

Cash Passport Overseas Business Currency Card

Terms and Conditions for purchase of pre-paid cards for use by the purchaser's employees

Name of company whose principal place of business is at
..... **(Corporate Customer) agrees to be bound by and to comply with these Terms and Conditions** Authorized signatory on behalf of the Corporate Customer:
..... Print name:
..... Title:
..... Date:

1. In these Terms and Conditions:

Activate and Activation means the activation of the Card to enable an Authorized Person to use the Card;

Agent means any branch of the business from which the Corporate Customer purchased the Cards which participates in the Cash Passport program;

Authorized Person means an individual engaged by the Corporate Customer who requires a Card for the purposes of accessing funds in connection with the Corporate Customer's business;

ATM means an automated teller machine;

Card means each prepaid debit card (or any replacement) issued by and belonging to Travelex, loaded in freely convertible foreign currency (as defined in the applicable regulations by the Central Bank of Brazil) and supplied to the Corporate Customer. References to the Card include the card details, Security Details and PIN;

Card Life means a period commencing on Activation of the Card and expiring on the date printed on the Card;

Card Services means any services provided by Travelex in connection with the Card.

Corporate Control means an online platform made accessible to the Corporate Customer which allows for the loading, reloading and cashing out of Cards with funds prepaid by the Corporate Customer;

Customer Services means the Interactive Voice Response System (IVR) and call center accessible using the Security Details by a Corporate Customer and to a limited extent by an Authorized Person, available twenty-four (24) hours a day on the telephone number(s) provided;

Data Protection Legislation means all applicable data protection legislation and regulations;

MyAccount means the internet site at www.cashpassport.com, which gives access to the Corporate Customer's Cards using the Security Details;

Personal Information is the information relating to Authorized Persons that Travelex may collect from the Corporate Customer when Travelex Provides the Corporate Customer with the Card Services including any application form and the information given in the Questionnaire, correspondence, e-mails, telephone calls, internet communications and the transactions on the various Cards;

PIN means the personal identification number used by an Authorized Person to access some of the Card Services;

Questionnaire means the questionnaire completed in connection with the Corporate Customer's application for the Cards;

Security Details means some of the information given by the Corporate Customer regarding Authorized Persons when applying for the Cards or by the Authorized Persons during Activation or any changes made to this information;

Travelex means Travelex Card Services Limited, the issuer of the Card.

User Guide means the guidance document issued by Travelex from time to time which indicates how the Card can be used; and

2. Issuing of Cards

- 2.1 The relevant Authorized Person must sign the Card on the reverse as soon as they receive it. Travelex shall not be responsible for any loss from the time the Corporate Customer receives the Card to the point at which the Authorized Person signs the Card.
- 2.2 The Corporate Customer must ensure that Authorized Persons memorize their PIN to prevent unauthorized use of the Card. The Corporate Customer must ensure that the Authorized Persons follow the rules on Card security (see clause 10 below). The PIN issued with the Card cannot be changed.
- 2.3 The Card is the property of Travelex. Travelex may require the Corporate Customer to return the Card or suspend its use if Travelex believes there is a good reason (see clause 14.2 below) to ask for its return or to suspend it.
- 2.4 The Card is not a credit card and all use is limited to the amount loaded and standing to the credit of the relevant Card and any other limits referred to in these Terms and Conditions.
- 2.5 There is no interest payable either to the Corporate Customer or to any Authorized Person on any funds prepaid to Travelex or on the credit balance of any Card. The credit balance of a Card and any funds prepaid to Travelex do not amount to a deposit with Travelex.
- 2.6 The Corporate Customer shall: a. notify the Agent immediately in writing if any information in the Questionnaire is no longer complete and accurate in all respects; and as soon as possible thereafter b. provide the Agent with full details in writing of any change or addition that may be necessary to ensure that the Questionnaire is complete and accurate in all respects.
- 2.7 The Corporate Customer shall ensure that each Authorized Person is not provided with more than two activated unexpired Cards (one in each currency) at any one time.

