
Account and Visa payment card terms and conditions

These Terms and Conditions apply to your Account and Card ordered and (or) used via the Platform. You should read them carefully. You can download a copy of them at any time from the Platform.

Account and Card are e-money services provided by the Service Provider as defined below.

1. Definitions

- 1.1. Account – a payment account associated and used only with your Card and accessible via the Window at the Platform.
- 1.2. Business Entity – a legal entity and a natural person who uses the Services for purposes related to his business, trade, craft or profession (i.e. for non-consumer purposes).
- 1.3. Card – an electronic payment instrument which allows you to submit the Orders by electronic digital means regarding the disposal of funds in the Account, i.e. to pay for goods or services in non-cash at the physical or electronic places of provision of goods and services, to withdraw cash at the places of their issue. The definition “Card” in these Terms and Conditions also includes the definition of “Virtual Card”, unless otherwise indicated.
- 1.4. Columis – Chronus Global UAB, legal entity code 305947127, registered under the laws of the Republic of Lithuania, address Eisiskiu sodu 18-oji st. 11, Vilnius, Lithuania.
- 1.5. Columis terms and conditions – General terms and conditions of the Platform, together with all applicable annexes. These terms and conditions are available via the Platform.
- 1.6. Commission means the remuneration you pay as for the provision of the Services.
- 1.7. Contactless Payment Functionality – a confirmation of payment transaction made with the Card by waving the Card over a card reader marked with a special contactless payment mark.
- 1.8. Customer (or “You”) – an authorised user of the Platform who orders and uses the Services under this Agreement.
- 1.9. CVC2/CVV2 code – a personalized 3-digit security data specified on the other side of the Card in the signature bar which is used to pay at electronic places of provision of goods and services.
- 1.10. Distributor – Columis which may distribute the Services to you on behalf of the Service Provider.
- 1.11. Mobile Application – an application related to the Platform installed on a mobile phone which gives you an opportunity to access your Account and use the services provided via the Platform, including functionality of the Window (if developed).
- 1.12. Payment order (or the “Order”) – an order submitted by you to us to execute payment transaction with the Card.
- 1.13. PIN – a personalised security data used to authorise a payment transaction made with the Card.
- 1.14. Platform – website www.columis.com, associated Mobile Apps or application programming interfaces (“API”), where services provided by Columis or its partners are available. Under this definition also falls any associated websites which are relevant to the provision of services available from the Platform.
- 1.15. Service Provider (or “We”) – UAB “Pervesk”, legal entity code 304186270, registered address: Gedimino av. 5-3, LT-01103 Vilnius, Lithuania (e-mail address: info@pervesk.lt), acting as an electronic money institution licensed in the Republic of Lithuania (electronic money institution license No. 17, Issuing and Supervisory Authority – Bank of Lithuania, www.lb.lt).

- 1.16. Services – Account and Card services, provided by the Service Provider under this Agreement.
- 1.17. Terms and Conditions (or the “Agreement”) – these Account and Visa payment card terms and conditions.
- 1.18. Virtual Card – an electronic payment instrument issued in a special virtual format which allows you to electronically submit the Orders to us regarding the disposal of the funds in the Account linked to this Card, i.e. to pay online for goods or services in non-cash at the electronic places of provision of goods and services during their working hours.
- 1.19. Wallet – your wallet on the Platform which allows you to make and receive payments to and from the Account. Wallet service is provided by Columis.
- 1.20. Window – special functionality at the Platform which allows you to access your Account’s and Card’s data, manage their set-up and use other our developed tools related to these Services.
- 1.21. Other definitions used in these Terms and Conditions are the same as defined under the Columis terms and conditions.

2. General provisions

- 2.1. These Terms and Conditions regulate terms of the provision of Services.
- 2.2. Columis terms and conditions also apply and matters. What is not regulated here, is regulated by Columis terms and conditions.
- 2.3. In case of any discrepancies between these Terms and Conditions and Columis terms and conditions, these Terms and Conditions shall prevail.
- 2.4. By concluding the Agreement and (or) starting to use the Services, you declare that you are familiar with the Terms and Conditions, Privacy Policy, and undertake to comply with them. Therefore, we recommend that you thoroughly familiarise yourself with the provisions of Terms and Conditions before confirming that you are familiar with them.

3. Know Your Customer

- 3.1. In order to ensure proper provision of the Services, we need to get to know our Customers comprehensively. For this we carry out the “Know Your Customer” procedure.
- 3.2. When concluding the Agreement, the Customer agree that we ourselves or through third parties shall verify and evaluate the Customer’s and its Beneficial Owners’ identity, activities, origin of funds, posed risks and any other information necessary for a proper performance of the “Know Your Customer” procedure. You must provide us with all the requested information within the time, in the form and in the language specified by us for the purposes of the “Know Your Customer” procedure.
- 3.3. If we are unable to make a comprehensive knowledge of the Customer, we shall refuse to enter into the Agreement. We are obliged to regularly carry out the “Know Your Customer” procedure, therefore, in the event that we are unable to properly perform the “Know Your Customer” procedure after the conclusion of the Agreement, we terminate the Agreement in accordance with the procedure established in these Terms and Conditions.
- 3.4. You undertake at any time, at your own expense and within the time limit, form and language specified by us, to update and (or) provide additional information and documents about your own and Beneficial Owners’ identities, origin of funds, activities and other requested information necessary for the “Know Your Customer” procedure.
- 3.5. In the event of a change in any data that you provided during the last “Know Your Customer” procedure, including first name, surname, name, address of residence or registration, mobile phone number, other details and contact details, you undertake to notify us via the Window or any other method specified by us in writing about the changed data and provide documents related to such changes no later than within 5 (five) Business Days. The Customer assumes all negative

consequences that may arise due to non-fulfilment of the obligation provided for in this Clause of Terms and Conditions.

