

**Prepay**  
**PREPAID GENERAL PURPOSE RELOADABLE MASTERCARD**  
**TERMS AND CONDITIONS**  
**Effective From 04/12/2021**

**GENERAL DEFINITIONS**

These TERMS AND CONDITIONS, set out the terms and conditions in accordance to which Accounts (as defined below) are issued and prepaid Mastercard Cards (as defined below) are distributed and issued to the Cardholders of such cards (hereinafter referred to as "You") by Us, and the terms and conditions for the use of the Cards by such Authorised Holder.

**"Account"** means the primary prepaid electronic money account issued for the purposes of this Agreement, including the Sub-Account to be used by the associated Card(s) issued to You. Sub-account shall not be used other than by the Additional Cardholder.

**"Additional Cardholder"** means the person nominated by You to use an additional or secondary Card issued to You.

**"Agreement"** means these Terms and Conditions.

**"Available Funds"** means at any given time, any unspent funds loaded onto Your Account, including Your Sub-Account, which is available to pay for transactions and fees and charges payable under this Agreement, inter alia, through the Card(s) and by transferring funds to other primary Accounts.

**"Business Day"** means any day other than Friday, Saturday or national public holiday in Israel or Gibraltar.

**"Cardholder"** means You, the person to whom the Account is issued only.

**"Commencement Date"** means the date Your Account is activated.

**"Contactless"** means a payment feature that provides You with a way to pay by tapping the Card on a point-of-sale terminal reader for transactions of up to a specified limit.

**"PrePay Prepaid Mastercard", "Prepaid Card", or "Card"** is a physical electronic money card(s) issued by Us to You and associated to the Account.

**"Customer Services"** means the services provided to the Cardholder upon dialling the support telephone number 03-5410410

**"Expiry Date"** means the date printed on Your Card, which is the date Your Card will cease to work.

**"PIN"** (Personal Identification Number) means Your unique personal identification number which is provided to You for use with Your Card.

**"Sub-Account"** means the prepaid electronic money account associated to the Additional Card issued to You and allocated a separate balance for transactions made by the Additional Card issued by You to the Additional Cardholder.

**"UPI"** (Unique Personal Identifier) means the information We use to identify the payee when executing payment orders.

**"We", "Us" or "Our"** means IDT Financial Services Limited.

**"Website"** means Our website at [www.pre-pay.co.il](http://www.pre-pay.co.il)

**"You" or "Your"** refers to the Cardholder.

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**1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT**

- 1.1 This Agreement sets out the general terms and conditions that apply to the Account and PrePay Prepaid Mastercard. These terms and conditions form the Agreement between You and Us governing the possession and use of the Card(s) and operating the Account. By using the Account or activating a Card (see clause 2.4) You accept this Agreement, and agree to these terms

Additional copies of this Agreement can be obtained free of charge by contacting Our Customer Services team as set out in clause 15 or by visiting the Website.

- 1.2 The Account is issued by IDT Financial Services Limited pursuant to a license from Mastercard International Incorporated. IDT Financial Services Limited is regulated and authorised by the Financial Services Commission, Gibraltar. Registered Office: 57-63 Line Wall Road, Gibraltar. Registered No. 95716. In addition, IDT Financial Services Limited (foreign company number 560032831) is licensed as a Currency Service Provider according to Anti-Money Laundering Law of 2000 and the regulations promulgated thereunder. At all times the Card remains the property of IDT Financial Services Limited.

- 1.3 The production of the Cards and the technology systems required to operate the Cards are provided by [INSERT PROGRAMME MANAGER NAME]. [INSERT PROGRAMME MANAGER NAME] also provides customer support for the Card as set out in clause 15 below. Any change in such services provider will be notified on our web site or via any applicable communication channel.

- 1.4 This Agreement will commence on the Commencement Date and will terminate in accordance with clause 10. Only activation of the Card by Us shall be deemed acceptance by Us of issuing a Card to You. This Agreement shall be in Hebrew. Data regarding transactions performed via the Card shall be presented to you on our Website in English.

By activating and using Your Card, You are agreeing to the terms set out in this Agreement governing the Account.

- 1.5 We reserve the right to refuse Your application to activate the Card if the results of the checks carried out pursuant to clause 4 or otherwise give Us reason to suspect You of being involved in or intending to use the Card for money laundering, terrorist financing, fraud or other illegal activity. If We refuse activation and / or use of the Card, We will inform You of the refusal but may not inform You of the reason for the refusal, and in such a case this Agreement shall be automatically cancelled.

- 1.6 In some cases, other entities on our behalf will assist us in promotion actions. However, this Agreement is separate and not dependent on any agreement You may have with such other entities.

**2. ACCOUNT**

- 2.1 The Account is issued to You for the use and purposes as defined in the Agreement. Opening an Account is subject to a registration process and identification process as further detailed in clause 4 below.

- 2.2 The Account can be loaded in different ways through licensed and authorized Currency Service Providers located in different locations, as shall be published, from time to time, on our Website, by the Account holder only.

- 2.3 The Account may be loaded via credit card, debit card, cash or bank transfer up to a sum that shall determined by us from time to time as further detailed in clause 5 below. We may enable loading the Account via other channels, all according to the terms and conditions as shall be determined by Us from time to time.

