

# Junior Terms

## Definitions

Child/Children	person under 18, that the Guardian is legal guardian of and has been added to the Junior Service by the Guardian
Child Card	a Card that has been issued to a Child
General Service	the free Service provided by PFC Technology to the Guardian under the General Terms
General Terms	the terms and conditions that govern the General Service
Guardian	a User that is 18 years or older that has signed up for a Junior Plan and can add Children to the Junior Services
Junior Plan	the subscription under which the Junior Services are provided by PFC Technology to the Guardian
Junior Service	PFC Technology's provision of Cards, performance of Transactions and all other services provided through the App under the Junior Plan
User	a Guardian and/or a Child

Terms not defined herein shall have the meaning ascribed to them in the General Terms.

These terms and conditions ("the Junior Terms") govern the Users' use of the Junior Services through the App as well as the Users' use of the payment card distributed by PFC Technology AB, 556851-3112, Box 55983, 102 16 Stockholm ("PFC Technology") as part of the Junior Service. These Junior Terms are in addition to the General Terms that the Guardian is party to. The Guardian agrees to these Junior Terms on behalf of themselves and on behalf of any Child the Guardian adds to the Junior Service.

By signing up for the Junior Plan and accepting the Junior Terms, the Users and PFC Technology enter into an agreement that entitles the Users to use the Junior Services in accordance with the Junior Terms. Furthermore, these Junior Terms constitute the complete agreement between any Child and the Issuer regarding such Child's Card. References to "we", "us" or "our" regarding the use of the Child Card means the Issuer and PFC Technology in connection.

Under Swedish law, a child under the age of 18 only has the legal capacity to act if the child's legal guardians have given their consent to such legal acts. The Guardian hereby represents and warrants that they are a legal guardian of any Children they sign up as part of the Junior Service, that they have the full legal capacity and power of attorney to execute and enter into this agreement on behalf of themselves, and such Children and, if

applicable, that they have received consent and power of attorney from any other legal guardian of such Children to enter into these Junior Terms on behalf of such legal guardian and Children.

P.F.C. is a trademark owned by PFC Technology, through which PFC Technology provides the Card which can be used for payment of goods and services in physical stores and e-commerce companies in Sweden and abroad that are affiliated with the Mastercard. In addition, PFC Technology may as part of the Junior Services provide additional features via the App, e.g.:

transaction overview, that allows the Guardian to see Children's transaction history and details about their Transactions;

The Card is issued by the issuer Wirecard Card Solutions Limited (the "Issuer") being a company incorporated in England and Wales, with company number 07875693, whose registered office is at Grainger Chambers, 3-5 Hood Street, Newcastle Upon Tyne, NE1 6JQ, United Kingdom.

## 1. General

1.1 PFC Technology has a license from the Swedish Financial Supervisory Authority ("FI") to provide payment services as a payment institution. PFC Technology is supervised by the FI and is covered by, *inter alia*, the regulatory framework laid down in the Payment Services Act (2010:751) ("LBT") and the Swedish Financial Supervisory Authority's regulations and general guidelines on payment institutions and registered payment service providers (FFFS 2010:3).

1.2 The Issuer is authorised by the Financial Conduct Authority ("FCA") as an Electronic Money Institution under the Electronic Money Regulations 2011 and it is included in the FCA's Register (Firm Reference Number 900051) which can be found on the FCA website. It is also a member of the Mastercard card scheme.

1.3 In the event the United Kingdom and Northern Ireland leave the European Union without an agreement that allows Wirecard Solutions Limited to issue the Card to Users residing in Sweden (often referred to as a "hard Brexit"), Wirecard Card Solutions Limited will be replaced as issuer of the Card by another company in the same group of companies.

1.4 PFC Technology will inform the Users if and when such a replacement of the Issuer will be effectuated. By agreeing to the Terms, the Users agree to the replacement of the Issuer in accordance with clause 1.3 above and that all rights and obligations to Wirecard Card Solutions Limited as Issuer will be transferred to the company that is replacing Wirecard Card Solutions Limited as Issuer. In such an event, all references to the "Issuer" in these Junior Terms shall be deemed to refer to the company that is replacing Wirecard Card Solutions Limited as issuer of the Card.

