



Terms and Conditions

Version 1.1 – valid from 3rd of October 2019

1. Introduction

Welcome to Lunar – we offer a mobile app which gives our users access to a wide range of banking services and banking products provided by our partners, via our app.

These terms and conditions apply to the user relationship between Lunar Way A/S, CVR no. 36 98 28 37, Hack Kampmanns Plads 1-3, st. th., DK-8000 Aarhus C ('Lunar', 'we' or 'us') and you as a user of the Lunar Way mobile app ('the app').

As part of the concept, Lunar has entered into a collaboration with The Currency Cloud Services Limited, UK registration no. 06323311, The Steward Building, 12 Steward Street, E1 6FQ London ('Currency Cloud'), as well as Global Processing Services Limited, UK registration no. 013101V, 2nd Floor, St Mary's Court, 20 Hill Street, IM1 1EU Douglas, Isle of Man ('GPS').

The terms and conditions supplement the separate document 'Paysafe Cardholder Terms & Conditions' describing the terms and conditions that you have accepted when signing up to the Lunar app regarding your agreement with Paysafe Payment Solutions Limited, Irish registration number nr. 626665, Grand Canal House, Grand Canal Street Upper, Dublin 4 DO4 Y7R5 ('Paysafe').

By accepting these terms and conditions, you declare having read and understood the individual terms and conditions and terms of use, and you have especially been made aware that onerous conditions and terms apply, including regarding the limitation of Lunar's liability to you.

2. Relationship between the user, Lunar and partners involved in the card product.

Lunar is *not* a financial institution, i.e. either a bank, savings bank or cooperative savings bank, and we are therefore *not* a supplier of the banking services and banking products to which you have access via our app. Paysafe is the sole card issuer of your card.

Only Lunar's partners, Paysafe and Currency Cloud, are licensed as financial institutions and are subject to the English Financial Supervisory Authority's supervision and control.

This also means that Lunar does not at any given time have possession or disposal of your funds or deposits on your card. Your balance in the app is thus a balance with Paysafe.

We solely make the electronic platform in the form of our mobile app available for the independent customer relationship between you and Paysafe.

Lunar facilitate the currency exchange/conversion via the app. Lunar does not have possession or disposal of your money at any given time in connection with any currency exchanges/conversions. All money is exchanged by Currency Cloud and settled on an ongoing basis with Paysafe.

Lunar does not provide any kind of financial advice, investment advice, or similar financial consultancy services connected with the banking services and banking products in question. We only provide technical support connected with your access to and use of the app.

3. Registration and approval

It is a requirement that you must be 18 years old, have Swedish or Norwegian citizenship with residence in the European Economic Area ('EEA') or have residence in Sweden or Norway and have a national BankID in the respective country in order to become a user of us and a customer of Paysafe. In some cases, we may request you to submit a passport or a driving license and proof of address, as part of our approval process. You can only be registered as a private user and not as a business user with us.

You are registered as a user with us and of our app after installation of the app and app of a user relationship. Registration as a user with Lunar is

always subject to concurrent registration as a cardholder at Paysafe. You are also registered as a cardholder at Paysafe in the app itself.

You must always follow the app procedure in the app, which starts automatically the first time you open the app. You cannot be registered as a user with us without using the app.

As part of the app process, you must provide the statutory identification details and the necessary documentation. In this connection, you must provide your civil registration number, which we will use to retrieve your full name and address from national databases. As part of the app procedure, you must also accept these terms and conditions. This is done via the app.

Any customer approval is made by Paysafe in accordance with the current rules in this area. If Paysafe can approve you as a customer, we can approve you as a user with us and of the app. If Paysafe cannot approve you as a customer, regardless of the reason for this, we cannot approve you as a user with us and of the app. You will always be notified by text message or notification via the app about whether your app can be approved or must be rejected. Grounds will always be given for any rejection.

In the app, you always have access to read the terms and conditions applicable to your user relationship with us and to read the general terms and conditions of our partners and the other agreements in force in your relationship with us and our partners, including the pricelist, etc.

