

## Terms and Conditions for the Holder of the Prepaid Vanilla® Card and the Vanilla® Gift Card

### READ THOROUGHLY PRIOR USING THE CARD

These Terms and Conditions for the Holder of the Prepaid Vanilla Card and the Vanilla Gift Card (the "T&C") state the terms for the use of the Vanilla Prepaid Card and the Vanilla Gift Card (the "Card"), issued by Toka Internacional, S.A.P.I. de C.V. (the "Issuer"). The administration of the funds of the Card is the responsibility of the Issuer.

By using this Card, you acknowledge and agree that you have reviewed, understood, and agreed with these T&C. If you disagree with these T&C, we strongly suggest to abstain from using this Card.

To know the exact amount of Mexican pesos available in your Card, please consult your balance totally free at [www.TarjetaVanilla.mx](http://www.TarjetaVanilla.mx) or call to (55) 1185 7777 from Mexico City, or if you're calling from the Republic's interior to 800 871 7777. The merchants where this Card is sold don't have access to your Card's balance.

### I. CARDHOLDER'S REPRESENTATIONS

By acquiring this Card, you represent that: (i) you are an adult; and (ii) you understand and accept that these T&C are binding and bind you to comply with them by using this Card.

### II. ABOUT THE CARD

This Card is a means of payment to its holder that may be impersonal and transferable, so that the person who holds the Card shall be considered by the Issuer as the acquirer of the Card ("You" or the "Cardholder"). You acknowledge and accept that the available funds of the Card are limited to the funds that have been previously funded by You at the authorized points of sale, pursuant to the Card's records (the "Card Balance"). The validity of the Card can be identified at its front. You shall sign its backside at the moment of its purchase. This Card is not a credit card. This Card is not for resale. You won't receive any revenue or yield from the funds registered as the Card Balance. The Card is property of the Issuer. The Card's Balance IS NOT REFUNDABLE, neither partially or totally. The funds of the Card are NOT redeemable in cash. Please, read thoroughly these T&C and keep them for future consultation. For any query regarding these T&C and/or the use of the Card, please go to [www.TarjetaVanilla.mx](http://www.TarjetaVanilla.mx) or call to (55) 1184 7777 from Mexico City, or to 800 871 7777 from the Republic's interior.

### III. HOW TO USE YOUR CARD?

#### IV. Card's usage.

You may use your Card to (i) purchase goods or hire services at any national establishment that has a bank's point of sale ("POS") that accepts Visa® products; and (ii) purchase goods or hire services at any online store that accepts Visa® payments. This Card can't be used at an automated teller machine (ATM). As of the ninety (90) calendar days after purchasing the Card, you authorize us to reduce from the Card Balance the amount of MxCy\$35 (thirty-five pesos 00/10, legal currency of the United Mexican States) on a monthly basis as a fee for the administration of the Card Balance. You are responsible of all the transactions and charges incurred by You or any other person who's been authorized to use the Card. The Card cannot be used to (i) make illegal transactions; (ii) commercial resale, and/or (iii) electronic transfers of funds. We can reject or deny to process any transaction that we may consider is not in compliance with these T&C.

#### V. Card Activation

The Card is deactivated. The Card will only be activated upon its acquisition in an authorized point of sale. The Issuer, through its internal processes and procedures, will activate the Card remotely instantly after its purchase by You, or during the following twenty four (24) hours after its purchase by You. **The Card's cost will vary depending on the product acquired and its amount, as shown below:**

Product Type	Amount	Card Cost
Vainilla Gift Visa Card	MxCy \$350.00	MxCy\$50.00
Vainilla Gift Visa Card	MxCy\$750.00	MxCy\$60.00
Vainilla Variable Gift Visa Card	MxCy\$350 to MxCy\$4,500.00	MxCy\$70.00
Prepaid Vainilla Visa Card	MxCy\$750.00	MxCy\$60.00
Prepaid Vainilla Variable Visa Card	MxCy\$350 to MxCy\$4,500.00	MxCy\$70.00

