

# Visa Corporate Card Terms and Conditions of Use

## 1. The card

- 1.1 These Terms and Conditions apply to any holder of this Corporate Expense card ('the card'). By using your card you are demonstrating your agreement to these Terms and Conditions.
- 1.2 The card is promoted by Moongroup SAS and issued by Paynovate with registered offices: Cantersteen 47, 1000 Brussels, Belgium, registered under the number BE 0506.763.929, authorised and regulated by the National Bank of Belgium as an e money institution
- 1.3 The card will be provided in a stated currency. All references to that currency in these Terms and Conditions are relevant to you.
- 1.4 The card is an e-money product, and as such it is not covered by the European Deposit Guarantee Scheme.
- 1.5 These Terms and Conditions are available online at [https://app.mooncard.co/pages/rates\\_and\\_conditions](https://app.mooncard.co/pages/rates_and_conditions). You can download a copy of these Terms and Conditions at any time.

## 2. Definitions

In these Terms and Conditions, the following words and phrases have the meanings shown next to them:

- ATM – means automatic teller machine or cashpoint facility or cash dispenser;
- Business day – means a day between and including Monday to Friday, between 9am and 5pm (BE time) except for bank or public holidays in Belgium;
- Card – means your Visa Corporate Debit Card (including replacement card);
- Card scheme – means Visa;
- Card usage - describes the types of transactions that are allowed or prohibited;
- Contactless - means the number of transactions and amounts allowed by contactless without the requirement to enter the pin of your Visa Corporate card;
- Daily Purchase - means the maximum amount of purchases that can be done in a day with the Visa Corporate card.
- Fees – a variety of charges that can be raised for purchase and ongoing use of the card;
- PIN – means personal identification number i.e the security number provided for use with the card;
- Purse value – means the maximum value of funds that can be held with the card any one time;
- Supplier – a retailer, merchant or other supplier of goods and/ or services which accepts payment by means of a card, card number, PIN or card and signature;
- Summary Box – The section that includes notification of charges, limits and restrictions associated with the card;
- Supplier's bank – the merchant acquirer used by the supplier for the purposes of receiving payments arising from transactions;
- Visa Card – means a card with the features set out in these Terms and Conditions;
- Verification of identity – means confirming personal identity and address of you by conducting electronic verification of your details or by you providing documentation of identity or by your employer providing verification of your identity;
- We / us / our – means Paynovate or co-brand partners acting on our behalf;
- Year – 12-month period following the date when the card is issued to you and each subsequent 12-month period;
- You / your – means the person/employee who has received the card and is authorised to use the card as provided under the terms of this Agreement.

## 3. Applying for your Visa Corporate Expense Card

- 3.1 To apply for or to use your Visa Corporate Expense Card you must be at least 18 years old.
- 3.2 Your employer may apply for the card on your behalf and you may be asked to produce evidence that your employer holds to prove who you are and where you live. You may be asked for documentary evidence and/or have checks carried out on you electronically. This evidence can be provided on your behalf by your employer. .

## 4. Loading the card

- 4.1 Funds will be loaded on to your Visa Corporate Expense Card by your employer.

- 4.2 Funds cannot be loaded by you or accepted from any other source than your employer.
- 4.3 We reserve the right to refuse to accept any particular loading transaction.
- 4.4 The funds remain the property of your employer and unspent funds can be recalled by your employer.

