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We make money flow

Cardholder Terms and Conditions for the use of payabl. Mastercard Business Debit Card

Version: 1.0

Date: 14 July 2026

Note: Please print a copy of this document and retain it for future reference

These Cardholder Terms and Conditions for the use of payabl. Mastercard Business Debit Card (the "**Terms and Conditions**") are provided by **us**, or "**payabl.**", which is either or both:

(i) "**payabl. CY**" - 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**" – 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).

These Terms and Conditions are addressed to you, as the "**Cardholder**", who is authorised to use the Card in accordance with these Terms and Conditions. We provide the Services to a company (being a legal entity, sole trader, or other form of business organisation) that has permitted you to use the Card (the "**Company**"). The Company is the primary payment service user and customer of payabl. for the purposes of funds safeguarding and account ownership. The Cardholder utilizes the Card as an authorized person solely on behalf of the Company, subject to the conditions outlined herein. The Present Terms and Conditions shall be read in conjunction with Terms and Conditions for payabl. Mastercard Business Debit Card.

The Card may be issued by either payabl. CY or payabl. UK. Accordingly, certain provisions of these Terms may apply depending on whether your Card is issued by payabl. CY to Cardholders assigned to the European region or by payabl. UK to Cardholders assigned to the United Kingdom region. Such provisions are identified as "**For EU Cardholders**" or "**For UK Cardholders**", as applicable. If you have any questions regarding which payabl. entity issued your Card, please contact our Support Team.

These Terms and Conditions are entered into between you and payabl. and take effect on the Effective Date. The Effective Date is the moment you accept these Terms and Conditions, for example by agreeing to them, or by starting to use the Card. The Terms and Conditions will remain in force until terminated by you or payabl. (the "**Term**").

Present Terms and Conditions, which may be amended from time to time, are published on payabl.'s website – https://payabl.com/cards/business-debit-cardholder-terms-and-conditions. You shall review these Terms and Conditions and download or otherwise retain a copy of its text prior to acceptance. You may request a copy (including, on paper) of the Terms and Conditions applicable to you at any time, and we shall provide it to you.

We aim to provide services that are clear, transparent, and fair. If you require additional support in understanding these Terms and Conditions or using the Card, please contact our Support Team.

Contents

The headings are provided for reference only:

1. Registering as a Cardholder and access to the Card

1.1. Registering as a Cardholder you do not become a customer of payabl. as payabl.'s customer is the Company. To register as a Cardholder and receive a Card you must be:

a. at least 18 years old;
b. not located or not a resident in a Sanctioned Territory;
c. not a Restricted Person;
d. assigned by the Company as the Authorised Cardholder and approved by us following completion of identity, eligibility, and other onboarding checks as applicable.

1.2. These Terms and Conditions are provided in accordance with applicable requirements under the Payment Services Regulations 2017 (**for UK Cardholders**) and equivalent applicable legislation (**for EU Cardholders**), including requirements relating to the provision of clear and transparent information prior to and during the use of payment services.

1.3. If you've obtained the Card through a third-party provider to whom you've already supplied the necessary registration information and consent to share that information with us, you may already be registered when you receive the Card. By establishing the Personalized Security Features (as defined below) and making use of the Card, you are affirming your intention to become a registered Cardholder and your acceptance of the terms outlined in the Terms and Conditions, in each case following approval by the Company as an Authorised Cardholder.

1.4. By law, we must check your identity prior to registering you as a Cardholder and we do this based on the information you provide to us during the registration process.

1.5. If we are unable to confirm your identity and/or any relevant registration information, we may request such further documents, information, and evidence as we consider necessary to verify your identity, eligibility, authority to act on behalf of the Company, and compliance with applicable law, and we may carry out any further checks we deem necessary for that purpose. This includes, but is not limited to, providing a valid government-issued photo ID, proof of residential address (e.g., utility bill or bank statement dated within the last 3 months), and/or biometric/liveness verification. If we are unable to complete these checks to our satisfaction, we may refuse to register you as a Cardholder, decline to provide or enable any functionality reserved to registered Cardholders, withdraw any approval previously granted, and/or notify the appropriate authorities without your knowledge or consent. We will only register you if the results of our KYC process permit us to onboard you as a Cardholder.

