Global Wallet, its successors and assignees. Currently, the Issuer is BNEXT ELECTRONIC ISSUER, E.D.E., SOCIEDAD LIMITADA.

**Itaú** means Banco Itaú International and/or Banco Itaú (Suisse) SA. For avoidance of doubt, Itaú is not the Issuer of the Card or the Itaú Global Wallet and does not render or provide Payment Processing Services in connection therewith. Under this Agreement, Itaú's role is to offer the Card or the Itaú Global Wallet to its clients.

**Itaú Global Wallet Account or Account** means the electronic money account associated with your Card, carrying your name as Cardholder, loaded with one or more Currency Wallets that has access to prepaid payment functionality, your Available Balances and all features that may be introduced as part of Itaú Global Wallet from time to time.

**Itaú Global Wallet Watch App** means an Apple or Android Watch app.

**Limits** means the monetary limits that apply to the usage of the Itaú Global Wallet Account which (i) are identified in section 19 or (ii) are included in the Account Centre for certain features.

**Loading** means the adding of financial monies to the Itaú Global Wallet.

**Mastercard** means Mastercard International Incorporated or its successors or assignees.

**Mobile App** means the mobile applications provided by Us to access the Itaú Global Wallet Account via designated mobile devices, and may include IOS, Android or other platforms.

**Negative Balance** means a negative Available Balance (as opposed to a positive Available Balance) arising when debits to the Itaú Global Wallet Account exceed the total Available Balance of all your Currency Wallets. This will constitute an immediately repayable debt from You to the Issuer and is not the provision of any form of credit or financial accommodation.

**Non-Wallet Currency** means a currency that is not a Wallet Currency.

**Payment Processing Services** means the authorisation and settlement services that are performed by Rêv Europe Payments Ltd. or its designated affiliate ("Processor") on behalf of the Issuer whenever You make a transaction with your Itaú Global Wallet or your Card.

**Payment Transaction** means the purchase, transfer, withdrawal, or other transaction that is performed by the Cardholder with the Card.

**Personal Data** means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier, as set forth in the applicable data protection legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (The General Data Protection Regulation).

**PIN** means the personal identification number uniquely associated with your Card, which is used for making electronic payments with your Card.

**Preferred Load Wallet** means the supported Currency Wallet You select to receive funds loaded into your account.

**Privacy Policy** means the [Itaú Global Wallet Privacy Policy](#), as amended from time to time and which applies to your use of the Itaú Global Wallet.

**Rêv or Processor** means Rêv Europe Payments Ltd., the program manager, the distributor of the Cards and provider of Payment Processing Services rendered on behalf of the Issuer.

**Wallet Currency(ies)** means: US Dollars, Canadian Dollar, Euro, Great British Pound, Brazilian Real, Swiss Franc, Japanese Yen, and other currencies that We may choose to support in the future by adding a Currency Wallet for such currency.

**Virtual Card** means a non-physical prepaid debit card that can be viewed on the Mobile or Web Account Centre. The virtual card contains a 16-digit Mastercard card number, security code (CVC2), and expiration date that are different than those on your physical Itaú GlobalWallet Card. You can use your Itaú Global Wallet virtual card to make online purchases only.

**We, Us, and Our** means the Issuer and, when applicable, the Processor. Under no circumstances We or Us shall mean Itaú, irrespectively of whether it is used in capital letters as a defined term or not.

**Website** means the Internet website available at the web address (www.itauglobalwallet.com) or any other web address communicated by us from time to time.

**You and Your** means the Cardholder.

## 2 OBLIGATIONS OF CARDHOLDER; ELIGIBILITY

Cardholder is the sole authorised user of the Card and the Account and is wholly responsible for use of the Card according to the terms of this Agreement and the law. The Card is not transferable and shall be used only by the Cardholder strictly in accordance with this Agreement and up to the maximum value of the Available Balance. Your Itaú Global Wallet Account and obligations may not be assigned. This Card must only be used for consumer transactions and should not be used for business purchases/purposes or illicit purposes.

2.1. Cardholders must be at least eighteen (18) years or older and a client of Itau and invited to the program by Itaú. United States citizens, United States permanent resident

aliens and residents of any state, state, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico or any political subdivision thereof are not eligible to open an Account.

2.2 The Card shall at all times remain the property of the Issuer. The Cardholder must activate the Card at the Account Centre in order to use it.

2.3. As a Cardholder, You are responsible for complying with the current Agreement and shall be solely liable for any consequences arising from your breach of the Agreement. The current version of the Agreement is available to Cardholders via link from the Account Centre at any time. Activation, Loading, or making any transaction by You, the Cardholder, constitutes your consent to the current Agreement, the Fee Schedule and the Limits.

2.4. You acknowledge and agree that your spending on the Itaú Global Wallet is limited to the funds that have been loaded to the Itaú Global Wallet and not yet reserved or spent. You authorise Us to deduct funds from the Available Balance of your Itaú Global Wallet to correct a previous error or overpayment to You, or for other legitimate reason.

### **3 ISSUE, ACTIVATION AND USE OF THE CARD**

3.1. The Card is an electronic means of payment with retailers that accept Mastercard, and a means of withdrawing cash at authorised banks or Automated Teller Machines ("ATMs") that accept Mastercard.

3.2. To use the Card, You must first activate your Account and the Card by following the instructions presented on the Account Centre which You can access via Web or mobile app. You must provide Us with correct information about yourself, including any documentation, photographs and information that We may reasonably request to verify your identity and comply with regulatory obligations. You agree to immediately notify Us if your details change. Upon completing the activation, You may load funds to your Account and then perform transactions.

3.3. You can access a Virtual Card and a Digital Card within the Itaú Global Wallet Account Centre.

3.4. If You use your Credentials without presenting your Card, the legal effect will be the same as if You used the Card itself.