4. Opening the Account and issuing the Card

- 4.1. You must be at least 18 years old to open the Account and issue the Card for you. Please note that you can only apply for the Services if you are a client of Columis and have successfully completed Columis account verification procedure at the Platform. In addition, the Card may be issued only if ordered to be delivered to the country of the European Economic Area.
- 4.2. An application for the Services can be submitted via the Platform and Window or by other method allowed by us.
- 4.3. After you register, get acquainted with provisions of the Terms and Conditions and express your consent to comply with them in accordance with the procedure established by us, the Account is opened and you get the opportunity to use the Services provided by us.
- 4.4. However, please note that even in cases where all the necessary information is provided and all the required actions have been performed, we reserve the right not to open the Account and not to issue the Card.
- 4.5. You can order and have multiple Cards, including the Virtual Card. However, we may limit the number of the Cards you have.

5. Use of the Services

- 5.1. The Card is sent by post to the address specified by you. You may be informed about its delivery by the way of our choice (via the Window, by SMS, e-mail, etc.). If you do not receive the Card within 30 (thirty) days from the date of ordering it, you must inform us about it.
- 5.2. Standard Card's shipping is free of charge, unless specified otherwise in this Agreement or other documentation agreed with you. You can choose an expedited shipping method, but in this case you will be charged with a shipping Commission.
- 5.3. As soon as you receive your Card, you must:
 - 5.3.1. check whether your details on the Card are correct. If not, you must inform us about it and do not activate the Card;
 - 5.3.2. sign the signature strip on the back of the Card;
 - 5.3.3. activate your Card. You can do this by logging into the Window via the Platform.
- 5.4. The Card must be activated within 3 (three) months of it being issued or it may be automatically cancelled, and the Account may be closed.
- 5.5. You shall set the PIN by yourself when ordering the Card or at any time later, before you start using the Card (depending on our instruction). You are fully responsible for its security and confidentiality.
- 5.6. You can always check your PIN and other login details via the Window.
- 5.7. You may change your PIN by the ways we set as available (via the Window, ATM with PIN management functionality, etc.).
- 5.8. Please note that you can only spend money that you have paid into your Account. So, before using your Card, you need to make sure that there are enough funds in the Account. You can check the balance of the Account via the Window, ATMs or other places, if technical possibilities are available.
- 5.9. If you need more money in the Account, you shall make a replenishment from your Wallet to the Account or top-up the Card by a balance transfer from a credit card or other card, if such functionality is supported by us. Appropriate identification means may be used to authorise the Account

- replenishment action. Please note that you cannot make any payments (SWIFT, SEPA, etc.) to your Account and vice versa, i.e. funds in the Account cannot be transferred to other payment accounts.
- 5.10. As soon as we receive the funds that you have paid in using the above-mentioned methods, it will be on your Account and ready to use. There may be occasions when we delay the funds reaching your Account for up to 4 (four) Business days, this may happen when we need to confirm the transaction with the sending institution or due to other objective reasons.
 - 5.11. The Card can be used to pay for goods and services at points of sale of goods and services or at other service points where technical possibilities are provided to carry out such operations.
 - 5.12. If the Card supports the Contactless Payment Functionality, you can enable and disable this functionality via the Window, and you can also set the permitted limits for such payments, provided that we support such functionality. For the first contactless payment transaction, we may ask you to confirm the initiated transaction with your PIN. The requirement to confirm initiated transaction with the PIN, depending on the amount and frequency of transactions, may also apply to other transactions.
 - 5.13. You can also attach the Card to your e-wallet (“Samsung Pay”, “Google Pay” or “Apple Pay” or another system that is installed on your mobile device) if there is a technical possibility to link the Card to such e-wallet.
 - 5.14. You can also pay by the Card at electronic points of sale of goods and provision of services. We may ask you to enable this functionality via the Window or in any other way specified by us. Accordingly, if necessary, you will have the opportunity to disable this functionality in the same way. Please note that we may impose restrictions on the use of the Card in certain places.
 - 5.15. You can pay by the Card in foreign countries, provided that the appropriate technical possibilities are available. We may ask you to enable this functionality via the Window or in any other way specified by us. Accordingly, if necessary, you will have the opportunity to disable this functionality in the same way. Please note that we may impose restrictions on the use of the Card in certain countries.
 - 5.16. You can use the Card for cash withdrawals at ATMs. We may ask you to enable this functionality via the Window or in any other way specified by us. Accordingly, if necessary, you will have the opportunity to disable this functionality in the same way.
 - 5.17. You can use the Card only for legitimate purposes and only in good faith. We reserve the right to refuse to accept any payment if we suspect any fraudulent activity or in the event of other exceptional circumstances.
 - 5.18. From time to time, your ability to use the Card or Account may be interrupted, e.g. when we carry out systems maintenance. If this happens, you may be unable to use your Card to pay for purchases or obtain cash from ATMs, and/or to obtain information about the funds available in your Account and/or about your recent transactions.
 - 5.19. Remember that you can use your Card just to make payments to merchants who accept Visa card payments. However, we cannot guarantee that even such merchant will accept your Card.
 - 5.20. Please note that funds in the Account are not bank deposit and do not earn interest. In addition, these funds are not covered by the Deposit Insurance System of the Republic of Lithuania.
 - 5.21. Remember, funds in the Account may only be spend with the Card or withdrawn back to the Wallet. Withdrawal from the Account to the Wallet shall be authorised by one-time passcode sent to Your mobile phone number or other safe procedure we choose or by other identification means determined by us. All other activities are restricted. In order to be able to use those functionalities that are inherent in ordinary payment accounts, you need to separately contact the Service Provider for opening such an account.
 - 5.22. You can check your Account and related transactions made with the Card by accessing it via the Window.

