

CardOnline

Terms of Service

Personal and Business Accounts

Version 1.1 | Effective date: 05 January 2025
Operated by Online Finance Limited, New Zealand

IMPORTANT

These Terms form a legally binding agreement between you and Online Finance Limited. By selecting “I Agree”, creating or using a CardOnline Account, or continuing to use the Services after an applicable update takes effect, you agree to these Terms. Please read them together with the Privacy Policy, Fee Schedule, Transaction Limits, Refund Policy and other policies referred to in these Terms.

1. About CardOnline and these Terms

1.1 CardOnline is a brand operated by ONLINE FINANCE LIMITED, a New Zealand company with NZBN 9429053282101 and Financial Service Provider registration FSP1011411. Our registered address is Suite 1298 Unit A Level G, 26 Hobson Street, Auckland 1010, New Zealand.

1.2 Online Finance Limited is registered on the New Zealand Financial Service Providers Register for financial services including issuing or managing means of payment and operating a money or value transfer service. Registration does not mean that CardOnline, its Services, or any Card are guaranteed, approved or endorsed by the New Zealand Government, the Financial Markets Authority, or any other regulator.

1.3 These Terms govern your use of CardOnline.io, your CardOnline Account, USDT funding, Card ordering, Card Top-Ups, Card management, transaction information, Telegram functionality, support and related services (together, the "Services").

1.4 CardOnline is designed as a crypto spending service. It is not a bank, cryptocurrency exchange, investment platform or lender. CardOnline does not provide investment advice or promise any return on USDT or other assets.

1.5 Some parts of the Services depend on independent third parties, including card issuers, programme managers, payment processors, Visa or other payment networks, banks, blockchain infrastructure, identity and compliance providers, telecommunications providers, digital-wallet providers and couriers. These parties may impose their own terms, limits and requirements.

2. Definitions

In these Terms:

- "Account" means a Personal Account or Business Account maintained on the CardOnline Platform.
- "Authorised Administrator" means a person authorised by a Business Customer to administer its Account and give instructions to CardOnline.
- "Authorised Cardholder" means an employee, contractor or other person whom a Business Customer authorises to possess or use a Card.
- "Business Customer" means a company or other business entity approved by CardOnline for a Business Account.
- "Card" means a virtual or physical payment card made available through CardOnline and issued by the applicable third-party Card Issuer.
- "Card Balance" means value credited to a particular Card through the applicable card programme. It is separate from the CardOnline USDT Balance and CardOnline's programme/master balances.
- "Card Issuer" means the third-party entity identified as issuer on the Card, in issuer terms or during supported digital-wallet provisioning.
- "Card Top-Up" means a request to apply value from a CardOnline USDT Balance toward funding a Card.
- "CardOnline USDT Balance" means the amount denominated in USDT recorded on CardOnline's internal ledger as available to the customer for supported CardOnline Services, after applicable fees, completed transactions and other authorised adjustments.
- "Fees" means the fees published by CardOnline or shown in the Account, including Card Creation Fees, USDT network fees, Card Top-Up Fees, ATM fees, 3DS fees, small-transaction fees, chargeback fees and other applicable fees.
- "Personal Customer" means an individual approved by CardOnline for a Personal Account.
- "Platform" means CardOnline's website, back office, APIs, Telegram integrations and related technology.
- "Supported Stablecoin" means USDT or any other stablecoin or similar blockchain-based value token that CardOnline designates as supported for the relevant Service from time to time.
- "USDT" means the supported Tether token on a blockchain network supported by CardOnline.
- "we", "us", "our" and "CardOnline" mean Online Finance Limited, unless the context requires otherwise.

- “you” and “your” mean the Personal Customer or Business Customer that entered into these Terms.

3. Eligibility, onboarding and Account approval

3.1 You must satisfy CardOnline's eligibility requirements, provide complete and accurate information, and successfully complete all required identity, business, AML/CFT, sanctions, fraud and other compliance checks before using the financial and Card Services.

3.2 An applicant may register for onboarding, but an unapproved applicant cannot deposit USDT, order or create a Card, perform Card Top-Ups or otherwise use CardOnline's financial or Card Services.

3.3 CardOnline may accept or decline an application in accordance with law, compliance obligations, risk controls, service availability and third-party programme requirements.

3.4 You must promptly update information that becomes inaccurate or incomplete. CardOnline may request further documents or information at any time where reasonably required for compliance, security, fraud prevention, service delivery or risk management.

3.5 You must not create duplicate or misleading Accounts, impersonate another person, conceal beneficial ownership or control, or use the Services for another person except through an approved Business Account or where CardOnline expressly permits it.

4. Personal and Business Accounts

4.1 A Personal Account is for the approved individual's own lawful use.

4.2 For a Business Account, the Business Customer is the CardOnline customer and contracting party. Its Authorised Administrators and Authorised Cardholders do not become separate CardOnline customers merely because they administer or use Cards.

4.3 A Business Customer is responsible for establishing and maintaining appropriate authority, permissions and internal controls for its Authorised Administrators and Authorised Cardholders.

