Google Pay Terms and Conditions

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1. Introduction

The following terms and conditions ("Terms") are an agreement between you and the licensed companies ("we", "us" or "our") that governs your access to and use of your Mosta Card through Google Pay. The licensed companies are the companies identified on the Licensing page at https://legal.mosta.io/v4/licensing. "Mosta" is the trade name of the website and platform at https://mosta.io, under which the licensed companies provide their services. By registering to add a Mosta Card for use in Google Pay on your Android Device, or by allowing another cardholder to add a Mosta Card linked to your Card Account for use in Google Pay on their Android Device, you agree that you have read, understood and accepted all of the Terms contained herein and to use your Mosta Card in accordance with these Terms. If you do not agree with any of the following Terms, you must cease all access to, and use of, your Mosta Card in connection with Google Pay and remove any Mosta Card linked to your account from Google Pay.

These Terms shall be read in conjunction with, and in addition to, the card programme agreement and the general terms applicable to your Mosta Card and your Card Account (together, the "Agreement"). It is important that you read these Terms and the Agreement together. In the event of any inconsistency between these Terms and the Agreement in relation to your access to or use of your Mosta Card through Google Pay, these Terms shall prevail to the extent of the inconsistency.

You also acknowledge that your use of Google Pay is subject to the terms and conditions set out by Google in respect of Google Pay, which do not change or override these Terms.

2. Eligibility and Enrolment

Google Pay is available to Mosta Card cardholders for the purpose of purchasing goods and services with an eligible Android Device at near field communication ("NFC") enabled merchants and at online merchants that accept Google Pay as a form of payment.

To add your Mosta Card to Google Pay, you must register your Mosta Card through Google Pay via the Mosta platform, or by scanning or manually entering your Mosta Card details in the Google Pay wallet ("Google Pay Card Registration"). You may be required to take additional steps to authenticate yourself before your Mosta Card is added to Google Pay, including providing a one-time password sent to the mobile number registered with us ("Additional Authentication").

Your enrolment will be declined if the Mosta Card is not eligible for this service, if you fail the authentication process, or if your Mosta Card or the underlying Card Account is not in good standing or is not operated in a proper or satisfactory manner, as determined by us at our absolute discretion.

Google Pay may limit the number of cards that may be stored on a single Android Device. We may limit the number of Android Devices on which the same Mosta Card may be stored, and you should refer to our latest communications regarding any such limit.

Where a Card Account includes more than one Mosta Card, each Mosta Card is treated separately and is subject to its own Google Pay Card Registration and Additional Authentication.

When you add your Mosta Card to Google Pay, a unique numerical identifier that differs from your Mosta Card number ("Device Card Number") is allocated for the purpose of making purchases and receiving refunds through Google Pay. Because of the way Google Pay operates, you may need to present your Android Device at a merchant when returning an item purchased using Google Pay on that Android Device.

Once a Mosta Card has been added to Google Pay, you may use Google Pay to authorise transactions on the Card Account by using the Android Device in place of the physical card at a contactless payment terminal or within an application on an Android Device.

Renewal of your Mosta Card on expiry, or replacement of a damaged Mosta Card, will not affect your use of the same Mosta Card enrolled in Google Pay, whether or not you have activated the renewed or replacement card.

3. Your Use of Mosta Cards through Google Pay

You must keep your Android Device safe and secure, by locking it when not in use or when unattended and, where applicable, by installing up-to-date security software. You must not modify the device contrary to the manufacturer's

software or hardware guidelines, or intentionally disable the device's hardware or software controls (commonly referred to as "jailbreaking" or "rooting"). You acknowledge and agree that using a modified device with your Mosta Card in connection with Google Pay is expressly prohibited, constitutes a violation of these Terms, and is grounds for us to deny your access to your Mosta Card through Google Pay.

