



“Your Freedom in Card & Crypto”

Terms and Conditions for Consumer IBAN Account and Wallet - Hoppacard

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Hoppacard Holding BV

Company Registration Number: 85996424

Beemdstraat 5, 5653MA Eindhoven

The Netherlands

Terms and Conditions for Consumer IBAN Account and Wallet

Effective as of 14/04/2023

1. About us

Hoppacard Holding B.V., a company registered in the Netherlands with registration number 85996424 and registered address Beemdstraat 5, 5653 MA, Eindhoven, Netherlands (“Hoppacard”, “Hoppacard.com”, “we”, “us”, “our”). Please read it carefully before providing us with any information about you.

Hoppacard (“Hoppacard”, “HOPPACARD”, “HOPPA! Card”, “hoppacard.com”) is a brand of Hoppacard Holding B.V.

All regulated services, banking, and issuing are offered and under the control of Unlimit EU Ltd.

Hoppacard Holding B.V., provides you with software services relating to your Hoppacard account. Software services means the set of tools, allowing you to create an account and operate with it, as well as the background services required so that the respective payment services could be provided successfully. To provide you with payment services, we work in close cooperation with licensed electronic money institutions.

The Account can be activated and managed online via the Hoppacard’ Website and/or via our mobile application accessible for iOS and Android users.

2. About our Partners

Unlimit EU Ltd, a company registered in Cyprus with corporate address at 125, Georgiou Griva Digeni, Limassol, 3101, Cyprus, and company number HE 328641, (hereinafter referred to in this Agreement as “Unlimit” or “Partner”). You can find out more information here: [Unlimit](#) . Any services operated by Unlimit are subject to additional Terms and Conditions described in detail [here](#).

HOPPACARD d.o.o., a company registered in Slovenia with registration number 9221638000 and registered address Dunajska cesta 158, 1000 Ljubljana, Slovenia, (hereinafter referred to in this Agreement as “HOPPACARD” or “Partner”).

Additional partners may be added to or removed from this section without explicit notifications or consent. Check regularly for the latest information and if you need to know more about our Partners.

These Terms and Conditions do not govern your relationship with our Partners, they only govern your relationship with Hoppacard Holding B.V.

3. Scope of these Terms

3.1. These Terms and Conditions govern the opening, use and closure of your Hoppacard account and other related payment services as referred to herein. Together with any other terms and conditions referred to in these Terms, they constitute the agreement between you and us. You are advised to print or download and keep a copy of these Terms of Use for future reference. You can always view the current Terms of Use on our Website.

3.2. You accept these terms and conditions by activating your account. You should read them carefully before activating your account.

3.3. Depending on the services you select to use, you might be required to accept additional Terms and Conditions.

4. Definitions

“Agreement” means this agreement and the privacy policy.

“Business Day” means any day other than a Saturday or a Sunday or a public or bank holiday.

“Consumer” means an individual who, in entering into this Agreement, is acting for a purpose other than a trade, business or profession.

“Customer Service” means our customer service, which you can reach by sending a message through the options described in these Terms or on our website.

“Electronic Money” means electronically stored monetary value.

“Fees” means the charges payable by you to us for using our services.

“Payment Method” means bank transfer and payment instruments including, but not limited to, credit cards and debit cards.

“Hoppacard Website” or “Website” means the website available at www.hoppacard.com.

“Regulations” means the Payment Services Directive 2017, as well as any applicable regulations in the Bulgaria related to the specific services we provide.

“Safeguarded Account” means the bank account(s) belonging to our licensed Partner, which are separate to ours or their own office bank accounts, into which they will receive money from you, or on your behalf, in return for the issuance of Electronic Money.

“Payment Services” means the e-money account, wallet, or related services provided by our licensed partners.

“Software Services” and/or “Services” means the platform and technical tools provided by Hoppacard with which you can operate your wallet.

“Terms of Use”, means these Hoppacard Account Terms and Conditions, published on the Website and as may be amended from time to time.

