Qonto Deferred Debit Card

Customer subscription form

This subscription form governs the subscription to and use of the Qonto Deferred Debit Card service and acceptation to the Specific Terms and Conditions of Qonto Deferred Debit Card attached.

It is concluded between:

The client

Legal number

represented by
acting in the course of his professional activity

And

The Institution: The company QONTO SA, a joint stock companya French Société Anonyme company with its registered office at 18 rue de Navarin, 750096 Impasse Bonne Nouvelle, 75010 Paris (France), registered with the Paris Trade and Companies Register under number 819 489 626, approved by the Autorité de Contrôle Prudentiel et de Résolution to provide credit under Article L. 522-2, II of the French Monetary and Financial Code,authorized to practice as a Credit Institution by the European Central Bank, here acting through its branch in the Netherlands, under the freedom of establishment, registered with the Dutch Chamber of Commerce (KvK) under number 97418994, with registered office at Keizersgracht 555, 2nd floor, 1017 DB, Amsterdam, the Netherlands,

Each card featuring the Deferred Debit Mechanism issued by the Institution to the Customer shall be subject to the Pricing Terms reproduced below.

Pricing Terms:

Feature	Plus Credit (with Deferred Debit Service activated)	X (Metal) Credit (with Deferred Debit Service activated)	Ultra Credit (with Deferred Debit Service activated)
Subscription Fees			
Monthly Rate (for cards not included in plan)	€8 (excl. VAT)	€20 (excl. VAT)	€60 (excl. VAT)[1]
Limits and Extras			
Card delivery	€6	€6	€6
Deferred Debit Limit (per billing cycle)	**(variable, up to €15,000)**	**(variable, up to €15,000)**	**(variable, up to €15,000)**
Applicable Late Fees Rate	**13 % (Annual Percentage Rate)**		
Card Payment Limits (per billing cycle/calendar month)	€40,000 per card	€200,000 per card	Unlimited (Fair usage policy applies)
ATM Withdrawal Limits (per calendar month)	€2,000 per card	€5,000 per card	€6,000 per card
ATM Withdrawals Included	5 per month (€2 per additional withdrawal)	Unlimited	Unlimited
Card Replacement Cost (lost/stolen/fraudulent use)	€6 (excl. VAT)	€6 (excl. VAT)	€6 (excl. VAT)

[1] Minimum subscription of 3 months.

Feature	Plus Credit (with Deferred Debit Service activated)	X (Metal) Credit (with Deferred Debit Service activated)	Ultra Credit (with Deferred Debit Service activated)
Extra EU Exchange Commission	1% per transaction	No commission	No commission
Insurance	As provided in Qonto general pricing terms for Plus, X (Metal, Ultra) Cards and in the Plus, X (Metal), Ultra Card insurance policies		
Premium services	As provided in Qonto general pricing terms for Plus, X (Metal) and Utlra Cards		

Specific Terms and Conditions: Qonto Deferred Debit Card

1. Object

These Specific Terms and Conditions (the "Specific Terms") govern the subscription of the Qonto Deferred Debit Card service (the "Deferred Debit Card Service"). They amend and supplement the Qonto "Payment services framework agreement" (the "Framework Agreement"). In the event of any conflict between the Framework Agreement and these Specific Terms, the latter shall prevail for all matters relating to any Deferred Debit Cards issued by the Institution for the Customer. All terms not defined herein shall have the meaning given to them in the Framework Agreement.

The purpose of these Specific Terms is to define the conditions under which the Institution provides the Customer with one or more Deferred Debit Cards. The Deferred Debit Card is a payment card with systematic authorization that allows the Cardholder to make Payment Transactions during a defined period, the total amount of which is debited from the Customer's Principal Current Account on a single, fixed date.

By signing the attached subscription form of the Deferred Debit Card Service, the Customer acknowledges having read, understood, and accepted these Specific Terms without reservation.