3. Activation and Expiry

- 3.1 Unless the Agent advises otherwise and subject to Section 3.4, the Cards are Activated and ready to use by the Authorized Person at the time of issue to the Corporate Customer.
- 3.2 The Cards are only for use by Authorized Persons and are valid for the Card Life only.
- 3.3 A Card cannot be used after expiry of its Card Life. However, the Corporate Customer will still be able to obtain a refund of monies held on the Card, subject to any applicable fees (see clause 7 below).
- 3.4 The Corporate Customers shall prepay funds (the sum to be set by Travelex) to Travelex through the Agent. Any such prepaid funds will be held by Travelex or its nominee and may be monitored by the Corporate Customer through Corporate Control. Any Cards provided to the Corporate Customer in connection with prepaid funds will need to be activated by the Corporate Customer.

4. Use of the Card

- 4.1 The Cards may, subject to any applicable fee, be used by Authorized Persons to withdraw cash from an ATM displaying the MasterCard Acceptance mark and/or to pay for goods and services at retailers or merchants displaying the MasterCard acceptance mark. Authorized Persons may also be able to obtain cash over the counter at a bank or other financial institution.
- 4.2 The Corporate Customer shall ensure that the Authorized Persons have read and understood the User Guide and that the Cards are at all times used in accordance with the User Guide and these Terms and Conditions.
- 4.3 The Cards must not be used for any unlawful activity and the Corporate Customer shall ensure that no Authorized Person uses the Card for any unlawful activity. For the avoidance of doubt the Cards shall under no circumstances be used by anyone other than an Authorized Person.
- 4.4 When using the Card at certain merchants including bars and restaurants, for taxis and limousines and to make a telephone call, an additional amount (typically 10%-20%) is automatically added to the amount of the transaction as an anticipated service charge or tip, temporarily reducing the balance on the Card. When the Card is used to purchase gas at an automated gas pump, the Card must have a minimum balance of USD75 or currency equivalent. This is to ensure there are sufficient funds available to cover the final cost of the transaction and to reduce the risk of a negative balance arising on the Card. If the actual service charge or tip is less than the additional amount added or the spend is less than the minimum amount when purchasing gas, it may take up to seven (7) days from the date of the transaction before the difference is available to spend. Only the actual amount of the final bill agreed between you and the merchant will be deducted from the Card.
- 4.5 Certain businesses may not accept the Card as a means of pre-authorizing expenditure and the Corporate Customer should advise Authorized Persons that they should not use the Card for this purpose. If Cards are used for this purpose, some businesses (such as hotels, cruise lines and car rental companies) may pre-authorize the estimated amount of the final bill, and this amount will temporarily be unavailable. Only the actual amount of the final bill will be debited from the balance on the relevant Card.
- 4.6 Cards shall be debited immediately with the amount of each cash withdrawal or payment and any fee and will reduce the credit available on the relevant Card. Each transaction will require authorization or validation before completion.
- 4.7 Although the MasterCard Acceptance Mark may be displayed, the Card may not operate in some countries, due to restrictions. Please verify the list of countries with restrictions at www.cashpassport.com
- 4.8 If there are insufficient funds on a Card to pay for a transaction the purchase may be declined or the retailer may allow the Authorized Person to pay the balance by some other means.
- 4.9 An Authorized Person agrees to accept a credit to a Card if they are entitled to a refund for any reason for goods or services purchased using the Card.
- 4.10 Travelex cannot stop a transaction or payment once it has been authorized.
- 4.11 The ATMs and point of sale terminals are not owned or operated by Travelex and Travelex are not responsible for ensuring that ATMs and point of sale terminals will accept a Card.
- 4.12 Corporate Customers will, and Corporate Customers shall ensure that each Authorized Person will comply with all laws and regulations (including any foreign exchange controls) in respect of a Card in the country of purchase and/or use.

5. Card Limits

- 5.1 Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited (in some countries) by regulatory controls. By purchasing the Cards, the Corporate Customer agrees to each Card purchased being subject to these limits and the Corporate Customer waives any rights it may have to request the full outstanding balance held on a Card to be withdrawn via an ATM.
- 5.2 There are limits on: a. the amount that can be loaded onto a Card at any one time; and b. the total amount that can be loaded onto a Card during the Card Life.
- 5.3 The above limits (together with other limits on the use of a Card) are set out in the table at the end of these Terms and Conditions.