“We”, “us” or “our” means Hoppacard Holding B.V., a company registered in the Netherlands with registration number 85996424 and registered address Beemdstraat 5, 5653 MA, Eindhoven, Netherlands,

“You”, “your” means the natural person or the account holder of the Hoppacard Account.

5. Interpretation

Clause headings shall not affect the interpretation of this Agreement and references to clauses are to the clauses within this Agreement, if not otherwise specified.

Any words following the terms “including”, “include”, “for example”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time and reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

6. Opening your Hoppacard Account

6.1. To use the payment services, you must first open a Hoppacard Account by registering your details on our website or mobile application. As part of the signup process, you will need to accept these Terms of Use and our Privacy Policy, and you must have the legal capacity to accept the same. If you order additional services, you may be asked to accept additional terms and conditions.

6.2. As an individual, you must be 18 years or older to use our services and by opening a Hoppacard Account you declare that you are 18 years or older. We may require at any time that you provide evidence of your age.

6.3. You may only open one Hoppacard Account unless we explicitly approve the opening of additional accounts.

6.4. You may only open an Account if it is legal to do so in your country of residence. By opening an Account, you represent and warrant to us that your opening of this Account does not violate any laws or regulations applicable to you. You shall pay us the amount of any losses we incur in connection with your breach of this section.

6.5. All information you provide during the signup process, or any time, thereafter, must be accurate and truthful.

6.6. You may only use Payment Methods 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.

6.7. To comply with the requirements of the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017, the Proceeds of Crime Act 2002, and EU Wire Transfer Regulations (Regulation (EU) 2015/847) and related regulations, we will obtain from you, and retain, evidence of your personal identity in our records. If satisfactory evidence is not promptly provided, we may not be in the position to accept your payment instructions or offer you any kind of services.

7. Maintaining your Hoppacard Account

7.1. You must ensure that the information recorded on your Account is always accurate and up to date and we shall not be liable for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence. If satisfactory evidence is not promptly provided, we may not be in the position to accept your payment instructions or offer you any kind of services.

8. Services

8.1. As part of the Services, Hoppacard, in partnership with our licensed EMI Partners, shall issue you with Electronic Money upon receipt of money from you, store your Electronic Money and redeem Electronic Money both on your express instruction and in accordance with this Agreement.

8.2. Our Services do not include the provision of advice. We do not offer advice under this Agreement on any matter including (without limit) the merits or otherwise of any currency transactions, on taxation, or markets.

8.3. We reserve the right to change the scope of our Services from time to time and enhance them. We would aim to inform you about new products and features as soon as we reasonably can and obtain your consent where applicable. From time to time, you might need to accept additional Terms and Conditions to be able to use those new products or services.

8.4. Products and services are subject to availability based on multiple factors, including but not limited to your country of residence, nationality, our coverage, and the coverage of our Partners. We will always aim to extend the provision of our Services, however, in some instances there are objective reasons for not being able to do so, and Hoppacard must not be held liable for this.

8.5. Where we receive money from you, this money will be held by our licensed Partners, in the relevant Safeguarded Account, in exchange for the issuance of Electronic Money.

8.6. Your funds will not be used for any other purpose and in the unlikely event of insolvency, your e-money will be protected as per the applicable regulations.

8.7. There is a difference in holding Electronic Money and a Bank holding your money, in the sense that:

(i) neither we, nor our Partners could or would use the funds to invest or lend to other persons or entities.

(ii) Electronic Money will not accrue interest.

8.8. You may hold Electronic Money and we may hold funds corresponding to your Electronic Money indefinitely. However, if we hold Electronic Money for you for longer than a specified period without

any activity on the account, we shall use reasonable endeavours to contact you to redeem the Electronic Money and return the corresponding funds to you. If we are unable to contact you, we may redeem the Electronic Money and send the corresponding funds, less any of our costs incurred, to the last known payment instrument we have on file for you.

8.9. We accept no responsibility if you send money to the incorrect account.

8.10. We do not accept cash deposits, third party deposits, or cheques. We accept money via a variety of methods of electronic funds transfer to our bank account, the details of which will be displayed to you during a transaction or provided upon request.

