

## WITTY GLOBAL UAB GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ('T&C') constitute a legally binding agreement between WITTY GLOBAL UAB ('the Company') and you ('the Client') which enters into force on the date you sign a confirmation to be bound under these T&C (by hand or electronic means) or otherwise confirm acceptance with these T&C and remains in force an indefinite period of time unless it is terminated following the provisions set forth herein.

The T&C sets out terms for the provision of financial services (issuance of e-money, provision of payment services and so forth) by WITTY GLOBAL UAB to you.

WITTY GLOBAL UAB is an electronic money institution that operates under the Electronic Money Institution Licence No. 79, issued by the Bank of Lithuania (located at Gedimino pr. 6, Vilnius, Lithuania, phone no. +370 800 50 500, www.lb.lt) on 23 December 2020, authorisation code LB002046.

The T&C is always available on our website and if we make any changes to the T&C, we will always let you know about it via email or via other means.

Along with the T&C, you should also take a look at our other documents related to the provision of financial services to you:

- Privacy Policy;
- Prices, Special Terms & Conditions of Products and Services;
- Visa Payment Card Terms and Conditions (if you ordered a Visa payment card);
- Other policies and rules;

that are available at <https://legal.w1tty.com> and/or **the App**.

**Please read these documents carefully before agreeing to be bound by the T&C and sign them only if you understand their contents.**

If you have any questions, contact us at [contact@w1tty.com](mailto:contact@w1tty.com).

### 1. DEFINITIONS

- 1.1. The capitalized terms used in these General Terms and Conditions shall have the following meaning:
  - 1.1.1. **App** – the application developed by the Company and installed by the Client into his/her device (e.g. a smartphone) which enables the Client to manage the Services provided by the Company.
  - 1.1.2. **AML** – anti-money laundering and terrorist financing as described in the Lithuanian Law on Prevention of Money Laundering and Terrorist Financing.
  - 1.1.3. **Balance** – the value of funds that the Client holds on the E-Money Account.
  - 1.1.4. **Business Day** – a calendar day, except Saturdays, Sundays and official holidays and days off set by

the legal acts of the Republic of Lithuania, when banks are normally open for business in Lithuania unless set by the Company and notified to the Client differently.

- 1.1.5. **Client** – an individual or legal entity (once and when the Company opens possibility to sign up for legal entities) with whom the Company enters into the agreement under these T&C. The Client can be (i) an individual, acting for personal, family, household use (consumer), (ii) an individual, acting for other means of use, and (iii) a legal entity. The Client must pass the Company's KYC procedure and be accepted by the Company in order to become a Client.
- 1.1.6. **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:
  - 1.1.6.1. E-mail: [contact@w1tty.com](mailto:contact@w1tty.com);
  - 1.1.6.2. Phone: +37066587253;
  - 1.1.6.3. Office: Didžioji g. 18, LT-01128 Vilnius, Lithuania.
- 1.1.7. **Company website** – a webpage that is available at <https://www.w1tty.com>.
- 1.1.8. **E-Channels** – the App, the User Portal as well as other media or methods specified by the Company and chosen and/or used by the Client that enable to use the Services in a remote mode.
- 1.1.9. **EEA** – European Economic Area.
- 1.1.10. **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.
- 1.1.11. **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.
- 1.1.12. **Fees and Charges** – a list of fees and charges the Company applies for and in connection with the use of the Services, as may be amended by the Company from time to time, which is published on the Company website.
- 1.1.13. **Intellectual Property Rights** – any and all rights existing now or in the future under patent law, copyright law, data and database protection law, trade secret law, trademark law, competition law, whether or not registered or capable of registration, and whether subsisting in any specific country(-ies) or any other part of the world, and any and all other proprietary rights of any kind, including without limitation rights to domain names, as may be updated and expanded periodically.
- 1.1.14. **Operations** – the transfer of funds from the E-money Account; the provision of information about the operations carried out in the E-money Account and about the balance of funds; the submission of the Client's requests and notifications to the Company via the E-Channels; other actions and operations related to the Company's Services which can be performed or used via all E-Channels or via a single E-Channel, including the conclusion of agreements allowed by the Company and submission of documents (copies thereof) via the User Portal; as well as the operations related to the services delivered by the third parties (including the companies of the Company's group) which are allowed by the Company to be performed via the E-Channels.
- 1.1.15. **KYC** – Company's process of verifying the identity of the potential Client and assessing its suitability/eligibility to become the Client of the Company.

- 1.1.16. **Party or Parties** – (i) the Company; (ii) the Client; (iii) the Company and Client as the context permits.
- 1.1.17. **Politically Exposed Person or PEP** – a natural person who is or who has been entrusted with prominent public functions and his / her immediate family members or close associates of such person.
- 1.1.18. **Privacy Policy** – the Company’s policy governing the processing of personal data, which is placed on the User Portal. By accepting these T&C, the Client also accepts and agrees to the provisions of the Privacy Policy, as amended from time to time.
- 1.1.19. **Payee** – an individual or legal entity indicated in the payment order as a recipient of the Transaction.
- 1.1.20. **Payer** – an individual or legal entity who has a payment account (accounts) and allows a payment order from that payment account, or, where there is no payment account, an individual or legal entity who gives a payment order.
- 1.1.21. **Payment Instrument** – any payment instrument linked to the E-Money Account which allows to perform the Transactions. For separate Payment Instruments that are not discussed in these T&C, rules and conditions set out in the relevant annex to the T&C shall apply.
- 1.1.22. **Sanctions requirements** – international financial sanctions or other restrictive measures imposed by the institutions of the European Union, the United Nations and/or other countries (including sectoral sanctions applicable for the Client’s activities).
- 1.1.23. **Security Credentials** – personalized features that the Company provides or makes available to the Client to verify the identity, access to the User Portal, validity of the use of the E-Money Account and / or other Services.
- 1.1.24. **Services** – the following services provided by the Company (once and when the Company starts offering them):
- 1.1.24.1. execution of payment transactions;
  - 1.1.24.2. execution of payment transactions where the funds are covered by a credit line;
  - 1.1.24.3. enabling cash withdrawals from the E-Money Account as well as all the operations required for operating the E-Money Account;
  - 1.1.24.4. enabling cash to be placed on the E-Money Account as well as all the operations required for operating the E-Money Account;
  - 1.1.24.5. issuing of Payment Instruments and acquiring of payment transactions;
  - 1.1.24.6. issuance and redemption of E-Money;
  - 1.1.24.7. money remittance services;
  - 1.1.24.8. payment initiation services;
  - 1.1.24.9. account information services;
  - 1.1.24.10. additional services interrelated with the services described above (e.g. currency conversion).

- 1.1.25. **System** – Company’s licensed or owned technical solution which, among other technical solutions, provides Clients with a simple and safe use of Services.
- 1.1.26. **T&C** – these General Terms and Conditions, any references to the Company’s website provided in these T&C and annexes hereto if any.
- 1.1.27. **Transaction** – a money placement, transfer or withdrawal initiated by a Payer or a Payee.
- 1.1.28. **Unique Identifier** – a combination of letters, numbers or symbols specified to the payment service user by the Company or another payment service provider and to be provided by the payment service user to identify unambiguously another payment service user and / or the payment account of that other payment service user for the payment transaction. Under Unique Identifier for the purposes of these T&C can be understood, without limitation, E-Money Account ID, IBAN or IBAN and BIC or bank account number and BIC, etc.
- 1.1.29. **User** – the Client or the natural persons authorised by the Client to perform the Operations via the E-Channels. The User and the Client may be the same natural person. The User may be a person who has no E-money Account with the Company.
- 1.1.30. **User Portal** – the App and/or an internet website inside Company’s System wherefrom the Client can access E-Money Account and use Services.