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- 2.4 Your Account will have three currency wallets, held in USD, Euro and ILS. When You spend in USD, it will deduct from the USD wallet, for Euro it will deduct the Euro wallet, for ILS it will deduct the ILS wallet. If the spend is in an alternate currency to USD, Euro or ILS, it will deduct the payment from the ILS wallet. If a USD or Euro payment is made and there are insufficient funds in the USD or Euro wallet, the payment will be deducted from the ILS wallet which is the default wallet. The Account may include Available Funds in three different currencies: USD, Euro and ILS. Use of the Available Funds are possible via Cards, transfer of funds to other accounts (issued by Us only) etc.
- 2.5 Cards and Additional Cards may be used only in case of Available Funds in the Account and Sub-Account, respectively, and up to a limited sum as shall be determined by Us from time to time. The Available Funds shall be also used for the charge of fees and other payments. Other than through the Cards, You may not use the Available Funds to perform any purchase transactions.
- 2.6 If You or Your Additional Cardholder use the Account (or Sub-Account) for a transaction in a currency that is included in the Account (or Sub-Account), then the transaction amount will be deducted from the Available Funds denominated in the currency of that transaction (for example, USD transaction will be deducted from the USD funds available in the Account). However, if the use of the Account (or Sub-Account) is made for a transaction in a currency which is other than the currencies available in the Account (i.e., other than USD, Euro or ILS), the transaction will be converted to ILS according to the Mastercard scheme network at a rate set by Mastercard International Incorporated. Please refer to <https://www.Mastercard.com/global/currencyconversion> for further details. The exchange rate varies throughout the day and is not set by Us, therefore We are not responsible for and cannot guarantee You will receive a favourable exchange rate. Changes in the exchange rates may be applied immediately and without notice. You can ask Us for information about the exchange rate used after the transaction has been completed by contacting Our Customer Services team as set out in clause 15. You will also be notified of any applicable exchange rate for each transaction in Your online account, which is updated daily. The same will apply if transactions in USD or Euro currencies are conducted and no funds in each of such currencies are available.
- 2.7 You will be able to transfer funds available in the Account to other accounts issued by Us. Transfer may be subject to fee payment (for more information regarding fees and payments please see Clause 22). We may determine minimum and/or maximum amount for a transfer and additional conditions. If a transfer request is submitted by You and there are no available funds, we may decline the transfer request. If a transfer is subject to an applicable fee, such fee will be deducted from the ILS Available Funds and in the absence of ILS Available Funds, from other available funds (according to the Mastercard conversion rate). You will not be able to transfer funds in a different currency than the currencies available in the Available Funds.
- The fees and payments maybe different according to the Account and Card program. Generally, there are three Account and Card programs: Basic, Gold and Platinum. The conditions and benefits for joining a program are determined by Us. Please contact us to find out which program your Account is attached to.
- 2.8 We will determine if any other services may be provided to You through the Account. The services may be diverse, according to Our discretion as shall be from time to time.
- 2.9 Actions in the Account (including by Card) required in excess of the Available Funds shall be blocked (including transfers of funds requested).

**3. CARDS**

- 3.1 The Card is a prepaid payment card which may be used to pay for goods and services at participating retailers that accept Mastercard cards, as shall be from time to time. If You have been provided a virtual card, you may have the option to upgrade Your virtual card to a physical card. When You upgrade to a physical card, the virtual card You were initially issued will be cancelled.
- 3.2 The virtual prepaid card is designed for use in online shops or telephone purchases where the Card is not required to be physically present. The physical card may be used in shops and retail locations where You are

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physically present or for online and other distance transactions. Your physical Card (if not a virtual Card and only if enabled) can be used to make cash withdrawals from ATMs and banks that agree to provide this service. Like any payment card, We cannot guarantee that a particular retailer will accept the Card – please check with the retailer before attempting the transaction if You are unsure. You may not be able to use Your Card to make purchases from some retailers that have been blocked by Our systems in order to prevent the potential use of cards for unauthorised or unlawful activity.

- 3.3 The Card is an electronic money (“e-money”) product, regulated by the Financial Services Commission (“FSC”), Gibraltar. It is a prepaid card not a credit card (as defined in the Debit Cards Law of 1986) and is not linked to Your bank account. You must ensure that You have sufficient Available Funds to pay for each purchase, payment or cash withdrawal using a Card associated with the Account. The Card is intended for use as a means of payment, and funds loaded onto the Account do not constitute a deposit. You will not earn interest on the balance of the Account. The Card(s) will expire on the Expiry Date and will cease to work. Please refer to clause 9 of this Agreement for further information regarding expiration
- 3.4 The electronic money associated with the Account is issued by IDTFS to You. All legal rights associated with the electronic money become Yours.
- 3.5 When You receive Your Card(s), it or they will be issued to You in an inactive state. You will need to activate each Card by contacting Our Customer Services Team as detailed in clause 15 to activate your card prior to use. The Card(s) will normally be ready for use one hour after activation. If You do not activate Your Card(s), any transactions that You or an Additional Cardholder attempt to carry out may be declined.
- 3.6 This Card is provided for the exclusive use of You and it is not transferable, except for an Additional Card as further described in clause 4.5. You undertake not to transfer or give it to anyone else, except for showing and/or giving it directly to the relevant retailer with which You are executing a transaction.

**4. IDENTIFICATION REQUIRED FOR USE OF THE CARDS**

- 4.1 The Account is a financial services product, and We are therefore required by law to hold certain information about Our customers. We use this information to administer Your Card(s), and to help Us identify You and Your Card(s) in the event that the Card issued to You or the Additional Cardholder is lost or stolen. We only keep this information as long as is necessary and/or required by law and for the purposes described herein. Please see clause 17 for more information.
- 4.2 In order to obtain the Account, You must be at least 18 years old and a resident of Israel. We may require evidence of who You are, your identification details and of Your address. We may ask You to provide some documentary evidence to prove this and/or We may carry out checks on You electronically.
- 4.3 When We carry out the checks described in clause 4.2, Your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information and a footprint may be left on Your credit file, although the footprint will denote that the search was not a credit check and was not carried out in support of a credit application. It is an identity check only, and will therefore have no adverse effect on Your credit rating.
- 4.4 The activation or use of the Account and/or Card(s) will indicate to Us that You consent to the checks described in this Agreement being undertaken. Please note that in some cases the checks described above will be required before issuance of Your Card and in some cases before certain transactions can be undertaken. We may also be required to report the transaction to the AML authority.
- 4.5 Where permitted, You may request an Additional Card linked to Your Sub-Account. You authorise Us to issue the Card and, in the case of physical Cards, PINs to the Additional Cardholder and You authorise the Additional Cardholder to authorise transactions on Your behalf from the Sub-Account. You remain responsible for any fees, transactions, use or misuse of the Card or Additional Card requested by You.