6. Authorisation of payment transactions

- 6.1. Your consent to execute payment transaction with the Card (authorisation) is given when:
 - 6.1.1. you enter the PIN;
 - 6.1.2. in case of contactless payment, you tap the Card over a card reader and perform actions specified in the electronic card reader. If contactless payment limit is exceeded, additional confirmation of transaction with the PIN may be needed;
 - 6.1.3. you swipe the Card in the card reader and sign the receipt issued;
 - 6.1.4. you insert the Card in the self-service card reader and perform actions specified in the card reader without entering the PIN (e. g. when paying a toll);
 - 6.1.5. when making payments online at e-commerce and service points, you enter the Card's details (e. g. first name, surname, number, term of validity, CVC2/CVV2 code);
 - 6.1.6. by concluding an agreement with seller of goods and services at the physical or electronic points of sale of goods and services, you agree to initiate the payment transaction by providing the Card's details to him (e. g. first name, surname, number, term of validity, CVC2/CVV2 code);
 - 6.1.7. you provide the Card's details (e. g. first name, surname, number, term of validity, CVC2/CVV2 code) to seller of goods and services at the physical or electronic points of sale of goods and services;
 - 6.1.8. in case of using e-wallet (if it is technically possible to link the Card to electronic wallet "Samsung Pay", "Google Pay", "Apple Pay" or another system installed on a mobile device), you tap your mobile device over the electronic card reader. To confirm such payment transaction, security measures implemented in your mobile device, which may include use of the biometric security measures (e.g. fingerprint, facial features), are used.
- 6.2. You may, in addition, be required to enter a one-time passcode or other security information including, if available and you opt for this type of identification, biometric information to authorise the transaction or make Account amendments. One-time passcodes will be sent to the mobile phone number registered to your Account.
- 6.3. As soon as payment transaction is authorised, you cannot cancel it. You may be able to cancel payment transaction which will take place on a future date. However, where a specific date is agreed, you may not cancel payment transaction after the end of the Business day preceding the agreed date. Please note that we may charge you Commission for the cancellation of payment transaction.
- 6.4. You are responsible for all consequences arising from your consent (authorisation) to make the payment transaction with the Card. Therefore:
 - 6.4.1. always, before giving your consent to execute payment transaction, check the details of the payment transaction and make sure that these details correspond to your agreement with seller of goods or services;
 - 6.4.2. always authorise transactions personally, and in the case if the Card details are read physically, make sure that this is done in your presence;
 - 6.4.3. keep a document evidencing the fact of execution of payment transaction (e.g. check, payment receipt).

7. Execution of payment transactions

- 7.1. If consent provided for in Clause 6.1 of the Terms and Conditions has been given, payment transaction shall be performed:
 - 7.1.1. by reserving funds in the Account and subsequently, on receipt of confirmation from the payee, debiting the Account with the amount. We shall cancel the reservation if we do not receive the confirmation within 15 (fifteen) days. Please note that when reserving funds for benefit of the recipient of funds, we do not reserve Commission for execution of relevant operation;

- 7.1.2. by debiting the Account on receipt of confirmation from the payee, without reservation.
- 7.2. We may refuse to execute the payment transaction, if:
 - 7.2.1. there are not enough funds in the Account to make the payment transaction and to debit corresponding Commission for it;
 - 7.2.2. you exceed the transaction limit;
 - 7.2.3. the transaction was not properly authorised;
 - 7.2.4. we have suspicions of unauthorised use of the Card or suspicions of appropriate security breaches;
 - 7.2.5. you do not comply with these Terms and Conditions, requirements of legal acts and other requirements established by us;
 - 7.2.6. we consider the payment transaction to be suspicious;
 - 7.2.7. we cannot execute it due to errors, malfunctions, renovation works or the actions or omissions of third parties (e.g. inability to process payment in the SEPA system);
 - 7.2.8. the transaction is subject to the restrictions provided for by legal acts or the Terms and Conditions;
 - 7.2.9. there are other objective reasons for not executing the payment transaction.
- 7.3. In ordinary cases, we immediately, but no later than within terms specified in Clauses 7.4 and 7.5 of these Terms and Conditions, inform our Customers about the refusal to execute the payment transaction, together with the reasons for such refusal. However, we may not inform you about the refusal to execute the payment transaction and the reasons for such refusal (e.g. the notification is technically impossible, prohibited by law).
- 7.4. We undertake to ensure that payment transactions which are executed in euros in the Republic of Lithuania or other Member States of the European Union are executed no later than by the end of our next Business day. In cases where the payment transactions are executed in euros in the Republic of Lithuania, we undertake to ensure that the amount of the payment transaction is credited to the account of the payee's payment service provider on the same Business day, if the moment of receipt of the Order is on that Business day before 12:00. If the moment of receipt of the Order is after 12:00, we undertake to ensure that the amount of the payment transaction is credited to the account of the payee's payment service provider no later than the next Business day.
- 7.5. We undertake to ensure that the payment transactions made in a currency other than euro are executed no later than within 4 (four) Business days.
- 7.6. Terms for the execution of the payment transactions specified in Clauses 7.4 and 7.5 of these Terms and Conditions may be extended by implementing the requirements of legal acts or the rights provided for therein.
- 7.7. The Order, depending on the agreement of the parties, may be started to be executed on a specific day or at the end of a certain period or on the day on which the Customer provides funds to the Account.

8. Commissions

- 8.1. You undertake to pay us Commissions for the Services. Commissions are presented at the Platform.
- 8.2. By entering into the Agreement, you give us your prior irrevocable consent to the debiting of Commissions for the Services from the Account. Commission, depending on the nature of the Service for the provision of which it is applied, as well as our choice, may be debited at the moment of provision of the Service or at any time later.
- 8.3. You undertake to have in the Account a quantity of funds sufficient to cover Commissions for the Services rendered. In cases where the Account does not have sufficient funds to execute the

payment transaction and to pay Commission for its execution, we have the right not to execute such payment transaction.