1.2. In interpreting these T&Cs:

- 1.2.1. All article, clause, schedule and paragraph headings in these T&C are solely for convenience and shall not affect their interpretation;
- 1.2.2. Unless the context clearly indicates otherwise, words denoting one gender include all genders, words denoting individuals or persons include entities and vice versa, words used in the single include the plural and vice versa, and the words ‘including’, ‘included’, ‘in particular’ and of any similar expression shall be construed as being by way of illustration only and not as limiting the generality of any words preceding them;
- 1.2.3. References to a person shall include references to that person’s legal representatives, successors and permitted assigns;
- 1.2.4. References to any statute, statutory, statutory provision, subordinate legislation under the relevant statute, or European Union (EU) directive or regulation shall include any statute, statutory, statutory provision, subordinate legislation, or EU directive or regulation which amends or replaces it or has amended or replaced it.

**2. BINDING EFFECT, CONCLUSION OF THE AGREEMENT**

- 2.1. These T&C regulate provision of the Services by the Company to the Client.
- 2.2. These T&C shall constitute a legally binding agreement between the Company and the Client which enters into force on the date the Client signs its confirmation to be bound under these T&C (by hand or electronic means) or otherwise confirms acceptance with these T&C and remains in force an indefinite period of time unless it is terminated following the provisions set forth herein.
- 2.3. Any additional terms and conditions which regulate relationship between the Company and the Client that are not stated in these T&C, as well as any additional services or products that the Company provide or make available to the Client from time to time not covered by these T&C 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 and separate agreement or annex concluded between the Company and the Client, the terms of a

separate agreement or annex shall prevail.

- 2.4. The Company has the right to refuse to conclude the Agreement if there is a valid reason for doing so. The Company may consider as a valid reason in particular, where the person or a person related to them:
- 2.4.1. is a non-resident and does not have a reasonable interest in concluding the Agreement and/or a sufficient link to the EEA;
  - 2.4.2. provided incorrect or incomplete information to the Company or refused to provide information;
  - 2.4.3. is or has been, according to information available to the Company, involved in criminal and/or other unlawful activities, including but not limited to, money laundering, terrorist financing or the violation or evasion of international sanctions;
  - 2.4.4. is a high-risk person under the anti-money laundering and anti-terrorist financing rules applied by the Company, or is operating in a country or in an activity which, in the opinion of the Company, has an inadequate level of anti-corruption protection or a high-risk activity;
  - 2.4.5. is engaged in an activity which, in the opinion of the Company, is an activity subject to special requirements, or a similar activity, without holding a valid licence, business licence and so forth.

### **3. ONBOARDING THE CLIENT**

- 3.1. The moment when the Company and the Client enter into the business relationship shall be understood as the moment when onboarding of the Client is completed by the Company in accordance with the Company's internal procedures and the applicable laws.
- 3.2. The Company commences providing Services only if the Client submits all and any information (including, but not limited to, information about the Client's country of residence for tax purposes, the Client's address in that country, the Client's taxpayer identification number, etc.) and documents (including, but not limited to documents and information confirming the source of the Client's funds and other assets, the purpose and intended nature of the Client's business relationship with the Company, the nature of the Client's activity, etc.) reasonably requested by the Company to perform KYC / AML due diligence procedure, to assess Client's risk and its compliance with Company's risk appetite, Client's eligibility for the Company.
- 3.3. The Company shall have the right to perform the Client's re-identification, to update the information collected during the KYC / AML due diligence process, or to take additional steps to identify the Client.
- 3.4. The Company is entitled to require additional documents and / or information from the Client and the Client has an obligation to provide requested additional documents and / or information to the Company.
- 3.5. The Company, acting reasonably, shall assign the Client's risk level in its sole discretion. The Company accepts only those Clients that are of acceptable risk level.
- 3.6. Documents must be submitted to the Company in the form required by the Company, e.g., the Company may require original documents or copies of documents certified by a notary public; copies of documents certified by an Apostille or legalised, etc.
- 3.7. Documents submitted to the Company must be prepared in Lithuanian, English or another language specified by the Company. If the documents submitted to the Company are drawn up in a language not acceptable to the Company, the Company shall have the right to require that they are translated into Lithuanian or another language specified by the Company, the translation is signed by the translator, and the authenticity of his/her signature certified by a notary public.
- 3.8. All costs of preparation, delivery, approval and translation of the Client's documents submitted to the

Company shall be borne by the Client.

- 3.9. During the ongoing business relationship, if there are any changes in the provided data or documents, the Client agrees to provide updated information as soon as possible, but not later than 5 Business Days after the changes have occurred.
- 3.10. At the time of identification of the Client and/or updating of the Client's data, the Company may restrict the provision of the Services to the extent the Company deems necessary.
- 3.11. The Company will notify the Client by e-mail about the results of the due diligence procedures carried out (i.e. if the Client is accepted or not, the Company will ask for additional documents to complete the procedure).
- 3.12. The Company has the right to refuse to accept the Client as the new customer without indicating the reasons, however, the Company assures that the refusal to accept will always be based on significant reasons which the Company do not have to or does not have the right to reveal.
- 3.13. After the Company approves Client's acceptance, the Company opens the E-Money Account as set forth in these T&C.

#### **4. PROVISION OF SERVICES**

If Client is not a consumer, the Parties agree not to apply: (i) time limit for termination (as indicated in clauses 14.4, 14.5), (ii) Client losses limitation that have arisen due to unauthorised Transaction (as indicated in clause 5.12), (iii) notification period for the unauthorised transactions set forth in section III and Article 36 (as indicated in clause 12.1), 37 (as indicated in clause 12.5), 39 (as indicated in clause 5.12) of the Lithuanian Law on Payments and other as is allowed under the applicable laws.

##### **4.1. E-MONEY ACCOUNT**

4.1.1. The E-money account can be opened to a natural person who:

- 4.1.1.1. is a resident in one of the EEA countries; and
- 4.1.1.2. has the full legal capacity to enter into an agreement; and
- 4.1.1.3. is 18 years old or over.

4.1.2. The Company will publish requirements for legal entity eligibility once and when the Company will open possibility to sign up for legal entities.

4.1.3. When the Company accepts the Client as set forth in these T&C, the Company shall open the E-Money Account for the Client.

4.1.4. The Client's rights in connection with E-Money Account are limited exclusively to execute Transactions to Client's or other user's accounts held with the Company, to receive and keep funds, transfer funds to Clients or other persons owned payment accounts opened with another legally licensed payment service provider, settling amounts due to the Company for the Services provided under these T&C, reviewing the balance and other financial information of the E-Money Account, withdraw funds from the E-Money Account in the manner established in these T&C. The Client agrees that the Client will not be able to control or manage the E-Money Account otherwise than stated in these T&C.