1.6. As part of your eligibility to use a Card, you agree and confirm that you are an individual acting solely on behalf of the Company. Furthermore, it is not permitted to use the Card:

a. to organize and/or conduct sweepstakes, gambling, sales or trading;
b. for copyright infringement;
c. for testing other financial services providers or to generate transactions for the purpose of benefitting from other financial service providers' loyalty offers;
d. to discredit individuals or legal entities;
e. in a way that can lead to complaints, disputes, refunds, and the emergence of other obligations to payabl. or third parties;
f. to receive or send funds obtained by fraud or in violation of the law;
g. to carry out any activity in violation of applicable law and regulation;
h. for and in connection with card-to-card transfer services;
i. to interact with virtual asset mixers, tumblers, or other anonymity-enhancing services.

1.7. If you give us false or inaccurate information and/or we identify fraud, we will record this with fraud prevention agencies, including but not limited to the Financial Crime Unit of the Republic of Cyprus (MOKAS), the UK National Crime Agency (NCA) and other competent institutions, including law enforcement agencies. Law enforcement agencies may access and use this information. 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 across borders. We may also block or cancel the Card and terminate the Terms and Conditions.

1.8. You may access the Card through the Mobile Application, or any other application or API approved by us and used by you or the Company. If you use the Mobile Application, you shall keep all usernames, passwords, and other login credentials confidential and comply with any applicable user agreements or other terms and conditions relating to the Mobile Application. You are solely responsible for maintaining the security and confidentiality of the credentials used to access the Mobile Application.

2. Personal Data

2.1. We carefully safeguard the information we hold about you (the "**Personal Data**"). For the purposes of applicable data protection laws, including the Regulation (EU) 2016/679 (EU GDPR) and the UK General Data Protection Regulation (UK GDPR) supplemented by the Data Protection Act 2018, we act as a data controller of your Personal Data.

2.2. You acknowledge that while the direct contractual relationship for the Services exists between us and the Company, we process your Personal Data based on our legitimate commercial interests to enable your authorized use of the Card, manage Card operations, prevent fraud, and fulfill our statutory anti-money laundering and regulatory obligations. To enable and maintain your Card within a Wallet, we will share verified account data, device identifiers, and technical metadata with the respective Wallet Provider (Apple and/or Google) and payment networks (e.g. Visa), who process this data as independent data controllers.

2.3. Your Personal Data will be processed in accordance with our Privacy Policy, which applies both to payabl. CY and payabl. UK. The complete policy, including detailed information about the categories of data collected, the legal bases for processing, and your rights, can be accessed at payabl.com/privacy-policy.

2.4. If you have any questions about how we process your Personal Data, or if you wish to exercise your rights as a data subject, please contact our Data Protection Officer at dataprotection@payabl.com. If you are not satisfied with our response, you also have the right to lodge a complaint with your relevant local data protection supervisory authority.

3. Notices and Support Services

3.1. We may provide you with information, notices and other communications electronically via the Mobile Application, e-mail, SMS or other electronic means, unless otherwise required by applicable law. We may use third-party service providers to process or deliver such electronic communications to you.

3.2. English shall be the governing language of these Terms and Conditions.

3.3. Unless otherwise required by applicable law, any notice given by payabl. shall be deemed to have been received on the date it is sent by e-mail, via the Mobile Application or by other electronic means of communication.

3.4. You must ensure that your e-mail address, mobile phone number and any other contact details provided to us remain accurate and up to date. We are not responsible for any delay or failure in your receipt of communications resulting from inaccurate or outdated contact details.

4. Transferring money to the Card

4.1. Your Card can only be funded by the Company that provided it to you. Please contact your Company to clarify any questions related to the funds' allocation and the rules for the usage of a Card.