4.4 CardOnline may rely on instructions submitted through properly authenticated Business Account credentials by an Authorised Administrator unless CardOnline has actual notice, or reasonable grounds to believe, that the instruction is unauthorised, fraudulent or compromised.

4.5 Business Customers must immediately remove access, freeze Cards or notify CardOnline when an Authorised Administrator or Authorised Cardholder ceases to be authorised.

4.6 CardOnline's corporate verification process may include verification of the Business Customer, directors, beneficial owners and other persons required by law or CardOnline's risk-based compliance procedures. CardOnline does not ordinarily require each employee Cardholder to undergo separate CardOnline KYC solely because that person receives a corporate Card, but CardOnline may request identification or other information where required by law, the Card Issuer, a programme provider, or CardOnline's risk controls.

4.7 If a Business Customer acquires the Services in trade, the parties agree that the Consumer Guarantees Act 1993 will not apply to the extent the statutory requirements for contracting out are satisfied and it is fair and reasonable that they be bound by this clause. Nothing in these Terms contracts out of any Fair Trading Act 1986 provision except to the extent expressly permitted by law and the statutory requirements for doing so are satisfied.

5. KYC, KYB, AML/CFT, KYT and sanctions

5.1 CardOnline operates compliance controls including KYC, KYB, AML/CFT, transaction monitoring, blockchain/KYT screening, sanctions screening, fraud controls and ongoing customer due diligence.

5.2 You authorise CardOnline to obtain, verify, screen, retain and disclose information reasonably required for these purposes, including through specialist third-party providers and public or commercial databases, subject to applicable privacy law.

5.3 CardOnline may delay, reject, freeze, restrict, investigate or report a transaction or Account where reasonably required by law, a regulator, sanctions obligations, AML/CFT controls, fraud or security concerns, blockchain risk indicators, Card Issuer or programme requirements, or CardOnline's legitimate risk controls.

5.4 CardOnline may be legally prohibited from telling you that a report has been made, that an investigation is occurring, or the detailed reason for a restriction.

5.5 You must not deposit USDT derived from unlawful activity or associated with sanctioned persons, sanctioned wallets, fraud, theft, scams, ransomware, darknet activity or other prohibited sources. A deposit may be held or restricted while CardOnline investigates or complies with legal obligations.

6. USDT deposits and CardOnline USDT Balance

6.1 CardOnline provides each approved Account with a unique deposit address for supported USDT networks. You must use only the token and blockchain network expressly supported for that address.

6.2 CardOnline controls the private keys to CardOnline deposit and treasury wallets. After the required blockchain confirmation, CardOnline credits the applicable CardOnline USDT Balance automatically, less the disclosed network fee.

6.3 Current network fees are published on the Website or in the Account. At launch, the intended fees are 1.00 USDT for supported ERC20 deposits and 4.90 USDT for supported TRC20 deposits. The current published Fee Schedule prevails if these amounts change.

6.4 CardOnline may sweep, aggregate and move deposited USDT between CardOnline-controlled wallets and customer-related funding arrangements for treasury, liquidity, security and Card Top-Up operations. Individual blockchain units are not segregated by customer after a sweep; customer balances are tracked through CardOnline's internal ledger.

6.5 CardOnline does not use amounts attributable to outstanding customer CardOnline USDT Balances to pay CardOnline's salaries, rent, marketing, developers or other corporate operating expenses. Fees validly charged to a customer cease to form part of that customer's CardOnline USDT Balance and may be used by CardOnline as its revenue.

6.6 CardOnline maintains operational reconciliation records for aggregate outstanding customer CardOnline USDT Balances and customer-related treasury/funding assets. Nothing in these Terms states that a particular blockchain token or wallet output is held separately for a particular customer, or determines any proprietary, trust or custodial characterisation that arises as a matter of applicable law.

6.7 The CardOnline USDT Balance does not earn interest, yield or investment return and is not intended as an investment product.

6.8 USDT sent to an incorrect address, unsupported token contract, unsupported blockchain network or incompatible destination may be permanently lost. CardOnline is not required to recover an unsupported or incorrectly sent transfer, although it may attempt recovery at its discretion and may charge reasonable recovery costs.

6.9 Native tokens sent to a CardOnline USDT address. CardOnline deposit addresses are provided for supported USDT deposits only. You must not send the native token of the applicable blockchain, including ETH to a CardOnline USDT ERC20 address or TRX to a CardOnline USDT TRC20 address, unless CardOnline expressly states that such deposits are supported.

6.10 If you send ETH, TRX or another unsupported native token or asset to a CardOnline USDT deposit address, that asset will not form part of your CardOnline USDT Balance and CardOnline does not guarantee that it can be identified, accessed, recovered or returned.

6.11 Where CardOnline determines that recovery is technically, operationally and legally possible, CardOnline may, at its discretion, agree to attempt recovery. A 10% Token Recovery Fee will apply to the amount of the token or asset successfully recovered. CardOnline may deduct the Token Recovery Fee directly from the recovered asset before returning the remaining amount to you.