4.1.5. The Client by opening the E-Money Account undertakes:

- 4.1.5.1. to take all reasonable steps to keep the Security Credentials safe;
  - 4.1.5.2. to contact the Company immediately without the undue delay when becoming aware of any loss, theft, misappropriation or unauthorised use of the E-Money Account or Security Credentials.
- 4.1.6. The Client agrees that access to and use of the E-Money Account may be interrupted and the Services may be limited or unavailable from time to time because of operational maintenance, update, upgrade, errors of the system or other reasons including those that are beyond the Company's control.
- 4.1.7. The Client will be notified in advance, at least in 5 Business Days about any regular or possible operational maintenance, update or upgrade of the System that may limit access to or use the Services.
- 4.1.8. The Client can supplement E-Money Account following the means listed below:
- 4.1.8.1. by transferring funds to the Client (Payee) E-Money Account from Client's (as Payer) or other Payer's payment account, opened in the Company or another legally licensed payment service provider;
  - 4.1.8.2. by transferring funds when using a debit or credit card, issued in the name of the Client;
  - 4.1.8.3. by using other methods allowed in the System (for example, using credit issued by third party service provider, etc.).
- 4.1.9. If funds are kept in the E-Money Account in different currencies, then the currency exchange rates are published on the Company Website or provided in the annex to these T&C for separate Payment Instrument. The currency is changed based on the currency exchange rates valid at the moment of conversion. The Client must check the applicable currency exchange rate before the Transaction, since amendments to the currency exchange rate are implemented immediately and without separate notification to the Client.
- 4.1.10. If funds are kept in the E-Money Account in different currencies, the Client undertakes responsibility for possible depreciation of funds due to changes in currency exchange rates and shall not have a right to raise claims to the Company with this respect.
- 4.1.11. Regardless of the limits arising from the AML requirements, the Parties can agree on specific payment operations limits set on the E-Money Account. The agreed specific payment operations limits on the E-Money Account are set and can be checked in the System.
- 4.1.12. If the Client has not been using the E-Money Account for more than 2 years, the Company shall have a right to unilaterally terminate these T&C and close the E-Money Account following the provisions set forth in these T&C.
- 4.1.13. Funds held on the E-Money Account shall be considered as E-Money which the Company issues after funds owed to the Client are transferred to the E-Money Account. After the Company receives funds, the Company converts funds into E-Money at the nominal value. The received funds are kept in the Company's segregated account opened in accordance with applicable laws.
- 4.1.14. E-money held on the E-Money Account shall not be regarded as a deposit and the Company does not, in any circumstances, pay any interest on E-Money held on the E-Money Account and does not provide any other benefits relevant for the deposits and associated with the time period the E-money is stored. Funds in the E-Money Account are not protected by the Deposit Insurance Fund (more information is available at: <https://www.iidraudimas.lt/en/>).**

- 4.1.15. At the moment of payment order from the E-Money Account and / or offset of amounts due with the Company or with other third party service providers, E-Money shall be redeemed at their nominal value, except as otherwise established under legal acts. No specific conditions for E-Money redemption that would differ from the standard conditions for transfers and other payment operations performed on E-Money Account shall be applied.
- 4.1.16. The Client at any time until the termination of these T&C can request the Company to redeem the E-Money in whole or in part held on E-Money Account at its monetary value. Such redemption of E-Money is subject to Fees and Charges as published on the Company website.
- 4.1.17. When redemption of E-Money is requested by the Client on or up to one year after the date of the termination of these T&C the total monetary value of the E-Money held in the E-Money Account shall be redeemed by the Company.

#### 4.2. EXECUTION OF PAYMENTS

- 4.2.1. The Transaction is considered authorised only when the Client (Payer) provides a consent. The Client (Payer) may provide the consent in the form and manner prescribed by the Company. Usually, the consent should be confirmed by using Security Credentials. The Client does not have right to challenge the Transaction executed by the Company if payment order has been approved by the consent provided by using Security Credentials.
- 4.2.2. The consent of the Client (Payer) has to be given before the execution of the Transaction.
- 4.2.3. The Transactions are performed following the payment order, which can be provided via App, User's Portal, Payment Instruments or other means provided by the Company.
- 4.2.4. Consent to execute one or several Transactions may also be given via the Payee or the payment initiation service provider.
- 4.2.5. The Company undertakes to ensure proper execution of payments following terms and conditions agreed herein and legal act requirements.
- 4.2.6. The Company shall execute the payment order if:
- 4.2.6.1. payment order contains sufficient information required by the Company; and
  - 4.2.6.2. payment order is authorized by the Client (i.e. the Client has given the consent); and
  - 4.2.6.3. E-Money Account has sufficient and unrestricted Balance in the currency of the payment order (except cases when Transaction is executed from the credit line funds provided under separate agreement by the Company or a third party).
- 4.2.7. Once the Company receives the payment order, the payment order becomes irrevocable. Save for the below mentioned rules for cancellation of payment order:
- 4.2.7.1. the payment order cannot be cancelled after the reception of it by the Company, except in cases provided for in these T&C;
  - 4.2.7.2. when a payment transaction is initiated by or through a payment initiation service provider or Payee, the Client (Payer) may not cancel the payment order after the payment initiation service provider has given consent to initiate the payment transaction or the Payee has given consent to perform the payment transaction;
  - 4.2.7.3. in case of direct debit, the Client (Payer) may cancel the payment order at the latest by the

end of the Business Day preceding the day on which the funds have been agreed to be debited from the E-Money Account;

- 4.2.7.4. in case the payment order was given in accordance with clause 4.2.10 of these T&C, it may be cancelled without additional charges one Business Day before the agreed day, until the end of a Business Day of the Company.
- 4.2.8. When a payment order to transfer money to the payment account of another payment service provider is received, the Company performs the Transaction in accordance with the Unique Identifier provided in the payment order. The Company is not responsible if the Unique Identifier is not provided in the payment order or is incorrect, and/or the Payee's payment service provider has set a different Unique Identifier for appropriate execution of such Transaction (crediting of money to the Payee's payment account). If the Unique Identifier provided by the Client is incorrect, the Company is not liable for the failure to execute a payment order. The Company undertakes to take all reasonable steps to trace the payment order and seek to recover the funds used in the payment order. Where the recovery of funds as referred to in this clause is impossible, the Company, on the request from the Client provided in writing or in a durable medium, undertakes to provide the Client with all available information which is relevant to the Client in order to enable him/her/it to take legal action in order to recover funds, including submitting a claim to court.
- 4.2.9. The payment order is considered received by the Company (calculation of the time period of execution of such payment order starts) on the day of its submission along with any information that the Company would require under its AML procedures, or, if the moment of submission of the payment order is not a Business Day of the Company, the payment order is considered received on the nearest Business Day of the Company. The payment order was received by the Company on a Business Day of the Company but not on business hours set by the Company, is considered received on the nearest Business Day, unless the payment order indicates that payment operation is internal within the Company.
- 4.2.10. The Parties shall have the right to agree that the payment order shall be executed on a particular agreed day. The agreement between Parties is considered to be concluded when the Client submits the one-off or recurring payment order with a set date of payment execution. In such case, the date of the receipt of the payment order shall be considered that particular agreed day or, in case it is not a Business Day, the payment order shall be considered received on the nearest Business Day.
- 4.2.11. Payment orders initiated by the Client may be a subject to payment limits due to security and legal requirements. These limits are set dynamically depending on the Client's verification status and overall profile of the Client.
- 4.2.12. Payment orders are subject to Fees and Charges as published on the Company website or provided in another document that is available to the Client.
- 4.2.13. Terms for payment order execution:
- 4.2.13.1. in case a payment order shall be executed within the Company (i.e. internal transfer) – payment order shall be executed immediately, i.e. up to a few minutes, unless the payment order is suspended due to cases set forth by legal acts and / or these T&C), regardless of business hours of the Company;
- 4.2.13.2. in case a payment order shall be executed within EU/EEA through SEPA transfer scheme – payment order shall be executed within 1 Business Day, unless the payment order is suspended due to cases set forth by legal acts and / or these T&C, regardless of business hours of the Company;

4.2.13.3. in case a payment order shall be executed within EU/EEA but not in the currency of EUR or in EUR but executed not through SEPA transfer scheme – payment order shall be executed not later than within 4 Business Days, unless the payment order is suspended due to cases set forth by legal acts and / or these T&C, regardless of business hours of the Company;

4.2.13.4. in case a payment order shall be executed not within EU/EEA in any currency, including in EUR through non-SEPA transfer scheme but excluding in EUR through SEPA transfer scheme – payment order shall be executed within 10 Business Days. The Company shall not be responsible for any delays in the procession of a payment order if the delay is caused by circumstances that are not in the Company’s control such as delays caused by a beneficiary bank or a correspondent bank that processes the payment.