You must keep secure any passcode or personal identification number required to use your Android Device to access and use your Mosta Card through Google Pay, in the same way as you would a banking password or PIN, including by:

- not disclosing or sharing it with any person;
- not keeping a record of it with the Android Device, or with anything liable to be stolen together with the Android Device, unless reasonable effort is made to protect its security;
- not choosing an easily guessable passcode, such as a date of birth or a recognisable part of a name; and
- not acting negligently in protecting its security.

You must take all reasonable steps to prevent fraud, loss or theft in respect of your Android Device and any Mosta Card used in connection with Google Pay.

If biometric identifiers are registered on your Android Device and are used to identify you or to grant access to your Mosta Card in Google Pay, you must not store a third party's biometric information on that device. If a third party's biometric information is stored on the device, whether now or in the future, and can be used to access and use your Mosta Card, you acknowledge and agree that you will be taken to have authorised that person to transact on your behalf, and that the relevant transactions will be charged to your Mosta Card, for which you remain responsible and liable.

Where you enrol for biometric verification, a personal identification number or a passcode in Google Pay, the collection, storage, enrolment and verification of that information is carried out using the technology on your Android Device. You acknowledge that we have no control over that technology, its availability, capability, verification method, security or integrity, and that we cannot be held responsible for transactions effected through Google Pay and au-

thorised using biometric information, a personal identification number or a passcode. You should assess whether the Android Device's method of verification, and the risks associated with its use, are acceptable to you.

Use of Google Pay is at your own discretion, and you are not obliged to use Google Pay with any Mosta Card. Access to and use of your Mosta Card through Google Pay will be treated as authorised by you, and you are responsible and liable for it. If you share your passcode with any other person, you are taken to have authorised that person to transact on your account using Google Pay; any transaction initiated by that person using the biometric identifier or passcode will be treated as authorised by you, and the provisions of the Agreement dealing with unauthorised transactions will not apply.

If your Android Device is lost or stolen, if any biometric information, personal identification number or passcode is compromised or used without your permission, or if your Mosta Card has been used through Google Pay without your permission, you must notify us immediately and, if we so require, provide a statutory declaration in the form we specify, a police report, or any other information we may reasonably require. You are liable for all unauthorised use of your Mosta Card in connection with Google Pay until you notify us, unless we determine, at our sole discretion, that: (i) you have fully complied with these Terms, including the security measures set out above, and notified us without delay; (ii) you assist in the investigation and recovery; and (iii) we are satisfied that the unauthorised transactions are not due to your wilful misconduct or gross negligence and that you have not acted fraudulently.

You acknowledge that the transaction history displayed in Google Pay in connection with your Mosta Card represents only our authorisation of the relevant transaction using that Android Device, and does not reflect post-authorisation activity, including clearing, settlement, foreign currency conversion, refunds, returns or chargebacks. The purchase amount, currency and other details shown in Google Pay may therefore differ from the amount ultimately cleared, settled and posted to your statement of account. In the event of any inconsistency, your statement of account shall prevail, and you remain liable to us for the amounts set out in it.

4. Fees and Charges

All fees, interest and charges that apply to your Mosta Card under the Agreement are published on our website and continue to apply after you register your Mosta Card with Google Pay. We do not currently impose any additional fee for using your Mosta Card through Google Pay, but we reserve the right to introduce such a fee at our sole

discretion in the future. You are solely responsible for all third-party charges, including any web-enablement, data usage or text messaging fees imposed by your telecommunications carrier or provider in connection with your use of Google Pay.

As a condition of using your Mosta Card with Google Pay, you consent to us sending notifications, automatically dialled calls and text messages to the Android Device, which may or may not be the device associated with the mobile number we hold on record for you.

5. Suspension and Termination of Google Pay

We may suspend, block or cancel your ability to use your Mosta Card in connection with Google Pay at any time, without prior notice and without giving reasons, including by modifying or suspending the types of transaction permitted, changing the eligibility of a Mosta Card for use with Google Pay, or changing the authentication process.

We may also impose limits on daily and individual transaction amounts charged to your Mosta Card through Google Pay. Any such limits will be determined by us and notified to you from time to time.

