

ConnectPay

VISA Payment Card Terms & Conditions

Version 1.3

Effective as of 6 June 2023*

*For current clients this document will be applied in 60 calendar days counting from 6 June 2023

GENERAL PART

1. DEFINITIONS

For the purpose of these Visa Payment Card Terms & Conditions (hereinafter – the Terms and Conditions), the following capitalized terms have the following meaning:

- 1.1. **“Card Issuer” or “Wallester”** means Wallester AS, code: 11812882, registered address: F.R. Kreutzwaldi tn 4, 10120 Tallinn, Estonia, tel.: +372 6 720101, e-mail: info@wallester.com, website: www.wallester.com; information about the Card Issuer is accumulated and stored in the Commercial Register of Estonia; Card Issuer is engaged in the provision of financial services, it holds a payment institution licence No. 4.1-1/224, which was granted on 18 December 2017 by the Estonian Financial Supervision and Resolution Authority (address: Sakala 4, 15030 Tallinn, Estonia, tel.: +372 6 680500, e-mail: info@fi.ee, website: www.fi.ee). The Card Issuer has the right to provide services in Lithuania without the establishment of a branch.
- 1.2. **“ConnectPay”** means UAB ConnectPay, code: 304696889, registered address: Algirdo St. 38, LT-03218 Vilnius, Lithuania, tel.: +370 6 6644600, e-mail: info@connectpay.com, website: www.connectpay.com; information about ConnectPay is accumulated and stored in the Register of Legal Entities of Lithuania; ConnectPay is engaged in the provision of financial services, it holds an electronic money institution licence No. 24, which was granted on 16 January 2018 by the Bank of Lithuania (address: Gedimino Ave. 6, LT-01103 Vilnius, Lithuania, tel.: +370 5 2680029, e-mail: info@lb.lt, website: www.lb.lt). ConnectPay is a partner of the Card Issuer and is authorised to conclude this Agreement on behalf of the Card Issuer as its representative and assist the Client in respect of the provision of services pursuant to the Agreement. For the avoidance of doubt, ConnectPay does not act as an intermediary, agent or distributor of the Card Issuer.
- 1.3. **“Account”** means the Client’s payment account held at ConnectPay, tied to the Card specified in the Online Banking and governed by the Payment Service Agreement.
- 1.4. **“Agreement”** means the agreement concluded between the Card Issuer, represented by ConnectPay, and the Client regarding Card issuing, and consisting of the Application, these Terms and Conditions, and other documents specified in the Application and the Terms and Conditions. This Agreement in terms of Account, Online Banking and payment services provided by ConnectPay shall be considered as concluded with ConnectPay as independent contractor as well.
- 1.5. **“Application”** means an application submitted by the Client and the Cardholder to ConnectPay (or third party authorised by ConnectPay) in order to receive the Card.
- 1.6. **“Authentication”** means a procedure that makes it possible to identify the Cardholder and/or establish the validity of the payment instruments issued to the Cardholder.
- 1.7. **“Authorisation”** means the performance of such actions (e.g., use of the Means of Authentication in order to initiate Operation with ConnectPay) by which the Cardholder confirms his will to initiate certain operations.
- 1.8. **“Available Funds”** means the amount of funds available in the balance for Operations.
- 1.9. **“Business Client”** means Client either a natural (private) or legal person who is not a Consumer.

- 1.10. **“Client”** means a Business Client or a Consumer who concluded the Agreement and who at the same time holds an Account at ConnectPay, to which the Card is tied. The Client may designate a Cardholder and authorise him / her to use the money in the Account and to execute Operations up to the limits specified in the Online Banking (if applicable).
- 1.11. **“Card”** means a payment instrument that uses the Visa network and is branded by Visa, which is owned by Card Issuer and issued by Card Issuer in co-operation with ConnectPay, is tied to the Account and which the Cardholder may use to initiate Operations. The Card can be a Chip&Pin Card or a Virtual Card;
- 1.12. **“Card Data”** means the name of the Cardholder, the number, validity period, and security feature (e.g., CVV code) of the Card.
- 1.13. **“Cardholder”** means a natural person corresponding to the ConnectPay’s and Card Issuer’s requirements and to whom the Card is issued at the Client’s request. For the avoidance of doubt, if the Client is a natural person to whom the Card is issued directly, the terms “Cardholder” and “Consumer” have the same meaning.
- 1.14. **“Chip&Pin Card”** means a physical Card with an electronic chip, requiring a PIN-code as an authorization mean and has a Near Field Communication function. A Chip&Pin Card can be made of plastic, veneer, metal or any other suitable material;
- 1.15. **“Consumer”** means a natural person who acts for purposes other than his business, trade or profession.
- 1.16. **“Digital Wallet”** means a service provided by another company (e.g. Apple Pay, Android Pay, Samsung Pay, etc.) that allows to use the Card to complete transactions where the Digital Wallet is accepted;
- 1.17. **“Imperative Norms”** means legal provisions contained in legislation that cannot be derogated from by agreement in favour of Wallester;
- 1.18. **“Legislation”** means mandatory legislation applicable to services provided pursuant to the Agreement.
- 1.19. **“Means of Authentication”** means information, object, attribute, or other means that enable the Cardholder to Authenticate himself, prove the validity of the Card, or authorise certain operations, for example, a one-time authentication code, a reusable PIN code (personal identification number) or CVV code.
- 1.20. **“Near Field Communication (NFC)”** means technology which can be used for contactless exchange of data over short distances;
- 1.21. **“Online Banking”** means a software solution operated by ConnectPay (or third party engaged by ConnectPay) and enabling the Client or Cardholder to be identified by ConnectPay when the Client or the Card Holder uses services of ConnectPay.
- 1.22. **“Operation”** means an act of using the Card in a Terminal to initiate a payment transaction (payment for goods and services, transferring or withdrawing funds) in the Account and/or to check the Account balance and/or to make other operations related to the Card. For the avoidance of doubt, payment transactions from the Account are executed by ConnectPay with Card being an instrument to initiate the payment transaction.