6.12 For example, if you mistakenly transfer 1 ETH to your CardOnline USDT ERC20 deposit address and CardOnline agrees and is able to recover it, and 1 ETH is successfully recovered, the Token Recovery Fee would be 0.10 ETH and the remaining 0.90 ETH would be eligible for return, subject to any separately disclosed unavoidable blockchain/network transfer costs.

6.13 A recovery request does not create an obligation on CardOnline to recover an unsupported asset. Recovery may be unavailable because of wallet architecture, private-key or signing arrangements, blockchain or smart-contract characteristics, security controls, technical limitations, legal or compliance restrictions, third-party requirements or other circumstances. CardOnline is not liable for an unsupported asset that cannot be recovered, except to the extent liability cannot lawfully be excluded.

6.14 CardOnline may require identity verification, ownership information, transaction details, a supported return address and any other information reasonably required before attempting or completing a recovery. CardOnline may refuse or delay a return where required for AML/CFT, sanctions, fraud, security or other legal or compliance purposes.

6.15 Blockchain transactions are generally irreversible. Confirmation times, network congestion, forks, outages, gas conditions, smart-contract restrictions, token freezes and other blockchain events are outside CardOnline's direct control.

7. Stablecoin and blockchain risks

7.1 Supported Stablecoins are issued and operated by independent third parties. CardOnline does not guarantee that any Supported Stablecoin will maintain its intended or referenced value, remain redeemable, remain transferable, remain lawful in any jurisdiction, or continue to be supported by CardOnline.

7.2 A Supported Stablecoin may lose or deviate from its intended or referenced value, become depegged, be frozen or restricted by its issuer or through applicable blockchain controls, or be affected by technical, legal, regulatory, market, liquidity or issuer-related events. You accept these inherent risks when choosing to use a Supported Stablecoin with CardOnline.

7.3 CardOnline may add, change, suspend or discontinue support for a Supported Stablecoin or blockchain network where reasonably required for legal, regulatory, compliance, security, technical, operational, third-party or material risk reasons. Where reasonably practicable, CardOnline will provide notice or instructions concerning affected Services or remaining supported balances.

8. Cards and Card Issuer

8.1 Cards are issued by an independent Card Issuer under the applicable payment-network programme. The Card Issuer may be identified on the physical Card, in issuer terms, or when linking a Card to a supported digital wallet.

8.2 CardOnline is not the bank or Card Issuer. CardOnline purchases, facilitates and manages access to Cards through independent programme infrastructure and provides the customer-facing Platform, Card ordering, Top-Ups, management and support.

8.3 A Card may not display CardOnline branding. Card appearance, issuer, BIN, programme features, supported wallets, countries, currencies and other characteristics may change where required by the Card Issuer, programme provider, payment network or CardOnline.

8.4 You may be required to accept separate Card Issuer or digital-wallet terms. Those terms are between you and the relevant third party to the extent stated in those terms.

8.5 CardOnline does not guarantee that any merchant, ATM, digital wallet or payment network will accept a Card or that an authorisation will be approved.

9. Card creation and physical delivery

9.1 Card Creation Fees are charged as shown in the current Fee Schedule. CardOnline may incur separate wholesale costs to create or procure the Card.

9.2 Virtual Cards do not require physical shipment.

9.3 Physical Cards may be supplied to CardOnline in bulk and then packaged and shipped by CardOnline or its courier provider to the delivery address supplied by you.

9.4 You are responsible for providing a complete and accurate delivery address and for complying with local import, customs and delivery requirements.

9.5 Estimated delivery times are estimates, not guarantees. Delays caused by couriers, customs, border controls, incorrect addresses, failure to collect, weather or other matters outside CardOnline's reasonable control do not by themselves constitute a CardOnline service failure.

9.6 If a Physical Card is not received, CardOnline will investigate tracking and delivery information. Where CardOnline determines that the shipment was not successfully delivered and a refund is appropriate, the Card Creation Fee may be refunded to the CardOnline USDT Balance, subject to applicable law and the Refund Policy. CardOnline may instead arrange replacement or reshipment where appropriate.

9.7 Where tracking records reasonably show successful delivery to the nominated address, CardOnline may require further evidence before issuing a refund or replacement.

10. Card Top-Ups

10.1 Card Top-Up requests are submitted in USDT.

10.2 When you submit a Card Top-Up, the full requested USDT amount is deducted from your CardOnline USDT Balance. CardOnline deducts the applicable Card Top-Up Fee from that requested amount, and the remainder is converted or applied at the applicable CardOnline rate to the Card's native currency.

10.3 Example only: if you request a 100 USDT Card Top-Up and the applicable Card Top-Up Fee is 1.5%, 1.50 USDT is charged as the fee and the remaining 98.50 USDT is applied to the Card Top-Up. If the applicable USDT/USD rate is 1:1, the resulting Card credit would be USD 98.50.

10.4 CardOnline may maintain customer-related funding with an independent programme provider in advance to support efficient Card Top-Ups. A customer does not acquire any direct ownership, access or control over CardOnline's programme/master account or CardOnline's accounts with third-party providers.

