



Terms & Conditions

UNITED KINGDOM



About our Terms

This Account and Cardholder Agreement ("Agreement") is made up of three Parts:

Part 1 – The terms and conditions governing the Account which are between you, Plata Capital Limited (trading as "Sokin") and Currency Cloud Limited.

Part 2 – The terms and conditions governing the Sokin Debit Mastercard which are between you and Transact Payments Limited.

Part 3 – The Fees and Limits Schedule

IMPORTANT INFORMATION: Please read this Agreement carefully before activating your Sokin Account. This Agreement becomes effective and binding on you upon your activation or use of your Sokin Card or Sokin Account and for the entire period of validity of your Sokin Card and Sokin Account.

You can download or print the latest version of the above terms and conditions at any time from the Sokin App and/or request a paper copy from Customer Services.

If you do not agree with or accept any of these terms and conditions, you should close your Sokin Account, cancel your Sokin Card and stop using the Sokin App.

These terms and conditions govern the Sokin Debit Mastercard ("Cardholder Agreement") and the electronic money account (Terms) and the provisions of the Fee & Limits Schedule (Part 3), (collectively the Agreement) and constitutes a binding agreement in accordance with the Terms.

Part 1

Definition and interpretation

Under these Terms & Conditions:

"Applicable Law" means any applicable law (including but not limited to, any local law of the jurisdictions into which the Sokin Account is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Scheme related to the issuance, sale, authorisation or usage of the services to be provided under this Agreement. or such other rule as deemed valid by Sokin from time to time.

"Available Balance" means the value of unspent funds loaded onto your Sokin Account and available to use;

"Beneficiary" mean a third party who you wish to transfer funds to via Payment Services;

"Business Day" means any day other than a Saturday or a Sunday or a public or bank holiday in England or Gibraltar;



"Currencycloud" means Currency Cloud Limited, a company incorporated under the laws of England and Wales with its registered office at 12 Steward St, London E1 6FQ with registration number 06323311. Currencycloud is authorised and regulated by the Financial Conduct Authority (FRN: 900199);

"EEA" means European Economic Area;

"Exchange Rate" means the price of one currency in terms of another currency.

"Expiry Date" means the expiry date showing on your Card;

"Fee" means any fee payable by you as referenced in the Fees and Limits document found on the Sokin Website at <https://www.sokin.com/legal.html>;

"Fees and Limits Schedule" means the schedule contained in this Agreement, published on the Sokin Website and contained on the Sokin Mobile App;

"Foreign Exchange Contract" is a transaction that involves a contract for the exchange of one currency for another at an agreed Exchange Rate;

"KYC" means "Know Your Customer" and constitutes our verification of your Personal Details.

"Merchant" means a retailer or any other person that accepts e-money.

"Payment Method" means bank transfer and payment instruments including, but not limited to, debit cards;

"Payment Services" means services enabled under your Sokin Account, including but not limited to, Remittance and Transactions;

"Person" refers to an individual or a legal entity under English Law;

"Personal Details/Personal Data" means the registered personal identity details relating to the use of your Online Account including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.

"Regulatory Authority" means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Sokin related to the issuance, marketing, sale, authorisation or usage of the Program(s) or services provided under this Agreement.

"Remittance" refers to the transfer from your Sokin Account to a Beneficiary, or vice versa, as the case maybe;

"Remittance Contract" refers to the remittance orders taken in whole based on the Customer's instructions over a period of time under lawful contractual terms;

"Remittance Details" includes details of the Beneficiary, source currency and amount to be converted and such other details and information as set out in the Sokin Mobile App;



"Remittance Order" means an instruction by Customer ordering Sokin to execute a Remittance payment based on the Remittance Details;

"Scheme" means Mastercard as applicable and as shown on your Card. Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated;

"Sokin" means Plata Capital Limited Registered Office: 1st Floor 90 Chancery Lane, London, United Kingdom, WC2A 1EU Registered Number 10958599. Registered in England and Wales;

"Sokin Account" means the electronic money account associated with your Card and which you open and use through the Sokin Mobile App;

"Sokin Card" means any Card issued to you in accordance with this Part 2 of this Agreement;

"Sokin Customer Service" means the support email address help@sokin.com and the local support phone number found at sokin.com/help which can be contacted for any support related queries;

"Sokin Materials" include any software (including without limitation the Sokin App, the API, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed and provided by Sokin or its affiliates to you, or available for download from the Sokin Website.

"Sokin Mobile App" means the Mobile application provided by Sokin for the opening and ongoing use of the Sokin Account;

"Sokin Website" or "Website" means the website available at www.sokin.com

"Transaction" means using your Sokin Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Sokin Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Sokin Card;

"Transact Payments" means Transact Payments Limited ("TPL") a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA company registration number 108217 and authorised by the Gibraltar Financial Services Commission;

"Username and Password" means a set of personal codes selected by you in order to access your Sokin Account;

"We", "us", "our" means Sokin;
ount is opened and maintained.

1. OVERVIEW

1.1 By completing the Sokin Account opening process, you agree to be bound by this Agreement and any terms referenced in the Agreement, which are applicable to the



Sokin Account and the Payment Services provided via your Sokin Account, unless those Payment Services are expressly excluded within this Agreement.

1.2 Your Sokin Card, and any payment services linked to the Sokin Card, are provided by Transact Payments in accordance with the terms contained in Part 2 of this Agreement.

1.3 Your Sokin Account and any payment services associated with the Sokin Account, are provided via Currency Cloud. By entering into this Agreement, you authorise Sokin to act on your behalf with the Currency Cloud, and its affiliates from time to time, in relation to the Payment Services you undertake via your Sokin Account. By agreeing to these Agreement, you are confirming acceptance and receipt of the Currency Cloud terms found at: <https://www.currencycloud.com/wp-content/uploads/2021/07/Terms-of-Use-UK-CC-Ltd-19-July-21.pdf>.

1.4 In the event of any discrepancies between Part 1 of this Agreement and the Currency Cloud terms referred to in clause 1.3, in relation to your Sokin Account and any payment services associated with the Sokin Account, the latter shall prevail.

1.5. Your Sokin Account is an electronic money account and allows you to:

I. hold, send, receive or withdraw electronic money in the currencies that we support and which you nominate for your Sokin Account as selected by you from the currencies that we make available from time to time via the Sokin App.