- 1.23. **"Payment Card Terms and Conditions"** means this document, which stipulates the rights and obligations of Wallester, the Client and/or Cardholder in the provision of services by Wallester to the Client;
- 1.24. **"Payment Service Agreement"** means the agreement concluded between ConnectPay and the Client regulating the provision of payment services as defined in ConnectPay payment services terms and conditions published on the website of ConnectPay <https://connectpay.com/legal-documents/>.
- 1.25. **"Strong Authentication"** means authentication based on at least two elements that fall into the following categories: knowledge (something known only to the Cardholder), possession (something that only the Cardholder is in possession of), or attribute (something that is specific to the Cardholder), which are independent of each other so that a breach of one of them would not compromise the credibility of the other, and the structure of which allows to protect the confidentiality of the authentication data.
- 1.26. **"Terminal"** means an ATM, point-of-sales terminal, payment terminal, or any other system (incl. Internet environment) through which the Cardholder can perform Operations.
- 1.27. **"Usage limit"** means the type, maximum amount, periodicity, and/or number of Operations allowed to be initiated with the Card. Usage limits are specified in the Online Banking hereto and may be amended any time on the Online Banking by the Client.
- 1.28. **"Virtual Card"** means a Card that consists of digital Card Data, is accessible online and has no physical body;
- 1.29. **"Visa"** means International Card Organisation Visa Europe Ltd.

2. SUBJECT MATTER OF THE CARD TERMS & CONDITIONS

- 2.1. The Visa Payment Card Terms & Conditions are an integral part of the Agreement and govern relations between the Client and Card Issuer (and ConnectPay in terms of Account, Online Banking and payment services provided by ConnectPay) regarding issuing and usage of the Card and Means of Authentication.

3. CONCLUDING OF THE AGREEMENT

- 3.1. The Agreement is concluded via Online Banking or via other means supported by ConnectPay. To conclude the Agreement and to receive the Card, the Client must submit the Application on Online Banking. ConnectPay at the Client's request may allow the Client to submit the Application in paper form.
- 3.2. The Client must acquaint the Cardholder with the conditions of the Agreement and must procure that the Cardholder adheres to the conditions thereof. The Visa Payment Card Terms & Conditions are binding to the Cardholder, if he / she is a different person from the Client from the moment of Card issuance by the Card Issuer.
- 3.3. Upon conclusion of the Agreement, the terms of the Agreement shall be provided to the Client in accordance with the procedure set out in Clause 13.2 of the Agreement. The Client may at any time access the terms and conditions of the Agreement via Online Banking or any other agreed method.

