

bkcard

terms and conditions

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Bkcard Terms & Conditions

1. GENERAL

This document sets out the terms and conditions for your prepaid bkcard and its related functions. It also sets out other important things that you need to know. Please read these Terms and Conditions completely and carefully before you apply for/use our services. You must use your Card in accordance with these terms and conditions.

IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCEPT THESE AND INFORM US IN WRITING IMMEDIATELY.

2. DEFINITIONS

Various terms in these Terms and Conditions have a defined meaning as follows:

“**Business Day**” means any day other than a Saturday or a Sunday or a public or bank holiday Cyprus.

“**Customer Service**” means our customer service, which you can reach by sending a message by email to support@eprimepay.com.

“**Fees**” shall mean the charges payable by you to us for using our services and subject to change as set forth in these terms and conditions.

“**Merchant**” shall mean any commercial or business entity that accepts cards displaying the MasterCard®/Visa® acceptance symbol as payment (where a Card Transaction is concerned).

“**Eprimepay**” shall mean EPRIME PSP LTD, a Company incorporated in accordance with the laws of the Republic of Cyprus, bearing registration number HE376450 and with registered office address at Arc. Makariou 240, P. LORDOS CENTRE, Floor 5, Flat 501, 3105, Limassol, Cyprus being the owner of the ‘**bkcard**’ product.

“**bkcard**” shall mean the prepaid card powered by Prepaid Global HK Ltd (www.prepaidglobal.net) and provided by Eprimepay after you pass the necessary onboarding checks and your account is approved.

“**bkcard Account**” shall mean the Account you open and maintain through the bkcard portal including but not limited to any ancillary services (e.g. prepaid cards, Membership Programs, Submerchant and Reseller Programs);

“**bkcard Portal**” shall mean the portal available at <https://cardportal.com/> where you can login and see the options for his personal bkcard.

“**Website**” shall mean the website <https://www.eprimepay.com/>.

“**Terms and conditions**” or “**Terms of Use**” shall mean the bkcard terms and conditions as included in this document.

“**Payment**” shall mean any of the following any payment made using your bkcard;

“**Subscription Billing**” shall mean a service whereby bkcard Account holder requests that regular Payments be made from his/her/its bkcard Account at specified intervals to an online Merchant;

“**Terms of Use**” shall mean these Terms and Conditions of the bkcard and any terms and conditions of the bkcard Account, published on the Website and as may be amended from time to time;

“**We**”, “**us**”, “**our**” shall mean Eprimepay.

“**You**”, “**your**” shall mean you, the natural person or legal entity in whose name the bkcard Account is opened and maintained.

3. GENERAL INFORMATION

Eprimepay ensures that once it receives your funds, these are held in a segregated account, and safeguarded until they are spent or withdrawn or reimbursed to you.

Your Card is not a credit card or a debit card. No interest will accrue or be paid on balances held on your bkcard.

4. CARDHOLDER KYC AND CARD ISSUANCE PROCESS

- a) To begin pre-registration please visit:
<https://portal.prepaidglobal.net/amember/signup/BKCardMCEUR>
- b) Fill in your email address, mobile number, passport or National ID, full name and other particulars.
- c) Upload the requested documents.
- d) Once the KYC Pre-Registration is completed, you will receive an email acknowledgement.

e) If Know Your Customer (KYC) is approved, you will receive:

- a. Card activation email with access code for access to <https://www.cardportal.com/>
- b. Your Prepaid card in the mail within 3 to 4 weeks (note that sometimes it may take longer due to post delays)
- c. You can view and manage your card via <https://www.cardportal.com/>

We will review your application as soon as possible. It remains in our sole discretion whether we issue a bkcard to you.

Once you have received the bkcard, you must activate your Card via your bkcard portal: <https://cardportal.com/>. You will not be able to use your bkcard until you have activated your Card online first.

5. KEEPING YOUR SECURITY DETAILS

You should keep your security details and your bkcard safe. This means you shouldn't keep your security details near your bkcard, and you should disguise or protect them if you write them down or store them. Do not share your security details with anyone

6. WHICH DOCUMENTS ARE REQUIRED WHEN A CUSTOMER APPLIES FOR CARD ISSUANCE?

- 6.1 For the opening of an account we will request you to provide us with the below documents:
- i. Scanned copy of Passport (with signature page) OR National Identification Card (front and back) OR Driving License (front and back) in COLOR, and all 4 corners of the document must be clearly visible.
 - ii. Proof of Address - Bank Statement/Utility Bill/Credit Card Statement issued within the last 3 months. All 4 corners of the document must be clearly visible.