4.2. The Cardholder has no ownership or beneficial rights in relation to the funds associated with the Card.

5. Using the Card

5.1. It is valid until its expiry date, which is visible on the front of the Card – or on the Card image accessible online for virtual cards.

5.2. You can use the Card at all locations that display the Mastercard Acceptance Mark: for purchases in physical stores – including contactless, and at automated teller machines ("**ATM**") for cash withdrawals (daily limit applicable) as well as for online and telephone purchases. You can also enroll it in Apple Pay and Google Pay (additional terms and conditions may apply).

5.3. When using the Card for online purchases, you may be required to authenticate yourself using the biometric authentication method available on your mobile device. If biometric authentication is unavailable, we will send you an SMS containing a one-time authentication code (the "Code").

5.4. To activate plastic cards please follow the instructions provided with the Card. Also, you must:

a. Not allow anyone else to use the Card;
b. Not reveal your PIN or the Code;
c. Not maintain a written record of your PIN, unless you do this in a way that would make it impossible for anyone else to recognize it;
d. Only release the Card, card number, PIN or the Code to make (or try to make) a transaction with a merchant or ATM displaying the Mastercard Acceptance Mark.

5.5. Insofar as this is not a result of our negligence, we will not be responsible nor liable for a retailer's failure to or delay in accepting the Card nor for an ATM failing to issue cash. In these circumstances, we will not be liable for the way in which you are told about any refusal or delay.

5.6. All Transactions require authorisation. Authorisation is also your Instruction for us to carry out a Transaction. We will not normally authorise a Transaction if the balance on the Card is insufficient to cover the transaction and any related transaction fee. If, for any reason whatsoever, you are able to make a transaction when there are insufficient funds on the Card (the "**Shortfall**"), we will seek reimbursement of the Shortfall from the Company immediately.

5.7. You may ask us to provide you with information about Transactions for up to 5 years from the date of the transaction.

5.8. A Card transaction will be regarded as authorised by you when you authorise the transaction by following the instructions provided by a merchant, retailer or ATM, which may include:

a. Entering your PIN or providing the Code;
b. Providing the Card details and/or any other details as requested;
c. Waving or swiping the Card over a card reader for the purpose of making a payment.

5.9. When we suspect there may be an attempt to use the Card fraudulently, we may ask you to authenticate Transaction prior to or after authorising it.

5.10. In so far as this is not a result of our negligence, we are not obligated to authorise a transaction where a system problem occurs or events outside our reasonable control arise. In addition to that we are not obligated to authorise a transaction where we are concerned about misuse of the Card. We shall not be liable to you when a transaction is not authorised in these circumstances and/or if we cancel or suspend use of the Card.

5.11. You may only use the Card to make purchases of goods and services, and to receive and send funds in accordance with applicable legislation and these Terms and Conditions.

6. Adding your card to a Wallet

6.1. You may add your Card to a Wallet, including Apple Pay and Google Pay, as may be made available from time to time. A Card added to a Wallet will be stored securely through a tokenization process. The addition of a Card to a Wallet is free of charge.

6.2. Please note that the Card provisioned in the Wallet has a different card number from the Card issued to you and displayed in the Mobile Application. Where you use the Card via the Wallet to make a purchase, such Card number should be used for reference. For example, if you wish to dispute a transaction or initiate a chargeback, you may be required to provide the tokenized Card number.

6.3. A Card provisioned in a Wallet is a tokenized representation of the Card issued by us to you. The provisions of these Terms and Conditions relating to the use of your Card shall apply equally to a Card provisioned in a Wallet, subject to any necessary modifications. If you experience any issues with a Card provisioned in a Wallet, please contact us using the channels set out in Clause 10 below.

6.4. A Card may be provisioned to a Wallet through the Mobile Application or directly through the application of a Wallet Provider.

6.5. Your use of a Wallet is subject to the terms and conditions of the relevant Wallet Provider, and you agree to comply with such terms and conditions. Such terms and conditions will be provided to you by the relevant Wallet Provider and shall not amend or replace these Terms and Conditions.