4. ISSUANCE AND USE OF THE CARD

- 4.1. After acceptance of the Application, the Card Issuer shall issue the Card which will bear the brand of ConnectPay. A debit card shall be issued to the Client, i.e. the full amount of each payment initiated with the Card from the Account shall be debited from the Account immediately.
- 4.2. At the request of the Client, the Card Issuer may issue multiple Cards and ConnectPay may tie them to the Account. The total number of issued Cards tied to one Account is determined solely by the Card Issuer.
- 4.3. Only the Cardholder has the right to initiate Operations with the Card.
- 4.4. Upon issuance of the Card, the Cardholder shall be provided with personal Means of Authentication, which shall be deemed to be the Cardholder's signature in initiating the Operations (i.e. Client's consent).
- 4.5. At the Client's request, the Card Issuer or ConnectPay has the right to send the physical Card and the Means of Authentication (only Card and PIN code) by post to the address notified to ConnectPay by the Client. Other Means of Authentication will be presented to the Client and/or Cardholder on the Online Banking. Upon receipt of the physical Card, the Cardholder is obliged to make sure that the envelope with the Card and its Means of Authentication have not been opened or damaged. The physical Card is activated either on Online Banking or in another manner agreed with the Client.
- 4.6. The usage of Card following terms provided in this Agreement shall also mean a consent to ConnectPay to execute a payment transaction from the Account as per Payment Service Agreement.
- 4.7. The Cardholder may start initiating Operations once the Card has been activated. The Card is activated either in the self-service environment on the ConnectPay's website or through ConnectPay's mobile application.
- 4.8. The Cardholder has the right to initiate Operations within the Usage limits stipulated and only in Terminals marked with the Visa logo.
- 4.9. When using the Card, the Cardholder must use Strong Authentication, except for Operations when the Card Issuer does not require using Strong Authentication or when the Card is used to perform Operations via a Near Field Communication device within the Usage limit.
- 4.10. If there is not enough Available Funds available to perform an Operation with the Card, some merchants will not allow the combined use of the Card with other payment methods.
- 4.11. If the Cardholder has given his consent to initiate the Operation, the Cardholder shall not have the right to be refunded for the payment transaction, unless the payee agrees to refund the amount paid or the Cardholder is entitled to the refund in accordance with applicable Visa rules, which are available to the Client on Visa's website: <https://www.visa.lt/support/consumer/visa-rules.html>. The consent to perform the Operation is deemed to be received by the Card Issuer and ConnectPay at the moment when payment data is submitted to Visa. The maximum time for execution of the Operation is 24 hours.
- 4.12. At the request of the person servicing the Card, the Cardholder is obliged to present an identity document and agree to the recording of the document particulars.

- 4.13. The Operations may be carried out only by the Cardholder personally. The Card Issuer and ConnectPay assume that all the Operations have been carried out by the Cardholder, until proven otherwise or until the Cardholder has informed ConnectPay in accordance with Clause 5.4 of the Agreement.
- 4.14. The Client accepts that all Operations initiated by the Cardholder and/or by using the Means of Authentication of the Card or by entering the required particulars in the Terminal, the Internet environment and/or by touching a Near Field Communication device in a place of sale, service or similar activities are valid to the Card Issuer and ConnectPay and shall be executed by the Card Issuer and ConnectPay immediately. Such Operations are valid and irrevocable from the moment of Authorization.
- 4.15. Payment transactions initiated using the Card shall be executed in the Account in accordance with the Payment Service Agreement and this Agreement.
- 4.16. The Card Issuer or ConnectPay has the right to refuse to execute, cancel or suspend the Operation initiated by the Cardholder if:
- 4.16.1. The Card is invalid or closed or the use of the Card is blocked;
 - 4.16.2. The Account is terminated, suspended, or restricted in any form by ConnectPay or a third party;
 - 4.16.3. The Operation amount and/or limit (including the Operation fees and expenses) exceeds the available amount and/or limit stipulated in the Agreement;
 - 4.16.4. Wallester's believes that the Operation may violate the law or the terms of this Agreement / Payment Card Terms and Conditions;
 - 4.16.5. the Card is being used on illegal websites or with payment processors supporting illegal websites, or to purchase illegal goods or services;
 - 4.16.6. On any other basis arising from the Agreement or the Legislation or actual or suspected fraud or other illegal activity.
- 4.17. The Card Issuer or ConnectPay has the right to block the use of the Card until the circumstances have been verified if:
- 4.17.1. The Card Issuer has learned about a circumstance on the basis of which it can be reasonably concluded that the Card is available and/or its Means of Authentication are known to a person who does not have the right and/or authorised to use the Card;
 - 4.17.2. The Account is possibly terminated, suspended, or restricted in any form by ConnectPay or a third party;
 - 4.17.3. The use of the Card may be associated with fraud or other illegal activity;
 - 4.17.4. The Client or the Cardholder does not perform the obligations set out in the Agreement;
 - 4.17.5. The Cardholder has not used the Card for at least three (3) consecutive months;
 - 4.17.6. There are other grounds for blocking proceeding from the Agreement and/or Legislation.
- 4.18. If the basis for blocking the Card does not cease to exist or there exists any other basis for closing the Card as specified in the Agreement, the Card Issuer has the right to close the Card.
- 4.19. The Client and/or the Cardholder has the right to request that the Card be blocked and/or closed at any time.
- 4.20. A blocked, closed, or invalid Card may not be used.

