

(Draft) Terms and conditions Calida Financial Limited

Version: May 2023

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

“Calida Financial Limited / Calida / Us / We / Our” – means Calida Financial Limited, registered under company number C102288, located at Centris Business Gateway II, Level 3, Suite D, Triq is-Salib tal-Imriehel, Zone 3, Central Business District, Birkirkara CBD3020, Malta.

“Calida Voucher” – means an e-money voucher with a unique value that customers purchase from an authorised reseller and use for making online payments with connected online merchants.

“Calida Voucher Account” – means an online account which Customers open by concluding a registration procedure. Its purpose is to serve as the user interface for customer due diligence, for Voucher management, transaction and balance overview, transaction authorisation and customer support. The Calida Voucher Account is a payment account by the definitions of the European Payment Services Directive 2 (PSD2).

“Voucher” – means an e-money value product where customers credit is stored. It can be electronic or in physical/paper form.

“E-money” – means an electronically stored monetary value.

“Fee Table” – means the overview of all applicable fees for the services delivered by the Company, as published on our website www.xxx.com and as amended from time to time.

“Customer/user/you” – means a person who buys goods or services using the Razer Gold Voucher, holds a Razer Account or in any other way interacts with the Razer Gold Voucher.

“Registration process” – means the account opening and due diligence procedure a Customer undergoes when registering for a Calida Voucher Account.

“PIN” – means a unique (alpha)-numerical value on a Calida Voucher that holds the Vouchers data set (value, Voucher currency) and corresponds to a unique Serial Number.

“Serial Number”- means a second unique value that is a visible element on the Calida Voucher. The serial will allow the issuer or its connected parties to obtain additional information about the individual Voucher like the issuing date, redemption information, expiration date or purchase information. The Serial Number is an element that cannot be used for redeeming the value of the Voucher.

“Webshop” – means a website or service where Customers use the Calida Voucher for payment.

“Fee” – means any charge payable by you for any service provided by the Company.

“European Electronic Money Directive/EMD” – means a legislative act that regulates electronic payment systems and issuing of electronic money in the European Union.

“MFSA (Malta Financial Services Authority)” – means an autonomous public institution established as the single regulator for financial services in Malta.

“Complaint” – means an expressed dissatisfaction with a product or service delivered to you by the Company.

“OAFS (Office of the Arbiter for Financial Services)” - means an autonomous and independent body that provides an independent and impartial mechanism of resolving disputes outside of the courts’ system, filed by customers against financial services providers authorised by the Maltese financial services regulator.

“EEA” – European Economic Area

“Privacy Policy” – policy governing the processing of personal data, which is available on the Website, which may be amended from time to time

“Terms and Conditions” - the information contained in this document and published on the Website and as may be amended from time to time.

“Website” – means a website of Calida Financial Limited which can be found under www.xxxxx.com

You acknowledge and agree that by checking the “Agree” box when purchasing your Calida Voucher, you agree to abide by the following Terms and Conditions, as amended from time to time concerning your use of the service provided by Calida Financials Limited (“Calida Ltd.” Or “Calida” further in text). Please read these Terms and Conditions carefully as these are the terms upon which you must use the Calida voucher (“Voucher”) and Calida Voucher Account (“Voucher Account”). If there is any part of the Terms & Conditions you do not understand or wish to clarify, please contact our Client Services.

1. General Provisions

1.1 Your Voucher and corresponding Voucher Account is issued and operated by Calida Financial Limited ("we" "us") whose registered office is at Centris Business Gateway II, Level 3, Suite D, Triq is-Salib tal-Imriehel, Zone 3, Central Business District, Birkirkara CBD3020, Malta.

1.2 Calida Financial Ltd is a company incorporated under the laws of Malta, with a corporate number C102288.

1.3 We operate our service under an e-money issuer's licence in Malta and are authorised and regulated by the Malta Financial Services Authority under the Malta Financial Institutions Act (*registration number: XXXXXX*) – *all pending receiving authorization*

1.4 These Terms and Conditions are between Calida and You and;

1.5 By purchasing or using a Voucher you are agreeing to be bound by these Terms and Conditions.

2. Scope of these Terms

2.1 These Terms govern the purchase, opening, use and closure of your Voucher and Voucher Account and other related payment services as referred to herein. Together with our Privacy Notice, and any other Terms and Conditions referred to therein, they constitute the legal relationship between you and us. For the use of additional services, you may have to accept additional Terms & Conditions as notified to you when you are ordering or using such services. You are advised to print or download and keep a

copy of these Terms for future reference. You can always view the current Terms and Conditions on our Website (www.xxxxx.eu).