Commented [JG1]: The checks may be conducted before or after activation.

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4.6 This Agreement also applies to the Additional Card and Additional Cardholder that You have arranged. It is important that You communicate this Agreement to the Additional Cardholder before they start using the Card.

**5. LOADING YOUR ACCOUNT**

5.1 You may load personal funds to Your Account subject to the limits provided in clause 22.1. For the purposes of preventing fraud, money laundering, terrorist financing or any other financial crime We reserve the right to vary these limits and to decline any reload at any time. The applicable Loading Fee applies as set out in clause 22.1. The Account may only be loaded via channels that We approve. The type and nature of these load channels will depend on the commercial relationship We have with Our partners. We will describe these load channels applicable to Your Account on Our Website, however, should You have any questions about ways to load Your Account please contact Our Customer Services team in accordance with clause 15.

5.2 You may load Your Sub-Account only from Your Account.

**6. HOW TO USE THE CARD**

6.1 A Card may only be used by the person to whom the Card was issued. In the case of an Additional Card, that Card may only be used by a person nominated by You as the primary Cardholder. The Cards are otherwise non-transferable, and You are not permitted to allow any other person to use the Card, for example by disclosing your PIN or allowing them to use Your Card details to purchase goods via the internet or by telephone. If a physical Card, prior to use, the Card should be signed on the signature strip located on the back of the Card.

6.2 If You or Your Additional Cardholder use Your Card for a transaction in a currency other than the currency that the Account is denominated in, the transaction will be converted to the currency that the Account is denominated in by the Mastercard scheme network at a rate set by Mastercard International Incorporated. Please refer to <https://www.Mastercard.com/global/currencyconversion> for further details. The exchange rate varies throughout the day and is not set by Us, therefore We are not responsible for and cannot guarantee You will receive a favourable exchange rate. Changes in the exchange rates may be applied immediately and without notice. You can ask Us for information about the exchange rate used after the transaction has been completed by contacting Our Customer Services team as set out in clause 15. You will also be notified of any applicable exchange rate for each transaction in Your online account, which is updated daily.

6.3 We will be entitled to assume that a transaction has been authorised by You or Your Additional Cardholder (and you have therefore given Your consent) where either:

6.3.1 In the case of a physical Card;

6.3.1.1 the magnetic strip on the Card was swiped by the retailer or the Card was inserted into a chip & PIN device; or

6.3.1.2 the Card PIN was entered or a sales slip was signed; or

6.3.1.3 the Card is tapped against a Contactless enabled reader and accepted by such reader.

6.3.2 In the case of either a physical or virtual Card;

6.3.2.1 relevant information was supplied to the retailer that allows them to process the transaction, for example providing the retailer with the 3-digit security code on the back of Your Card in the case of an internet or other non-face-to-face transaction.

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- 6.4 Normally, We will receive notification of Your or Your Additional Cardholder's authorisation by way of an electronic message in line with the rules and procedures of the payment scheme Mastercard network. Once You or Your Additional Cardholder have authorised a transaction, the transaction cannot be stopped or revoked. However, You may in certain circumstances be entitled to a refund as set out in clauses 12 and 13.
- 6.5 On receipt of notification of Your or Your Additional Cardholder's authorisation of a transaction and the transaction payment order, normally We will deduct the value of the transaction, plus any applicable fees and charges, from the Available Funds. The transactions will be executed as follows:
- 6.6 Within Israel We will execute any transaction by transferring the amount of the transaction to the payment service provider of the retailer by the end of the next Business Day following the receipt of the payment order.
- 6.7 If the payment service provider of the retailer is located outside the Israel, We will execute the transaction as soon as possible.
- 6.8 The payment order will be received when We receive it from the retailer's payment service provider, automated teller machine (ATM) operator or directly from You. If We receive the payment order after 4:30 pm (Israel time), or on a day that is not a Business Day, it will be deemed received by Us on the following Business Day.
- 6.9 Under normal circumstances, if any payment is attempted that exceeds the Available Funds, the transaction will be declined. If this happens, and unless it would be unlawful for Us to do so, we will notify You by sending an email to the email address You provided Us with when You obtained the Card(s). In certain circumstances, a transaction may take Your Account into a negative balance – this will normally be where the merchant has failed to seek authorisation for the transaction. In these cases, We will attempt to recover some or all of the money from the merchant if We can, providing that We are satisfied that You or Your Additional Cardholder have not deliberately used the Card in the manner that would result in a negative balance. We will deal with such instances on a case by case basis, but where there is a negative balance on Your Account, We may require You to make up the shortfall immediately and, until there are Available Funds, We may restrict or suspend the use of Your Card(s).
- 6.10 The Card(s) may be used in full or part payment for purchases, in the case of part payment, where the Merchant allows it, You or the Additional Cardholder will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit card or credit card.
- 6.11 You have the option to transfer Your Available Funds or part of Your Available Funds from Your Account to other accounts. If You instruct Us to make a transfer from Your Account to another Account, the requested amount will be debited from Your Account and credited to the Account You have instructed Us to transfer Your Available Funds or part of Your Available Funds to.
- 6.12 If Your Account is not used for 4 months, We will charge You a Monthly Inactivity Fee after the lapse of four months (see clause 22), which will continue until (i) You or the Additional Cardholder start using the Card(s) again any use whatsoever, (ii) any remaining Available Funds are depleted, or (iii) termination of the Agreement, whichever is sooner.
- 6.13 Normally, We will be able to support transactions 24 hours per day, 365 days per year. However, We cannot guarantee this will be the case, and in certain circumstances – for example a serious technical problem – We may be unable to receive or complete transactions.
- 6.14 Transactions made by the Card through websites of Merchants will be also governed by the terms and conditions of the Merchant and its private policy.