3.5. You should keep track of your Available Balance. The Issuer does not pay any interest on the Available Balance. Each time You use your Card, You authorise Us to reduce your Available Balance by the amount of the transaction plus applicable fees and foreign currency conversion rates. You are not allowed to exceed your Available Balance through an individual transaction or a series of transactions. You do not have the right to stop payment on any purchase transaction You authorised using your Card or Credentials after the point at which that transaction becomes irrevocable. A transaction becomes

irrevocable when You approve the Card transaction and the transaction is accepted by the payment system. If You authorise a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

3.6. Your account, balances and transactions are subject to the Limits section of this Agreement, or other limits which are posted in your Account Centre.

3.7. Additionally, We may stop your access to Itaú Global Wallet, impose additional limits on the amount, number, or type of Card transactions, limit your maximum funds Available Balance, suspend or block your Card, decline a transaction, block certain type of transactions, place restrictions on your Card or apply special security procedures in the following circumstances:

- 3.7.1 We reasonably believe the transaction poses a high risk of fraud;
- 3.7.2 We reasonably believe the transaction would be in breach of this Agreement;
- 3.7.3 The transaction and applicable fees will cause your Account to go into a negative balance;
- 3.7.4 The transaction will take You over your limits;
- 3.7.5 To protect the security of your Card, Account or Personal Data.
- 3.7.6 If We believe a transaction is unauthorised, illegal or fraudulent.

3.8. We reserve the right to limit the number of Cards issued to a Cardholder under the Card program.

3.9. ATM operators may impose lower withdrawal amount limits than those set by Us. Also, ATM operators (or any network used) may assess fees separate from those charged by Us, including fees for Card balance inquiries even if You do not complete a funds transfer.

3.10. Under no circumstances may You use your Card: (1) in violation of applicable laws or regulations, including those governing financial services; (2) in violation of this Agreement; (3) in a manner that violates the privacy or proprietary rights of another, including spam, phishing, or unwanted solicitations; (4) to perform unlawful acts, including illicit gambling and acts involving stolen goods or illegal substances; or (5) to perform transactions involving a transfer of funds for illegal purposes or made to hide the source of such funds ("money laundering") or that are otherwise prohibited by applicable anti-money laundering, anti-terrorism financing, anti-bribery, anti-corruption laws or economic or financial sanctions, requirements or trade embargoes (collectively, "Sanctions") imposed, administered or enforced from time to time by relevant governmental authorities (including, without limitation, Her Majesty's Treasury, the European Union, the U.S. Department of the Treasury's Office of Foreign Assets Control, U.S. Department of State, U.S. Department of Commerce).

3.11. Upon use of the Card, your Account will normally be charged immediately. We cannot charge the account later than six months after the card has been used unless You agree. Notwithstanding, We are entitled to collect the transaction amount in accordance with the general rules for collection of money claims.

## **4. VALIDITY OF THE CARD**

4.1. Upon Activation, the Card is valid until the earliest of:

4.1.1. The expiry date shown on the front of your Card; or

4.1.2. the closure of the Itaú Global Wallet Account either at your request or by Us pursuant to this Agreement.

4.2. Upon expiry of your Card, please contact Customer Service via the Website or Account Centre for instructions on how to withdraw your remaining funds or to order a replacement card.

## **5 EXCEEDING YOUR AVAILABLE BALANCE; NEGATIVE BALANCES**

5.1. You must keep enough money in your Account to pay for each transaction. You may not exceed the Available Balance such that You have a Negative Balance. If You have a Negative Balance, You must immediately Load funds to the Account to satisfy any Negative Balance. We may, at Our discretion, reject any Payment Transaction that exceeds your Available Balance. We further reserve the right to charge your Account with additional fees as disclosed in the Fee Schedule, should you maintain a Negative Balance in your Account. Maintaining a Negative Balance constitutes a breach of this Agreement which may result in the suspension, closure, or termination of your Account, at Issuer's sole discretion, as well as civil or criminal liability for damages or losses incurred by the Issuer due to your Negative Balance.

5.2 In addition to the above, if you have a past due amount owed to us, including our affiliates, we may debit your Available Balance to pay any amounts that are past due.

## **6. WEBSITE/MOBILE APP/CUSTOMER SERVICE**

- 6.1. The Itaú Global Wallet Account may be accessed via the Account Centre.
- 6.2. You need valid Credentials to access the Account Centre. You must protect your Credentials at all times and may not disclose them to any person.
- 6.3. You may resolve questions regarding the Card via the Website FAQs or by contacting Customer Service.

## **7 LOADING FUNDS**

- 7.1. You may load funds to your Account after activation, in accordance with the terms of this Agreement and the Limits which may be established from time to time. Your Itaú Global Wallet Account Centre features the funds loaded and the Available Balance in your Itaú Global Wallet.
- 7.2. The funds loaded to the Account must be paid in the Primary Currency, US Dollar, using any mechanism as may be accepted over time by the Issuer (collectively, the "Load Mechanisms"). For information regarding the specific Load Mechanisms available to You and the corresponding Limits, You may visit the Account Centre.
- 7.3. The use of Load Mechanisms may be subject to limits and fees. Please consult Sections 18 and 19. If the Issuer makes available more Load Mechanisms, the corresponding fees and limits will be communicated in the Account Centre.
- 7.4. You will have the opportunity to select a Preferred Load Wallet in which to receive your loads. As a default your Preferred Load Wallet is set to US Dollar. You may select, at any time, a different foreign Currency Wallet as your Preferred Load Wallet. When your Preferred Load Wallet is not the US Dollar and You perform a load, the Applicable Exchange will apply and is determined at the time that the transaction posts to your Account and the funds are made part of your Available Balance.
- 7.5. Loads made by standard bank transfer on a Business Day are generally reflected in your Available Balance within 24-48 hours of when they are made. The availability of some loads made through other Load Mechanisms may be delayed while the funds are being validated. Other Load Mechanisms may be immediately reflected in your Available Balance. When you use your bank account as a Load

method, you are allowing Us to initiate a transfer from Your bank account. For these transactions, we will instruct Your bank to make electronic transfers from Your bank account in the amount you authorize. You authorize Us to try this transfer again if the initial transfer is rejected by your bank for any reason.