II. convert your denominated currencies to a foreign currency and then pay a Beneficiary.

III. receive foreign currency from your payee and transfer to your denominated bank account in your local currency; and

IV. if you elect to be issued a Sokin Card, you can use it at any Merchant who accepts the Scheme to carry out Transactions.

2. YOUR SOKIN ACCOUNT

2.1 The electronic money held on your Sokin Account does not earn any interest. Electronic money accounts are not regulated bank accounts. In entering into these Terms & Conditions you acknowledge and agree that the UK's Financial Services Compensation Scheme (FSCS) does not apply to your Sokin Account. In the unlikely event that we become insolvent, you may lose the electronic money held in your Sokin Account. However, UK national legislation apply to us and these are designed to ensure the safety and liquidity of funds deposited in electronic money accounts.

2.2 You can withdraw funds from your Sokin Account in accordance with this Agreement. However, we may need to confirm your identity beforehand. There is no minimum withdrawal amount but the funds on your Sokin Account must be sufficient to cover any applicable fees due.

2.3 The electronic money on a Sokin Account belongs to the person, or legal entity, that is registered as the Sokin Account holder. No person other than the Sokin Account holder has any rights in relation to the funds held in a Sokin Account, except in cases of succession. You may not assign or transfer your Sokin Account to a third party or



otherwise grant any third party a legal or equitable interest over it.

2.4 Your Sokin Account may be subject to limits related to uploads, payments and withdrawals limits, depending on your country of residence, regulatory requirements, any pending verification queries related to your Sokin Account and other factors used by us to determine such limits from time to time at our sole discretion. For further information regarding any applicable limits please refer to the Sokin Fees and Limits document which is available on the Sokin Website.

3. SOKIN ACCOUNT OPENING

3.1 When opening the Sokin Account, you must ensure that the information that we require from you to verify your identity and address either during the sign-up process or any time after is true, accurate, and complete. Failure to provide such additional details may delay your access to the Sokin Payment Services via the Sokin Mobile App or withdrawals.

3.2 You may only open and access a Sokin Account if it is legal to do so in your country of residence or the country from which you are accessing it. By opening a Sokin Account, and utilising Payment Services, you represent and warrant to us that your opening of a Sokin Account does not violate any laws or regulations applicable to you. You shall pay us the amount, or we may withhold an amount equivalent, of any losses incurred in connection with your breach of this term. If you do not provide any verification information or cooperate as instructed with requests related to ID or address verification, within any deadline provided by us, this may impact the use of your Sokin Account including withdrawals.

3.3 You agree to only add Payment Methods, for deposits or withdrawals, to your Sokin Account if you are the named holder of the account for that Payment Method. We take any violation of this requirement very seriously and will treat any attempt to add a Payment Method of which you are not the named holder as a fraudulent act.

3.4 To apply for a Sokin Account and Card, and undertake any Payment Services, you must be at least 18 and a resident in the UK.

3.5 Regardless of the type and number of Sokin Cards you have, you will have only one Sokin Account where your Available Balance is located. If we discover that you do have more than one Sokin Account, we may block your Sokin Accounts and terminate this Agreement.

4. SOKIN ACCOUNT MAINTENENCE

4.1 You must check all notifications and correspondence that we provide you with in accordance with Section 13. We normally do this via the Sokin App and by e-mail unless we are required to do so in a more durable form. We shall not be liable for any loss arising out of your failure check the correspondence that we send you.

4.2 Deposits, conversions, transfers received, transfers sent, transactions and withdrawals are displayed in your online transactions history on the Sokin Mobile App together with the date of receipt or transmission (the debit value date), any fees charged and, where applicable, any Exchange Rate used. You should check your Sokin Account balance and transaction history regularly. In the unlikely event that you notice any irregularities, you must contact Sokin Customer Service as soon as possible.



4.3 Subject to the provisions of this Agreement, in order to claim a refund for an unauthorised or incorrectly executed payment transaction on your Sokin Account you must notify us without undue delay after becoming aware of the unauthorised or incorrect transaction and in any event no later than thirteen (13) months after the debit date of the transaction.

4.4 In the event that a Transaction is made which is initiated by a Payee, we will provide a refund of that amount, subject to clause 4.5, only in circumstances where you can prove that:

4.4.1 the exact Transaction amount was not specified when you authorised the payment; and

4.4.2 the amount of the Transaction exceeds the amount that you could have reasonably expected, taking into account your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case.

4.5 The refund referred to in 4.4 will not be provided if:

4.5.1 the amount relates to currency exchange fluctuations; or

4.5.2 you have given your consent to execute the Transaction directly to us; or

4.5.3 information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks prior to the due date of the Transaction; or

4.5.4 you request the refund from us later than 8 weeks from the date on which it was debited.

4.6 You must take all reasonable steps to keep your Sokin Account password and any other security features safe at all times and never disclose them to anyone. Our personnel will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your Sokin Account password or other security features, should be reported to us. If you are in doubt whether a message is genuine, you should contact Sokin Customer Service.

4.7 Failure to comply with condition 4.6 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe, or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances, your maximum liability shall be as set out below.

4.8 You must change your password regularly (at least every three (3) months) in order to reduce the risk of a security breach in relation to your Sokin Account. You should not choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. You should ensure that you never allow anyone to access your Sokin Account or watch you accessing your Sokin Account. You must comply with the security procedures we tell you about from time to time.

4.9 You must immediately change your password and contact the Sokin Customer Service immediately if you have any indication or suspicion of your Sokin Account login details, password or other security feature is lost, stolen, or otherwise compromised. Any undue delay in notifying may result in you being liable for any losses.



4.12 We may suspend your Sokin Account and any Payment Services, or otherwise restrict the functionality of both on reasonable grounds relating to the security of the Sokin Account or any of its security features or if we reasonably suspect that an unauthorised or fraudulent use of your Sokin 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.

4.13 If we think your Sokin 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.

4.14 You must always ensure that your login details are not stored by or cached or otherwise recorded.

4.15 You must notify us of any change in your Personal Details as soon as possible by contacting Sokin Customer Services or updating the details in your Sokin App. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.

4.16 We reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering.

5. SOKIN ACCOUNT PAYMENT SERVICES

Uploads

5.1 You can upload funds into your Sokin Account via the Sokin Mobile App, by logging into you Sokin Account and following the relevant upload instructions. You may be presented with a number of different upload methods, depending on which Payment Methods are available in your country of residence. Upload methods are payment services provided by third party financial institutions (for example, the issuer of the payment card you use to upload funds or third party direct banking service providers) and are not part of our service. We reserve the right to change or discontinue the acceptance of any particular upload method at any time. We do not provide loading services and are not responsible for the upload payment until the uploaded funds are received by us.