1.5 The Users can access the Junior Terms and information regarding the Junior Service at all times via the App or PFC Technology's website [www.getpfc.com](http://www.getpfc.com)

## 2. Disposition of the Card

2.1 When PFC Technology receives funds on behalf of a Child, the funds are held separated from PFC Technology's own funds with a duty to account (Sw. *redovisningsskyldighet*) in accordance with the Swedish Funds Accounting Act

(1944:181) in a client funds account at a Swedish bank or a bank based within the European Union with a registered branch in Sweden. The funds are thereby protected under the Swedish Deposit Insurance Act (1995:1571) as if the funds had been deposited on the bank account by the Child themselves. The User is creditor against PFC Technology regarding the Child Card balance.

### 3. The Junior Services

3.1 PFC Technology provides a number of Services, which are governed by the General Terms. By signing up for a Junior Plan, the Guardian is signing up for additional services which are governed by these Junior Terms and provided by PFC Technology upon charge of a subscription fee. The Junior Plan will allow Guardians to add and manage Children as part of the Junior Service and to use additional functionality through the App as set out on our website. Each Child that has been added to the Junior Service will be able to order a Child Card subject to regular fees and charges on Transactions pursuant to Section 4.1 below.

3.2 By signing up for a Junior Plan, the Guardian agrees to pay a subscription fee in accordance with the prevailing price list. The subscription fee does not relate to the issuance or usage of a Card but is charged by PFC Technology for the additional Junior Plan functionality provided from time to time in the App to the Guardian and will be charged to the Guardians Card Balance in advance of each billing period as described below.

3.3 If the Guardian has signed up for a monthly plan, the subscription fee will be charged to the Guardian's Card Balance on a monthly basis, starting from the date the Child Card is activated until the plan is cancelled. The Guardian may give notice of cancellation of a monthly subscription at any time, in which case no more subscription fees will be charged, and the Junior Service will be terminated at the end of such monthly billing cycle. No subscription fees will be repaid in the event of a cancellation.

3.4 If the Guardian has signed up for a yearly plan, the subscription fee will be charged to the Guardian's Card Balance on a yearly basis, starting from the date the Child Card is activated until the plan is cancelled. The Guardian may give notice of cancellation of a yearly subscription at any time, in which case no more subscription fees will be charged, and the Junior Service will be terminated at the end of such yearly billing cycle. No subscription fees will be repaid in the event of a cancellation.

### 4. Fees and charges for Transactions

4.1 PFC Technology offers a simple and transparent price model for Transactions. At any given time, the price list is stated on [www.getpfc.com](http://www.getpfc.com).

4.2 The Child Card can be used to make Card Transactions in a currency other than Swedish Kronor ("foreign currency transaction"). The amount deducted from the available Child Card Balance will be converted to Swedish Kronor on the day of receipt of the Transaction request. A wholesale rate set by Mastercard shall be used, which will be available on each business day. Changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate, and they may change between the time you authorise a Card Transaction and the time Mastercard settles the Card Transaction.

4.3 The Users can find out the exchange rate which was applied to a Card Transaction through the Transaction history, available for the Guardian in the App. When the Child

Card is used to make a foreign currency Card Transaction, PFC Technology may charge an additional foreign currency exchange fee in which case this will be clearly stated in the price list.

4.4 Subject to clause 4.2, where a Transaction:

- is to be made in any currency of a member of the European Union, PFC Technology shall ensure that the payment will be credited to the recipient's account by the end of the Business Day following our receipt of the Users' authorisation;
- is to be made wholly within the European Economic Area but in another currency, PFC Technology shall ensure that the payment will be credited to the recipient's account by the end of the fourth Business Day following our receipt of the User's authorisation.