## **8 CURRENCY WALLETS, CURRENCY TRANSFERS AND EXCHANGE RATES**

- 8.1. Upon loading your Itaú Global Wallet Account with funds, You may transfer funds between Currency Wallets.
- 8.2. The Applicable Exchange Rate is listed in the Account Centre and will apply whenever: (a) you make a load into a Preferred Load Wallet that is not your US Dollar Wallet, (b) you actively make a transfer between Currency Wallets, (c) the system makes an Auto Wallet Transfer between Wallet Currencies because you do not have sufficient funds in the Wallet Currency of transaction, or (d) you make a transaction in a Non-Wallet Currency.
- 8.3. The Account Centre, which You can access via Website and Mobile App, will display an Applicable Exchange quote prior to initiating the funds transfer between your Currency Wallets. The quote will be valid for a limited time, as presented on the Account Centre. If You accept the quote, We will immediately debit the Currency Wallet from which You chose to transfer and credit the Currency Wallet into which You transferred funds, using the Applicable Exchange Rate presented.
- 8.4. When there are one or more Currency Wallets funded within your Itaú Global Wallet Account, a Currency Order will apply. Upon Loading of the Itaú Global Wallet Account, the default Currency Order will always start with US Dollar and thereafter may be determined by You; or, if You have not chosen a specific Currency Order, the Processor shall automatically order the Currency Wallets on your behalf in order to have the required access to the Available Balance of each Currency Wallet in order to authorise a transaction.
- 8.5. Where the Card is used to conduct a Payment Transaction in a currency which is a Non-Wallet, the Applicable Exchange Rate shall apply to convert the Non-Wallet Currency to the US Dollar Wallet (or other Currency Wallets in accordance to the Currency Order).

- 8.6. The Applicable Exchange Rate may vary at any time and the Cardholder agrees that any changes in exchange rates, including those favourable to the Cardholder, will be applied immediately without prior notice if the changes are based on the Applicable Exchange Rate, which is a referenced exchange rate.
- 8.7. The date of the currency conversion shall be the date on which the Payment Transaction is credited on the account of the Cardholder.

## 9 CURRENCY WALLET TRANSACTIONS

- 9.1. When using your Card in a Wallet Currency, the following applies:
- 9.1.1. When making a purchase or an ATM withdrawal, your Itaú Global Wallet Account will automatically debit the Currency Wallet of that country's currency if You have sufficient Available Balance in that specific Currency Wallet.
  - 9.1.2. If there are no funds or insufficient funds in the Currency Wallet, your Card will debit funds from the next Currency Wallet nominated in your Currency Order. Your Itaú Global Wallet Account will continue to debit each Currency Wallet in Your Currency Order in succession until the transaction value is met. The full transaction value may be funded from multiple Currency Wallets. Each time funds are transferred from one Currency Wallet to another, an Auto Wallet Transfer will occur and the Applicable Exchange Rate.
- 9.2. When using your Card to make a transaction in a Non-Wallet Currency, the following applies:
- 9.2.1. When making a purchase or an ATM withdrawal, Your Itaú Global Wallet Account will debit funds from the Primary Currency Wallet at the current Applicable Exchange Rate.
  - 9.2.2. If there are no funds or insufficient funds in your Primary Currency Wallet, Your Account will debit funds from the next Currency Wallet nominated in your Currency Order. Your Itaú Global Wallet Account will continue to debit each Currency Wallet

in Your Currency Order in succession until the transaction value is met in the equivalent value of the Primary Currency. The full transaction value may be funded from multiple Currency Wallets within Your Itaú Global Wallet Account. Each time funds are transferred from one Currency Wallet to another, an Auto Wallet Transfer will occur and the exchange rate used will be the Applicable Exchange Rate. Once there are sufficient funds in the Primary Currency Wallet to pay for the transaction, your Itaú Global Wallet Account will debit funds from the Primary Currency Wallet at the current Applicable Exchange Rate.

- 9.3. Where there are insufficient funds across all Currency Wallets on your Itaú Global Wallet Account to process the transaction, the transaction will be declined.
- 9.4. If You withdraw funds from an ATM that dispenses a currency other than that of the country where the ATM is located, the ATM operator may convert the amount being withdrawn into their local currency before converting it back to the currency being dispensed. This may occur even when the currency being dispensed is the same as that of your Card. The amount debited from your Card may be greater than the amount which is dispensed by the ATM. Not all ATM operators advise of the amount to be debited from your Card before You withdraw money from their ATM.
- 9.5. You agree to pay Us the transaction fees for transactions in foreign currency set forth in the Fee Schedule and acknowledge that such transaction fees are subject to change.

