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Chargebacks and Disputes Guide for payabl. Cards

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This Chargebacks and Disputes Guide for payabl. Cards (the "**Guide**") is intended to provide cardholders and corporate customers of payabl. with information regarding the chargeback and dispute process. The Guide is designed to help you understand the process of initiating a chargeback and should be read in conjunction with the applicable card terms and conditions and/or any agreement in force between you and payabl.

This Guide does not alter, amend, modify, or limit any rights, obligations, or liabilities of payabl. as set out in the applicable terms and conditions or agreements. In the event of any inconsistency between this Guide and the applicable terms and conditions or agreement, the latter shall prevail. This Guide is intended solely to address the subject matter described herein.

If you have any questions regarding this Guide, please contact us at banking.support@payabl.com.

Definitions:

Card Scheme shall mean the 'VISA' and 'MASTERCARD' card schemes and others, if applicable.

Card shall mean any Card issued or otherwise provided by payabl. including, but not limited payabl. Mastercard Business debit card.

Chargeback or **Dispute** means the reversal of funds relating to a debit or credit card transaction initiated through the applicable card scheme's dispute resolution process. The types of transactions eligible for a Chargeback or Dispute and the applicable grounds for initiating a Chargeback or Dispute are described in this Guide**.**

payabl. or **we** shall mean either:
(i) Payabl. CY Limited, which is a licensed payment institution authorised by the Central Bank of Cyprus (CBC), that provides various payment services (Company No: HE 289380; PI License no.: 115.1.2.9/2018 with its registered address located at Agiou Athanasiou 4, Agios Athanasios 4104, Limassol, Cyprus); and/or
(ii) PAYABL. (UK) LIMITED, which is a licensed electronic money institution, authorised by the Financial Conduct Authority (FCA), that provides various payment services (Company No: 13639825; EMI License no.: 967259 with its registered address located at Napier House, 24 High Holborn, London, WC1V 6AZ, United Kingdom);

(iii) or any affiliate or other connected entity that issued or provided the Card to you.

"you" shall mean a cardholder or an entity, which are using payabl. Cards or receiving corporate Card services from payabl.

1. Right to Dispute Transactions

1.1. You have the right to dispute a transaction charged to the Card where you believe that:
- a the transaction was not authorised by you;
- b the transaction amount differs from the amount you agreed to pay;
- c the same transaction has been charged more than once (duplicate transaction);
- d funds were not dispensed by an ATM despite your account being debited;
- e goods or services paid for with the Card were not received;
- f goods or services received were materially not as described, defective, or counterfeit; or
- g a credit or refund due to you has not been processed.

2. Zero Liability Protection

2.1. In accordance with the applicable card scheme rules (Visa Zero Liability Policy / Mastercard Zero Liability Protection), you shall not be held liable for unauthorised transactions made with the Card, provided that:
- a you have not acted fraudulently or with gross negligence;
- b you have complied with the obligations set out in these Terms regarding the safekeeping of the Card, PIN, and card credentials; and
- c you have notified payabl. without undue delay upon becoming aware of the loss, theft, or unauthorised use of the Card or its credentials.

2.2. Your maximum liability for unauthorised transactions occurring before notification to payabl. shall not exceed the limits prescribed by applicable law (including, where applicable, the Payment Services Regulations and PSD2).

3. Timeframes for Raising a Dispute

3.1. You must notify payabl. of any disputed transaction as soon as reasonably practicable and in any event:
- a for Visa transactions: no later than 120 days from the transaction date or the date you became aware (or ought reasonably to have become aware) of the disputed transaction;
- b for Mastercard transactions: no later than 120 days from the transaction processing date.

3.2. Failure to notify payabl. within the applicable timeframe may result in you losing the right to dispute the transaction under the relevant card scheme rules.

3.3. You are encouraged to review your account statements and transaction history regularly through the channels made available by payabl. and to promptly report any discrepancies, unauthorised transactions, or other irregularities.

4. How to Raise a Dispute

4.1. To initiate a dispute, you must:
- a contact payabl. via channels made available by payabl., including:
  - i. via payabl. mobile application;
  - ii. by email: banking.support@payabl.com,
  - iii. by telephone: for EU: +357 70077013, for UK: +44 2034359490.
- b complete and submit a Transaction Dispute Declaration form (which shall be made available by payabl.); and
- c provide the following information for each disputed transaction:
  - i. the date and time of the transaction;
  - ii. the transaction amount and currency;
  - iii. the merchant name and location (or ATM details);
  - iv. the last four digits of the Card used;
  - v. the reason for the dispute; and
  - vi. any supporting documentation or evidence.

4.2. payabl. may request additional information or documentation from you to investigate the dispute. You shall cooperate fully and provide such information within a reasonable timeframe.

5. Investigation and Provisional Credit

5.1. Upon receipt of a valid dispute notification, payabl. shall:
- a acknowledge receipt of the dispute within a reasonable period;
- b investigate the disputed transaction in accordance with the applicable card scheme rules and regulatory requirements; and
- c where required by applicable law or card scheme rules, provide you with a provisional credit for the disputed amount pending the outcome of the investigation.

5.2. The investigation period shall not exceed the timeframes prescribed by applicable law and card scheme rules. Payabl. shall inform you of the outcome of the investigation without undue delay.

5.3. If the investigation determines that the transaction was authorised or otherwise valid, any provisional credit issued to you may be reversed, and payabl. shall notify you accordingly with an explanation.

6. Dispute Resolution Process

6.1. The dispute resolution process follows the stages prescribed by the applicable card scheme:
- a First Chargeback – payabl. submits the dispute to the card scheme on your behalf. The merchant's acquiring bank is notified, and the merchant is given the opportunity to respond.
- b Representment – if the merchant contests the chargeback and provides evidence, the case is reviewed. You may be asked to provide further information.
- c Pre-Arbitration / Second Chargeback – if the dispute is not resolved at the representment stage, the case may be escalated. For Mastercard, pre-arbitration may be filed within 45 days; for Visa consumer disputes, within 30 days.
- d Arbitration – as a final stage, the card scheme (Visa or Mastercard) may make a binding decision on the dispute. You acknowledge that the card scheme's decision at arbitration is final.

6.2. Payabl. shall keep you reasonably informed of the progress and outcome of each stage of the dispute.

7. Your Obligations

7.1. You shall:
- a take all reasonable steps to safeguard the Card, PIN, and card credentials in accordance with these Terms;
- b notify payabl. immediately upon discovering any unauthorised transaction, loss, or theft of the Card;
- c not file a dispute for a transaction that you have authorised or for which you have already received a refund or credit;
- d cooperate fully with payabl. and provide truthful and accurate information during any dispute investigation; and
- e not misuse the Dispute process. Payabl. reserves the right to take appropriate action, including suspension or termination of the Card, if you are found to have filed disputes fraudulently or in bad faith.

8. Limitation of Liability

8.1. payabl. shall not be liable for any loss arising from a disputed transaction where:
- a you have acted fraudulently or with gross negligence in safeguarding the Card or its credentials;
- b you have failed to notify payabl. of the unauthorised or disputed transaction within the applicable timeframe; or
- c the Dispute is resolved in favor of a merchant following the card scheme dispute resolution process.

8.2. Nothing in this section shall limit your rights under applicable consumer protection legislation, including the Payment Services Regulations (UK) or the Payment Services Directive (PSD2) (EEA), as applicable.

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