

# Card user agreement for the SocialCard Germany (version 20.11.2024)

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## Scope of application and contracting parties

The Card User Agreement for the SocialCard contains the contractual provisions agreed between you and secupay AG regarding the issue and use of the SocialCard. If we conclude a Special Card User Agreement with you in the form of an annex to this Card User Agreement, the provisions of the Special Card User Agreement shall take precedence in the event of deviations from this Card User Agreement. Please read this Card User Agreement carefully.

## Definitions

**Authorisation code** is the 8-digit code that is sent to you in the cover letter for the card or by e-mail and is required for registration in the online portal or in the My SocialCard app.

**BaFin** (Bundesanstalt für Finanzdienstleistungsaufsicht), Graurheindorfer Str. 108, 53117 Bonn, is the competent supervisory authority for secupay AG, Goethestraße 6, 01896 Pulsnitz.

**CVV** is a three-digit code for secure online payments, which is located on the back of the card. Each CVV entry when making an online payment serves as proof of the identity of the person using the card.

**Merchant** refers to the Visa acceptance partners where you can make purchases with the card.

**IBAN** refers to the International Bank Account Number. This is a globally standardised account number.

**Card** means the SocialCard that is made available to you - in accordance with this Card User Agreement - on the basis of a benefit application, regardless of whether it is issued digitally or physically as a plastic card. The card is a Visa debit card that may only be used for payments up to the limit for which the benefit was agreed. The card limit may not be exceeded.

**Cardholder, you, your, etc.** means the person who has received the Card and can use the Card for payments in accordance with this Card User Agreement.

**The card number** is the 19-digit card number on the front of the card under "MY CARD".

**Card organisation** means Visa.

**Customer service** refers to the customer service team that deals with questions and concerns relating to the card.

**Link** is the link to the App Store or Play Store to download the My SocialCard app.

**My SocialCard App** refers to the My SocialCard app available in the App Store and Play Store, which you can use to check the limit, transactions made, etc.

**Online portal** refers to the portal available at <https://www.socialcard.de/>, which you can use to check the limit, transactions made, etc.

**PAN** is the 16-digit number on the front of the card above "MY CARD".

**PIN** is the personal identification number for using the card.

**The service partner** is Publk GmbH, your contact for questions and problems with the card. All contact details can be found at <https://www.socialcard.de/>.

**Transaction or payment process** is any purchase made with the card.

**Agreement** means this Card User Agreement together with the Special Card User Agreement, if applicable.

**The limit** is the amount within which you can use the card for payments.

**Website** means the website <https://www.socialcard.de/> via which you can access the online portal and our customer service.

**We, us, our, etc.** refers to secupay AG, Goethestraße 6, 01896 Pulsnitz, which issues the card as a member of Visa. secupay AG is a payment institution within the meaning of the German Payment Services Supervision Act (ZAG) and is registered with the German Federal Financial Supervisory Authority (BaFin) under registration number 126737.

**The payer** is the local authority, public body, social organisation or comparable institution that provides the funds to settle the payments made with the card.

**Benefit** means the benefit granted to you by the grantor.

## Receipt and activation of the card

### Conclusion of the agreement

When you applied for the grant from the grantor, you identified yourself to the responsible employee of the grantor and received our information sheet and the agreement. You agree to the agreement by signing a corresponding form at the card-issuing office of the grantor. The provisions of this agreement are still available to you in the My SocialCard app and on our website <https://www.socialcard.de/>.

### Online portal

In the online portal, you will be asked to register using the 8-digit authorisation code and the (19-digit) card number. You will receive the authorisation code in a sealed envelope when the physical card is issued. For virtual cards, the authorisation code will be sent to you by e-mail.

### My SocialCard App

The My SocialCard app is available in the Apple App Store or in the Play Store for Android devices and can be downloaded free of charge.

After installing the My SocialCard app, you will be asked to register using the 8-digit authorisation code and the (19-digit) card number. You will receive the authorisation code in a sealed envelope when the physical card is issued. For virtual cards, the authorisation code will be sent to you by e-mail.

You can use the My SocialCard app to call up a wide range of information, such as the card's current limit, transactions made, etc. You can block and unblock the card via the My SocialCard app in the event of loss. If necessary, e-commerce payments can be authorised via the My SocialCard app. You can also transfer

the card to the Apple Pay and Google Pay wallets to make mobile payments.