**7. RESTRICTIONS ON USE OF CARD**

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- 7.1 You must ensure that You have sufficient Available Funds to pay for each purchase, payment or cash withdrawal using the Card and also for the fees and other payments your Account is charged according to this Agreement.
- 7.2 The Card is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.
- 7.3 The Card may not be used for gambling, any illegal purposes or at preauthorised regular payments, unless You are notified differently. In addition, We may restrict the use of the Card with certain business or merchants, for example gaming transactions, as We deem required for security or legal reasons or as shall be determined by the Mastercard scheme. You are aware of the fact that the Card may not be used with all merchants and Businesses.
- 7.4 We may suspend the use of Your Account and Card(s) if We identify or reasonably suspect that suspicious, fraudulent or illegal activities are being carried out in relation to the Account, or if We have reasonable grounds relating to the security of the Card or following instructions of an applicable law or competent authority.
- 7.5 According to the Trading with the Enemy Order of 1939, it is absolutely forbidden to conduct any financial or business relationship with parties in countries which are at war with Israel and were defined as enemy states by the Finance Minister.
- 7.6 Unless it would be unlawful for Us to do so or would compromise reasonable security measures, where We stop or suspend the use of Your Card and/or Account in accordance with clause 7.4, We will notify You of this and Our reasons for doing so, if possible, by sending an email to the email address You provided Us with when You obtained the Account. Where it is not possible to notify You before We stop or suspend the Card, We will notify You as soon as reasonably possible after We have stopped or suspended the Card. As soon as reasonably practicable after the reasons for stopping or suspending the Card have ceased to exist, We will reinstate the use of Your Card or provide You with a replacement Card. You should contact our Customer Services team to arrange this.
- 7.7 Any one-time preauthorisation amount (such as a hotel booking or car hire) will place a "hold" on Your Available Funds until the retailer sends Us the final payment amount of Your purchase. Once the final payment amount is received, the preauthorisation amount on hold will be removed. It may take up to 30 days for the hold to be removed. During the hold period, You will not have access to the preauthorised amount and shall not be able to use it for any transactions or other use.
- 7.8 We may determine from time to time, restrictions for one or more types of uses of the Card, including (but not limited to) determining a daily ceiling of the monetary amount of transactions, determining the monetary maximum amount of transactions at certain retailers, restricting the uses, as aforesaid, in circumstances in which We may delay the use of the Card according to law or restrict the withdrawal of cash through the Card to certain amounts with a daily, monthly ceiling, etc. Please refer to clause 22 for card limits.
- 8. MANAGING YOUR CARD**
- 8.1 Unless otherwise specified in these terms and conditions, where we need to provide You with information relating to Your Account and/or Card(s), We will do so by sending an e-mail to the address You have provided to Us. All communication from Us to You relating to the Account will also be in Hebrew.
- 8.2 You may check the balance and Available Funds on Your Account or view a statement of recent transactions or an account statement by visiting the Website or alternatively You may email Our Customer Services team for this information, subject to a fee as detailed in clause 22, in accordance with clause 14 below, further security checks will be required..
- 8.3 We will send You from time to time via email, text messages and post mail, information regarding our service information, special offers or any other promotional material. If You will ever want to stop of receiving

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promotional material, You will always be able to unsubscribe or by contacting our customer service or within the message's dedicated link for it.

**9. EXPIRY OF THE CARD**

9.1 Your Account will expire on the Expiry Date of Your Card. On that date, subject to clause 9.2 below, this Agreement will terminate in accordance with clause 10, Your Card and the Additional Card will cease to function, You and the Additional Cardholder will not be entitled to use the Card(s).

9.2 In some cases, We may issue a new Card to You, and when due the Additional Cardholder, shortly before the Expiry Date, however, We are not obligated to do so, and may elect not to issue replacement Card(s) at Our sole discretion. In case a new Card is issued to You and the Additional Cardholder, this Agreement shall be effective and apply on the new Card(s).

9.3 The Redemption and Termination period described in clause 10 will not apply to any replacement Card(s), Account or Sub-Account issued by Us.

**10. REDEMPTION AND TERMINATION OF THIS AGREEMENT**

10.1 You will be entitled to cancel Your Card/Account according to the terms of the Debit Card Law of 1986, even if the Expiry Date of the Card did not yet occur Cancelling the Account shall also mean a request to cancel your Card. In event of cancellation, You will be required to return the Card(s) to the Company or to Us at [INSERT PROGRAMME MANAGER ADDRESS]. The Agreement will terminate on the date the Card is returned and received by Us. Note that You will not be entitled to a refund of any fees if You have used Your Card during the period from the cancellation and until such return.

10.2 Following clause 10.1 above and subject to clause 10.3, this Agreement will terminate 3 year from the date You accept this Agreement, or on the expiry of Your Card if earlier, in accordance with clause 10.1 subject to:

10.2.1 a replacement Card being issued to You on the Expiry Date of Your Card as set out in 9.2; or

10.2.2 a request for cancellation by You and/or redemption by You of the entire remaining balance on Your Account in accordance with clause 10.5.

10.3 We may terminate this Agreement:

10.3.1 if You or the Additional Cardholder breach part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 14 days, or use Your Card or any of its facilities in a manner that We believe is fraudulent or unlawful;

10.3.2 if You or the Additional Cardholder act in a manner that is threatening or abusive to Our staff, or any of Our representatives;

10.3.3 if You fail to pay fees or charges that You have incurred or fail to replenish any shortfall on the balance of Your Card; or

10.3.4 on provision of two months' notice by Us.

10.4 If the Agreement terminates, We will cancel Your Account and You must tell Us as soon as practicable what You want Us to do with any unused Available Funds. Where any fees are payable by You on a regular basis, We will apportion such fees pro rata up until the termination date and any fees You paid in advance which relate to a time period after the termination will be reimbursed to You.



