



## Schedule 1

### EU & U.K. ACCOUNT HOLDER AGREEMENT

For the purposes of this Schedule 1, references to "Cardholder" will also refer to any Account holder under the Agreement.

#### Cardholder Terms and Conditions

**IMPORTANT: The enclosed Commercial Card was issued to You at the request of Your Employer. Before You sign or use the Commercial Card, please read these T&C's thoroughly, since they govern use of the Commercial Card.**

- A. DEFINITIONS.** In this Commercial Card Cardholder Terms and Conditions ("T&C's"), the following definitions apply:
1. **"Account"** means any account number to which Charges and payments may be posted. This includes Corporate Cards and Central Billing Accounts (including Lodge Accounts).
  2. **"Annual Fee"** means the Fee charged for use of the Commercial Card during a one-year time period and is listed on the Statement as a "Corporate Card Annual Fee".
  3. **"Applicable Data Protection Law"** means applicable data protection and privacy laws including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR"), and any national GDPR acts and/or the respective United Kingdom and/or Guernsey data protection legislation, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, directives or requirements of any competent regulatory body (to the extent the United Kingdom and/or Guernsey law apply) and as any of the foregoing may be amended, extended or re-enacted from time to time and "Personal Data" and "Data Controller" shall have the meaning ascribed thereto in Applicable Data Protection Law.
  4. **"Association"** means the Visa or any other entity that governs commercial card issuance and processing of transactions. The Association entity applicable to these T&C's is determined by the respective logo on the Commercial Card issued to You on behalf of Your Employer.
  5. **"Billing Cycle"** means the period of time covered by the Statement.
  6. **"Billing Currency"** means the currency in which the Commercial Card is denominated and in which Statements will be issued.
  7. **"Cardholder", "You" and "Your"** refer to the individual named on the Commercial Card who has been authorised by Your Employer to be issued a Commercial Card, make Purchases and incur Charges to the Account of such Commercial Card on behalf of the Employer in accordance with the terms of these T&C's.
  8. **"Cash Advance"** means an advance of cash that, if permitted by the Employer, is charged to the Account with or in connection with a Commercial Card.
  9. **"Cash Advance Fee"** means the Fee referenced on the Statement and charged by Elavon for a Cash Advance, which may be represented as a fixed Billing Currency amount, or a percentage of the total cash withdrawn.
  10. **"Charge"** is any Account activity that has a debit value.
  11. **"Commercial Card"** means the business purpose charge card designed for use by Cardholder to charge purchases of Employer-defined goods and services that are primarily for or incidental to the business of Employer, and which is issued by Elavon to Cardholder on behalf of Employer in accordance with the terms of these T&C's. The term "Commercial Card" includes the enclosed Elavon Corporate Card or Elavon Lodge Card (as indicated on the front of the card).
  12. **"Debt"** means all amounts charged to an Account, including without limitation, Purchases, Charges and Fees, that are due and owing to Elavon.
  13. **"Due Date"** means the date that payment is due for Debt on an Account as referenced on the Statement (the date printed on the Statement after the words "Payment of the amount due on or after").
  14. **"Elavon", "we", "us" and "our",** mean, U.S. Bank Europe DAC, the creditor and issuer of Commercial Cards and related Accounts.
  15. **"Employer"** means the organisation that authorised Elavon to issue the Commercial Card to You on behalf of the organisation.
  16. **"Fees"** means all fees that are posted to an Account and due and payable to Elavon which are associated with any Commercial Card, including, but not limited to, Annual Fee, Cash Advance Fee, Foreign Transaction Fee, Late Fee, and Payment Return Fee.
  17. **"Foreign Transaction"** means the Charge or transaction that is not made in the Billing Currency and includes, without limitation, Charges or transactions made at merchant, automated teller machines ("ATMs") or financial institutions.
  18. **"Foreign Transaction Fee"** means the Fee Elavon assesses on a Foreign Transaction. If the Foreign Transaction is not made in the Billing Currency, then the currency of the Foreign Transaction must be converted into the Billing Currency, and Elavon will assess a Foreign Transaction Fee of up to 2.5% of the resulting Billing Currency amount.
  19. **"Late Fee"** means the Fee Elavon charges to the Cardholder on a Past Due Amount. Elavon may assess a Late Fee to the Account in terms of a fixed Billing Currency amount or a percentage of the Past Due Amount and the Late Fee will depend on whether the payment delinquency associated with the Account is 30 or 60 days (or more) late. Any Late Fee is listed on the Statement as a "Late Fee".
  20. **"Legitimate Business Charge"** is any Charge that directly or indirectly benefits Your Employer.
  21. **"Past Due Amount"** means the total amount of Debt that remains unpaid on an Account to Elavon after the Due Date specified on the Statement.
  22. **"Personal Data"** has the meaning given to it under Applicable Data Protection Law but shall include the information about You which is necessary for Elavon to process in order to provide the Commercial Card.