9. Keeping your Hoppacard Account Safe

9.1. You must take all reasonable steps to always keep your Hoppacard Account password and any other security features safe 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 password or other security features, other than the Hoppacard Website or a Hoppacard payment gateway on a merchant website, should be reported to us immediately.

9.2. If you have any indication or suspicion of your Hoppacard Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorization, or otherwise compromised, you are advised to change your password. You must also contact us using the contact details available on our website without undue delay.

9.3. We may suspend your Account or otherwise restrict its functionality on reasonable grounds relating to the security of the Account or any of its security features or if we reasonably suspect that an unauthorized or fraudulent use of your 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.

9.4. You must take all reasonable care to ensure that your e-mail account(s) are secure and only accessed by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your Account.

9.5. Irrespective of whether you are using a public, a shared or your own computer to access your Account, you must always ensure that your login details are not stored by the browser or cached or otherwise recorded.

10. Closing your Hoppacard Account

10.1. You may close your Hoppacard Account at any time by contacting us via email: support@hoppacard.com.

10.2. In some cases, fees relating to ongoing management of inactive accounts may continue to be charged following closure of your Account. This provision shall survive termination of the relationship between you and us.

10.3. If your Hoppacard Account holds a balance at the time of its closure, we will ask you to withdraw your funds within a reasonable period, during which your Account will be accessible for the purpose of withdrawing the remaining balance only.

10.4. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorizing any withdrawal of your funds, including in relation to returning any funds to you after you have closed your Hoppacard Account.

10.5. We recommend that you reclaim or spend in full any funds in your Hoppacard Account as soon as possible before your Account is closed.

11. Prohibited Transactions

11.1. It is strictly forbidden to attempt transactions related to 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 licenses including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or unlicensed or illegal 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 programs or other “get rich quick” schemes or high yield investment programs, 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 these Terms of Use or an acceptable use policy published on the Website.

11.2. It is strictly forbidden to make payments 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 Hoppacard 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 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.

11.3. You may not use our services if you are residing in certain countries. This would depend on our partnerships and other regulations, and we may in our sole discretion decide to discontinue or restrict our services in specific countries at any time and without prior notice.

11.4. It is strictly forbidden to use your Hoppacard Account for any illegal purposes including but not limited to fraud and money laundering. We will investigate and report any suspicious activity. We reserve the right to withhold any remaining funds and cover any outstanding expenses because of similar attempts.

11.5. 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 Hoppacard Account; and/or report the transaction; and/or claim damages from you.

12. Fees

12.1. Fees depend on whether you are using your Hoppacard Account for personal or commercial purposes, the services you are using and your registered country. Your Fees will be made available to you prior to commencing a business relationship.

12.2. Your transactions may be subject to currency conversions.

13. Your personal data

13.1. You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing services to you. This does not affect our respective rights and obligations under data protection legislation. You may withdraw this consent by closing your Hoppacard Account. If you withdraw consent in this way, we will cease using your data for this purpose, but may continue to process your data for other purposes where we have other lawful grounds to do so, such as where we are legally required to keep records of transactions.

13.2. Detailed information about your personal data and the way we collect, handle, keep and transfer it, is available in our Privacy Policy, which can be found on our website.

14. Liability

14.1. Where we and another person (such as a payment services provider) are liable to you in respect of the same matter, you agree that our liability to you will not be increased by any limitation of liability you have agreed with that other person or because of your inability to recover from that other person beyond what our liability would have been had no such limitation been agreed and/or if that other person had paid his or its share.

14.2. Hoppacard 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, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control, or the control of the intermediary affected.

14.3. Hoppacard shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.

14.4. Nothing in these Terms of Use 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.

14.5. Our obligation under these Terms of Use is limited to providing you with a software, allowing you to access 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 third party.

14.6. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of the Hoppacard Account or the services we or our Partners provided.