You are to use BankID in connection with the registration of your user relationship with us. In certain scenarios, BankID is required for authenticating you or for signature of certain term and conditions and services. When you use BankID to accept and sign any agreements with us or our partners, this is an electronic signature, which is fully legally binding.

You do not need to use BankID in connection with login once you have been registered and approved as a user of the app, unless you have entered your personal password incorrectly too many times, you have deleted the app and need to reinstall it or if you are to accept and sign new agreements with our partners or with us.

4. Right of cancellation

You may cancel your contractual relationship with us. The cancellation period is 14 days. The deadline is calculated from the day on which you have accepted and signed these conditions of use. If the deadline expires

on a public holiday, Saturday, 5th of June (Constitution Day), 24th of December or 31st of December, you may wait until the next working day.

You exercise your right of cancellation before the expiry of the deadline by notifying us that you wish to cancel your contractual relationship with us. If you wish to notify us thereof in writing, for example by letter or email, you simply need to send the notification before the expiry of the deadline. If you want to obtain proof that you have cancelled your purchase in time, you can, for example, send your letter by registered post and keep the post office receipt.

Notification that you wish to exercise your right to cancel the agreement with us must be sent to: Lunar Way A/S, Hack Kampmanns Plads 1, st. th., DK-8000 Aarhus C, email: hello@lunarway.com. You can also notify us thereof via the app.

If you wish to cancel your contractual relationship with us, thus terminating the terms and conditions with us and your access to the app, all other agreements which you have entered into via our app will also be cancelled.

5. Access and use

Your access to our app is personal and must not be used by any other persons than you. You cannot grant others a power of attorney to use the app on your behalf. Your personal access is linked to your mobile phone number, your email address, and the personal password that you provide and choose in connection with the creation of your user relationship with us.

You must not disclose or share your login password for the app with others. In the case of unauthorised use or suspicion of unauthorised use of your user access, you must notify us thereof immediately. In the case of unauthorised use or suspicion of unauthorised use, we may always block your access to the app.

You are responsible for updating the identification details which you have provided us in connection with your registration as a user. You are also responsible for keeping your password, your user information, etc. a safe and secret.

To maintain a high level of security, you will, as a default setting, automatically be logged out when you have finished using the app, or when you have not been active for a certain amount of time after having opened the app. You can select other logout settings in the app. We recommend that you always close the app completely when you have finished using it.

If you have any questions about your access to and use of the app, you can contact our technical support by telephone or email or use our support chat feature in the app. The app also contains a FAQ section on the most frequently asked questions about how to use the app.

6. Products and features

The services offered through Lunar's collaboration with various third-party partners and provided to you via our app so far comprise a prepaid Mastercard with multi-currency functionality, foreign exchange service, and international payments.

When conducting international payments via the app, you accept through the usage of the feature that you are responsible for the information provided regarding beneficiary, including account information. You accept that we and our partners do not accept payments to persons or institutions registered on any sanction list or associated with illegal activities. We and our partners do not accept payments to beneficiaries that are registered and/or work within the following industries: weapons and defense, multi-Level marketing, pawnbrokers, political groups, precious metal groups, speculative trading, illegal products and services, adult content and services, drug paraphernalia, carbon credits, cryptocurrencies, and gambling. Our pricelist shows the prices for conducting international payments, and you accept that a potential fee for an international payment is not refunded if the payment is rejected or has failed due to any of the above.

The technical features which you can access in the app are also shown in the app. The individual features available at the present time are described in further detail in the app.

7. Prices and payments

Our app and access to the app is free of charge until further notice. Thus, you do not pay a fee to become a user with us or to use the app. However, you may pay for the services and products provided to you by our partners via our app, in accordance with the current pricelist, which is available via the app.

It is your responsibility to ensure that the balance on your card is not negative. If you do not cover the negative balance within 72 hours after the

balance has become negative, Lunar reserves the right to debit the amount owed from the registered card used for top-up, to cover the negative balance on your card. Any fees for transferring money to and from your card will be covered solely by you and will be debited from the balance on your account.