Any other documents which the Company may deem necessary.

7. USING MONEY IN YOUR ACCOUNT

Once you have funds in your account you'll be able to use our services powered by Prepaid Global HK Limited as below:

- a) You may make payments online, in-store or over the phone (mobile applications); and

b) Withdraw cash from ATMs.

Our web based CardPortal website provides access to comprehensive reporting tools and allows prepaid card users to have full access to their accounts. We add new features and services all the time. We'll let you know about these through our web based bkcard portal.

8. Restrictions on using your bkcard.

Please act reasonably and responsibly when using your bkcard. Your bkcard must not be used (directly or indirectly) as follows:

- for illegal purposes (for example, committing fraud);
- in a way that we reasonably believe might harm our ability to provide our services;
- only to send money to and receive money from a credit card account;
- for any transactions to receive cash other than making a withdrawal from an ATM (cash machine);
- to control or use a bkcard account that is not yours;
- to give the bkcard to any other person;
- to allow anyone else to have access to or use your bkcard Account;
- to trade in foreign currencies for speculative purposes (that is, to take advantage of any expected rise or fall in the value of a currency) or to take advantage of discrepancies in the foreign exchange market.

9. FEES AND CHARGES

Transfers	Fees	Daily Transaction Limits		Card Balance at Any Time	Single Transaction Amount Limits	
		Limit	Frequency		Minimum	Maximum
		EUR	EUR		EUR	EUR
Card issuance	29.00					
Card Activation	FREE	-	-		20.00	5,000.00
Card Load	3% + EUR3.00	5,000.00	8		1.00	5,000.00
Monthly maintenance	3.50	-	-			
International ATM/Cash Withdrawals	1.50% + EUR3.25	2,500.00	5	20,000.00	1.00	500.00
ATM/Cash Withdrawals (UK)	2.45	2,500.00	5		1.00	500.00
ATM/Cash Withdrawals decline	0.55					
Purchases (POS)	0.80	20,000.00	20		-	20,000.00

Additional charges:

1. Card replacement
Any card replacement costs will be borne by you;
2. Change of PIN:
Any change of PIN request will be charged with EUR2 (Two euros).

10. EXPIRY, CANCELLATION, CLOSURE AND SUSPENSION

1. We may terminate your bkc card Account or any payment service associated with it immediately without notice. You may terminate your bkc card Account with us at any time.
2. Together with a termination notice or at any time thereafter we may give you reasonable instructions on how to withdraw remaining funds.
3. If your bkc card Account is subject to a reserve, termination of your bkc card Account will not affect our right to hold the reserve and to make deductions therefrom for the time agreed.
4. We may at any time suspend or terminate your bkc card Account without notice in case:
 - a) you breach any condition of these Terms of Use or any other condition applicable to specific services covered by separate terms and conditions;
 - b) you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of our services; or
 - c) we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.
5. We may suspend your bkc card Account at any time if:
 - a) we reasonably believe that your bkc card Account has been compromised or for other security reasons; or
 - b) we reasonably suspect your bkc card Account to have been used or is being used without your authorization or fraudulently; and we shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify you.

We will issue a new bkc card without undue delay after the reasons we suspended, restricted or cancelled its use cease to exist.

11. WHAT HAPPENS AFTER MY ACCOUNT IS CLOSED?

We'll hold back enough money to cover any payments that you approved before your account was closed. You'll also still owe us any money that you owed us while your account was open.

For the remaining funds that you are still liable to receive, you need to request your money from

the bkc card support through the bkc card portal.

12. CHANGES TO THESE BKCARD TERMS AND CONDITIONS

- a) These Terms and Conditions of bkc card and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from us under the procedure set forth in this section.
- b) We may give notice to you of any proposed change by sending an e-mail to the primary e-mail address registered with your bkc card Account or by posting a clear notice on our website or on your bkc card Account login page.
- c) Any changes shall come into effect one (1) month after the date of the change notice, unless you have given us notice that you object to the proposed changes before the changes come into effect. Changes that make these Terms of Use more favourable to you shall come into effect immediately if so stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.
- d) If you object to the changes, they will not apply to you, however, any such objection shall constitute a notice by you to terminate and close your bkc card Account.

