

Supplementary Terms and Conditions for the World Card

1. These Supplementary Terms and Conditions

- 1.1. These supplementary terms and conditions for the World Card (these **"Supplementary Terms and Conditions"**) govern the use of cards issued by World First UK Limited (**"World First"**) (each, a **"World Card"**).
- 1.2. These Supplementary Terms and Conditions supplement, and form part of, the World Account Terms and Conditions (the **"Terms and Conditions"**) governing the World Account service provided to you by World First.
- 1.3. You can obtain a copy of the latest version of these Supplementary Terms and Conditions by contacting World First using the contact details available on the World First website or by downloading them from the World First website.
- 1.4. By applying for, or using, the World Card, a Cardholder (as defined below) confirms that they accept and agree to these Supplementary Terms and Conditions in their current form, as published on the World First website, and that the Terms and Conditions will be supplemented as set out in these Supplementary Terms and Conditions with immediate effect.
- 1.5. Capitalised terms used in these Supplementary Terms and Conditions shall have the meanings given to them in the Terms and Conditions unless otherwise defined herein.
- 1.6. Where a Cardholder holds more than one World Card, references to **"World Card"** herein refer to each of their World Cards.
- 1.7. Any breach of these Supplementary Terms and Conditions will constitute a breach of the Terms and Conditions.
- 1.8. In the event of a conflict between these Supplementary Terms and Conditions and the Terms and Conditions, these Supplementary Terms and Conditions shall prevail.
- 1.9. World First may amend these Supplementary Terms and Conditions from time to time by giving you no less than two (2) months' notice describing the relevant amendment(s). Notice of changes will be given in accordance with clause 20 of the Terms and Conditions.
- 1.10. Notwithstanding clause 1.9, amendments that (a) make this Agreement more favourable to you and/or (b) are required by applicable Laws, shall come into effect immediately.

2. The World Card

- 2.1. A World Card can be used to make payments for transactions directly related to your business' stated activities.
- 2.2. Each World Card issued to you, an Authorised User or an Authorised Card User (as defined below) (each, a **"Cardholder"**) is linked to your World Account and a Cardholder can only make a payment using their World Card (each, a **"Card Payment"**) provided that you have enough balance in your World Account to support such Card Payment, including any applicable fees and/or any foreign exchange costs.
- 2.3. Cardholders can use their World Card to make Card Payments online, by telephone or in person.
- 2.4. If the value of a proposed Card Payment is greater than the balance in your World Account, the proposed Card Payment will be declined.
- 2.5. No credit will be provided or offered in connection with a World Card, however, a World Card may be accepted as a credit card with a zero-credit line by vendors, service providers or other third parties. Whilst the World Card may be accepted as such, this does not change how Card Payments are made (as set out in clause 4) nor does this constitute the provision of credit.
- 2.6. A World Card may be issued in the form of a virtual card or a physical card.
- 2.7. Cardholders must not use a World Card:
 - 2.7.1. for personal transactions or on behalf of other third-party businesses;

- 2.7.2. for or in connection with any unlawful activity including but not limited to fraud, money laundering and terrorism financing;
- 2.7.3. in any manner that breaches these Supplementary Terms and Conditions, the Terms and Conditions and/or applicable Laws; or
- 2.7.4. in connection with a Prohibited Category (as defined in Schedule 1 hereto).
- 2.8. Each Cardholder must notify World First promptly if they become aware or suspect that their World Card has (or may have) been used in any of the ways listed in clause 2.7.
- 2.9. Any Card Payment made in connection with a Prohibited Category will be declined.

3. World Card Holders

- 3.1. To apply for a World Card, an applicant must be (a) the holder of a World Account, which is valid, active and functioning and is not suspended, restricted or terminated or (b) an Authorised User.
- 3.2. To be eligible for a World Card, you must successfully pass World First's checks and your business must be organised or registered in a supported country, region or territory.
- 3.3. You may apply for more than one World Card and each of your World Cards will be linked to your World Account.
- 3.4. You or an Authorised User may apply for a World Card to be issued to one of your directors (an **"Authorised Card User"**).
- 3.5. These Supplementary Terms and Conditions and the Terms and Conditions shall also apply to the use of any World Card by an Authorised User and/or an Authorised Card User and you will ensure that each Authorised User and Authorised Card User complies with these Supplementary Terms and Conditions, the Terms and Conditions and applicable Laws.
- 3.6. You agree that you shall be responsible for all Card Payments made by an Authorised User and/or an Authorised Card User.
- 3.7. World First may impose a limit on the number of World Cards that can be issued to a Cardholder.

