Hoppacard

"Your Freedom in Card & Crypto"

Terms and Conditions for Consumer Cards - Hoppacard

Document Information:
Version: 1.0
Created by: Tjasa Jan

Version	Date	Comments	Made by	Approved by
1.0	14.3. 2024	Document Creation	Tjasa Jan	[Name]

Hoppacard Holding BV
Company Registration Number: 85996424
Beemdstraat 5, 5653MA Eindhoven
The Netherlands

Terms and Conditions for Consumer Cards

Effective as of 14/04/2024

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 of, they constitute the agreement between you and us. For the use of additional services, you may have to accept additional terms and conditions as notified to you when you are ordering or using such services. 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. The Card (described below) is provided to you by Unlimit EU Ltd, a company registered in Cyprus with corporate address at 125, Georgiou Griva Digeni, Limassol, 3101, Cyprus, and company number HE 328641 ("Issuer").

3.3. These terms and conditions ("Terms") will apply to your use of the Card, Services, and the Card Wallet.

3.4. By using the Card, Services, and the Card Wallet and/or completing the sign-up process, you are entering into a binding contract with us and shall be deemed to have expressly read, understood, and agreed to these Terms.

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

4. Definitions

"Account" means E-Money account associated with the Card.

"AISP" means account information service provider.

"ATM" means automatic teller machine.

"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.

"Card Distributor" means us or your point of contact if you have an issue with the Card or this Agreement, the contact details of which are set out on our website.

"Card Distributor's App" means the Card Distributor's mobile application, relating to the Account and the Card.

"Card Distributor's Website" means [www.hoppacard.com.](www.hoppacard.com)

"Card Data" means the card number, expiration date, and security code of a Card.

"Card Limits" means the limits applicable to your Card and visible in your Card App.

"Card Network" means the card scheme networks.

"Card Network Rules" means the bylaws, rules, regulations, orders, requirements, and interpretations issued by the Card Network or otherwise communicated to the Issuer and which are applicable to the acceptance of Card Transactions by the Merchants and related matters, as amended from time to time by the Card Network.

“Card Transactions” means any payment initiated with the Card.

“Chargeback” means a dispute filed by the Issuer that is sent through the relevant Card Network in accordance with the relevant Card Network Rules relating to a Card Transaction;

“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.

“EEA (European Economic Area)” means the European Economic Area which covers all the member states of the European Union, Iceland, Norway, and Liechtenstein.

“Enabled Device” means the mobile communications or other device successfully registered by you for use in connection with the App and Services.

“Electronic Money” means electronically stored monetary value.

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

“Force Majeure Event” means an event or failure which is beyond our reasonable control including (i) Acts of God, nature, court or government; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems; (iii) acts or omissions of a party for whom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labour disputes, wars, terrorist acts and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the Services.

“Issuer” means Unlimit, the issuer of the Card;

“Merchant” means 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.

“Merchant’s bank” means the financial acquirer used by the Merchant for the purposes of receiving payments arising from transactions.

“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.

“PAN” means primary account number, i.e., the Card number on the Card.

“Partner” means any of our banking providers and any other business partners.

“PIN” means secret personal identification number associated with a Card which can be used as one method of authorising Transactions.

“Physical Card” means a “physical” Card, which will have the details of the PAN, the Expiry Date of the Card and the CVV code printed on it.

“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, an 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 and which is Processed by the Issuer, and/or by our affiliates, authorised service providers and relevant third parties;

“Regulations” means the Payment Services Directive 2017, as well as any applicable regulations in 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 us with which you can operate your wallet.

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

“Virtual Card” means “virtual” Card, in which case you will not receive a Physical Card but will receive details of the PAN, the Expiry Date and the CVV2 code.

“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” refers to the natural person or holder of the Hoppacard.

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. Applying for your Hoppacard

6.1 By signing up for the Card Services, you represent and warrant that:

(a) You are an approved user of the App who has completed the registration process and received an approval email from Hoppacard;

(b) You have read, understood and agreed to our Privacy Policy which is published on the Site, and the Wallet Terms;

(c) You are at least eighteen (18) years of age;

(d) You have the full right, power, and authority to agree to these Terms;

(e) You are an authorised user of the Device;

(f) You do not currently hold another Hoppacard;

(g) You are not impersonating any other person, operating under an alias, or otherwise concealing your identity; and

(h) you are resident in one of the countries where the Card is available.