If we cancel or suspend your Mosta Card in accordance with these Terms or the Agreement, you will not be able to use it through your Android Device, even if a symbol for the Mosta Card remains visible on that device.

6. Authorisation to Collect and Share Data

You agree that we may collect, transmit, store and use technical, location, login and other information about you and your use of your Mosta Card through Google Pay. We may also collect information relating to your Android Device, including application version, device type and model, operating system and security information such as whether root access has been obtained:

- to ensure that your Mosta Card functions properly in Google Pay;
- for security purposes and to identify fraud;
- to enable us to provide you with assistance; and
- to inform you about other products or services that may be of interest to you.

You acknowledge that (i) Google, as the provider of the Google Pay technology supporting your Mosta Card, together with its subcontractors, agents and affiliates, and (ii) Visa as the applicable payment network branded on your Mosta Card, together with its subcontractors, agents and affiliates, will have access to certain details of transactions made with merchants through your use of your Mosta Card in Google Pay, for the purposes of: (1) performing their obligations; (2) providing you with relevant transaction data; (3) detecting and addressing fraud; (4) complying with applicable laws and regulations; (5) responding to enquiries made pursuant to court orders or by regulators; (6) managing, enhancing and promoting the use of Google Pay; and (7) creating business and technical performance reporting.

You acknowledge that the use, storage and disclosure of any personal information provided by you directly to Google, to Visa, or to other third parties supporting Google Pay will be governed by the privacy policy of that party. Our own handling of your personal information is described in the Mosta Privacy Policy.

7. Merchant Relationships and Disclaimers

Merchants may offer discounts, rebates or other benefits where payment is made through Google Pay ("Offers"). Such Offers are subject to terms and conditions agreed between you and the relevant merchant. We will not be liable for any loss or damage arising from any interaction between you and a merchant in respect of such Offers. All matters relating to the delivery of goods and services, returns and warranties are solely between you and the applicable merchant. You acknowledge that we do not endorse or warrant any merchant accessible through Google Pay or any Offer provided by them.

8. Changes to These Terms

We may amend these Terms at any time by giving reasonable prior notice to you, including by updating this posting. You are bound by such revisions and should therefore review the current Terms on our website from time to time.

9. Intellectual Property

All intellectual property rights, including patents, trade secrets, copyright, trade marks and moral rights (together, "Intellectual Property Rights"), in Google Pay, including text, graphics, software, photographs and other images, video, sound, trade marks and logos, are owned by Google, by us, by our licensors or by third parties. Nothing in

these Terms grants you any rights in respect of any intellectual property owned by Google, by us, by our licensors or by third parties, and you acknowledge that you acquire no ownership rights by adding your Mosta Card to, or using your Mosta Card in connection with, Google Pay.

10. Disclaimers of Warranty

Google Pay is provided by Google and without warranty from us. You acknowledge and agree that, from time to time, your use of the Mosta Card in connection with Google Pay may be delayed, interrupted or disrupted for an unknown period for reasons beyond our control. Neither we nor our affiliates will be liable for any claim arising from or related to the use of your Mosta Card through Google Pay as a result of such delay, interruption, disruption or similar failure.

You acknowledge that we are not a party to the terms and conditions for Google Pay agreed between you and Google, that we do not own Google Pay and that we are not responsible for it. We provide no warranty in respect of Google Pay. We are not responsible for its performance, maintenance or support, and we are not responsible for any claims, losses, liabilities, damages, costs or expenses relating to Google Pay, including third-party product liability claims, claims that Google Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims in respect of intellectual property infringement. Any enquiries or complaints relating to the use of Google Pay, including those concerning Intellectual Property Rights, should be directed to Google.

We do not recommend, endorse or make any representation or warranty regarding the performance or operation of your Android Device. You are responsible for the selection of an Android Device and for all matters relating to its operation, performance and cost.

11. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall we, our processors, suppliers or licensors, or their respective affiliates, agents, directors and employees, be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including damages for loss of profit, goodwill, use or data, or other

intangible losses, arising from the use of, inability to use, or unavailability of Google Pay, including your use of a Mosta Card in connection with Google Pay.