5.2 If you upload funds using a Payment Method that may be subject to a right to claim funds back (a "Chargeback") such as (but not limited to) debit card or direct debit, you declare that you will not exercise such Chargeback other than for unauthorised use of the Payment Method or for a breach by us of this Agreement which would result in you having a right to a refund of the uploaded amount. Otherwise, you may not Chargeback any upload transaction or allow Chargeback of any upload transaction for reasons for which we are not responsible including (but not limited to) disputes with merchants for non-delivery of goods or services or



insufficient balance on the Payment Method account. We reserve the right to charge you fees and expenses we incur in connection with such Chargeback and any action undertaken to challenge the same.

5.3 If a Chargeback or reversal of an upload transaction results in a negative balance in your Sokin Account, you will be required to repay such negative balance by uploading sufficient funds into your Sokin Account. A lien may be placed on your account which will prevent any debit or outgoing transactions to be performed on your account until the negative balance becomes positive via the uploading of credit funds into your account.

5.4 Uploaded funds will be credited to your Sokin Account once the funds have been received by us. Funds may be credited to your Sokin Account immediately, but are subject to reversal if the actual funds do not reach us within a reasonable time in which case we will deduct such reversed transaction from the balance of your Sokin Account. If your Sokin Account balance is insufficient, we reserve the right to require repayment from you.

5.5 For the purposes of an upload transaction through a Payment Method, we are an e-money issuer and will issue e-money in exchange for the funds received. We will not be acting as a payment service provider when receiving such funds.

5.6 Uploads should only be made through a Payment Method if you are the named holder of that Payment Method. We take any violation of this requirement very seriously and will treat any attempt to use a Payment Method of which you are not the named holder as a fraudulent act.

5.7 Uploads may be subject to upload limits due to security, regulatory and legal requirements. We are not responsible for any loss or delay resulting from the impact of these limits.

Withdrawals

5.8 You can request a withdrawal of all, or part of the funds held in your Sokin Account at any time. Withdrawal methods are payment services provided, at least in part, by third party financial institutions (for example, the bank where you hold a bank account). We do not guarantee the availability of any particular withdrawal method and may make changes to or discontinue a particular withdrawal method at any time, as long as there is at least one withdrawal method available to you. Where the withdrawal payment is received by you through the involvement of a payment service provider (such as the bank where you hold a bank account), we shall not be responsible for the withdrawal payment once the withdrawn funds are received by your payment service provider.

5.9 Your Sokin Account may be subject to withdrawal limits. These limits can be based on legal and regulatory requirements of the jurisdiction you are in. Before uploading any funds into your Sokin Account, you must ensure that your current withdrawal and spending limits meet your withdrawal and spending requirements as we legally cannot allow you to exceed these limits. If you require any further information on such limits, please contact Sokin Customer Services.

5.10 We may decline a withdrawal request if it exceeds the current limit, and if you have any outstanding identity verification requests on your Sokin Account. In such



circumstances, we would require you to satisfy any outstanding verification requests prior to allowing a withdrawal of funds or to otherwise cooperate with us as required to satisfy such requests.

5.11 For the purposes of a withdrawal transaction, we are a payer and not a payment service provider.

5.12 You must not make a withdrawal to a bank account or other Payment Method if you are not the named holder. We take any violation of this requirement very seriously and will treat any attempt to use a Payment Method of which you are not the named holder as a fraudulent act.

5.13 You must ensure that the payment details confirmed by you when withdrawing funds are correct and complete. We will not be liable for withdrawn funds being sent to the wrong account where this is due to you providing and/or confirming incorrect payment details. You must ensure that the account number, sort code, IBAN and/or BIC/SWIFT are correct. If you have withdrawn funds to the wrong account, you may request that we assist you in reclaiming the funds. However, we may charge you an administration fee as detailed in the Fees and Limits Schedule and we cannot guarantee that the reclaim efforts will be successful.

Transfers

5.14 Within the Sokin Mobile App you are able to make transfers to a Beneficiary. To initiate a transfer you will need to add the recipient as a Beneficiary in accordance with the requirements listed on the Sokin Mobile App. You should only send money to a Beneficiary you know. Once the funds are debited from your Sokin Account, you will not be able to cancel or reverse the transaction.

5.15 You can carry out a transfer to a Beneficiary residing in any of the countries currently supported by Sokin. To view a list of these countries please refer to the Sokin Website. We may make changes to this list as required without following the procedure set out in Section 12 of these Terms & Conditions.

5.16 If a potential Beneficiary is not a Sokin Account holder you will need to initiate the email link option, within the adding Beneficiary functionality on the Sokin Mobile App so that the Beneficiary can sign up. Once the Beneficiary has signed up, they can be added as a Beneficiary in accordance with the requirements listed on the Sokin Mobile App.

5.17 Once the Beneficiary has been added you can elect the currency in which to make the transfer. Transfers can only be initiated to the value of cleared funds within your wallet. In the event that a transfer is initiated to a value greater than cleared funds within your wallet the transaction will not be processed.

Currency conversion

5.18 In the event that a transfer from your Sokin Account is being made in a currency other than the currency of your wallet a foreign exchange conversion will be undertaken on your behalf.

5.19 On initiating the foreign exchange conversion you will be provided with a quote



detailing the amount to be debited from your wallet and the amount to be provided to Beneficiary with a conversion rate. You acknowledge that a price quotation pursuant to this request does not constitute an offer to enter into a foreign exchange transaction.

5.20 Upon receiving the quote from Sokin, the Customer may enter into a Foreign Exchange Contract at the price quoted by Sokin by clicking accept on the Sokin Mobile App. However Sokin is in no way obliged to accept the Customer's offer to enter into a Foreign Exchange Contract and, without limitation, is not obliged to accept the Customer's offer to enter into said contract, if the Customer has exceeded or would exceed a predetermined limit imposed on the Customer under these Terms & Conditions; or where the Customer does not have cleared funds within the Sokin Account to facilitate the transaction.

5.21 Sokin will issue to the Customer an electronic confirmation via email once the Foreign Exchange Contract has been concluded via the Sokin Mobile App. Failure by Sokin to issue a confirmation will not prejudice or affect the relevant Foreign Exchange Contract. Sokin will not bear any liability whatsoever resulting from the failure to issue a confirmation.