- 4.21. Unless otherwise provided by the Imperative Norms, the Card Issuer and ConnectPay shall not be liable for any damage caused to the Client and/or the Cardholder or any other third party by Card Issuer's or ConnectPay's blocking the use of the Card or closing the Card in accordance with the Agreement or this Payment Card Terms and Conditions. This shall also be the case if the Card Issuer or ConnectPay blocks the use of the Card in good faith based on incorrect information.
- 4.22. The Card Issuer and ConnectPay have the right to bring in third parties for executing Operations or any other related services.
- 4.23. The Card Issuer and ConnectPay has the right to determine the Card limits and the minimum and maximum amount of a one-off Operation.
- 4.24. The Cardholder shall inform ConnectPay and/or the Card Issuer of any malfunctions or disturbances that prevent carrying out the Operation.
- 4.25. Wallester has the right to assume that all the Operations with the Card have been carried out by the Cardholder in accordance with the Cardholder's will, until proven otherwise or until the Cardholder has informed Wallester in accordance with Clause 5.
- 4.26. When using the Card, the fees related to the Operations are also taken into account, including the fee for requesting a limit query and/or viewing the Operation statement via ATM, as well as the additional fees and conversion fees calculated by Visa, etc.
- 4.27. Client undertakes to:
- 4.27.1. familiarize the Cardholder with all the terms and conditions provided in this Agreement;
 - 4.27.2. Hold a sufficient amount in the Account to settle service fees and payments initiated with the Card.
 - 4.27.3. Upon change to any data submitted by the Client and the Cardholder to the Card issuer (the name, registration address, registration data; or other information provided to ConnectPay or the Card Issuer earlier), to immediately notify the Card issuer hereof, but not later than within five (5) working days and provide supporting documents.
 - 4.27.4. The Client and the Cardholder undertake to block the Card immediately if the Cardholder or the Client becomes aware that the Card was stolen, lost, destroyed, someone else has learned the PIN code, etc. The Client may block the Card via Online Banking or by calling the customer service numbers listed on the ConnectPay website: www.connectpay.com/support.

5. SECURITY REQUIREMENTS FOR USING THE CARD

- 5.1. The Client must procure that the Cardholder shall:
- 5.1.1. Before using the Card activate the Card on the Online Banking or other channels as may be provided by ConnectPay. The Cardholder does not activate the Card until it is physically received. Any potential damages due to premature activation of the Card shall be assumed by the Client;
 - 5.1.2. upon receipt of the Card, to sign it;

- 5.1.3. Use the Card in accordance with the Agreement and make every effort to protect the Chip&Pin Card from mechanical damage, high temperature, electromagnetic exposure, copying, modification, alteration, etc.;
 - 5.1.4. not to disclose the Chip&Pin Card or the Card Data or the Means of Authentication to any third party (third parties), except to the person accepting the payment for the duration of the Operation;
 - 5.1.5. Do not store the Card Data on any other data storage;
 - 5.1.6. to use the Card only in Terminals marked with the Visa logo or in internet environments (website/apps) supported by Visa and to follow the instructions of the Terminal or the Internet environment when performing Operations. The instructions written on the Terminal shall be deemed to be correct and given by the Terminal. Wallester shall not be liable for any damage caused by a breach of this Clause of this Agreement / Payment Card Terms and Conditions;
 - 5.1.7. Not use the Card for illegal purposes and in manner, including the purchase of goods and services that are prohibited by applicable law, including the purchase of prohibited goods and services;
 - 5.1.8. not to store the Card Data or the Means of Authentication on a data carrier;
 - 5.1.9. Immediately report any errors or disruptions hindering the performance of Operations;
 - 5.1.10. to beware of fraud. Wallester will never ask the Client or the Cardholder to provide Wallester with the Card Data or the Means of Authentication by email or phone. Therefore, do not provide anyone with any information about the Card Data or the Means of Authentication if such request is purportedly made on behalf of Wallester;
 - 5.1.11. Perform other obligations arising from the Agreement or the Legislation.
 - 5.1.12. Use the Card only for the purpose of Business Client's activities, if the Card was issued at the request of the Business Client.
- 5.2. In order to ensure the security of Operations, the Client must procure that the Cardholder periodically changes the Means of Authentication of the Card if the respective procedures and periods have been established by the Card Issuer or ConnectPay.
- 5.3. The Client must procure that the Cardholder ensures that no person who does not have the right to use the Card comes into possession of the Card and/or its Means of Authentication. The Client must ensure that the Cardholder makes every effort to keep the Card and/or its Means of Authentication secure, including memorising the Means of Authentication, not recording the Means of Authentication on any data carrier, and keeping the Means of Authentication with care preventing their use by third parties (including destroying the document containing the Means of Authentication promptly once they have been memorised).
- 5.4. If the Card is unauthorised or misused, or if the Card and/or its Means of Authentication have been lost or stolen or have or may have become known to a third party who is not entitled to use them, the Cardholder must promptly report the incident using the Online Banking or phone number shown on ConnectPay's website www.connectpay.com/support or using means of communication indicated in the terms of service of the third party engaged by ConnectPay (where applicable).