- 23. "Purchase"** means a purchase of goods or services (or both) that is charged to the Account with or in connection with a Commercial Card.
- 24. "Statement"** means a periodic billing statement listing all Purchases, Charges, Fees in the Billing Currency and any other transactions related to each Account that is sent by Elavon to the Cardholder as provided under these T&C's.

## **B. PRIVACY NOTICE.**

IMPORTANT: You are receiving this Privacy Notice as You have been issued with a Commercial Card by Elavon at the request of your Employer.

This Privacy Notice relates to the use and processing of Your Personal Data in respect of the issuing, use and management of the Commercial Card by U.S. Bank Europe DAC, a company registered in Ireland with registered number 418442 and having its registered office at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.

For the purposes of Applicable Data Protection Law, Elavon is a controller of Your Personal Data. Elavon is a separate controller to your Employer who also processes Your Personal Data as a controller independently. Elavon is not involved in or responsible for any processing of Your Personal Data by your Employer.

Elavon has appointed a Data Protection Officer (**DPO**) to oversee our compliance with Applicable Data Protection Law. If you have any questions about this Privacy Notice or how we handle your personal information, please contact the DPO at: [EUDataProtectionOffice@elavon.com](mailto:EUDataProtectionOffice@elavon.com) or at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.

In this Privacy Notice, terms defined in the T&C's shall apply unless the context otherwise permits or requires. In addition, the terms "**controller**" and "**processing**" (and any derivatives of this term) shall have the meaning set out in Applicable Data Protection Law.

### **1. PERSONAL DATA COLLECTED AND PROCESSED.**

- 1.1.** As part of Your use of the Commercial Card, Elavon will collect and gather the following Personal Data about You:
- 1.1.1.** all relevant data required to operate your Commercial Card in accordance with the Commercial Card programme.
  - 1.1.2.** if applicable, any 'know your customer' or anti-money laundering information provided by your Employer;
  - 1.1.3.** details of your use of Your Commercial Card including transaction data;
  - 1.1.4.** communications between You and Elavon;
  - 1.1.5.** if You contact us for any reason, a record of that correspondence may be kept;
  - 1.1.6.** statistical and other analytical information collected about your use of Your Commercial Card; and
- 1.2.** Please note that the type of Personal Data collected and processed varies depending upon your use of Your Commercial Card and as such additional information to that listed above will at times be collected and processed as necessary to administer Your Commercial Card.
- 1.3.** In some cases, providing Your Personal Data is necessary to enter into a contract with Elavon or to comply with applicable law. If you do not provide such information, Elavon may not be able to provide you a Commercial Card.