5.22 Transfers may be subject to transfer limits due to security, regulatory and legal requirements. We are not responsible for any loss or delay resulting from the impact of these limits. You should be aware that the Beneficiary of a payment may also be subject to withdrawal limits and that this may affect the Beneficiaries' access to the funds you intend to send.

5.23 To transfer money using our Payment Services to a Beneficiary, we may use one of our payment partners to complete the transfer. Therefore, when providing this service, the funds will be instantly credited to the relevant payment partner. The payment partner shall then be responsible for ensuring the onward transmission of the payment to the Recipient. Without prejudice to Section 8, our obligations under these Terms & Conditions for the onward transmission of funds shall be complete once such funds have been credited by us to the relevant payment partner. Therefore, once such credit has been made by us, we shall not be responsible for the onward transmission of such funds by that payment partner.

Receiving Funds

5.24 If you receive funds into your Sokin Account, a notification message will be sent via the Sokin Mobile App and display the payment as a "Receive Money" transaction in your transactions history, together with the date of receipt (the credit value date), the fees charged and, where applicable, any exchange rate used. Each transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history. You should regularly reconcile incoming, and outgoing, payments with your own records.

5.25 You should be aware that receipt of funds to your Sokin Account does not necessarily mean that these transactions cannot be reversed. We reserve the right to reverse a payment if the payer has charged back or otherwise reversed (or is reasonably likely to Chargeback or otherwise reverse) an upload or other payment which was used to fund the payment to your Sokin Account.



Prohibited Transactions

5.26 It is strictly forbidden to send or receive payments, using your Sokin Account or Sokin Card, as consideration for the sale or supply of: tobacco products, prescription drugs, drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable TV descramblers, material which incites violence, hatred, racism or which is considered obscene, government IDs and licences including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or ponzi schemes, matrix programmes or other "get rich quick" schemes or high yield investment programmes, goods or services that infringe the intellectual property rights of a third party, un-coded/miscoded gaming, timeshares or property reservation payments (On and Off Plan). We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to this Agreement or an acceptable use policy published on the Website.

5.27 It is strictly forbidden to make payments, using your Sokin Account or Sokin Card, to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your Sokin Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your Sokin Account for or in connection with illegal gambling transactions. This list is not exhaustive and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.

5.28 It is strictly forbidden to use your Sokin Account or Sokin Card for any illegal purposes including but not limited to fraud and money laundering. We will investigate and report any suspicious activity to the relevant law enforcement agency. We reserve the right to charge you in our sole discretion an administration fee as detailed in the Fees and Limits Schedule for every investigation we undertake into any such suspicious activity, including where we get notified thereof by any third party whom we partner with. You are prohibited from using your Sokin Account in an attempt to abuse, exploit or circumvent the restrictions imposed by a merchant or any third-party provider on the services it provides.

5.29 If you conduct or attempt to conduct any Transaction in violation of the prohibitions contained in this Section, we reserve the right to: reverse the transaction; and/or close or suspend your Sokin Account; and/or report the transaction to the relevant law enforcement agency; and/or claim damages from you; and charge you an administration fee as detailed in the Fees and Limits Schedule if we apply any of the above.

5.30 It is your and not our responsibility to ensure that you only send payments to or receive payments from persons or entities in compliance with Applicable Law. The mere fact that payments are made through your Sokin Account by us is not an indication of the legality of the supply or provision of any goods and services. If you are in doubt as to the legality of a supply or purchase, you should not continue with your payment.



6. SOKIN ACCOUNT CLOSURE

6.1 You may close your Sokin Account via the Sokin Mobile App. You must have a nil balance and not have any disputes or chargebacks which are still pending at the time of the closure by withdrawing any balance on the Sokin Account prior to instructing the closure. Should there be any negative balances or liens placed onto your account due to outstanding disputes or chargebacks, these will need to be removed or resolved before your Sokin account can be closed. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of your funds. For any assistance required contact Sokin Customer Services, and we will attempt to assist you as far as is reasonably practicable.

6.2 After the closure of your account, you will not be able to access your Sokin Account. You will need to complete the account opening formalities via the Sokin Mobile App if you wish to utilise Payment Services via a Sokin Account.

6.3 If you want to access your transaction history after the closure of your Sokin Account, you will need to contact Sokin Customer Service and request the information. You may do so for a period of seven years from the date of closure of your Sokin Account.

6.4 We shall have the absolute right to set-off, transfer, or apply sums held in your Sokin Account in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.

7. FEES

7.1 Fees payable are dependent on the Sokin Account type and level of Payment Services accessed as detailed in the Fees and Limits Schedule. You can view the Fees at any time in the fee summary Section of our Sokin Mobile App.

7.2 By accepting this Agreement, you confirm you have read and agree to be bound by the fees detailed in the Fees and Limits Schedule.

7.3 We will deduct our Fees from your Sokin Account balance. If your Sokin Account balance is insufficient to cover the fees, we may refuse to execute any Payment Services. Reversal or chargeback fees will be deducted when incurred.

7.4 If the deduction of fees, reversal or chargeback fee results in a negative Sokin Account balance, you will be required to repay such negative balance by uploading sufficient funds into your Sokin Account.

7.5 If you elect for the Premium service you elect to pay a subscription fee and your Sokin Account does not hold sufficient funds to cover such fee, by signing up to the subscription service and agreeing to these Terms & Conditions, you agree for such fee to be deducted from the bank details provided when you signed up or the card details stored in the Sokin App.

8. LIABILITY

8.1 If we execute an unauthorised payment or make a payment in error, we shall, as soon as practicable, refund the payment amount including any fees deducted therefrom.



8.2 The provisions of 8.1. do not apply if:

I. the unauthorised payment arises from your failure to keep the personalised security features of your Sokin Account safe in accordance with this Agreement,

II. the transaction is unauthorised, but you have acted fraudulently or compromised the security of your Sokin Account with intent or gross negligence,

III. if you fail to dispute the unauthorised or incorrectly executed transaction within 13 months from the date of the transaction, or

IV. you are otherwise in breach of this Agreement.

in each case you will be liable for any such losses to the extent that they arise from the above.

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

8.4 We shall not be liable for:

i. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

ii. for any damages due to loss, fraud or theft that you have reported to us later than 13 months of the event.