2.2 We may change these Terms and Conditions if we reasonably consider it necessary to do so. If we do, we shall give you a prior notice before such change is made by sending an email to the primary email address registered with your Voucher Account . All notices and changes will also be posted on www.xxxxx.com (the "Website"), so you should regularly check the Website for such notices and changes. It is agreed that you shall be deemed to have consented to the modification if you do not indicate your rejection in writing before the proposed date of entry into force of the modification. If you do not object to the modifications in writing within 2 (two) months of the notification, the modifications shall be deemed to have been accepted and shall become an effective part of our contract. You are entitled to terminate our contract before the date of entry into force of the modification with immediate effect. We shall indicate the implications of not responding and the right to free and immediate termination in the contract amendment proposal. Please refer to Section 16 (Termination) for further information on the procedure for contract termination.

Simply expanding the functionality or introducing new services that do not carry a fee shall not effect a contract amendment.

3. Calida Voucher and Calida Voucher Account

3.1 The Voucher is an electronic money voucher which enables you to perform online payments. Each voucher is allocated its own unique Personal Identification Number ("PIN"). The Voucher is available in fixed denominations and various European currencies.

3.2 You may use the Voucher with those online retailers and service providers which accept the Voucher as a means of payment, respectively only those which are official partners of Calida Ltd. ("Webshop/s").

3.3 The electronic money on your Voucher is issued in accordance with the European Electronic Money Directive (Directive 2009/110/EC, originally 2000/46/EC) and the Financial Institutions Act 1994 (Chapter 376 of the Laws of Malta).

3.4 Your Voucher is denominated in a currency of your choice, as selected by you from the available currencies. You cannot change the currency of your Voucher once you have attempted to process a payment but you can process a payment in a different transaction than the Voucher currency. In such instances a foreign exchange fee as outlined in the Fee Table on www.xxxx.xom will be applicable, with such foreign exchange fee being deducted from your Voucher or Voucher Account balance.

3.5 You may use your Voucher and/or Voucher Account as often as you like to purchase goods or services up to a total of the Value remaining on the Voucher or the Voucher Account respectively.

3.6 When you pay using your Voucher you will be asked to enter the Voucher's PIN. Upon entering the PIN, you irrevocably authorise the Webshop to request that we deduct the funds immediately from your Voucher for the relevant product/service. At the same time you irrevocably authorise us to process the deduction from the Voucher and authorise the payment to the Webshop. Have you chosen or have been required to open a Voucher Account, the same process applies, with the Value being deducted from the balance of your Voucher Account.

3.7 The electronic money held on your Voucher or Voucher Account does not expire and it should be noted that interest is not earned at any stage.

3.8 The Voucher Account is a Payments Account under the definition of the Payment Services Directive (II). You can load your Vouchers into the Voucher Account, check your balance, check your transaction

overview and history, check fees and foreign exchange rates applied in relation to your transactions. The Voucher Account is automatically created after you have successfully concluded the registration and verification process. Whenever you opt to use your Voucher Account to initiate a transaction with a Webshop, you are required to use your account credentials to authorize the transaction, followed by a second-factor authentication process as implemented into your Voucher Account. The second factor authentication might involve receiving a one-time password (“OTP”) at no charge to you. You are required to keep your account credentials protected and inaccessible to third parties. Unauthorized access to your account might lead to the loss of your funds held in the Voucher Account. If in doubt about your Voucher Account safety and security of your credentials, please immediately take precautionary measures by changing your password and reaching out to our support team that will assist you with any security concerns or matters you might have.

3.9 You have the right to withdraw remaining funds from your Voucher or your Voucher Account (considering the total of funds from Vouchers stored within the Voucher Account) at any time. Your Voucher or Voucher Account is not subjected to a minimum withdrawal amount, but you should ensure there is enough funds on your Voucher Account to consider any withdrawal fee as outlined in our Fee Table listed at www.xxxx.com. Note you may be required to confirm your identity prior to completion of the request.