10.5 Card Top-Ups are subject to available CardOnline funding, Card and programme limits, compliance controls, system availability and third-party processing.

10.6 If a Card Top-Up encounters a technical failure, CardOnline may keep the request in processing status while it retries or investigates the transaction. If CardOnline determines that the Top-Up cannot be completed, CardOnline may restore the full requested USDT amount, including the Card Top-Up Fee, to the customer's CardOnline USDT Balance.

10.7 Processing windows and estimated completion times published by CardOnline are operational targets and not guarantees, unless CardOnline expressly states otherwise.

11. Fees, exchange rates and deductions

11.1 You must pay the Fees applicable to your Account, plan, Card and transactions. Current Fees are published on the Website and/or shown in the Billing section of the Account.

11.2 CardOnline may change Fees prospectively in accordance with clause 28. Fees already properly incurred remain payable.

11.3 Exchange rates displayed or applied by CardOnline may differ from spot, interbank, exchange, stablecoin or third-party provider rates. The applicable CardOnline rate shown or otherwise made available for the relevant transaction is the rate used for that transaction.

11.4 Properly disclosed customer-payable fees may be deducted or recovered from the CardOnline USDT Balance, Card Balance, refunds or other amounts payable to you where technically appropriate and legally permitted.

11.5 Normal customer-payable fees include, where applicable, ATM fees, 3DS fees, small-transaction fees and chargeback fees. CardOnline ordinarily does not absorb those Fees.

11.6 If CardOnline incurs a material third-party programme charge, fine, loss or cost directly attributable to your or an Authorised Cardholder's breach, prohibited activity, abuse, excessive transaction behaviour or other conduct contrary to these Terms or published Card rules, CardOnline may seek reasonable recovery of that amount from you to the extent permitted by law. CardOnline will not treat every upstream charge as automatically recoverable and will consider the connection to the conduct, the amount, and the circumstances.

12. Card Limits & Banned Transaction Types

12.1 Cards are subject to transaction, ATM, purchase, funding, velocity, geographic, merchant-category and programme limits. For the latest CardOnline card spending, ATM withdrawal, and banned transaction categories, please refer to our Transaction Limits page.

12.2 Prohibited or restricted categories may include financial or quasi-cash transactions, gambling or lottery transactions, adult services, multi-level marketing or pyramid activity, virtual-currency purchases, weapons or sensitive goods, and any category prohibited by the Card Issuer, payment network, law or CardOnline's risk framework.

12.3 You must not attempt to evade a restriction by splitting transactions, misdescribing transactions, using another merchant category, routing through another person, or otherwise circumventing controls.

12.4 Repeated or excessive declined transactions or validation-type transactions can create programme risk and third-party costs. CardOnline may review, restrict or suspend an Account or Card where the applicable decline rate exceeds 10%, validation-type transaction rate exceeds 15%, or another published programme threshold is exceeded. CardOnline may consider the measurement period, transaction volume, cause, severity and other circumstances rather than treating every threshold breach as automatic termination.

12.5 CardOnline may update Card limits and prohibited categories where required by the Card Issuer, payment network, law, security, risk controls or programme requirements.

13. Authorisations, reversals, merchant refunds and disputes

13.1 Card transactions may involve authorisations, pending transactions, completed transactions, reversals, partial reversals, merchant refunds and chargebacks. These are different processes and may have different processing times.

13.2 A merchant refund is initiated through the merchant/payment network and ordinarily returns to the applicable Card Balance. It is not a CardOnline refund.

13.3 A reversal is a payment-system reversal or release of an authorisation and may occur without CardOnline initiating it.

13.4 CardOnline may facilitate eligible transaction disputes and chargebacks through its upstream programme channels, but CardOnline does not control the final decision of the Card Issuer, payment network, acquirer or merchant.

13.5 The current chargeback fee is USD 40 where applicable. The Billing page or Fee Schedule will state the applicable fee and CardOnline may require payment before or as part of initiating the formal dispute process.

13.6 You must promptly report unauthorised or disputed transactions and provide information reasonably requested for investigation. Time limits imposed by the Card Issuer or payment network may apply.

14. Cashback

14.1 CardOnline may from time to time offer cashback in connection with certain Cards and eligible Card purchase transactions. Cashback is a discretionary benefit offered by CardOnline and is not a guaranteed entitlement, account balance, deposit, debt, or contractual right merely because a cashback rate or offer is advertised, displayed or otherwise promoted.

14.2 Cashback is available only on Cards, programmes and transactions that CardOnline determines are eligible at the time cashback is calculated or paid. Not all Card types, currencies, plans, customers, merchants or purchase transactions are necessarily eligible for cashback.

14.3 ATM withdrawals are not eligible for cashback. CardOnline may also exclude other transaction types from cashback eligibility, including where required or determined by the Card Issuer, card programme, payment network, transaction classification, merchant information, programme rules or CardOnline's cashback rules.

14.4 Any cashback percentage or offer advertised by CardOnline describes the cashback benefit that may be available on qualifying transactions and does not guarantee that cashback will be earned or paid on every transaction. Eligibility is determined using the information, transaction classification, programme data and rules available to CardOnline when cashback is calculated or paid.