8.5 We will not be liable to you if your contact details have changed and you have not told us.

8.6 Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.

8.7 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, where it is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.

8.8 We will try to make sure our Sokin App and Payment Services are available to you when you need them. However, we do not guarantee that these will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Sokin App or Payment Services without notice. We will not be liable to you if for any reason our Sokin App or Payment Services are unavailable at any time or for any period.

8.9 Nothing in these Terms & 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.

8.10 Our obligation under these Terms & Conditions is limited to providing you with an electronic money account and related payment services and we do not make any



statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a Sokin customer or intermediary.

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

8.12 You agree to indemnify us and the other members of our corporate group from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your breach of these Terms or Condition or any agent acting on your behalf. This provision shall survive termination of the relationship between you and us.

8.13 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

8.14 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), limitedly for the purpose of this clause.

9. YOUR PERSONAL DATA

9.1 Sokin is the Data Controller of your Personal Data associated with the application for and use of the Sokin Account and associated services. Sokin will collect certain information about the purchaser and the users of the Sokin Account in order to operate the the Sokin Account. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the personal data which we request, we will take steps to terminate this Agreement in accordance with clause 11.2 (iii).

9.2 We will manage and protect your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Policy which is provided to you at the time we collect your personal data and which can be found on the Sokin Website and in the Sokin App.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Sokin is the owner of the Sokin Materials. Any rights granted to you over the Sokin Materials are granted by us.

10.2 You may use the Sokin Materials to receive the services that we provide via your Sokin Account. In consideration of you agreeing to abide by the terms of this Agreement, Sokin grants you a non-transferable, non-exclusive licence to use the Sokin App on your device subject to this Agreement. Sokin reserves all other rights.



10.3 Sokin licenses the use of the Sokin App to you on the basis of this Agreement and subject to any rules and policies applied by any Appstore provider or operator whose sites are located at App Store and Google Play. Sokin does not sell the Sokin App to you. Sokin remains the owners of the Sokin App at all times.

10.4 From time-to-time updates to the Sokin App may be issued through App Store or Google Play. Depending on the update, you may not be able to use our Payment Services via the Sokin App until you have downloaded the latest version of the App and accepted any new terms.

10.5 You must not, and may not attempt to, directly or indirectly:

I. transfer, sublicense, or otherwise grant rights in the Sokin Materials to any person or entity;

II. modify, copy, tamper with or otherwise create derivative works of any software included in the Sokin Materials; or

III. reverse engineer, disassemble, or decompile the Sokin Materials or apply any other process or procedure to derive the source code of any software included in the Sokin Materials.

10.6 The App Store[®] is a trademark of Apple Inc. Google Play is a trademark of Google LLC.

11. TERMINATION AND SUSPENSION

11.1 We may terminate your Sokin Account or any payment service associated with it by giving you two months' prior notice which we shall send to the most recent email address with which you have provided us. You may terminate your Sokin Account with us at any time.

11.2 We can suspend your Account, restrict its functionality or terminate this Agreement at any time with immediate effect if:

i. You haven't given us the information we need or we believe that any of the information that you have provided to us was incorrect or false; or

ii. a Transaction has been declined because of a lack of Available Balance or you do not repay money that you owe to us; or

iii. you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement; or

iv. you become bankrupt; or

v. we are required to do so under Applicable Law or where we believe that continued operation of the Program may be in breach of Applicable Law; or

vi. we cannot process some or all of your Transactions due to the actions of third parties; or

vii. you have breached this Agreement.



11.3 In the event that we do suspend or terminate your Account then, where lawfully permitted, we shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

12. AMENDMENTS TO THESE TERMS & CONDITIONS

12.1 We may change these Terms & Conditions in accordance with this clause 12 by providing two months' advance notice to you via the Sokin Mobile App and via email to the primary email address registered with your Sokin Account.

12.2 Changes to any exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

12.3 If you object to the changes, they will not apply to you. However, any such objection within the two-month notice period shall constitute a notice by you to terminate and close your Sokin Account. Your Sokin Account will be closed in accordance with the provisions of Section 11 above. You will be deemed to have accepted any change to this Agreement unless you notify us before the proposed date of the change.

12.4 If any part of this Agreement, or any subsequent change, is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

13. COMMUNICATION BETWEEN YOU AND US

13.1 We will correspond with you via notifications in the Sokin App or email unless relevant legislation or regulations require us to correspond in print form, in which case we will also correspond in print form. You must maintain a valid email address in your Sokin Account profile. You are required to check for notifications on the Sokin Mobile App and on the email address provided regularly and frequently.

13.2 You may contact us at any time by sending an email to Sokin Customer Service at the support email address help@sokin.com and the local support phone number found at sokin.com/help.

14. COMPLAINTS

14.1 You should address any complaints about us, or the services we provide, to: complaints@sokin.com. You should clearly indicate that you are wishing to make a complaint to us. We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.

14.2 Please refer to the Complaints Policy contained on the Sokin Website for further information and details regarding timescales and escalation procedures, in the unlikely event you are unhappy with the outcome.

15. MISCELLANEOUS

15.1 This Agreement is governed by English law



15.2 You agree to the non-exclusive jurisdiction of the courts of England and Wales.

15.3 The English language version of this Agreement and of any communications and Website content will prevail over any other language version which we may issue from time to time.

15.4 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

15.5 We will safeguard your funds so that they are protected in accordance with applicable law if we become insolvent.

15.5 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

15.6 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Sokin Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement.

Part 2

Cardholder Agreement

IMPORTANT INFORMATION: Please read this Cardholder Agreement carefully before activating your Account. This Cardholder Agreement becomes effective and binding on you upon your activation or use of your Card and for the entire period of validity of your Card.

This Cardholder Agreement is between You and Transact Payments Limited ("TPL") a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA company registration number 108217, and authorised by the Gibraltar Financial Services Commission or the Program Manager acting on its behalf.

IMPORTANT INFORMATION: Please read this Cardholder Agreement carefully before activating your Account. This Cardholder Agreement becomes effective and binding on you upon your activation or use of your Card and for the entire period of validity of your Card.

1. Definitions & Interpretation:

Sokin Account

The electronic money account provided by Currency Cloud Limited associated with your Card and opened in accordance with Section 1 of this Agreement.

Additional Card

Any additional Card which is issued to a person any time after the successful registration of a Sokin Account.

Additional Cardholder

A person who you have authorised to hold an Additional Card.