3.10 To request a withdrawal of the remaining funds on your Voucher or Voucher Account, send us an e-mail to support@calida.financial requesting redemption or call Customer Service (check phone number at www.xxxxx.com). Before we can redeem the remaining funds to you we will need you to provide us with the serial number of the Voucher, your full name, email address and a contact phone number, a legible copy of your photo identification document, as well as your personal bank account details in the European Union including IBAN and BIC where you would like us to transfer the money. To enable us to comply with our legal obligations, we may ask you to provide us with certain other information before we can process your redemption request. A Redemption Fee will apply in the following cases:

- Redemption is requested before the expiry of your contract
- Redemption is requested more than one year after the date of the expiry of the contract

3.11 The Voucher Account cannot be assigned or transferred to a third party, nor can you grant any third party a legal or equitable interest over it.

4. Purchase and use of the Voucher

4.1 In order to use our payment services you must first purchase a Voucher. As part of the purchase process, you accept these Terms & Conditions. Depending of the value of the purchased Voucher you might be able to instantly use it by entering the 20-digit PIN into the applicable payment window on a supported Webshop, or you might have to first register for a Voucher Account and activate the PIN after successful ID verification within the Voucher Account before you can use it.

4.2 All persons must be at least 14 years or older to use our services and by purchasing the Voucher you declare that you are 14 years or older. This age limitation does not apply to products for which we explicitly set a different age limit. We exercise the right to request at any given time that you provide documentary evidence of your age.

4.3 Regardless of number of Vouchers which you have purchased, you can only use one Voucher Account in conjunction with the purchased Vouchers. The Voucher Account is associated with your name, date of birth, email and phone number. In addition, we always request a valid form of ID such as

a passport copy or ID card as well as a valid proof of residence/address. Your submitted personal data is subject to our Privacy Policy which is governed by the European General Data Protection Regulation (“GDPR”).

4.4 Purchase of the Voucher may be subject to limits due to security and legal requirements. These limits are set dynamically depending on your verification status and other factors. Your individual limits can be viewed at any time in the relevant section of your Voucher Account profile.

4.5 All information and details you provide during the registration process, or any time thereafter must be accurate and truthful. In case provided information has changed you are required to inform Us immediately about the changes, as to keep your information updated. Further We will throughout the contract you hold with us periodically re-verify your information by requesting updated ID and address information. Should you be requested by Us to submit such additional or updated information you have to act on it and supply Us with the requested documents. Failure to do so, within the reasonable period given to comply with this request might lead to the permanent closure of your Voucher Account.

5. Maintenance of the Voucher and Voucher Account

5.1 It is your sole responsibility to ensure that the information recorded during the registration on your Voucher Account is always up to date and accurate. We shall not be liable for any loss arising out of your failure to do so. We may ask you at any point in time to confirm the accuracy of your information or to provide documents or other supporting evidence.

5.2 We may communicate with you by email or in other ways described in *Section 12* with information or notices regarding your Voucher Account. It is your responsibility to routinely check the proper functioning of your email account or other methods of communication that you have registered with your Voucher Account and to retrieve and read messages and correspondence relating to your Voucher Account promptly. We shall not be held liable for any loss arising out of any negligence on your part to perform this duty.

5.3 Voucher uploads and all transactions/payments are displayed in your online transaction’s history screen together with the applicable fees charged. Each transaction is given a unique transaction reference ID and shown in the transaction history. To deal promptly with any transaction related query, it is recommended that you quote this transaction reference number. You should check and validate your Voucher Account balance and transaction history regularly. You should report any irregularities, discrepancies or clarify any questions you have as soon as possible by contacting Customer Service.

6. Voucher and Voucher Account Safety

6.1 You must exercise all reasonable steps to always keep your Voucher PIN safe and never disclose it for any reason to anyone. Calida will never ask you to provide your PIN to us or to a third party. All transactions made using your PIN will be treated as being authorised by you. Any message you receive or website you visit that asks for your PIN, other than the payment window on a merchant/webshop website, should be reported immediately to us. If you are in doubt whether a website is genuine and legitimate, you should contact Customer Services at support@calida.financial .

6.2 Access to your Voucher Account is only possible using your email which you have provided during the registration process together with a password, which should always be kept safe and not shared with any third parties. Please routinely change your password, following strong-password practices.