To the maximum extent permitted by applicable law, we, our processors, suppliers and licensors, and their respective affiliates, agents, directors and employees, assume no liability or responsibility for: (i) errors, mistakes or inaccuracies of content; (ii) personal injury or property damage of any nature resulting from your access to or use of Google Pay, including your use of your card in connection with Google Pay; (iii) any interruption or cessation of transmission to or from Google Pay; (iv) any bugs, viruses, trojan horses or similar that may be transmitted to or through Google Pay by any third party; (v) any errors or omissions in any content, or any loss or damage incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available through Google Pay; or (vi) user content or the defamatory, offensive or illegal conduct of any third party.

12. Indemnity

You will indemnify, defend and hold us, and our employees, directors, agents, affiliates and representatives, harmless from and against all claims, costs, losses, damages, judgments, tax assessments, penalties, interest and expenses, including reasonable legal fees, arising out of any claim, action, audit, investigation, enquiry or other proceeding instituted by any person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties or obligations under these Terms, including any violation of our policies; (b) your wrongful or improper use of Google Pay, including wilful misconduct or fraud; (c) your violation of any third-party right, including any right of privacy, publicity right or Intellectual Property Right; (d) your violation of any law, rule or regulation; (e) any access to or use of Google Pay by any other party using your biometric identifier, personal identification number, passcode or other security credential; and (f) any change in law, regulation, guideline or official directive affecting the Mosta Card or Google Pay. Any such amount may be debited to your Mosta Card or shall be paid by you on demand.

13. Representations and Warranties

You represent and warrant to us that: (i) to the extent you provided a name at registration, the name you provided when registering your Mosta Card for Google Pay is your name; (ii) you are the cardholder of all Mosta Cards you

add to Google Pay; (iii) you, and all transactions initiated by you or using any Mosta Card added to Google Pay, will comply with all laws, rules and regulations applicable to you, including applicable tax laws; (iv) you have authority to authorise the receipt of notices, calls and text messages from us at the telephone number you provide; (v) you will not use any Mosta Card through Google Pay for any fraudulent purpose or in any manner that interferes with the operation of Google Pay; (vi) you will not permit any third party to use your Mosta Card through Google Pay; and (vii) your use of your Mosta Card in connection with Google Pay will comply with these Terms.

14. Removal of Your Mosta Card from Google Pay

If you no longer wish to use your Mosta Card through Google Pay, you must follow the instructions provided by Google Pay to remove it. You should also ensure that any Mosta Card is removed from your Android Device before disposing of that device. Removing your Mosta Card from Google Pay does not terminate your Mosta Card unless you also choose to terminate it in accordance with the Agreement.

15. Severability

If any provision, or part of a provision, of these Terms is illegal, invalid or unenforceable, it will be severed from these Terms and the remaining provisions, or parts of provisions, will continue in full force and effect.

16. Governing Law

These Terms are governed by the same laws that govern the Agreement.

17. Definitions

In these Terms, capitalised words and expressions have the meaning given to them in the Agreement, except as set out below.

"Android Device" means a device supporting the Android operating system which we determine, at our sole discretion, is eligible for the registration of a Mosta Card for use in Google Pay. Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls (commonly referred to as "jailbreaking" or "rooting"), are not eligible.

"Google Pay" means the mobile payment and digital wallet service created by Google that enables users to make payments using devices supporting the Android operating system and cards registered on those devices.

"We" or "us" means the licensed companies identified on the Licensing page at https://legal.mosta.io/v4/licensing. "Mosta" is the trade name of the website and platform at https://mosta.io, under which the licensed companies provide their services.

"Mosta Card" means a Visa card issued under the Mosta card programme.

"You" means the company holding the Card Account to which a Mosta Card added to Google Pay relates and, as the context requires, any relevant Authorised User.

Questions about these Terms: legal@mosta.io