### **2. PURPOSES FOR PROCESSING.**

- 2.1.** Elavon values your privacy and agrees to process Your Personal Data in accordance with Applicable Data Protection Law.
- 2.2.** Elavon will process your Personal Data for the following reasons, in reliance on the following legal bases, that are detailed further at 3 below:
- 2.2.1.** Effectiveness of the Commercial Card (Contract): To ensure that the provision, management and use of the Commercial Card and the Account is carried out in the most effective, responsive and compatible way for You and your Employer.
  - 2.2.2.** Verification (Contract necessity): To verify Your eligibility to be issued with a Commercial Card.
  - 2.2.3.** Provision of the Commercial Card (Contract): To provide You with a Commercial Card and to use Your Commercial Card.
  - 2.2.4.** Contractual obligations (Contract necessity): To carry out and fulfil our contractual obligations with You and Your Employer, for example, to enable You to make Purchases and to incur Charges to the Account.
  - 2.2.5.** Billing (Contract necessity): To record Charges and to generate Statements.
  - 2.2.6.** Changes to the Commercial Card (Contract): To notify you about changes and developments to the use of Your Commercial Card.
  - 2.2.7.** Reporting (Legitimate interests): To assess and analyse the level of use of Your Commercial Card.
  - 2.2.8.** Legal obligations (Legal Obligations): For compliance with legal obligations to which Elavon is subject, which is expressly laid down by EU or Member State law e.g. pursuant to anti-money laundering and other regulatory requirements.
  - 2.2.9.** Other legal obligation (Legitimate Interests): To ensure compliance with Elavon's mandatory legal obligations that are not derived from EU or Member State law e.g. to fulfil sanctions screening obligations.
  - 2.2.10.** Fraud Prevention (Legitimate interests): To identify and prevent potential fraud on the Commercial Card programme.
- 2.3.** Elavon will only process Your Personal Data in a manner compatible with the purposes described in this Privacy Notice and we will not use Your Personal Data for any other purpose incompatible with those purposes, unless required or authorised by law, where it is in your own vital interest or that of another person (e.g., in the case of an emergency), or where we issue a revised Privacy Notice to You.

### **3. LEGAL BASIS.**

#### **3.1. Elavon will only process Your Personal Data where it can rely on one or more of the following legal bases:**

- 3.1.1.** Contract: The processing is necessary for the performance of a contract with You (or for taking steps at Your request with a view to entering into a contract). Elavon principally relies on this legal basis to process Your Personal Data.
- 3.1.2.** Legal obligations: The processing is necessary for compliance with a legal obligation to which the Elavon is subject. Elavon must process Personal Data to comply with anti-money laundering and other regulatory requirements.
- 3.1.3.** Other legal bases: From time to time, Elavon may rely on another lawful basis for the purpose of processing Your Personal Data, for example, Legitimate interests, Consent, Vital interests or the Public interest.

### **4. CATEGORIES OF RECIPIENTS OF PERSONAL DATA.**

- 4.1.** Elavon contracts with other entities that perform certain tasks on its behalf and who are under their control (“Service Providers”). This is required in order to provide and manage Your Commercial Card. Unless we tell you differently, the Service Providers do not have any rights to use Your Personal Data or other information shared with them beyond what is necessary to assist Elavon, as relevant. Such Service Providers are detailed in Section 4.1.
- 4.2.** From time to time, Elavon will need to make Your Personal Data available to its group companies (i.e. a parent company, a subsidiary company and/or a parent of another subsidiary company) for the provision of the Commercial Card to You. From time to time, Elavon will need to make Your Personal Data available to unaffiliated third parties. Such unaffiliated third parties may include the following:
  - 4.2.1.** Professional advisors: Accountants, auditors, lawyers, bankers, insurers, and other outside professional advisors in all of the countries in which Elavon operates.
  - 4.2.2.** Service Providers: Companies that provide products and services to Elavon such as IT systems suppliers and support, data storage, IT developers, insurance, credit card companies, payment processors, analytics companies, website hosting providers and other service providers.
  - 4.2.3.** Public and Governmental Authorities: Entities that regulate or have jurisdiction over Elavon and/or the Commercial Card and/or the Account such as regulatory authorities, law enforcement, public bodies and judicial bodies.
  - 4.2.4.** Corporate transaction: A third party in connection with any proposed or actual reorganisation, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of the Elavon business, assets or stock (including in connection with any insolvency event or similar proceedings).
  - 4.2.5.** Card Associations: In order for You to use Your Commercial Card, we share Your Personal Data with Associations.