**THE ISSUER IS THE ONLY ONE INVOLVED IN THE ACTIVATION PROCESS OF THE CARDS AND THE ONLY ONE RESPONSIBLE BEFORE YOU.**

#### VI. Authorized Card Users

You are responsible of all the Card's transactions. If you allow any other person to use or have access to the Card or to its number, we understand that You have authorized said use and, thus, You will be responsible of all the transactions and expenses made by said persons who used, or had access to the Card. You are the only one responsible for the use of the Card, in accordance to these T&C.

#### VII. Consult of Balance and Movements

The Issuer will make available to the Cardholder balance inquiries and the list of movements made on the Card, through at the webpage [www.TarjetaVanilla.mx](http://www.TarjetaVanilla.mx) or by calling to (55) 1185 7777 from Mexico City, or if you're calling from the Republic's interior to 800 871 7777. You are responsible for tracking your Card Balance.

#### VIII. FEES

The Issuer may apply additional automatic charges to the Card Balance pursuant to the following: (i) for the activation of the Card, as previously stated in section III(b); (ii) for the monthly administration of the funds of the Card Balance, starting from the ninetyth (90<sup>th</sup>) calendar days after the purchase of the Card, as previously stated in section III(a), or; (iii) the replacement of the Card as stated in the following table:

Fund administration:	As of the third month of the purchase of the Card, the amount of MxCy\$35.00 VAT included will be deducted from the Card Balance on a monthly basis
Card Replacement	MxCy\$150.00 VAT included for the processing and delivery of the new Card.

The fees mentioned in items (i), (ii) and (iii) above may be consulted at the webpage [www.TarjetaVanilla.mx](http://www.TarjetaVanilla.mx), or by calling to (55) 1185 7777 from Mexico City, or if you're calling from the Republic's interior to 800 871 7777.

### IX. CARD VALUE

The Card's maximum value is printed at the front of the Card's package. The value that appears in the front of the package is the maximum quantity available for the Cardholder to use for his/her purchases made with the Card. Each time the Card is used, you allow to reduce the respective amount from the Card Balance and any applicable charges until the Card Balance is of MxCy\$0.00 (cero pesos 00/100, legal currency of the United Mexican States). You cannot exceed the amount available in the Card Balance in a single or a series of transactions. However, if your operation exceeds the available Card Balance, You will continue to be responsible for the amount of the operation and for any applicable charges.

### X. PARTIAL PAYMENTS

Some merchants don't allow to partially pay using the Card as a partial payment method for goods or services and to complete the payment with another payment method. If you wish to perform a partial payment at any given transaction and the merchant accepts it, you must inform the merchant the amount to be withdrawn from the Card (up to the Card Balance), and You shall pay the remaining amount using another payment method.

### XI. CARD REPLACEMENT

Should you need to replace the Card for theft, loss, damage or expiration, please call to (55) 1185 77 77 from Mexico City, or to 800 871 7777 from the interior of the Republic to request a replacement Card.

The replacement of the Card will be charged with an additional fee as previously stated at section IV, excluding the replacement of a Card purchased within the 90 (ninety) days of its expiration.

To manage the replacement of the Card, you'll be asked to give the Card's data, the receipt or proof of purchase to review, your name and address, the last four digits of your cell phone number or your activation code. The Card's replacement will take place only if the Card Balance is greater than MxCy\$150 (one hundred and fifty pesos 00/100, legal currency of the United Mexican States). The replacement can be managed directly at [www.TarjetaVanilla.mx](http://www.TarjetaVanilla.mx).

### XII. VALIDITY

The validity of the Card shall be the date that appears in the plastic (the "Validity Date").

### XIII. RECEIPTS AND PROOF OF TRANSACTIONS

You should receive a receipt or voucher when you make a transaction with the Card. You accept and acknowledge that you will be responsible of keeping, verifying and conciliate the transactions and charges made by the usage of the Card.