- 5.5. Upon receipt of the information specified in Clause 5.4 of this Agreement, Card Issuer shall make every effort to stop further use of the Card (incl. close the Card).
- 5.6. Card Issuer, ConnectPay and/or another person servicing the Card has the right to refuse to execute the Operation and/or withhold the Card if the Card and/or its Means of Authentication have been used incorrectly or if Card Issuer and/or the person servicing the Card has doubts about the Cardholder's identity or Operation authorization.
- 5.7. Wallester shall follow PCI DSS 3.2 requirements and follow the procedures for securing and monitoring access of Cardholder data.

6. USAGE LIMITS

- 6.1. The Client may set limits for the Operations using Online Banking. By setting the limits the Client may not exceed the standard Usage limits set by the Card Issuer and/ or ConnectPay. If the Operation exceeds the Operation limits set by the Card Issuer, ConnectPay and/or the Client, the Card Issuer and ConnectPay shall not execute the Operation. The Client and the Cardholder can get acquainted with the standard Operation limits in Online Banking. The Client is obliged to inform the Cardholder about the set Usage Limits.
- 6.2. The Card Issuer and ConnectPay have the right to refuse the Client to set or change the Usage limits.
- 6.3. The Card Issuer and ConnectPay has the right to unilaterally set and change the standard Usage limits by notifying the Client, as provided in Section 12 of this Agreement.

7. CONNECTPAY'S AND CARD ISSUER'S RIGHTS IN PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

- 7.1. In preventing money laundering and terrorist financing, Card Issuer and ConnectPay have the following rights:
 - 7.1.1. to request additional information about the Client and/or the Cardholder, their representatives, owners and ultimate beneficial owners and the Client's business activities, incl. data on the origin of the wealth of the Client and their beneficial owners, on their contractual partners, turnover, the share of cash and non-cash transactions, frequency of transactions, etc.;
 - 7.1.2. To exchange with each other information and documents collected about the identity of the Client and Cardholder and other information and documents that are required by the Card Issuer or ConnectPay to fulfil their duties for the prevention of money laundering and terrorist financing.
 - 7.1.3. To regularly verify the information on identification of the Client and/or the Cardholder and to request the Client and/or the Cardholder to submit additional documents;
 - 7.1.4. To identify the Client, the Cardholder and/or the beneficial owner at any time chosen by Card Issuer or ConnectPay, including when Card Issuer or ConnectPay has doubts regarding the accuracy of the information received during the initial identification;

- 7.1.5. To impose temporary or permanent restrictions on Operations;
 - 7.1.6. To request documents and information concerning the activities of the Client and/or Cardholder, including information on the purpose and nature of the transaction, and the origin of the Client's assets;
 - 7.1.7. To request from the Client information and documents about the Operation, including information or documents concerning the counterparty of the transaction, the beneficial owner, or other persons involved in the transaction;
 - 7.1.8. To request the Client and/or the Cardholder to provide any other information and perform any other acts which Card Issuer deems necessary for the implementation of its anti-money laundering and counter-terrorist financing measures.
- 7.2. Card Issuer and ConnectPay has the right to refuse to execute Operations if the Client and/or the Cardholder do not comply with the requirements preventing money laundering and terrorist financing.

8. INFORMATION ON OPERATIONS PERFORMED, REIMBURSEMENT OF OPERATIONS AMOUNTS, SUBMISSION OF COMPLAINTS AND DISPUTE RESOLUTION

- 8.1. Where necessary, Wallester shall provide the Client, through the ConnectPay, with a statement of the Cardholder's operations and related expenses in the self-service environment on the ConnectPay's website or the channels of the third party engaged by ConnectPay (where applicable). The Client may review Operations in the Account on the Online Banking.
- 8.2. The Client or the Cardholder is obliged to immediately check the accuracy of the Operations performed. The Card Issuer shall return the debited funds from the Account to the Client only if the Client notifies ConnectPay or the Card Issuer promptly after becoming aware of the unauthorised or incorrectly executed Operation, but no later than 90 days after the Operation was executed, if the Client is a Business Client, or no later than 13 (thirteen) months after the Operation has been executed if the Client is a Consumer. Notices shall be given via Online Banking and dealt in English language or Lithuanian language.
- 8.3. The Client, other than a Business Client, shall be entitled to recover from the Card Issuer the full amount of an authorized Operation initiated and executed by or through the payee, provided that both of the following conditions are met:
- 8.3.1. the exact amount of the Operation was not specified during authorization of the Operation;
 - 8.3.2. the amount of the payment operation is higher than the amount the Client could reasonably have expected, taking into account previous expenditure, the terms of the agreement and other circumstances, except for circumstances relating to currency exchange where the exchange rate was applied to the Operation.

The right to recover the amount of the Operation set out in this clause is not applicable to the Business Client.