### **5. INTERNATIONAL DATA TRANSFERS.**

- 5.1.** Your Personal Data may be transferred and stored within the European Economic Area (“**EEA**”) or transferred to, and stored in, countries outside the EEA in order to fulfil the purposes described in this Privacy Notice. For transfers to countries outside the EEA / United Kingdom, the data protection regime may be different than in the country in which you are located, and will therefore, be based on a legally adequate transfer method.
- 5.2.** Elavon will provide you upon request a list of the countries located outside the EEA to which Your Personal Data may be transferred, and an indication of whether the European Commission have determined them to grant adequate protection to Personal Data. Please send your request as indicated in Section 12 (Contact Us).
- 5.3.** Transfers of Your Personal Data outside the EEA / United Kingdom may be made pursuant to the European Commission-approved Standard Contractual Clauses (with the United Kingdom approved transfer tool, respectively). Where applicable, You are entitled, upon request to receive a copy of the relevant safeguard, an intra-Company Agreement, that has been taken to protect Your Personal Data during such transfer. Please send your request as indicated in Section 12 (Contact Us).
- 5.4.** To comply with Applicable Data Protection Law transfers of personal data to third party vendors (e.g. payment processors) are secured by implementing the safeguards required under the Applicable Data Protection Law (including contractual arrangements entered into with a third party vendor). Third party service providers are expected to protect the confidentiality and security of Personal Data, and only use Personal Data for the provision of the requested service, and in compliance with applicable law, including Applicable Data Protection Law. A list of third-party vendors to whom your Personal Data is transferred, can be obtained by contacting Elavon using the information supplied in Section 11.1 (Contact Us).

### **6. SECURITY MEASURES.**

- 6.1.** Elavon is committed to maintaining the security of Your Personal Data processed. Elavon maintains appropriate physical, procedural, organisational and technical security measures intended to prevent loss, misuse, unauthorised access, disclosure, or modification of your Personal Data under its control. However, You recognise that no entity can keep Your Personal Data 100% secure. If you have reason to believe that Your Personal Data is no longer secure, please notify Elavon immediately using the contact information supplied in Section 11.1 (Contact Us).

### **7. RETENTION PERIOD.**

- 7.1.** Elavon retains Your Personal Data for no longer than is allowed under Applicable Data Protection Law and, in any case, no longer than such Personal Data is necessary for the purpose for which it was processed which is typically (but not always) 24 months’ from when you stop using your Commercial Card, unless a longer retention period is required by applicable law (such as retention obligations arising under commercial and tax law) or is justified under applicable statutory limitation periods.

## **8. YOUR DATA PROTECTION RIGHTS.**

**8.1.** You have the following rights under Data Protection Legislation:

- a right to ask for a copy of Your Personal Data;
- a right to ask Us to delete or correct any information We hold about You that is inaccurate;
- a right to request erasure of information in certain circumstances;
- a right to data portability (this is a right to ask for Your Information in a commonly used electronic format where information has been provided by the individual and the legal basis for processing that information is consent or contractual necessity);
- a right to restrict processing and a right to object to processing activities in certain circumstances (e.g. if Elavon is relying on legitimate interest);
- a right to stop Your Information from being used for direct marketing purposes;
- Where any processing is based on consent you have a right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

**8.2.** These are known as “Data Subject Rights” and Elavon, as a controller, respects Your rights. More information regarding each of your Data Subject Rights can be found below.

**8.3.** If you would like to exercise Your Data Subjects Rights or learn more about the processing of Your Personal Data, please contact Elavon using the information provided below under Section 11.1 (Contact Us). Elavon will respond to your request(s) as soon as reasonably practicable, but in any case, within the legally required period of time.

**8.4.** If you are not satisfied with Elavon's response or believe that Your Personal Data is not being processed in accordance with Applicable Data Protection Law, You also may contact or lodge a complaint with the competent supervisory authority or seek other remedies under applicable law.