6. Card Balances

- 6.1 Until the expiry of a Card funds can be added to the credit of a Card through the Agent or through Corporate Control where funds have been prepaid to Travelex, subject in each case to certain limits (see clause 5) and subject to fees (see clause 7). The foreign exchange rate used for placing of funds on the Card through an Agent is determined by the Agent. There may be a delay in adding or removing funds from the credit of a Card through Corporate Control.
- 6.2 Authorized Persons have limited access to the Card through Customer Services or MyAccount in order to: (i) change some personal details; or (ii) check the balance.
- 6.3 Authorized Persons can check the last five (5) transactions through Customer Services or all transactions from MyAccount.
- 6.4 Balance enquiries may be possible at some ATMs although availability is dependent on the country and the ATM used. There may be a fee payable for balance enquiries.

- 6.5 If an ATM displays a balance on a Card in a currency other than the currency of the relevant Card the exchange rate applied may be different to that of Travelex and minor discrepancies can arise. An accurate balance can be obtained via Customer Services or via MyAccount.
- 6.6 Information sent over the internet may not be completely secure and the internet and the on-line systems are not controlled or owned by Travelex and so Travelex cannot guarantee that they will function at all times and Travelex accepts no liability for unavailability or interruption.
- 6.7 A Card can only be used if it is in credit. If the Card balance drops below zero (0) following any transaction authorized by an Authorized Person, the Corporate Customer agrees to repay any resulting debit balance to Travelex within thirty (30) days of request. A fee may also be payable if a Card becomes overdrawn.
- 6.8 If Travelex notices an error in respect of a Card that is Travelex's fault, then the error will be corrected within seven (7) days of Travelex becoming aware of the error.
- 6.9 If the Corporate Customer notices or becomes aware of any error in any transaction carried out using a Card then it must notify Travelex immediately at Customer Services. Travelex may request that a Corporate Customer or any Authorized Person provide additional written information concerning any error.
- 6.10 Provided that a Corporate Customer and any Authorized Person have complied with Travelex's reasonable requests for information then Travelex will correct the error if it is Travelex fault or any of Travelex's service providers' fault. If Travelex decides it is not its fault the Corporate Customer will be notified in writing or by e-mail as soon as this decision is made.
- 6.11 Travelex normally re-credit a Card within ten (10) days, although there may be a delay whilst investigations are completed.

7. Fees and Foreign Currency Transactions

- 7.1 A fee and/or a commission may be charged when additional funds are loaded on to a Card or when funds are prepaid to Travelex.
- 7.2 For each withdrawal made from an ATM Travelex will charge a fee. Some ATM operators may also charge an additional fee that will be deducted from the balance of the relevant Card. Not all ATM operators advise of this additional fee or the amount of the fee before money is withdrawn from their ATM.
- 7.3 A fee may be charged for a replacement Card.
- 7.4 If a Card transaction or ATM withdrawal is made in a currency other than that loaded on a Card the amount will be converted into the currency of that Card. The exchange rate used for the conversion is the wholesale market rate or the government mandated rate (as determined by MasterCard) in effect at the time the transaction is processed, increased by 5.5% (the FX margin).
- 7.5 There may be a fee payable if the Corporate Customer asks Travelex to close a Card (see clause 8 below) or if the Corporate Customer requests a return of funds prepaid to Travelex.
- 7.6 In the event of a Card having a negative balance, the Corporate Customer shall pay Travelex immediately on demand the debit balance and the Corporate Customer will be charged the negative balance administration fee.
- 7.7 All fees for the use of a Card are set out in the table at the end of these Terms and Conditions and will be debited from the balance of the relevant Card.