- 8.4. If the Client believes that the Card Issuer has violated his/her rights or legally protected interests, he/she may contact ConnectPay or the Card Issuer in writing via Online Banking, stating his/her claim and the circumstances of the dispute. The Card Issuer shall consider and respond to the Client's request within a maximum of 15 (fifteen) business days. The Card Issuer reserves the right to respond to the Client's complaint within a maximum of 35 (thirty-five) business days, after having provided the Client with a provisional response, clearly stating the reasons for the delay in responding to the complaint and to set the deadline for providing a final response to the Client.
- 8.5. If the Client, who is a Consumer, considers that the Card Issuer has violated his/her rights set out in this Agreement or in the Legislation, the Client shall have the right to apply to the consumer disputes institution – Consumer Protection and Technical Regulatory Authority of the Republic of Estonia. Website: <https://www.ttja.ee/tarbijavidluste-komisjon>.
- 8.6. The Client hereby agrees that all contractual relations arising from the Agreement, Payment Card Terms and Conditions, or in connection with the Card Issuer shall be governed by the laws of the Republic of Estonia. The Client further agrees that any disputes arising from such contractual relations shall be settled by the Estonian court in accordance with the place of registration of the Card Issuer, unless otherwise provided by the Legislation. The Client, who is considered to be a Consumer, is entitled to protect his/ her interests by the means and in the manner prescribed by the legislation of the country of his / her habitual residence, provided that: (1) this Agreement was entered into in the country of his / her habitual residence on the basis of a special offer or promotion; (2) the Consumer was inducted by ConnectPay or the Card Issuer to travel to a foreign country in order to enter into this Agreement.

9. LIABILITY

- 9.1. The Card Issuer and the Client shall be liable for breaching their obligations in accordance with the provisions of this Agreement and legal enactments. Wallester shall not be liable for failure to perform Operations:
- 9.1.1. If there are insufficient Available Funds to carry out the Operation;
 - 9.1.2. If there are not enough cash in the ATM where the Operation is performed;
 - 9.1.3. If the Terminal where the Operation was performed did not work properly;
 - 9.1.4. If circumstances beyond Wallester's control (e.g fire, flood, national emergency, computer or communication failure) prevent Operation from being performed;
 - 9.1.5. If a merchant refuses to accept the Card;
 - 9.1.6. If the Card has been blocked after the Client or the Cardholder has reported the loss or theft of the Card or the Card Data;
 - 9.1.7. If Available Funds are subject of legal proceedings or any other encumbrance restricts their use;
 - 9.1.8. If Wallester has reason to believe that the Operation is unauthorised;

- 9.1.9. There are other reasons arising from this Agreement / Payment Card Terms and Conditions or Legislation.
- 9.2. If an unauthorised payment has been made by using the lost or stolen and/or misappropriated Card and/ or Card Data and/or the Means of Authentication, or if the Card and/or the Means of Authentication have been used in any other unlawful manner, and if the Cardholder has not properly stored the Card and/or Means of Authentications, and if there are no legal circumstances excluding liability, the Client and the Cardholder shall be liable for any damage caused until the acceptable notification to Card Issuer and ConnectPay, but not exceeding the amount of 50 euros as set in Clause 5.4 of this Agreement. This amount limit shall not apply if the unauthorised payment is due to fraud on the part of the Client or the Cardholder, or if the Client or the Cardholder has intentionally or grossly negligently breached the following:
- 9.2.1. the obligation to use the Card and/or the Means of Authentication in accordance with this Payment Card Terms and Conditions on its issuance and use, including the obligation to make every effort to protect the Card and/or the Means of Authentication enabling its use from the moment of receipt of the Card and/or the Means of Authentication;
- 9.2.2. the obligation to report the loss, theft and unauthorized or improper use of the Card and/or the Means of Authentication immediately after becoming aware of the relevant incident;
- 9.2.3. one or more conditions for issuing or using the Card and/or the Means of Authentication.
- 9.3. The Client, who is deemed to be a Consumer, shall be liable for damage up to EUR 50 incurred as a result of unauthorised Operations, where such losses are caused by the use of a lost or stolen Card and/or the unauthorised misappropriation of the Card. This limit does not apply if the Consumer has incurred the loss by acting in bad faith, intentionally or with gross negligence, nor if the Consumer has acted in breach of the Agreement and/or has failed to report the loss of the Card, as provided in Clause 5.4 of this Agreement.
- 9.4. The Card Issuer and ConnectPay shall not be liable for third parties involved in the processing of Operations, for goods and services paid with the Card or if the Card is refused to be accepted by third parties.
- 9.5. ConnectPay shall not be liable to the Client and/or the Cardholder for the performance of the Card Issuer's obligations under this Agreement.
- 9.6. ConnectPay shall be solely liable to the Client and the Cardholder for the performance of the ConnectPay's obligations. Wallester shall in no case be liable for the ConnectPay if the ConnectPay fails to fulfil its contractual obligations.

