

## APPENDIX 1: WALLETTO Prepaid Card Terms and Conditions

These Terms and Conditions apply to your use of the WALLETTO IBAN account and WALLETTO Prepaid Card. Please read them carefully and keep a copy for your records. You can ask us at any time for a copy of these Terms and Conditions, our current rates of Fees and the current Usage Restrictions by contacting us using one of the Contact Methods. You can also obtain a statement of recent Transactions made by you using your WALLETTO Prepaid Card via AGENT.

The WALLETTO Prepaid Card is issued by UAB Walletto, electronic money institution authorised and regulated by the Bank of Lithuania as an Electronic Money Institution in Lithuania and a member of Visa Europe Limited. WALLETTO issues the e-money on your WALLETTO Card.

In these Terms and Conditions:

**"ATM"** means an automated teller machine or cash dispenser bearing the VISA acceptance mark;

**"ATM Transaction"** means a transaction carried out at an ATM to withdraw cash;

**"Balance"** means the electronic money loaded in your WALLETTO IBAN account using the topping up method set out in clause 2 of these Terms and Conditions;

**"Business Day"** means any day (other than a Saturday or Sunday) on which banks in Lithuania are open for normal banking business;

**"AGENT"** means AGENT, a company incorporated under the laws of the Republic of Estonia with its registered office address at Harju maakond, Tallinn, Kristiine linnaosa, Laki tn 14a, 10621;

**"AGENT Website"** means the website owned and operated by AGENT where you can access your AGENT Wallet information.

**"Contact Methods"** means the methods by which you may contact AGENT:

- **Service Hotline: 00 372 53434884**
- **Service Email: support@embily.com**

**"WALLETTO"**, **"we"**, **"us"** or **"our"** means UAB Walletto (Company number **304686884**) a company registered in Lithuania with its registered office at A. Goštauto str. 8-107, Vilnius, Lithuania and which is licensed and regulated by the Bank of Lithuania as an Electronic Money Institution in Lithuania;

**"WALLETTO Card"** means either of the WALLETTO Prepaid Card or the WALLETTO Virtual Card and **"WALLETTO Cards"** shall be construed accordingly;

**"WALLETTO Prepaid Card"** means the VISA card issued by WALLETTO Limited in your name and which is linked to your WALLETTO IBAN account. The WALLETTO Prepaid Card is an electronic money product regulated by the Bank of Lithuania – it is a prepaid card and not a credit or debit card and it can be used by you to carry out Transactions. For more details about your WALLETTO Prepaid Card including how you can use it, please refer to clause 4 below;

**"WALLETTO Virtual Card"** means the VISA virtual card generated by you via AGENT Website and linked to your AGENT Wallet to enable you to carry out E-

Commerce Transactions; "**WALLETTO IBAN account**" means the prepaid account operated by WALLETTO and which is linked to your WALLETTO Card in order to fund Transactions;

"**E-Commerce Transaction**" means a transaction initiated by you to purchase goods or services over the internet and which, for the avoidance of doubt, includes any such transactions initiated through a mobile device.

"**Fees**" means the fees which we may charge you from time to time for us operating and you using your WALLETTO IBAN account and WALLETTO Cards which form part of these Terms and Conditions as set out in the Annex to these Terms and Conditions. These may include:

- ongoing monthly fees;
- in certain circumstances, fees for redeeming your Balance ("**Redemption Fee**");
- fees for using your WALLETTO Card to execute Transactions; and/or
- fees for replacing a lost or stolen WALLETTO Card.

We may also charge you reasonable fees for undertaking investigations where you request that a Transaction is refunded and where the circumstances outlined in clause 9.3 apply.

The amount of Fees can change over time and the applicable Fees at any time can be found via AGENT Website.

