

TERMS AND CONDITIONS for Ticket Restaurant® Mastercard® card

Please read the hereby Agreement carefully before using the Card. This information represents the terms and conditions regarding the Card. By using the Card, you agree with these terms and conditions. If you do not understand or do not agree with any of these clauses, please discuss this with your Company's representatives or contact the Customer Service department representatives, using the contact information specified in article 16.

1. DEFINITIONS

Account refers to the electronic account associated to your Card;
Agreement refers to the hereby agreement, as it is modified periodically;
Available balance refers to the value of the meal vouchers funds loaded on the Card and available for use according to the laws on meal vouchers in Romania;
Card number refers to the card number containing 16 digits on the front of the Card;
Card refers to the Ticket Restaurant® MasterCard® card, which is issued for you based on the hereby Agreement;
Company refers to your employer, which is a client within the Ticket Restaurant® program;
Contactless refers to a payment feature that offers the possibility to pay by tapping your Card to an NFC-compatible reader terminal (a "Contactless terminal") in a point of sale. Contactless transactions are subject to the limits applied by the Retailer and/or the Contactless terminal. For transactions exceeding such limits, it will be necessary to authorize the Transaction by other means (see paragraph 4.3);
Customer Service Department refers to the contact center dedicated to solving questions and service requests related to the Card. The contact information for the Customer Service Department can be found in art. 16
CVC refers to the Card Verification Code associated to the Card. This is found on the back of the Card;
Edenred (or we/us, the undersigned) refers to Edenred Romania SRL, the authorized issuer of meal vouchers stored on Card, a company registered in Romania under no. J40/5659/1998, tax code 10696741, with registered office on Calea Șerban Vodă no. 133, sector 4, Bucharest, Romania;
Entire deductible amount refers to the entire amount of the Transaction;
Letter of conveyance of the card refers to the communication document accompanying the Card;
MasterCard Acceptance Mark refers to the MasterCard International Incorporated logo, indicating the acceptance of the MasterCard Cards;
MasterCard® refers to Mastercard International Incorporated with registered office at 2000 Purchase Street, Purchase, New York 10577-2509, USA;
MyEdenred means the online platform and the application for your mobile phone, available for Android, iOS and Windows, through which Edenred offers you details regarding the Card's balance, Transaction history, Card top-ups, the amounts that are about to expire, as well as the facility to activate the card, PIN code reminder, blocking the Card, 24/7, all year round.
PIN refers to the 4-digits personal identification code that will be used with the Card;
POS Terminal refers to an electronic device that makes it possible to perform payments using a card at the Retailer's points of sale;
PPT refers to the issuer of the Card, PrePay Technologies Limited, company registered in England and Wales, with number 04008083, which can be contacted at PO BOX 3883, Swindon, SN3 9EA.
Program or "Ticket Restaurant®" refers to the Ticket Restaurant® program based on which your Card is issued;
Retailer refers to any business agent that sells in detail, any natural person or legal entity belonging to the Ticket Restaurant® network, identified through the Ticket Restaurant® sign, and displaying the MasterCard acceptance Mark;
Transaction refers to any transaction performed using the Card, including through a POS terminal or through an online sale;
Website refers to the website at www.edenred.ro containing a copy of these terms and conditions of the Card.
You refers to you, the Card holder considered eligible by the Company in terms of using the Card;

2. THE HEREBY AGREEMENT

2.1. This Card was issued by PPT based on the license granted by MasterCard International Incorporated. The Card shall remain the property of PPT.
2.2. The Ticket Restaurant® program is managed by Edenred Romania SRL, the issuer of electronic meal vouchers stored on Card. The card is valid only in Romania, in the network of retailers that accept the Ticket Restaurant® cards and who display the Edenred dedicated logo and the Mastercard acceptance mark. The program is subject to the specific tax regulations. The limitations imposed by the regulations and any changes brought to them may have an impact on your Card's features and functionalities.
2.3. The value associated to your Card is expressed in RON.

2.4. Your card is a prepaid card, containing electronic meal vouchers. This is not a credit card, expense card or debit card.

3. RECEIVING AND ACTIVATING THE CARD

3.1. Upon reception of the Card, you must sign it immediately on the back.
3.2. The Card cannot be used until it is activated. You can activate the card by accessing MyEdenred and following the activation steps, or by calling 021 301 33 66 (normal tariff number) and selecting "Card activation & finding out PIN code" in order to activate it. For activation you will need your Card number and the activation code which can be found in the Letter of conveyance of the card. MyEdenred and the service for "Card activation & finding out the PIN code" are available 24/7.
3.3. After activating your Card, you will receive the PIN code. You must keep your PIN code in a safe place, permanently, and not disclose it to any person, nor insert it in such a way that might allow other persons to easily see it. We shall not disclose your PIN code to any third party. If you forget your PIN code, it can be reminded to you by accessing MyEdenred and following your account's accessing instructions.