6.2. In addition to the above, you agree to provide us with all information and/or documents requested (including such information and/or documents as may be required by us for compliance with Applicable Law) from time to time.

6.3. You agree to cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your Card Wallet, your use of the Services, including to identify or authenticate your identity or validate your funding sources or transactions. This may include, without limiting the generality of the foregoing, requiring further information and/or documents that will allow the Issuer to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third party databases or through other sources.

6.4. We are entitled, in our sole discretion, to refuse your application for or to suspend, terminate or limit your use of the Services, and/or to change the eligibility criteria for registration at any time.

6.5. We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. By agreeing to these Terms, you confirm that you consent to us or a third party carrying out such verifications on our behalf.

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

7. Maintaining your Hoppacard

7.1. The Card is a debit card under one of the major card schemes companies, which can be used to pay for goods and services at retailers which accepts card payments from them. The Card may also be used to withdraw cash through automated teller machines. Card Transactions made on your Card will be settled by the Issuer on the Card Network and you authorise the Issuer to debit your Card Wallet with the amount of all Card Transactions and any relevant Fees for this purpose. You must not initiate any transactions that exceed the Card Wallet Balance. If any purchase or withdrawal made by you exceeds the Card Limits and/or balance in your Card Wallet, the transaction will be declined.

7.2. As a registered user of the Wallet, you may make a request, through us, to the Issuer, to have a Card issued to you. A Card will be issued to you upon approval of such request. Activation of the Card must be completed through the Wallet. The Issuer reserves the right to decline your request for issuance of a Card, or to revoke at any time any Card already issued for whatever reason, in accordance with these Terms and Applicable Laws.

7.3. You acknowledge that each physical Card is and always remains the property of the Issuer and you shall:

(a) exercise all due care and diligence in the custody, care and use of the Card;

(b) not tamper or allow anyone to tamper, with the Card;

(c) not permit the Card to be used in any unauthorised manner, including sharing the use of the Card with another person;

(d) use the Card solely for personal use and not for any business or commercial purposes;

(e) not intentionally deface or damage the Card; and

(f) not affix, print, or attach anything or matter onto the Card or otherwise alter, remove or replace any notice, logo or design on the Card.

7.4. Unless earlier terminated or cancelled, each Card shall be valid for such period as may be determined by the Issuer and indicated on the body of the Card. We will send you an email to inform you that the Issuer will automatically renew the card. These Terms will continue to apply to the new card. If you decide not to renew the existing Card, please contact us via the options available on our website.

7.5. You are responsible for all Card Transactions incurred on your Card. You shall not use your Card in relation to any transaction or activity which is illegal or prohibited under Applicable Laws in the jurisdiction where such transaction or activity is effected or in your country of residence. You shall be liable for all Card Transactions whether or not executed with your knowledge or authority, regardless of how such transactions were effected, including without limitation where arising in connection with any negligence on your part. In this regard you acknowledge the risk of unauthorised Card Transactions being carried out and accept the risk of such unauthorised Card Transactions.

7.6. You shall keep the Card Data of all your Cards strictly confidential and not share the Card Data with any persons other than as necessary to conduct a transaction. When sharing Card Data with Merchants, you will take all precautions to ensure the security and continued confidentiality of the Card Data.

7.7. You shall promptly notify us without undue delay upon discovering that there has been any:

(a) inappropriate or unauthorised disclosure of and/or use of your PIN and/or any of the Card Data; and/or

(b) inappropriate or unauthorised access to and/or use of any of the Services effected using your PIN and/or any of your Card Data, and you shall promptly take such steps as may be specified by us in relation to the foregoing matters (including to change your PIN).

8. Services

8.1. You may be issued with:

(a) a Physical Card; or

(b) a Virtual Card.

To start using the Card, you will be required to activate it in accordance with instructions provided by us.

If you are issued with a Physical Card:

(a) you must sign the Physical Card as soon as you receive it;

(b) you may also receive a PIN separately by post or you may be able to retrieve it electronically via the Hoppacard Website or App.

You should memorise your PIN when you receive it. If you need to keep the written version of the PIN or separately write the PIN down for future reference, you must never keep it with the Card. You must never disclose your PIN to any other person, not even us. If you have not protected your PIN and your Card is used without your knowledge using the correct PIN, this may be classified as gross negligence.