The Pricing Terms for the use of the Deferred Debit Card Service are provided by the subscription form. They consist of monthly subscription fees charged by the Institution for each Deferred Debit Card issued by the Institution to the Customer and notably provide the Deferred Debit Limit and Payment Limit

2. Definitions

The following terms are added to the "Definitions" section of the Framework Agreement for the purpose of the Deferred Debit Card Service:

- **Billing Cycle**: The period during which Deferred Card Transaction made with the Deferred Debit Card are aggregated before being debited. Unless otherwise specified, the Billing Cycle runs from the first to the last calendar day of each month.
- **Debit**: The debit of the cumulative sums of all Deferred Card Transactions for the preceding Billing Cycle. The Debit consists of a single debit by the Institution on the Principal Current Account

- **Debit Date**: The date on which the cumulative sums of all Deferred Debit Card Transactions from the preceding Billing Cycle is debited from the Customer's Principal Current Account. The Debit Date is set for the first (1st) Business Day of the month following the end of the Billing Cycle. The Debit consists in a single debit by the Institution
- **Deferred Debit Card**: A physical or virtual payment card subject to these Specific Terms, where the total sum of Deferred Card Transactions made during a Billing Cycle is debited on a single Debit Date, within the limits of the Deferred Debit Limit
- **Deferred Card Transaction**: A Card Payment Transaction authorized using the Deferred Debit Mechanism
- **Deferred Debit Limit**: The maximum cumulative amount of Deferred Card Transactions that can be authorized using the Deferred Debit Mechanism during a single Billing Cycle. This limit is set by the Institution and is independent of the balance of the Current Account and of the Payment limit. The Deferred Debit Limit is applicable to all Deferred Debit Cards issued by the Institution for the Customers.
- **Deferred Debit Mechanism**: The mechanism where the debit of an authorized Card Payment Transaction happens at the end of the Billing cycle and is not debited from the Current Account balance at the date of authorization.
- **Payment limit**: The maximum cumulative amount of Card Payment Transactions that can be authorized on a Deferred Debit Card during a single Billing Cycle. The Deferred Debit Limit is included in the Payment limit.

3. Eligibility and Subscription to the Service

The Institution reserves the right to grant or refuse access to the Deferred Debit Card Service at its **sole discretion**. Eligibility may be based on criteria such as the Customer's transaction history, account seniority, financial standing, and the Institution's internal risk assessment policies. The Institution is not required to justify its decision.

Subscription to the Deferred Debit Card Service is done via the Application by the signature of the subscription form and these Specific Terms. The Customer may request Deferred Debit Cards for designated Cardholders, subject to the limits of the Customer's Plan. The Institution reserves the right to modify the Deferred Debit Limit. Any increase of the Deferred Debit Limit will be notified to the Customer via the Application. Any reduction of the Deferred Debit Limit, and any interruption of the Deferred Debit Card Service, shall be notified to the Customer on durable medium and shall take effect only upon expiry of the Notice Period set out in the Article "Termination", save where an exception provided therein applies.

4. Card Issuance and Deactivation

4.1. Card Issuance

Once the Customer has subscribed to the Deferred Debit Card Service, the Customer may request the issuance of one or more Deferred Debit Cards for designated Cardholders through the Application.

The Institution reserves the right to refuse the issuance of a Deferred Debit Card at its sole discretion, notably in case of non-compliance with these Specific Terms or the Framework Agreement, or if the Institution determines that issuing additional cards would present an unacceptable risk.

Each Deferred Debit Card issued by the Institution to the Customer shall be governed by these Specific Terms from the moment of its issuance, regardless of when it is activated by the Cardholder.

4.2. Card Deactivation

The Customer may deactivate any Deferred Debit Card at any time directly from the Application. The deactivation takes effect immediately and prevents any further Deferred Card Transactions from being authorized on that card.

The deactivation of a Deferred Debit Card does not:

- Affect the Customer's obligation to repay all Deferred Card Transactions made with the deactivated card prior to its deactivation, which will be debited on the next Debit Date
- Entail the termination of these Specific Terms, which shall continue to govern all remaining active Deferred Debit Cards and any Deferred Card Transactions pending settlement

The Customer remains fully liable for all Deferred Card Transactions made with a Deferred Debit Card until the moment of its deactivation, including any transactions authorized but not yet settled.