14.5 CardOnline has discretion, acting in accordance with applicable law, to determine whether a transaction qualifies for cashback and whether cashback is payable. CardOnline may withhold, decline, reverse or adjust cashback where a transaction is ineligible, reversed, refunded, disputed, fraudulent, abusive, incorrectly classified, technically unsupported, or otherwise does not satisfy applicable cashback or card-programme requirements.

14.6 Cashback availability, eligibility criteria, rates, supported Cards and programme conditions may change, be suspended or be withdrawn prospectively at any time, including because of changes imposed by a Card Issuer, programme provider, payment network or other third party on which the cashback programme depends.

14.7 To the maximum extent permitted by law, CardOnline is not liable for cashback that is unavailable, not earned, withheld, adjusted or not paid because a Card or transaction is ineligible or because of Card Issuer, card-programme, payment-network, transaction-classification or other third-party requirements outside CardOnline's reasonable control. Nothing in this clause excludes any right or liability that cannot lawfully be excluded.

15. Account and Card security

15.1 You are responsible for safeguarding passwords, authentication credentials, devices, Card details, PINs, email accounts, Telegram accounts and other security credentials used with CardOnline.

15.2 You must notify CardOnline immediately if you suspect compromise, unauthorised access, loss, theft or misuse.

15.3 CardOnline may freeze or restrict an Account or Card where reasonably necessary to protect you, CardOnline, other customers, the Card Issuer or the programme.

15.4 CardOnline will never require you to disclose a private key for a CardOnline-controlled deposit address because those keys are controlled by CardOnline.

15.5 You are responsible for losses resulting from your own fraud, intentional misconduct, misuse of the Services, disclosure or mishandling of credentials, failure to take reasonable security precautions, incorrect instructions, use of an incorrect or unsupported wallet address or blockchain network, prohibited or unauthorised activity, or other action or omission by you or an Authorised User that causes or contributes to the loss, subject to rights and remedies that cannot lawfully be excluded.

15.6 CardOnline may attempt to assist in tracing, restricting, reversing or recovering funds lost or transferred as a result of your actions, instructions, misuse, security failure or error, but recovery may be technically, legally or operationally impossible. CardOnline does not guarantee that such funds can be recovered and, to the maximum extent permitted by law, is not responsible for failing to recover funds where the loss was caused by circumstances attributable to you or an Authorised User and was not caused by CardOnline's breach of a non-excludable legal duty.

16. Telegram and external communication services

16.1 CardOnline may offer optional integration with Telegram or other third-party communication services for alerts and selected account functions.

16.2 By linking an external account, you authorise CardOnline to transmit the selected notifications and account information to the account you link.

16.3 Telegram and other communication platforms are independent third parties. Their availability, security and privacy practices are outside CardOnline's direct control.

16.4 You are responsible for linking the correct account and securing it. Business Customers are responsible for ensuring that Telegram linking or unlinking performed by an Authorised Administrator is properly authorised.

16.5 CardOnline may disable an integration where reasonably required for security, privacy, compliance or technical reasons.

17. Service availability and third-party infrastructure

17.1 CardOnline aims to provide reliable Services but does not guarantee that the Platform, Cards, blockchains, APIs, payment networks, banks, digital wallets, telecommunications systems or third-party programme infrastructure will be uninterrupted, error-free or continuously available.

17.2 CardOnline may perform maintenance, upgrades, emergency work, security changes or service migrations.

17.3 Independent third parties may change, suspend, restrict or discontinue services, countries, Cards, currencies, BINs, limits, features or integrations. CardOnline may need to make corresponding changes to the Services.

17.4 CardOnline will use reasonable efforts appropriate to the circumstances to respond to material service failures within CardOnline's control. Nothing in these Terms excludes CardOnline's responsibility where liability cannot lawfully be excluded.

18. Suspension, restriction and termination by CardOnline

18.1 CardOnline may restrict, suspend, freeze or terminate all or part of an Account or Service where CardOnline has reasonable grounds relating to:

- AML/CFT, KYC, KYB, KYT, sanctions or other legal or regulatory requirements;
- fraud, scams, security compromise, suspicious activity or unlawful conduct;
- prohibited transactions, repeated attempts to evade controls, or misuse of Cards or the Platform;
- materially excessive declines, validation transactions, refunds, disputes, reversals or chargeback risk;
- inaccurate, misleading, incomplete or unverifiable customer information;
- breach of these Terms or incorporated policies;
- a Card Issuer, payment network, programme provider, bank, blockchain provider or other material third party requiring or causing a restriction;
- a material threat to CardOnline, customers, the Card programme or third parties;
- non-payment of properly due Fees or amounts;
- programme discontinuation, product withdrawal or inability to continue providing the Service lawfully or reasonably.

18.2 CardOnline will take action proportionate to the circumstances and for no longer than reasonably necessary where practicable. CardOnline may give notice and reasons where legally permitted and reasonably practicable, but may act immediately where necessary for law, AML/CFT, sanctions, security, fraud, third-party programme requirements or protection of funds.