## 5. Conditions for the Service

5.1 You must be at least 18 years old in order to sign up for a Junior Plan. The Junior Service is currently offered only to customers in Sweden with a Swedish social security number that are registered residents of Sweden. The Junior Service is currently not offered to persons with protected identity. Any Child added to the Junior Plan must be under 18 years old, be registered resident of Sweden, have a Swedish social security number. The Guardian must be the legal guardian of any Child added to the Junior Plan. PFC Technology will verify the relationship between Guardian and Child by way of a search in Statens Personadressregister.

5.2 The Junior Service is only intended for Users who do not perform Transactions related to business activities. The Junior Service may also not be used by legal entities.

5.3 As a Guardian you commit to notifying PFC Technology if a Child is or has been a politically exposed person ("PEP") or if the Child is related to and/or are a close associate of a PEP. Such a notification must be sent to PFC Technology by e-mail to [hello@getpfc.com](mailto:hello@getpfc.com) and include the personal identification number, address, function, title, and country of business or organisation regarding the Child or the PEP to which the Child is related and/or of whom the Child is a close associate. The Guardian further undertakes to notify PFC Technology of any changes regarding the circumstances stated in this clause 5.3.

5.4 The Users cannot agree to restrictions in the Junior Service in accordance with Chapter 4, Section 10, Point 19 in LBT.

## 6. Applying for and registering a Card

6.1 To apply for a Child Card on behalf of a Child, the Guardian must first have successfully registered themselves as a customer of PFC Technology for the General Service and signed up for a Junior Plan. Thereafter the Guardian can apply for a Child Card on behalf of a Child via the App, which is available for the Guardian only.

6.2 The Issuer will register the Child Card for the Child on the basis of the Information that the Guardian has provided to us and, if applicable, to the Issuer. The Guardian must provide accurate information and communicate any changes as soon as possible to PFC Technology.

6.3 The Child Card will be issued and mailed to the Child's home address registered with the Swedish Tax Agency (Sw. *Skatteverket*). The Guardian may activate the Child Card via the App.

6.4 Once the Child Card has been activated, the Guardian will be able to choose a PIN via the App. The Users must never reveal such PIN to anybody. We will never reveal the PIN to a third party or ask the Users to tell us the PIN.

6.5 When selecting or changing the PIN, the Guardian must not select a PIN that may be easily guessed, such as a number that:

- is associated with Users, such as the Users' telephone number or date of birth; or
- is part of data imprinted on the Child Card; or
- consists of the same digits or a sequence of running digits; or
- is identical to a previously selected PIN.

6.6 The expiry date of the Child Card is printed on the back of the Child Card. The Child will not be able to use the Child Card once it expires. A replacement Child Card will be automatically sent out prior to the expiration date of the current Child Card (fees may apply, see Clause 4 above).

6.7 The Guardian and the Child are jointly responsible for the use of any Card issued to the Child under this agreement and any fees or charges that any Child Card may incur.

## 7. Payment transactions

7.1 When the Guardian adds a Child to the Junior Plan, the Guardian also approves the Child as a trusted recipient, to whom the Guardian can transfer funds without approving such transfer with application of secure customer authentication.

7.2 Except as specified herein, sections 7 to 21 of the General Terms shall constitute an integral part of these Junior Terms and apply *mutatis mutandis* to the use of a Child Card. The Guardian shall ensure that all Children understand and follow all applicable terms and conditions.

7.3 The Child Card may only be used at a Merchant with an online terminal. The Guardian shall procure that the Child Card is only used at online terminals and is solely liable for any negative Child Card Balance than may occur if the Child Card is used in violation of these Junior Terms.

7.4 Clause 7.3 of the General Terms shall instead read as follows:

The Guardian can transfer funds back to their own Card Balance by contacting PFC Technology's customer support. The Guardian agrees that they will only withdraw funds from a Child's account if they are legally entitled to withdraw such funds. The Guardian agrees to hold PFC Technology harmless if the Guardian has withdrawn funds from a Child Card without proper legal authority.

7.5 Clause 7.11 of the General Terms shall not apply to a Child's use of a Child Card as the Child Card cannot be used in situations where there is no internet-based authorization available.

7.6 Clause 7.12 of the General Terms shall not apply to a Child Card. The Child Card Balance can only be topped up by a Guardian from the Guardian's Card Balance.