4.2.14. For payment orders executed not within EU/EEA area and/or not in EUR additional terms and rules may apply as published on the Company website.

4.2.15. The Client agrees that the Company reserves the right to refuse to execute the Client’s payment order, suspend it or cancel the execution of a Payment Order submitted by the Client. In case of refusal to execute a payment order, the Company immediately informs the Client, except in cases when such notification is technically impossible or prohibited by applicable laws. A payment order refused by the Company shall be deemed not to have been received.

4.2.16. In case the Transaction was initiated through a Payee, the Client (Payer) has the right to apply to the Company within 8 (eight) weeks from the date of debiting the funds from the Client’s E-Money Account for the return of the funds debited according to the payment order. After this term expires, the Client (Payer) loses the right to request a refund, except for the case of refund specified in section 12 of these T&C.

#### 4.3. *CASH PLACEMENT TO AND WITHDRAWALS FROM THE E-MONEY ACCOUNT*

4.3.1. The Clients have the right to place cash to or withdraw it from the E-Money Account, if the Client has a valid payment card linked to the E-Money Account. Terms and conditions on cash placement or withdrawal using this Payment instrument are set out in the separate annex to the T&C.

4.3.2. Clients without payment cards may also use the services indicated in clause 4.3.1 at these locations [www.w1tty.com](http://www.w1tty.com) under the terms as set out in the separate annex to the T&C.

#### 4.4. *CREDIT SERVICES*

4.4.1. The Clients may apply for short-term loans (not exceeding 12 months period) in the form of credit line. The Company grants these loans under the conditions set out in the separate annex to the T&C. The credit to the E-Money Account might be provided by the third parties through the System.

4.4.2. In the Client initiates a payment using a credit issued by the Company of a third party, the same conditions for the execution of the transaction apply as provided in these T&C or terms for the Payment Instrument used to execute the Transaction. The Client agrees that the Company, acting for its own or for other third party credit service provider’s benefit, shall have the right to perform unilateral settlements (set-offs) of any outstanding amounts of the Client that arise from credit agreement(s) concluded by the Client from the Balance of the Client’s E-Money Account.

#### 4.5. *ACQUIRING*

4.5.1. The Company may provide acquiring of payment transactions services for the Clients. These Services are provided according to the separate rules and conditions set out in the annex to the T&C.

#### 4.6. *PAYMENT INITIATION AND ACCOUNT INFORMATION SERVICES*

4.6.1. The Company provides payment initiation and account information under the conditions set out in the separate annex to the T&C.

#### 4.7. *PERFORMING THE OPERATIONS VIA E-CHANNELS*

4.7.1. The User shall have the right to carry out the Operations allowed by the Company to be performed via the respective E-Channel. The Company shall have the right to allow the User to conclude agreements and sign the documents on behalf of the Client via the E-Channels if the Company is satisfied that the User has the necessary authorizations for signing such an agreement and/or documents.

4.7.2. The Client and/or the User shall have no right to challenge the Operation (e. g. a payment order, a concluded agreement, etc.) if the Operation has been performed by the User using the Security Credentials.

4.7.3. Any agreements concluded with the Company in the Client's name via the E-Channels and confirmed/signed by using the Security Credentials means shall be equivalent to the agreements concluded between the Client or its authorized person and the Company in writing.

4.7.4. Any instructions to the Company to perform an Operation and other actions submitted/performed via the E-Channels by using the Security Credentials shall be considered submitted/performed by the User and shall be equally valid as the actions performed by the Client itself. If the Company proves that the authentication procedure has been used by another person through the Client's or the User's fault, the performed Operations shall be considered performed by the User and shall be equally valid as the Operations performed by the Client itself.

4.7.5. The Client hereby authorizes the User to perform the Operations on behalf of the Client. No change in the Client's and the User relationships (e.g., expiry of the employment relations, etc.) shall affect the validity of the T&C until the Client and/or the User notifies the Company about that.

4.7.6. The Company shall have the right to suspend the use of the E-Channels for important reasons (technical maintenance, software replacement or development, etc.).

4.7.7. The Company may record the User's phone calls and register the Users' activities and the Operations performed via the E-Channels and such records, if necessary, may be used as a proof of the Operations performed via the E-Channels.

#### 4.8. *RECEIVING FUNDS INTO THE E-MONEY ACCOUNT*

4.8.1. Funds shall be deemed to be received into the E-money Account after the funds have been credited to the E-Money Account and are visible in the Balance.

### **5. RIGHTS AND DUTIES OF THE CLIENT**

5.1. The Client undertakes to immediately inform the Company of any changes which may occur from time to time regarding any information or documents that the Client provided, including the information provided in the course of the onboarding due diligence procedure, or in case the Client is a legal entity, as well as information related to Client's business, legal status, corporate structure, beneficial ownership.

5.2. The Client shall have a right to receive these T&C and other annexes, rules and regulations on Services provided in paper form or in other durable medium.

- 5.3. During the ongoing business relationship between the Parties, upon request of the Company the Client shall provide additional information and / or documents related to the Client, its business activity and / or to provide Services in order to properly mitigate AML risks.
- 5.4. The Client shall periodically (once a year or at any other time frame requested by the Company) update the questionnaire and provide all supplementing, supporting documents, data and information, related to KYC processes in order to comply with applicable laws. The Company will notify and send the request to the Client and give a time period to provide the required documents, data and information.
- 5.5. The Client shall provide with all available information about any unauthorised entrance into the System, as well as about any illegal actions of third parties performed in the result of such unauthorised entrance. The Client undertakes to assist in investigating of the unauthorised or incorrectly executed Transactions.
- 5.6. The Client acknowledges and agrees that the Company shall have the right to sub-contract any of the obligations under these T&C without Client's prior consent and may engage, in its sole discretion, third-party providers to assist to provide Services to the Client, and that the Company shall have the right to transfer to Company's third-party providers all data that the Client provided, or cause to be available to the Company in connection with these T&C, provided, however, that such third-party providers are bound by confidentiality obligations and abide themselves to data protection requirements set by the Company and data protection laws. The Client may obtain information about Company's partnership with third-party providers and contact data upon request to the Company.
- 5.7. The Client accepts that if the Company believe that the Transaction is fraudulent or illegal, the respective Transaction will be declined or cancelled. In case the Client notices that the E-Money Account was credited without any legal or economic ground the Client must immediately inform the Company. The Client gives its consent for the Company to deduct these funds without the Client's payment order. In case of insufficient funds in the E-Money Account for the Company to deduct such credited amount, provisions set in clause 6.4 of the T&C shall apply.
- 5.8. The Clients are prohibited (**List of Prohibited Actions**):
  - 5.8.1. to use the Services for any unlawful or illegal purposes including without limitation fraud, money laundering and / or terrorist financing, or other criminal or illegal activities;
  - 5.8.2. to use the Services for other purposes than have been declared by the Client during the onboarding. The Client can use the Services for other purposes only with the Company's prior written consent;
  - 5.8.3. to provide the Company with false, misleading or inaccurate information;
  - 5.8.4. to use Services in connection with the countries outside EEA;
  - 5.8.5. to introduce viruses or other malware and destructive components into the System;
  - 5.8.6. to use the Services for the sale or supply of goods or provision of services that are prohibited by law, any annex to these T&C or contradict public order and moral principles;
  - 5.8.7. to use the Services in a manner that may violate any applicable laws;
  - 5.8.8. to disclose Security Credentials to any third parties.
- 5.9. If the Client breaches or the Company has grounds to suspect that the Client may be in breach of the above prohibitions and / or is involved in activities included on the List of Prohibited Activities, the Company reserves the right, at its absolute discretion, to:
  - 5.9.1. reverse the Transaction or refuse in the Transaction execution; and / or

