

Spend.Net — Acceptable Use and Restrictions Policy

Effective date: 15 May 2026

1. Purpose and scope

This Acceptable Use and Restrictions Policy (the "AUP", also referred to in earlier versions as the "Internal Policy") supplements the Terms and Conditions and forms part of the contractual relationship between Widberg Affiliates Limited (the "Administrator") and customers of the Spend.Net platform. It specifies the customer and merchant jurisdictions that are not supported by Spend.Net, the categories of activity that are prohibited on the platform, and certain operational rules that customers must observe when using the Services.

Defined terms used and not otherwise defined in this AUP have the meanings given to them in the Terms and Conditions.

2. Restricted customer jurisdictions

Spend.Net cannot provide Services to applicants or customers who are citizens or residents of, or who are otherwise based in or acting from, the following jurisdictions:

- Islamic Republic of Afghanistan
- Republic of Albania
- American Samoa (Territory of the United States)
- Republic of Belarus
- Bosnia and Herzegovina
- Republic of Burundi
- Canada
- Central African Republic
- Republic of the Congo
- Democratic Republic of the Congo
- Republic of Cuba
- Guam (Territory of the United States)
- Hong Kong Special Administrative Region of the People's Republic of China
- Islamic Republic of Iran
- Republic of Iraq
- Republic of Kosovo

- Lebanese Republic (Lebanon)
- Republic of Liberia
- State of Libya
- Republic of the Marshall Islands
- Montenegro
- Republic of the Union of Myanmar (Burma)
- Republic of Nicaragua
- Commonwealth of the Northern Mariana Islands (Territory of the United States)
- Republic of North Macedonia
- Democratic People’s Republic of Korea (North Korea)
- Commonwealth of Puerto Rico (Territory of the United States)
- Russian Federation (Russia)
- Republic of Serbia
- Federal Republic of Somalia
- Republic of South Sudan
- Republic of the Sudan
- Syrian Arab Republic
- Ukraine
- United States of America
- United States Virgin Islands (Territory of the United States)
- Bolivarian Republic of Venezuela
- Republic of Yemen
- Republic of Zimbabwe

Spend.Net also reserves the right to decline or terminate a relationship with any applicant or customer connected to additional jurisdictions where required by applicable sanctions regimes, our Issuing Partners, or our risk policies.

3. Restricted merchant jurisdictions

Our virtual debit card solution does not support transactions with merchants located in, or that are otherwise based in or acting from, the following jurisdictions:

- Islamic Republic of Afghanistan
- Republic of Belarus
- Republic of Burundi
- Central African Republic
- Republic of the Congo

- Democratic Republic of the Congo
- Republic of Cuba
- Hong Kong Special Administrative Region of the People’s Republic of China
- Islamic Republic of Iran
- Republic of Iraq
- Lebanese Republic (Lebanon)
- Republic of Liberia
- State of Libya
- Republic of the Union of Myanmar (Burma)
- Republic of Nicaragua
- Democratic People’s Republic of Korea (North Korea)
- Russian Federation (Russia)
- Federal Republic of Somalia
- Republic of South Sudan
- Republic of the Sudan
- Syrian Arab Republic
- Ukraine
- Bolivarian Republic of Venezuela
- Republic of Yemen
- Republic of Zimbabwe

4. Prohibited items, services, and merchant categories

The following items, services, and merchant categories are prohibited on the platform. Transactions identified as falling within these categories may be declined, reversed where possible, and may lead to an Account Lockdown and termination of the relationship:

- Cultural artefacts: items classified as archaeological heritage or otherwise unlawful to trade.
- Prescription medications: prescription-only drugs, raw materials or ingredients, and instructions for their production.
- Forgery items: identification documents, government papers (original or counterfeit), or any tools intended for creating counterfeit documents.
- Security and military equipment: devices specifically made for law-enforcement or military use, including police uniforms and insignia.
- Confidential information: items or services involving the unauthorised disclosure of state, banking, or trade secrets.
- Hacking tools: tools or software used to bypass protective measures on physical or electronic systems, or to gain unauthorised access to systems or data.

- Weapons and explosives: weapons of any kind, ammunition, defensive products, and devices or instructions for creating such items.
- Defamatory or invasive content: items that infringe individual or organisational privacy, integrity, or reputation.
- Official state symbols: state honours, awards, and badges.
- Human parts: sale of human organs, tissues, or remains of any kind.
- Illegal substances: all forms of illegal drugs, drug-like substances including plants, and their components or production instructions.
- Copyright-circumvention tools: equipment or software intended to bypass copyright protection, technical protection measures, or regional restrictions.
- Unverified financial instruments: financial instruments, including electronic payment products, that lack proper identification controls to prevent unlawful transactions.
- Modified products: items with altered, defaced, or missing serial numbers.
- Illicit electronic equipment: electronic devices prohibited in the user's country or region.
- Counterfeit goods: fake or imitation products that unlawfully replicate original items.
- Morally questionable materials: items violating public morality, including child sexual abuse material, content promoting hateful ideologies, escort services, and prostitution.
- Telecommunications: transactions involving VoIP communication systems and certain mobile-communication services.
- Incitement: products or services promoting or inciting illegal activities, hatred, violence, or discrimination.
- Hazardous materials: goods containing explosive, toxic, poisonous, or radioactive materials.
- Personal data and spam: personal data offered for sale, or tools for illegal activities such as unsolicited bulk emails.
- Gift cards: the purchase of digital or physical gift cards using the Services.
- Delivery services: postal and delivery services purchased through the Services.
- Gambling: internet gambling or any platform that accepts the placement of bets.
- Virtual currency cash-out and unauthorised crypto-merchants: merchants whose primary purpose is to convert card-funded value into anonymous digital assets in a manner inconsistent with applicable AML/CTF requirements.