5. Deferred Debit Mechanism

5.1. Authorization of Deferred Card Transactions

Each Card Payment Transaction made with the Deferred Debit Card is subject to a systematic authorization request. The authorization will be granted if:

1. The transaction does not cause the cumulative total of transactions within the current Billing Cycle to exceed the **Payment limit**.
2. The Card has not been blocked or suspended.

If the Deferred Debit Limit is sufficient to cover the amount of the Card Payment Transaction, the Institution will authorize the Payment Transaction and honor it. The amount of the Card Payment Transaction is not debited from the Current Account balance at the date of authorization and will be debited at Debit Date.

If the Deferred Debit Limit is not sufficient to cover the amount of the Card Payment Transaction or if the Card Payment Transaction is an Excluded Transaction, the authorization is checked against the real-time balance of the Principal Current Account and is debited immediately if the balance is sufficient. Otherwise, it will be declined. The Deferred Debit Limit will not be used for such authorizations.

The Cardholder can decide to exclude any Card Payment Transaction from the Deferred Debit Mechanism prior to its authorization by disabling the Deferred Debit Mechanism from the Application. In such a case, the authorization will be checked against the real-time available balance of the Principal Current Account. If the funds are sufficient, the transaction amount will be debited immediately from the Current Account. The Deferred Debit Limit will not be used for such authorizations.

Deferred Debit Limit variation

The Customer expressly acknowledges and agrees that the Institution may modify the Deferred Debit Limit.Any increase of the Deferred Debit Limit will be notified to the Customer via the Application. Any reduction of the Deferred Debit Limit shall be notified to the Customer on durable medium and shall take effect only upon expiry of the Notice Period set out in the Article "Termination", save where an exception provided therein applies.

5.2. Excluded Transactions

Notwithstanding any other provision in these Specific Terms, certain types of transactions ("Excluded Transactions") are expressly excluded from the deferred debit mechanism and will be processed as immediate debit transactions. The Institution reserves the right, at its sole and absolute discretion, to classify any Card Payment Transaction as an Excluded Transaction.

Excluded Transactions include notably:

1. **ATM Withdrawals**: Any cash withdrawal made from an Automated Teller Machine (ATM) or at a financial institution. When a Cardholder attempts an ATM Withdrawal, the authorization will be checked against the real-time available balance of the associated Current Account. If the funds are sufficient, the transaction amount will be debited immediately from the Current Account. The Deferred Debit limits will not be used for such authorizations.

2. **Quasi-Cash Transactions**: Any transaction that the Institution, in its sole judgment, deems to be a quasi-cash transaction. A quasi-cash transaction is one that the Institution considers not to be a genuine purchase of goods or services, but rather a method for converting the Customer's available credit into cash, cash equivalents, or other readily monetized assets. Such transactions include, but are not limited to, the purchase of:
    - Casino gaming chips, lottery tickets, or other gambling credits.
    - Cryptocurrencies.
    - Money orders, traveler's checks, or foreign currency.
    - Account funding or credit-to-account transactions with other financial or investment providers.

When a Cardholder attempts an Excluded Transaction (excluding ATM Withdrawals), the authorization will be declined and the Deferred Debit Limit will not be used. To execute the Card transaction, the Cardholder may disable the Deferred Debit Mechanism from the Application as mentioned in article 5.1.

The Institution's determination as to whether a transaction is classified as an Excluded Transaction is made at the sole discretion of the Institution.

5.3. Repayment Obligation and Debit

The Customer is responsible for all Deferred Card Transactions made with the Deferred Debit Card. The Customer irrevocably undertakes to ensure that the balance on its Principal Current Account is sufficient to cover the total amount of all Deferred Card Transactions from the preceding Billing Cycle on the Debit Date.

On the Debit Date, the Institution will execute a single debit from the Customer's Principal Current Account for the full cumulative amount of Deferred Card Transactions during the completed Billing Cycle.