## 10 CONSENT TO EXECUTE A TRANSACTION

- 10.1. By using the Credentials or by signing the record of transaction for a purchase, cash withdrawal or cash advance, You give Us authority to pay the retailer, merchant, bank or service provider, as applicable, for a transaction. This authority may not be withdrawn once the transaction has become irrevocable, unless (a) the charge was an advance hold (see section 10.3) or (b) You dispute the transaction pursuant to Sections 12-14.
- 10.2. The transaction records sent by retailer, merchant, bank or service provider, even in the absence of a written signature, may be used as proof of the transaction in accordance with applicable law. The transaction slip printed by the terminal is for the Cardholder's personal information only.
- 10.3. Certain merchants, including hotels and rental car companies, are authorised by Mastercard to add an excess spend overage amount on a purchase transaction or transaction hold. The excess spend overage amount may be up to 15% of the total anticipated transaction value and is intended to ensure adequate funds are available to pay for additional expenses associated with the merchant's services. This hold for the overage amount usually lasts less than seven (7) days. If You agree to allow the merchant to include an excess spend overage amount as part of a transaction, Your Available Balance will be reduced by the total value of the transaction (including the overage amount) until such time as the merchant submits the final amount of the transaction. If the final amount of the transaction is less than the original amount the difference will be credited back to your Available Balance. If You have not accepted the overage amount, You may contact Us to have the hold removed.
- 10.4. Some merchants may also charge Your Account for certain subsequent claims related to hotel stays, car rentals, and other similar transactions if, upon entering into the agreement with the merchant, You have accepted such debiting or have received notice of the merchant's right to charge the account. These subsequent charges will occur without your entering or using Credentials or providing a signature. In some countries, merchants must notify You in advance of any subsequent debiting which does not take place in direct connection with the use of the Card. If You deny liability for any subsequent charges assessed to Your account, You may submit a claim to have the amount returned in accordance with the rules in Clauses 12 and 13.

## **11 SAFEGUARDING THE CARD AND CARD DETAILS**

- 11.1. You are required to use the Card and the Credentials in accordance with the terms governing its issue and use as set forth in this Agreement. You are in particular required to take all reasonable precautions to protect the security of Your Card and Credentials. You must
- 11.1.1. keep the Card and all Credentials, safe and not allow anyone else to use them;
  - 11.1.2. learn the Credentials, including the PIN and other security information and keep it secret at all times and never write the PIN on the Card or on anything usually kept with it or accessible to third parties.
  - 11.1.3. Please do not disclose the PIN to anybody, including the police or us; moreover the PIN and other Credentials must not be used under such conditions that others can see them.
- 11.2. We reserve the right to change the PIN at the time of Card renewal or reissue.

## **12 THEFT, LOSS OR MISUSE OF CARD, CARD DETAILS OR PIN**

- 12.1. You must notify Us without undue delay if You discover or suspect that Your Card or Credentials have been lost, stolen or compromised, or if You notice unauthorized transactions on your Card or Account. You may provide this notification by designating the card as lost or stolen via the Account Centre or by notifying our Customer Service department. We will not assess any charge for this notification. While the characterization of a delay as an "undue delay" may vary depending on the circumstances, a failure to notify Us within thirteen (13) months of the Payment Transactions being debited will always amount to undue delay. If the transaction is one where the exact amount of the transaction was unknown at the time of authorisation (e.g. car hire or a hotel reservation) and the transaction amount appears incorrect, You must notify Us within eight (8) weeks of the date of the debit to your Account.

- 12.2. When You report the loss, theft, or compromise of your Card or Credentials or unauthorised use of your Card or Account, You must provide Us with accurate and complete information, including, verification of your identity, your full Cardholder Credentials (except your PIN), transaction information, the circumstances that resulted in loss, theft, or compromise of Your Card or Credentials, and help to ensure that the Card or Account is deactivated as soon as possible. We may request written statements and attestations from You.
- 12.3. We will make sure that our Account Centre and/or Customer Service enable You to make notifications of lost/stolen Card and unauthorized transactions at any time. Upon receipt of your notice, We will freeze funds in your account and block your card to prevent subsequent unauthorized use. We will also retain a record of your notification for at least 18 months.

## **13 LIABILITY FOR UNAUTHORISED TRANSACTIONS**

- 13.1. We are responsible for losses caused by unauthorised transactions unless otherwise specified in this section. A transaction is considered unauthorised if the Cardholder has not consented to the transaction.
- 13.2. Provided You have not acted fraudulently or with negligence, Your maximum liability for any unauthorized transactions or fees incurred on Your Card before You report it lost or stolen will be EUR50.00. "Negligence" could include keeping Your PIN close to Your Card so that both are easy to use by a third party, sharing your Credentials with others or unreasonably delay a notification of loss of your Card or phone.
- 13.3. You will be responsible for, among others:
  - 13.3.1. any unauthorised activity and loss if You act fraudulently or intentionally or with negligence fail to comply with the obligations of Sections 11 and 12

- 13.3.2. any loss or fraud that results directly from your failure to advise Us promptly of any name, address or contact details changes.
- 13.4. In the event that You do not use your Card in accordance with this Agreement or We find that You are using the Card fraudulently, We reserve the right to charge You for any reasonable costs that We incur in taking action to stop You using this Card and to recover any monies owed as a result of your activities.
- 13.5. You will not be liable for unauthorized transactions that occur after You have notified Us of lost, stolen or misappropriated Card or Credentials, unless You have acted fraudulently.

## **14 REFUNDS AND OUR LIABILITIES**

- 14.1. Provided that You dispute an unauthorized transaction in accordance to Sections 12 and 13 of this Agreement without undue delay after You become or should have become aware of the circumstance, and no later than thirteen (13) months after the debit date, we must refund the amount of the transaction. Our obligation to refund the charge does not apply if (a) You have accepted liability for the transaction in writing, or (b) We have reason to believe that the transaction was authorized by You and initiate an investigation into the matter. The duty to refund stated in the first sentence does not apply to your own liability for £35.00 under Section 13.2.
- 14.2. Without prejudice to Your obligations under Section 11, We will ensure that the Credentials associated with the Card or Account are not available to anyone other than You.
- 14.3. We will ensure the availability of our Account Centre or Customer Service at all times for You to notify Us of lost, stolen or misappropriated Card or Credentials, or request the lifting of a card block.
- 14.4. We will not be obliged to enter into any dispute arising between You and a retailer or a bank and, moreover, a dispute with a retailer or a bank does not absolve You of complying with regulations governing the use of the Card and this Agreement. Please note that We do not accept liability for the quality, nature, delivery, or other aspects of the goods or services bought with the Card, unless otherwise stated in this Agreement or pursuant to legislation. Disputes related to the quality, nature, delivery, or other aspects of goods or services bought with the Card should be addressed to the merchant.