"**VISA**" means Visa Europe Ltd.;

"**PIN**" means the unique personal 4-digit identification number which is associated with your WALLETTO Prepaid Card and which can be used to authorise POS Transactions;

"**POS Transaction**" means a transaction initiated by you to purchase goods or services at a point of sale;

"**Privacy Policy**" means WALLETTO's privacy policy which, together with these Terms and Conditions, describes the basis upon which any personal data we collect from you, or that you provide to us, will be processed, handled and shared by us, as may be amended from time to time in accordance with its terms and as further explained and defined in clause 17 of these Terms and Conditions. A copy of our Privacy Policy can be found at [www.walletto.eu](http://www.walletto.eu);

"**Redemption Request**" means a request from you to redeem your Balance in accordance with clause 10 of these Terms and Conditions;

"**Terms and Conditions**" means these terms and conditions and includes the current Fees and Usage Restrictions set out in the Annex below. The Privacy Policy also applies to the relationship between us but does not form part of the Terms and Conditions;

"**Transaction**" means any transaction which can be executed using your WALLETTO IBAN account and WALLETTO Cards including a POS Transaction, an E-Commerce Transaction and/or an ATM Transaction;

**"Usage Restrictions"** means the usage restrictions applicable to your WALLETTTO IBAN account and WALLETTTO Cards from time to time which form part of these Terms and Conditions, as set out the Annex. The Usage Restrictions applying at any time can be found via AGENT Website, and **"User"**, **"you"** or **"your"** means the person who is identified as having applied for the WALLETTTO IBAN account and WALLETTTO Cards through the registration with us of your full name, date of birth, residential address, email address and mobile phone number.

## **1. Applying for WALLETTTO Cards**

- 1.1** To apply for a WALLETTTO IBAN account and WALLETTTO Cards, you must be of full legal age in your country of permanent residence and hold a valid national photo ID issued in that country.
- 1.2** As part of this process, you have to:
- (a)** provide personal details (including your full name, date of birth, residential address, email address and mobile phone number) so that we may verify your identity; and
  - (b)** read and accept these Terms and Conditions and our Privacy Policy.
  - (c)** To carry a valid identity document (passport or ID card).
- 1.3** Where we are not able to verify your identity in accordance with clause 1.2. (a) above, we may ask that you provide further supporting documentation including scanned copies or photos of identification documentation (either your passport or ID card) and proof of your residential address until we are able to verify your identity successfully. If we are unable to verify your identity based on the documentation you have provided, in certain circumstances we may ask you to provide certified copies of the supporting documentation to help us verify your identity.
- 1.4** If you have not completed any of the steps set out in clause 1.2. and 1.3. above, you cannot complete the WALLETTTO IBAN account and WALLETTTO Prepaid Card application process.

## **2. Topping up your WALLETTTO IBAN account**

- 2.1** Subject to the satisfactory completion of any required identity and other checks, you can top up your WALLETTTO IBAN account as described in this clause 2 of these Terms and Conditions with funds to be used for Transactions.
- 2.2** The Balance on your WALLETTTO IBAN account must never exceed any limits specified in the Usage Restrictions.
- 2.3** You may top up your WALLETTTO IBAN account by making SEPA transfer to your WALLETTTO IBAN account. You may also top up your WALLETTTO IBAN account by addressing such request to AGENT. Funds topped up in this way will be credited to your WALLETTTO IBAN account without delay after the receipt of valid funding instructions by us.
- 2.4** We reserve the right to refuse to accept any particular top up transaction or to disable any particular topping up method without notice in the interests of preventing fraud, money laundering or any other criminal activity.

## **3. Your WALLETTTO Cards**

### ***Your WALLETTTO Prepaid Card***

- 3.1** Your WALLETTTO Prepaid Card will be sent to your address as provided to us by you in accordance with clause 1.2. (a) above.

- 3.2** Delivery of your WALLETTTO Prepaid Card should occur within 5-10 Business Days of your successful application for a WALLETTTO Prepaid Card. If you do not receive your WALLETTTO Prepaid Card within 10 Business Days, you must contact us immediately using one of the Contact Methods.
- 3.3** When you receive your WALLETTTO Prepaid Card, you must sign the reverse immediately. To activate your WALLETTTO Prepaid Card, you will be asked to provide certain details including your full name and date of birth. Once your WALLETTTO Prepaid Card is activated, you can carry out Transactions using your WALLETTTO Prepaid Card in accordance with clause 4.

