

# ConnectPay

## VISA Payment Card Terms & Conditions

Version 1.2

Effective as of 7 July 2022\*

\*For current clients this document will be applied in 30 calendar days counting from 7 July 2022

## 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”** means Wallester AS, code: 11812882, registered address: F.R. Kreutzwaldi tn 4, 10120 Tallinn, Estonia, tel.: +372 6 720101, e-mail: [info@wallester.com](mailto:info@wallester.com), website: [www.wallester.com](http://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](mailto:info@fi.ee), website: [www.fi.ee](http://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 g. 38, LT-03218 Vilnius, Lithuania, tel.: +370 6 6644600, e-mail: [info@connectpay.com](mailto:info@connectpay.com), website: [www.connectpay.com](http://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](mailto:info@lb.lt), website: [www.lb.lt](http://www.lb.lt)). ConnectPay is an intermediary of the Card Issuer and is authorised to act on behalf of the Card Issuer vis-a-vis Client in respect of the provision of services pursuant to the Agreement.
- 1.3. **“Account”** means the Client’s payment account held at ConnectPay, tied to the Card specified in the Online Banking of this Agreement 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.
- 1.5. **“Application”** means an application submitted by the Client and the Cardholder to 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 operations (e.g., use of the Means of Authentication in order to perform Operation) by which the Cardholder confirms his will to perform certain operations.
- 1.8. **“Business Client”** means Client either a natural (private) or legal person who is not a Consumer.
- 1.9. **“Client”** means a Business Client or a Consumer who concluded the Agreement and who at the same time holds a payment 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).

- 1.10. **"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 and which the Cardholder may use to perform Operations.
- 1.11. **"Card Data"** means the name of the Cardholder, the number, validity period, and security feature (e.g., CVV code) of the Card.
- 1.12. **"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 "Client" have the same meaning.
- 1.13. **"Legislation"** means mandatory legislation applicable to services provided pursuant to the Agreement.
- 1.14. **"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.
- 1.15. **"Online Banking"** means a software solution operated by ConnectPay and enabling the Client or Cardholder to be identified by ConnectPay when the Client or the Card Holder uses services of ConnectPay.
- 1.16. **"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.
- 1.17. **"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/>.
- 1.18. **"Usage limit"** means the type, maximum amount, periodicity, and/or number of Operations allowed to be executed 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.
- 1.19. **"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.
- 1.20. **"Terminal"** means an ATM, payment terminal, or any other system (incl. Internet environment) through which the Cardholder can perform Operations.
- 1.21. **"Consumer"** means a natural person who acts for purposes other than his business, trade or profession.
- 1.22. **"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 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. 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 Agreement is deemed to have been concluded after the Card Issuer accepts the Application and issues the Card to the Cardholder. The Client must acquaint the Cardholder with the conditions of the Agreement and must procure that the Cardholder adheres to the conditions thereof. The 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 is issued to the Client, i.e. the full amount of each payment made with the Card is debited from the Account immediately.
- 4.2. At the request of the Client, the Card Issuer may issue multiple Cards tied 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 perform 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 performing the Operations.
- 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 Cardholder may start performing Operations once the Card has been activated.
- 4.7. The Cardholder has the right to perform Operations within the amount and the Usage limits stipulated and only in Terminals marked with the Visa logo.

- 4.8. When using the Card, the Cardholder must use Strong Authentication, except for Operations when the Card Issuer does not require using Strong Authentication.
- 4.9. If the Cardholder has given his consent to the performance of 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 at the moment when payment data is submitted to Visa. The maximum time for execution of the Operation is 24 hours.
- 4.10. 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.
- 4.11. 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.
- 4.12. When using the Card, the Cardholder is required to use Strong Authentication, except when the Card is used to perform Operations via a Near Field Communication device within the Usage limit.
- 4.13. The Cardholder accepts that all Operations performed 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 shall be executed by the Card Issuer immediately. Such Operations are valid and irrevocable from the moment of Authorization.
- 4.14. Payment transactions initiated using the Card shall be executed in the Account in accordance with the Payment Service Agreement.
- 4.15. The Card Issuer or ConnectPay acting on behalf of the Card Issuer has the right to refuse to execute, cancel or suspend the Operation performed by the Cardholder if:
  - 4.15.1. The Card is invalid or closed or the use of the Card is blocked;
  - 4.15.2. The Account is terminated, suspended, or restricted in any form by ConnectPay or a third party;
  - 4.15.3. The Operation amount and/or limit (including the Operation fees and expenses) exceeds the available amount and/or limit stipulated in the Agreement;
  - 4.15.4. On any other basis arising from the Agreement or the Legislation or actual or suspected fraud or other illegal activity.
- 4.16. The Card Issuer or ConnectPay has the right to block the use of the Card until the circumstances have been verified if:
  - 4.16.1. 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 to use the Card;
  - 4.16.2. The Account is possibly terminated, suspended, or restricted in any form by ConnectPay or a third party;
  - 4.16.3. The use of the Card may be associated with fraud or other illegal activity;
  - 4.16.4. The Client or the Cardholder does not perform the obligations set out in the Agreement;

