

# **RULES OF THE PROMOTION**

## **“Roaming - service for Visa Premium cardholders”**

### **Official definitions**

**Bank** – a legal entity acting based on a banking license issued in Georgia, the Republic of Moldova and has the exclusive right to provide banking services.

**Contractor** – HighPass Europe OÜLLC , legal entity identification code: 14732451, location: Vahulille tee 6/2-35, 12015 Tallinn, Estonia. Contacts of the Contractor for information: e-mail office@highpass.aero, phone +372 514 6527 or otherwise, in accordance with the terms of these Rules.

**Cardholders** – individuals, holders of Visa Platinum, Visa Signature and Visa Infinite Cards, who are entitled to receive Roaming in accordance with the provisions hereof.

**Customer** – “Visa International Service Association”, located at: USA, CA 94404-2775, Foster City, Metro Center Boulevard, 900.

**Messenger** – mobile application (application) for messaging and video, in particular Viber , Telegram , WhatsApp.

**Organizer** – LIMITED LIABILITY COMPANY “INFOCUS”, identification code: 36563986, located at: 01023, 1A Sportyvna sq.

**Rules** – the rules of the promotion.

**QR code** – unique set of characters that allows the Cardholder to use Roaming.

**Term** – to 30.09.2025, unless otherwise specified by the Organizer.

**Roaming** – 3 gigabyte roaming package, that may be used in 127 countries.

**Chatbot** – chatbot “VisaConcierge”, via the link [https://mssg.me/concierge\\_\\_service](https://mssg.me/concierge__service), which is placed in Messengers.

All other terms that do not have their own interpretation in these Rules have a definition established by the provisions of the current legislation of Ukraine.

### **1. How to take part in the promotion**

**1.1.** To receive Roaming, the Cardholder is obliged to do the following:

- 1.1.1.** be the actual cardholder;
- 1.1.2.** click the “Roaming” button in the Chatbot menu;
- 1.1.3.** read these Rules;
- 1.1.4.** check the card for Roaming availability.

**1.2.** These Rules are the basic document between the Cardholder and the Organizer/Customer/Contractor. Acceptance of the provisions of these Rules is carried out through actions specified in paragraphs 1.1.1.-1.1.4. hereof. The Contractor may have its own additional rules/conditions for the provision of Roaming, which, however, should not differ from these Rules. The Cardholder independently decides whether he/she agrees to such rules/conditions and the consequences of such consent.

**1.3.** Making an acceptance by the Cardholder is carried out voluntarily and represents the conclusion of a written agreement on the terms of these Rules, in accordance with paragraph 2 of Article 642 of the Civil Code of Ukraine. Partial acceptance of the Rules is not allowed.

## **2. Procedure for obtaining Roaming**

**2.1.** After the successful completion of the actions specified in paragraphs 1.1.1.-1.1.4. (if Roaming is available) the Cardholder is provided with a QR code subject to the limits stipulated by these Rules.

**2.2 .** Roaming limits for the period of validity in accordance with the type of cards.

<b>Card Type</b>	<b>Number of QR Codes</b>
<b>Visa Platinum</b>	1 (one)
<b>Visa Signature</b>	2 (two)
<b>Visa Infinite</b>	3 (three)

**2.3.** Visa Signature and Visa Infinite cardholders cannot generate QR code for receiving the Roaming earlier than 14 (fourteen) calendar days after the preliminary use of Roaming.

**2.4** The Cardholder has 14 days to activate the QR code (Roaming service). After the expiration of this period the QR code will no longer be active. If the code will not be activated by the Cardholder within the specified period - the service is not returned to the client and is considered received.

**2.5.** Any monetary compensation in exchange for not received Roaming is not provided.

## **3. Responsibility of the Parties**

**3.1.** The Cardholder is responsible under the current legislation of Ukraine for the accuracy of the data and documents provided.

**3.2.** All Complaints must be submitted by the Cardholder directly to the Contractor or Organizer. The Cardholder cannot submit Complaints to the Customer. Such a Complaint must include the provision of poor-quality service (with a clear justification) and clear references to evidence, otherwise the Complaint will not be accepted for consideration. The final consideration of the Complaint is carried out by the Contractor, unless otherwise specified by the Organizer.

**3.3.** As a waiver, the Organizer and/or the Customer shall not be liable for any damage caused to any property or person, as well as for the non-compliance of services with the expectations of the Cardholder or third parties.

**3.4.** The Organizer and/or the Customer are not responsible for the subject, quality, quantity, and terms of Roaming provision and are not a party to the agreement between the Cardholder and the Contractor on receiving Roaming.

**3.5.** Any elements of the Roaming are accepted by the Cardholder “as is”.

## **4. Other provisions**

**4.1.** The Organizer has the right to involve third parties to fulfill obligations under these Rules.

**4.2.** In the event of a situation involving an ambiguous interpretation of these Rules, any controversial issues and/or issues not regulated by the Rules, the Organizer/Customer reserves the right to resolve such issues. Such decision of the Organizer/Customer is final and not subject to appeal.

**4.3.** The Organizer/Customer reserves the right to change the Rules. At the same time, information regarding changes and additions will be carried out by posting in the Chatbot. Such changes and additions shall enter into legal force from the moment of their publication, unless otherwise provided by the amendments/additions to these Rules.

**4.4.** The payment of taxes, fees and obligatory payments is also made by the person to whom the corresponding obligation is assigned by the provisions of the current legislation of Ukraine.

**4.5.** The Organizer/Customer does not enter into disputes between the Cardholder and the Contractor regarding Roaming .