4. Card Payments

- 4.1. You authorise World First to use funds from your World Account balance to settle your Card Payments and Card Payments made by Authorised Users and/or Authorised Card Users, including any applicable fees and/or any foreign exchange costs.
- 4.2. Upon a Cardholder making a Card Payment, World First will, without notice, use funds from your World Account to settle such Card Payment on your behalf, including any applicable fees and/or any foreign exchange costs.
- 4.3. World First will, without notice, use funds from your World Account to settle any liability that is due and payable to World First in connection with a Card Payment (including, but not limited to, any Card Fees (as defined below)).
- 4.4. The amount that a Cardholder can pay using a World Card is subject to limits. These include a daily limit, a monthly limit and a limit per Card Payment (together, the **"Limits"**). The Limits are set out in the World Account portal. If a proposed Card Payment exceeds a Limit, the Card Payment will be declined. World First may amend any of the Limits at its sole discretion, from time to time. World First will provide you with reasonable notice prior to amending any of the Limits save where World First believes that such notice would be unlawful or contravene its internal policies.
- 4.5. When a Card Payment is made, World First may receive a transaction notification (a **"Transaction Notification"**) in respect of such Card Payment from the relevant payment network, such as Mastercard or Visa (the **"Payment Network"**). World First is authorised to treat any Transaction Notification as though it is a Card Payment made by the relevant Cardholder.

- 4.6. World First shall not be required to verify the authenticity, accuracy and validity of a Transaction Notification or whether it complies with any contract the relevant Cardholder has entered into with a third party in connection with such transaction.
- 4.7. Each Cardholder agrees that any use of their World Card constitutes their authorisation and consent to make a Card Payment.
- 4.8. Certain Card Payments may need to be authorised by World First. World First may require a Cardholder to provide certain information before it can authorise a Card Payment, including to confirm their identity. WorldFirst will contact you if this is required.
- 4.9. World First cannot guarantee that each Card Payment will be successfully made.

5. Foreign Exchange

- 5.1. A World Card can be used to make payments in the currencies supported by the Payment Network. For more information, Cardholders should contact World First using the contact details available on the World First website
- 5.2. A Card Payment that is made in a currency that is already held in your World Account will be settled using funds from that currency balance in your World Account. If the value of the Card Payment is greater than the relevant currency balance in your World Account, World First will convert the full payment amount into GBP and settle the Card Payment using funds from that currency balance. If the GBP balance in your World Account is less than the payment amount, the Card Payment will be declined.
- 5.3. If a Cardholder make a Card Payment in a currency that is not held in your World Account, World First will convert the relevant payment amount into a currency selected by World First which is held in your World Account at an exchange rate reasonably determined by World First on the date of the conversion. The amount of the Card Payment will then be deducted from the balance of the relevant currency balance in your World Account.
- 5.4. If a Cardholder is making a Card Payment in a currency that is not supported by the World Card, World First will convert the amount into a currency selected by World First that is supported by the World Card at the Payment Network's then current exchange rate. For more information regarding which currencies are supported by the World Card and the Payment Network's exchange rates, Cardholders should contact World First using the contact details available on the World First website.
- 5.5. If a Cardholder receives a refund for a Card Payment in a currency already held in your World Account, World First will credit the refund to the relevant currency balance in your World Account. If you receive a refund in a currency that is not supported by the World Account, World First will convert the refund amount into GBP at the Payment Network's then current exchange rate and then credit the refund to the GBP balance in your World Account.

6. Security

- 6.1. The details of a Cardholder's World Card (the "**Card Details**") will be shown in your World Account portal. Cardholders are responsible for keeping their Card Details safe. Cardholders will not share or allow anyone else to access or use their Card Details. World First will not be liable for any loss arising in connection with any unauthorised use of a World Card due to a Cardholder's failure to keep their Card Details safe.
- 6.2. Each Cardholder will inform World First immediately if there is reason to believe that someone else knows their Card Details or if their Card Details have been or will be misused or stolen. In such circumstances, World First may disclose to law enforcement any information that is reasonably required to assist with any investigation.
- 6.3. You shall regularly review your World Account statements to check for unauthorised Card Payments and, if identified, report these to World First without undue delay.