13. HOW WE COMMUNICATE

- We usually communicate to you via e-mail. For this purpose, you must at all times maintain at least one valid e-mail address in your bkc card Account profile. You are required to check for incoming messages regularly and frequently. E-mails may contain links to further communication on bkc card portal of our Website.
- Where legislation requires us to provide information to you on a durable medium, we will either send you an e-mail (with or without attachment) or send you a notification pointing you to information on the bkc card portal of our Website in a way that enables you to retain the information in print format or other format that can be retained by you permanently for future reference. You are required to keep copies of all communications we send or make available to you.
- You can request a copy of the current Terms of Use or any other contractual document relevant to you by contacting Customer Service.
- In order to view emails, you need a computer with e-mail software that can display e-mails in HTML format. We may also send you attachments in Adobe Systems Inc.'s Portable Document Format (PDF)®, for which you need Adobe's Acrobat Reader, which can be downloaded for free at adobe.com.

- We will communicate to you in English and will always accept communications made to us in English. You can choose your preferred language from the list of supported languages (if applicable) in your bkcard Account profile and we may send you automated e-mail notifications and communications or post a message on your bkcard Account login page regarding changes to these Terms of Use in your chosen language. Notwithstanding anything in the contrary here, for all communications, we reserve the right to communicate with you in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language. The English versions shall be the binding ones.
- Apart from communicating via e-mail, we may contact you via telephone, where appropriate. If you use any mobile services, we may communicate with you via SMS. Any communication or notice sent by post will be deemed received three days from the date of posting with Hong Kong post or within seven days of posting with international post. Any communication or notice sent by SMS will be deemed received the same day.
- You may contact us at any time by sending a message to Customer Service by email to support@eprimepay.com.
- If you need to report your Card lost or stolen, or you have knowledge or suspicion that your Card, or any password or PIN has been misappropriated or otherwise compromised, please contact us immediately on +357 99 24 84 63 or via our online chat service or cancel the bkcard via the bkcard portal.

14. COMPLAINTS

Any complaints about us or the services we provide should be addressed to us in the first instance by contacting Customer Service. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. We send you a complaint acknowledgement by post or by e-mail within 48 hours of receiving your complaint in accordance with our complaints procedure.

15. LIABILITY

In case of an unauthorized payment or a payment that was incorrectly executed due to an error by us, we shall at your request immediately refund the payment amount including all fees deducted therefrom. This shall not apply:

- a) where the unauthorized payment arises from your failure to keep the personalized security features of your bkcard Account safe in accordance with section 6 in which

case you shall remain liable for the first 50 USD (or equivalent in the currency of your bkcard Account);

- b) if you fail to notify us without undue delay of any loss of your password or other event that could reasonably be expected to have compromised the security of your bkcard Account after you have gained knowledge of such event, in such case you shall remain liable for losses incurred up to your notification to us;
- c) if the transaction was unauthorized but you have compromised the security of your bkcard Account with intent or gross negligence in which case you shall be solely liable for all losses;
- d) if you fail to dispute and bring the unauthorized or incorrectly executed transaction to our attention within 6 months from the date of the transaction.
- e) If you have any indication or suspicion of your bkcard Account login details, password or other security feature being lost, stolen, misappropriated, used without authorization or otherwise compromised, you are advised to change your password. You must contact Customer Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of your bkcard Account, login details, password or other security features. Any undue delay in notifying us may not only affect the security of your bkcard Account but may result in you being liable for any losses as a result. If you suspect that your bkcard Account was accessed by someone else, you should also contact your local police and report the incident.
- f) Without prejudice to the foregoing, you are asked to check the transactions history of your bkcard Account regularly and frequently and to contact Customer Service immediately in case you have any questions or concerns.
- g) In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.
- h) Subject to the foregoing, we shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected. While bkcard's services provide you with connectivity via the internet, Eprimepay does not and cannot control the flow of information to or from Eprimepay internet data centers to other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Eprimepay's connections to the internet (or portions thereof) may be impaired or disrupted. Although Eprimepay will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Eprimepay cannot guarantee that they will not occur. Accordingly, Eprimepay disclaims any and all liability resulting from or related to such events.

- i) We shall not be liable to you, any Merchant or third party for any indirect or consequential losses including but not limited to lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of service or of any equipment or materials, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- j) We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.
- k) Nothing in these Terms of Use shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.
- l) Our obligation under these Terms of Use is limited to providing you with an electronic money Account powered by PPG (www.prepaidglobal.net) and related payment services and does not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a Eprimepay customer or intermediary.
- m) Indemnification/re-imburement. You agree to defend, reimburse or compensate us and hold us and our other companies in our corporate group, our affiliates, shareholders, officers, directors, employees, and agents harmless from and against any and all claims, demands, costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees, penalties and fees of experts) arising out of any claim, suit, action, or proceeding, that we incur or suffer due to or arising out of your or your agents' breach of these Terms of Use, breach of any applicable law or regulation and/or use of the services. This provision shall survive the termination of the relationship between you and us.