***Your WALLETTTO Virtual Card***

- 3.4** Your WALLETTTO Virtual Card will be automatically generated in AGENT Website. You will be able to open and request your WALLETTTO Virtual Card by following the instructions in the relevant section of AGENT Website.
- 3.5** Your WALLETTTO Virtual Card will include all of the details you would expect to see on a plastic card, including the card number, expiry date and CVV number (i.e. the 3-digit code on the reverse of the card).
- 3.6** Your WALLETTTO Virtual Card will be stored in the password-protected section of AGENT Website and you will need to enter your password each time you would like to view it.

**4. Using your WALLETTTO Prepaid Card**

- 4.1** Once your WALLETTTO Prepaid Card is activated and subject to these Terms and Conditions as well as Usage Restrictions in each case, you can use:
- (a)** your WALLETTTO Prepaid Card to carry out POS Transactions and E-Commerce Transactions or to execute an ATM Transaction; and
  - (b)** your WALLETTTO Virtual Card to carry out E-Commerce Transactions, provided VISA payments are accepted in each case.
- 4.2** We cannot guarantee that a particular retailer, ATM or online merchant will accept your WALLETTTO Card - you must check with the relevant retailer, online merchant or check the ATM signage before attempting to make a Transaction.
- 4.3** You should make sure there are sufficient funds available in your WALLETTTO IBAN account to cover the amount of a Transaction and any applicable Fees - you will only be able to carry out Transactions using your WALLETTTO Card to the extent of your Balance. Any Transaction you make using your WALLETTTO Card will be deducted from the funds held in your WALLETTTO IBAN account.
- 4.4** The Fees and Usage Restrictions applying to your WALLETTTO IBAN account and your WALLETTTO Cards are set out in the Annex to these Terms and Conditions.

**5. Authorising Transactions**

- 5.1** You will be asked to authorise each Transaction at the time it is initiated by you through the WALLETTTO Prepaid Card or WALLETTTO Virtual Card as applicable. A Transaction will be regarded as authorised by you where you:
- (a)** authorise a POS Transaction by following the instructions provided by the merchant or retailer to authorise the POS Transaction which might include: (i) entering your PIN; (ii) signing a sales voucher; (iii) inserting your WALLETTTO Prepaid Card into a card reading device for the purpose of making a payment; (iv) swiping your WALLETTTO Prepaid Card through a card reader;
  - (b)** authorise an E-Commerce Transaction by following the instructions provided by the merchant or retailer to authorise the E-Commerce

Transaction and by providing the WALLETTTO Prepaid Card or WALLETTTO Virtual Card details and/or any other details as requested; or

- (c) authorise an ATM Transaction by inserting your WALLETTTO Prepaid Card and entering your PIN to request a cash withdrawal.
- 5.2** Subject to clause 5.3 below, you can withdraw or revoke your authorization for a Transaction at any time until the authorization is received by us, using one of the Contact Methods. Authorization for a Transaction may not be withdrawn or revoked by you once it is received by us although in the case of a POS Transaction, the merchant may give you a refund.
- 5.3** Your authorisation for a POS Transaction, an E-Commerce Transaction or for an ATM Transaction will be received by us at the time we receive the POS Transaction or E-Commerce Transaction instruction from the merchant acquirer or at the time we receive the ATM Transaction instruction from the ATM acquirer, respectively. All of these authorisations will be received by us almost instantaneously and it is unlikely that you will be able to withdraw your authorisation for a Transaction before this time.

**6. Blocking your WALLETTTO IBAN account and your WALLETTTO Card and refusing Transactions made with your WALLETTTO Card**