## 5. Use of the card

- 5.1 The card is provided to you for corporate expenditure use. Your employer may therefore define the merchant type where, or specific reasons when, you may use the card for corporate expenditure.
- 5.2 The card is a debit product which can be used to pay for goods and services at retailers that display the Visa symbol. To use the card, present it at the time of payment. Use it in full or part payment of your purchase in which case you will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit or credit card providing the retailer accepts a combination of payment methods.
- 5.3 When you receive your card, you must connect to [app.mooncard.co](http://app.mooncard.co) and input the personal information needed.
- 5.4 You must not make purchases that exceed the balance of funds available on the card. Your balance will be reduced by the amount of each purchase you make. If any purchase takes you over your available funds or the card limits in force the transaction will be declined.
- 5.5 You can use the card to make purchases in-store, via the internet or over the phone. The card can be used to obtain cash through ATMs. There is no cash back facility. This is not a debit card supported by a bank account, and is not in any way connected to a bank account. It is also not a guaranteed card, charge card or credit card. Interest will not be earned on any funds loaded on to the card. You must not use the card for:
  - 5.5.1 pre-authorised regular payments;
  - 5.5.2 transactions for cash (other than ATM withdrawal) including for example cash back, cash from a bank, money orders, traveller's cheques, foreign exchange, or bureau de change, or
  - 5.5.3 any illegal purposes.
- 5.6 Your card cannot be used in situations where it is not possible for the supplier to obtain online authorisation that you have sufficient balance for the transaction. For example: transactions on trains, ships, and some in-flight purchases.
- 5.7 Use your card for non-professional expenses.
- 5.8 Obtaining cash from a merchant for a charge recorded as a purchase;
- 5.9 Give your card or account number to any person or allow them to use your card or account in order to make charges.
- 5.10 Return goods or services obtained using your card for a cash refund. The goods and services charged to the Visa Corporate Card may be only returned to it.
- 5.11 We may stop, suspend or restrict your card or PIN on reasonable grounds relating to:
  - 5.11.1 the security of your card, card number or PIN, and
  - 5.11.2 the suspected unauthorised or fraudulent use of your card or PIN. We will, if possible, inform you before stopping, suspending or restricting your card or PIN that we intend to do so and the reasons for doing this. If we are unable to do so then we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures or it would be unlawful to do so.
- 5.12 We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the card. We are not liable for the failure of any merchant to honour the card.
- 5.13 We will not issue the main card under these Terms and Conditions to anyone under the age of 18 years old.

## 6. Transactions

- 6.1 You agree that any use of your card, card number or PIN constitutes your authorisation and consent to a transaction.
- 6.2 The time of receipt of a transaction order is when it is received by us. If a transaction order is received after 4 pm on a business day then it will be deemed to have been received on the next business day. If receipt does not fall on a business day then it will be deemed to have been received on the next business day.
- 6.3 You cannot stop a transaction after it has been transmitted to us by giving your consent to the transaction, or once you have given your consent to the supplier for a pre-authorised payment.
- 6.4 We may refuse a transaction or suspend or terminate the right to top up your card. We may also do this if:
  - 6.4.1 a transaction might take you over your available funds on the card; or
  - 6.4.2 a transaction might take you over any of your card limits (daily transaction limits); or
  - 6.4.3 We reasonably believe that we need to do so to keep to the rules of the payment system under which your card is issued, or
  - 6.4.4 We reasonably believe that it is necessary to do so to comply with any law or as a matter of good practice.

## 7. Foreign currency transactions

- 7.1 The card can be used for transactions which are not in the currency of the card although a fee will be applied for doing so.

- 7.2 If you make a transaction in a currency other than the currency of the card we will change the amount into the currency of the card at the wholesale market rate or any rate that a government may set. We will charge a service charge (commission).
- 7.3 Exchange rates may change, and the exchange rate which applies on the date that you make your transaction may not be the same as the exchange rate we use on the date that we convert the transaction charge and deduct the service charge from your balance. The exchange rate applied will include this service charge. You can check the exchange rate used as described in condition 7. Your online statement will show the exchange rate and service charge.

## 8. Checking your balance

8.1 To check the available balance on your card or to review your transactions visit [app.mooncard.co](https://app.mooncard.co).