7. Chargebacks and Refunds

- 7.1. If a Cardholder believes a Card Payment to be fraudulent or unauthorised, or if they wish to cancel or amend a Card Payment, they must contact World First as soon as possible. In any event, unauthorised Card Payments must be notified to World First no later than 13 months after the payment date.
- 7.2. To dispute a Card Payment, a Cardholder should provide World First with any and all information requested. World First may deny a request to dispute a Card Payment if the relevant Cardholder fails to provide any requested information within the relevant period set by the Payment Network. For more information about such period, Cardholders should contact World First using the contact details available on the World First website
- 7.3. World First may choose, in its reasonable discretion, not to proceed with a chargeback in connection with a disputed Card Payment including, but not limited to, where it is not provided with sufficient information in connection with the Card Payment, not provided with requested information in a timely manner, and/or the Card Payment breaches these Supplementary Terms and Conditions, the Terms and Conditions and/or applicable Laws.
- 7.4. World First cannot guarantee the time it takes to complete its investigation into, or whether you will receive any refund in connection with, a disputed Card Payment.
- 7.5. You agree to indemnify and hold harmless World First for any and all losses, damages, actions, claims and liabilities which may arise, directly or indirectly, from a Cardholder's disputed Card Payments.
- 7.6. If a Cardholder is entitled to the reversal of a disputed Card Payment and the bank that originally received the funds has credited an amount (the "**Refunded Amount**") to World First to refund such Card Payment, World First will credit the Refunded Amount to your World Account. World First is not responsible for any difference between the amount of the disputed Card Payment and the Refunded Amount. World First reserves the right to apply all or part of the Refunded Amount against any charges incurred in connection with the disputed Card Payment, for settlement of other proposed Card Payments and/or to settle any liability that is due and payable to World First.
- 7.7. Where you have received a refund more than once in connection with the same disputed Card Payment, you agree to notify World First promptly and you authorise World First to debit from your World Account any refund amount in excess of the originally granted refund.

8. Fees and Costs

- 8.1. The fees and costs payable to World First in connection with the World Card (the "**Card Fees**") are set out on the Pricing Page which can be found at <https://www.worldfirst.com/uk/pricing>.
- 8.2. Any Card Fees that become payable by a Cardholder will be debited from your World Account by World First. If the balance of your World Account is less than the Card Fees owed by a Cardholder, the balance of your World Account will be debited by World First and you must pay in the remaining amount of the outstanding Card Fees within five (5) calendar days. If you do not make this payment in time, the relevant World Card may be cancelled or suspended by World First. Any outstanding Card Fees will be debited from your World Account when funds are next deposited into your World Account. To reactivate a World Card that has been suspended pursuant to this clause, Cardholders should contact World First using the contact details available on the World First website
- 8.3. From time to time, World First may update the Card Fees and will notify you of any such change by giving you at least two (2) months' prior written notice.
- 8.4. Notwithstanding clause 8.3, changes to the Card Fees that are favourable to you may (if applicable) be applied immediately and without notice.
- 8.5. Cardholders may also be charged a surcharge by a merchant in connection with a Card Payment. Where applicable, any such

surcharge will be included in the total amount debited from your World Account.

9. Suspension, Cancellation, Termination and Expiry

- 9.1. World First may, in its reasonable discretion, cancel, suspend or restrict your use of your World Account and/or a Cardholder's World Card immediately without prior notice if it becomes aware, or has reason to believe, that:
 - 9.1.1. the security of such World Card or your World Account has been compromised;
 - 9.1.2. the balance in your World Account is not sufficient to cover the amount of any Card Payment;
 - 9.1.3. a Card Payment exceeds a Limit as described in clause 4.4;
 - 9.1.4. a Cardholder has breached any term of these Supplementary Terms and Conditions or the Terms and Conditions, or breached applicable Laws; and/or
 - 9.1.5. such World Card has been used in any of the ways listed in clause 2.7.
- 9.2. World First will notify you and inform you of the reasons prior to any cancellation, suspension or restriction of your World Account or a Cardholder's World Card pursuant to these Supplementary Terms and Conditions unless doing so may risk the security of your World Account or such World Card, breach applicable Laws or if World First is unable to inform you in advance. Where World First is unable to notify you in advance, it will notify you as soon as practicable afterwards, provided that, in each case, it is permitted by applicable Laws.
- 9.3. The closure of your World Account will automatically result in the cancellation of your World Card. However, the cancellation of a Cardholder's World Card will not automatically result in the closure of your World Account.
- 9.4. You may suspend the use of a World Card via the World Account portal. Once you have suspended a World Card, you cannot use it until it is reactivated using the World Account portal.
- 9.5. Subject to clause 9.6, a Cardholder may cancel their World Card immediately at any time.
- 9.6. Any request to cancel a World Card that is initiated by a Cardholder is subject to the following in connection with such World Card:
 - 9.6.1. full settlement of all Card Payments, including any applicable fees and/or any foreign exchange costs;
 - 9.6.2. there being no unresolved disputed Card Payments; and
 - 9.6.3. any other conditions reasonably necessary to enable World First to comply with applicable Laws.
- 9.7. If a Cardholder's World Card is suspended or cancelled, they must cancel or modify any future transactions set up prior to suspension or cancellation. World First is not responsible for cancelling or transferring any such arrangements.
- 9.8. Any sums owed by a Cardholder to World First under these Supplementary Terms and Conditions shall become immediately due and payable on the date on which these Supplementary Terms and Conditions are terminated, which is the date that such Cardholder's World Card is cancelled.
- 9.9. Card Payments will be declined if they are attempted using a World Card after its expiry date or after it has been suspended or cancelled.
- 9.10. You remain liable for all Card Payments, including any applicable fees and/or any foreign exchange costs, and any amount payable by a Cardholder to World First notwithstanding any suspension, restriction, termination or cancellation of your World Account and/or a Cardholder's World Card or the expiration of a Cardholder's World Card.