- 6.1** We may at any time suspend, restrict or cancel your WALLETTTO IBAN account and/or your WALLETTTO Cards, or suspend or restrict access to AGENT Website or refuse to issue or replace the WALLETTTO Cards for reasons relating to the following:
- (a) we are concerned about the security of the WALLETTTO IBAN account and/or of the WALLETTTO Cards that we have issued to you;
  - (b) we suspect your WALLETTTO IBAN account and/or WALLETTTO Cards are being used in an unauthorised, illegal or fraudulent manner;
  - (c) we need to do so to comply with the law of any jurisdiction;
  - (d) you tell us that your WALLETTTO Prepaid Card is lost or stolen as further detailed in clause 9; or
  - (e) if the contract between us has been cancelled as further detailed in clause 7.
- 6.2** Unless informing you would compromise reasonable security measures or otherwise be unlawful, where practicable we will inform you by phone or email, giving our reasons, before suspending, restricting or cancelling your WALLETTTO IBAN account and/or your WALLETTTO Cards or suspending or restricting access to AGENT Website or refusing to issue or replace the WALLETTTO Cards. If it is not practicable to inform you in advance and unless doing so would compromise reasonable security measures or otherwise be unlawful, we will inform you immediately afterwards, giving our reasons.
- 6.3** We will unblock your WALLETTTO IBAN account and/or your WALLETTTO Cards and allow you to regain access to AGENT Website as soon as practicable after the reasons for stopping its use cease to exist and will inform you by phone or email when we have unblocked your WALLETTTO IBAN account and/or your WALLETTTO Cards and allowed you to regain access to AGENT Website.
- 6.4** We may refuse to carry out a Transaction:
- (a) if we believe that you are acting in breach of these Terms and Conditions;
  - (b) if we believe that a Transaction is potentially suspicious or illegal;

- (c) if the value of the Transaction you are attempting to make plus any applicable Fees is in excess of your Balance; or
  - (d) if we are unable to carry out the Transaction due to errors, failures (whether mechanical or otherwise) or refusals caused by merchants, ATM operators, payment processors, card networks or payment schemes who are processing Transactions.
- 6.5 If we refuse to carry out a Transaction, unless informing you would compromise reasonable security measures or be otherwise unlawful, we will inform you at the earliest opportunity and in any event by the end of the Business Day following the day we have received the Transaction request. Normally we will inform you with an error message on the merchant's or ATM operators' terminal or website and if applicable, a receipt showing that the Transaction has not been successful, although in some instances we may inform you by phone or e-mail. You can contact AGENT using any of the Contact Methods to ask for the reasons for refusing to carry out that Transaction and for an explanation of how you can correct any information we hold that led to our refusal to approve a Transaction.
- 6.6 You may correct any information we hold and which may have caused us to refuse a Transaction by contacting us via any Contact Method.

## **7. Cancelling your contract with us**

- 7.1 The contract between us which is set out in these Terms and Conditions will continue until cancelled in accordance with this clause 7. Your WALLETTTO Card will be valid for the period ending on the last calendar day of month indicated on your WALLETTTO Card, at which point we shall expect you to contact us and specifically request the renewal WALLETTTO Card.
- 7.2 You have the right to cancel the contract between us, which is set out in these Terms and Conditions, at any time with 30 days prior notice by contacting us using one of the Contact Methods or by requesting the same via AGENT or AGENT Website.
- 7.3 We may cancel the contract with you, with immediate effect, by giving written notice if you break an important part of these Terms and Conditions, including:
  - (a) if you repeatedly break these Terms and Conditions and fail to resolve the matter to our satisfaction in a timely manner;
  - (b) if you act in a manner that is threatening or abusive to our staff or anyone acting on our behalf;
  - (c) if you fail to pay when due any Fees or charges that you have incurred;  
or
  - (d) in the event of your death or incapacity.
- 7.4 We may cancel the contract with you for any reason by giving you at least 2 months' written notice.
- 7.5 We may also cancel the contract with you with immediate effect and/ or suspend your WALLETTTO IBAN account (including access to it via AGENT Website) if we believe your WALLETTTO IBAN account and/or WALLETTTO Cards are deliberately being used by you or anyone else to commit fraud or for other illegal purposes. If we do this, we will tell you by phone or e-mail only to the extent to which we are permitted to do so by law and you must stop using your WALLETTTO IBAN account (or attempting to access it via AGENT Website) and your WALLETTTO Cards immediately.
- 7.6 If we or you cancel the contract between us, then as soon as we are permitted to do so (and normally within 5 Business Days after you contacted us where

you cancel this contract) we will return any Balance remaining on your WALLETTTO IBAN account (after the deduction of all pending Transactions and applicable Fees) to you. Please note that in order to comply with applicable legal and regulatory requirements, including anti-money laundering and terrorist financing requirements, we may need:

- (a) to verify your identity; and
- (b) to return that Balance to the same bank account which has previously been used to top up your WALLETTTO IBAN account.