10. VALIDITY OF THE CARD AND ISSUE OF A NEW CARD

- 10.1. The Card is valid until the last day (inclusive) of the calendar month specified on the Card.

- 10.2. If the Account is terminated or closed the Card expires from the moment of Account termination or closure.
- 10.3. Upon expiry of the validity of the Card, the Card Issuer has the right to issue a new Chip&Pin Card (replacement card). The Card Issuer and/or ConnectPay shall inform the Cardholder of the time and/or manner of receiving the new Chip&Pin Card.
- 10.4. The Card Issuer or ConnectPay may refuse to issue a new Card upon expiry of the validity of the Card or when the Cardholder applies for a new Card (replacement card) if the Client and/or the Cardholder has breached any obligation or condition for using the Card arising from this Agreement or any other agreement concluded with ConnectPay, or if the Cardholder no longer meets the requirements set by the Card Issuer or ConnectPay.
- 10.5. If the Client and/or the Cardholder does not want a new Card, the Client and/or the Cardholder shall, through Online Banking, inform Card Issuer thereof in writing or in any other manner accepted by the Card Issuer at least 45 (forty-five) days before the last day of the month marked on the Card. If the Client fails to notify the Card Issuer about the cancellation of the new Card within the set time limit, the Client must pay the Card production fee as set out in the price list and reimburse the postal costs as a result of Card's sending.
- 10.6. If the Cardholder or Client does not accept the Card and/or the Card is not activated within three (3) months from the date of preparation of the Card, the Card Issuer or ConnectPay has the right to close and destroy the Card without refunding any service charges.
- 10.7. The Cardholder undertakes not to use the Card that is invalid, closed, or otherwise unfit for use and shall physically destroy such Card within three (3) days after it was closed or became invalid or unfit for use.

11. DIGITAL WALLET

- 11.1. An alternative way to use the Card may be the Digital Wallet service. Use of the Digital Wallet is subject to additional terms and conditions and is provided at the sole discretion of Wallester. The Digital Wallet may not be accepted at all locations where the Card is otherwise accepted. The Cardholder may add or remove a Card from the Digital Wallet in accordance with the Digital Wallet provider's instructions.
- 11.2. Wallester will not charge the Client any additional fees for adding the Card to the Digital Wallet or using the Card in the Digital Wallet. The Digital Wallet provider may charge additional fees for the use of the Digital Wallet.
- 11.3. Wallester is not a Digital Wallet provider and is not responsible for the provision of the Digital Wallet service or for any failure of the Digital Wallet or inability to use the Digital Wallet for any transaction. Wallester is only responsible for providing secure information to the Digital Wallet provider to enable the use of the Card in the Digital Wallet as requested by the Client.
- 11.4. The Cardholder is responsible for protecting their mobile device, passwords and other information required to make Operations using the Digital Wallet and is responsible for all

transactions made through their mobile device, whether the credentials used are those of the Cardholders or another person.

- 11.5. In the event of any questions, disputes or complaints in connection with the Digital Wallet, the Client should contact the Digital Wallet provider.

12. FEES

- 12.1. The Client shall pay fees for the issuance of the Card (including administration and/or postal and/or renewal and/or replacement fees) and the Operations, in particular, but not limited to, the fee for requesting a limit query and/or viewing a statement of Operations via an ATM, as well as additional fees and conversion fees calculated by Visa. Claims for Operations outside the euro area will be received by Card Issuer from Visa in euros or converted into euros using the exchange rate of the euro and the corresponding currency applied by Visa on the day of the transaction processing (clearing). The exchange rate used by Visa is presented on Visa's website: <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html>.
- 12.2. The fees, including fees for currency conversion, are specified in the price list which is an integral part of the Agreement. The standard price list, which applies to all Clients, is available on ConnectPay's website: www.connectpay.com. Non-standard fees may be charged to the Client by agreement between the parties.
- 12.3. Unless otherwise provided in the Agreement, all fees payable under this Agreement shall be debited from the Account by ConnectPay. In case there are insufficient funds in the Account, ConnectPay may debit all fees payable under this Agreement from other accounts of the Client held with ConnectPay.
- 12.4. Blocking of the Card shall not be considered as termination of the Agreement and shall not terminate the calculation of fees for the services provided by the Card Issuer under this Agreement and shall not lift the Client's obligation to pay such fees.

13. ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

- 13.1. The Agreement shall come into force and become perpetual after (i) the Cardholder submits an Application for the Card via Online Banking or any other agreed method, and (ii) the Card Issuer accepts the Application.
- 13.2. Wallester/Card Issuer has the right to unilaterally amend the Agreement / Payment Card Terms and Conditions. The content of the changes will be communicated to the Client by the ConnectPay by giving the Client at least 2 months' notice thereof. Within these 2 months, the Client has the right to terminate the Agreement / Payment Card Terms and Conditions with immediate effect and free of charge provided that all the obligations arising from the Agreement and the Payment Card Terms and Conditions have been fulfilled. If the Client has

- not terminated the Payment Card Terms and Conditions within the period specified above, he shall be deemed to have accepted the amendments.
- 13.3. Notifications of amendments to the Agreement on behalf of the Card Issuer will be presented by ConnectPay via Online Banking.
- 13.4. The Client has the right to terminate this Agreement by giving ConnectPay at least 30 (thirty) days' notice thereof, provided that all the obligations arising from the Agreement have been fulfilled.
- 13.5. The Card Issuer has the right to terminate the Agreement by giving the Business Client at least 30 (thirty) days' notice ordinary notice thereof and for the Client who is deemed to be a Consumer, at least 60 (sixty) days in advance.
- 13.6. Card Issuer has the right to terminate the Agreement with the Client as an extraordinary remedy without giving advance notice if:
- 13.6.1. The risks associated with the Client are beyond Wallester's risk appetite;
 - 13.6.2. The circumstances stipulated in Clause 4.17 have been verified;
 - 13.6.3. The Client and/or the Cardholder has provided false information to Card Issuer and/or ConnectPay when applying for the Card or has failed to provide information known to the Client and/or the Cardholder affecting the performance of the Agreement;
 - 13.6.4. The Client has failed to fulfil his payment obligation owed to Card Issuer within an additional term of 14 (fourteen) days given to the Business Client;
 - 13.6.5. The Card issued hereunder has been closed and/or blocked for at least three (3) consecutive months;
 - 13.6.6. The Card expires and the Cardholder does not accept the new Card from the Card Issuer within the period stipulated in Clause 10.6 (incl. does not activate the new Card);
 - 13.6.7. The Card has not been used for Operations for six (6) consecutive months.
- 13.7. In addition to the cases stipulated in the Agreement, the Card Issuer has the right to terminate the Agreement with the Business Client without giving advance notice on other statutory grounds prescribed in the Legislation.
- 13.8. The termination of the Agreement shall not affect the collectability or satisfaction of financial claims arising prior to the termination of the Agreement.
- 13.9. The termination of the Payment Card Terms and Conditions shall not affect the validity of the Agreement concluded between ConnectPay and Client and the collectability or satisfaction of financial claims arising prior to the termination of the Payment Card Terms and Conditions.
- 13.10. Termination of the Agreement concluded between ConnectPay and the Client shall result in immediate termination of the Payment Card Terms and Conditions and blocking of the Card.

14. COMMUNICATION BETWEEN CARD ISSUER AND CLIENT

- 14.1. Unless otherwise provided in the Agreement, all notices and information provided in the Agreement or in connection therewith shall be given by the Client to the Card Issuer via Online Banking in Lithuanian or English languages.
- 14.2. Unless otherwise provided in the Agreement, the Card Issuer shall provide all notices and information provided in the Agreement or in connection therewith to the Client via Online Banking in Lithuanian language. In addition, the Card Issuer shall inform the Client by e-mail (if the Client has provided an e-mail address in Online Banking) of the notice given to the Client in Online Banking. At the Client's request, the Card Issuer may also provide notifications and information in English language. ConnectPay is entitled to provide notices and information to the Client on behalf of the Card Issuer.
- 14.3. The Client must notify ConnectPay of any change of e-mail address via Online Banking.

15. FINAL PROVISIONS

- 15.1. The Card Issuer and the Client undertake not to disclose any information concerning the conclusion or performance of this Agreement to third parties, except where it is necessary for the circumstances of processing the Card or Operations, or where it has been agreed so herein. The Card Issuer and ConnectPay have the right to exchange any information between them regarding the Agreement, Operations, the Card, the Client, and/or the Cardholder and process relevant data in order to provide the service to the Client and/or the Cardholder hereunder.
- 15.2. The Card Issuer and ConnectPay have the right to disclose information about Operations, the Card, the Client, and/or the Cardholder to third parties whose right to receive information arises from legal enactments and/or Card Issuer's principles of processing client data, as provided on the Card Issuer's website: <https://wallester.com/privacy>.
- 15.3. Supervision over Card Issuer's activities shall be carried out by the Estonian Financial Supervision and Resolution Authority (address: Sakala 4, 15030 Tallinn, Estonia, tel.: +372 6 680 500, e-mail: info@fi.ee, website: www.fi.ee).
- 15.4. Supervision over ConnectPay's activities shall be carried out by the Bank of Lithuania (address: Gedimino Ave. 6, LT-01103 Vilnius, Lithuania, tel.: +370 5 2680029, e-mail: info@lb.lt, website: www.lb.lt).