6.6. A Wallet Provider may impose requirements relating to your device, including, without limitation, requirements concerning the device model, operating system or software version. You agree to comply with all such requirements.

6.7. payabl. is not responsible for any information, products or services provided to you by a Wallet Provider or any third party associated with a Wallet. payabl. shall not be liable for any failure, unavailability, malfunction or performance of any Wallet or any third-party products or services associated with a Wallet.

6.8. We do not collect, process or store any biometric data used to authenticate transactions through a Wallet. Any biometric authentication is performed by the relevant Wallet Provider or device manufacturer in accordance with its applicable terms and privacy notice. We may exchange other information with Wallet Providers as necessary to enable the provision and use of Wallet services in accordance with our Privacy Policy.

6.9. You are responsible for maintaining the security of your device and any passcodes, passwords, biometric credentials or other security credentials used in connection with your device or Wallet. You acknowledge that any person who gains access to your device and applicable security credentials may be able to use a Card provisioned in a Wallet. You must take all reasonable steps to keep your device secure and restrict unauthorized access to it. You acknowledge and agree that any transaction authorized using the biometric features or passcode of your device will be deemed an authorized payment instruction. The Corporate Cardholder and the Company shall be held jointly and severally liable for any losses arising from your use of a Card provisioned in a Wallet where you have acted fraudulently, with gross negligence, or have failed to take reasonable steps to secure your device (including permitting any third party to register their biometric data on your device) or comply with any security requirements imposed by a Wallet Provider.

6.10. We may suspend, remove or terminate a Card provisioned in a Wallet in the same circumstances in which we may suspend, block, restrict or terminate your Card under these Terms and Conditions. In addition, we may suspend, remove or terminate a Card provisioned in a Wallet if a Wallet Provider requires us to do so or refuses to provision or continue provisioning the Card or upon the direct instruction of the Company (your employer) to delete, block, or revoke your access to the corporate card program.

7. What to do in case of a security accident?

7.1. If the Card is lost or stolen, or someone else finds out the PIN, or if you think the Card, card number, or PIN may be misused, you must:

a. block the Card immediately using the Mobile Application, contact us by phone at (CY): +357 70077013 or (UK): +44 2034359490, or report about the lost or stolen card to banking.support@payabl.com, so that we can block the Card for you;

b. stop using the Card, card number or PIN immediately.

7.2. If the Card is used without your permission, or is lost, stolen or if you think the Card may have been misused, we may ask you to write to us within seven days to confirm the loss, theft or possible misuse. We may disclose to law enforcement agencies any information which we reasonably believe may be relevant.

8. When can we restrict the Card?

8.1. We will block or restrict the Card or PIN on justified grounds relating to:

a. the security of the Card, card number or PIN. For example: when the wrong PIN is entered several times in a row;

b. the suspected unauthorised or fraudulent use of the Card or PIN;

c. situations where it is not possible for the supplier to obtain online authorisation to confirm that you have sufficient balance for the transaction. For example: transactions on certain trains, ships, and some in-flight purchases,

d. purchases at service stations when the merchant verifies your PIN with us without providing the final amount of your purchase;

e. if applicable law or regulatory requirements prevent us from executing the Transaction or require us to perform further checks;

f. if processing your Transaction would breach these Terms and Conditions;

g. if the Transaction amount is above or below the applicable limits;

h. if a third party prevents us from executing the Transaction (for example, Card Scheme);

i. if you fail to provide, or delay in providing, any information or documents that payabl. may reasonably require for identity verification, ongoing monitoring, or compliance with law, or any information otherwise required by payabl.;
j. in other cases provided by our agreement with the Company.

9. Cancellation of a Transaction

9.1. Authorisation for a transaction may not be withdrawn or revoked by you.
9.2. You may demand from us the return of the amount of an authorized transaction initiated by or via the recipient through a chargeback procedure in accordance with Card Scheme Rules.
9.3. You may find the chargeback procedure guide here: payabl.com/cards/chargebacks-and-disputes-guide, which shall govern the dispute process for a transaction.