## 9. When your card expires

- 9.1 The card's expiry date is printed on the card. You must not use the card after its expiry date and you will not be able to reload it.
- 9.2 If your employer renews your card this agreement will continue to apply.
- 9.3 If you or your employer request that your card is not renewed or do not request a replacement, you will not be able to use it after its expiry date. Your employer can redeem any outstanding balance on the card up to 2 years after the expiry date by following the process in condition 10. If any balance remains on the card for more than 2 years after the expiry date, it will not be refunded.

## 10. Liability

- 10.1 You must sign your card as soon as you receive it and keep it safe. You must always make sure that you:
- 10.1.1. do not allow anyone else to use your card;
  - 10.1.2. do not reveal your PIN and never write down your password(s), PIN or any security information you have given us unless you do this in a way that would make it impossible for anyone else to recognise any of that information;
  - 10.1.3. only release the card, card number or PIN to make (or try to make) a transaction, and
- 10.2 If your card is lost or stolen or someone else finds out the PIN or if you think your card, card number or PIN may be misused, you must:
- 10.2.1 connect on [app.mooncard.com](https://app.mooncard.com) and disable your card without undue delay;
  - 10.2.2 If we ask, write to us within seven days to confirm the loss, theft or possible misuse (the address is [support@mooncard.co](mailto:support@mooncard.co), and
  - 10.2.3 stop using the card, card number or PIN immediately. If you find the card after you have reported it lost, stolen or misused, you must cut it up and tell us as soon as you can.
- 10.3 If your card or any replacement card is lost or stolen, once you have reported it you can request a replacement on [app.mooncard.co](https://app.mooncard.co) or by contacting your company administrator. We will charge a fee for the replacement card.
- 10.4 You may not be liable for any use of the card, card number or PIN by another person who does not have your permission to use it or if it is lost, stolen or destroyed, unless:
- 10.4.1 you agreed to that person having your card, card number or PIN, or through gross negligence or carelessness, failed to comply with condition 11.1, in which case you may be liable for any use that occurs before you tell us in accordance with these Terms and Conditions, or
  - 10.4.2 you acted fraudulently then, to the extent permitted by law, you may be liable for misuse of the card, card number or PIN.
- 10.4.3 you may only be liable to a maximum of €50 resulting from transactions arising from the use of a lost or stolen card or from the misappropriation of the payment instrument where the cardholder has failed to keep security features of the card safe. The €50 liability limit is applicable to each instance of loss, theft or misappropriation and not each transaction.
- 10.5 If your card is used without your permission, or is lost, stolen or if you think the card may be misused, we may disclose to law enforcement agencies, any information which we reasonably believe may be relevant.
- 10.6 We will not be liable for:
- 10.6.1 any abnormal or unforeseeable circumstances outside our reasonable control (for example, a failure of computer systems which happens for reasons outside our reasonable control or any industrial action which happens for reasons outside our reasonable control) if this prevents us from providing the usual service;
  - 10.6.2 any person refusing to accept or honour (or delays in accepting or honouring) your card, card number or PIN; or
  - 10.6.3 any cash dispenser failing to issue cash. We will not be liable for the way in which you are told about any refusal or delay.
- 10.7 In case of errors or disputes about transactions, contact Mooncard at [support@mooncard.co](mailto:support@mooncard.co).

## 11. Altering these Terms and Conditions

- 11.1 We may change any of these Terms and Conditions, including fees and charges, or introduce new terms. If we make any changes, we will send a written notice to your employer and you by email.
- 11.2 If we change these Terms and Conditions, the new Terms and Conditions will be available at [app.mooncard.co/pages/rates\\_and\\_conditions](http://app.mooncard.co/pages/rates_and_conditions) from the date the change takes place.
- 11.3 You will be deemed to have accepted any change to these Terms and Conditions unless you notify us of any objection before the proposed date of the change.
- 11.4 Between receipt of the notice and the proposed date of change, if you notify your employer that you do not accept the change, this agreement will terminate immediately and subject to condition 10.4.2 your employer can redeem the total balance at that time without charge.

