Supplementary Terms and Conditions for the World Card

1. These Supplementary Terms and Conditions

1.1. These Supplementary Terms govern the use of World Cards.

1.2. These Supplementary Terms supplement, and form part of, the World Account Terms.

1.3. Cardholders can obtain a copy of the latest version of these Supplementary Terms by contacting World First using the contact details available on the World First website or by downloading them from the World First website.

1.4. By applying for, or using, the World Card, a Cardholder confirms that they accept and agree to these Supplementary Terms in their current form, as published on the World First website, and that the World Account Terms will be supplemented as set out in these Supplementary Terms with immediate effect.

1.5. Capitalised terms used in these Supplementary Terms shall have the meanings given to them in the World Account Terms unless otherwise defined in clause 16 below.

1.6. Where a Cardholder holds more than one World Card, references to "World Card" herein refer to each of their World Cards.

1.7. Any breach of these Supplementary Terms will constitute a breach of the World Account Terms.

1.8. In the event of a conflict between these Supplementary Terms and the World Account Terms, these Supplementary Terms shall prevail.

1.9. World First may amend these Supplementary Terms from time to time by giving no less than two (2) months' notice describing the relevant amendment(s). Notice of changes will be given in accordance with clause 20 of the World Account Terms.

1.10. Notwithstanding clause 1.9, amendments that (a) make these Supplementary Terms more favourable to Cardholders and/or (b) are required by applicable Laws, shall come into effect immediately.

2. The World Card

2.1. A World Card may only be used to make payments for transactions directly related to business activities.

2.2. Each World Card issued to a Cardholder is linked to the Relevant World Account and a Cardholder can only make a Card Payment provided that there are enough funds in the Relevant World Account to support such Card Payment, including any applicable fees and/or any foreign exchange costs.

2.3. Cardholders can use their World Card to make Card Payments online or in person.

2.4. If the value of a proposed Card Payment is greater than the balance in the Relevant World Account, the proposed Card Payment will be declined.

2.5. No credit will be provided or offered in connection with a World Card, however, a World Card may be accepted as a credit card with a zero-credit line by vendors, service providers or other third parties. Whilst the World Card may be accepted as such, this does not change how Card Payments are made (as set out in clause 4) nor does this constitute the provision of credit.

2.6. A World Card may be issued in the form of a virtual card or a physical card.

2.7. Cardholders must not use a World Card:

2.7.1. for personal transactions or on behalf of other third party businesses;

2.7.2. for or in connection with any unlawful activity including but not limited to fraud, money laundering and terrorism financing;

2.7.3. in any manner that breaches these Supplementary Terms, the World Account Terms and/or applicable Laws; or

2.7.4. in connection with a Prohibited Category (as defined in Schedule 1 hereto).

2.8. Each Cardholder must notify World First promptly if they become aware or suspect that their World Card has (or may have) been used in any of the ways listed in clause 2.7.

2.9. Any Card Payment made in connection with a Prohibited Category will be declined.

3. World Card Holders

3.1. To apply for a World Card, an applicant must be (a) an Administrator or the Account Holder of a World Account that is valid, active and functioning and is not suspended, restricted or terminated or (b) an Employee.

3.2. The Account Holder or an Administrator may apply for a World Card to be issued to a Director.

3.3. To be eligible for a World Card, a Cardholder must (a) be the minimum age required by applicable Laws, (b) successfully pass World First's checks and (c) be organised or registered in a supported country, region or territory.

3.4. Subject to clause 3.7, each Cardholder may apply for more than one World Card and each issued World Card will be linked to the Relevant World Account.

3.5. These Supplementary Terms and the World Account Terms shall also apply to the use of a World Card by an Administrator and/or an Authorised Card User, and the Account Holder will ensure that each Cardholder complies with these Supplementary Terms, the World Account Terms and applicable Laws.

3.6. The Account Holder shall be responsible for, and deemed to have authorised, all Card Payments made using a World Card linked to the Relevant World Account.

3.7. World First may impose a limit on the number of World Cards that can be issued to a Cardholder or in connection with a World Account. An Administrator may impose a limit on the number of World Cards that can be issued to an Authorised Card User.