7.7 Once the contract between us has been cancelled, you will not be entitled to a refund of money you have already spent on Transactions authorised or pending, or any Fees for the use of your WALLETTTO IBAN account or WALLETTTO Cards incurred before the contract between us was cancelled.

## **8. Keeping your WALLETTTO Prepaid Card secure**

8.1 It is important that you take all reasonable care and precautions to keep your WALLETTTO IBAN account details and your WALLETTTO Cards and details safe and you must not allow your WALLETTTO Cards to be used by anyone else. You must also keep your PIN safe and you must not disclose it or allow it to be used by anyone else.

8.2 If your WALLETTTO Prepaid Card is lost or stolen, or if you suspect that someone else knows your PIN, please follow the instructions set out in clause 9 below. If someone else uses either of your WALLETTTO Cards without your consent and you have not informed us in accordance with your obligations in clause 9, you may lose funds held in your WALLETTTO IBAN account in the same way as if you lost cash in your wallet or purse.

8.3 You must keep your PIN secret at all times. You should never disclose this security information to anyone. If you suspect that someone else knows your PIN, you should tell AGENT as soon as possible using one of the Contact Methods so that AGENT can give you information on how to change these details.

8.4 We have the right to disable your WALLETTTO Prepaid Card, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.

8.5 We recommend that you check your Transaction history through AGENT Website on a regular basis to identify any potential unauthorized use of your WALLETTTO Cards and to check for Transactions which you do not recognize. We will provide you with a statement of Transactions through AGENT Website on a monthly basis and you shall keep that statement for your records for at least 18 months. Your statement will show:

- (a) information relating to each Transaction which will enable it to be identified;
- (b) the amount of each Transaction shown in the currency in which that Transaction was paid or debited to your WALLETTTO Card;
- (c) the amount of Fees for each Transaction (where applicable);
- (d) the exchange rate (where applicable) which applied to each Transaction; and
- (e) for each Transaction, the date on which your authorization was received by us as described in clause 5.3. of these Terms and Conditions.

## **9. Reporting security breaches and unauthorized or incorrectly executed Transactions**

**9.1** If you know or suspect that:

- (a)** your WALLETTTO Card has been lost, stolen or misappropriated, or
- (b)** your PIN or any other security information is misappropriated or known or used by someone who is not authorized to use it,

you must tell AGENT immediately by calling on the Service Hotline.

**9.2** If you think a Transaction that was not authorized by you has been processed or that a Transaction has been incorrectly executed, you must contact AGENT immediately via Service Hotline. We may ask you, either directly or via AGENT, to complete a declaration form and return it to us promptly.

**9.3** We may investigate your claim that a Transaction has not been authorised by you and, where permitted by law, we may charge a fee for doing so.

## **10. Refunding Transactions**

**10.1** Provided that you notified us in accordance with clause 9.2. above of an unauthorised or incorrectly executed Transaction without delay and at the very latest within 13 months of the debit date of that Transaction you may be entitled to a refund of that Transaction.

**10.2** If the unauthorised Transaction arose from the loss, theft or misappropriation of your WALLETTTO Prepaid Card details or of your WALLETTTO Virtual Card details or of your user name and password applying to your access to AGENT Website or of your PIN or any other security information, we will refund the amount involved, except the first 50 EUR, for which you may be liable.

**10.3** If the unauthorised Transaction arose from you acting fraudulently or where, with intent or gross negligence, you failed to use your WALLETTTO Cards in accordance with these Terms and Conditions (including the obligations to keep safe your WALLETTTO Prepaid Card and WALLETTTO Virtual Card details, your user name and password applying to your access to AGENT Website, your PIN and any other security information), we will not make any refund and you will be liable for the full amount of all losses incurred.

**10.4** Where any refund is due to you, we shall make it immediately or, if that is not possible, as soon as practicable following receipt of your claim or of any further information we may request in order to investigate your right to a refund. However, if, following investigation, we have reasonable grounds to believe that a refund was not in fact due to you for any reason, or that we have made too large a refund, we may reverse that previous refund and you may be liable for any loss we suffer from your use of your WALLETTTO Cards.