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- 10.5 You may terminate this Agreement and or redeem the Available Funds by contacting Our Customer Services team as detailed in clause 15. We will not complete Your redemption request if We believe You have provided false information or We are concerned about the security of the transaction.
- 10.6 If You request redemption of the entire remaining balance of Your Account in accordance with clause 10.5, We will assume that it is Your intention to terminate this Agreement and will cancel Your Card(s) and Account and the Additional Card (if applicable). A redemption fee may be applied as detailed in clause 22.
- 10.7 If for any reason You have Available Funds remaining following the termination of the Agreement, you may redeem them in full up to 5 years following the termination. As long as there are Available Funds remaining, we will charge you an Expired Card Maintenance fee for the maintenance of the Available Funds. The Expired Card Maintenance fee applies following 13 months post expiry of the Card.

**11. KEEPING YOUR CARDS AND DETAILS SAFE**

- 11.1 We will assume that all transactions entered into by You with Your Card or Card details are made by You or Your Additional Cardholder unless You notify Us in accordance with clause 14.1.
- 11.2 You and Your Additional Cardholder are responsible for keeping Your Card and its details safe. This means You and Your Additional Cardholder must take all reasonable steps to avoid the loss, theft or misuse of the Card or details. Do not disclose the Card details to anyone except where necessary to complete a transaction. You and the Additional Cardholder should verify that the merchant or service provider is genuine and has taken adequate steps to safeguard Your information before proceeding with the transaction and supplying them with the Card details.
- 11.3 If You and Your Additional Cardholder have been issued a physical Card, You and Your Additional Cardholder must keep the PIN safe at all times. This includes: (i) memorising the PIN as soon as You receive it, and deleting the SMS or other document on which We provided the PIN to You immediately; (ii) never writing down the PIN; (iii) keeping the PIN secret at all times, including by not using the PIN if anyone else is watching; and (iv) not disclosing the PIN to any person.

Failure to comply with this by You or Your Additional Cardholder may be treated as gross negligence and may affect Your ability to claim any losses. NEVER COMMUNICATE YOUR PIN TO ANYONE IN WRITING OR OTHERWISE. This includes printed messages, e-mails and online forms.

**12. LOST, STOLEN OR DAMAGED CARDS AND LIABILITY FOR UNAUTHORISED TRANSACTIONS**

- 12.1 If You lose Your Card(s) or it is stolen or damaged please notify Us immediately by calling the Lost & Stolen/customer service telephone number 03-5410410. You will be asked to provide Your Card number and other information to verify that You are the authorised Cardholder. Following satisfactory completion of the verification process, We will then immediately block any lost or stolen Card(s) to prevent unauthorised use and cancel any damaged Card(s) to prevent further use.
- 12.2 After You have notified Us of the loss, theft or risk of misuse, and providing that We are able to identify Your Card(s) and satisfy certain security checks, We may issue a replacement Card(s) and/or PIN to You. Please, notify the Company about the loss or theft of the Card(s), and consult with Your Company about the reasons for re-issuing Your Card(s).
- 12.3 If We believe You or the Additional Cardholder have acted fraudulently, or if We believe You or the Additional Cardholder have intentionally or with gross negligence failed to keep the Card(s) or its details safe at all times, We will hold you liable for all our losses arising from unauthorised transactions (including any associated fees.)

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12.4 Unless You have acted fraudulently (in which case you will be liable for all losses in respect of any unauthorised transactions – see below), You will not be liable for any losses in relation to unauthorised transactions:

12.4.1 arising after You notify us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of your Card; or

12.4.1 if Your Card is used in connection with some distance contracts (e.g. transactions over the internet or phone).

12.5 Other than in the exceptions stated in clause 12.3 and 12.4, We will limit Your liability to the sums determined by law where Your Card is lost or stolen, or if it has been misappropriated, where you failed to keep Your Card details safe.

**13. PURCHASES FROM RETAILERS**

13.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Card(s).

13.2 Where a retailer provides a refund for any reason (for example, if You return the goods as faulty) it can take several days for the notification of the refund and the money itself to reach Us. It may take up to 10 days from the date the refund was carried out for the refund to be applied to Your Account. Until the refund reaches your Account, You shall not be able to use the sum of the refund for other uses.

**14. TRANSACTION DISPUTES, CARD SUSPENSION AND REFUNDS**

14.1 If You believe You or the Additional Cardholder did not authorise a particular transaction or that a transaction (or other use of the Account) was incorrectly carried out, in order to get a refund You must contact Our Customer Services team without undue delay - as soon as You notice the problem, and in any case no later than 13 months after the amount of the transaction (or other use) has been deducted from the Account. We will immediately (and no later than close of business on the day the refund was requested) refund any unauthorised transaction and any associated transaction fees and charges payable under this Agreement subject to the rest of this clause 14. If the refund request is received on a non-Business Day or after 4:30 pm (Israel time) on a Business Day, We will make the refund at the beginning of the next Business Day. If We are liable for an incorrectly executed transaction, We will refund without undue delay the transaction and any associated transaction fees and charges payable under this Agreement. Depending on the circumstances, Our Customer Services team may require You to complete a dispute declaration form. We may conduct an investigation either before or after any refund has been made. We will let You know as soon as possible the outcome of any such investigation

14.2 A payment order will be deemed to be executed correctly where it is executed in accordance with the UPI. Where the UPI that was provided to Us is incorrect, We will not be liable for non-execution or defective execution of the transaction, but We will make reasonable efforts to recover the funds involved.

14.3 Where losses arise from the use of a lost or stolen Card(s), or from Your or Your Additional Cardholder's failure to keep your security details safe, You will be liable up to the amounts determined according to the law subject to the rest of this clause 14.

14.4 You will be liable for all losses incurred in respect of an unauthorised transaction or other uses of the Account if: (i) You or the Additional Cardholder have acted fraudulently; or (ii) have intentionally or with gross negligence failed to: (a) look after and use Your Card in accordance with the Agreement or the security details of the Account; or (b) notify Us of the problem in accordance with clause 11.1.