Account statement

The Customer acknowledges that the account statement available in their Personal Area will display the Debit and not the details of Deferred Card Transactions. The Customer can download the details of Deferred Card Transactions and all Card transactions by using the export of transaction feature in their Personal Area.

5.4. Failed Debit

If the funds in the Principal Current Account are insufficient on the Debit Date to cover the total Amount due, the following measures will apply:

- The Institution will immediately notify the Customer of the payment failure.
- The Deferred Debit Card(s) will be **immediately deactivated**. The Institution also reserves the right to suspend all other Cards and Services associated with the Customer's account.
- The Institution will debit the Principal Current Account up to the available balance. The remaining of the Amount due ("the Outstanding Amount") will be displayed on the Application to the Customer and generate late fees as provided in article 5.5
- The Customer must fund their Principal Current Account without delay to settle the Outstanding Amount.
- In accordance with the Framework Agreement, the Institution reserves the right to debit the Outstanding Amount due from any of the Customer's Additional Current Accounts.
- Fees for payment failure, as detailed in the Pricing Terms, may be charged.

In case of breach of the repayment obligation, the Institution reserves the right to apply restrictive measures on the Principal Current account and any Additional Current accounts, such as blocking outgoing transactions. Any restrictive measure that constitutes a reduction or an interruption of the Deferred Debit Card Service is subject to the written notification and Notice Period set out in the Article "Termination", save where an exception provided therein applies.

Failure to regularize the situation may be considered a serious breach of the Contract, leading to termination in accordance with the Framework Agreement and the Article "Termination" of these Specific Terms.

If the Customer requests the closure of their Principal Current Account, the effective closure may be delayed until all outstanding obligations under the Specific Terms and Conditions of Qonto Deferred Debit Card are fulfilled by the Customer.

5.5. Late fees charged for failed Debit

In addition, the Institution will charge daily late fees calculated on the Outstanding Balance for each day the Outstanding Balance has not been regularized. The daily late fees are calculated at the rate indicated below in the Subscription form. Daily late fees are calculated and debited at the end of each day. The overall effective rate (TAEG) is calculated in accordance with the provisions of Articles R.314-2

and R.314-8 of the French Consumer Code and, due to the material impossibility of knowing it in advance, will be communicated to the Customer, retrospectively, on the account statement.

The Applicable late fees are provided by the Subscription form.

6. Modification of the Deferred Debit Card service

The Institution may modify these Specific Terms under the conditions provided by the Framework Agreement. The proposed modification shall be communicated to the Customer with the notice period prescribed by the Framework Agreement and before its proposed application date. The absence of dispute during this period will constitute acceptance of the proposed modification. If the Customer refuses the proposed modifications, they must request the termination of the Deferred Debit Card Service before the expiry of the aforementioned notice period by contacting customer service at support@qonto.com

7. Termination of the Deferred Debit Card service

The Customer may request to terminate the Deferred Debit Card service at any time by contacting the Institution's customer support. The termination will be effective at the end of the current Billing Cycle, provided all outstanding amounts have been paid.

The termination of the Deferred Debit Card service will result in the deactivation of all Deferred Debit Cards.

The Deferred Debit Card Service is granted for an indefinite period. Qonto may terminate, reduce or interrupt the Deferred Debit Card Service, in whole or in part, only by written notification to the Customer and upon expiry of a notice period of sixty (60) calendar days from the date of such notification (the "**Notice Period**"). During the Notice Period, the Customer may continue to use the Deferred Debit Cards under the terms of these Specific Terms.

The Institution is not required to observe the Notice Period, in the event of gravely reprehensible behaviour of the Customer (such as misrepresentation, falsification of documents or established fraud) or where the Customer's situation is irremediably compromised (such as judicial liquidation or other collective proceedings). In such cases, the Institution shall nevertheless notify its decision to the Customer in writing beforehand, and may then terminate or interrupt the Deferred Debit Card Service with immediate effect and demand immediate repayment of all amounts outstanding under the Deferred Debit Card Service, including any Outstanding Amount, by debiting the Principal Current Account and, failing available funds, any Additional Current Account.