10. Representations and Warranties

- You represent and warrant that:
- 10.1. you have and will maintain all required rights, powers, authority, permits, licences, consents, permissions and authorisations that may be required in connection with your activities under these Supplementary Terms and Conditions;

- 10.2. you have full power and authority to agree to and accept these Supplementary Terms and Conditions;
- 10.3. your agreement to, and acceptance of, these Supplementary Terms and Conditions, and the performance of your obligations contemplated under these Supplementary Terms and Conditions, does not violate applicable Laws;
- 10.4. all information provided by you is true, accurate and complete in all material respects as at the date of these Supplementary Terms and Conditions or, if later, when the information is provided, and you will notify World First promptly of any changes to such information;
- 10.5. you will fully comply with all applicable Laws;
- 10.6. your business is operated, and will be operated, in your jurisdiction of incorporation; and
- 10.7. you will use the World Card only for transactions directly related to your business' stated activities and not for personal transactions or on behalf of other third-party businesses.

11. Indemnity

You agree to indemnify World First, its affiliates, employees, directors, officers, agents and representatives (together, the "Indemnified Persons") and to hold them harmless from any and all losses, damages, actions, claims and liabilities which may arise, directly or indirectly, from a Cardholder's use of the World Card and/or breach of these Supplementary Terms and Conditions or applicable Laws.

12. Liability

- 12.1. Each Cardholder must resolve any complaint or dispute against any vendor, service provider or other third party directly and no claim against any of them may be made against or set off against World First.
- 12.2. Any liability of World First, including for claims, expenses, damages or indemnity obligations under or in connection with these Supplementary Terms and Conditions will be subject to clause 18.7 of the Terms and Conditions.
- 12.3. World First shall not be liable to any Cardholder for:
 - 12.3.1. any loss of profit, business opportunity or reputation;
 - 12.3.2. any action for damages made against such Cardholder by such Cardholder's payment beneficiary;
 - 12.3.3. any indirect or consequential losses (whether foreseeable or not);
 - 12.3.4. the refusal of any third party to accept a Card Payment;
 - 12.3.5. any aspect of any goods or services purchased using such Cardholder's World Card;
 - 12.3.6. any loss or damage that is not foreseeable; and/or
 - 12.3.7. any loss suffered as a result of a Card Payment not being authorised by World First.

13. Limitation of Service and Force Majeure

- 13.1. Subject to clause 8.3, World First may amend and update any aspect of the World Card service and shall give you notice of any material change by sending an email to the primary email address recorded on your World Account or notifying you when you log into your World Account. Your primary email address can be updated in the World First portal. A Cardholder's continued use of the World Card after any such change shall constitute their consent to such change as they will be deemed to have accepted the change unless they notify World First that they do not accept it before the proposed date of its entry into force. If a Cardholder disagrees with any change, they have the right to cancel their World Card immediately, subject to clause 9.6.
- 13.2. World First reserves the right to suspend or discontinue any aspect of the World Card service at any time, without notice and without liability where required by applicable Laws
- 13.3. The Indemnified Persons will not be liable for any losses arising from the unavailability of the World Card service due to any of the following reasons:
 - 13.3.1. a system suspension which was announced by World First in advance;

- 13.3.2. a failure in data transmission due to a breakdown in telecommunications equipment and systems;
 - 13.3.3. a failure in system operations due to a storm, earthquake, tsunami, flood, electricity blackout, war, terrorist attack or other Force Majeure event which is beyond World First's reasonable control; or
 - 13.3.4. hacking, website upgrades, acts or omissions of a government authority prohibiting or impeding World First and/or its affiliates from providing the World Card service, or non-performance by a third party for any reason beyond the reasonable control of World First and its affiliates.
- 13.4. If World First fails to perform or is delayed in performing its obligations under these Supplementary Terms and Conditions due to Force Majeure events, then World First will notify you as soon as reasonably practicable. In such circumstances, World First shall be entitled to a reasonable extension of the time for performing its obligations under these Supplementary Terms and Conditions.