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- 14.5 Except where You or the Additional Cardholder have acted fraudulently, You will not be liable for any losses incurred in respect of an unauthorised transaction: (i) which occurs after Your notification to Us; or (ii) where You or the Additional Cardholder have used the Card in a distance contract, for example, for an online purchase.
- 14.6 If Our investigations show that any disputed transaction was authorised by You or the Additional Cardholder, You or the Additional Cardholder may have acted fraudulently or with gross negligence, We may reverse any refund made and You will be liable for all losses We suffer in connection with the transaction including but not limited to the cost of any investigation carried out by Us in relation to the transaction. We will give You reasonable notice of any reverse refund. We will charge you a Failed Chargeback Fee if a disputed transaction is investigated and it is established that the money in question was correctly deducted from your Available Funds.
- 14.7 In case of incorrectly executed transactions (or failure to execute transactions) initiated by You as payer, We will be liable to You unless we can prove that the payee's payment service provider received the correct amount and beneficiary details on time, in which case the payee's payment service provider will be liable. On Your request, We will make immediate efforts to trace the transaction and notify You by email of the outcome of Our efforts. In the case of incorrectly executed payment transactions (or failure to execute transactions) initiated by the payee, We are liable where the payee's payment service provider correctly transmitted the payment order to Us. Where We are liable to You in accordance with this clause 14.7, We will, without undue delay, refund the amount of the incorrectly executed transaction and, where applicable, return Your Available Funds to the position they would have been in had the incorrectly executed transaction not taken place, provided that You have notified us without undue delay in accordance with clause 14.1.
- 14.8 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Available Funds and therefore unavailable for use – We refer to this as a "hanging authorisation" or "block". In these cases, You will need to contact Our Customer Service team in accordance with clause 15 and present relevant evidence to show that the transaction has been cancelled or reversed.
- 14.9 In certain circumstances, We may refuse to complete a transaction that You or the Additional Cardholder have authorised. These circumstances include:
- 14.9.1 if We have reasonable concerns about the security of Your Account or We suspect Your Card(s) is/are being used in a fraudulent or unauthorised manner;
- 14.9.2 if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that We receive notification of the transaction;
- 14.9.3 if there is an outstanding shortfall on the balance of Your Account;
- 14.9.4 if We have reasonable grounds to believe You or the Additional Cardholder are acting in breach of this Agreement;
- 14.9.5 if there are errors, failures (mechanical or otherwise) or refusals by retailers, payment processors or payment schemes processing transactions; or
- 14.9.6 if We are required to do so by law.
- 14.10 Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You in accordance with clause 14.9 above, We will notify You as soon as reasonably practicable that it has been refused and the reasons for the refusal, together where relevant, with the procedure for correcting any factual errors that led to the refusal, where the refusal is reasonably justified.
- 14.11 We may suspend Your Card(s), in which case You will not be able to use it for any transactions, if We have reasonable concerns about the security of Your Account or We suspect Your Card(s) is/are being used in a

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fraudulent or unauthorised manner. We will notify You of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate, issue a new Card(s) free of charge as soon as practicable once the reasons for the suspension cease to exist.

- 14.12 You may claim a refund for a transaction that You or the Additional Cardholder authorised provided that:
- 14.12.1 Your or the Additional Cardholder's authorisation did not specify the exact amount when You consented to the transaction; and
- 14.12.2 the amount of the transaction exceeded the amount that You or the Additional Cardholder could reasonably have expected it to be taking into account the previous spending pattern on the Card, the Agreement and the relevant circumstances.

Such a refund must be requested from Our Customer Services team within 8 weeks of the amount being deducted from the Account. We may require You to provide Us with evidence to substantiate Your claim. Any refund or justification for refusing a refund will be provided within 10 business days of receiving Your refund request or, where applicable, within 10 business days of receiving any further evidence requested by Us. Any refund shall be equal to the amount of the transaction. Any such refund will not be subject to any fee.

**15. CUSTOMER SERVICES**

- 15.1 Our Customer Services team are normally available from 9am to 5pm, Sunday to Thursday. During these hours We will endeavour to resolve all enquiries immediately, however please note that certain types of enquiry can only be resolved during normal business hours. You can contact Our Customer Services team by the following methods:
- Telephoning 03-5410410
  - Emailing [cs@pre-pay.co.il](mailto:cs@pre-pay.co.il)
- 15.2 Our business opening hours are Sunday to Thursday, 9am to 5pm. Correspondence received after the close of business on a particular day will be treated as having arrived on the following Business Day.
- 15.3 If You are not satisfied with any element of the service You receive, any complaints should be made to Our Customer Services team using the contact details in clause 15.1 above. Calls may be monitored or recorded for service improvement purposes.
- 15.4 We do everything we can to make sure You receive the best possible service. However, sometimes we don't get things right. If You are not happy with how Your complaint has been managed by Our Customer Services team and You wish to escalate Your complaint, please forward Your complaint to IDT Financial Services, 57-63 Line Wall Road, Gibraltar. Email address: [complaints@idtfinance.com](mailto:complaints@idtfinance.com).
- 15.5 If you are still unhappy after going through the IDT complaints procedure, the complainant is given the option to contact to the Israel consumer Council for further investigation (<http://www.consumers.org.il>).

**16. LIMITATION OF LIABILITY**

- 16.1 None of the organisations described in clauses 1.2 and 1.3 will be liable for:
- 16.1.1 any fault or failure relating to the use of the Account that is a result of abnormal and unforeseeable circumstances beyond Our control which would have been unavoidable despite all Our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;
- 16.1.2 the goods or services that You or the Additional Cardholder purchase with Your Card;
- 16.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses; or

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16.1.4 any acts or omissions that are a consequence of Our compliance with any national or European Union law.

In any event the liability of the organisations described in clauses 1.2 and 1.3 will be limited to the balance of the Account at the time that the event occurs.