- 4.16.5. The Cardholder has not used the Card for at least three (3) consecutive months;
- 4.16.6. There are other grounds for blocking proceeding from the Agreement and/or Legislation.
- 4.17. 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.
- 4.18. The Client and/or the Cardholder has the right to request that the Card be blocked and/or closed at any time.
- 4.19. A blocked, closed, or invalid Card may not be used.
- 4.20. Unless otherwise provided by the Legislation, 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. 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.
- 4.21. The Card Issuer and ConnectPay have the right to bring in third parties for executing Operations or any other related services.
- 4.22. The Card Issuer and ConnectPay has the right to determine the Card limits and the minimum and maximum amount of a one-off Operation.
- 4.23. The Cardholder shall inform ConnectPay and/or the Card Issuer of any malfunctions or disturbances that prevent carrying out the Operation.
- 4.24. Client undertakes to:
  - 4.24.1. familiarize the Cardholder with all the terms and conditions provided in this Agreement;
  - 4.24.2. Hold a sufficient amount in the Account to settle service fees and payments initiated with the Card.
  - 4.24.3. 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.
  - 4.24.4. 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](http://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 Card from mechanical damage, high temperature, electromagnetic exposure, copying, modification, etc.;
  - 5.1.4. Not pass the Card Data and/or the Card over to a 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. Use the Card only in Terminals marked with the Visa logo and follow the instructions given by the Terminal or written on it when performing Operations. Card Issuer shall not be liable for any damage caused by a breach of this Clause of the Agreement;
  - 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;
  - 5.1.8. Immediately report any errors or disruptions hindering the performance of Operations;
  - 5.1.9. Perform other obligations arising from the Agreement or the Legislation.
  - 5.1.10. 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](http://www.connectpay.com/support).
  - 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 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.

## **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. If the Operation exceeds the Operation limits set by the Card Issuer and/or the Client, the Card Issuer shall not execute the Operation. The Client and the Cardholder can get acquainted with the standard Operation limits set by the Card Issuer 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 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. 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 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.
  - 7.1.2. 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;
  - 7.1.3. 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;
  - 7.1.4. To impose temporary or permanent restrictions on Operations;
  - 7.1.5. 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;
  - 7.1.6. To request from the Client information and documents about a Operation, including information or documents concerning the counterparty of the transaction, the beneficial owner, or other persons involved in the transaction;
  - 7.1.7. 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. The Client may review Operations 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 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/tarbijavaidluste-komisjon>.
- 8.6. The Client confirms that he/she/it agrees that the contractual relations arising here from or in connection with the Agreement shall be governed by the laws of the Republic of Estonia and that disputes 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 deemed to be a Consumer shall have the right 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 has been entered in the country of his/her habitual residence on the basis of a special

offer or promotion; (2) the Consumer has been induced by ConnectPay or the Card Issuer to travel to a foreign country 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.
- 9.2. Where an unauthorised payment has been made by using the lost or stolen, or misappropriated Card and/ or Card Data and/or the Means of Authentication, or where the Card and/or the Means of Authentication have been used in any other unlawful manner the Client shall be liable for all damage caused until the acceptable notification to Card Issuer, as set in Clause 5.4 of this Agreement.
- 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.

## **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 Card. The Card Issuer and/or ConnectPay shall inform the Cardholder of the time and/or manner of receiving the new 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 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. FEES

- 11.1. 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. 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>.
- 11.2. 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](http://www.connectpay.com). Non-standard fees may be charged to the Client by agreement between the parties.
- 11.3. 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.
- 11.4. 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.

## 12. ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

- 12.1. The Agreement shall come into force and become perpetual from the moment the Cardholder confirms the order for the Card via Online Banking or any other agreed method.
- 12.2. The Card Issuer has the right to unilaterally amend the Agreement by giving the Business Client at least one 30 (thirty) days' notice thereof.

- 12.3. The Card Issuer shall inform the Client, who is deemed as a Consumer, of any amendments to this Agreement at least 60 (sixty) days prior to the effective date of the amendments. The Client, who is deemed to be a Consumer, may accept or reject the amendments earlier than the proposed effective date of the amendments to the Agreement. Unless the Client, who is deemed to be a Consumer, notifies ConnectPay or the Card Issuer via Online Banking that he/she does not agree to the amendments to the Agreement, the Client shall be deemed to have accepted the amendments to the Agreement and the amendments to the Agreement shall come into force on the specified effective date. In this case, the Client who is deemed to be a Consumer, shall have the right to terminate this Agreement without payment of any fee until the date on which the amendments to the Agreement become effective.
- 12.4. Notifications of amendments to the Agreement on behalf of the Card Issuer will be presented by ConnectPay via Online Banking.
- 12.5. 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.
- 12.6. 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.
- 12.7. Card Issuer has the right to terminate the Agreement with the Business Client as an extraordinary remedy without giving advance notice if:
- 12.7.1. 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;
  - 12.7.2. 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;
  - 12.7.3. The Card issued hereunder has been closed and/or blocked for at least three (3) consecutive months;
  - 12.7.4. 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);
  - 12.7.5. The Card has not been used for Operations for six (6) consecutive months.
- 12.8. 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.
- 12.9. The termination of the Agreement shall not affect the collectability or satisfaction of financial claims arising prior to the termination of the Agreement.

### 13. COMMUNICATION BETWEEN CARD ISSUER AND CLIENT

- 13.1. 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.
- 13.2. 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.
- 13.3. The Client must notify ConnectPay of any change of e-mail address via Online Banking.

### 14. FINAL PROVISIONS

- 14.1. 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.
- 14.2. 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>.
- 14.3. 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](mailto:info@fi.ee), website: [www.fi.ee](http://www.fi.ee)).
- 14.4. 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](mailto:info@lb.lt), website: [www.lb.lt](http://www.lb.lt)).