- 14.5. If You notify Us that You have become the victim of a fraud or other criminal offence in connection with charges to your account, (a) You must provide Us a written report detailing the circumstances and (b) We may require that You report the matter to the police.
- 14.6. We are liable for Your direct losses: (a) for unauthorized transactions to the extent described in Sections 13 and 14, (b) if the Account has been wrongfully debited as a result of our Payment Processing Services (and in some cases the merchant's systems) causing a transactional error, technical failure, posting errors or similar circumstances, (c) for incorrect charges to your Account due to our negligence.
- 14.7. While We are responsible for processing your transactions in a correct and timely manner, absent negligence by Us, We will not be liable for not processing transactions, or for processing them incorrectly, in following circumstances:
  - 14.7.1. the Available Balance is not enough to process the amount of the transaction as posted by You or the merchant (this may occur because You do not have sufficient funds in the account, because there is an existing authorization hold, or because You or the merchant have entered an incorrect transaction amount that exceeds the funds in the account);
  - 14.7.2. access to your funds is blocked as a security measure because You reported the loss, theft or unauthorised use of your Card;
  - 14.7.3. We have reason to believe the requested transaction is suspicious, fraudulent, or unauthorized;
  - 14.7.4. We determine that We cannot process or execute a transaction to comply with applicable law, a court order or card association rules;
  - 14.7.5. the ATM You are trying to use does not have enough cash;
  - 14.7.6. the ATM, POS terminal, website, network, or communication system involved in your transaction did not work properly;

- 14.7.7. Your computer or mobile device from which You are performing the transaction fails to send or receive data or relevant messages;
- 14.7.8. circumstances beyond our control (for example, natural disasters, earthquakes, fires, floods, war, or acts of terrorism) prevent the completion of the transaction;
- 14.7.9. a merchant, bank or ATM refuses to accept your Card;
- 14.7.10. You or the merchant provided inaccurate or incomplete information regarding a transaction. If the merchant provided an incorrect amount which You should have discovered when using the Card to pay for goods or services, You must address the complaint to the merchant;
- 14.7.11. Your Card is not working because it has been damaged (in this case, please inform customer service so that We can replace the card); and
- 14.7.12. short-term interruptions in the payment card system or the Payment Processing Services.

In all of these instances, We may be liable if We have acted negligently and in doing so contributed to your loss. However, the liability for such negligence is limited to your direct loss.

- 14.8. Unless otherwise stated, our liability is limited to the amount deducted from Your Account.
- 14.9. To the extent allowed by applicable law, We are not liable for any type of indirect losses, or consequential or punitive damages, unless We have acted with gross negligence, willful misconduct or fraud. Further We are not liable for losses that (a) occur due to exceptional circumstances beyond our control or that We cannot predict or avoid the consequences, or (b) may be caused due to duties imposed on Us by law.

## **15 REFUNDS FOR DIRECT DEBIT TRANSACTIONS**

- 15.1. You shall receive a refund of an authorised transaction initiated by or through a payee if the amount of the transaction charged to the Card by the retailer is more than You could reasonably have expected in the circumstances of the purchase; and You ask the Issuer for a refund within eight (8) weeks of Us debiting the transaction to the Card. If You ask Us for a refund under these conditions, You must provide Us with factual elements relating to this condition.
- 15.2. You cannot use a claim You may have against someone else to make a claim against us, or to refuse to pay us, unless You have a legal right to do so. You cannot transfer any rights against the Issuer to anyone else.

## **16 OUR RIGHT TO BLOCK OR RESTRICT USE OF THE CARD OR ACCOUNT**

Regardless of whether You have informed Us of the loss, theft or unauthorized use of Your Card, Account or Credentials, We may block or restrict the use of the Card or Account if there are objectively justified reasons relating to (a) the security of the Card or Account; (b) suspicion that the use of the Card or account is unauthorised or fraudulent; or (c) You breach any of the terms of this Agreement, including with respect to the permitted use of the Card or the Account. We will notify You of the blockage and the reason for such action. We will provide the notice before the Card is blocked or, if this is impossible, immediately after the blockage. However, We will not provide notice of the block if doing so would be detrimental to legitimate security considerations or would be in breach of applicable law.

## **17 NO REPRESENTATION OR WARRANTIES**

Other than as set forth in this Agreement and UK law, We make no other representation or warranty with respect to the services provided.

## 18 FEES

- 18.1. You agree to pay all applicable Fees for the use of the Itaú Global Wallet Account. The most updated Fee Schedule will always be in the current version of this Agreement. You can find a link to this Agreement in the Account Centre.
- 18.2. All charges, including fees levied by third parties, will be debited directly to the Card at the time of the Payment Transaction or relevant activity, unless expressly stated to the contrary.
- 18.3. Fee Schedule

Card Activation & Periodic Fees	
Card Delivery Fee	US\$15
Inactivity Fee	US\$5 Applicable each month after six consecutive calendar months with no transaction activity. Transaction activity means any load, ATM, POS, Currency Exchange or Balance Inquiry transaction
Adding Money (Load) Fee	
Loading Fee	Load from your Itaú Private Bank international account: Free
Transfers Out	
Transfers Fee	US\$20 Only transfers back to your linked Itaú Private Bank international account are allowed.
ATM Transactions*	
ATM Withdrawal Fee	US\$3
ATM Balance Inquiry Fee	Free
POS Transactions	
Point of Sale (POS) Transaction Fees	Free
Other Fees	
Applicable Exchange Rate	Varies depending on the type and time of transaction.