- 8.4. We regularly change Commissions, so you are obliged to familiarise yourself with them every time you initiate the provision of the particular Service. At the same time, you bear all the risks of improper performance of this duty.
- 8.5. We have the right to unilaterally change Commissions for the Services in accordance with the procedure established in these Terms and Conditions. When exercising this right, we undertake to ensure that we inform you about changes to Commissions in accordance with the procedure established in these Terms and Conditions.

9. Currency exchange

- 9.1. Your Card is denominated in euro. You can make the payment transaction with the Card or an ATM withdrawal in any currency, but funds from the Account associated with the Card will always be debited in euros.
- 9.2. If you make a purchase or an ATM withdrawal in any other currency, we will convert the sum into euros using the exchange rate set by Visa on the day they process the transaction. Please note that currency exchange Commission will apply to each of these transactions.
- 9.3. You may get acquainted with the exchange rate used in the particular payment transaction by logging into the Window via the Platform and checking your Account's statement.
- 9.4. Any changes to the exchange rate used to convert foreign transactions will be made immediately. You can find the exchange rate for a transaction made in a currency other than euro on a given date at: <https://www.visaeurope.com/making-payments/exchange-rates>.

10. Limits on the payment transactions

- 10.1. As it was already mentioned in these Terms and Conditions, you can only spend funds which are paid into your Account. Please note that we may also apply limits to daily ATM withdrawals and other limits to the amount of spend and the number of transactions you can perform.
- 10.2. We may change the applicable limits at any time.
- 10.3. If you exceed the limits, we may not execute your payment transactions.

11. Security

- 11.1. You must keep safe the Card and all personalised security data related to it (PIN, login details, any other identification data, etc.), and take all necessary actions to prevent them being disclosed to third parties.
- 11.2. If you become aware of a theft, unauthorised interception or other loss of the Card, payment transaction executed without your consent, any other illegal activity related to the Card, or that personalised security data related to the Card have become or may have become known to other persons, you must immediately notify us via the Window or other contacts indicated by us.
- 11.3. Use the Card responsibly and follow all security measures, for example:
 - 11.3.1. do not allow other people to use it;
 - 11.3.2. do not leave the Card unattended in open spaces, at points of provision or service of good or services, at ATMs or other devices;
 - 11.3.3. do not fold and break the Card, protect it from water, high temperature, exposure of an electromagnetic field and any mechanical damage.

- 11.4. Liability for all payment transactions authorised in accordance with the procedure laid down in Clause 6 bears solely on you and we accept no liability for such transactions. Therefore, follow all security measures to protect identification means which are used to confirm (authorise) your identity:
 - 11.4.1. do not disclose to anyone the PIN, data related to identification means or other personalised security measures. Only you should know them;
 - 11.4.2. do not write down your PIN, data related to the identification means or other personalised security measures on the Card or any other items.
 - 11.4.3. when you enter the PIN, data related to the identification means or other personalised security measures, make sure that no one sees them, and the device into which you enter the data is not damaged in any way or is not fitted with malicious equipment.
- 11.5. If you do not use the Card, PIN, identification means responsibly, and you have not followed the above-mentioned or other security measures and as a result of it unauthorised payment transaction has been made, your behaviour is deemed to be gross negligence and you are fully liable for it. We do not compensate any losses incurred as a result of it.
- 11.6. If you provide and register your Card's details online in electronic wallets (e.g. "PayPal"), electronic commerce and service locations (e.g. "Amazon", "AliExpress"), electronic accounts (e.g. "Google", social networks), or you enter into agreements for periodic debit of money for incoming goods and services (e.g. "Netflix", "Spotify"), or in any other way provide or register the Card to any of your electronic accounts, liability for all payment transactions made by logging into your electronic account bears solely on you. We accept no liability for such transactions. Therefore, responsibly register the Card to any of your electronic accounts and follow all security measures, for example:
 - 11.6.1. do not disclose to anyone the login details of your electronic account. Only you should know them;
 - 11.6.2. do not write down these details on the Card or any other items;
 - 11.6.3. when you enter your details by logging into your electronic account, make sure that no one sees it, and the device into which you enter your login details is not damaged in any way or is not fitted with malicious equipment.
- 11.7. If you provide and register the Card's data irresponsibly, and do not follow above-mentioned security measures and as a result of it your login details have become known to third parties, and/or unauthorised payment transaction has been made with the Card, your behaviour is deemed to be gross negligence and you take full liability for it. We do not compensate any losses incurred as a result of it.
- 11.8. Please also make sure you follow all the requirements related with the use and access of the Platform as set in the Columis terms and conditions. Breach of such requirements may result your personal losses, including when they are related with the access to your Account's and Card's data via the Window, as we do not take any responsibility in such case.

12. Blocking the Card

- 12.1. The Card may be blocked at the initiative of both you and us.
- 12.2. You have the right without important reason to submit a request for blocking the Card. However, in the circumstances specified in Clause 12.5 of these Terms and Conditions, you must submit a request for blocking the Card and inform us about the existence of the relevant circumstances.
- 12.3. A request to block the Card may be submitted via the Window or other access channels supported by us. When submitting a request, you must provide your name, personal identification number (and/or other data specified by us that allows to identify you), and the reason for which such a request is made. In order to make sure that you personally or your authorised representative has submitted a request to block the Card, we have the right to request additional information and/or additional actions. If your request meets the established requirements for form and content, we immediately block the Card. If the request is made without complying with the established requirements, and you do not eliminate the deficiencies of such request, do not provide additional information and/or do not