- 5.9.2. suspend and / or close the E-Money Account together with funds within, terminate provision of the Services to the Client and terminate these T&C as set forth herein; and / or
  - 5.9.3. inform other holders of the E-Money Account, the counter party of the Transaction, as well as another payment service provider involved in the Transaction execution about the breach of the above prohibitions; and / or
  - 5.9.4. take legal actions against the Client; and / or
  - 5.9.5. claim losses and damages from the Client.
- 5.10. Unless the Company is prohibited from doing so by law, the Company will notify the Client about the actions the Company took or imposed against the Client or the E-Money Account in connection with the Client's breach of the above prohibitions. The Client shall bear and reimburse with any losses of the Company incurred due to such breach.
- 5.11. The Client is liable for correctness of data, orders and documents submitted to the Company.
- 5.12. The Client bears all the losses that have arisen due to unauthorised Transaction for the amount of up to EUR 50 if these losses have been incurred due to: (i) the usage of a lost or stolen Payment Instrument or (ii) the illegal acquisition of a Payment Instrument. The losses limitation is not applied if the Client is not a consumer. The Client also bears any the losses incurred due to unauthorised Transaction if the Client has incurred the losses as a result of acting dishonestly or due to gross negligence or intentionally not fulfilling one or several of the obligations indicated below:
- 5.12.1. to comply with the rules regulating the issuance and usage of the Payment Instrument provided in these T&C or its annexes, when using the Payment Instrument;
  - 5.12.2. to notify the Company immediately using means of communication provided in the Article 1.1.6, in case the Client finds out about a loss, theft, illegal acquisition or unauthorised usage of the Payment Instrument, about facts and suspicions that Security Credentials have become known to or can be used by third person;
  - 5.12.3. to undertake all possible measures to protect Security Credentials after the Payment Instrument has been issued.

## **6. FEES AND CHARGES. CURRENCY CONVERSION**

- 6.1. The Company provides Services for the fees agreed by the Parties and published on the Company website.
- 6.2. The Client gives a consent to deduct respective amounts of Fees and Charges due at any time without notice from the Balance of the E-Money Account.
- 6.3. The Fees and Charges are payable in Euro. In the event that there is insufficient amount of funds available in Euro currency to pay the Fees or Charges, the Company shall have the right to exchange funds that the Client hold on the E-Money Account in currency other than Euro into Euro currency by applying the currency exchange rates that are published on the Company website.
- 6.4. If any of the Fees and Charges applicable to the Client under these T&C have not been deducted from the Balance of the E-Money Account, including without limitation the case when the Balance of the E-Money Account is insufficient to make such deductions, the Company issue an invoice for the amount owed to the Company which shall be paid by the Client within 3 Business Days in accordance with the procedures set forth in the invoice.
- 6.5. The Company reserves the right to apply default interest of 0.05% for each breach day. All bank transfer

fees and charges related to payment of the invoices shall be borne by the Client.

- 6.6. The Client understands that the Company may take debt collection or enforcement measures including without limitation involving of a debt collection agency or initiating a court proceeding in order to claim debts the Client owes to the Company while holding the Client liable to all costs incurred in the course of such measures.
- 6.7. The Company shall not be obligated to determine whether taxes, duties and other relevant charges apply for the Client, and are not responsible for the assessment, collecting, reporting, remitting or payment of any taxes, duties and other relevant charges incidental to and arising from any sale of goods or services by the Client (if any).

## **7. SECURITY MEASURES**

- 7.1. The Client shall use the Services in accordance with these T&C and other documents regulating the provision of Services.
- 7.2. To authorise the Transactions, the Client may be required to use Security Credentials. Any Transaction carried out remotely using Security Credentials are deemed to be initiated by the Client themselves.
- 7.3. The Company may introduce additional security measures for the additional Services or products. The Company will notify the Client of any such security measures in advance.
- 7.4. The Client is solely responsible for safely keeping Security Credentials.
- 7.5. The Client shall inform the Company about any requests received by the Client to enter or otherwise disclose the Security Credentials. If at any time the Client becomes aware or suspects that the Client's Security Credentials have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, the Client shall notify the Company without undue delay and, if there is such possibility, immediately change Security Credentials to the E-Money Account. The Client understands that any undue delay in notifying may result in the Client being liable for any losses or damages arising from the above lost, theft, misappropriation, or unauthorised use.
- 7.6. It is the Client's responsibility to ensure that any computer or other system, software, equipment or device therefrom the Client access or use the E-Money Account is protected and free from any viruses or other malware and destructive components.
- 7.7. It is also recommended to the Client to:
  - 7.7.1. protect devices with passwords, PIN codes or other safety measures.
  - 7.7.2. evaluate received emails, SMSs with cautiousness, even if we are indicated as the sender. The Company will never request the Client to download attachments or install software. Attachments to fraud e-mails may contain viruses which can harm devices or pose a risk to the safety of Client's E-Money Account.
  - 7.7.3. not to click on unknown links, open unknown documents, install software or application from unknown, unreliable sources or visit unsafe websites.
- 7.8. If the Client notices any suspicious activity on their E-Money Account, unauthorised Transaction and thinks that third persons may have logged in to the App, User Portal for the using of the Services, the Client shall:
  - 7.8.1. immediately inform the Company thereof and request to block the Client's E-Money Account;
  - 7.8.2. provide with all available information about any unauthorized entrance, as well as about any illegal

actions of third parties performed in the result of such unauthorized entrance. The Client undertakes to assist in investigating of the unauthorized or incorrectly executed Transactions;

7.8.3. in order to continue to use the E-Money Account, the Client shall change the Security Credentials, use other instruments to access the E-Money Account.

7.9. In case the Company detects any unauthorized Transactions or access to the Client's E-Money Account, the Company will block such unauthorized activities and inform the Client about the security measures implied. The Client shall change the Security Credentials in order to avoid further unauthorized activities.

7.10. To the extent permitted by the applicable laws and regulations, the Company shall not be liable for any losses or damages the Client incurs due to Client's failure to comply with the above requirements.

## **8. REPRESENTATIONS AND WARRANTIES**

8.1. Applying for opening of the E-Money Account and accepting these T&C, as well as any their revised version, the Client represents and warrants on an ongoing basis that the Client:

### *Provisions applicable when the Client is a legal entity*

8.1.1. is a corporation, validly existing under the laws of the jurisdiction of its incorporation and it conducts its business in compliance with applicable laws and not in violation of the rights of any third party;

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

8.1.3. use of the Services does not infringe law of the country where the Client is registered;

8.1.4. acts through a duly authorized representative, who has full authorization to sign these T&C and dispose the E-money account;

8.1.5. neither the ultimate beneficiary owners of the Client, nor the Client's representative is a PEP or an immediate family member or a close associate of PEP, unless this was indicated during KYC check of the Client. The Client undertakes to notify the Company immediately once the Client's ultimate beneficiary owner or representative become any of the above;

8.1.6. is not subject to bankruptcy, insolvency, restructuring, reorganization, liquidation or other similar proceedings or procedures;

8.1.7. does not perform, is not involved and has no intentions to use the Services for any illegal purposes or prohibited activities under applicable laws;

8.1.8. follows all laws applicable to the Client;

8.1.9. accepts that the Client will need to complete, to the Company's satisfaction, due diligence procedures carried out in order to identify, check and verify the Client, as well as their businesses and operations, and agrees to provide with true, accurate, complete and up to date information, documents and other evidence requested for these purposes;

8.1.10. will not introduce any viruses or other malware and destructive components into the system.