	<p>The Applicable Exchange Rate is listed in the Account Centre and will apply whenever: (a) you make a load into a Preferred Load Wallet that is not your Primary Currency Wallet, (b) you actively make a transfer between Currency Wallets, (b) the system makes an Auto Wallet Transfer between Wallet Currencies, or (c) you make a transaction in an Non-Wallet Currency.</p> <p>The Applicable Exchange Rate is listed in the Account Centre</p>
Currency Conversion Fee	Free

\* Some ATM operators may charge additional fees or charges for cash withdrawals, other activities, such as balance inquiry, or currency conversions.

## 19 LIMITS

19.1. The Itaú Global Wallet is subject to certain Limits.

The Itaú Global Wallet Levels and associated Limits are in place to safeguard the integrity of the program. Limits are calculated based on the USD equivalent balance across all currency wallets in your account.

Itaú Global Wallets Account Limits		
	Level 1	Level 2
How is each account level determined?	Validated Personal Information + Itaú Customer	Validated Personal Information + Itau Customer + Collect Passport + Collect Source of Funds
Max Account Balance Limit	US\$50,000	US\$100,000
Max Loads in 24 hours	US\$20,000	US\$20,000
Max Withdrawals in 24 hours for ATM, transfers to other financial institutions or persons, loads or top ups to other financial accounts or wallets, manual cash disbursements, quasi cash transactions, or purchases of money orders or travelers' cheques	US\$5,000	US\$5,000
Max Purchases in 24 hours	US\$20,000	US\$20,000
Max Loads within 1 Year	US\$100,000	US\$200,000

We may increase or reduce these limits at any time and request additional identity verification and source of funds information in order to make such determinations.

## 19.2. Raising your limits

We will require information from You when You create Your Itaú Global Wallet Account, such as full name, address, date of birth, passport, CPF and source of funds information. We may require additional documentation or verification regarding your identity and source of funds in order to allow You to access any of the limit levels.

19.3. All documents can be uploaded directly into the Itaú Global Wallet Account Centre. In some cases, We may request that You send documents directly to the Itaú Global Wallet Customer Service Team.

19.4. By applying to an Itaú Global Wallet Account, You hereby unconditionally request and authorize Your bank to transmit to Us any documentation and information regarding You, your Bank account, Your source of wealth, identity and all other relevant information provided that such sharing is required for enabling Us to comply with Our regulatory obligations, which shall not be deemed to be a violation of banking secrecy or applicable data protection legislation on Your bank's side.

19.5. You also represent that You have full legal authority and capacity to authorize Itaú to share such data and You further acknowledge that We may also transmit such information to third parties in connection with the performance services described into this Agreement. You acknowledge that the Issuer and/or Rev is/are the sole responsible for the terms in which such information is transmitted and that Itaú will not be liable for any errors, omissions or damages resulting from the use and/or transmission of information.

19.6. You understand that Itaú will have no control over and is not liable for the actions taken by the Issuer or Rev or other recipient of this information. You accept that Itaú is not liable in the event of loss of data and You also acknowledge and accept that Itaú has no liability on the product offered by the Issuer.

19.7. You hereby undertake to hold Itaú, its officers, directors and employees fully indemnified against any and all actions, proceedings, liabilities, claims, losses, damages, costs and legal and other expenses incurred or in any way arising by reason of any act done or omitted to be done in reliance on the terms hereof. In particular, You assume the risk of any undue use or disclosure of the information provided to the Issuer/Rev.

19.8. Certain Itaú Global Wallet features, such as Load Mechanisms, may be subject

to Limits which will be communicated in the Account Centre.

## **20 PRICELESS CITIES**

This Mastercard benefit is available to current users of the Itaú Global Wallet program. This benefit gives users access to exclusive merchant offers and events across the globe. If You choose to participate in Priceless Cities (a separate program offered by Mastercard with no connection to the Account), please know that this is a separate program from Itaú Global Wallet and your experiences with any Priceless Cities offers or events are subject to the Priceless Cities Terms of Use.

## **21 RECEIPTS, PERIODIC STATEMENTS**

- 21.1. We encourage You to retain your receipts to verify your transactions.
- 21.2. A continuously updated electronic statement of your transaction history is available 24 hours a day, 7 days a week, by visiting the Account Centre. You may export or print the electronic statement. You agree these are reasonable procedures to access Card statements.
- 21.3. We encourage You to check the Payment Transactions on Your Card at least once a month. In accordance with applicable law, the records of Payment Transactions created or received by the Issuer may constitute evidence of the existence, amount and conditions of transactions.

## **22 INACTIVE OR DORMANT CARD**

- 22.1 Your Card may become dormant, or inactive, after an extended period of no financial activity initiated by You (that is, no activity other than any credits or debits initiated by us). If Your Card is dormant, We may block outgoing transfers from Your Card until You contact Customer Service to re-authorise such transfers.
- 22.2 After six consecutive calendar months with no transaction activity, an Inactivity Fee of US\$5 will be debited from Your Account. An additional Inactivity Fee of US\$5 will be debited from Your Account each month thereafter in which there is no transaction activity. See the Fee Schedule in Section 18.3 for additional details regarding the Inactivity Fee.