18.3 Suspension does not remove obligations already incurred.

19. Refunds

19.1 Except where otherwise required by applicable law, fees and Services that have been successfully supplied are generally non-refundable.

19.2 Physical Card non-delivery: CardOnline may refund the applicable Card Creation Fee to the CardOnline USDT Balance, replace the Card or reship after reasonable investigation, subject to clause 9 and the Refund Policy.

19.3 Virtual Card creation: the Card Creation Fee is generally non-refundable once the Virtual Card has been successfully created, except where required by law or where there is a material failure attributable to CardOnline and an appropriate remedy is required.

19.4 Card Top-Ups: completed Card Top-Ups are generally non-refundable by CardOnline. If a Top-Up cannot be completed because of a material CardOnline or processing failure, CardOnline may restore the full requested amount, including the Top-Up Fee, to the CardOnline USDT Balance.

19.5 Merchant refunds, reversals and chargebacks are not governed by the CardOnline refund rules in this clause.

19.6 CardOnline may investigate abnormal or excessive refund activity where it reasonably indicates fraud, abuse, misuse, operational risk or exploitation of the refund process. CardOnline may apply proportionate restrictions where justified.

20. Closing your Account and clearing balances

20.1 You may request closure of your Account subject to pending transactions, disputes, legal holds, compliance checks, unpaid Fees and other outstanding obligations.

20.2 CardOnline is designed primarily for funding and spending through CardOnline Cards and is not a general-purpose cryptocurrency withdrawal service. Routine withdrawal of your CardOnline USDT Balance or Card Balance to an external cryptocurrency wallet is not a standard Service.

20.3 Before requesting Account closure, you should clear your Card Balance by either spending the available balance using your Card or, where supported, withdrawing cash through an ATM. Standard Card and ATM Fees, limits and other applicable charges will apply.

20.4 If you request Account closure while value remains in your CardOnline USDT Balance or Card Balance, the following options apply:

- (a) Customer clearance: you may first clear your Card Balance through Card spending or, where supported, ATM withdrawal in accordance with clause 20.3; or
- (b) CardOnline balance recovery: where available and agreed by CardOnline, you may request CardOnline to arrange recovery and clearance of your remaining eligible balances. This is an exceptional manual balance-recovery service and is not a standard withdrawal function.

20.5 Where CardOnline agrees to perform the balance-recovery process under clause 20.4(b), a 5% Account Closure Balance Recovery Fee will apply to the total eligible balance being recovered or cleared by CardOnline, including any eligible Card Balance and CardOnline USDT Balance involved in the closure process. CardOnline may also deduct or pass through separately disclosed unavoidable blockchain/network or third-party transfer costs where applicable.

20.6 Recovery of a Card Balance may require CardOnline to request withdrawal of value from the Card through its card programme, complete reconciliation and, where applicable, conversion and transfer processes. A Card Withdraw returns value to CardOnline's programme/master balance and does not itself constitute a USDT withdrawal to the customer.

20.7 Any external return or transfer of an eligible remaining balance is subject to CardOnline supporting the required recovery and transfer process at the relevant time, as well as AML/CFT, sanctions, fraud, blockchain, identity/address verification and other applicable compliance checks. CardOnline may require you to nominate and verify a supported external USDT address.

20.8 CardOnline may be unable to recover or transfer some or all remaining value where the Card Issuer, card programme, blockchain network, legal requirement or another third party has frozen, restricted or made the value inaccessible. In that situation, CardOnline will act in accordance with available procedures and applicable law but cannot guarantee recovery or transfer.

21. Third-party failure, insolvency and programme risk

21.1 CardOnline depends on independent third parties. Risks include technical failure, cyber incidents, insolvency, administration, liquidation, receivership, regulatory intervention, banking loss, payment-network suspension, programme termination, asset freezes, blocked settlements and loss of access to third-party balances.

21.2 Value transferred by CardOnline into a third-party programme/master arrangement may become temporarily or permanently inaccessible if that third party fails, freezes funds or ceases operations. CardOnline does not maintain a security deposit or guarantee from every third-party provider sufficient to eliminate this risk.

21.3 CardOnline will use reasonable commercial efforts appropriate to the circumstances to pursue available contractual, operational or legal remedies where a material third-party failure affects customers.

21.4 To the maximum extent permitted by law, CardOnline is not liable for loss caused solely by an independent third party or infrastructure event outside CardOnline's reasonable control, except to the extent the loss results from CardOnline's own breach of a non-excludable legal duty or other liability that cannot lawfully be excluded.

21.5 Nothing in this clause guarantees that CardOnline can recover assets from an insolvent, malicious, sanctioned, frozen or inaccessible third party.

22. Customer responsibilities and prohibited conduct

22.1 You must use the Services lawfully and only for their intended purpose.

22.2 You must not use CardOnline for fraud, money laundering, terrorist financing, sanctions evasion, stolen funds, scams, illegal goods or services, unauthorised access, card testing, transaction laundering, abusive chargebacks or other unlawful or prohibited conduct.