4. USING THE CARD

4.1. The Card can be used only in Romania to perform Transactions using the RON currency, in compliance with and within the limits provided by the laws in force in Romania, regarding meal vouchers.
4.2. The Card can be used at Retailers (including online Retailers) within the Ticket Restaurant® network, displaying the dedicated Edenred logo and the MasterCard acceptance mark.
4.3. You will have to authorize each Transaction, using one of the methods below. You will bear the responsibility for all the Transactions that you authorize:
4.3.1. entering the PIN code;
4.3.2. Reception signature;
4.3.3. tapping the Card on the reader of a Contactless Terminal;
4.3.4. Inserting the Card's CVC code and expiry date or providing any other security code (for online transactions); or
4.3.5. Providing certain details related to the Card and/or providing any details necessary to finalize a Transaction.
4.4. Usually, you cannot stop any Transaction once you have authorized it, from the moment that it is considered as received by PPT.
4.5. The Card cannot be used for purchasing non-food products, including cigarettes and alcoholic drinks.
4.6. The card is a card paid in advance, containing the value of meal vouchers, which means that the Card's Available balance shall be diminished by the Entire deductible amount, based on the principle "first in, first out". To authorize a Transaction, the Entire deductible amount must be lower than or equal to the Available balance of the meal vouchers funds on your Card. You should not use your Card if the Entire deductible amount exceeds the Available balance of the meal vouchers funds or after the expiry date of the Card. If, for any reason, a Transaction is processed for an amount greater than the Available balance of the meal vouchers funds on the Card, you must reimburse the value by which the Entire deductible amount exceeds the Available balance, as applicable, either within 30 days from the date when you receive an invoice from us, or we shall withhold the difference at the next top-up of the Card. If you do not reimburse this amount, we are entitled to take all the necessary measures, including by legal proceedings, in order to recover any due amounts.
4.7. You can check your Available Balance at any time, in your MyEdenred account, or by calling 021 301 33 66.
4.8. In certain circumstances, Retailers may request that you have an Available Balance greater than the value of the Transaction that you wish to perform. However, you will only be charged the real and final value of the Transaction.
4.9. The Card cannot be used for cash withdrawals.
4.10. The Balance available in your Account cannot accumulate any kind of interest.

5. CARD TOP-UP

5.1. You will not be able to top-up your card by yourself. The Available balance on your Card shall be topped-up with additional funds, provided that you continue to be eligible, according to the Company's requirements, and according to the agreement concluded between us and your Company, on the date when your Company provides us with the instructions and pays the value of the meal vouchers associated to your Account.
5.2. We mention that the funds shall expire according to the legal regulations in Romania with regards to meal vouchers, and after the expiry date the funds can no longer be used.

6. EXPIRY OF THE CARD

6.1. The Card expiry date is printed on the front of the Card. After this expiry date, you cannot use your Card and no Transaction will be processed.

7. YOUR LIABILITY

7.1. We can restrict or refuse authorization of any use of the Card, if the use of the Card causes or may cause a breach of the hereby Agreement or if we have any solid reasons to suspect that you, or a third entity, have committed or are about to commit a crime or another abuse related to the Card.

7.2. Should it be necessary to investigate a Transaction on the Card, you must cooperate with us or with any other authorized body, as the case requires it.

7.3. You must never let any person use your Card. It is forbidden to sell your Card or to offer it to another person to use it.

7.4. You shall bear the liability for all the Transactions that you authorize according to paragraph 4.3.

7.5. You must compensate us and PPT for any breach of these terms and conditions, for any fraudulent use of the Card or for any other legal action undertaken for the application of the hereby Agreement.

8. LOSS, THEFT OR DESTRUCTION OF THE CARD

8.1. In case of loss, theft, fraud or any other risk of unauthorized use of the Card or if that Card is damaged or does not function properly, you must immediately contact the Customer Service department. In addition, you can block the Card through MyEdenred. You will be liable for any unauthorized Transactions that take place before you notify us, and they will reduce the Available Balance on the Card.

8.2. Provided that you have notified us according to paragraph 8.1 and provided that paragraph 8.3 is not applicable, you will not be liable for any loss that occurs after the date when you have notified us in this respect. If there is Available Balance remaining on the Card, you can request us, only through your Company, to replace the old Card with a new one and to transfer on it the last available Balance. The decision to replace the Card shall be taken by your Company.

8.3. If we have reasons to believe that the notified incident was caused by the fact that you have breached the hereby Agreement, by your negligence or if there is a serious suspicion regarding an inadequate or fraudulent behavior, then you will be liable for all the loss.

9. LITIGATIONS

9.1. If you have any reasons to believe that a Transaction for which your Card was used is unauthorized or was executed on your Account by mistake, you must contact the Customer Service department, by calling 021 301 33 66.

10. COMPLAINTS

10.1. Any complaints related to these terms and these conditions must, first of all, be directed to your Company. Alternatively, you can call the Customer Service department. The Complaints Procedure can be accessed on www.edenred.ro.