### *Provisions applicable when the Client is a natural person*

8.1.11. information provided to the Company for the purpose of entering into these T&C is true and

correct;

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

8.1.13. Client is not a PEP or an immediate family member or a close associate of PEP, unless this was indicated during KYC check of the Client. The Client undertakes to notify the Company immediately once the Client becomes any of the above;

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

8.1.15. does not perform, is not involved and has no intentions to use the Services for any illegal purposes or prohibited activities under applicable laws;

8.1.16. will not introduce any viruses or other malware and destructive components into the system.

8.2. The Company relies on the representations and warranties listed above when providing the Services to the Client.

8.3. The Company reserves the right to terminate contractual relations with Clients under these T&C and close the E-Money Account, once the Company discovers or has grounds to suspect that the Client is in breach of any of the representations and warranties listed above. The Client shall reimburse any losses and damages that the Company incurs in the result of the Client's failure to provide with true, accurate and complete representations and warranties.

## **9. DATA PROTECTION**

9.1. For more details regarding the data protection and processing, please refer to the Privacy Policy.

## **10. CONFIDENTIALITY**

10.1. The Client undertakes to keep confidential the technical and commercial information which has become known to the Client during contractual relations with the Company, except for publicly available information. The Client shall not transfer such information to any third party without the Company's prior written consent.

## **11. INTELLECTUAL PROPERTY**

11.1. The Client acknowledges and agrees that any and all titles, interests and Intellectual Property Rights that exists now, and all such titles, interests and rights subsequently acquired by the Company to the User Portal, the User Portal and the System in its entirety, including without limitation to all information, content and material contained therein, are owned or licenced by the Company and are protected by intellectual property laws and / or international treaty provisions.

11.2. Nothing in these T&C grants the Client any legal rights to the User Portal, the User Portal and the System in its entirety other than as necessary to enable the Client to obtain the Services.

11.3. The Client acknowledges that, under no circumstances, the Client will acquire any title or interest to any part of the User Portal, the User Portal, the System or their contents. The Client may not reproduce, store, share, distribute or use any of the information, content and material contained on the User Portal, the User Portal or the System, either in whole or in part, without the Company's or the respective owner's prior written consent.

11.4. "W1TTY" name and logos are trademarks of the Company and / or its affiliates. Other marks, graphics, icons, names and logos used or displayed on or through the User Portal, the User Portal and the described

or offered products or services are trademarks, trade dress and / or service marks of the Company, its affiliates or otherwise are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company.

- 11.5. The Client must not copy or use any of the abovementioned trademarks, trade dress and / or service marks, in whole or in part, without the Company's and the respective owner's prior written consent.

## **12. THE COMPANY'S LIABILITY**

- 12.1. The Company shall be liable for direct losses of the Client (if the Client is consumer) occurred due to unauthorised or incorrectly executed Transaction (due to the Company's error) only if the Client notifies the Company on becoming aware of any such Transaction giving rise to a claim and no later than within 13 months after the debit date, save for the cases in these T&C that explicitly indicates Client's liability. If the Client is not a consumer, then term for notifying the Company is 5 Business Days after the debit date. If the Client does not submit this notification within the indicated time period, it is considered that Client has unconditionally agreed to the Transaction, that has been executed on the Client's E-Money Account.
- 12.2. The Company shall be liable for direct losses occurred after Client's notification to the Company, without undue delay, that the Client's Security Credentials have been lost, stolen, misappropriated, used without authorisation or otherwise compromised together with a request to block the Payment Instrument and/or E-Money Account.
- 12.3. Without prejudice to other provisions of these T&C that exclude or limit the Company's liability under these T&C, the Company shall not be liable:
- 12.3.1. for any indirect damages;
  - 12.3.2. for the goods and services that the Client sell, supply, provide or receive, including without limitation for the quality, performance, safety and legality of such goods or services, as well as for their actual delivery;
  - 12.3.3. for damages occurred due to unauthorised access to the E-Money Account, in case the Company has evidence that unauthorised access to the E-Money Account was caused by dishonesty, or gross negligence, or fraud of the Client;
  - 12.3.4. for any viruses or other malware suffered by the computer or other system, software or equipment therefrom the Client access and use the E-Money Account or the Services;
  - 12.3.5. damages the Client incurs due to System malfunction or failure to operate;
  - 12.3.6. for assessment and payment of any taxes, duties and other relevant charges that may arise from the Client's activity with the use of the E-Money Account or the Services. The Client is solely responsible for assessment and payment of any tax obligations and other relevant duties and charges whatsoever;
  - 12.3.7. for damages the Client incurs due to its failure to comply with the applicable laws;
  - 12.3.8. for damages that occurred due to *force majeure*.
- 12.4. To the extent permitted by applicable laws, the Company's liability under these T&C shall be in all cases limited to the total amount of Fees and Charges the Client paid while using the Services during the 3 months of cooperation preceding the day the damages arise. To the extent permitted by applicable laws, the Company shall be liable only due to its wilful misconduct. Limitation in this clause does not apply to the Company's liability in case of unauthorised Transactions.

- 12.5. Where the Client (if the Client is consumer) denies having authorised an executed Transaction or claim that the Transaction was not correctly executed, the burden shall be on the Company to prove that the Transaction was not authenticated, accurately recorded, entered in the accounts or was affected by a technical breakdown or some other deficiency of the service provided. If the Client is not a consumer, then the burden shall be on the Client (that is not consumer).
- 12.6. The Party shall be exempted from the liability for non-performance of obligations under the T&C if it can prove that non-performance of obligations is caused by *force majeure* (any of the following events, which cannot be prevented or overcome by reasonable means, including but not limited to war, civil unrest, the entry into force of regulations of state and government and other actions of government agencies and organizations, moratoriums, epidemics, blockades, embargoes, earthquakes, floods, fires or other disasters, acts of God, strikes, lockouts or similar labour disturbance) circumstances which are proven according to the applicable laws.

### 13. SUSPENSION OF THE SERVICES

- 13.1. The Company reserves the right to suspend the provision of Services, including limit the access to the E-Money Account:
- 13.1.1. if the Company has grounds to suspect or has been notified by the Client that the Client's Security Credentials have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, and / or the E-Money Account is used by unauthorised persons, for fraudulent purposes, or because for other objectively justified reasons relating to the security of the E-Money Account;
  - 13.1.2. before the Client completes, to the Company's satisfaction, due diligence procedures carried out under these T&C;
  - 13.1.3. during operational maintenance, update, upgrade or errors of the System, as well as in case of illegal intervention, viruses or other malware suffered by the System;
  - 13.1.4. in case of abnormal and unforeseeable circumstances beyond the Company's control;
  - 13.1.5. if the Client engages or the Company has grounds to suspect that the Client may engage in prohibited activities set out in the List of Prohibited Activities (as established in clause 5.8);
  - 13.1.6. the Security Credentials have been incorrectly used for several times;
  - 13.1.7. the Client's E-Money Account is seized or the Client's funds in the E-Money Account are subject to a restriction on the disposition of or any other restriction on the use of the funds or assets in the E-Money Account;
  - 13.1.8. in the event of change of the Client's (if the Client is a legal entity) representative and / or cancellation or expiry of the documents confirming the powers of such representative to act on the Client's behalf for the purposes of these T&C until the Company verifies the identity of the newly appointed or empowered representative and / or receives the updated documents confirming his / her powers;
  - 13.1.9. if the validity term of Client's or Client's representative's (if the Client is a legal entity) provided personal identification document expires. Suspension term will continue until updated documents are provided;
  - 13.1.10. the Company is provided with evidence-based information about the Client's death;
  - 13.1.11. if the Client breaches or the Company has grounds to suspect that the Client may be in breach of

the provisions of these T&C, or any other conditions applicable to the Services;

13.1.12. if the Company is required to do so by law, including under the requirement of the competent authorities.