6.3 If you have any indication or suspicion of your Voucher PIN, Voucher Account login details, password or other security features being lost, stolen, misappropriated, used without authorisation, or otherwise

compromised, you are advised to contact Customer Services without undue delay and to change your Voucher Account password immediately. Any undue delay in notifying us may not only affect the security of your Voucher or Voucher Account but may result in you being liable for any losses as a result. You should also contact the police and report the incident.

6.4 We reserve the right to suspend your Voucher and Voucher Account or otherwise restrict its functionality on reasonable grounds relating to the security of the Voucher Account or any of its security features or if we reasonably suspect that an unauthorised or fraudulent use of your Voucher Account has occurred or that any of its security features have been compromised. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

6.5 If we think your Voucher Account is at risk of fraud or a security threat, we will use the fastest and most secure way of contacting you using the details you have provided to tell you what you need to do to help deal with that risk.

6.6 You must take all reasonable care to safeguard and protect your email account and ensure you can access it personally, as your email address may be used to reset passwords or to communicate with you about the security of your Voucher Account. In case your email address registered with your Voucher Account is compromised, you should without undue delay after becoming aware of this contact Client Services and contact your email service provider.

6.7 Irrespective of whether you are using a public, a shared or your own computer to access your Voucher Account, you must always ensure that your login details are not stored by the browser or cached or otherwise recorded. You should never use any functionality that allows login details or passwords to be stored by the computer and / or device you are using.

7. Closing your Voucher Account

7.1 You may close your Voucher Account at any time by contacting Customer Service.

7.2 If your Voucher Account at the time of its closure holds a remaining balance, we will request you to use the remaining funds or to request the withdrawal of the remaining funds by contacting Customer Service and requesting that the funds are sent to you in a manner that is described in Section 3.10. Your obligations and duties with regards to keeping your Voucher PINs and Voucher Account login data safe as set forth in *Section 6* shall continue to apply.

7.3 We reserve the explicit right to undertake any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorizing any withdrawal of your funds, including in relation to returning any funds to you after you have closed your Voucher Account.

8. Currency

8.1 The Voucher is issued in Euro currency (€) or other local European currencies as applicable and available from time to time. Any payments made for goods/services in another currency than the Voucher currency shall be converted into the payment currency using the exchange rate applicable on the date of transaction. Our applicable exchange rates will be posted daily on the Website (Weblink: www.xxxxx.xx/xxxxx) and will be displayed during the payment transaction. The exchange rate used and the amount that will be debited from the Voucher will also be shown at the time of the transaction.

8.2 For every cross-currency transaction (where Voucher currency is not the payment currency in the Webshop) a general exchange rate fee of the transaction amount will be applied. The exchange rate fee applied is outlined in the fee table on our website www.xxxxx.com.

9. Disputes with Webshops

9.1 If you have any disputes about purchases you have made with your Voucher, you should settle these with the relevant Webshop. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with a Voucher.

9.2 Remember that once you have used a Voucher to make a purchase, we cannot stop that transaction.

10. Liability

10.1 If you are affected by something which is our fault, we will only be responsible for loss you suffer as a direct result up to a maximum of the balance on the Voucher and not for any other loss (for example, loss of reputation).

11.2 In the case of a payment that was incorrectly executed due to an error by us, we shall, as soon as practicable, and at our sole discretion either

- issue you with a new Voucher PIN or,
- transfer to your bank account the payment amount including all fees deducted therefrom and we may ask you for proof of identification and bank details (as necessary).

This shall not apply, and you shall be responsible for all losses on the Voucher:

10.2.1 if you have acted fraudulently or compromised the security of your Voucher with intent or gross negligence; or

10.2.2 if you fail to dispute and bring the incorrectly executed transaction to our attention within 13 months from the date of the transaction.

10.3 In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.

10.4 Subject to the foregoing, we shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.

10.5 We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.

10.6 Nothing in these Terms and Conditions shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

10.7 We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of your Voucher or services provided in these Terms and Conditions.

10.8 We accept no responsibility or liability for a Webshop refusing to honour a transaction on a Voucher or failing to cancel an authorisation.

10.9 We are not liable to you for any losses caused by acts of God, riots, war, natural disasters or other occurrences which are beyond our reasonable control.

10.10 We do not guarantee the permanent availability of the Calida system, in particular the availability of the systems of our online distribution partners or Webshop.