14.7. Where any loss, liability, cost or expense (a "Loss") is suffered by you for which we would otherwise be jointly and severally or jointly liable with any third party or third parties, the extent to which such Loss shall be recoverable by you from us (as opposed to any third parties) shall be limited so as to be in proportion to the aggregate of our contribution to the overall fault for such Loss, as agreed between all of the relevant parties or, in the absence of agreement, as determined by a court of competent jurisdiction. For the purposes of assessing the contribution to the Loss in question of any third party for the purposes of this clause, no account shall be taken of any limit imposed or agreed on the amount of liability of such third party by any agreement (including any settlement agreement) made before or after such Loss occurred or was otherwise incurred.

15. Termination

15.1. We may terminate your Hoppacard Account, or any payment service associated with it by giving you two months' prior notice. You may terminate your Hoppacard Account with us at any time.

15.2. We may at any time suspend or terminate your Hoppacard Account without notice if:

(i) you breach any condition of these Terms of Use or any other condition applicable to specific services covered by separate terms and conditions;

(ii) you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of our services;

(iii) we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;

(iv) you harass or engage in obscene, rude, or abusive behaviour against us or any of our representatives.

15.3. We may at any time suspend your Hoppacard Account without notice, if:

(i) we reasonably believe that your Account has been compromised or for other security reasons; or

(ii) we reasonably suspect your Account to have been used or is being used without your authorization or fraudulently, and we shall notify you promptly after the suspension unless we are prohibited by law to do so.

16. Changes to these Terms of Use

16.1. These Terms of Use and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from us under the procedure set forth in this section.

16.2. We shall give notice to you of any proposed change by sending an email to the primary email address registered with your Hoppacard Account.

16.3. We will aim to send information about upcoming changes as early as reasonably possible, but not later than a week before the new Terms come into effect.

16.4. You have the right to object to those changes. If you object to the changes, they will not apply to you. However, any such objection shall constitute a notice by you to terminate and close your Hoppacard Account.

17. Communication

17.1. We would usually communicate via email. For this purpose, you must always maintain a valid email address in your profile. You are required to check for incoming messages regularly and frequently. Emails may contain links to further communication on our website.

17.2. We will never send you any emails with executable files attached or with links to any executable files. If you receive any email with such attachments, you should delete the message without clicking on the attachment. If you are unsure whether a communication originates from us, please contact us.

17.3. We will communicate to you in English and will always accept communications made to us in English.

17.4. Apart from communicating via email, we may contact you via chat, letter, or telephone, where appropriate. If you use any mobile services, we may communicate with you via SMS.

17.5. You may contact us at any time by sending a message to our Customer Service Team. Contact details are available on our website.

18. Complaints

18.1. Any complaints about us or the services we provide should be addressed to us in the first instance by contacting Customer Service. You should clearly indicate that you wish to make a complaint to us. This helps us to distinguish a complaint from a mere query. If you feel that we have not met your expectations in the delivery of our Services, please contact us via email at complaints@hoppacard.com.

18.2. More information on how we will handle your complaint, timelines, and next steps, is available on our website, in the form of a Complaints Leaflet.

19. Assignment

We may assign this Agreement to another company at any time. If we assign the Agreement to another company, you will be given prior notice of this. Unless you tell us within 2 weeks that you do not want to continue with the Agreement after the assignment, you agree that we can assign the Agreement in this way. Your rights will not be affected by such assignment should it happen. You may not assign the Agreement to a third party. Your right to terminate the Agreement under clause 18 is not affected.

20. Miscellaneous

20.1. No person other than you shall have any rights under these Terms of Use.

20.2. Your Hoppacard Account is personal to you, and you may not assign any rights under the Terms of Use to any third party.

20.3. These Terms shall be governed by and interpreted in accordance with Bulgarian Laws. In the instance of a dispute, both parties agree that they would first endeavour to resolve them by open communication in writing, or where applicable by including independent adjudication or mediation. Notwithstanding the foregoing, and in the instance that resolution is not achieved through these means, all claims arising out of or in connection with this agreement will be resolved by the Courts of Amsterdam in the Netherlands, except where prohibited by applicable EU laws.

20.4. If any part of these Terms is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable then such part shall be severed from the remainder of the Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.