10. Support Service

10.1. **For EU Cardholders:** payabl. will, as part of the Services and at no additional cost to you, provide standard online and telephone support services. Support is available on a 24/7 basis subject to the conditions of this section. You shall submit enquiries to the support desk via the phone +357 70077013 or by e-mail to banking.support@payabl.com.
For UK Cardholders: payabl. will, as part of the Services and at no additional cost to you, provide standard online and telephone support services. Support is available on a 24/7 basis subject to the conditions of this section. You shall submit enquiries to the support desk via the phone +44 2034359490 or by e-mail to banking.support@payabl.com.
10.2. The support service may require time to review your request. We aim to respond to your request typically within two (2) Business Days; however, depending on the nature and complexity of the request, a longer period may be required. If additional time is required, we will inform you accordingly.
10.3. Requests that are not urgent will be processed during our normal business hours on Business Days, excluding public and banking holidays in the United Kingdom and Cyprus.
10.4. Only reports of lost or stolen Cards, or requests to block a Card, will be handled outside Business Hours. For the purposes of this clause, Business Hours means 09:00–18:00 Cyprus time for EU Cardholders and 09:00–17:00 UK time for Cardholders in the UK on Business Days.
10.5. We may require you to verify your identity before providing support, disclosing information or taking any action in relation to your Card.
10.6. Where we request additional information from you, you shall provide such information promptly and in a complete and accurate form, as it may be necessary for us to process and resolve your request. We may be unable to process or resolve your request until the requested information has been provided.
10.7. You shall comply with any reasonable instructions and recommendations provided by us in connection with the support services.
10.8. We do not guarantee that any request, issue or incident will be resolved within any specific timeframe.
10.9. Support services may not be available at all times and may be subject to interruptions, maintenance, technical issues or circumstances beyond our reasonable control.
10.10. Support services are provided in English.
10.11. We may amend, modify, suspend or discontinue any aspect of the support services from time to time at our sole discretion.

11. Using the Card in foreign currencies

11.1. If you make a payment with the Card in a currency different from the currency of the Card, the purchase amounts will be converted to the main Card currency by Mastercard on the date they process the transaction, using the exchange rate they use for all such currency conversions. This means the rate of exchange may differ from the rate on the date you made the card payment, if the payment is processed by the card scheme after that date. The foreign exchange rate used by Mastercard can be found on www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html. We also charge a fee based on the payment amount, as shown in the Fee Table.
11.2. Card terminals may offer you the option of seeing the payment amount or withdrawal in the currency of the Card or in a currency other than the cash withdrawal or purchase currency and allow you to choose to pay that amount in that currency. The exchange rate used for this will generally be provided by the operator of the terminal or ATM, so it won't be under our control and won't be covered by our Fee Table. Please check the exchange rate at the ATM, the terminal or with the respective operator before authorizing the transaction.
11.3. As soon as practical after you make a Card transaction in foreign currency we will display as part of the transaction information we provide in the Mobile Application, details of the amount of the conversion to the currency of the Card and how the exchange rate applied by us compares to reference rates published by the European Central Bank.

12. Keeping the Card safe

12.1. You must keep safe at all times the Card details – including PAN (the 16 digits number displayed on the front of the Card), expiry date, CVV (the 3 digits number, displayed on the back of the Card), PIN (Personal Identification Number), and any passwords and devices you use to access security details of the Card by any method (together the "**Personalised Security Features**"). This also includes any Card details, on retailer's websites, or on devices such as mobile phones. If you have registered a Card on a device or within a Wallet this will include passwords and security processes used to access your device or the Wallet (device ID, passcodes, or passwords) and any fingerprints or other biometric or identification methods stored in your device. Please note that not all Personalized Security Features may be applicable to the Card.

12.2. We will never contact you to request any of your Personalised Security Features and we will not ask anyone else to do so on our behalf. If you receive such a request, it is likely to be fraudulent, and you must not supply any of your Personalised Security Features in any circumstances. You should report any such activity to us immediately. Treat emails received from senders claiming to be us with caution and be wary of emails asking you for any Personalised Security Features.