## 12. Cancellation rights

- 12.1 If you change your mind about having the card, please notify your employer. The card can be cancelled within 14 days of the date you receive confirmation of your application being approved by contacting [support@mooncard.co](mailto:support@mooncard.co).
- 12.2 Please, return the card to your employer along with the form attached in Appendix 1. You will not be charged for cancelling the card during this period.
- 12.3 We will reimburse your employer in the same currency as that of your debit card.

## 13. Ending this agreement

- 13.1 We may terminate this agreement at any time.
- 13.2 If you want to end this agreement, inform your employer. You may also terminate this agreement, upon written approval of your employer. In both cases, please contact Mooncard ([support@mooncard.co](mailto:support@mooncard.co)). If your employer does not redeem the full balance within 2 years of your contract's expiry date, this agreement terminates.

## 14. General

- 14.1 By entering into this agreement, you agree that we may use your information in accordance with the 'How we use your information' section of these Terms and Conditions, as set out in condition 18.
- 14.2 We may monitor and/or record telephone calls between you and us or service providers.
- 14.3 You must provide us with an email and postal address and mobile phone number and let us know of any changes.
- 14.4 We may transfer our rights or obligations under this agreement or arrange for any other person to carry out its rights or obligations under this agreement. You may not transfer any of your rights or obligations under this agreement.
- 14.5 We can delay enforcing rights under this agreement without losing them.
- 14.6 If we cannot enforce any paragraph, condition or part of a paragraph or condition under this agreement, it will not affect any of the other paragraphs, conditions or the other part of the paragraph or condition in this agreement.
- 14.7 This agreement is governed by the law of Belgium. The language of this agreement is English and all notices and information given under this agreement will be in English.

## 15. Payment services information

- 15.1 This condition 15 only applies if the supplier's bank is located within the European Economic Area (EEA) and the payment services being carried out are transacted in Euro, or another currency of an EEA member state.
- 15.2 We will ensure that a transaction you make is credited to the supplier's bank, or that returned funds following redemption or cancellation are credited to your bank within these timescales:

Type of Transaction	Timescale
Transaction carried out in a currency other than Euro (€) Or Transaction involving more than one currency	By the end of the fourth business day following the day on which the transaction or order is received
Any other Transaction	By the end of the business day following the day on which the transaction order is received

- 15.3 If you use your card or provide your card details to a supplier to make a transaction before you know the amount which is going to be charged to your card, then you may be entitled to request a refund if the amount is unexpectedly large, provided that you tell Mooncard within eight weeks from the date the transaction is deducted from your balance but you will NOT be entitled to a refund if you have been told by us, or the supplier, of the amount of that transaction at least four weeks before the transaction is due to be deducted from your balance, and you consented to the transaction.

- 15.4 On receipt of such a request under condition 15.3, we may require you to provide us with the information to ascertain whether the conditions in condition 15.3 have been met. Within 10 business days of receiving a request from you under condition 15.3 or of receiving any additional information required under this paragraph, we will provide a refund or justify why we are refusing the request.
- 15.5 We are liable for the correct execution of the transaction unless we can prove that the transaction was received by the supplier's bank, in which case the supplier's bank is liable to the supplier. You may request that we make immediate efforts to trace an incorrectly executed transaction and notify you of the outcome.
- 15.6 When a supplier initiates a transaction, it is the supplier's bank which is liable for the correct transmission of the relevant details to us. If the supplier's bank can prove that it is not responsible for a transaction which has failed or has been incorrectly executed, we will be responsible to you.
- 15.7 If we are responsible for an incorrect amount of a transaction being deducted from your balance, we will correct the error. If we are responsible for a transaction being deducted from your balance which you did not authorise, we will refund the amount of the transaction to your balance and treat the transaction as if it had never occurred. You must inform us of an unauthorised or incorrect transaction as soon as possible and in any event no later than 75 days after the debit date. If you do not do so, we may not be liable.
- 15.8 We are not liable if you incorrectly identify the supplier under a transaction. In such a case, we will make reasonable efforts to recover the funds involved

## 16. Complaints and how to contact us

16.1 If you would like to make a complaint, or contact us for any other reason connected to these Terms and Conditions please write to [support@mooncard.co](mailto:support@mooncard.co). We have procedures in place to make sure that we handle your complaint fairly and quickly.

