

VISA PAYMENT CARD TERMS AND CONDITIONS

These Visa Payment Card Terms and Conditions ('Payment Card Terms and Conditions') constitute a legally binding agreement between the card issuer Wallester AS ('Wallester') and you ('Cardholder') which enters into force on the date the Cardholder signs a confirmation to be bound under these Payment Card Terms and Conditions (by hand or electronic means) and remains in force an indefinite period of time unless it is terminated following the provisions set forth herein.

WITTY GLOBAL UAB ('Partner') represents Wallester in the relationships with the Cardholder.

Terms and conditions for financial services provided to the Client/Cardholder other than set out in these Payment Card Terms and Conditions are governed by the General Terms and Conditions of the Partner ('Agreement'), which are available at www.w1tty.com and/or in the App of the Partner.

Card issuance fees and Operations fees and limits of the Operations are available in the App of the Partner and/or at www.w1tty.com.

1. DEFINITIONS

1.1. The Terms and Conditions use the definitions below:

- 1.1.1. **"Wallester"** means Wallester AS (registration number 11812882), the payment services provider who issues the Cards, registered office at F.R. Kreutzwaldi 4, 10120 Tallinn, Estonia.
- 1.1.2. **"Partner"** means WITTY GLOBAL UAB (registration number 305433923), the Electronic Money Institution, registered office at Jogailos g. 9, Vilnius, Lithuania.
- 1.1.3. **"Partner's Website"** means a website www.w1tty.com operated and managed by a Partner to provide its services for Client and/or Cardholder.
- 1.1.4. **"Authentication"** means the performance of such operations which make it possible to identify the Cardholder and/or establish the validity of the payment instruments issued to the Cardholder.
- 1.1.5. **"Account"** means an electronic record inside the system of the Partner which allows the Partner to identify the Client, execute payment transactions and contains information on the transactions performed by the Client.
- 1.1.6. **"App"** the application developed by the Partner and installed by the Client into his/her device (e. g. a smartphone) which enables the Client to manage services provided by the Partner.
- 1.1.7. **"Available Balance"** the amount of E-money issued by the Partner to the Client but not yet spent or redeemed.
- 1.1.8. **"E-money"** means electronically stored monetary value as represented by a claim on the Partner which is issued on receipt of funds for the purpose of making transactions.
- 1.1.9. **"Business Day"** means any day from Monday to Friday, 09:00 to 17:00 (Vilnius time), excluding bank and public holidays in Lithuania.
- 1.1.10. **"Payment Services"** means the services supplied to the Client/Cardholder under the Payment Card Terms and Conditions and the Agreement, including issuing Cards and Accounts linked with the Card; and executing Operations.
- 1.1.11. **"Means of Authentication"** means information, object, attribute, or other means that enables the Cardholder to Authenticate himself, prove the validity of the Card, or authorise certain

operations, for example, a one-time authentication code or a reusable CVV code (*Card Verification Value*).

- 1.1.12. **“Authorisation”** means the performance of such operations by which the Cardholder confirms his will to perform certain operations.
- 1.1.13. **“Imperative Norms”** are legal provisions contained in legislation that cannot be derogated from by agreement in favour of Wallester and/or the Partner.
- 1.1.14. **“Card Data”** includes the name of the Cardholder, the number, validity period, and security feature (e.g. CVV code) of the Card.
- 1.1.15. **“Client”** means a customer of Partner, either a natural (private) or legal person who holds a payment account at the Partner, to whose account the Card is tied. With the Agreement, the Client appoints the Cardholder and authorises them to use the money in the account and carry out Operations within the limits specified in the Agreement.
- 1.1.16. **“Cardholder”** means a natural person corresponding to the Partner’s and Wallester’s requirements and to whom the Card is issued. The conditions of the Agreement will be binding upon the Cardholder as of the moment the Wallester issues the Card to them.
- 1.1.17. **“Card”** means a payment instrument that uses the Visa network and is branded by Visa, which is owned by Wallester and issued by Wallester in co-operation with Partner and which the Cardholder may use to perform Operations. The Card is not a credit card and is not issued by a bank. The Card is linked to the Account where the Available Balance is located.
- 1.1.18. **“Agreement”** means the General Terms and Conditions of the Partner concluded between the Partner and the Client regarding payment services, which are available at www.w1tty.com or in the App of the Partner.
- 1.1.19. **“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.
- 1.1.20. **“Visa”** means International Card Organisation Visa Europe Ltd.
- 1.1.21. **“Terminal”** means an ATM, payment terminal, or any other system (incl. Internet environment) through which the Cardholder can perform Operations.
- 1.1.22. **“Operation”** means using the Card in a Terminal to pay for goods and/or services or obtain information and/or cash withdrawal.
- 1.1.23. **“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.