8. Closing a Card and Return of Prepaid Funds

- 8.1 A Card continues until Travelex decides to close it in accordance with these Terms and Conditions or if the Corporate Customer asks Travelex to close it, even if the Card has expired.
- 8.2 The Corporate Customer may close a Card at any time through the Agent (up to expiry of the Card) or Customer Services (after expiry of the Card) and Travelex will arrange for payment by the Agent of any credit balance or will send the Corporate Customer any credit balance in the currency of the Card subject to a fee (if the balance is less than the fee Travelex will waive the remainder of the fee).
- 8.3 If a Corporate Customer experiences any difficulty in closing a Card through the Agent then it should contact Customer Services.
- 8.4 If a Card has expired and there is no credit balance on the relevant Card following the debit of any applicable fees Travelex will automatically close the Card.
- 8.5 Once a Card has closed, the Corporate Customer must destroy the Card or ensure that the Authorized Person does so.
- 8.6 The Corporate Customer may request a return of funds prepaid to Travelex through the Agent and Travelex or its nominee will arrange for payment by the Agent of any credit balance.

9. Card Security

- 9.1 The Corporate Customer shall, and it shall procure that all Authorized Persons shall, keep the Card, the Security Details and any PIN safe and secure by:
- never allowing anyone other than the designated Authorized Person to use a Card;
 - not interfering with any magnetic stripe or integrated circuit on the Card;
 - not giving the Card number to any unauthorized person;
 - not writing the PIN on the Card;
 - not carrying the PIN with the Card;
 - not recording any PIN where it may be accessed by other people;
 - not giving a PIN to anyone else including the police and/or Customer Services or the Agent's employees;
 - not giving any Security Details to any unauthorized person;
 - complying with any reasonable instructions given by Travelex about keeping the Card and any Security Details safe and secure.
- 9.2 The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, the Corporate Customer or the Authorized Person should contact Customer Services. There may be a twenty-four (24) hour delay in reactivating the PIN for ATM

- use. Once disabled, the PIN may not be available for use at merchants and the Authorized Person will subsequently be required to sign for any transactions at the merchant provided that this is supported and acceptable to the merchant.
- 9.3 If Traveler or the Agent makes funds available to an Authorized Persons under these Terms and Conditions, they may be required to provide and/or verify certain Security Details.
- 10. Loss, theft and misuse of Cards**
- 10.1 If a Card is lost or stolen, likely to be misused or the Corporate Customer or any Authorized Person suspects that someone else may know the PIN or Security Details the Corporate Customer shall procure that use of the Card ceases immediately and Customer Services shall be notified forthwith. Traveler will suspend the relevant Card to prevent further use.
- 10.2 The Corporate Customer and any Authorized Person may be required to confirm details of the loss, theft or misuse to Traveler or the Agent in writing. The Corporate Customer shall ensure that Authorized Persons comply with all reasonable requests in respect of this.
- 10.3 The Corporate Customer shall ensure that Authorized Persons shall assist Traveler and the police in any enquiries and attempts to recover a lost or stolen Card.
- 10.4 If any lost Card is subsequently found the Corporate Customer must ensure that it is not used unless Customer Services confirm to the Corporate Customer that it may be used.
- 10.5 All disputed (including fraudulent) transactions must be notified to Traveler immediately. The Corporate Customer shall procure that as soon as possible following such notification the affected Authorized Person completes and signs a dispute form as prescribed by Traveler. The form must then be countersigned by the Corporate Customer and immediately forwarded to Traveler.
- 10.6 Subject to receipt of the dispute form as set out above, Traveler shall use reasonable endeavors to process a chargeback for a disputed transaction and if successful will place an appropriate credit on the Card. For the avoidance of doubt if no chargeback right exists or if the chargeback is unsuccessful for any reason no credit will be placed on the Card.
- 10.7 Subject to receipt of a dispute form as set out above, if the disputed transaction is a fraudulent transaction Traveler shall, notwithstanding the above, credit the Card provided that the relevant Authorized Person has at all times safeguarded their Card and has done so in accordance with the User Guide and all other security requirements notified by Traveler from time to time.
- 11. Liability for lost, stolen, damaged and misused Cards**
- The Corporate Customer shall be liable for **ALL** losses if:
- 11.1 any Card is misused with the Corporate Customer's consent or that of any Authorized Person; or
- 11.2 the Corporate Customer or any Authorized Person has been negligent, including failing to follow the Card security rules (see clause 10 and clause 2.1); or
- 11.3 the Corporate Customer or any Authorized Person has acted fraudulently.
- 12. Replacement Cards and emergency cash**
- 12.1 If a Card is lost, stolen or damaged the Corporate Customer can request a replacement by attending in person at the Agent. Prior to the issue of a replacement the Corporate Customer shall be asked to produce proof of identification.
- 12.2 If the Authorized Person is unable to attend a branch of the Agent then the Authorized Person can contact Customer Services and request emergency funds to be made available to them from various authorized outlets. This emergency service is subject to:
- satisfactory fulfillment of Customer Services' identification and verification requirements in respect of the Corporate Customer and the Authorized Person; and
 - any relevant security policies and procedures followed by Traveler; and
 - there being sufficient funds available on the balance of the Card. When emergency funds are sent to an Authorized Person, the balance of the relevant Card is reduced by the amount of the emergency funds sent by Traveler.
- 12.3 Traveler accepts no responsibility for any unsuccessful and untimely receipt in whole or part of any funds sent to Authorized Persons and the Corporate Customer: fully authorizes Traveler to deal with funds on Cards as envisaged under this clause 13; and shall be responsible for all losses, liabilities and claims that may arise out of or in connection with this clause 13.
- 13. Ending of this agreement**
- 13.1 The Corporate Customer may end this agreement at any time by writing to or e-mailing Traveler and requesting that all Cards are closed (see clause 8 above).
- 13.2 Traveler may ask for the return of all or any relevant Cards, cancel or suspend their use and/or end this agreement if:
- Traveler thinks that a Card has been or is likely to be misused;
 - the Corporate Customer breaches any of these Terms and Conditions;
 - any Authorized Person fails to use the Card in accordance with the User Guide;
 - Traveler suspects any illegal use of the Card;
 - the Corporate Customer or the Agent gave false or inaccurate information when the Card or Cards were applied for;
 - Traveler deems, at its own discretion, that any response in the Questionnaire is not or is no longer satisfactory for any reason or if Traveler has received a notification or have been provided with information under clause 2.6.
- 13.3 Traveler may end this agreement for any other reason by giving the Corporate Customer at least thirty (30) days' notice.
- 14. Changing the terms**
- 14.1 Traveler may change these Terms and Conditions (including bringing in new terms, changes in the fees and the services Traveler offer) at its own discretion by giving the Corporate Customer at least thirty (30) days notice by letter or by e-mail to the contact details the Corporate Customer has provided.
- 14.2 Traveler may change these Terms and Conditions without notice in order to comply with any government, state or federal regulators or laws or any court order applicable to the Card and/or any requirements imposed upon the Card by MasterCard.