12.3. When you call us, we may need to identify you, depending on the nature of your query. We may do this by asking for certain information (such as answers to questions) known only to you and requesting random digits of certain passwords, but we would never ask you for a full PAN, PIN, Code or password. You must not give these to anyone who asks for them, even if that person appears to be an official.

12.4. You are responsible for the quality, safety, legality or any other aspect of any goods or services that you buy with the Card. Unless otherwise stipulated in applicable laws, any disputes about purchases or payments made with the Card must be settled with the goods or service provider concerned.

13. Balance and statements

13.1. To view the available balance and transaction history please visit the Mobile Application. By accepting these Terms and Conditions you specifically agree not to receive paper statements.

13.2. Upon your request additional statements and/or transaction records, on paper or otherwise will be provided to you, subject to additional fees.

13.3. The Company shall have access to the balances and statements relating to the Card, as the funds associated with the Card belong to the Company.

14. Fees

14.1. The Fees shall be paid by the Company, but some Fees are levied when you perform a Transaction. The applicable fees are established in the Fee Table.

14.2. Fees and other amounts payable by you shall be debited from the Card or associated account.

14.3. If there are no funds on the Card or if the funds are insufficient to cover the fees, other claims and the debts arising from the Terms and Conditions, we are entitled to suspend provision of the Card until such fees and indebtedness are covered. Notwithstanding the above, we will only charge applicable monthly fees until there is a positive balance on the Card and we will not charge uncollected monthly fees retroactively.

15. Your Liability

15.1. You are responsible for an unauthorised Card transaction occurring as a result of:

a. your gross negligence and willful misconduct;
b. where you have failed to keep safe the Personalised Security Features;
c. where you failed to tell us about the loss of the Card or compromise of the Personalized Security Features; and/or
d. in other cases provided by these Terms and Conditions and applicable laws.

15.2. Please refer to the Fee Table for any charges, fees you may need to pay, plus any Card scheme charges that may apply from time to time, for each instance of loss, theft or misappropriation, and dispute.

15.3. If we can show that you have acted fraudulently incurring a loss as a result of an unauthorised transaction, you may not benefit from any of the liability limitations set out above.

16. Our liability towards you

16.1. Within the limits permitted under the applicable laws, and subject to the limitations defined in the Terms and Conditions, we are liable for due performance of our obligations set out in the Terms and Conditions.

16.2. In relation to the provision of the Card, we shall be primarily liable to the Company, except in relation to our data protection obligations, security matters, or where we are directly liable to you under applicable law.

16.3. You cannot claim a loss or damage from us if:

a. you are claiming for loss of business, loss of goodwill, loss of opportunity or loss of profit - we will not be liable for these in any circumstances;
b. you have acted fraudulently or with gross negligence;
c. you are in breach of the Terms and Conditions,
d. you provided payabl. with any incorrect information if there is a clear causal link with the damage;
e. our failure was due to abnormal and unforeseeable circumstances outside our control, which meant we couldn't follow our obligations under the Terms and Conditions despite our best efforts to do so, for example, a hardware breakdown, strike, or a major problem with a payment system; and/or
f. you are claiming for consequential loss which is not reasonably foreseeable as a result of our breach of the Terms and Conditions.

16.4. None of these exceptions will apply, and nothing else in the Terms and Conditions will stop us being liable, if:

a. we acted fraudulently;

b. we acted with gross negligence; or
c. we are at fault and the law does not allow us to exclude or limit liability.

17. Cancelling the Card

17.1. The Terms and Conditions expire on the Card expiry date unless, prior to expiry, we issue a replacement Card in accordance with our Card reissue policy as specified in the Terms and Conditions, provided however that we may send you a replacement card prior to the Card expiry date and with no obligation for you to continue to use the Card.
17.2. Whilst a Card remains unexpired, the Terms and Conditions will be of indefinite duration and will continue unless terminated at any time by you, or by us for a reason and in accordance with the processes set out below.
17.3. After termination of the Terms and Conditions, access to the Card and the Mobile Application shall be restricted. In case of a physical Card, you will be obliged to return the Card to us or to destroy it. Please contact our Support Team for more details.
17.4. The provision of the Card to you ancillary to our services to the Company and termination of the relationship with us by the Company will automatically terminate the relationship between you and payabl.

