

TERMS AND CONDITIONS OF “SAVE IT, EARN IT” PROGRAM

These Terms and Conditions of the “Save It, Earn It” Program set out terms and conditions for the customers of WITTY GLOBAL UAB who are eligible for special benefits hereunder.

1. DEFINITIONS

1.1. The capitalised terms used in these terms and conditions shall have the following meaning:

1.1.1. **Client** – an individual to whom the Company provides financial services under an agreement made between the parties and who is eligible for W1TTY Benefits under these T&Cs.

1.1.2. **Company** – WITTY GLOBAL UAB, a legal entity registered in Lithuania with its registration number 305433923, registration address Jogailos g. 9, Vilnius, Lithuania. Data on the Company is accumulated and stored in the Register of Legal Entities of the Republic of Lithuania. The Company might be contacted through:

1.1.2.1. E-mail: contact@w1tty.com;

1.1.2.2. Phone: +37066587253;

1.1.2.3. HQ office: Didžioji g. 18, LT-01128 Vilnius, Lithuania;

1.1.2.4. URL: <https://www.w1tty.com>.

1.1.3. **E-Money** – electronically stored monetary value as represented by a claim on the Company which is issued on receipt of funds for the purpose of making Transactions.

1.1.4. **E-Money Account** – an electronic record inside the System which allows to identify the Client, execute Transactions and contains information on the Transactions performed by the Client.

1.1.5. **Program Validity Period** – means a period of time during which the Client is entitled to the W1TTY Benefits. The period commences on **09-08-2022** and expires on **15-08-2022 (inclusive)**. The Prize winners are announced by the Company on **16-08-2022**.

1.1.6. **Prize** – means the amount of money set out in Clause 3.1.1 hereof.

1.1.7. **T&Cs** – these Terms and Conditions.

1.1.8. **W1TTY Benefits** – as described in Clause 3.

Terms that are used but not defined in these T&Cs shall have the meanings ascribed to them in the WITTY GLOBAL UAB General Terms and Conditions.

2. BINDING EFFECT

2.1. These T&Cs regulate the provision of W1TTY Benefits by the Company to the Client.

2.2. By receiving W1TTY Benefits, the Client undertakes to be bound by these T&Cs.

- 2.3. Any additional terms and conditions which regulate the relationship between the Company and the Client that is not stated in these T&Cs, as well as any additional services or products that the Company provides or makes available to the Client from time to time not covered by these T&Cs, may be subject to a separate agreement or annex executed between the Company and the Client. In case of any conflict between these T&C sand separate agreement or annex concluded between the Company and the Client, the terms of a separate agreement or annex shall prevail.

3. W1TTY BENEFITS

3.1. “Save It, Earn It” Program

- 3.1.1. On 16-08-2022 the Company announces Clients who have won one of the following Prize:
- 3.1.1.1. 10 Clients who during the Program Validity Period held the highest balance in the E-money Account (i.e. the highest amount of funds held in the Client’s E-money Account at the midnight (24:00) on any day during the Program Validity Period) win EUR 100 each. If there are more than 10 Clients with identical highest balances, the 10 Clients who have added (toped-up) the highest amount to their E-money Account during the Program Validity Period will be entitled to the Prize;
 - 3.1.1.2. 200 Clients win EUR 10 each. The winners are selected randomly by the Company.
- 3.1.2. The Client may win the Prize if the Client satisfies the following terms and conditions:
- 3.1.2.1. At the end of each day (i.e., at 24:00) during the period that starts on 09-08-2022 and ends on 15-08-2022 (inclusive), the amount of funds held in the Client’s E-money Account is EUR 50 or higher; and
 - 3.1.2.2. As of 01-07-2022 the Client has made at least one Transaction (i.e., a money placement, transfer or withdrawal).
- 3.1.3. The Client is eligible to receive only one piece of the Prize.
- 3.1.4. The employees of the Company and other W1TTY group companies are not eligible for the W1TTY Benefits.
- 3.1.5. The Prize is credited to the Client’s E-money Account within 5 calendar days from the date of the selection of the Client as a winner of the Prize.

4. RIGHTS AND DUTIES OF THE CLIENT

- 4.1. The Client shall have a right to receive these T&Cs and other annexes, rules and regulations on W1TTY Benefit provided in paper form or another durable medium.
- 4.2. The Clients are prohibited:
- 4.2.1. to use the services of the Company for any unlawful or illegal purposes;
 - 4.2.2. to use the services of the Company in a manner that may violate any applicable laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. By accepting these T&Cs, as well as any of their revised version, the Client represents and warrants on an ongoing basis that the Client:
- 5.1.1. information provided to the Company for the purpose of entering into these T&Cs is true and

correct;

5.1.2. it has all rights, powers and authority to enter into these T&Cs and to fully perform its obligations hereunder;

5.1.3. use of the Services does not infringe the law of the state where the Client is registered;

5.1.4. does not perform, is not involved and has no intentions to use the services for illegal purposes or prohibited activities under applicable laws.

5.2. The Company relies on the representations and warranties listed above when providing the services to the Client.

6. DATA PROTECTION

6.1. The Company will collect and manage the Client's personal data who have won the Prize for the purpose of providing the Client with the Prize and carrying out statutory obligations:

6.1.1. name, surname;

6.1.2. personal code or date of birth;

6.1.3. information on the identification document (validity, number, country of issuance);

6.1.4. contact details (phone number, email address, residential address);

6.1.5. the information related to the Prize and its conveyance-conveyance process and procedure.

6.2. Additional information may be processed if there is an objective need.

6.3. For more details regarding the data protection and processing, please refer to the Privacy Policy of WITTY GLOBAL UAB which is available at www.w1tty.com/legal.

7. T&Cs CHANGES

7.1. **Without prejudice to other provisions of these T&Cs, the Company reserves the right to unilaterally change these T&Cs at any time at its own discretion.**

7.2. A revised edition of these T&Cs will be provided to the Client, or the Client will be informed where a revised edition of T&Cs is available for familiarisation.

7.3. In the event that the Client disagrees with the proposed changes to these T&Cs, the Client has the right to terminate these T&Cs free of charge and with effect at any time until the date of their proposed date of entry into force. The Client's notice rejecting changes to these T&Cs will be deemed as a notice of termination of these T&Cs. Upon termination of these T&Cs, the Client loses his or her right to receive W1TTY Benefits.

7.4. The Client is not entitled to unilaterally change, amend or alter provisions of these T&Cs.

8. ASSIGNMENT

8.1. The Client may not novate, assign, transfer, sub-contract, or otherwise grant any rights, obligations, claims or legal interest under these T&Cs.

8.2. The Company reserves the right to assign the rights and obligations under these T&Cs to any subsidiaries,

affiliates or any third parties at any time without the Client's consent, provided that such an assignment will be in compliance with the applicable laws and regulations.

9. NO WAIVER

9.1. Failure or delay by the Company to exercise any right, power or remedy under these T&Cs or to require or enforce strict performance by the Client of any provision of these T&Cs and any supplemental or incorporated documents or policies shall not be regarded as a waiver or relinquishment of any such right, power or remedy.

10. GOVERNING LAW

10.1. Unless the applicable laws provide otherwise, the construction, validity and performance of these T&Cs, as well as any rights, obligations, claims or disputes arising out of them, shall be governed in all respects by the laws of the Republic of Lithuania without recourse to the conflict of laws rules regardless of the venue or jurisdiction in which a dispute arises.

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