22.3 You are responsible for information and instructions you provide and for ensuring that nominated wallet addresses, delivery addresses and transaction details are accurate.

22.4 Business Customers are responsible for the acts and omissions of Authorised Administrators and Authorised Cardholders within the scope of their authority, subject to applicable law.

22.5 You must cooperate reasonably with investigations, disputes, compliance reviews and requests for information.

23. Records and transaction evidence

23.1 CardOnline maintains electronic records including ledger entries, transaction records, blockchain transaction identifiers, timestamps, API logs, Account activity, authentication events, Card records, support records and compliance records.

23.2 To the extent permitted by law, CardOnline's electronic records are prima facie evidence of Account activity and transactions unless shown to be incorrect or affected by manifest error. They are not conclusive or unchallengeable.

23.3 You should review Account and Card activity promptly and notify CardOnline of suspected errors or unauthorised activity.

24. Privacy

24.1 CardOnline collects, uses, stores and discloses personal information in accordance with its Privacy Policy and applicable privacy law.

24.2 Information may include identity and contact details, government identification, photographs, selfie/liveness or biometric-related information, business and beneficial ownership information, device and IP information, transaction information, blockchain data, compliance and screening results, support communications and other information reasonably required to provide or protect the Services.

24.3 CardOnline uses specialist service providers, including identity/KYC/KYB, AML/sanctions, hosting, security, communications and other technology providers. Information may be processed outside New Zealand subject to applicable law and CardOnline's Privacy Policy.

24.4 CardOnline may retain information for periods required by law, AML/CFT obligations, dispute management, fraud prevention, legitimate business purposes and record-keeping requirements.

24.5 Privacy incidents will be handled in accordance with applicable law, including notification obligations where a breach is notifiable.

24.6 The Privacy Policy forms part of the contractual framework for the Services but does not limit rights under the Privacy Act 2020 or an applicable privacy code.

25. Intellectual property and permitted use

25.1 CardOnline and its licensors own or license the Platform, software, branding, designs, documentation and other intellectual property used to provide the Services.

25.2 CardOnline grants you a limited, revocable, non-exclusive and non-transferable right to use the Platform for your approved Account and the intended Services.

25.3 You must not copy, reverse engineer, scrape, interfere with, resell, sublicense, exploit or attempt unauthorised access to the Platform except where law expressly permits it.

26. Liability

26.1 Nothing in these Terms excludes, restricts or modifies any guarantee, right, remedy, duty or liability that cannot lawfully be excluded, restricted or modified, including applicable rights under the Consumer Guarantees Act 1993, Fair Trading Act 1986 and Financial Markets Conduct Act 2013.

26.2 Subject to clause 26.1 and to the maximum extent permitted by law, CardOnline is not liable for indirect, consequential, special or exemplary loss; loss of profit, revenue, business opportunity, goodwill or anticipated savings; market movement or USDT depeg; blockchain congestion or unsupported transfers; merchant refusal; payment-network or Card Issuer decisions; or independent third-party outages, freezes, insolvency or failures outside CardOnline's reasonable control.

26.3 CardOnline is not liable for loss caused by your fraud, unlawful conduct, incorrect instructions, unsupported blockchain transfer, failure to secure credentials, or breach of these Terms, except to the extent CardOnline contributed to the loss through liability that cannot lawfully be excluded.

26.4 CardOnline does not exclude liability for its own fraud or wilful misconduct, and no limitation in these Terms applies where applying it would be unlawful.

26.5 For a Business Customer, and subject to clauses 25.1 and 25.4, CardOnline's aggregate liability arising out of or in connection with the Services during any 12-month period is limited to the total Fees paid by that Business Customer to CardOnline during the 3 months immediately preceding the event giving rise to the claim. This limitation does not include the principal amount of an eligible customer balance that CardOnline is independently required by these Terms or applicable law to return.

26.6 For a Personal Customer, any contractual limitation or exclusion in these Terms applies only to the extent permitted by applicable consumer law. Where a monetary cap may lawfully apply to a claim not governed by a non-excludable statutory remedy, CardOnline's aggregate liability is limited to the greater of NZD 500 or the total Fees paid by that Personal Customer to CardOnline during the 3 months immediately preceding the event giving rise to the claim. This cap does not include the principal amount of an eligible customer balance that CardOnline is independently required by these Terms or applicable law to return.

26.7 Each exclusion and limitation in this clause is intended to operate separately and only to the maximum extent permitted by law.

27. Business Customer indemnity

27.1 To the extent permitted by law, a Business Customer indemnifies CardOnline against reasonable third-party claims, losses, fines, costs and expenses directly arising from:

- the Business Customer's material breach of these Terms;
- unlawful or prohibited use of the Services by the Business Customer or an Authorised User acting within the authority granted by the Business Customer;
- materially false or misleading information supplied by or for the Business Customer;
- infringement of third-party rights caused by content or instructions supplied by the Business Customer.

27.2 This indemnity does not apply to the extent the relevant loss was caused by CardOnline's own breach, negligence, fraud, wilful misconduct or other liability that cannot lawfully be excluded, and CardOnline must take reasonable steps to mitigate recoverable loss.