Cardholder Agreement

These terms and conditions relating to the use of your Card(s) as amended from time to time.

Applicable Law

any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Cardholder Agreement or such other rule as deemed valid by TPL from time to time.

Available Balance

The value of unspent funds loaded onto your Account and available for your use.

Business Day

Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Gibraltar.

Card

Any Card issued to you in accordance with this Cardholder Agreement.

Customer Services

The the support email address help@sokin.com and the local support phone number found at sokin.com/help which can be contacted for any support related queries;

EEA

European Economic Area.

Expiry Date

The expiry date showing on your Card.

Fees & Limits Schedule

The schedule referenced in Section 3 of this Agreement.

KYC

Means "Know Your Customer" and constitutes our verification of your Personal Details.

Merchant

A retailer or any other person that accepts e-money via the Card.

Personal Data

The registered personal identity details relating to the use of your Card including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.

Physical Card

A physical/plastic Card that can be used to carry out Transactions.

PIN

Personal Identification Number; that is, the security number provided for use with your Card.



Primary Card

The first Card issued to you following your registration for a Card in accordance with this Cardholder Agreement.

Primary Cardholder

The person who has been issued with the Primary Card and who is responsible for the use of all other Additional Cards in accordance with this Cardholder Agreement.

Program Manager

Plata Capital Limited (trading as "Sokin") with registered Office: 1st Floor 90 Chancery Lane, London, United Kingdom, WC2A 1EU Registered Number 10958599. Registered in England and Wales.

Regulatory Authority

as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this Cardholder Agreement, including without limitation the Gibraltar Financial Services Commission.

Scheme

Mastercard; Mastercard is a registered trademark of Mastercard International Incorporated.

Sokin Mobile App

The mobile application that allows you to access your Sokin Account, perform Sokin Account-related activities and view Card and Transaction related information.

Transaction

The use of your Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Card.

Username and Password

A set of personal codes selected by you in order to access your Sokin Account;

Virtual Card

A non-physical Card, the use of which is limited to online, phone or mail order purchases. For the avoidance of doubt, a Virtual Card cannot be used to make a cash withdrawal from an ATM or bank and any reference to such withdrawals or to a Physical Card in this Cardholder Agreement excludes the Virtual Card.

Website

www.sokin.com

we, us or our

Transact Payments Limited ("TPL") a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA company registration number 108217, and authorised by the Gibraltar Financial Services Commission as an electronic money institution or the Program Manager acting on its behalf.



you or your

You, the person who has entered into this Cardholder Agreement with us by virtue of your use of the Card and any other person you have authorised to use any Cards in accordance with this Cardholder Agreement.

2. Your Cardholder Agreement and Card

2.1 Your Card is issued by us pursuant to a licence from the Scheme and your rights and obligations relating to the use of the Card are subject to this Cardholder Agreement.

2.2 You can download or print the latest version of this Cardholder Agreement at any time from the Website and/or request a paper copy from Customer Services.

3. Purchase and activation of your Card

3.1 To apply for, and use, a Card you must be at least 18 and a resident of the United Kingdom.

3.2 Cards may be obtained and activated via the Sokin Mobile App after registration and successful KYC checks.

3.3 On opening your Sokin Account you will receive a preactivated virtual Sokin Card. In the event that you require a physical Sokin Card this can be requested via the Sokin App. On receiving your physical Sokin Card you will need to activate it via the Sokin App or by calling Sokin Customer Services on the local support phone number found at sokin.com/help who can assist with this process.

3.4 Regardless of the number of Cards you have, you are permitted to have only one Sokin Account where your Available Balance is located. If we discover that you do have more than one Sokin Account, we may block your Card and terminate this Cardholder Agreement.

3.5 Provided we have been able to undertake KYC, you shall receive an activation confirmation by email or on your Sokin Account and you will be able to use the Card.

4. Personal Details

4.1 When entering into Transactions over the internet, some websites may require you to enter your Personal Details and, in such instances, you should supply the most recent Personal Details that you have provided us with.

4.2 You must notify us of any change in your Personal Details as soon as possible by contacting Customer Services or updating the details in the Sokin Mobile App. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.

4.3 We reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Card, you authorise



us to undertake electronic identity verification checks on you either directly or using relevant third parties.

5. Loading your Card

5.1 TPL is not responsible for any funds that have not been loaded onto the Card and does not provide services for loading funds to the Card.

5.2 We reserve the right to request KYC documents and verification of your source of funds at any point.

6. Using your Card

6.1 Your use of the Card is subject to the fees and limits detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance. Fees and limits may vary according to the type of Card.

6.2 Unless we inform you otherwise, you can use the Card at any Merchant who accepts the Scheme to carry out Transactions.

6.3 You must always ensure that you have sufficient Available Balance for each Transaction you authorise (including value added tax and other taxes, duties and applicable fees). If the Available Balance is insufficient to pay for a Transaction, some Merchants may not permit you to combine the use of your Card with other payment methods.

6.4 If for any reason a Transaction is carried out but its amount exceeds the Available Balance, you must pay us the deficit immediately, and if you fail to do so after receiving a notification from us, we reserve the right to take all necessary steps, including legal action, to recover this deficit.

6.5 There are certain circumstances where a Merchant may require you to have an Available Balance greater than the value of the Transaction you wish to make and you will only be charged for the actual and final value of the Transaction. Merchants may request this as they may need to access more funds than you initially planned to spend for example, when making hotel or rental car reservations. In the event that a Merchant has prior authorization on your Card, you will not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access to the exact amount of funds authorised by you.

6.6 Your Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths). We accept no liability if a Merchant refuses to accept payment using the Card.

6.7 We do not recommend using a Virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals, and online purchases picked up in person.

6.8 You must not use the Card as consideration for the sale or supply of the following: tobacco products, prescription drugs, drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable



TV descramblers, material which incites violence, hatred, racism or which is considered obscene, government IDs and licences including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or ponzi schemes, matrix programmes or other "get rich quick" schemes or high yield investment programmes, goods or services that infringe the intellectual property rights of a third party, un-coded/miscoded gaming, timeshares or property reservation payments (On and Off Plan). We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to this Agreement or an acceptable use policy published on the Website.

6.9 It is strictly forbidden to make payments Sokin Card, to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your Sokin Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your Sokin Account for or in connection with illegal gambling transactions. This list is not exhaustive and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.