## **9. UPDATING YOUR PERSONAL DATA.**

**9.1.** Elavon strives to maintain Your Personal Data in a manner that is accurate, complete and up to date. However, You have an obligation to keep Your Personal Data up to date and to inform Elavon of any significant changes to Your Personal Data. Please contact Elavon using the contact details listed in Section 11.1 (Contact Us) below if there are any changes in Your Personal Data.

## **10. LINKS TO OTHER WEBSITES.**

**10.1.** If we provide You access to a website for the purposes of Your Commercial Card (“Site”) the Site may, from time to time, contain links to and from other websites and web platforms. If You follow a link to any of those websites or web platforms, please note that those websites and web platforms have their own privacy policies and that Elavon does not accept any responsibility or liability for those policies. Please check those policies before you submit any Personal Data to those websites or platforms.

## **11. CHANGES TO THIS PRIVACY STATEMENT.**

**11.1.** Elavon reserves the right to change this Privacy Notice at any time in its sole discretion. If changes are made, they will be posted to the Site or You will otherwise be informed of them so that You can see what information is gathered, how it might be used and shared. You may be asked to confirm that you have read the Privacy Notice as modified. By continuing to use Your Commercial Card and/or the Site after being presented with the modified Privacy Notice, You confirm that you have read the modified Privacy Notice and are happy with how Your Personal Data will be handled.

## **12. CONTACT US.**

**12.1.** If you have any question or concerns regarding this Privacy Notice, the processing of Your Personal Data or exercise of your Data Subjects Rights as outlined in Section 7.1 (Your Data Protection Rights), please contact Elavon as follows: [EUDataProtectionOffice@elavon.com](mailto:EUDataProtectionOffice@elavon.com).

**12.2.** You may contact Elavon's data protection officer at [EUDataProtectionOffice@elavon.com](mailto:EUDataProtectionOffice@elavon.com) or at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.

## **C. YOUR ACCEPTANCE OF THE T&C's.**

By using your account or signing the card, you accept the terms of this agreement, the Elavon Privacy Policy, found at <https://www.elavonpayment.com/europe/privacy.html>, and any other documents incorporated herein by reference. If you don't wish to accept these T&C's, cut the card into pieces and dispose of it.

## **D. OWNERSHIP OF THE COMMERCIAL CARD.**

The Commercial Card remains the property of Elavon. Elavon can revoke Your right to use the Commercial Card at any time. Elavon can do this with or without cause and without giving You notice. You must surrender the Commercial Card to Your Employer or to Elavon at either of their request.

## **E. USE OF THE COMMERCIAL CARD.**

Elavon provides charging privileges on the Commercial Card pursuant to a contract with Your Employer. Your Employer has authorised the issuance of the Commercial Card to You, which is to be used only by You and only for Legitimate Business Charges, as defined to You by Your Employer. Charging privileges will be withdrawn upon:

1. Abuse of Charge privileges by You (including, but not limited to, the failure of Your obligation to use the Commercial Card for Legitimate Business Charges, making illegal Purchases (as described in Clause K), and failure of any other obligation under these T&C's);
2. Termination of Your employment or affiliation with Your Employer;

3. Termination or suspension of the contract between Elavon and Your Employer; or
4. Notification to us by Your Employer of a withdrawal of Commercial Card privileges.

**F. BILLING STATEMENT AND PAYMENT.**

Elavon will provide You with a Statement showing Purchases, Charges, Fees and any other transactions that occurred in the previous Billing Cycle for the Account. The Statement lists all Charges made to the Account during the previous Billing Cycle. These Charges include, but are not limited to, Purchases, Cash Advances and Fees associated with use of the Commercial Card. You are responsible for assuring that all Charges made to the Commercial Card are Legitimate Business Charges. Elavon may also mail other important communications about Your Commercial Card or Account to the last address You have communicated to Elavon. You are responsible for reviewing Statements and other information mailed to such address. If You are requested to make a payment by your Employer, You have the ability to make a payment to Elavon in accordance with the instructions provided on the Statement. Any payments You make to Elavon shall be on behalf of your Employer. You agree to promptly notify Elavon of any change to Your address in writing to the address indicated below. Certain rates for Fees, such as Annual Fees, Cash Advance Fees, and Late Fees, are disclosed on Your Statement. **Some of these Fees may not be applicable to Your Statement.**