### Virtual map

Once you have installed and activated the My SocialCard app, you can add the card to the My SocialCard app. Select "Add card" and enter the authorisation code and card number you received by email. The card is now linked to the My SocialCard app on your smartphone and ready for use.

### Physical 'plastic' card

If the donor participates in the physical card programme, we can also issue you with a physical card. You will receive the card and the corresponding PIN in a sealed envelope directly from the donor. You can also manage the physical card in the My SocialCard app by registering as described above.

The My SocialCard app is not required to use the card as a means of payment.

### Apple Pay and Google Pay

If you have installed Apple Pay on suitable Apple devices or Google Pay on suitable Android devices, you can activate the card for Apple Pay or Google Pay in the "Cards" section of the My SocialCard app.

### Use of the card

The card can only be used in Germany.

#### Use in stationary retail

You can use the card to pay for goods or other services at stationary merchants who accept payments with Visa debit cards by entering your PIN on request or by using your smartphone with Google Pay or Apple Pay to authorise your payment. A payment order is authorised for a specific amount; a pre-authorisation can also be made for an unspecified amount. A payment order is considered authorised when you authorise the payment order at the point of sale in accordance with the merchant's instructions. This may include the following in certain circumstances:

- Enter the PIN provided when the retailer's terminal requests a PIN;
- Release on the smartphone using biometric features or PIN entry.

For contactless payments of amounts below a maximum amount set by the card organisation, the PIN does not have to be entered for each payment. For Germany, this amount has been EUR 50.00 since 1 November 2022.

Once a payment order has been authorised, the limit is reduced by the amount of the payment order.

#### Utilisation in e-commerce

Insofar as the card can be used for e-commerce in accordance with the Special Card User Agreement, the following provisions apply. For online payments, the authenticity of the card can be confirmed by entering the CVV and a one-time verification code. To ensure additional security for online payments, all cards issued are registered with the secure online payment service (3-D Secure) Visa Secure. When using the card in e-commerce, the My SocialCard app may be required to carry out two-factor authentication. When making payments on the websites or in the apps of merchants participating in the Visa Secure

programme, you will receive a push message in the My SocialCard app with a one-time verification code for the payment.

When you enter the one-time verification code, secure two-factor authentication takes place to authorise the transaction. Once a payment order has been authorised, the limit is reduced by the amount of the payment order.

If the card is misused on the Internet after the verification code has been obtained by a third party and/or if payments are made with the card to merchants who do not participate in the Visa Secure programme, we are not liable and the loss incurred will be charged to your limit. We are also not liable for losses incurred as a result of you not receiving a push message with a verification code.

#### Use for transfers

As soon as secupay offers the execution of transfers via the online portal and the My SocialCard app, you can commission these within the framework of the following provisions. Transfers are only permitted and possible to payees whose name and IBAN have been authorised by your payer (so-called whitelist). To create the whitelist, inform your donor of the name and IBAN of the payee by entering the name and IBAN of the payee in the online portal or in the My SocialCard app for transfers. The payee's name and IBAN are then sent to the payer for inclusion in the whitelist. The decision as to whether a payee is added to the whitelist is the sole responsibility of the payer. The whitelist is displayed in the online portal and in the My SocialCard app. Transfers to payees who are not on the whitelist are not possible. Once a transfer has been authorised, we will transfer the transfer amount to the selected payee. Once the transfer has been authorised, the limit is reduced by the transfer amount. If the transfer amount exceeds the limit, we will reject the transfer order.

#### Restrictions on the use of the card

We may refuse to execute a payment transaction ordered with the card if it does not meet the requirements described in this Card User Agreement, in particular if:

- you have not issued a specific payment order or have issued an incomplete payment order;
- we have reasonable grounds to suspect that the payment order is unauthorised or linked to fraud or illegal activities;
- the payment order exceeds the specified limits;
- a supervisory authority or a law so orders;
- it is not technically possible to execute the payment order due to circumstances for which we are not responsible;
- the cardholder has blocked the use of the card to pay for certain goods and other services;
- the giver has blocked the use of the card in e-commerce.

#### Increase of the limit

Provided that you receive other benefits from the donor, the donor may instruct us to increase the limit on the card. It is possible that your donor may instruct us to increase the limit on the card in real time. In this case, you can also carry out transactions within this limit. There is no other method of increasing the card limit.

An increase in the limit will be displayed in the online portal or in the My SocialCard app.