- perform the additional actions required by us, we refuse to block the Card. In such cases, it is considered that the request for blocking the Card is not made and you assume all responsibility.
- 12.4. You should remember that the Card is blocked only when you receive a message confirming it. If you have taken above-mentioned steps to block the Card and have not received a message confirming the blocking of the Card, please inform us immediately.
 - 12.5. You must submit a request to block the Card immediately, no later than within 1 (one) Business Day, if:
 - 12.5.1. the Card has been stolen, misappropriated, or otherwise lost;
 - 12.5.2. you noticed illegal or suspicious payment transactions;
 - 12.5.3. you noticed or became aware that personalised security data related to the Card (e. g. the Card's data, PIN, your login details) have become or may have become known to third parties;
 - 12.5.4. you suspect or know that the Card is or may be used illegally.
 - 12.6. If you fail to inform us in the prescribed manner of the need to block the Card in the cases specified in Clause 12.5 of these Terms and Conditions, you may, depending on the reasons and circumstances of your such inaction, be obliged to assume one or another degree of liability for losses that may be caused by the circumstances specified in Clause 12.5 of the Terms and Conditions (see Clause 13 of the Terms and Conditions).
 - 12.7. If occurrence of circumstances specified in Clause 12.5 of these Terms and Conditions may be associated with criminal acts (theft, fraud, etc.), you must immediately notify law enforcement authorities. If you do not notify, you may, depending on the reasons and circumstances of your such inaction, be obliged to assume one or another degree of liability for losses that may be caused by the circumstances specified in Clause 12.5 of the Terms and Conditions (see Clause 13 of the Terms and Conditions).
 - 12.8. We have the right to block the Card on our own initiative if:
 - 12.8.1. we have noticed or suspected the actions specified in Clauses 11.2 and/or 12.5 of these Terms and Conditions (e.g. the identification means are used mistakenly, incorrect login details are provided);
 - 12.8.2. we identify other reasons related to the security of the Card or the Account associated with it;
 - 12.8.3. sufficient funds are not paid into your Account at the time of the transaction to cover the amount of the transaction and any applicable Commission;
 - 12.8.4. there is negative balance on your Account;
 - 12.8.5. we have reasonable grounds to believe that you are not using the Card or the Account in accordance with these Terms and Conditions;
 - 12.8.6. we believe that the transaction is potentially suspicious or illegal (for example, if we believe that the transaction is being made fraudulently);
 - 12.8.7. errors, failures (whether mechanical or otherwise) occur, or merchants, payment processors or payment schemes such as Visa refuse to process the transaction;
 - 12.8.8. we suspect that the Card may be used by unauthorised third parties;
 - 12.8.9. there are other objective reasons that determine the need to ensure the safety of your funds;
 - 12.8.10. we suspect that the Card may be used for illegal purposes;
 - 12.8.11. we have suspicions about the origin of funds in your Account;
 - 12.8.12. there are other cases provided for in these Terms and Conditions, legal acts and (or) our internal rules.
 - 12.9. The Card can also be automatically blocked if you enter your PIN incorrectly three times in a row, or if you fail to make the payment transactions too often.

- 12.10. In ordinary cases, we inform our Customers in advance about the planned blocking of the Card and provide the opportunity to eliminate the identified violation, which forms the basis for blocking the Card (if such a violation can be eliminated). However, there may also be cases where we are obliged to block the Card immediately and without prior notice, in accordance with the requirements of the legislation or to ensure the implementation of security requirements. In such cases, information related to the blocking of the Card and the reason for blocking is provided after the blocking. It may also be the case that we will not disclose the reason for the blocking (e.g. such disclosure is prohibited by law).
- 12.11. If the Card has been blocked on the Customer's initiative, access to the Services is resumed by submitting a corresponding request by the Customer in accordance with the procedure set out in Clause 12.3 of these Terms and Conditions. We, depending on the circumstances that led to the blocking of the Card, have the right to request the Customer to provide information and (or) documents confirming that the relevant circumstances which led to the blocking of the Card have disappeared. We have the right to refuse to unblock the Card if there is reason to believe that the circumstances that led to the blocking of the Card have not disappeared.
- 12.12. If the Card has been blocked on our initiative, it is unblocked only when, in our opinion, the circumstances that led to the blocking of the Card disappear.
- 12.13. At your choice, instead of unblocking the original Card, we may issue you the new Card in accordance with the procedure established by these Terms and Conditions. It may also be the case that, depending on the reason for blocking the Card, you will not have such an option – the provision of the Services may be resumed only after the new Card is issued to you.
- 12.14. Please note that blocking the Card does not stop the application of any Commissions.
- 12.15. We shall not be liable for your losses incurred as a result of blocking and unblocking the Card.

13. Liability

- 13.1. Our liability for non-executed or improperly executed payment transactions:
 - 13.1.1. If you have initiated payment transaction in the prescribed manner and there are no objective obstacles to the execution of payment transaction, we are responsible for the proper execution of such transaction.
 - 13.1.2. However, if we can prove that the payee's payment service provider has received funds, for the transfer of which the relevant payment transaction was initiated, the burden of liability passes to the payee's payment service provider, i.e. it shall be responsible to the payee for the proper execution of such payment transaction.
 - 13.1.3. In cases where we are liable in accordance with Clause 13.1.1 of these Terms and Conditions, we undertake to immediately refund to you the amount of the non-executed or improperly executed payment transaction and, where applicable, to restore the balance of the Account from which the amount was debited, which would have been in the case if the improperly executed payment transaction had not been executed.
 - 13.1.4. In cases where the payment transaction initiated by you is not executed or improperly executed, we in all cases, at your request, immediately take measures to trace the payment transaction free of charge and inform you of the search results.
 - 13.1.5. Your notification regarding non-executed or improperly executed payment transaction must be submitted no later than within 13 (thirteen) months from the date on which the payment transaction was not executed or improperly executed. Please note that we have the right to refuse to refund the amount of non-executed or improperly executed payment transaction without a separate investigation, if your notification of such a transaction is provided, having missed the term set out in this Clause of the Terms and Conditions.
 - 13.1.6. We refund the amount of non-executed or improperly executed payment transaction in cases where we ourselves, i.e. without your notification, become aware of such payment

transaction, unless this fact becomes known to us after the term set out in Clause 13.1.5 of these Terms and Conditions has passed.