## **11. Redeeming funds in your WALLETTTO IBAN account**

**11.1** You have a general right to redeem funds held in your WALLETTTO IBAN account at any time in whole or in part. To do so, please use any of the Contact Methods to request a redemption and indicate the amount to be redeemed (before the deduction of any applicable Fees).

**11.2** In order to process your Redemption Request, we may ask you to provide us with documents, evidence and other information to verify your identity to enable us to comply with applicable legal and regulatory requirements.

**11.3** We may also charge a Redemption Fee if one of the following circumstances applies:

- (a)** you are requesting redemption before termination or expiry of these Terms and Conditions;

**(b)** you cancel these Terms and Conditions before any agreed termination or expiry date; or

**(c)** you request redemption more than one year after the date of termination or expiry of these Terms and Conditions.

The amount of this Redemption Fee may change over time. The current Fee rates are set out in the Annex to these Terms and Conditions.

**11.4** We may redeem the funds in your WALLETTO IBAN account, at our discretion, by arranging a refund to the same bank account which has previously been used to top up your WALLETTO IBAN account.

## **12. Our liability**

**12.1** We will not be liable to you for any loss arising from:

- (a)** any unauthorised Transaction where you acted fraudulently or where, with intent or gross negligence, you failed to use your WALLETTO IBAN account and WALLETTO Cards in accordance with these Terms and Conditions (including the obligations to keep safe the WALLETTO Prepaid Card, your WALLETTO Virtual Card details, your username and password applying to your access to AGENT Website and/or your PIN or any other security information);
- (b)** any abnormal or unforeseeable circumstances outside of our control, where we could not have avoided those consequences even though we made all efforts to do so;
- (c)** any merchant or ATM refusing to accept your WALLETTO Cards; or
- (d)** our compliance with applicable legal or regulatory requirements.

**12.2** We will also not be liable for:

- (a)** business interruption; or
- (b)** loss of revenue, reputation, goodwill, opportunity or anticipated savings; or
- (c)** any loss or damage whatsoever which does not stem directly from our breach of these Terms and Conditions.

**12.3** We will use reasonable efforts to make your WALLETTO IBAN account and WALLETTO Cards available to you, but we will not be liable to you for any loss or damage arising if it is not available to use at any time, or if access is interrupted.

**12.4** Other than the losses set out in the paragraphs above (for which we are not liable) and subject to the paragraphs below, our maximum aggregate liability under or in connection with these

Terms and Conditions whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 50 EUR in any 12-month period.

**12.5** WALLETTO does not warrant or promise that the WALLETTO IBAN account and/or WALLETTO Cards will meet your requirements and you shall use the WALLETTO IBAN account and WALLETTO Cards at your own risk.

## **13. Ownership and protection of information**

**13.1** In order to effectively provide services under this Agreement we will be exchanging your information with AGENT and receive your information from AGENT to the extent necessary to perform our obligations under this Agreement.

**13.2** By entering this contract with us you acknowledge having been in contractual relations with AGENT and you explicitly authorise us to share such information as stipulated in clause 1 with AGENT.

#### **14. Changes to these Terms and Conditions**

We reserve the right to change the Terms and Conditions at any time. We will take into account your interests affected by the intended changes and will only make changes that we consider to be reasonable. Changes to exchange rates will take effect immediately where they move in your favour or where they result from a change to the reference rate of VISA from time to time. For all other changes, we will give you at least two months' prior written notice via e-mail or via AGENT Website of any intended change to the Terms and Conditions and we will provide you with the new version of the Terms and Conditions. If you do not agree with the proposed change you must tell us via one of the Contact Methods before that change takes effect, otherwise you will be deemed to have accepted the change to the Terms and Conditions.

#### **15. Fees and Usage Restrictions**

**15.1** Details of the Fees and Usage Restrictions applying to your WALLETTTO IBAN account and WALLETTTO Cards can be found in the Annex of these Terms and Conditions. The Fee rates and Usage Restrictions applying from time to time can be found at AGENT Website.