16.2 In addition to the limitations set out in clause 16.1, Our liability shall be limited as follows:

16.2.1 where Your Card is faulty due to Our fault, Our liability shall be limited to the replacement of the Card or repayment to You of the Available Funds; or

16.2.2 where sums are incorrectly deducted from Your Account other than by means of a faulty payment order execution or failure to execute a payment order, but due to Our fault, Our liability shall be limited to payment to You of an equivalent amount.

16.3 In all other circumstances of Our default, Our liability will be limited to repayment of the amount of any Available Funds.

16.4 Nothing in this Agreement shall exclude or limit any regulatory responsibilities We have, which We are not permitted to exclude or limit or Our liability for death or personal injury.

16.5 Where You are liable for losses arising from unauthorised transactions under the terms of this Agreement, We will take all reasonable and necessary steps to recover any loss from You, and there shall be no maximum limit to Your liability except where relevant laws or regulations impose such a limit. This means You and the Additional Cardholder should take care of the Card(s) and the security details and act responsibly, or You may be held liable.

16.6 The Gibraltar Deposit Guarantee Scheme or other similar law does not apply to Your Account. This means that in the unlikely event that IDT Financial Services Limited became insolvent, Your Account may become unusable and any funds associated with Your Account may be lost. By using the Card(s) associated with Your Account and by entering into this Agreement You are indicating that You understand and accept these risks.

16.7 As a responsible e-money issuer We take the security of Your money very seriously. Your funds are held in a secure client account, specifically for the purpose of redeeming transactions made via Your Card. In the unlikely event of any insolvency, funds that have reached Our account will be protected against claims by creditors. For any further explanations or information on this subject please contact Our Customer Services team.

**17. YOUR PERSONAL INFORMATION**

17.1 We collect certain information about You in order to operate the Card programme, including details of transactions and actions performed in the Card. IDT Financial Services Limited and other third parties in its behalf are Data Controllers of Your personal data, and will manage and protect Your personal data in databases, including, in accordance with Data Protection Law of 1981 and the regulations promulgated thereunder.

17.2 We may transfer Your personal data outside of Israel to where necessary to provide Our services to You, such as customer service, account administration, financial reconciliation, or where the transfer is necessary as a result of Your request, such as the processing of any international transaction. Our commercial partners may also use the data for marketing purposes and for approaching you with marketing offers. When We transfer personal data outside of Israel, We will take steps to ensure that Your personal data is afforded substantially similar protection as personal data processed within Israel. Please be aware that not all countries have laws to protect personal data in a manner equivalent to that of Israel. Your signature herein and your use of Our products and services will indicate to Us that You agree to the transfer of Your personal data outside of Israel. Your personal information may be also stored in our databases abroad, in the European Economic Area and in the US. If You withdraw Your consent to the processing of Your personal data or its transfer outside of Israel,

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which You can do by notifying us using the contact details in clause 15.1. We will not be able to provide Our services to You. Therefore, such withdrawal of consent will be deemed to be a termination of the Agreement.

You are aware that You do not have any legal obligation to give information, and giving the information is subject to Your personal desire and consent to do so.

- 17.3 Unless You have provided Your explicit permission, Your personal data will not be used for marketing purposes by Us or Our commercial partners (unless You have independently provided Your consent to them directly), nor will it be shared with third parties unconnected with the Card scheme.
- 17.4 You have the right to request details of the personal information that is held about You, and You may receive this by writing to Us to the contact details in clause 15.1. Where legally permitted, We may charge for this service.
- 17.5 Please refer to our Privacy Policy at [www.pre-pay.co.il/He/Privacy-and-terms](http://www.pre-pay.co.il/He/Privacy-and-terms) for full details, which You accept by accepting the Agreement.

**18. CHANGES TO THE AGREEMENT**

- 18.1 Subject to the rest of this clause 18 this Agreement may be changed or amended by Us at any time for legal, regulatory, commercial or security reasons, or to enable the proper delivery of or to improve the delivery of the Card scheme, or for any other reasons.
- 18.2 If any changes are made, they will be publicised on Our Website 2 months before the changes take effect (unless the law requires or permits Us to make a more immediate change or in the event of a change to an exchange rate). Copies of the most up-to-date version of the Agreement will be made available on Our Website at all times and will be sent to You by email upon request free of charge at any point during the Agreement.
- 18.3 We will also notify You of any change to the Agreement by email 2 months in advance. You will be deemed to have accepted the change if You do not notify Us otherwise prior to the date the change takes effect and continue to use the Card. If You do not accept the change, You may end this Agreement immediately and free of charge before the expiry of the 2-month notice.

**19. LAW AND COURTS**

Israeli law applies to this Agreement and to Our dealings with You and You will be subject to the non-exclusive jurisdiction of the Israeli courts

**20. ASSIGNMENT**

We may assign the benefit and burden of this Agreement to another company at any time by giving You 2 months' notice of this. If We do this, Your rights will not be affected.

**21. SEVERANCE**

If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.

**22. FEES, LIMITS AND CHARGES**

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22.1 The fees and charges associated with this Account form an integral part of this Agreement. For the fees, please see below:

	EUR	USD	NIS
<b>Card Activation and Periodic Fees</b>			
Initial Card Fee Paid with Registration	10.5	13.0	45.0
Card Activation Fee			
Additional Card Fee	10.5	13.0	45.0
Dormancy Fee <i>(can be charged following 4 months or more without transaction or load activity on the card during the card term)</i>	4.5	6.0	19.9
Expired Card Management Fee <i>(can only be charged 13 months post expiry and must be non-profiting making)</i>			
<b>Card Loading Fees</b>			
By bank transfer <i>(If credit/debit card loading is allowed, please follow requirements detailed under row 12 - credit/debit card load)</i>	2% (Min 2 EUR)	2% (Min 2 USD)	2% (min. 7 NIS)
By cash or voucher <i>(If credit/debit card loading is allowed, please follow requirements detailed under row 12 - credit/debit card load)</i>	2% (Min 2 EUR)	2% (Min 2 USD)	2% (min. 7 NIS)
By credit/debit card <i>( cannot charge higher fees than other load channels available. Cannot surcharge, fee must only cover costs incurred)</i>	2% (Min 2 EUR)	2% (Min 2 USD)	2% (min. 7 NIS)
<b>SMS Transactions (If applicable to the programme)</b>			
SMS Forgot PIN			
SMS Card2Card Transfer			
SMS Balance Inquiry			
SMS Card Lock/Card Unlock - Courtesy Service			
SMS Transaction Notification			
<b>IVR Transactions (If applicable to the programme)</b>			
Forgot PIN			
Balance Enquiry <i>(can only be charged if there is free access to balance information by another method)</i>			
<b>ATM transactions</b>			
ATM Domestic Withdrawal	1.1	1.4	5.0
ATM International Withdrawal	2.7	3.4	12.0
ATM Balance Inquiry <i>(can only be charged if there is free access to balance information by another method)</i>	0.5	0.6	2.0
ATM Decline <i>(a fee may be applied but must be reasonable and proportionate to the actual costs incurred.)</i>	0.5	0.6	2.0

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FX Charge for International ATM Use <i>(must be displayed to the cardholder/e-wallet holder in the monthly statement, transaction history and, if applicable, SMS payment notification.)</i>	2.5%	2.5%	2.5%
<b>POS transactions</b>			
POS Domestic Transaction	0.5% of the transaction, (Min 0.25)	0.5% of the transaction, (Min 0.30)	0.5% of the transaction, (Min 1.00)
Card to card	0.5% of the transaction, (Min 0.25)	0.5% of the transaction, (Min 0.30)	0.5% of the transaction, (Min 1.00)
POS International Transaction	2.50%	2.50%	2.50%
Minimum fee POS international	0.50	0.5	1.5
POS Domestic Decline <i>(a fee may be applied but must be reasonable and proportionate to the actual costs incurred.)</i>	0.5	0.5	0.75
POS International Decline <i>(a fee may be applied but must be reasonable and proportionate to the actual costs incurred.)</i>	1.0	1.0	1.5
FX Charge for International Transactions <i>(must be displayed to the cardholder/e-wallet holder in the monthly statement, transaction history and, if applicable, SMS payment notification.)</i>	3%	3%	3%
<b>Administrative Transactions</b>			
Card replacement fee - lost and stolen <i>(Fee should be capped at the cost of the replacement card. IDTFS policy limit this fee to a maximum cap of £4.95 or local currency equivalent)</i>	6.0	7.0	25.0
Card replacement fee - expired validity	6.0	7.0	25.0
PIN Change			
Account closure <i>(can only be charged during the first six months following activation of the prepaid card. Any charge applied must be reasonable and be no more than the actual cost incurred for closure)</i>	6.0	7.0	25.0
Customer Funds Refund <i>(can only be charged during the card term or from 13 months post expiry - should not be profit making)</i>	6.0	7.0	25.0
<b>Miscellaneous Fees</b>			
Chargeback processing	14.0	17.0	60.0
Upgrade Fee <i>(for upgrade from SDD to FDD, if applicable)</i>			

For any questions or clarification about any fees and/or charges, you can contact Our Customer Services team as detailed in clause 15 or by emailing to [cs@pre-pay.co.il](mailto:cs@pre-pay.co.il) We will be entitled to update, from time to time, the fees set out above on provision of two months' notice by email and by notice of change provided on Our Website. If You



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continue to use the card after the two months' notice period, it will be deemed that You have accepted the update of the fees.

22.2 Limits may apply to the use of Your Card. For details of applicable limits, please see below:

The new limits will be controlled starting 04/12

<b>Standard Level</b>	
<b>LOADING YOUR CARD</b>	
Annual Load Limit	62,500 ILS
Maximum Daily Load Limit (Through WEBPOS – Point of sell)	10,400 ILS
Maximum Monthly Load Limit (Through WEBPOS – Point of sell)	62,500 ILS
Maximum Balance	52,000 ILS
Maximum Monthly Account to Account Transfer Limit	6,000 ILS
<b>USING YOUR CARD</b>	
Transaction Limit	4,000 ILS
Maximum Accumulated Daily Point of Sale Transactions Limit	4,000 ILS
Maximum Four Day Accumulated Point of Sale Transactions Limit	4,000 ILS
Maximum Cash Withdrawal Limit	2,000 ILS
Maximum Accumulated Daily Cash Withdrawal Limit	2,000 ILS
Maximum Four Day Accumulated Cash Withdrawal Limit	4,000 ILS

<b>Enhanced Level</b>	
<b>LOADING YOUR CARD</b>	
Annual Load Limit	104,000 ILS
Maximum Daily Load Limit (Through WEBPOS – Point of sell)	15,000 ILS
Maximum Monthly Load Limit (Through WEBPOS – Point of sell)	104,000 ILS
Maximum Balance	52,000 ILS
Maximum Monthly Account to Account Transfer Limit	8,000 ILS

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<b>USING YOUR CARD</b>	
Maximum Point of Sale Transaction Limit	6,000 ILS
Maximum Accumulated Daily Point of Sale Transactions Limit	6,000 ILS
Maximum Four Day Accumulated Point of Sale Transactions Limit	6,000 ILS
Maximum Cash Withdrawal Limit	2,000 ILS
Maximum Accumulated Daily Cash Withdrawal Limit	2,000 ILS
Maximum Four Day Accumulated Cash Withdrawal Limit	4,000 ILS

22.3 You should be aware that other taxes or costs may exist that are related to the Account and Card use but are not paid via Us or imposed by Us.

22.4 It is clarified that the settlement amount (i.e. the amount actually loaded on to the Account) is the amount after deduction of applicable fees and possible currency conversions). The details of all such fees and currency conversions shall be included in Your transaction history available online. Should You have any queries about the fees and charges, please contact Us or the Company using the details in clause 15.

Signature: \_\_\_\_\_