10.11 The Financial Services Compensation Scheme does not apply. To understand how we treat your funds held with us, we recommend you to read through the customer funds safeguarding statement as posted on our website www.xxxxx.com

11. Restrictions

11.1 You shall be able to use a Voucher only within a network of Webshops which have been accepted by Calida as official merchant partners and where our Voucher is stated as an official payment method. Payments on any unauthorized Webshops or platforms are strictly forbidden, and we hold no responsibility for any loss of your funds which may occur.

11.2 You may not use our services if you are residing in certain countries. These countries are displayed on our website and can may be updated from time to time. This list is not exhaustive, and we may in our sole discretion decide to discontinue or restrict our services in other countries at any time and without prior notice. We reserve the right to suspend or terminate your Voucher Account at any time if we reasonably believe to be required to do so by law or to comply with recommendations issued by a relevant government authority or recognised body for the prevention of financial crime.

11.3 It is strictly forbidden to use your Voucher for any illegal purposes including but not limited to fraud and money laundering. We will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using your Voucher to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides.

11.4 It is your and not our responsibility to ensure that you only send payments to Webshops for the sale or supply of goods and services that you may provide or receive in compliance with any applicable laws and regulations. The mere fact that a Webshop accepts payments through us is not an indication of the legality of the supply or provision of their goods and services. If you are in doubt as to the legality of a supply or purchase, you should not continue with your payment.

12. Communication channels

12.1 We will communicate to you via email. For this purpose, you must always maintain a valid email address in your Voucher Account . Using your email, we require you to check for incoming messages regularly and frequently. Any communication sent by email will be deemed received by you on the same day unless the communication is returned to us as not being received by your processor.

12.2 Where legislation requires us to provide you with information in a durable medium (format), Calida will send you an email (with or without attachment) or directing you to information on our Website. This will allow you to print any documents or information for communication within your organisation and to retain a copy for future reference. We recommend that you keep a record of communication with Calida.

12.3 We will communicate to you in English and will always accept communications made to us in English. For non-standard communication, we reserve the right to communicate with you in English.

12.4 Any communications sent to mobile devices by SMS will be deemed received the same day.

12.5 You may contact us at any time by sending an email to our Customer Service at support@calida.financial .

13. Complaints

If you are unhappy in any way with our Voucher or the way our service is managed, tell us by e sending an email to complaints@calida.financial so we can investigate the circumstances for you. Any complaints you make will be dealt with quickly and fairly, and we request to allow us 15 days upon your submission to investigate, verify your complaint and to reply to you. After the 15 days, or after not having received a satisfactory reply from us, you are also able to raise your complaints to the **Office of the Arbiter for Financial Services (“OAFS”)**, First Floor, St Calcedonius Square, Floriana FRN1530, Malta. For additional information, including contact details, you may visit the website at https://financialarbiter.org.mt/en/for_consumers/Pages/Submit-a-Complaint.aspx

14. Privacy

14.1 You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing e-money and payment services to you. This does not affect our respective rights and obligations under data protection legislation. You may withdraw this consent by cancelling your Voucher Account. If you withdraw consent in this way, we will cease using your data for this purpose, but may continue to process your data for other purposes where we have other lawful grounds to do so, such as where we are legally required to keep records of transactions.

14.2 Personal data is collected when you provide personal data on our Website, when registering for a Voucher Account or when we ask you for any reasons to provide us with personal data. We use cookies for the purpose of system protection and protection against misuse. You should accept these cookies in order to use our Website.

14.4 The processing of your data is governed by our Privacy Policy (which can be found on the Website) and which forms part of these Terms and Conditions. You should review this policy prior to agreeing to these Terms and Conditions.

15. Termination and suspension

15.1 We may at any time suspend or terminate our relationship without notice if:

- you breach any condition of these Terms and Conditions or any other condition applicable to our services
- you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of our services; or
- we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.
- We stop offering our services in your country of residence.

15.2 We may suspend our relationship at any time if:

- we reasonably believe that your Voucher or Voucher Account have been compromised or for other security reasons; or
- we reasonably suspect that your Voucher or Voucher Account have been used or is being used without your authorisation or fraudulently; and we shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify you.

15.3 In case of a termination and remaining funds on your Voucher you shall be eligible for a refund as described in Section 3.10. Refund amount can be up to maximum amount of your remaining Voucher funds, or with charging a Redemption Fee.

16. Governing law

These Terms and Conditions are governed by the laws of Malta and the court of Malta will deal with any legal proceedings between us. Communications and notifications shall be made in English.