## **23 TERMINATION OF THE AGREEMENT**

- 23.1. You may terminate this Agreement at any time. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.
- 23.2. We may terminate this Agreement where there is an objective reason for it by providing You a termination notice of our intent to do so at least two (2) months prior to the termination date. In the event of a material breach of the Agreement by You, We may terminate the Agreement immediately by providing a termination notice. In either instance, the termination notice will include the reason for the termination.
- 23.3. You have the right to withdraw from this Agreement without cause and without any Fees or penalty for a period of fourteen (14) days from the date on which You activate your Itaú Global Wallet Account ("Account Opening Date"). To do this, You must contact Customer Service and notify Us of Your request to close the Itaú Global Wallet and request that your Available Balance be returned to You without any transfer fees.
- 23.4. Following receipt of Your notice to terminate this Agreement and close Your Itaú Global Wallet Account, We will hold a ten (10) day grace period for any outstanding transactions to be processed. Once all transactions and fees have been deducted, any Available Balance held in Currency Wallets that are not the Primary Currency will be converted to the Primary Currency Wallet via an Auto Wallet Transfer and returned to You, less applicable Fees, subject to You

having provided satisfactory confirmation of your identity and address (where applicable). We will not claim compensation for termination of this Agreement.

## **24 ACCOUNT CLOSURE AND FUNDS REDEMPTION**

- 24.1. If at any time You decide to close the Itaú Global Wallet and request funds redemption, the following rules will apply:
- 24.1.1. Redemption for a closed account can only be made after the Card has been cancelled;
  - 24.1.2. Redemption can only be made by a single bank transfer to your Itaú Bank account;
  - 24.1.3. We have the right to require that You submit proper and valid identification prior to redemption execution; and
  - 24.1.4. Refer to the Fee Schedule for any applicable Fees, which may be deducted from the Available Balance prior to execution of the redemption. (Section 23.4 of this Agreement applies.)

## **25 CHANGE OF CONTACT DETAILS**

To ensure that We are able to provide You with notices and information from time to time, You must update the Account Centre with any change of name, address, proof of address or e-mail address. To update this information, visit the Account Centre. We may require supporting documentation or information to make changes. All communications to You shall be considered valid if dispatched to your last indicated e-mail or postal address.

## **26 MODIFICATIONS TO THE AGREEMENT, FEES AND FEATURES OF THE CARD**

- 26.1. We reserve the right to change this Agreement at any time. We will give You no less than 2 months advance notice of any changes to the current Agreement, the characteristics and features of the Card or the Itaú Global Wallet and the Fee Schedule, if any such changes are detrimental to You, including but not

limited to changes that increase your fees or responsibilities or reduce your rights under this Agreement. Subject to giving You 2 months advance notice, We may also assign the benefits and burden of these Terms and Conditions to another organisation at any time. If We do not hear from You prior to the expiry of the 2 months We will assume You agree to the change.

- 26.2. We reserve the right to modify this Agreement, effective upon publication and notification, and without providing You any advance notice for changes that are not detrimental to You, including but not limited to changes that: (1) may be required by law, or (2) reduce the fees, charges, or fx rates or (3) relate to the incorporation of new or improved services or functionality, or (4) in general, do not increase your responsibilities or do not reduce your rights under this Agreement.
- 26.3. Notwithstanding Section 26.2 above, We will provide You notice of any change to this Agreement via email and via the Account Centre, and include the revised Agreement, such that You will be able to store the notice in a manner that allows future search and allows unchanged rendering of the information.
- 26.4. Should You oppose such changes, You shall have the right to terminate the current Agreement immediately and without charge before the date of the proposed application of such changes by contacting Customer Service and providing notification that You do not accept the proposed changes and of termination of your Itaú Global Wallet Account (pursuant to Section 23 herein). You shall be entitled to receive the current Available Balance of the Card due under the current Agreement less any Fees which may apply to your transactions or use of the Card. If You elect to terminate the Agreement because You do not agree to the proposed changes, We will not assess any redemption fee.
- 26.5. Should You not give any such notification as set forth in Section 26.4 above, before the proposed date of the entry into force of the proposed changes, You will be deemed to have accepted such changes.
- 26.6. You hereby accept being informed of any such change by means of the Account Centre and email as adequate notice.
- 26.7. You may always access the applicable Agreement, Fee Schedule and applicable Limits in the Account Centre.

## 27 DATA PROTECTION

- 27.1. By entering into this Agreement, You provide the Issuer with your express prior consent to collect, use and process your personal information and disclose information to third parties, to fulfil its obligations under the Agreement and as set forth in the [Privacy Policy](#).
- 27.2. By using the Card, You agree to grant Issuer, the Processor and their affiliates the right to collect information about You for the purposes of the administration of the Card service, the processing of transactions carried out using the service, routine account maintenance and other purposes as set forth in the [Privacy Policy](#).
- 27.3. Whilst We reserve the right to process and store data in countries outside the European Union, including the United States of America, We shall only do so in full compliance with applicable EU law.
- 27.4. You hereby give a right to the Issuer, the Processor and their designated third parties, to the extent permitted by applicable law to contact You, including but not limited to, by phone, SMS, electronic mail messages, notifications via the Website or the Mobile App, or Account Centre and post, for the purpose of providing You with information relating to your Itaú Global Wallet Account and any other information as may be necessary to carry out this Agreement.
- 27.5. As set forth in the [Privacy Policy](#), We will obtain your express consent before We, or third parties engaged by us, contact You by email or mobile phone about any commercial proposals or offers which may be of interest to You. If You have elected to opt in when You registered for a Card to receive marketing, We may contact You by phone, SMS, electronic mail messages, notifications via the Website, the Mobile App or the Account Centre and post about products and services provided by us. If You no longer wish to receive information about products or services, then please opt-out on the Website, the Mobile App or Account Centre or by contacting Customer Service.
- 27.6. As set forth in the [Privacy Policy](#), You have the right to have access to information We have collected from You in accordance with the applicable law relating to the protection of individuals regarding the processing of Personal Data.