Issuer of the SocialCard: secupay AG

Goethestraße 6 - 01896 Pulsnitz - HRB 27612 AG Dresden - Management Board: Hans-Peter Weber, Katja Hartmann

Chairman of the Supervisory Board: Peter Rauscher

Contact for SocialCard cardholders: Website [www.socialcard.de](http://www.socialcard.de) or phone 030 166387261

## Reduction of the limit

If the donor reduces the benefits, they can instruct us to reduce or completely cancel the limit on the card. If the limit is reduced, you can only dispose of the reduced limit. You can view the current limit in the online portal or in the My SocialCard app. There is no other method of reducing the card's limit apart from using it for payment purposes or charging fees.

A reduction in the limit will be displayed in the online portal or in the My SocialCard app.

## Payment information

Information about the increase and reduction of the limit, card transactions and all fees charged can be accessed at any time in the My SocialCard app or in the online portal. The statements are not provided in paper form. You designate the My SocialCard app and the online portal as your devices for receiving documents and information, in particular information on individual payment orders and payment transactions through the use of the card (dedication). You must regularly check the content of the My SocialCard app and/or the online portal. Documents and information stored in the My SocialCard app and the online portal will be stored there indefinitely unless you delete them first. We cannot change or delete these documents and information during the storage period. We and our employees do not have read access to the content of the My SocialCard app and online portal you have set up.

## Duty of care when handling the card

Treat the card like cash and keep it safe. Do not allow other people to use the card. To avoid cases of card misuse and to avoid liability for gross negligence in the event of damage, you must observe the following rules. This results in the following duties of care and co-operation:

- Always keep the card and your PIN separate from each other;
- Protect the card and your smartphone from unauthorised access;
- Protect the PIN from third parties. This also applies to entering the PIN at ATMs and POS terminals. Do not write the PIN on the card under any circumstances;
- Do not pass the PAN or your smartphone on to third parties;
- Carefully check the transaction information in your My SocialCard app or in the online portal.

## What should I do if my card is lost or stolen?

You must inform us immediately if the physical card is lost or stolen. Please block the card in your My SocialCard app or in the online portal. Alternatively, contact our customer service via the contact form on the website <https://www.socialcard.de/>. The card can be blocked by providing the card number. Therefore, please make a note of your (19-digit) card number.

If your smartphone is lost or stolen, you can prevent unauthorised payments being made with the card via Apple Pay / Google Pay by reporting your smartphone as lost remotely (via Apple or Google) and removing the card from the wallet. Then contact your payer to block the card and receive a reissued card.

## Dealing with non-executed or incorrectly executed payment transactions

In the event of an unauthorised or incorrectly executed payment transaction, we will refund the payment amount to you immediately, but no later than the end of the business day following the day on which it was proven to us that the payment transaction was unauthorised or incorrect.

You can object to an unauthorised or incorrectly executed payment transaction up to 13 months after the card has been charged by using our contact form at <https://www.socialcard.de/Einspruch>.

However, if the investigation reveals that a disputed payment transaction that you have objected to was authorised by you or that you have fraudulently or grossly negligently breached your obligations described in this Card User Agreement (e.g. by failing to keep the card safe), we will not refund the amount of the disputed payment transaction and will charge the card a lump sum of EUR 25.00 for the loss incurred by us as a result. This amount may result in a reduction of the limit. You have the option of proving to us that our loss is less than EUR 25.00.

## Disagreements with dealers and warranty

If you have a dispute with a merchant about a purchase made with the card, you must resolve it with the merchant from whom you paid for the goods or other services. The merchant is responsible for the warranty of the goods purchased or other services received. We are not responsible for the quality, safety, legal compliance or any other aspect of the goods or services purchased with the card. Please note that you cannot revoke the authorisation of a payment order once you have used the card to make a payment and that we cannot technically prevent the payment order from continuing. Refunds for returned goods can be credited back to the card in accordance with the retailer's instructions. Refunds to the Card may take up to ten (10) banking days from the time you have submitted the chargeback request to the merchant to be credited to the Card in accordance with the merchant's banking procedures. The duration of this period is beyond our control.

## Customer service and complaints

The services in connection with the card are provided by the service partner. If you are dissatisfied with the card or the way in which it is managed, please contact the service partner via the contact form at <https://www.socialcard.de/> so that we can investigate the circumstances and causes of the complaint.