15. Personal Information (important information about privacy)

- 15.1 By purchasing the Card the Corporate Customer consents to Travelex processing Personal Information under these Terms and Conditions.
- 15.2 In respect of Personal Information that is passed on to Travelex, in particular Personal Information relating to Authorized Persons, the Corporate Customer shall comply in all respects with Data Protection Legislation.
- 15.3 The Corporate Customer must notify Travelex immediately of any change to personal details by contacting Customer Services or the Agent. Travelex shall not be responsible if the Corporate Customer does not receive any notice or correspondence that has been sent to the contact details the Corporate Customer has provided.
- 15.4 The Corporate Customer shall be required to provide information to Travelex or its Agents (including evidence of identity) when purchasing Cards or adding additional funds to Cards.
- 15.5 Travelex will take all reasonable precautions to keep Personal Information secure and protect it under its security policies and procedures.
- 15.6 Personal Information may be disclosed by Travelex to third parties to enable Travelex to provide the Card Services, to monitor compliance with these Terms and Conditions and for anti-money laundering, detection of crime, legal compliance and fraud prevention purposes. Travelex may also disclose Personal Information to collection agencies and lawyers in the event that Travelex seeks to recover any monies that the Corporate Customer owes.
- 15.7 Personal Information will be shared with service providers of Travelex, but only to the extent necessary for those parts of the Card Services they are contracted to provide and they are not allowed to use it for any other purpose.
- 15.8 Personal Information will not be shared or used for any other purpose except as stated above unless Travelex is required or permitted to do so, as a result of any government laws and regulations, by a court order or by any business or persons to whom Travelex transfers its rights and obligations under this agreement.
- 15.9 Travelex will continue to keep such Personal Information as is necessary after the expiry of Cards or closure of the Cards on the same terms as are set out above.
- 15.10 To aid Travelex in the provision of the Card Services, in the interests of security, to help maintain and to improve the service telephone calls may be recorded and/or monitored.