28. Complaints and dispute resolution

28.1 If you have a complaint, please first contact CardOnline through the support channel or ticket function made available in your Account or on the Website. Please provide enough information for CardOnline to investigate.

28.2 CardOnline will handle complaints in accordance with its internal complaints process and applicable financial-service obligations.

28.3 Online Finance Limited is a member of Financial Services Complaints Limited (FSCL), an independent external dispute resolution scheme. If an eligible complaint is not resolved through CardOnline's internal process, you may be able to refer it to FSCL free of charge.

28.4 FSCL can be contacted through fsc.org.nz or by telephone on 0800 347 257 within New Zealand or +64 4 472 3725 internationally. Nothing in these Terms prevents you from exercising any other right available under applicable law.

29. Changes to these Terms, Fees and Services

29.1 CardOnline may update these Terms, incorporated policies, Fees, limits or Services for legal, regulatory, compliance, security, fraud-prevention, technical, operational, commercial or third-party programme reasons.

29.2 For material changes that are adverse to customers, CardOnline will provide reasonable advance notice where reasonably practicable and will state the effective date. You may stop using the affected Service and request Account closure before the change takes effect, subject to outstanding obligations.

29.3 CardOnline may make a change immediately where reasonably necessary because of law, regulation, sanctions, AML/CFT, security, fraud, urgent technical risk or a mandatory Card Issuer, payment-network or programme requirement.

29.4 Non-material or beneficial changes may take effect on publication or on the date stated by CardOnline.

29.5 Continued use of the Services after an applicable change takes effect constitutes acceptance of the updated Terms to the extent permitted by law. CardOnline will maintain version/effective-date information for the Terms.

30. Communications and notices

30.1 CardOnline may send service, security, legal, compliance, transaction and Account communications by email, Account notification, support ticket, Website notice, Telegram where linked, or another contact method you provide.

30.2 You must maintain current contact information and review important Account communications.

30.3 Service and legal communications are different from marketing communications. Marketing communications will be sent in accordance with applicable electronic-messaging and privacy requirements, including applicable unsubscribe rights.

31. Force majeure

31.1 Subject to rights and liabilities that cannot lawfully be excluded, CardOnline is not liable for delay or failure caused by events beyond its reasonable control, including natural disasters, war, civil disorder, government action, sanctions, telecommunications or internet failure, blockchain disruption, power failure, cyberattack by a third party, banking disruption, payment-network outage, labour disruption, epidemic or pandemic, or failure of critical third-party infrastructure.

31.2 CardOnline will use reasonable efforts appropriate to the circumstances to mitigate material effects and resume affected Services where practicable.

32. Assignment, transfer and subcontracting

32.1 You may not assign or transfer your Account or rights under these Terms without CardOnline's prior written consent.

32.2 CardOnline may use subcontractors and service providers to perform parts of the Services.

32.3 CardOnline may assign or transfer these Terms or relevant business assets to an affiliate, successor or purchaser as part of a bona fide restructuring, financing, merger, sale or transfer of the CardOnline business, provided this does not remove non-excludable customer rights and is carried out in accordance with applicable law.

33. General terms

33.1 These Terms, together with the Privacy Policy, Fee Schedule, Transaction Limits, Refund Policy and any other expressly incorporated policy or product terms, form the agreement between you and CardOnline concerning the Services.

33.2 If there is a conflict, any mandatory law prevails. Subject to that, specific product or transaction terms prevail over these general Terms for that product or transaction, and these Terms prevail over general website material.

33.3 If any provision is invalid or unenforceable, it will be read down to the minimum extent necessary or severed, and the remaining provisions continue.

33.4 A delay or failure by CardOnline to enforce a right is not a waiver of that right.

33.5 Provisions that by their nature are intended to survive closure or termination, including Fees, liability, indemnities, privacy, records, disputes and accrued rights, survive.

33.6 Headings are for convenience only. "Including" means including without limitation. A reference to law includes amendments and replacement legislation.

34. Governing law and jurisdiction

34.1 These Terms are governed by the laws of New Zealand.

34.2 Subject to any mandatory consumer, tribunal, dispute-resolution or statutory rights, the courts of New Zealand have non-exclusive jurisdiction over disputes arising from these Terms or the Services.

34.3 Nothing in this clause prevents an eligible customer from using FSCL or another forum that applicable law makes available.

35. Contact and legal entity

CardOnline is operated by:

- ONLINE FINANCE LIMITED
- FSP1011411
- NZBN 9429053282101
- Suite 1298 Unit A Level G, 26 Hobson Street, Auckland 1010, New Zealand
- Website: CardOnline.io

For support, complaints or Account matters, use the support channel made available through the CardOnline Website or your CardOnline Account.

36. Acceptance

By selecting "I Agree" during registration or onboarding, you confirm that you have had the opportunity to read these Terms and the incorporated policies, that the information you have provided is accurate, and that you agree to be bound by this agreement.

If you are accepting these Terms for a Business Customer, you represent that you are authorised to bind that Business Customer.