13.2. The Company may also suspend the Services and/or functionalities of the E-Money Account on reasonable grounds such as:

13.2.1. risk to the security of the E-Money Account;

13.2.2. risk to E-Money Account's security features, including Security Credentials;

13.2.3. an unauthorized or fraudulent use of the Client's Payment Instruments and/or E-Money Account has occurred;

13.2.4. allegedly illegal or not compliant use of the Payment Instruments and/or E-Money Account.

13.3. The Company may suspend and hold the payment if the Company has grounds to suspect that the Client is sending or receiving funds in breach of the Agreement and/or law.

13.4. The Company will notify the Client (by e-mail at the Client's verified e-mail address and on the App) of any suspension or restriction and of the reasons for such suspension or restriction in accordance with these T&C as soon as practically possible either before the suspension/restriction or thereafter, unless notifying the Client or providing the Client with the reasons for the suspension or restriction would be unlawful or compromise Company's or third-party suppliers' security interests. The Company will recall suspension and / or the restriction as soon as practicable after the reasons for the suspension and / or restriction have ceased to exist.

13.5. The Client accepts that if the Company suspends the E-Money Account, the Company will restrict operations on the E-Money Account, restricts the Client in using of the Services. The Company may refuse in execution of Transactions or other instructions provided by the Client while the E-Money Account is suspended.

13.6. The Client understands that when the Company suspends the Services, the Company acts in the Client's, the Company's or third parties' interests.

#### **14. TERMINATION. CLOSURE OF THE E-MONEY ACCOUNT**

14.1. The Company is entitled to terminate these T&C with immediate effect, terminate provision of the Services to the Client and close the E-Money Account in the following cases:

14.1.1. the Client fails to comply with the Company's requests to complete due diligence procedures carried out and / or due diligence procedures carried out under these T&C are not completed to the Company's satisfaction;

14.1.2. the Client's risk changes and can no longer be assessed as acceptable to the Company, or if the Client fails to provide the Company with information or documents requested in the course of their relationship;

14.1.3. the Company is not able to check accuracy of the information the Client provided in the course of the due diligence procedures carried out;

14.1.4. the Client breaches or the Company has grounds to suspect that the Client may be in breach of any of the representations and warranties set out herein or provided with untrue, inaccurate or incomplete information with respect to such representations and warranties;

- 14.1.5. the Client breaches or the Company has grounds to suspect that the Client may be in breach of the prohibitions set out in the List of Prohibited Activities (as established in clause 5.8).
  - 14.1.6. the Client breaches or the Company has grounds to suspect that the Client may be in breach of any laws or regulations applicable to the Client's use of the E-Money Account, or the Services;
  - 14.1.7. the Client carries out (plans to carry out) activities that do not comply with the Company's principles of sustainability, human rights, transparency, gender equality, morality and ethics, or any other activities that are unacceptable to the Company;
  - 14.1.8. if the Client's activity is likely to harm operation of the System, the Company's or third parties' justified interests or business reputation;
  - 14.1.9. for the objectively justified reasons relating to the security of the E-Money Account;
  - 14.1.10. the Client is subject to bankruptcy, insolvency, restructuring, reorganization, liquidation or other similar proceedings or procedures;
  - 14.1.11. in case of change of control over the Client (if the Client is a legal entity);
  - 14.1.12. the Company is required to do so by the applicable laws;
  - 14.1.13. the Company ceases to be authorised to provide Services;
  - 14.1.14. the Company is not able to provide the Services because a third party provider involved in the provision of the Services ceased and / or is not able to provide required services to the Company;
  - 14.1.15. the Client is included in the list of persons subject to international financial sanctions or other restrictive measures imposed by the institutions of the European Union, the United Nations and/or other countries, or its activities fall under the above referenced lists, or it transacts with persons included in those lists;
  - 14.1.16. in other cases where the Client breaches or the Company has grounds to suspect that the Client may be in breach of these T&Cs or any other conditions applicable to the provision of Services.
- 14.2. The Company will notify the Client once the Company decides or will be required to close the E-Money Account, also informs the Client about the possibility to return money which belongs to the Client according to the clause 14.10 of these T&C. Unless otherwise required by the applicable laws, the Company will provide the Client with the reasons for closure of the E-Money Account.
- 14.3. In case of these T&C is terminated due to reasons set forth in clause 14.1 hereof, the Company shall not be responsible for any losses suffered by the Client.
- 14.4. The Company may terminate these T&C unilaterally by giving the Client a 2-month (if the Client is consumer) or 1-month (if the Client is not consumer) prior notice.
- 14.5. The Client may terminate these T&C:
- 14.5.1. the Client, who is a consumer, can unilaterally terminate these T&C within 14 days from the moment of the conclusion of the T&C by providing the Company with a notice of termination. If the Client exercises the right of withdrawal and unilaterally terminates these T&C, the execution whereof the Company has already commenced at the Client's request or with the Client's consent, the Client shall be obliged to pay the Company for the Service which the Company has already provided to the Client under these T&C. By concluding these T&C the Client consents that the Company begins to execute these T&C before the expiry of the withdrawal rights execution period

specified in this clause. If the Client has not exercised his/her right of withdrawal within the timeframe specified herein, the Client may withdraw from the T&C only in cases established in the applicable laws and/or these T&C;

- 14.5.2. by a 30 days prior written notice (if the Client is a consumer) or by a 6-months prior written notice (if the Client is not a consumer);
- 14.5.3. the Client may also terminate these T&C free of charge and with effect at any time until proposed date of entry into force of substantial changes to these T&C.
- 14.6. Fees for the use of the E-Money Account or the Services payable on a regular basis shall be payable by the Client only pro rata up to the termination of these T&C. If such fees are paid by the Client in advance, they will be reimbursed proportionally.
- 14.7. In case of termination of these T&C any and all fees, charges and costs the Client owes to the Company, as well as fines, penalties, forfeits, losses and damages incurred or imposed because of the Client's breach of these T&C, shall be paid by the Client and deducted from the Balance of the E-Money Account.
- 14.8. If funds the Client owes to the Company under these T&C have not been deducted from the Balance of the E-Money Account, including without limitation the case when the Balance of the E-Money Account is insufficient to make such deductions, the Company shall have the right to issue an invoice to the Client for the amount owed to the Company which shall be paid by the Client within 3 Business Days in accordance with the invoice instructions. The Client's failure to pay the invoice after terminating these T&C entitles the Company claim default interest as set forth herein.
- 14.9. Termination of these T&C does not release the Client from any liability arisen before the termination of these T&C.
- 14.10. In the event of termination of these T&Cs, the Company shall transfer any outstanding funds in the Client's E-Money Account to the Client's payment account held with another licensed payment service provider. If the Client's E-Money Account remains terminated for more than twelve (12) months and the Client has not provided the necessary details for a refund, any remaining funds may be removed from both the Client's E-Money Account and the Company's segregated account after the 12-month period. Prior to the completion of this 12-month period, the Client can request a refund of the remaining balance at any time. However, a monthly funds administration fee shall apply in accordance with the Prices, Special Terms & Conditions of Products and Services, until the date the funds are removed from the account.
- 14.11. The Client undertakes to comply with all the requests to complete the respective due diligence procedures carried out to mitigate the risk of fraud or other illegal activities and to comply with the AML requirements.
- 14.12. The E-Money Account shall be closed only after the remaining Balance of the E-Money Account is fully transferred to another licensed payment service provider and all the Client's outstanding fees owed to the Company are fully paid.
- 14.13. Liability, indemnification, confidentiality and other provisions of these T&C of survival nature shall survive termination of these T&C.
- 14.14. The Company, as a regulated electronic money institution, is obliged under the applicable laws and regulations, including AML requirements, to record and store during the term of these T&C, as well as after its termination the Client's payment information and Transactions (as defined in clause 1.1.27) history of the E-Money Account.