16. Liability

- 16.1 Subject to clause 17.2, Travelex shall not be liable to the Corporate Customer in respect of any losses the Corporate Customer or any third party may suffer in connection with or arising from the Card, except where such losses are due to a breach by Travelex of these Terms and Conditions or due to its negligence. In particular, Travelex will not be liable to the Corporate Customer for any loss due to:
- a. any of the Corporate Customer's or where relevant the Authorized Persons' instructions not being sufficiently clear;
 - b. any failure by the Corporate Customer or where relevant the Authorized Person to provide correct information;
 - c. any failure due to events outside its reasonable control;
 - d. any system failure or industrial dispute outside its control;
 - e. any ATM or retailer refusing to or being unable to accept any Card;
 - f. the way in which any refusal to accept a Card is communicated to either the Corporate Customer or to the Authorized Person;
 - g. any indirect, special or consequential losses;
 - h. any infringement by the Corporate Customer or an Authorized Person of any laws or regulations related in any way to the Card in the country where a Card was issued or used;
 - i. taking any action required by any government, federal or state law or regulation or court order;
 - j. anything specifically excluded or limited elsewhere in these Terms and Conditions (including the circumstances set out in clauses 12 and 13).
- 16.2 Nothing will limit the liability of Travelex to the Corporate Customer for death or personal injury arising out of its negligence or its fraudulent misrepresentation or misstatement or insofar as any limitation or exclusion of liability is prohibited by law.

17. Third Party Rights

Except for any party referred to in Clause 19 below, nothing in these Terms and Conditions will confer on any third party (including any Authorized Person) any benefit or the right to enforce any terms of this agreement.

18. Transferring rights

Travelex may assign any of its rights and obligations under this agreement to any other person or business, subject to such party continuing the relevant obligations in these Terms and Conditions.

19. Law and Jurisdiction

This Agreement will be governed by, and construed in all respects in accordance with the laws of the Federal Republic of Brazil. Any Proceedings are subject to the exclusive jurisdiction of the courts of the City of São Paulo, State of São Paulo.

Contact Details

If the Corporate Customer has a question with regard to the service, or if the Corporate Customer believes an error has been made regarding any of its Cards please contact Customer Services by telephone on the number(s) provided in the accompanying User Guide, e-mail cardservices_prepaid@mastercard.com or write to Card Services, Access House, Cygnet Road, Hampton, Peterborough, PE7 8FJ, England.

The fees and limits applicable to the Cards are as follows:

Fees and Limits	Frequency	US \$	EU €
Card Fee (per Card activated)	Per Card	Determined by Agent	Determined by Agent
Load fee	Per transaction	Determined by Agent	Determined by Agent
Reload fee	Per transaction	FREE	FREE
ATM fee*	Per transaction	2.50	2.50
Point of sale transaction fee*	Per transaction	FREE	FREE
Over the counter cash advance fee	Per transaction	10.00	10.00
Minimum value that can be loaded or reloaded onto a Card at any one time		100.00	85.00
Maximum card balance at any time		50,000	30,000
Maximum value that can be loaded onto a Card at one time		50,000	30,000
Maximum amount that can be loaded onto a Card during any 12 month period		Set per corporate	Set per corporate
Maximum amount that can be withdrawn from ATMs per 24 hours		1,500.00	1,000.00
POS cash advance ** / Over the Counter*** cash advance limit per 24 hours		250.00	150.00
Maximum Cards which can be assigned to any one Authorized Person		1	1

Negative balance administration fee	2.50	2.50
FX Margin on use	5.50%	5.50%

*Some cash machine operators and merchants may charge an additional fee or set their own withdrawal limits.

** The maximum value of cash advance which can be obtained from a merchant in conjunction with a POS purchase.

*** "Over the Counter" transactions are cash advance transactions which are not conducted in conjunction with a POS purchase.

Cash Passport™ is issued by Travelex Card Services Limited, pursuant to license by MasterCard® International Inc. MasterCard is a registered trademark of MasterCard International Incorporated.