## **28 RECORDING OF PHONE CONVERSATIONS AND ELECTRONIC COMMUNICATIONS**

You acknowledge and agree that, in order for Us to perform the services to You, We have the right to register and keep records of telephone and electronic communications with You, all in accordance with the applicable privacy regulations. The right to register and keep records of such communications shall not trigger any liability by us.

## **29 ANTI-MONEY LAUNDERING; ANTI-CORRUPTION AND SANCTIONS COMPLIANCE**

In accordance with applicable legislation to fight money laundering and financing of terrorism, the opening of any client relationship, including a Cardholder relationship, is subject to proper Cardholder identification by the Issuer and the Processor. You hereby represent that You will without delay disclose any relevant requested identifying information to us, keep such information up-to-date and inform Us of any relevant change.

In addition, your use and access to the Card and Account are expressly conditioned on the following:

- 29.1 No Cardholder or user of the Card or Accounts is a person that is, or is owned or controlled by persons that are: (1) the subject target of any Sanctions; or (2) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation, the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria.
- 29.2 No Cardholder or user of the Card or Accounts shall: (1) conduct any business or engage in making or receiving any contribution of goods, services or money to or for the benefit of any person, or in any country or territory, that is the subject or target any Sanctions; (2) deal in, or otherwise engage in any transaction related to, any property or interests in property blocked pursuant to any Sanctions or that would otherwise be prohibited by relevant anti-money laundering, anti-terrorism financing, anti-bribery, anti-corruption laws or Sanctions; or (3) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any relevant anti-money laundering,

anti-terrorism financing, anti-bribery, anti-corruption laws or Sanctions.

- 29.3 The funds Loaded to the Card and in the Account may not be derived from or used to fund, facilitate or engage in any illicit activity, including without limitation: (1) any transaction, dealing or activity that contravenes relevant anti-money laundering, anti-terrorism financing, anti-bribery, anti-corruption laws or Sanctions or that would cause the Issuer, Rev or Itau to be in violation of such laws; or (2) any unlawful internet gambling activities, including the betting, acceptance of credit, electronic fund transfers, checks, or any other payment involving a financial institution to settle unlawful internet gambling debts.

## 30 APPLICABLE LAW / JURISDICTION

- 30.1. The terms of this Agreement shall be governed by and interpreted in accordance with the laws of Spain and Spanish courts will deal with any legal proceeding between You and Us.
- 30.2. Notwithstanding the terms and conditions of this Agreement, the Cardholder will always benefit from Spanish consumer protection laws.
- 30.3. This Agreement, with the Fee Schedule, [Privacy Policy](#) and Limits presented on the Account Centre incorporated herein by reference, constitutes the entire agreement between You and Us with respect to the Itaú Global Wallet program. If any provision of this Agreement is determined to be unenforceable under applicable law, the other provisions of this Agreement will remain valid and enforceable.
- 30.4. A failure by Us to enforce the performance of any provision of this Agreement will not in any way constitute a waiver by Us of our right to subsequently enforce such provision or any other provisions of this Agreement. Those provisions of this Agreement intended to survive any termination or cancellation of this Agreement shall survive in force upon any such termination or cancellation.
- 30.5. We may assign our rights under this Agreement, including collection of Our receivables under this Agreement. Your Itaú Global Wallet and the funds in it are subject to all applicable rules of any clearinghouse or other association involved in transactions.

## 31 COMPLAINTS

- 31.1. If You have a complaint about our service, please first contact Customer Service at [support@itauglobalwallet.com](mailto:support@itauglobalwallet.com) or by contacting customer service through the Account Centre.
- 31.2. If You still disagree or are dissatisfied with the outcome of a complaint or claim You may have in relation to the payment services may be made to Issuer's Formal Claim Service at the following email address: [sac@bnext.es](mailto:sac@bnext.es).

The deadline for Issuer's Formal Claim Service to resolve the complaint or claim is fifteen business days from the date the complaint or claim is submitted to Issuer.

Once the fifteen working days have elapsed from the date on which the complaint or claim was filed without the Customer Service Department having resolved it, or before this period has elapsed if the complaint or claim has been totally or partially rejected or if you are not satisfied with the resolution issued, you can go to the corresponding complaints service of the Bank of Spain on this link <https://sedeelectronica.bde.es/sede/es/> or at their offices in Calle Alcalá, 48, 28014, Madrid, Spain.

- 31.3. In the unlikely event that Issuer is unable to resolve the dispute directly with You, please note that the European Union operates an online dispute resolution application for EU consumers to which you can submit disputes arising from online purchases. You can access this application at <https://ec.europa.eu/odr>. You will also have the option of resolving the dispute through the courts.

## 32 REGULATORY AUTHORITY

BNEXT ELECTRONIC ISSUER, E.D.E., SOCIEDAD LIMITADA is authorised as an Electronic Money Institution supervised by the Bank of Spain, Financial Entity Department, Calle Alcalá, 48, 28014, Madrid, Spain.

## 33 SAFEGUARDING OF CARD FUNDS

THE FUNDS ON YOUR ITAÚ GLOBAL WALLET ARE HELD IN TRUST BY BNEXT ELECTRONIC ISSUER, E.D.E., SOCIEDAD LIMITADA, the Issuer of the Card whose registered office is Zurbano 71, 28010, Madrid, Spain. The Issuer agrees to keep funds loaded into Itaú Global Wallet Accounts segregated from other funds held by it, and to use all reasonable care in safeguarding such Itaú Global Wallet funds.

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