**15.2** By accepting these Terms and Conditions and by applying for your WALLETTTO IBAN account and WALLETTTO Cards, you agree to pay the applicable Fees relating to your use of the WALLETTTO IBAN account and WALLETTTO Cards.

#### **16. Your details**

You confirm that any information you provide us with is true, accurate and up-to-date. You confirm that you will let us know immediately by contacting us via AGENT using one of the Contact Methods if you change your personal details. If we contact you in relation to your AGENT Wallet we will use the most recent contact details you have provided to us.

#### **17. Data Protection and how we use your information**

**17.1** We are a data controller of the personal data that you provide to us (including, without limitation, an email address or other username and a password). We will process your personal data in accordance with these Terms and Conditions and our privacy policy ("**Privacy Policy**"). Please read the Privacy Policy carefully as it provides information about how we use, share, store and process your personal information. By using your WALLETTTO Cards you acknowledge that WALLETTTO will use your personal information in this way.

**17.2** AGENT also has a separate privacy policy which applies to your relationship with AGENT in addition to our Privacy Policy. You will be asked to accept AGENT' privacy policy when you become its client. Please ensure you read AGENT' privacy policy carefully.

**17.3** If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.

**17.4** You must not give us personal information about someone else (such as alternative named contacts) without first getting his or her consent for it to be used or securing another legal basis for transferring it to us in accordance with applicable data protection legislation and disclosed for such use in accordance with these Terms and Conditions and our Privacy Policy.

## **18. Assignment**

We may assign our rights and obligations under these Terms and Conditions to another company (including to an affiliate of WALLETTO) at any time, on giving you 2 months' prior written notice of this. If we do this, your rights under these Terms and Conditions will not be affected.

## **19. Complaints**

**19.1** If you have a complaint about your WALLETTO IBAN account and/or your WALLETTO Cards you can contact us directly by emailing [cards@walletto.eu](mailto:cards@walletto.eu) or calling +37060148437 and we will aim to deal quickly and fairly with any complaints you have about your WALLETTO IBAN account and WALLETTO Cards and in any event, within 8 weeks of receiving your complaint. We will keep you informed of any progress or steps taken with regard to the resolution of your complaint.

**19.2** If we do not resolve your complaint about your WALLETTO services, you may be able to refer it to the Lithuanian authority's - Bank of Lithuania.

**19.3** You may also be able to refer your complaint about your WALLETTO Plastic Card to the European Commission Online Dispute Resolution platform at [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr). The platform is a web-based platform which is designed to help consumers who have bought goods, services or digital content online. It provides access to independent alternative dispute resolution services which are usually free for you to use.

## **20. Disputes with merchants**

If you have any disputes about purchases made using your WALLETTO Cards, you should settle these with the person from whom you bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using your WALLETTO Cards. Remember that once you have used your WALLETTO Card to make a purchase or to withdraw cash we cannot stop that Transaction.

## **21. Severance**

If any court or competent authority finds that any provision in these Terms and Conditions (or any part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

## **22. Governing law and language**

These Terms and Conditions are governed by Lithuanian law and are subject to the exclusive jurisdiction of the Lithuanian Courts. These Terms and Conditions are in English and all communications with you will be in English.

## Annex: Fees and Usage Restrictions

### Card fees

Card load fee	1.00%
Monthly Service charge per card	2.00 EUR
Card Delivery with DHL	free
ATM balance inquiry	1.00 EUR
ATM disbursement	1.50 EUR + 2.00%
POS transaction successful	0.25 EUR/trx
Account Funding (Card-to-Card) fee	2 EUR
FX mark up	1.50%
Chargeback handling - per chargeback	30.00 EUR
KYC	2.00 EUR/ per user

### Restrictions

Subject to the Terms and Conditions, following are restrictions imposed on your WALLETTTO Card:

ATM	EUR	Daily limit	500
ATM	EUR	Monthly limit	2,500
Other	EUR	Daily limit	2,500
Other	EUR	Monthly limit	5,000
ECOMM	EUR	Daily limit	2,500
ECOMM	EUR	Monthly limit	5,000

### ***By signing this WALLETTTO Prepaid Card Terms and Conditions:***

- i) *I confirm that I hereby acknowledge that I have read and understood the terms of this agreement and agree to be bound by them*