4. Card Payments

4.1. The Account Holder authorises World First to use funds from the Relevant World Account balance to settle Card Payments made by a Cardholder using a World Card linked to the Relevant World Account, including any applicable fees and/or any foreign exchange costs.

4.2. Upon a Cardholder making a Card Payment, World First will, without notice, use funds from the Relevant World Account to settle such Card Payment on behalf of the Account Holder, including any applicable fees and/or any foreign exchange costs.

4.3. World First will, without notice, use funds from the Relevant World Account to settle any liability that is due and payable to World First in connection with a Card Payment (including, but not limited to, any Card Fees).

4.4. The amount that a Cardholder can pay using a World Card is subject to Limits. These include a daily Limit, a monthly Limit and a Limit per Card Payment. The Limits are set out in the World Account portal. If a proposed Card Payment exceeds a Limit, the Card Payment will be declined. World First may amend any of the Limits at its sole discretion, from time to time. World First will provide reasonable notice prior to amending any of the Limits save where World First believes that such notice would be unlawful or contravene its internal policies. An Administrator may impose a limit on the amount that an Authorised Card User may pay using a World Card.

4.5. When a Card Payment is made, World First may receive a Transaction Notification from the relevant Payment Network. World First is authorised to treat any Transaction Notification as though it is a Card Payment made by the relevant Cardholder.

4.6. World First shall not be required to verify the authenticity, accuracy and validity of a Transaction Notification or whether it complies with any contract the relevant Cardholder has entered into with a third party in connection with such transaction.

4.7. Each Cardholder agrees that any use of their World Card constitutes their authorisation and consent to make a Card Payment.

4.8. Certain Card Payments may need to be authorised by World First. World First may require a Cardholder to provide certain information before it can authorise a Card Payment, including to confirm their identity. WorldFirst will contact the Account Holder if this is required.

4.9. World First cannot guarantee that each Card Payment will be successfully made.

5. Foreign Exchange

5.1. A World Card can be used to make payments in the currencies supported by the Payment Network. For more information, Cardholders should contact World First using the contact details set out on the World First website.

5.2. A Card Payment that is made in a currency that is already held in the Relevant World Account will be settled using funds from that currency balance in the Relevant World Account. If the value of the Card Payment is greater than the relevant currency balance in the Relevant World Account, World First will convert the full payment amount into GBP and settle the Card Payment using funds from that currency balance. If the GBP balance in the Relevant World Account is less than the payment amount, the Card Payment will be declined.

5.3. If a Cardholder makes a Card Payment in a currency that is not held in the Relevant World Account, World First will convert the relevant payment amount into a currency selected by World First which is held in the Relevant World Account at an exchange rate reasonably determined by World First on the date of the conversion. The amount of the Card Payment will then be deducted from the balance of the relevant currency balance in the Relevant World Account.

5.4. If a Cardholder is making a Card Payment in a currency that is not supported by the World Card, World First will convert the amount into a currency selected by World First that is supported by the World Card at the Payment Network's then current exchange rate. For more information regarding which currencies are supported by the World Card and the Payment Network's exchange rates, Cardholders should contact World First using the contact details set out on the World First website.

5.5. If a Cardholder receives a refund for a Card Payment in a currency already held in the Relevant World Account, World First will credit the refund to the relevant currency balance in the Relevant World Account. If a sum is refunded in a currency that is not supported by the Relevant World Account, World First will convert the refund amount into GBP at the Payment Network's then current exchange rate and then credit the refund to the GBP balance in the Relevant World Account.

6. Security

6.1. Card Details will be shown in the World Account portal. Cardholders are responsible for keeping their Card Details safe. Cardholders must not share or allow anyone else to access or use their Card Details. World First will not be liable for any loss arising in connection with any unauthorised use of a World Card due to a Cardholder's failure to keep their Card Details safe.

6.2. Each Cardholder will inform World First immediately if there is reason to believe that someone else knows their Card Details or if their Card Details have been or will be misused or stolen. In such circumstances, World First may disclose to law enforcement any information that is reasonably required to assist with any investigation.

6.3. The Account Holder will regularly review the Relevant World Account statements to check for unauthorised Card Payments and, if identified, report these to World First without undue delay.