11. CHANGES

11.1. We can, at any time, change the terms and conditions in the hereby Agreement by posting an updated version on the Website.

11.2. If any part of this Agreement does not comply with any of the regulating requirements, then we shall not take into consideration that part, and we shall treat it as if it actually reflected the relevant regulating requirement.

11.3. We shall notify the Company, in a reasonable manner, with regards to any change of fees or the levels of services included in these terms and conditions, and in this respect, these terms and conditions shall be posted on the Website and permanently updated. If you continue to use the Card after the changes became effective, it means that you accept the obligations arising from the changes of the terms and conditions.

12. TERMINATION OR SUSPENSION

12.1. If we are informed that you are no longer eligible for using the Card, for any reason, your Card will be immediately blocked, and the Available balance can no longer be used.

12.2. The hereby Agreement can be terminated or the Card can be suspended at any moment, with immediate effect (and up to the date when the litigation has been solved or the Agreement is terminated) if you breach the hereby Agreement or if we have any reason to believe that you have used or intend to use the Card negligently or for fraudulent purposes, or for other illegal purposes, or if PPT can no longer process your Transactions because of actions of third entities. Under these circumstances, any Available Balance on the Card can no longer be used.

13. OUR LIABILITY

13.1. We provide meal vouchers on electronic support, intended exclusively for individual food allowances, according to the hereby Agreement, and according to the provisions of Law no. 165/2018, the Company covers the entire costs for awarding them.

Our liability with regards to the Card's functionality and the Program is established by the agreement concluded between us and your Company. Should you encounter any difficulties in using the Card, please contact your Company.

14. YOUR INFORMATION

14.1. We can hold personal information about you and we shall do this in compliance with all the applicable laws and regulations regarding the personal data processing, including and without limitation to the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

14.2. Your personal data (such as first and last name, personal number, e-mail account, details related to the performed Transaction) can be necessary in order to provide Card related services to you and therefore, can be processed for the following purposes: Card issuance and activation, Card top-up with the associated meal vouchers, granting access to information (e.g. Transaction history, Available Balance), elaborating replies to requests, processing Transactions, taking the necessary measures for fraud management, as well as complying with the regulating requirements (including the applicable regulations regarding the fight against money laundering /terrorism financing).

14.3. Your personal data shall not be processed for commercial purposes, unless you have given your prior consent in this respect.

14.4. Except for the case when the law requires it, your personal data shall not be transmitted without your permission to any other person outside the Company, Edenred and providers of technical services required to provide the services covered by the hereby Agreement, including PPT.

14.5. Your personal data shall not be transferred outside the European Union, including Great Britain, except the case when we have obtained your consent.

14.6. For more details about your rights with regards to the processing of personal data, please see the [Privacy policy](http://www.edenred.ro) available on the website www.edenred.ro.

14.7. For any additional questions regarding how the personal data is processed, and in order to exercise your rights mentioned above, please contact: gdp-ro@edenred.com. You can also send a customized request, signed and dated with your personal data that you wish to update or delete, at our addresses, to the attention of the person in charge of personal data processing: headquarters of Edenred Bucharest, Calea Șerban Vodă 133, 040205 - Sector 4, Bucharest.

14.8. The compliance with the legal requirements in this field is monitored inclusively by the person in charge of personal data processing designated within the Edenred Group, having the following contact information: dpo.romania@edenred.com.

15. GENERAL PROVISIONS

15.1. If a provision of the hereby Agreement is considered non-applicable or not legal, the rest of the provisions remain in force and continue to produce effects.

15.2. If not otherwise provided, no third entity which is not part of the hereby Agreement is entitled to apply any of the provisions specified in these Terms and conditions, except the fact that MasterCard International Incorporated and its affiliates can apply any provision of the hereby Agreement, which confers them benefits or rights.

15.3. The hereby Agreement is governed by the Romanian law, and you hereby agree with the exclusive jurisdiction of Romanian Courts.

16. CONTACTING THE CUSTOMER SERVICE DEPARTMENT

16.1. Should you need assistance, you can contact the Customer Service department by calling 021 301 33 66 (a normal tariff number – standard tariffs apply) between 8.00 - 18.00, from Monday to Friday. Alternatively, you can contact your Company.

16.2. An automatic phone service to check your available Balance as well as to block lost or stolen Cards is available for you 24/7, if you call the number mentioned in the paragraph 16.1 above.

16.3. The lost or stolen cards can also be reported through MyEdenred.

This card is issued by PrePay Technologies Ltd., member of the Edenred Group, under the Mastercard® International license. The Ticket Restaurant Program is managed by Edenred Romania SRL, the issuer of electronic meal vouchers. The card is valid only in Romania, within the network of partner retailers who accept it as payment. The card cannot be used to purchase non-food products, including cigarettes and alcoholic drinks. Mastercard and all the elements of the Mastercard brand are trademarks of Mastercard International Incorporated.