## 17. How we use your information

- 17.1 We will search your record at credit reference and fraud prevention agencies. These searches are to check your identity and we do not carry out full credit reference checks or credit scoring for this purpose. We will use an automated decision-making system to assess your application and verify your identity.
- 17.1.1 If we are unable to verify your identity adequately, we may ask you to provide some documentary evidence to help confirm your identity and address.
- 17.2 Credit reference agencies may check the details you supply against any particulars on any database (public or otherwise) to which they have access. An unrecorded enquiry will be made. An unrecorded enquiry is a search that was not made for lending purposes. It cannot affect your credit rating or score when you apply for credit. It is not seen by lenders other than the one that carried out the search. It is included on your credit report so you know the search was made but does not affect your credit rating, or score, when you apply for credit.
- 17.3 If you give us false or inaccurate information and we identify fraud, we will record this with fraud prevention agencies. Law enforcement agencies may access and use this information.
- 17.3.1 The fraud prevention agencies will share records with other organisations. We and other organisations may access and use the information recorded by fraud prevention agencies overseas.
- 17.3.2 Please contact Mooncard if you would like details of those credit reference and fraud prevention agencies. You have a legal right to these details.
- 17.3.3 You have certain rights to receive a copy of any information we hold about you. Please write to: [support@mooncard.co](mailto:support@mooncard.co)  
We may charge you for this service.
- 17.4 Some information held by credit reference and fraud prevention agencies will be disclosed to us and other organisations to, for example:
- 17.4.1 to prevent fraud and money laundering, by checking applications for credit, credit-related or other facilities, proposals and claims for all types of insurance, job applications and employee records, and to verify your identity;
- 17.4.2 the information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted (Regulation EU 2016/679 of the European Parliament).
- 17.5 When you have an agreement with us we may use the following types of information about you:
- 17.5.1 information you give us or we already hold about you, including any phone number you call us from, which we may record;
- 17.5.2 information we receive when making a decision about your application or agreement, including information we receive from enquiries and searches made in your name with credit reference and fraud prevention agencies;
- 17.5.3 information (including details of payments and transactions) we may hold about any managed account or policy which you hold with or through us, and
- 17.5.4 information we receive from anyone who is allowed to provide us with information about you.

17.6 We will process, use, manage, control, release and record information about you to:

17.6.1 search credit reference and fraud prevention agencies' records (including information from overseas) to manage your account;

17.6.2 manage your accounts and policies, and manage any application, agreement or correspondence you may have with us;

17.6.3 carry out, monitor and analyse our business;

17.6.4 contact you by post, by phone or in another way about other products and services which we consider may interest you – unless you tell us that you prefer not to receive direct marketing;

17.6.5 fight fraud, money-laundering, terrorism and other crimes, and

17.6.6 keep to any laws or regulations in any country

17.7 We may reveal information about you:

17.7.1 to any person working for us or our co-brand partners;

17.7.2 to fraud prevention agencies;

17.7.3 to any organisation which backs any of our products which you hold;

17.7.4 to any payment system under which we issue your card;

17.7.5 if a payment is processed through a worldwide payment system, to certain authorities in order to detect and prevent terrorism (including authorities outside the UK);

17.7.6 to any person to whom we transfer any of our rights or obligations under any agreement we may have with you, and

17.7.7 to anyone you authorise us to give information about you to.

17.8 Processing your information, as described above, may involve sending it to other countries outside of the EEA including the United States of America. In such circumstances we are responsible for making sure that your information continues to be protected.

17.9 We will keep information about you for only as long as we need to or are required to meet legal obligations.