6.4. The Account Holder agrees to establish and maintain sufficient internal controls to ensure that World Cards linked to the Relevant World Account are not issued to unauthorised parties. The Account Holder also agrees to monitor and manage which parties are authorised to issue World Cards linked to the Relevant World Account, the number of such World Cards issued and the amount that is spent using these World Cards (irrespective of the Cardholder).

7. Chargebacks and Refunds

7.1. If a Cardholder believes a Card Payment to be fraudulent or unauthorised, or if they wish to cancel or amend a Card Payment, they must contact World First as soon as possible. In any event, unauthorised Card Payments must be notified to World First no later than 13 months after the payment date.

7.2. To dispute a Card Payment, a Cardholder should provide World First with any and all information requested. World First may deny a request to dispute a Card Payment if the relevant Cardholder fails to provide any requested information within the relevant period set by the Payment Network. For more information about such period, Cardholders should contact World First using the contact details available on the World First website.

7.3. World First may choose, in its reasonable discretion, not to proceed with a chargeback in connection with a disputed Card Payment including, but not limited to, where it is not provided with sufficient information in connection with the Card Payment, not provided with requested information in a timely manner, and/or the Card Payment breaches these Supplementary Terms, the World Account Terms and/or applicable Laws.

7.4. World First cannot guarantee the time it will take to complete its investigation into, or whether the Account Holder will receive any refund in connection with, a disputed Card Payment.

7.5. The Account Holder agrees to indemnify and hold harmless World First for any and all losses, damages, actions, claims and liabilities which may arise, directly or indirectly, from a Cardholder's disputed Card Payments.

7.6. If a Cardholder is entitled to the reversal of a disputed Card Payment and the Refunded Amount has been credited to World First, World First will credit the Refunded Amount to the Relevant World Account. World First is not responsible for any difference between the amount of the disputed Card Payment and the Refunded Amount. World First reserves the right to apply all or part of the Refunded Amount against any charges incurred in connection with the disputed Card Payment, for settlement of other proposed Card Payments and/or to settle any liability that is due and payable to World First.

7.7. Where the Account Holder has received a refund more than once in connection with the same disputed Card Payment, the Account Holder agrees to notify World First promptly and it authorises World First to debit from the Relevant World Account any refund amount in excess of the originally granted refund.

8. Fees and Costs

8.1. The Card Fees are set out on the Pricing Page which can be found at https://www.worldfirst.com/uk/pricing.

8.2. Any Card Fees that become payable by a Cardholder will be debited from the Relevant World Account by World First. If the balance of the Relevant World Account is less than the Card Fees owed by a Cardholder, the balance of the Relevant World

Account will be debited by World First and the Account Holder must pay into the Relevant World Account the remaining amount of the outstanding Card Fees within five (5) calendar days. If the Account Holder does not make this payment in time, the relevant World Card may be cancelled or suspended by World First. Any outstanding Card Fees will be debited from the Relevant World Account when funds are next deposited into the Relevant World Account. To reactivate a World Card that has been suspended pursuant to this clause, Cardholders should contact World First using the contact details available on the World First website.

8.3. From time to time, World First may update the Card Fees and will notify the Account Holder of any such change by giving at least two (2) months' prior written notice.

8.4. Notwithstanding clause 8.3, changes to the Card Fees that are favourable to Cardholders may (if applicable) be applied immediately and without notice.

8.5. Cardholders may also be charged a surcharge by a merchant in connection with a Card Payment. Where applicable, any such surcharge will be included in the total amount debited from the Relevant World Account.

9. Suspension, Cancellation, Termination and Expiry

9.1. World First may, in its reasonable discretion, cancel, suspend or restrict the Account Holder's use of the Relevant World Account and/or a Cardholder's World Card immediately without prior notice if it becomes aware, or has reason to believe, that:

9.1.1. the security of such World Card or the Relevant World Account has been compromised;

9.1.2. the balance in the Relevant World Account is not sufficient to cover the amount of any Card Payment;

9.1.3. a Card Payment exceeds a Limit as described in clause 4.4;

9.1.4. a Cardholder has breached any term of these Supplementary Terms or the World Account Terms, or breached applicable Laws; and/or

9.1.5. such World Card has been used in any of the ways listed in clause 2.7.