8.2. We reserve the right to update, change, remove, suspend, disable, or restrict access to or discontinue the Services or change any features, component or content thereof at any time, for any reason, without notice or liability to you, unless otherwise specified by these Terms and/or Applicable Laws. We do not guarantee that any specific content, component and/or feature will always be available on the Services.

8.3. The Issuer holds and maintains your Card Wallet, which allows you to store available types of fiat currency with the Issuer, and use the fiat currency to (i) purchase goods or services, (ii) obtain cash through ATM, (iii) make a payment to a third party; (iv) transfer value to another Card or account, (v) load credit or other value to a Card, or (vi) settle any other transactions that may be effected using the Card, in each case in accordance with these Terms ("Card Transactions").

8.4. You can authorize a Transaction by:

1. allowing a merchant to swipe the magnetic strip of the Card and the corresponding sales slip being signed; or
2. inserting the Card into a chip & PIN device and the correct PIN being entered;
3. providing relevant information to the merchant that allows the merchant to process the Transaction, for example, providing the merchant with the PAN, the Expiry Date and the CVV2 in the case of an internet or other non-face-to-face Transaction;
4. relevant information being provided to the payment initiation service provider that allows the payment initiation service provider to process the Transaction;
5. the Card is tapped against a "contactless" enabled reader and accepted by such reader.

8.5. If any of the methods of authorisation set out in Article 8. 4.. are used, we shall be entitled to assume that you have authorised a Transaction unless we were informed that the relevant details of the Card have been lost, stolen, or misappropriated prior the Transaction taking place.

8.6. You acknowledge the correctness of the amount of each Transaction which you authorise.

8.7. Once you have authorised a Transaction, the Transaction cannot be stopped or revoked. You may in certain circumstances be entitled to a refund in accordance with these Terms or the Terms of the Merchant that you have paid to.

8.8. On receipt of notification of your authorisation of a Transaction and the Transaction payment order from the merchant and/or authorised bank, normally we will deduct the value of the Transaction, plus any applicable fees and charges, from the available funds in the Account. We will execute the Transaction by crediting the account of the merchant's or ATM operator's or bank's (as applicable) payment service provider by the end of the next Business Day following the notification. If the notification is received on a non-Business Day or after 4:30 pm on a Business Day, it will be deemed received on the next Business Day.

8.9. We are not liable if, for any reason, the affiliated merchants or authorised banks do not accept the Card, or accept it only partly, nor are we liable in the case of late delivery of, or failure to deliver, goods or services. In the event of disputes or complaints of any kind concerning goods or services, or the exercise of any right in this connection, you should contact the affiliated merchant and/or authorised ban and/or ATM operator.

8.10. It is your responsibility to ensure that there are available funds in your Account to cover any spend, allowing for any foreign exchange fees and other applicable fees under these Terms. Should the Account at any time and for any reason have a negative balance, you shall repay the excess amount immediately and in full.

8.11. For Card usage conducted in other currencies (other than the currency of the Card), you shall accept the exchange rate of the card scheme company, which can be found on their official website. Any changes in exchange rates may be applied immediately and without notice. The exchange rate, where applicable to a Transaction, will be shown in the E-statement. Different exchange rates may apply when reserving or debiting funds. Please be careful when opting to use a merchant's, banks or ATM operators exchange rates as they are often less competitive that the card scheme's exchange rate.

8.12. The maximum amount you may withdraw in cash shall be subject to a daily limit, irrespective of the available funds in the Account. We may charge a fee for withdrawal of cash. Some ATMs may charge an additional fee, which is not included in the fee schedule, however, will apply on top of the fees set out in the fee schedule. ATM withdrawals may also be subject to foreign exchange rates, maximum withdrawal limits, rules and regulations of the relevant ATM operator or bank. It is your responsibility to check whether any such additional fees apply, as they cannot be refunded once the cash has been withdrawn.

8.13. We have the right to review and change the spending limits on the Card at any time. You will be notified of any such changes via the Website and/or the App.

9. Non-execution of a Transaction

9.1. In certain circumstances we may refuse to execute a Transaction that you have authorised. These circumstances include, but are not limited to:

1. if we have reasonable concerns about the security of the Card or suspect the Card is being used in a fraudulent or unauthorised manner;

2. if there are insufficient funds available to cover the Transaction and all associated fees at the time that we receive notification of the Transaction or if there is an outstanding shortfall on the balance of the Account;
3. if we have reasonable grounds to believe you are acting in breach of these Terms;
4. if there are errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing Transactions, or
5. if we are required to do so by law.