- 13.1.7. In the above-mentioned liability cases, we also undertake to refund to you Commission paid for non-executed or improperly executed payment transaction.
- 13.2. The provisions of Clause 13.1 of the Terms and Conditions shall not apply if you are the Business Entity. We are liable to you, as the Business Entity, only in cases where our actions, which are characterised by gross negligence or wilful intent, led to the non-execution or improper execution of the payment transaction. You, believing that we are responsible for non-executed or improperly executed payment transaction, must provide us with a notice regarding such payment transaction within 30 (thirty) days from the date on which the payment transaction was initiated. Failure to comply with the time limit leads to the consequences specified in Clause 13.1.5 of these Terms and Conditions.
- 13.3. Liability of the parties for unauthorised payment transactions:
- 13.3.1. We, upon receipt of your notification regarding unauthorised payment transaction (or having learned of such transaction ourselves) and making sure that the execution of such transaction is not due to your intent, gross negligence or dishonesty, immediately, no later than the end of the next Business day, refund to you the amount of unauthorised payment transaction and, where applicable, restore the balance of the Account from which the amount was debited, which would have been in the case if unauthorised payment transaction had not been executed, except for the cases set forth in these Terms and Conditions, when you are liable for unauthorised payment transaction.
- 13.3.1.1. The notification regarding unauthorised payment transaction must be submitted 1) no later than within 13 (thirteen) months from the date of debiting funds, if you are a natural person – consumer, 2) no later than within 30 (thirty) days from the date of debiting funds, if you are the Business Entity. Please note that we have the right to refuse to refund the amount of unauthorised payment transaction without a separate investigation, if your notification of such a transaction is provided, having missed the terms set out in this Clause of the Terms and Conditions.
- 13.3.1.2. We refund the amount of unauthorised payment transaction and Commission paid for it to you and restore the former Account balance in cases where we ourselves, i.e. without your notification, become aware of unauthorised payment transaction, unless such a fact becomes known to us after the terms set out in Clause 13.3.1.1 of these Terms and Conditions have passed.
- 13.3.2. If you are a natural person – consumer, you are liable to losses of up to 50 (fifty) euros due to unauthorised payment transaction, when these losses are incurred due to: 1) the use of a lost or stolen Card; 2) unauthorised misappropriation of the Card (for example, you, having lost the Card or personalised security features of it, do not inform us about such events in accordance with the procedure established in these Terms and Conditions and do not initiate the blocking of the Card). If you are the Business Entity, you are not subject to the limitation of the amount of losses specified in this Clause of the Terms and Conditions – you bear all losses.
- 13.3.2.1. However, you would be exempt from liability if it turned out that you could not notice the loss, theft or misappropriation of the Card prior to the execution of the payment transaction (unless we establish that you acted in bad faith) or that our own actions (e.g. untimely blocking of the Card) led to the occurrence of losses.
- 13.3.2.2. In addition, you would also be exempted from liability if unauthorised payment transaction is executed after your notification of the loss of payment instrument or personalised security features has been submitted in accordance with the procedure set out in the Terms and Conditions, unless we establish that you acted in bad faith.
- 13.3.3. The Customer assumes all losses arising from unauthorised payment transaction, if he has incurred them acting in bad faith or due to gross negligence or intent having failed to fulfil one or more of the obligations set out in Article 34 of the Law on Payments of the Republic

of Lithuania, i.e. 1) by using the Card, did not comply with the conditions governing the use of the Card (including these Terms and Conditions), 2) having become aware of the loss of the Card, theft, misappropriation or unauthorised use of it, did not notify us within the time limit and in the manner prescribed in these Terms and Conditions. In such cases, the limitation of the amount of losses set out in Clause 13.3.2 of the Terms and Conditions shall not apply.

- 13.4. Our liability to you for the payment transaction initiated by the payee or through the payee:
- 13.4.1. The Customer has the right to recover from us the full amount of the authorised and already executed payment transaction initiated by the payee or through the payee, if the following conditions are met: 1) exact amount of payment transaction was not specified when authorising the payment transaction; 2) amount of the payment transaction is higher than amount reasonably expected by the Customer, taking into account its previous expenses, provisions of these Terms and Conditions and other circumstances, except for circumstances related to currency exchange, when, while executing the payment transaction, currency exchange rate was applied, which the Customer agreed with us in accordance with the procedure established by these Terms and Conditions and (or) legal acts.
 - 13.4.2. At our request, you must provide data confirming the existence of the conditions specified in Clause 13.4.1 of the Terms and Conditions. If you do not provide such data or the data provided by you does not confirm the existence of the above-mentioned conditions, we have the right to refuse to refund the amount of the payment transaction.
 - 13.4.3. The Customer is not entitled to a refund of the amounts of the payment transactions initiated by the payee or through the payee, if the Customer has directly given us consent to execute the payment transaction and we have provided the Customer with information about upcoming payment transaction in an agreed manner or made it available to him at least 4 (four) weeks before the scheduled execution of the payment transaction.
 - 13.4.4. The request for a refund of the amount of the authorised payment transaction must be submitted 1) within 8 (eight) weeks from the date on which funds were debited from the Account, if you are a consumer – natural person, 2) within 2 (two) weeks from the date on which funds were debited from the Account, if you are the Business Entity. Please note that we have the right to refuse to return the amount of the authorised payment transaction without a separate investigation, if the request is submitted, having missed the terms set out in this Clause of the Terms and Conditions.
 - 13.4.5. We, under the above conditions, upon receipt of a request to refund amount of the payment transaction, within 10 (ten) Business days, return full amount or indicate the reasons for refusing to return it, and if the Customer is a consumer – natural person, we also indicate the procedure for appealing such refusal.
- 13.5. In cases where we have improperly executed the payment transaction initiated by you and/or committed another breach of the Agreement, we shall be liable only for your direct losses and shall not be liable for your indirect losses (including, but not limited to, loss of income). In any case, the parties agree (to the extent that such an agreement does not contradict the legal acts, Terms and Conditions (e.g. Clauses 13.1, 13.3.3 and 13.4) that the compensation paid by us to compensate for direct losses incurred by the Customer as a result of the breach of the Agreement may not exceed the average of Commissions paid by the Customer for the Services in the last three months preceding the violation.
- 13.6. We will not be liable:
- 13.6.1. in an event that payee details provided by you are incorrect. However, we will make reasonable efforts to recover the funds involved in the payment transaction and notify you of the outcome;
 - 13.6.2. for any losses incurred by you in connection with currency conversion, changes to currency exchange rates and/or Commissions;