9.2. World First will notify the Account Holder and inform them of the reasons prior to any cancellation, suspension or restriction of the Relevant World Account or a Cardholder's World Card pursuant to these Supplementary Terms unless doing so may risk the security of the Relevant World Account or such World Card, breach applicable Laws or if World First is unable to inform the Account Holder in advance. Where World First is unable to notify the Account Holder in advance, it will notify them as soon as practicable afterwards, provided that, in each case, it is permitted by applicable Laws.

9.3. The closure of the Relevant World Account will automatically result in the cancellation of the World Card(s) linked to it. However, the cancellation of a Cardholder's World Card will not automatically result in the closure of the Relevant World Account.

9.4. The Account Holder or an Administrator may cancel or suspend the use of a World Card via the World Account portal or the World First app. Once the Account Holder or an Administrator has suspended a World Card, it cannot be used until it is reactivated by the Account Holder or Administrator using the World Account portal or the World First app.

9.5. Subject to clause 9.6, a Cardholder may cancel their World Card immediately at any time.

9.6. Any request to cancel a World Card that is initiated by a Cardholder is subject to the following in connection with such World Card:

9.6.1. full settlement of all Card Payments, including any applicable fees and/or any foreign exchange costs;

9.6.2. there being no unresolved disputed Card Payments; and

9.6.3. any other conditions reasonably necessary to enable World First to comply with applicable Laws.

9.7. If a Cardholder's World Card is suspended or cancelled, they must cancel or modify any future transactions set up prior to suspension or cancellation. World First is not responsible for cancelling or transferring any such arrangements.

9.8. Any sums owed by a Cardholder to World First under these Supplementary Terms shall become immediately due and payable on the date on which these Supplementary Terms are terminated, which is the date that such Cardholder's World Card is cancelled.

9.9. Card Payments will be declined if they are attempted using a World Card after its expiry date or after it has been suspended or cancelled.

9.10. The Account Holder remains liable for all Card Payments made using a World Card linked to the Relevant World Account, including any applicable fees and/or any foreign exchange costs, and any amount payable by a Cardholder to World First notwithstanding any suspension, restriction, termination or cancellation of the Relevant World Account and/or a World Card or the expiration of a World Card.

10. Representations and Warranties

The Account Holder represents and warrants that:

10.1. it has and will maintain all required rights, powers, authority, permits, licences, consents, permissions and authorisations that may be required in connection with its activities under these Supplementary Terms;

10.2. it has full power and authority to agree to and accept these Supplementary Terms;

10.3. its agreement to, and acceptance of, these Supplementary Terms, and the performance of its obligations contemplated under these Supplementary Terms, does not violate applicable Laws;

10.4. all information provided by it is true, accurate and complete in all material respects as at the date of these Supplementary Terms or, if later, when the information is provided, and it will notify World First promptly of any changes to such information;

10.5. it will, and will procure that each Cardholder will, fully comply with all applicable Laws;

10.6. its business is operated, and will be operated, in its jurisdiction of incorporation; and

10.7. it will, and will procure that each Cardholder will, use the World Card only for transactions directly related to business activities and not for personal use or on behalf or other third party businesses.

11. Indemnity

The Account Holder agrees to indemnify each of the Indemnified Persons and to hold them harmless from any and all losses, damages, actions, claims and liabilities which may arise, directly or indirectly, from a Cardholder's use of the World Card and/or breach of these Supplementary Terms or applicable Laws.

12. Liability

12.1. Each Cardholder must resolve any complaint or dispute against any vendor, service provider or other third party directly and no claim against any of them may be made against or set off against World First.

12.2. Any liability of World First, including for claims, expenses, damages or indemnity obligations under or in connection with these Supplementary Terms will be subject to clause 18.7 of the World Account Terms.