14. Miscellaneous

- 14.1. Nothing in these Supplementary Terms and Conditions confers or is intended to confer a benefit enforceable by a person who is not you or World First and no term of these Supplementary Terms and Conditions is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not you or World First unless expressly stated herein.
- 14.2. The provisions of these Supplementary Terms and Conditions are severable and the invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other part of these Supplementary Terms and Conditions.
- 14.3. You consent to World First assigning its rights under these Supplementary Terms and Conditions to an affiliate or successor pursuant to a merger, consolidation or sale of a substantial portion of its business. You may not assign your rights under these Supplementary Terms and Conditions without World First's prior written consent. In the event that World First assigns its rights in accordance with this clause, you agree to the transfer of the funds held on your World Account to the assignee. These Supplementary Terms and Conditions continue to the benefit of World First's and your respective successors and assignees.
- 14.4. Any failure by World First to exercise any of its rights under these Supplementary Terms and Conditions shall not constitute a waiver of such right or a waiver with respect to a subsequent or similar breach. A waiver shall be effective only if made in writing.

15. Governing Law and Jurisdiction

- 15.1. These Supplementary Terms and Conditions shall be governed by and construed in accordance with English law.
- 15.2. The English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with a Cardholder's World Card or these Supplementary Terms and Conditions.

Schedule 1

Prohibited Categories

1. In accordance with clause 2.9 above, any Card Payment made in connection with any of the following goods, services, businesses and/or industries (each, a **"Prohibited Category"**) will be declined:
 - 1.1. gambling-related activities including, but not limited to, casinos, betting, lotteries and online gambling;
 - 1.2. religious, political, social, civic and fraternal organisations and associations;
 - 1.3. charitable, non-profit and social service organisations;
 - 1.4. debt collection and bail and bond payments, and businesses and activities related to them;
 - 1.5. counselling services including, but not limited to, financial counselling, marriage counselling, family counselling, alcohol and drug abuse counselling and other personal counselling;
 - 1.6. dating and escort services including, but not limited to, computer and video personal introduction and matchmaking services;
 - 1.7. businesses providing general support services to governments;
 - 1.8. transactions between governmental offices, departments or agencies;
 - 1.9. associations and cooperatives providing services or assistance in connection with farming;
 - 1.10. timeshare real estate and businesses and activities related to it;
 - 1.11. transactions conducted by a card acceptor providing: (i) a service in which funds are delivered or made available to a person other than the cardholder; (ii) the loading of funds into an account; or (iii) the loading of funds onto a stored value or prepaid card;
 - 1.12. MoneySend transactions;
 - 1.13. businesses facilitating transfers of funds to a Mastercard, Maestro or Cirrus account using the Mastercard network;
 - 1.14. businesses facilitating transactions in which funds are delivered or made available to a person or to an account including, but not limited to, non-face-to face transactions such as online transactions;
 - 1.15. businesses that sell insurance products and services;
 - 1.16. businesses that buy, sell or broker securities, stocks, bonds, commodities and/or mutual funds;
 - 1.17. opening or funding a deposit account, and payment of existing debts and/or loan fees;
 - 1.18. cryptocurrencies and financial and payment instruments and products including, but not limited to, cheques, travellers cheques, foreign currency, money orders and bonds;
 - 1.19. pawn shops;
 - 1.20. artwork, antiques, precious stones and metals, watches, clocks and jewellery, and businesses and activities related to them;
 - 1.21. new and used automotive vehicles, motorhomes, mobile homes, aircraft and farm vehicles, and parts, accessories, equipment, supplies, businesses and activities related to them;
 - 1.22. goods for home repairs and improvements including, but not limited to, home appliances, equipment and supplies;
 - 1.23. chemicals and allied products, and businesses and activities related to them;
 - 1.24. video games, electronic games, videotapes, laser discs and DVDs, and businesses and activities related to them;
 - 1.25. audiotext and videotext services that can be accessed via phone, fax or over an open network such as the Internet including, but not limited to, polls, sweepstakes, adult chat and entertainment, sports scores, stock market quotes and horoscope readings;
 - 1.26. tobacco-related products and electronic nicotine delivery systems including, but not limited to, cigarettes, cigars, pipes, smokers' supplies and e-cigarettes, and businesses and activities related to them;
 - 1.27. cash disbursement transactions; and
 - 1.28. any other goods, services, businesses and/or industries that fall outside of World First's risk appetite.