5. Additional usage rules

5.1 Platform compliance

Customers must comply at all times with these rules, with the Terms and Conditions, with the rules of Visa, Mastercard, and any other card scheme whose products are made available through the platform, and with the requirements of our Issuing Partners. Non-compliance will result in immediate suspension of the relevant Account and may result in termination.

5.2 Restricted resale activities

The unauthorised resale, transfer, or distribution of Spend.Net virtual debit cards or wallets to third parties is strictly prohibited. Any breach may result in suspension or termination of the Account. During and following such suspension or termination, the Administrator may restrict access to any remaining balance for the duration of any investigation. Any lawful remaining balance, after deduction of fees, losses, chargebacks, or amounts legally owed, will be returned to the Customer in accordance with applicable law, the rules of the relevant card scheme, and the Issuing Partner's requirements, unless return is prohibited by law, sanctions, court order, or AML/CTF obligations.

5.3 Finality of transactions

Transactions completed through the platform are processed in accordance with applicable law, the rules of the relevant card scheme, and the Issuing Partner's cardholder terms. Disputes, refunds, reversals, chargebacks, and unauthorised transaction claims are handled in accordance with those rules and any mandatory consumer protections that apply. Customers should verify all transaction details carefully before confirming any payment, and must notify Spend.Net or the Issuing Partner promptly if they identify an unauthorised or incorrect transaction.

5.4 Proper use of virtual debit cards

Virtual debit cards are intended exclusively for use in legitimate purchases from supported merchants. They must not be used:

- For peer-to-peer transfers, money-remittance-style transactions, or as a means of receiving incoming funds.
- To facilitate transactions on behalf of any third party.
- In any way that contravenes this AUP, the Terms and Conditions, the rules of the relevant card scheme, or applicable law.

Unauthorised use may lead to declined transactions, Account Lockdown, suspension, or termination of the Account. Any lawful remaining balance will be returned in accordance with applicable law, the rules of the relevant card scheme, and the Issuing Partner's requirements, after deduction of fees, losses, chargebacks, or amounts legally owed, and unless its return is prohibited by law, sanctions, court order, or AML/CTF obligations.

5.5 Transaction limits and prohibited patterns

Customers must:

- Not attempt to conduct transactions that exceed the available balance on the relevant card or wallet, or that exceed any limits notified to them.
- Not use merchant accounts, related-party accounts, or "test" merchant set-ups to manipulate transaction patterns (for example, through chargebacks, refund cycling, or micro-transaction structuring).
- Not engage in transactions designed to circumvent KYC, KYT, sanctions, or other compliance controls.

Suspected violations may result in card blocking, Account Lockdown, and termination.

5.6 Reversal and chargeback ratios

- Where a Customer's activity exhibits excessive disputes, reversals, refund abuse, or chargeback-like patterns, as determined by the Issuing Partner or under the rules of the relevant card scheme, the Administrator may suspend or terminate the relevant Account. Any remaining balance will be treated in accordance with the Terms and Conditions, applicable law, and the Issuing Partner's requirements.
- Chargeback, refund, and dispute rights, where they exist, are governed by applicable law, the rules of the relevant card scheme, and the Issuing Partner's cardholder terms. Nothing in this AUP is intended to limit any mandatory rights that the Customer may have under applicable law.

5.7 Restricted transaction types

- Postal and delivery services are not permitted as merchant categories for use with the virtual debit card.
- The procurement of gift cards (digital or physical) using the virtual debit card is prohibited and may result in Account termination.
- Transactions involving VoIP, mobile-communication, or remote-management software are not permitted using the virtual debit card.

6. Limits, fees, and product features

Information on limits applied to wallet funding, payments, withdrawals, and on the fees applicable to each Service is set out on the Website and may be updated from time to time in accordance with the Terms and Conditions.

7. Updates to this AUP

The Administrator may update this AUP from time to time, in particular to reflect changes to the lists of restricted jurisdictions or prohibited categories, changes in applicable law or sanctions, or new requirements imposed by our Issuing Partners or card schemes. Updated versions will be published on the Website. Continued use of the Services after such publication constitutes acceptance of the updated AUP.

8. Contact

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