12.3. World First shall not be liable to any Cardholder for:

12.3.1. any loss of profit, business opportunity or reputation;

12.3.2. any action for damages made against such Cardholder by such Cardholder's payment beneficiary;

12.3.3. any indirect or consequential losses (whether foreseeable or not);
12.3.4. the refusal of any third party to accept a Card Payment;
12.3.5. any aspect of any goods or services purchased using such Cardholder's World Card;
12.3.6. any loss or damage that is not foreseeable; and/or
12.3.7. any loss suffered as a result of a Card Payment not being authorised by World First.

13. World Card Service and Force Majeure

13.1. Subject to clause 8.3, World First may amend and update any aspect of the World Card service and shall give notice of any material change by sending an email to the primary email address recorded on the Relevant World Account or notifying the Account Holder when they log into the Relevant World Account. Such primary email address can be updated in the World First portal. A Cardholder's continued use of the World Card after any such change shall constitute their consent to such change as they will be deemed to have accepted the change unless they notify World First that they do not accept it before the proposed date of its entry into force. If a Cardholder disagrees with any change, they have the right to cancel their World Card immediately, subject to clause 9.6.

13.2. World First reserves the right to suspend or discontinue any aspect of the World Card service at any time, without notice and without liability, where required by applicable Laws.

13.3. The Indemnified Persons will not be liable for any losses arising from the unavailability of the World Card service due to any of the following reasons:
13.3.1. a system suspension which was announced by World First in advance;
13.3.2. a failure in data transmission due to a breakdown in telecommunications equipment and systems;
13.3.3. a failure in system operations due to a storm, earthquake, tsunami, flood, electricity blackout, war, terrorist attack or other Force Majeure event which is beyond World First's reasonable control; or
13.3.4. hacking, website upgrades, acts or omissions of a government authority prohibiting or impeding World First and/or its affiliates from providing the World Card service, or non-performance by a third party for any reason beyond the reasonable control of World First and its affiliates.

13.4. If World First fails to perform or is delayed in performing its obligations under these Supplementary Terms due to Force Majeure events, then World First will notify the Account Holder as soon as reasonably practicable. In such circumstances, World First shall be entitled to a reasonable extension of the time for performing its obligations under these Supplementary Terms.

14. Miscellaneous

14.1. Nothing in these Supplementary Terms confers or is intended to confer a benefit enforceable by a person who is not the Account Holder or World First and no term of these Supplementary Terms is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not the Account Holder or World First unless expressly stated herein.

14.2. The provisions of these Supplementary Terms are severable and the invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other part of these Supplementary Terms.

14.3. The Account Holder consents to World First assigning its rights under these Supplementary Terms to an affiliate or successor pursuant to a merger, consolidation or sale of a substantial portion of its business. The Account Holder may not assign their rights under these Supplementary Terms without World First's prior written consent. In the event that World First assigns its rights in accordance with this clause, the Account Holder agrees to the transfer of the funds held on the Relevant World Account to the assignee. These Supplementary Terms continue to the benefit of World First's and the Account Holder's respective successors and assignees.

14.4. Any failure by World First to exercise any of its rights under these Supplementary Terms shall not constitute a waiver of such right or a waiver with respect to a subsequent or similar breach. A waiver shall be effective only if made in writing.

15. Governing Law and Jurisdiction

15.1. These Supplementary Terms shall be governed by and construed in accordance with English law.

15.2. The English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with a Cardholder's World Card or these Supplementary Terms.

16. Definitions

Whenever used in these Supplementary Terms, unless stated otherwise, the following terms shall have the following meanings:

"**Account Holder**" means the relevant customer of World First that has been onboarded as a World Account holder and has accepted the World Account Terms;

"**Account Holder Business**" means the business, company, organisation or enterprise of the Account Holder;

"**Administrator**" means an account administrator of a World Account;

"**Authorised Card User**" means a Directors or an Employee that has been issued a World Card by World First;

"**Card Details**" means the details of a World Card;

"**Card Fees**" means the fees and costs payable to World First in connection with the World Card;

"**Card Payment**" means a payment made using a World Card;

"**Cardholder**" means each of the Account Holder, an Administrator and/or an Authorised Card User that has been issued a World Card by World First;

"**Director**" means a director of the Account Holder Business;

"**Employee**" means an individual employed by, or a subcontractor engaged by, the Account Holder Business that is authorised by the Account Holder or an Administrator to apply for a World Card;