## **15. T&C CHANGES**

- 15.1. Without prejudice to other provisions of these T&C, the Company reserves the right to unilaterally change these T&C at any time for any of the following reasons (without limitation):

- 15.1.1. changes are favorable for the Client;
  - 15.1.2. changes are expected to make provisions of these T&C clearer and easier to the Client's understanding;
  - 15.1.3. changes are required to reflect amendments or expected amendments to the internal policies or applicable laws and regulations, or to reflect a relevant demand, decision or recommendation of any court, regulator or other competent authority;
  - 15.1.4. changes need to cover security improvements of the System, improvements in the Services, introduction of a new and / or replacement or withdrawal of the existing Service;
  - 15.1.5. changes needed to reflect amendments in services provided by the partners of the Company or changes in partners of the Company all together;
  - 15.1.6. changes are required to reflect increase or any other change of the Fees or Charges, as well as introduction of additional associated costs, and / or to reflect changes or expected changes in costs the Company incurs when provides Services to the Client.
- 15.2. A revised edition of these T&C will be provided to the Client or Client will be informed where a revised edition of T&C is available for familiarization.
- 15.3. Changes to these T&C are subject to at least 60 days' notice before their proposed date of application. If the Client does not notify the Company that changes to these T&C are not accepted by the Client before the proposed date of their entry in force, the Client will be deemed to have accepted such changes and be bound by the updated or amended T&C.
- 15.4. In the event that the Client disagrees with the proposed changes to these T&C, the Client has the right to terminate these T&C 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&C will be deemed as a notice of termination of these T&C. Upon termination of these T&C E-Money Account shall be closed in accordance with these T&C.
- 15.5. The Client is not entitled to unilaterally change, amend or alter provisions of these T&C.

## **16. ASSIGNMENT**

- 16.1. The Client may not novate, assign, transfer, sub-contract or otherwise grant any rights, obligations, claims or legal interest under these T&C.
- 16.2. The Company reserves the right to assign the rights and obligations under these T&C 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.

## **17. LANGUAGE**

- 17.1. The formal language of these T&C, information and documents to be provided by the Client under these T&C, as well as communication between the parties is Lithuanian (for clients in Lithuania) and English (for clients from other countries). The provisions of these T&C in Lithuanian (for clients in Lithuania) and English (for clients from other countries) shall prevail over any other language that may be used in the communication with the Client (where so required). Using in communication with the Client of any other language is exclusively for informal purposes and in no way shall alter, change or modify these T&C.
- 17.2. Unless otherwise provided by the applicable laws, the language of communication between the Client and the Company is Lithuanian (for clients from Lithuania) and English (for clients from other countries) or the other language if the Company and the Client agrees so.

## **18. COMMUNICATIONS**

- 18.1. Notifications, statements, reports and any other communications related to the Services shall be transmitted to the Client by posting on the User Portal and / or by e-mail or phone at the Client's verified e-mail address or phone number and/or the App.
- 18.2. If the Client has doubts whether the communication has been sent by the Company, the Client should contact the Company immediately as referred in clause 18.3.
- 18.3. The Client may contact the Company via means indicated in clause 1.1.6 of these T&C.
- 18.4. Notifications, statements, reports and any other communications shall be deemed transmitted to the Client when posted or sent (as established in clause 18.1) by the Company and shall be deemed received by the Client personally.
- 18.5. The Client is required to check the User Portal, the Client's verified e-mail address and / or phone number regularly in order to timely be acquainted with any notifications and other communications provided to the Client. The Client accept that the Client's failure to comply with this requirement may result in loss of notifications that may impact the Client's rights and obligations under these T&C. The Company shall not be liable for any losses or damages arising out of the Client's failure to comply with the above requirement.

## **19. NO WAIVER**

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

## **20. GOVERNING LAW**

- 20.1. The construction, validity and performance of these T&C, 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.

## **21. COMPLAINTS AND DISPUTES**

- 21.1. Any complaint the Client sent will be considered and settled in accordance with complaint resolution procedures established by the Company.
- 21.2. A complaint sent shall contain a detailed description of circumstances and reference to the documents which are the basis for the complaint. The Client shall submit any complaint the Client may have 3 months after the Client becomes aware that the Client's rights have been violated.
- 21.3. The Company investigates such complaints regarding the Company Service and T&C no later than within 15 Business Days from the receipt of the complaint. The Company provides the Client with the response to the Client's complaint in writing or another durable medium, e.g. email.
- 21.4. In exceptional cases where the Company's response cannot be given within the time set in clause 21.3 due to reasons beyond the Company's control, the Company has the right to provide the Client with an interim (i.e. not final) response, by clearly stating the reasons for the delay of the final response and the term by which the Client will receive a final reply. In any case the final response must be provided within 35 Business Day from the receipt of the Client's complaint. The Client's complaint is investigated free of charge.
- 21.5. In case the Company's response to the Client's, who is not a consumer, complaint does not satisfy the Client, or in case such response was not given within the time frames set in clauses 21.3 and 21.4 of the T&C, or the Client believes that the Company has infringed Client's rights or legitimate interest with respect

to financial services provided by the Company, the Client has the right to bring claim to the court of the Republic of Lithuania.

- 21.6. Where the Client, who is a consumer, is not satisfied with the Company's answer or does not receive the answer within the time frames specified in clauses 21.3 and 21.4 of the T&C, he/she has the right to bring the claim to the court of the Republic of Lithuania or, within 1 year from the day of applying to the Company, to submit a request to the out-of-court dispute settlement institution – Bank of Lithuania (website: [www.lb.lt](http://www.lb.lt)). The complaint to the Bank of Lithuania may be submitted by following:
- 21.6.1. via the electronic dispute settlement facility e-government gateway;
  - 21.6.2. by sending complaint to the Bank of Lithuania, Totorių g. 4, LT-01121 Vilnius, Lithuania or by e-mail [prieziura@lb.lt](mailto:prieziura@lb.lt).
- 21.7. Examination of the complaint at the Bank of Lithuania is free of charge. You can find more information on their website.
- 21.8. Client can also apply for an alternative dispute resolution through the Online Dispute Resolution platform (website: <https://ec.europa.eu/consumers/odr>).
- 21.9. The Client has also the right to submit a request or a complaint to the Bank of Lithuania. Information and procedure for submitting a request or a complaint is provided on the website of the Bank of Lithuania (<https://www.lb.lt/lt/kontaktai#group-464>). Requests or complaints can be filed in writing or via e-mail and submitted to these addresses: Totorių str. 4, Vilnius, Lithuania; [info@lb.lt](mailto:info@lb.lt); and, Žalgirio str. 90, Vilnius, Lithuania; [prieziura@lb.lt](mailto:prieziura@lb.lt).
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