- 13.6.3. in any event that a merchant refuses to accept your Card;
 - 13.6.4. for any interruption, disruption or impairment of our service or any third-party services on which we rely for the performance of our obligations hereunder;
 - 13.6.5. for refusing to authorise the transaction;
 - 13.6.6. for cancelling or suspending use of your Card or Account;
 - 13.6.7. for any loss arising from your inability to use the Card or access the Account due to interruptions;
 - 13.6.8. for the quality, safety, legality or any other aspect of any goods or services purchased with your Card;
 - 13.6.9. any abnormal and unforeseeable circumstances beyond our control, however so caused;
 - 13.6.10. for any technical, computer, online, telephone, cable, electronic, software, hardware, transmission, connection, internet, website or other access issue which may hinder your ability to access the Services.
- 13.7. You are obliged to pay us interest for late payment of Commission or for the overdue execution of any other financial claim for each day of delay until the date of execution of the relevant financial claim. If you are a consumer – natural person, you have to pay interest at the rate of 0.05 per cent per day, if you are the Business entity – interest at the rate of 0.08 per cent per day. We note that the payment of interest for late payment does not exempt from the execution of main obligation.
- 13.8. You are obliged to fully compensate us for our losses incurred as a result of your breach of the Agreement.
- 13.9. Where an overpayment has been made to Your Account in error, we reserve the right to debit the Account with the excess amount to correct the payment transaction. If You do not have sufficient available balance, you must repay us the amount immediately on demand.
- 13.10. A Party is released from liability for non-performance of the Agreement if it proves that the Agreement has not been executed due to a force majeure. The Parties must notify in writing (including e-mail) about the occurrence of force majeure circumstances that prevent the fulfilment of the Agreement within 14 (fourteen) calendar days from the date of the occurrence of these circumstances.

14. Personal data

- 14.1. Service Provider is the controller of your personal data which is used in order to open, administer and run your Account, issue the Card and provide payment services to you. For further information about how your personal data is processed, please view the Service Provider's Privacy Policy, which is available via the Platform.
- 14.2. In some cases, Distributor acts a data processor, processing such data according to the Service Provider's guidelines.

15. Communication

- 15.1. This Agreement is concluded in English. All communications with you will be in English.
- 15.2. All notifications (including information about the payment transactions) related to the Agreement optionally are published on the Platform or other electronic channels.
- 15.3. Information about the Account and payment transactions made with the Card is provided via the Window. You can also get acquainted with other information relevant to you by logging into the Window via the Platform.
- 15.4. You have a right to receive information about the terms and conditions of the Agreement and provision of the Services in writing or by e-mail. Also, you can get acquainted with these Terms and Conditions and download a copy of them at any time from the Platform.

- 15.5. You can contact us and/or submit your notices (requests) to us by means of communication specified in the Window or otherwise indicated by us. We have a right to require you to provide notification, information or documents in any other way and form that we have indicated in a particular case (e.g. by registered mail, etc.), and you undertake to do so at your own expense.
- 15.6. The notices, information or documents you have provided shall be deemed to have been received when we confirm that the relevant notification, information or document has been received.
- 15.7. The notices we send to you may not be considered as our offer to conclude an agreement or use the services, unless our notice clearly states that such an offer is made.

16. Modification of the Agreement

- 16.1. We have the right to unilaterally change this Agreement under the following conditions.
 - 16.1.1. A warning about changes to the Agreement must be provided in writing, by e-mail, via the Platform or in another way of our choice at least 1) 60 (sixty) days before the date of entry into force of the planned changes, if you are natural person – consumer, 2) 14 (fourteen) days before the date of entry into force of the planned changes, if you are the Business Entity.
 - 16.1.2. In cases where amendments to the Agreement improve the terms and conditions of the Services, the provision of early warning shall not apply.
 - 16.1.3. You may accept or reject the amendments to the Agreement before the date of entry into force of the planned changes. Your continued use (i.e. after receiving notice of the planned changes to the Agreement) of those Services, with which the planned changes to the Agreement are associated, constitutes your consent, expressed through conclusive actions, to the amendments to the Agreement. In this case, the amendments to the Agreement shall take effect for you from the moment of expressing your consent in the above form.
 - 16.1.4. Amendments to the Agreement are deemed to have been approved and you agree to them if you do not provide written notice of disagreement before the date of entry into force of the changes specified in the notice of amendments. Amendments to the Agreement shall enter into force on the date specified in the notice, unless you have previously expressed your consent to the amendments to the Agreement in accordance with the procedure set out in Clause 16.1.3 of these Terms and Conditions.
 - 16.1.5. If you do not agree with the amendments to the Agreement, you have the right to terminate the Agreement before the date on which the changes take effect.
- 16.2. The terms of the Agreement may also be amended by written agreement of the parties.
- 16.3. Upon the entry into force of the amendments to the Agreement, the previous versions of the Agreement (its specific clauses) cease to have effect.

17. The Card's validity

- 17.1. Your Card will be valid for 3 (three) years or other period with expiry date as shown on the Card. The Card is valid until the last day of the month indicated on the Card. After expiration of the Card, there will be no possibility to use it for its intended purpose, so you must safely destroy it.
- 17.2. We can replace your expired Card. The procedure for ordering it is the same as in the case of issuing the new Card.
- 17.3. In case of loss of the Card, you can order new Card. You must block the lost Card and notify us about it in accordance with the procedure laid down in Clause 12 of these Terms and Conditions.