### XIV. DAMAGE, LOSS OR THEFT.

In the event of damage, theft or loss of the Card, the Cardholder shall immediately communicate to (55) 11 85 77 77 from Mexico City or to 800 871 7777 from the Republic's interior. From the moment you communicate to the Issuer that the Card has suffered any damage, loss or theft, the Card may not be used and the available Balance Card will be protected. As of the abovementioned report, the Issuer will proceed to the cancelation of the reported Card and will manage the replacement of said Card following the procedure stated at the "Card replacement" section of these T&Cs, by sending it to the Cardholder's address.

The Issuer is not responsible for theft, loss or improper usage of the Card. The Cardholder releases the Issuer and its commercial partners of any and all responsibility related to theft, and/or loss, and/or improper usage of the Card by a third party.

### XV. CLARIFICATIONS

For any clarifications regarding the Card, the Cardholder shall call to (55) 1185 7777 from Mexico City or to 800 871 7777 from the Republic's interior.

In the event the Cardholder uses the Card improperly, and said use causes a malfunction of the Card, the Issuer will only be responsible for its replacement. By "improper use" it is understood the exposure to magnetic fields, bending the Card, destroying it, or in any other way to corrupt the plastic of the Card.

### XVI. GUARANTEE ABSENCE

The Issuer is not responsible for the quality, security, legality or any other aspect of the products or services You acquire or contract with this Card.

### XVII. CARD CANCELLATION

The Issuer may cancel the Card unilaterally at any given time or pursuant to an order or resolution issued by a competent governmental authority.

Equally, the Issuer may cancel the Card in order to comply with Issuer's internal policies related with the following security measures: (i) size and kind of plastic, (ii) acceptance mark; (iii) Cardholder's signature; (iv) validity date; (v) card number; and (vi) all measures to prevent the copy or alteration of the Card.

### XVIII. MONEY LAUNDERING PREVENTION

In accordance to the Federal Law for the Prevention and Identification of Operations with Illegal Resources (the "Anti-money Laundering Law"), the distribution and sale of the Cards is considered a "Vulnerable" Activity. Thereby, you agree to give the Issuer and/or the merchant where you acquired the Card, any information and documentation that they may require or that is necessary to comply with the Anti-money Laundering Law and its bylaw, as well as any general regulation that the Anti-money laundering says apply.

### XIX. PERSONAL DATA

Toka Internacional, S.A.P.I de C.V., with its domicile at Monte Morelos 3831-A, Col. Loma Bonita, ZIP code 4586, Zapopan, Jalisco, Mexico, is responsible of the management of the Cardholder personal data. To know the management of your personal data please go to [www.TarjetaVanilla.mx](http://www.TarjetaVanilla.mx) in order to consult the Privacy Notice.

### XX. MISCELLANEOUS

In the event these T&C's is declared null or void or are deemed unenforceable by any governmental authority or competent court, the remainder of these T&C will not be compromised. These T&C may be modified at any given time by publishing the applicable T&C on the website [www.TarjetaVanilla.mx](http://www.TarjetaVanilla.mx).

### XXI. GOVERNING LAW AND JURISDICTION.

For the interpretation and compliance with these T&C, the Issuer and the Cardholder expressly and irrevocably abide to all the applicable laws in the United Mexican States and expressly and irrevocably agree to submit to the jurisdiction of the competent courts located in Mexico City and expressly and irrevocably waive to any jurisdiction they may be entitled to by virtue of their present and/or future domicile or for any other reason.

### XXII. TRADEMARKS

Vanilla® is a trademark property of E2Interactive, Inc. TOKA, with domicile at Calle Monte Morelos 3831-A, colonia Loma Bonita, Zapopan, Jalisco, Mexico, ZIP code 45086, has a trademark license for its use and exploitation.