6.10 You must not use the Card for any illegal purposes.

7. Authorising Transactions

7.1 You will need to give your consent to each Transaction so that we can check it is genuine by, where applicable, a) using your PIN or other security code personal to you; b) providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.

7.2 The time of receipt of a Transaction order is when we receive it. If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.

7.3 Once a Transaction has been authorised by you and received by us, it cannot be revoked.

7.4 Where a Merchant's payment service provider is located within the EEA and the payment services being carried out are in the currency of an EEA Member State, we shall ensure the cash transfer to the Merchant's payment service provider within 4 Business Days following the day on which the Transaction order is received.

7.5 Certain Merchants may not accept payments made through the Card and we accept no liability for this: it is your responsibility to check the restrictions of each Merchant.

7.6 Your ability to use or access the Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Customer Services to notify us of any problems you are experiencing using



your Card and we will try to resolve these as soon as possible.

8. Additional Cards

8.1 At our sole discretion and provided we have received sufficient KYC information/ documents (in accordance with condition 5.2), you may be eligible to apply for an Additional Card for use by an Additional Cardholder by contacting Customer Services or accessing the relevant area in your Sokin Account.

8.2 Additional Cardholders must be at least 18 years old or, provided that you are legally responsible for them, at least 13 years old. Transactions by persons under 18 years of age may not be allowed by some Merchants but in all cases, you shall be responsible for any use of any Additional Cards by such persons. We may request KYC for each Additional Cardholder as required.

8.3 If your Additional Card application is successful, we will send you an Additional Card, which will be subject to a Fee and which you may give to the nominated Additional Cardholder for their exclusive use, provided that:

- i. you provide the Additional Cardholder with a copy of these terms and conditions (which will then bind use by both of you);
- ii. the Additional Card is used only by that Additional Cardholder;
- iii. you retain the Primary Card for your sole and exclusive use in accordance with this Cardholder Agreement;
- iv. all Transactions made on the Additional Card shall be considered as having been authorised directly by the Primary Cardholder, who shall be responsible for such Transactions and any applicable Fees.

8.4 Funds cannot be loaded directly on to any Additional Cards, which will be connected to the same Sokin Account as the Primary Card. The Sokin Account may only be loaded by Primary Cardholder in accordance with condition 5.

8.5 You must ensure that any Additional Cardholders under 18 years of age do not use a Card for any purpose for which the minimum age is at least 18 e.g. purchase of alcohol, adult entertainment or gambling.

8.6 Additional Cards cannot be issued in or mailed to India.

9. Managing & Protecting Your Card

9.1 You will be provided with a PIN when you activate your Card. You will need this PIN in order to make cash withdrawals from an ATM (permitted for Physical Cards only).

9.2 If you forget your PIN, you can reset it on the Sokin Mobile App.

9.3 Other than in relation to an Additional Cardholder, you must not give your Card to any other person or allow any other person to use it.

9.4 You are responsible for your Card, PIN and any related security details and must take all possible measures to keep them safe and entirely confidential. Such



measures include (but are not limited to):

- i. memorising your PIN as soon as you retrieve it;
- ii. never writing your PIN on your Card or on anything you usually keep with your Card;
- iii. keeping your PIN secret at all times for example, by not using your PIN if anyone else is watching.

9.6 Failure to comply with this condition 9 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances, your maximum liability shall be as set out below at condition 13.

9.7 If you believe that someone else knows your Card or PIN, you must notify us by contacting Customer Services immediately.

9.8 In the event that we suspect or believe that your Card may be subject to any fraud or security threats, we will notify you securely via telephone or email during which we will ask you to answer security questions.

9.9 Once your Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip.

10. Cancellation

10.1 If you have ordered your Card online, you may cancel it free of charge before activating and using it, and up to 14 calendar days after the date of activation (the Cancellation Period) by writing to Customer Services. This does not apply to replacement Cards where the cancellation period for the original Card has expired.

10.2 You may also terminate your Card at any time by contacting Customer Services.

10.3 Once your Card has been cancelled, it will be your responsibility to destroy your Physical Card(s).

10.4 If, following cancellation of your Sokin Account and Sokin Card, any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, we will notify you of the amount and you must immediately repay to us such amount on demand.

11. Expiry

11.1 This Cardholder Agreement shall terminate on the Expiry Date unless you are issued with a replacement card.

12. Termination or Suspension of your Card

12.1 When this Cardholder Agreement is terminated, your Sokin Account is closed. We may terminate this Cardholder Agreement at any time by giving you two months' advance notice (which will be sent to the email address that you have provided to us).



12.2 We can suspend your Card, restrict its functionality or terminate this Cardholder Agreement at any time with immediate effect if:

- i. you haven't given us the information we need or we believe that any of the information that you have provided to us was incorrect or false; or
 - ii. a Transaction has been declined because of a lack of Available Balance or you do not repay money that you owe to us; or
 - iii. you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Cardholder Agreement; or
 - iv. we reasonably suspect that the security of the Card has been compromised or that you, or any third party, have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes; or
 - v. we believe that your use of the Card may result in harm to us or our systems; or
 - vi. your agreement with Sokin or Currency Cloud Limited under Section 1 of this Agreement has been suspended, restricted or terminated; or
 - vii. we believe that your continued use of the Card may damage our reputation; or
 - viii. you become bankrupt; or
 - ix. we are required to do so under Applicable Law or where we believe that continued operation of the Program may be in breach of Applicable Law; or
 - x. we cannot process your Transactions due to the actions of third parties; or
- i. you have breached this Cardholder Agreement.

12.3 In the event that we do suspend or terminate your Card then, where lawfully permitted, we shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

12.4 Unless or until you or we terminate this Cardholder Agreement, this Cardholder Agreement will remain in force.

13. Loss or Theft of your Card.

13.1 You are responsible for protecting your Card as if it were cash in your wallet.

13.2 You must contact us without delay by calling us on the local support phone number found at sokin.com/help or blocking the Card via the Sokin Mobile App if you know or suspect that a Card is lost, stolen, misappropriated or subject to unauthorised use or that the PIN or any Card related security details is known to an unauthorised person or you think that a Transaction has been incorrectly executed.

13.3 If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently or with intent breached the terms of this Cardholder Agreement (for example, by not keeping your Card or PIN safe), you may be liable for any loss we suffer due to use of the Card.



13.4 Once a loss, theft or unauthorised use of your Card is reported, use of the Card shall be blocked to avoid further losses.