**G. FOREIGN TRANSACTIONS.**

If You make a Foreign Transaction in a currency other than the Billing Currency, then the Foreign Transaction will require a currency conversion. The Foreign Transaction will be converted into the Billing Currency at the exchange rate established, from time to time, under applicable bylaws and rules of the Association. Commercial airline foreign exchange rates are set by the airline. You understand that the exchange rate in effect when the Foreign Transaction is processed may differ from the rate in effect on the date of the Foreign Transaction or posting to Your Account and a Foreign Transaction Fee will be assessed on such Foreign Transaction. The amount of the Foreign Transaction in the Billing Currency will be the amount of the foreign currency times (i) a rate selected by the Association from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the Association itself receives, (ii) the government mandated rate, or (iii) the rate established by commercial airlines for airline tickets issued by them, which are in effect for the applicable central processing date; in each of the above instances plus a Foreign Transaction Fee of up to 2.5% times the resulting Billing Currency amount.

**H. DEFAULT.**

You are in default if You fail to comply with any of the terms of these T&C's, fail to meet any of Your other obligations when due, or upon Your insolvency or bankruptcy. If You are in default, Elavon may restrict further Account activity. If Elavon does this, the T&C's will still be in effect.

**I. CANCELLATION OF COMMERCIAL CARD.**

You may cancel Your Commercial Card at any time by notifying Elavon in writing at Elavon Cardmember Service, Elavon Financial Services DAC, Block F1, Cherrywood Business Park, Cherrywood Dublin 18, D18 W2X7 Ireland. Your Employer or Elavon may suspend or cancel Your Commercial Card at any time for any reason. You agree to surrender the Commercial Card upon request to Your Employer or to any authorised representative of Elavon. Use of the Commercial Card or Account after notification of its suspension or cancellation may be fraudulent and may result in Elavon taking legal action against You.

**J. RECURRING TRANSACTIONS.**

In the event the Commercial Card is cancelled, You agree to cancel all services billed on a recurring basis to Your Account and arrange for alternate payment methods or cancel such services prior to cancellation of the Commercial Card for any reason.

**K. ILLEGAL PURCHASES.**

You agree that the Commercial Card and Accounts shall not be used for gambling, online gaming, illicit drug transactions, or any unlawful purposes including without limitation other illegal purchases of goods or services, regardless of whether such transaction violates the laws applicable in the territory where the transaction was initiated or merchant is located, or that are prohibited by local law or the law governing these T&C's. Cardholder acknowledges and agrees that the Commercial Card and Accounts will be used for legitimate business purposes and that the Cardholder will have neither consumer law rights nor remedies associated with any illegal Purchases, Charges or other activity associated with the Commercial Card or Accounts.

**L. HONOURING OF CARDS.**

Elavon cannot be held responsible for a merchant's refusal to honour the Commercial Card. Elavon also reserves the right to deny authorisation of any Charge.

**M. BENEFITS.**

From time to time, cardholder benefits may be offered through programs sponsored by third parties. These benefits may be subject to certain terms, conditions and exclusions. Elavon and/or third party may add, change or delete entirely these benefits without notice or liability to you.

**N. CHANGES.**

Elavon has the right to amend or change these T&C's at any time. If required, as a matter of applicable law, Elavon will notify You in writing of the change and the effective date of the change. If You do not accept the changes, You must notify Elavon in writing within 25 days after the effective date of the changes. You also must promptly return the Commercial Card to Elavon cut in half. Use of the Commercial Card after the effective date of the change constitutes acceptance of the change, even if the 25 days have not passed.

**O. LAW.**

These T&Cs are governed by and shall be construed in accordance with the applicable law and the parties to these T&C's hereby submit to the exclusive jurisdiction of the Irish Courts.