18. When you can cancel the Card

18.1. If you wish to, you can cancel the Card at any time by requesting the Company to close it or requesting the closure on behalf of the Company by contacting our Support Team.
18.2. There is no cost to you for cancelling the Card.

19. When can we cancel the Card

19.1. We may terminate the Terms and Conditions with immediate effect (and cancel the Card) if we have reasonable grounds to suspect you have committed any of the following things, which you must not do:
a. put us in a position where we might be deemed to be in breach of any applicable law, regulation, directive, statute or other duty that applies to us if we maintain the Card;
b. refused to cooperate with payabl.'s legitimate requests, e.g., by not providing information to confirm your identity or the source of funds/wealth, or if you (or a close family member or associate) become a Politically Exposed Person (PEP) that falls outside payabl.'s risk appetite;
c. have given us any false information or attempted to mislead us at any time;
d. committed (or attempted) fraud against us or someone else;
e. used (or allowed someone else to use) the card illegally or for criminal activity (including receiving proceeds of crime on the card);
f. inappropriately let someone else use the card;
g. we reasonably believe that maintaining the card might expose us (or another payabl. group company) to action or censure from any government, regulator or law enforcement agency;
h. we find out that you are no longer eligible for the usage of a card (for example, you are a restricted person);
i. we discontinue the card;
j. the Company asked us to close the card, or the associated account of the Company is closed or suspended;
k. we must do it pursuant to applicable laws and regulations.

19.2. In other cases, we may discontinue the Card and may terminate these Terms and Conditions at any time by giving you three (3) months' notice, providing you a reason for such termination (for example, in case the Card is deemed by us as the Dormant Card, or you breached this Agreement).
19.3. We may suspend these Terms and Conditions for any grounds stated in this clause 19 with immediate effect, or in other cases provided by these Terms and Conditions.

20. Complaints Policy and Governing Law

20.1. If you are dissatisfied with our Services, you may notify us via complaints form from our website, which can be found on the Complaints Handling Policy section. Providing such notice allows us to investigate and, where appropriate, remedy the matter. In your complaint, you must specify the card number (last four digits), followed by the details of your complaint, including date of incident, information and affected transactions (if applicable) and desired outcome. Once we receive your complaint, we will send you an acknowledgment via email within 5 business days of being received. Depending on the severity of the complaint, the acknowledgement may also include a resolution of the complaint. During the investigation process, we will keep you informed on the process of the investigation. One of our officers may contact you directly to ask for additional information/ evidence in order to properly evaluate and investigate your complaint. Upon completion of the investigation, we will issue our final response by email. We shall make every effort to submit our response within fifteen (15) business days. If your complaint is more complex and we need more time to properly investigate, we will inform you via email. The final response will not exceed thirty-five (35) business days of receipt of your complaint. Once resolved, you will be sent an email regarding the outcome, giving you the opportunity to respond if not satisfied.
20.2. You may further submit a complaint in accordance with the complaints policy available at: https://payabl.com/complaints-handling-policy, or:

a. **For EU Cardholders:** to a Financial Ombudsman of the republic of Cyprus: https://financialombudsman.org.cy/en/services/complaints-service/information-for-natural-persons/;
b. **For UK Cardholders:** to a Financial Ombudsman of the United Kingdom (UK): https://www.financial-ombudsman.org.uk/make-complaint.

20.3. **For EU Cardholders:**
a. The Agreement and any legal relationships between you and us will be subject to and governed in all respects by the laws of the Republic of Cyprus, notwithstanding the actual state or your country of residence.
b. Legal action under these Terms and Conditions can only be brought in the courts of the Republic of Cyprus (or in the courts of any EU Member State where you reside).