9.2. Unless it would be unlawful for us to do so, where we refuse to complete a Transaction, we will notify you as soon as reasonably practicable that it has been refused and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal. Where the refusal is reasonably justified, we may charge you fee when we notify you that your payment request has been refused.

10. Access to information on Transactions and available funds in the Account

10.1. Hoppacard allows you to see the available balance and transaction details on the Website and in the App. You must keep your login credentials safe and not disclose them to anyone.

10.2. We can, upon request, send you a statement by email setting out:

1. a reference enabling you to identify each Transaction, the payer/payee, as well as other details transferred together with the Transaction;
2. the amount of each Transaction;
3. the currency in which the Card is debited/credited;
4. the amount of any Transaction charges including their breakdown, where applicable;
5. the exchange rate used in the Transaction by us and the amount of the Transaction after the currency conversion, where applicable; and
6. the Transaction debit/credit value date.

10.3. We do recommend you to check those details online, however, in the instance that you would like us to provide you with a statement more often than monthly or not by email (or if agreed differently, more often than agreed or in a different manner than agreed) then we may charge you an administration fee to cover our costs of providing the information more often or in a different manner.

11. Chargebacks

11.1. You shall contact us at risk@hoppacard.com without undue delay in the event of any dispute regarding the validity of any Card Transaction or request for Chargeback within eight weeks from the date the transaction is deducted from your balance. Hoppacard, along with the Issuer, will assist you in resolution of the dispute or direct such request to the Card Network for processing.

11.2. You will be required to comply with the Card Network Rules in relation to such dispute or Chargeback request, including furnishing a written explanation of the dispute or Chargeback request and/or a copy of the related sales transaction receipt and any other information and supporting documents that the Issuer and/or the Card Network may require.

11.3. The Issuer reserves the right to investigate any disputed transaction. In the event of any investigation by the Issuer or competent authority, you agree to aid and cooperate by providing us with any additional information and/or documentation.

11.4. If evidence reasonably conclude that any disputed transaction is a result of your wilful default, fraud, gross negligence, or incompliance with these Terms, you agree and authorise us to debit your Card Wallet account with the amount from the disputed transaction and any such associated charges and fees.

11.5. You acknowledge and agree that any Fees imposed by the Issuer and/or the Card Network for the processing of such dispute or Chargeback request may be deducted from the Card Wallet Balance or claimed from you and shall not be refundable.

11.6. You hereby agree and accept that (a) the Issuer and/or Card Network may, but are not obliged to (whether under these Terms or otherwise) assist you with or process your dispute or Chargeback request; and (b) the decisions of the Issuer and/or Card Network on all matters relating to or in connection with such dispute or Chargeback request is final and conclusive and binding on you for all purposes unless otherwise provided in such terms, conditions, rules, procedures and/or guidelines as may be issued by the Card Network from time to time. You acknowledge and agree that the repayment of any amount previously charged to your Card may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the Card Network from time to time.

11.7. In any event, you acknowledge and agree that the Issuer and the Card Network shall not be liable to you in respect of any matter relating to or arising out of such dispute or Chargeback request.

11.8. When a Merchant initiates a transaction, it is the Merchant's Bank's liability to ensure correct transmission of the relevant details to us. We are not liable for any transaction initiated by a Merchant and incorrectly executed by the Merchant's Bank, but you may request that we make immediate efforts to trace the incorrectly executed transaction and notify you of the outcome.

11.9. You acknowledge and agree that for any incorrect payment made more than 13 months before your report of the details to us, you will not be entitled to a refund, but we will make reasonable efforts to trace the payment for you, for which we may charge a reasonable fee to cover our costs in doing so.

11.10. We are not liable if you incorrectly identify the Merchant under a transaction. In such a case, we will make reasonable efforts to recover the funds involved, for which we may charge a reasonable fee to cover our costs in doing so.

12. The Card Wallet

12.1. The Card Wallet is accessible via our website or app and gives you interactive access to the following (which may change from time to time)

(a) request for Cards to be issued by us;

(b) change the settings associated with your Cards;

(c) view the balance and Transaction History of your Card Wallet;

(d) request for a FX Conversion in respect of your balance held in your Card Wallet;

(e) request for Cards to be disabled, enabled or blocked; and

(g) load your Card Wallet.