"**Indemnified Persons**" means, together, World First, its affiliates, employees, directors, officers, agents and representatives;

"**Limit**" means a limit placed on how much a Cardholder can pay using a World Card;

"**Payment Network**" means a payment network such as Mastercard or Visa;

"**Refunded Amount**" means an amount that has been refunded to World First, in connection with a disputed Card Payment, by the bank that originally received the funds;

"**Relevant World Account**" means the World Account held by the Account Holder;

"**Supplementary Terms**" means these supplementary terms and conditions for the World Card;

"**Transaction Notification**" means a transaction notification from a Payment Network in respect of a Card Payment;

"**World Account Terms**" means the World Account Terms and Conditions governing the World Account service provided by World First;

"**World Card**" means a card issued by World First in accordance with these Supplementary Terms; and

"**World First**" means World First UK Limited.

Schedule 1

Prohibited Categories

1. In accordance with clause 2.9 above, any Card Payment made in connection with any of the following goods, services, businesses and/or industries (each, a "**Prohibited Category**") will be declined:
   - 1.1. gambling-related activities including, but not limited to, casinos, betting, lotteries and online gambling;
   - 1.2. religious, political, social, civic and fraternal organisations and associations;
   - 1.3. charitable, non-profit and social service organisations;
   - 1.4. debt collection and bail and bond payments, and businesses and activities related to them;
   - 1.5. counselling services including, but not limited to, financial counselling, marriage counselling, family counselling, alcohol and drug abuse counselling and other personal counselling;
   - 1.6. dating and escort services including, but not limited to, computer and video personal introduction and matchmaking services;
   - 1.7. businesses providing general support services to governments;
   - 1.8. transactions between governmental offices, departments or agencies;
   - 1.9. associations and cooperatives providing services or assistance in connection with farming;
   - 1.10. timeshare real estate and businesses and activities related to it;
   - 1.11. transactions conducted by a card acceptor providing: (a) a service in which funds are delivered or made available to a person other than the cardholder; (b) the loading of funds into an account; or (c) the loading of funds onto a stored value or prepaid card;
   - 1.12. MoneySend transactions;
   - 1.13. businesses facilitating transfers of funds to a Mastercard, Maestro or Cirrus account using the Mastercard network;
   - 1.14. businesses facilitating transactions in which funds are delivered or made available to a person or to an account including, but not limited to, non–face-to face transactions such as online transactions;
   - 1.15. businesses that sell insurance products and services;
   - 1.16. businesses that buy, sell or broker securities, stocks, bonds, commodities and/or mutual funds;
   - 1.17. opening or funding a deposit account, and payment of existing debts and/or loan fees;
   - 1.18. cryptocurrencies and financial and payment instruments and products including, but not limited to, cheques, travellers cheques, foreign currency, money orders and bonds;
   - 1.19. pawn shops;
   - 1.20. artwork, antiques, precious stones and metals, watches, clocks and jewellery, and businesses and activities related to them;
   - 1.21. new and used automotive vehicles, motorhomes, mobile homes, aircraft and farm vehicles, and parts, accessories, equipment, supplies, businesses and activities related to them;
   - 1.22. goods for home repairs and improvements including, but not limited to, home appliances, equipment and supplies;
   - 1.23. chemicals and allied products, and businesses and activities related to them;
   - 1.24. video games, electronic games, videotapes, laser discs and DVDs, and businesses and activities related to them;
   - 1.25. audiotext and videotext services that can be accessed via phone, fax or over an open network such as the Internet including, but not limited to, polls, sweepstakes, adult chat and entertainment, sports scores, stock market quotes and horoscope readings;
   - 1.26. tobacco-related products and electronic nicotine delivery systems including, but not limited to, cigarettes, cigars, pipes, smokers' supplies and e-cigarettes, and businesses and activities related to them;
   - 1.27. cash disbursement transactions; and
   - 1.28. any other goods, services, businesses and/or industries that fall outside of World First's risk appetite.
2. For the avoidance of doubt, the Prohibited Categories are in addition to the Prohibited Transactions set out in the World Account Terms.