20.4. **For UK Cardholders:**
a. The Agreement and any legal relationships between you and us will be subject to and governed in all respects by the laws of the United Kingdom, notwithstanding the actual state or your country of residence.
b. Legal action under these Terms and Conditions can only be brought in the courts of the United Kingdom, where you reside.

21. Changes

21.1. We may amend these Terms and Conditions (including the Fee Table, unless otherwise expressly agreed with you) by providing you with at least two (2) months' prior notice by email. If you do not wish to accept the proposed amendments, you may terminate these Terms and Conditions at any time before the amendments take effect by providing written notice to us. If you do not terminate these Terms and Conditions prior to the effective date of the amendments, you will be deemed to have accepted the amendments, which will thereafter apply from the effective date.

22. Definitions

Terms and Conditions	means these Terms and Conditions for the usage of the Card
Mobile Application	means payabl. mobile application, which is a software application available in Google Play and Apple Store that allows to view and control Cards. Mobile Application User Agreement is available at https://payabl.com/app-terms
Business Day	means any day other than i) a Saturday or a Sunday, or a ii) a national or a bank holiday in Cyprus or the United Kingdom.
Card	shall mean Mastercard Business Debit card issued by payabl.
Card Schemes	means the 'VISA' and 'MASTERCARD' card schemes and others, including but not limited to other card schemes like JCB, UnionPay, AMEX etc., or any other similar card scheme the payabl. is a member or may accede as member in the future or otherwise authorized to process Transactions;
Card Scheme Rules	means all current and future by-laws, rules, regulations, interpretations and guidelines implemented by any Card Scheme from time to time and all amendments, changes and revisions including any waivers or exceptions agreed with the Card Schemes;
Company	means a customer of payabl., which is a legal entity, sole trader, or other form of business organisation that designated the Cardholder and requested the issuance of the Card.
Confidential Information	means information that has been or may hereafter be disclosed, directly or indirectly, by one party to the other party, either orally, in writing, or in any other material, tangible, or intangible form, pertaining to the disclosing party's (or any of its Related Parties or clients, if applicable) business activities that is confidential, secret, or proprietary, including: (i) any and all trade secrets; (ii) any commercial, marketing, technical or other information relating to the business activities of the Parties; and (iii) any other information of whatever nature made available to a Party by another Party which would reasonably be understood to be confidential.
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time within the European Union including: **In the UK:** The UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018); the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. **In the EU:** The General Data Protection Regulation ((EU) 2016/679) (the "GDPR"); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.any applicable national implementing laws.
Dormant Card	means a Card which is classified by payabl. as dormant when no transaction is executed for a period greater than three (3) consecutive months or for any other period of time determined by payabl. at its absolute discretion.
Fees	means any fees and charges that you shall pay for or in connection with the Card.
Fee Table	means the table of fees charged by payabl. in connection with the Card, as this may be amended from time to time by payabl. The Fee Table is referenced herein as Annex A.
payabl. Group	means all affiliated companies of payabl., including, but not limited to: Payabl. LT, UAB, reg. no 307009094, registered address at Vilnius, Lvivo g. 25-104, LT-09320.
Personal Data	means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Sanctioned Territories	means any country or jurisdiction that is subject to comprehensive trade or economic sanctions, embargoes, or other restrictive measures imposed by the United Nations, the European Union, the United Kingdom, the United States of America, or any other applicable sanctions authority.
Restricted Persons	means any person listed on the United States Treasury Department's Specially Designated Nationals and Blocked Persons List, the United Kingdom sanctions list, any sanctions list maintained by the European Union, including but not limited to the EU Consolidated Financial Sanctions List, on the United Nations Security Council sanctions lists or otherwise designated as restricted persons under applicable sanctions regimes.
Transaction	means a transaction using a Card (including a currency exchange conversion) initiated by you or received by you as part of the Services, which includes, but not limited to, placing, receiving, transferring or withdrawing funds.
Wallet	means a digital wallet service that enables the secure storage of Card details on a device through tokenization, including Apple Pay, Google Pay, and any similar digital wallet service.

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