12.2. Subject always to your continuing compliance with these Terms, we will grant to you a limited, non-transferable, non-exclusive licence to use the Website and App insofar as owned by or licensed through us on your Enabled Device and only for your own purposes, on and subject to these Terms. All other rights not expressly granted to you are reserved.

13. Your devices

13.1. You acknowledge and agree that, in connection with your use of the App, you shall be responsible for the following, at your own cost:

(a) obtaining all necessary hardware, software and communications services necessary for your use of the Wallet and App in accordance with these Terms;

(b) installing antivirus or other mobile security software on your Device to protect against any security or other vulnerabilities which may arise in connection with your use of the App in accordance with these Terms; and

(c) installing updates and patches for the App and your Device in a prompt and timely manner.

13.2 Without prejudice to the foregoing and any other terms in these Terms, you shall be solely responsible and liable for any access to and use of the App and Services through your Device, notwithstanding that such access may have been effected without your knowledge, authority, or consent. We shall not be liable to you for any loss or damage resulting from such use.

13.3 Should you discover that your Device is lost or stolen or has been accessed or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised access/use by contacting us at risk@hoppacard.com.

14. Fees

14.1. Your use of the Services, Card(s) and Card Wallet may be subject to certain Fees, which will, if applicable, be debited from your Card Wallet Balance. Should your Card Wallet Balance be insufficient, Hoppacard will notify you via the Website, App and/or email and you agree to effect payment of such outstanding Fees by topping up your Card Wallet within 14 days of such notification, failing which we reserve the right to suspend your use of the Services, Card(s) and Card Wallet until all outstanding Fees have been settled.

14.2. Fees vary based on jurisdiction and types of services you have selected and will be visible to you in your Account.

15. Conduct

15.1 Without prejudice to the foregoing, you shall not (and shall not, knowingly, or otherwise, authorize, allow or assist any other party to):

(a) use the Services to conduct electronic spamming;

(b) use the Services to perform unlawful or immoral activities (including but not limited to money laundering, terrorism financing and fraudulent activities);

(c) use the Services to upload content that has viruses, malicious codes, immoral or illegal content;

(d) modify or adapt the whole or any part of the Services or combine or incorporate the Services into another other programme or application ;

(e) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the Services or any components thereof;

(f) use the Services in any manner that would lead to the infringement of our intellectual property rights or those of any third party;

(g) use the Services in a way that could damage, disable, impair or compromise the Wallet/Card or the provision of the Services (or the systems or security or any other computer systems or devices used in connection therewith) or interfere with other users or affect our reputation or the Issuer and its affiliates;

(h) engage in any other activities deemed inappropriate by us or which is in contravention of any Applicable Laws; or

(i) demonstrate or use any abusive, threatening and/or violent behaviour or language towards our personnel.

16. Data Protection

16.1. By using the Services, you confirm that you have read and understood our Privacy Policy and consent to us collecting, using, disclosing, and sharing amongst ourselves your Personal Data and disclosing such Personal Data to our affiliates, authorised service providers and relevant third parties for purposes reasonably required by us to facilitate and administer your use of the Services. These purposes are set out in greater detail in our Privacy Policy, which is accessible on our website.

17. Liability

17.1. Where we and another person (such as a payment services provider) are liable to you in respect of the same matter or item, 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.

17.2. We shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control, or the control of the intermediary affected.

17.3. We 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.

17.4. 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.

17.5. 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.

17.6. 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 or the services we or our Partners provided.

17.7. 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.

18. Termination

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

18.2. We may at any time suspend or terminate your Hoppacard 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.

18.3. We may at any time suspend your Hoppacard 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 authorisation or fraudulently, and we shall notify you promptly after the suspension unless we are prohibited by law to do so.

19. Changes to these Terms of Use

19.1. 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.

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

19.3. 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.

19.4. 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.

20. Communication

20.1. We would usually communicate via email. For this purpose, you must at all times 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.

20.2. 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 is originating from us, please contact us.

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

20.4. 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.

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

21. Complaints

21.1. 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 are wishing 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 info@hoppacard.com.

21.2. 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.

22. 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.

23. Miscellaneous

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

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

23.3. This Contract 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.

23.4. 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.