In connection with the creation of a card, a so-called wallet is established per available currency. There will only be one active wallet at a time, which is the currency which you have chosen on your card. If money is transferred to your card in another wallet than the active wallet, for example in chargeback scenarios or cancelled bookings, we will automatically exchange the money to the active wallet. The exchange is made at the real-time exchange rate at the time in question. No fees are charged for such currency exchanges.

8. Communication

All communication between you and us will take place via the app, when possible. You accept that we communicate with you electronically, including text message, email or via the app, for example via notifications, push or in-app messages.

We strive towards having all communication with you in the national language of the country (Sweden or Norway) you have your user relationship with. If no supporter is available in the language of the country you are a registered user, we will support you in English. These terms and conditions and the information provided therein have only been drawn up in an English original copy. The same applies for any documents used for objections and similar.

Our technical support is available by telephone, email, and the chat feature in the app.

We wish to give you the best possible experience and service, including keeping you informed about, for example, news, recommendations, offers, etc. Our objective is to deliver advertisements and other commercial content from us and our partners that are of value to our users. To enable us to do so, you accept, as a user of the Lunar app, that:

1. We may offer you financial and non-financial products and services from us and our partners via the app. This may, for example, be

financial banking products from our partner banks or offers of non-financial products from other partners, such as e-commerce websites.

2. We may present advertisements from our partners, the purpose of which is to make you valuable offers for services, products, etc. via the app.

When you become a user with us, you will also be asked to accept a declaration of consent via the app, by which you grant your express consent that we may send you marketing material and contact you about this by telephone, text message and email. You may withdraw your consent in the app at any given time.

9. Security and operation

It is just as secure for you to use Lunar's app as it is for you to use ordinary mobile banking services. Our app complies with the requirements regarding security levels for a bank and the general safety standards in apps used by Danish banks. All data and all data flows are encrypted.

Our app is thus subject to the same security system requirements as those that apply to the mobile banking services and the like provided by banks.

We may perform maintenance, changes, or improvements of the app, which may result in the app being temporarily unavailable. We will provide information about such operational interruptions to the greatest possible extent and wherever possible. We cannot be held liable for such temporary operational interruptions and temporary unavailability.

10. Liability, responsibility and damages

Lunar solely makes an electronic platform available for the independent customer relationship between you and Paysafe as well as other partners in the form of the mobile app from Lunar.

Lunar is thus responsible for the platform's function, operation, and security, as well as technical support of the platform; see, however, the below limitation of liability, whereas Lunar is not responsible for the linked services and products etc. linked to the app, which are solely provided to you by partners via the platform.

Lunar is not responsible or liable for the performance, products, services, advice, features, solutions, etc. which are provided to you via the Lunar app.

Lunar cannot be held responsible for its partners' own platforms, and the adaptation thereof to the Lunar app or the interface (API) developed for the app, nor can Lunar be held responsible for the existing or new technical solutions which are integrated in the Lunar app.

Lunar cannot be held liable for damages in case of unauthorised use, or if it is necessary to block your access to the app in the event of unauthorised use or suspicion of unauthorised use.

In addition, Lunar cannot be liable for damages for financial or non-financial loss, including loss of or damage to data, as a result of failure of, lack of access to or breakdown of own systems, failure of, lack of access to or breakdown of external subcontractors' systems, failure of, lack of access to or breakdown of the partners systems or other faults, operational interruptions, failure or security breaches in our systems or external subcontractors' or third parties' systems.

In any circumstance, any liability for damages that Lunar may have to you as a user of our app is limited to the cases in which we have acted with intent or gross negligence. However, any such liability for damages will not in any circumstance include indirect loss of any kind, including consequential loss, loss of revenue, loss of profits, loss of or damage to data, loss of goodwill or the like.

11. Changes, termination and expiry

The user relationship and information provided by Lunar in these conditions of use apply until further notice. We may change the conditions of use without notice when the changes are to your advantage. Other changes will be made at one month's notice. You will be notified of changes to the conditions of use via the app, and, if necessary, you must accept and sign the changed conditions of use via the app.

Lunar may terminate the user relationship with you to the same extent and on the same basis as Paysafe may terminate your customer relationship with them. Correspondingly, you may always terminate your user relationship with us to the same extent and on the same basis as you may terminate your customer relationship with Paysafe.