18. Termination of the Agreement

- 18.1. Natural person – consumer – has the right to withdraw from the Agreement within 14 (fourteen) days from date of conclusion of the Agreement by sending us a notice of withdrawal. This notice may be submitted in writing, by e-mail, via the Platform or in any other way specified by us. We may, until the time limit for withdrawing from the Agreement has expired, begin to perform the Agreement only with your consent. Initiation of payment transaction with your Card shall be deemed to be your consent, expressed by conclusive actions, to start the performance of the Agreement. When you exercise your right of withdrawal, you have a period of 5 (five) Business days to pay us for the Services actually provided under the Agreement. Commissions for provided Services shall not be reimbursed.
- 18.2. You have the right to terminate the Agreement unilaterally, without going to court, under the following conditions.
- 18.2.1. You must provide us with a written notice of termination of the Agreement at least 1) 30 (thirty) days before the date of the planned termination, if you are natural person – consumer, 2) 90 (ninety) days before the date of the planned termination, if you are the Business Entity.
- 18.2.2. In the event of termination of the Agreement, you are obliged to pay us in full. Commissions paid before the termination of the Agreement shall not be reimbursed.
- 18.2.3. When terminating the Agreement, you shall not pay us Commission for termination of the Agreement if more than 6 (six) months have elapsed between the date of entry into force of the Agreement and the date of termination. Otherwise, you must pay us Commission for termination of the Agreement. The provision on non-payment of Commission upon termination of the Agreement does not apply if you are the Business Entity – you must in all cases, regardless of the term of validity of the Agreement, pay us Commission for termination of the Agreement.
- 18.3. We have the right to terminate the Agreement unilaterally, without going to court, under the following conditions.
- 18.3.1. Grounds for termination of the Agreement: 1) you commit a material breach of the Agreement and fail to remedy it; 2) you avoid providing us with information that is necessary for the proper performance of the Agreement; 3) it turns out that you have provided us with incorrect or misleading information at the time of entering into the Agreement or subsequently; 4) it turns out that you are engaged in activities that are unacceptable to us, illegal activities, and are related to the financing of money laundering and/or terrorism; (5) your actions have damaged or may have damaged our reputation; 6) your Card expires and it is not replaced with the new one; 7) you did not activate your Card within 3 (three) months of it being issued; 7) you fail to pay us Commissions or to cover negative balance on your Card; 8) we suspect unauthorised or fraudulent use of your Card or Account; 9) we have any other security concerns; 10) we need to terminate the Agreement to comply with the law; 11) there are other important reasons specified in the Agreement and (or) legal acts, which form the basis for termination of the Agreement. If you are the Business Entity, we have the right to terminate the Agreement unilaterally in the event of any other reasons that we believe eliminate the possibility of further cooperation under the Agreement.
- 18.3.2. We, intending to terminate the Agreement, provide you with a notice of the planned termination of the Agreement in writing, by e-mail, through the Platform or by any other method chosen by us no later than 1) 60 (sixty) days before the date of termination, if you are natural person – consumer, 2) 14 (fourteen) days before the date of termination, if you are the Business Entity.
- 18.4. In the case of termination of the Agreement, you must inform us what shall we do with any unused funds. You must do this within 3 (three) months of the date we tell you that your Account is cancelled. If you do not provide us with such information, we will replenish the Wallet with the Account balance or, if the Wallet is also closed, we will transfer your funds to your last known account with another financial institution or, if we are not aware of such an account, to our internal account.

- 18.5. Termination of the Agreement does not exempt you from the proper performance of the obligations specified in the Agreement which arose before the date of its termination.

19. Governing law and dispute resolution

- 19.1. The Agreement shall be governed by the law of the Republic of Lithuania. Any disputes that are not resolved by negotiation or other pre-litigation means shall be settled by the competent court of the Republic of Lithuania in the place where we have our registered office. In the event that a dispute arises between us and the Customer as a natural person – consumer, the general rules of jurisdiction set out in the Code of Civil Procedure of the Republic of Lithuania shall apply.
- 19.2. If you believe that your rights and/or legitimate interests have been infringed, you must, before you apply to the court (or to the Bank of Lithuania if you are a consumer and you believe that your rights or interests, related with our payment services are in breach), contact us in writing within 3 (three) months from the date of becoming aware of the possible violation for the resolution of the dispute, specifying the circumstances of the dispute and your claim. The applicable claim (complaint) procedure is regulated in detail in the Service Provider's Procedure for submission and examination of claims (complaints), which is available via the Platform.
- 19.3. If you are a consumer and our reply does not satisfy you or you have not received any reply within 15 (fifteen) Business Days, you have the right to apply to the Bank of Lithuania (address – Totorių g. 4, LT01121 Vilnius, website address www.lb.lt) in writing or electronically in accordance with the procedure set out in the Law on the Bank of Lithuania of the Republic of Lithuania and the Law on the Protection of Consumers' Rights of the Republic of Lithuania, within one (1) year from the day of your application to us. You can also defend your potentially violated rights in court.

20. Final provisions

- 20.1. The parties undertake to protect each other's technical and commercial and other confidential information, except for publicly available information obtained in the course of performance of the Agreement, and not to transfer it to third parties without the written consent of the other party or its authorised representatives. The terms of this Agreement are confidential and shall not be disclosed without the consent of the other Party, except in cases provided by the laws of the Republic of Lithuania.
- 20.2. You may not assign the rights and obligations arising from the Agreement to any third party without our prior written consent. We have the right to assign our rights and obligations under the Agreement to third parties at any time without your consent, provided that such transfer of rights and obligations does not contradict the requirements of legal acts.
- 20.3. If a provision of the Agreement is or becomes invalid, the validity of the other provisions shall remain unchanged. The invalid provision must be replaced by a valid provision whose economic and legal purpose is as close as possible to the invalid provision.