You may also lodge a complaint with the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht), Graurheindorfer Str. 108, 53117 Bonn and Marie-Curie-Str. 24-28, 60439 Frankfurt am Main, regarding violations by the Issuer of the provisions of the German Payment Services Supervision Act (Zahlungsdienstaufsichtsgesetz - ZAG), Sections 675c to 676c BGB and Article 248 of the Introductory Act to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch).

In addition, you can lodge a complaint with the Arbitration Board of the Deutsche Bundesbank (Postfach 11 12 32, 60047 Frankfurt am Main) in accordance with Section 14 of the Injunctions Act.

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## Your liability

Unless you have acted fraudulently or without reasonable care, your maximum liability for transactions made with the Card following loss, theft or use of the Card or PIN by a person without your consent will be EUR 50.00 until such time as you notify us. Once you have notified us of the theft, loss or misuse of the Card, we will block the Card and may return the limit to your payer. In addition, you are liable to us for any damage or expenses resulting from exceeding the limit or improper use of the card.

## Our liability

If the card is faulty through our fault, our liability is limited to replacement. If amounts are deducted from the limit of the card through our fault, our liability shall be limited to the reimbursement of an amount corresponding to the amount deducted from the limit or, if the card has expired, to the repayment of a corresponding amount. In all other cases, our liability shall be limited to the reimbursement of the previous limit. Nothing in this Card User Agreement has the purpose or effect of excluding or limiting our liability: (i) for death or personal injury caused by our negligence; (ii) for fraud or wilful misconduct; or (iii) which cannot otherwise be limited or excluded under applicable law.

## Blocking the card

We may block or suspend the Card and terminate this Agreement if the Card:

- is lost;
- is stolen;
- is so damaged that it can no longer be used;
- has a malfunction or
- is misused.

In addition, we are entitled to permanently prevent you from using the card if, taking into account all the circumstances of the individual case and weighing up the interests of both parties, we cannot reasonably be expected to continue granting the card. This is particularly the case if you seriously or repeatedly violate this agreement or if external circumstances make it impossible for us to pass on the card. Your donor is also entitled to instruct us to block the card. This may be the case, for example, if it transpires that you are not entitled to receive benefits.

The blocking of the card by instruction of your sponsor will be displayed on <https://www.socialcard.de/und> in the My SocialCard app. Once the card has been cancelled, no more transactions can be made with the card. In particular, this means that you will not be able to use the card in e-commerce or in bricks-and-mortar shops. Lost and stolen cards will be replaced on request in the online portal or in the My SocialCard app and will be given a limit equal to the limit still available on the lost or stolen card.

## Expiry of the card

The expiry date of the card is printed on the front of the physical card or, in the case of digital cards, is displayed on the card image in the My SocialCard app. Once the card has expired, you can no longer use the card. No further transactions will be processed and you will no longer be able to use the limit remaining on the card unless you have received a new card.

## Termination of the agreement

The agreement is concluded for a period of validity that corresponds to the period of validity of the card, including if the card is reissued.

The agreement is cancelled:

- from you:
  - with one month's notice in text form;
- through us:
  - a) With a notice period of two months, e.g. if your entitlement to benefits from the donor expires;
  - b) after a warning - if necessary - without prior notice in the event of a breach of the provisions of the agreement by you;
  - c) if this is imposed on us by a supervisory authority or a card organisation or if it is necessary to comply with regulations or prohibitions on money laundering or terrorist financing;
  - d) in other cases provided for by law or in the agreement.

Upon termination of the agreement, your right to use the card expires and the card is deactivated. Any remaining limit will be repaid to the grantor. You are responsible for all transactions made prior to the termination of the Agreement, the resulting liabilities and all other obligations in connection with the use of the Card prior to such termination.

## Other provisions

The place of fulfilment is the cardholder's place of residence. German law shall apply to the exclusion of international private law. The language of this Card User Agreement and its communication is German. Within the scope of this Card User Agreement, we may contact you by e-mail and/or telephone using the means of communication you have provided, in particular for the purposes of risk prevention.

Only the German version of this Card User Agreement is legally binding. Any translations provided are for information purposes only.

## Charges/lump-sum compensation

Transaction fees	EUR 0.65 per cash withdrawal at an ATM, plus any fees charged by the ATM operator.
Liability for disputed transactions	Flat-rate compensation for disputed transactions in accordance with the section "Dealing with non-executed or incorrectly executed payment transactions" in the amount of EUR 25.00 per transaction

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