13.5 Replacement Cards will be sent to the most recent address you have provided and will be subject to a Fee.

13.6 You agree to cooperate with our agents, any supervisory authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.

13.7 In the event that you inform us of an unauthorised or incorrectly executed Transaction without undue delay, and in any event no later than 13 months after the debit date, we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Cardholder Agreement, through gross negligence or we have reasonable grounds to suspect fraud.

13.8 In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.

13.9 In the event that a Transaction that was executed within the EEA arrived later than it should have according to the terms of this Cardholder Agreement, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.

13.10 In the event that a Transaction is made which is initiated by a Payee, we will provide a refund of that amount, subject to clause 13.11, only in circumstances where you can prove that:

13.10.1 the exact Transaction amount was not specified when you authorised the payment; and

13.10.2 the amount of the Transaction exceeds the amount that you could have reasonably expected, taking into account your previous spending pattern, the terms of this Cardholder Agreement and the relevant circumstances of the case.

13.11 The refund referred to in 13.10 will not be provided if:

13.11.1 The amount relates to currency exchange fluctuations; or

13.11.2 You have given your consent to execute the Transaction directly to us; or

13.11.3 Information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks prior to the due date of the Transaction; or

13.11.4 You request the refund from us later than 8 weeks from the date on which it was debited.

14 Payment Disputes

14.1 If you dispute a Transaction that you have authorised and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods



or services purchased with your Card.

14.2 If your dispute with a Merchant relating to a Transaction cannot be resolved you should contact us at Customer Services, and we will attempt to assist you as far as is reasonably practicable.

14.3 If you have reason to believe that a Transaction was carried out without your consent or in error, you may ask us to investigate the Transaction. If we investigate the Transaction, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your Available Balance and we may charge you an investigation fee. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

15 Foreign Exchange

15.1 If you use your Sokin Card in an EEA currency other than the currency in which your Card is denominated ("Foreign Currency Transaction"), the amount deducted from your Available Balance will be the amount of the Foreign Currency Transaction converted to your Sokin Account currency using a rate set by the Card Scheme on the date the Transaction is authorised.

15.2 You may also be charged a foreign exchange Fee as set out in the Fees and Limits Schedule. In order to allow you to compare charges for currency conversion, you can view the percentage difference between the amount that will be charged on your Card for a Foreign Currency transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange reference rates issued by the European Central Bank. You can view this information on the Website prior to making a Foreign Currency Transaction. This information will also be sent to you by email after making a relevant Foreign Currency Transaction, where required by Applicable Law. You are able to opt out of receiving this notification by contacting the support team on the email address help@sokin.com with Opt-Out as the subject heading and confirmation of your Username.

16. Our Liability

16.1 We shall not be liable for any loss arising:

- i. from any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;
- ii. from any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- iii. from any use of this Card that is contrary to this Cardholder Agreement;
- iv. for goods or services that are purchased with the Card; and
- v. for any damages due to loss, fraud or theft that you have reported to us 13 months after the event.

16.2 We will not be liable to you if your contact details have changed and you have not told us.



16.3 Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card.

16.4 Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.

16.5 Nothing in this Cardholder Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

16.6 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

16.7 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Cardholder Agreement.

16.8 For all other matters not expressly covered in this condition 17, and to the extent permitted by applicable law, our total aggregate liability shall be limited to the total amount of money that you have deposited into your Sokin Account over the 12-month period prior to the claim.

17 Complaints

17.1 You should address any complaints about us, or the card issuance services we provide, to: complaints@sokin.com. You should clearly indicate that you are wishing to make a complaint to us.

17.2 Upon our receipt of your emailed complaint, we shall endeavour to respond to you as quickly as possible but in any event we shall reply to you by return email within 15 Business Days.

17.3 If, having received a response from our Customer Services team, you are unhappy with the outcome, you can escalate your complaint to TPL's Complaints Department by writing to complaints@transactpaymentslimited.com

17.4 If TPL's Complaints Department is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. You will receive a formal response of their findings within 35 Business Days of receipt of your complaint.

17.5 We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.

17.6 In the unlikely event that we are unable to resolve your issue to your satisfaction you have the right to refer your complaint to the Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi.

18. General Communication

18.1 Any communication from us to you will be given by notification on Sokin Mobile App and/or by email (using the latest contact details with which you have provided us).



18.2 You may contact us via Customer Service, the details of which are set out in clause 1.

19. Personal Data

19.1 TPL is the Data Controller of your Personal Data associated with the application for and use of this Card and will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Cardholder Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Cardholder Agreement. If you fail to provide the personal data which we request, we will take steps to terminate this Cardholder Agreement in accordance with clause

12.2 (iii) above.

19.2 We will manage and protect your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Policy which is provided to you at the time we collect your personal data.

20. Changes to the Terms and Conditions

20.1 We may update or amend this Cardholder Agreement at any time on at least 2 months' advance notice, which shall be given, by e-mail (using the latest contact details you have you have provided us with).

20.2 If you do not agree with the changes to the Cardholder Agreement, you may at any time within the 2-month notice period terminate your Cardholder Agreement in accordance with condition 10 and can redeem any funds remaining on your Card without incurring a Fee. You will be deemed to have accepted any change to this Cardholder Agreement unless you notify us before the proposed date of the change.

20.3 If any part of this Cardholder Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

21. Language

21.1 The English language version of this Cardholder Agreement and of any communications and Website or Sokin Mobile App content will prevail over any other language version which we may issue from time to time.

22. Governing Law

22.1 This Cardholder Agreement is governed by Gibraltar law.

23. Jurisdiction

23.1 You agree to the non-exclusive jurisdiction of the courts of Gibraltar.



24. Miscellaneous

24.1 Any delay or failure to exercise any right or remedy under this Cardholder Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

24.2 The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Gibraltar. Please refer to the Currency Cloud Limited Terms of Use referred to in clause 1.3 of Section 1 in relation to the safeguarding of your funds.

24.3 If any provision of this Cardholder Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

24.4 You may not assign or transfer any of your rights and/or benefits under this Cardholder Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Cardholder Agreement have been paid by you in full. We may assign our rights and benefits under this Cardholder Agreement to a third party and may subcontract any of our obligations under this Cardholder Agreement.

Part 3

Fees and Limits Schedule

Please refer to the Sokin UK Fee and Limits Schedule GBP which can be found under United Kingdom at <https://www.sokin.com/legal.html>



www.sokin.com

If you have any questions feel free to contact us at help@sokin.com

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