Termination of your user relationship with us always entails concurrent termination of your customer relationship with Paysafe. Correspondingly, termination of your customer relationship with Paysafe always entails

concurrent termination of your user relationship with us. This applies regardless of whether you, we or Paysafe terminates the user relationship or customer relationship.

Your user relationship with us, and thus your access to our app, terminates automatically when your customer relationship with Paysafe terminates. Correspondingly, your customer relationship with Paysafe always terminates automatically when your user relationship with us, and thus your access to our app, terminates.

Lunar may always terminate the user relationship with you without notice in the event of your unauthorised use or attempt at unauthorised use of our app, in the event of your material breach of the current conditions of use or in the event of unacceptable user behaviour.

If the collaboration between Lunar and Paysafe terminates, and your customer relationship is not transferred to our new partner, your user relationship with us and customer relationship with Paysafe will be terminated.

In the event that the collaboration between Lunar and Paysafe terminates, we are entitled to transfer your banking products etc. with Paysafe to our new partner to the extent that this is possible in accordance with the current rules in this area and after any required approval has been obtained from the Danish Financial Supervisory Authority and/or any required customer consent has been obtained from you.

In any circumstance, we are entitled to contact you via the app to inform you about the termination of the collaboration, so that you are made aware that you will no longer be able to use the app if you do not want to be a customer of our new partner and to offer you continued use of the app if you move your banking products etc. to our new partner.

If you terminate your user relationship with Lunar and cancel your card with Paysafe and subsequently wish to resume the user relationship within 365 days after such termination, you accept to pay the expenses for the production and forwarding of a new card. We charge the same fee for this as for a replacement card.

12. Intellectual property rights

You accept that all intellectual property rights, including copyrights, trademarks, designs, etc., connected with the app, our website, our features, and services, etc. belong to Lunar and that you must not exploit these intellectual property rights.

13. Duty of confidentiality

In order to provide continuous service to you as a user of our app, we must be able to exchange information and data with our partners regarding your user relationship with us.

When you become a user of us, you will, therefore, be asked to consent to the disclosure of your personal information and data from us to our partners. This is done via the app in connection with the establishment of the user relationship.

14. Processing of personal data

As a user of our app Lunar processes personal data about you and your use of the app and our website. By accepting these User Terms and Conditions, you declare that you have read and accepted our separate [privacy policy](#) which includes more information on our processing of your personal data.

15. Cookies

Lunar uses cookies to collect information. We use cookies both when you visit our website and when you use our app. By accepting these User Terms and Conditions, you declare that you have read and accepted our separate [cookie policy](#) which includes more information on our usage of cookies.

16. Complaints

If you wish to complain about the app itself or about us, you must initially contact Lunar's support.

If you wish to complain about Paysafe and the services and products provided by them, you must file a complaint via Lunar.

17. Force majeure

If unexpected and extraordinary circumstances beyond your or our control occur in the form of, for example, strike, lockout, war, boycott, blockade, terrorism, sabotage, vandalism, including hacking and computer viruses, failure/breakdown of power supply, telecommunications – as well as lack of access to or breakdown of IT systems or data in these systems which can be attributed to such circumstances, irrespective of whether we, an external supplier or a third party is responsible for the operation of the systems – and you or we should not have taken these circumstances into account in the establishment of the contractual relationship or should have avoided or overcome these circumstances, all rights, and obligations for both you and us pursuant to the contractual relationship will be suspended for the duration of the unexpected and extraordinary circumstances.

Neither you nor we can be held liable for damages for such unexpected and extraordinary circumstances or for the financial and non-financial consequences and/or losses connected with this.

18. Governing law and venue

These conditions of use are governed by Danish law, and any legal dispute between you and us must be settled by Danish courts.

19. Validity and version

If one or more of the terms in these conditions of use is or are invalid, unlawful or otherwise unimplementable or unenforceable, the other terms in the conditions of use will continue to apply in full.

This is version 1.1 of the conditions of use, which replaces previous versions and is valid from 3rd of October 2019.