2. WALLESTER’S RIGHTS IN PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

- 2.1. In preventing money laundering and terrorist financing, Wallester has the following rights:
 - 2.1.1. To regularly verify the information forming the basis for identification of the Client and/or the Cardholder and to request the Client and/or the Cardholder to submit additional documents;
 - 2.1.2. To identify the Client, the Cardholder and/or the beneficial owner at any time chosen by Wallester, including when Wallester has doubts regarding the accuracy of the information received during the initial identification;
 - 2.1.3. In cases permitted by the applicable law to impose temporary or permanent restrictions on Operations;
 - 2.1.4. In cases permitted by the applicable law 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;

- 2.1.5. In cases permitted by the applicable law to request from the Client documents forming the basis for a transaction, including information or documents concerning the counterparty of the transaction, the beneficial owner, or other persons involved in the transaction;
- 2.1.6. To request the Client and/or the Cardholder to provide any other information and perform any other acts which Wallester deems necessary for the implementation of its anti-money laundering and counter-terrorist financing measures.
- 2.2. Wallester has the right to refuse to execute Operations if the Client and/or the Cardholder does not comply with the requirements set out in Clause 2.1.

3. USE OF THE CARD

- 3.1. Only the Cardholder has the right to perform Operations with the Card.
- 3.2. Upon issuance of the Card, the Cardholder shall be provided with personal Means of Authentication (e.g. CVV code), which shall be deemed to be the Cardholder's signature in performing the Operations.
- 3.3. The Card consists only of the Card Data, the physical card is not issued. The transfer of Card Data and activation takes place in the App of the Partner or in a manner agreed with the Cardholder.
- 3.4. The Cardholder may start performing Operations once the Card has been activated.
- 3.5. The Cardholder has the right to perform Operations within the amount and limits stipulated in the App of the Partner and/or at www.w1tty.com and only in Terminals marked with the Visa logo.
- 3.6. Operation made with the Card is binding to the Cardholder if the Cardholder has given its approval, that is, authorized the Operation. By authorizing the Operation the Cardholder gives its consent to Wallester to perform the Operation. To authorize the Operation, the Cardholder shall enter the Card Data into the field indicated for that purpose on the respective website of the service provider or make a point-of-sale transaction through contactless by scanning a mobile device on the site of the service provider. The consent to perform the Operation or the "payment order" is deemed to be received by Wallester at the moment when payment data is submitted to Visa. The maximum time for performance of the Operation is 24 hours since data submission to Visa.
- 3.7. At the request of the Partner and/or Wallester, the service provider (e.g. e-shops) may refuse to accept payment with the Card.
- 3.8. The Operations may be carried out only by the Cardholder personally. The Wallester and Partner has a right to assume that all the Operations have been carried out by the Cardholder and according to the will, until proven otherwise or until the Cardholder has informed the Partner in accordance with Clause 4.2.
- 3.9. When using the Card, the Cardholder is required by Wallester to use Strong Authentication.
- 3.10. Unless otherwise required by the applicable law, if the Cardholder has confirmed the performance of the Operation, the Cardholder shall not have the right to be refunded for the Operation, unless the person who provided the corresponding service agrees to the refund of the amount paid for the Operation.
- 3.11. The Cardholder accepts that all Operations performed by the Cardholder are valid for Wallester and shall be executed by Wallester.
- 3.12. Wallester has the right to refuse to execute the Operation performed by the Cardholder if:
 - 3.12.1. The Card is invalid or closed or the use of the Card is blocked;
 - 3.12.2. The Operation amount and/or limit (including the Operation fees and expenses) exceeds the available amount in the Account and/or limit stipulated in the Agreement;
 - 3.12.3. On any other basis arising from the Payment Card Terms and Conditions or the legislation.
- 3.13. Wallester has the right to block the use of the Card until the circumstances have been verified if:

- 3.13.1. Wallester 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;
- 3.13.2. The use of the Card may be associated with fraud on the part of the Cardholder;
- 3.13.3. There are another legitimate and reasonable grounds for blocking proceeding from the Agreement, the Payment Card Terms and Conditions, or legislation.
- 3.14. If the basis for blocking the Card pursuant to Clause 3.13 does not cease to exist within a reasonable period of time or there exists any other basis for closing the as specified in the Agreement, Wallester has the right to close the Card.
- 3.15. The Client and/or the Cardholder has the right to request that the Card be blocked and/or closed at any time.
- 3.16. A blocked, closed, or invalid Card may not be used.
- 3.17. Unless otherwise provided by the Imperative Norms, Wallester and Partner shall not be liable for any damage caused to the Client and/or the Cardholder or any other third party by Wallester's blocking the use of the Card or closing the Card in accordance with the Payment Card Terms and Conditions. This shall also be the case if Wallester blocks the use of the Card in good faith based on incorrect information.
- 3.18. Wallester has the right to bring in third parties for executing Operations.
- 3.19. Wallester has the right to determine the Card limits and the minimum and maximum amount of a one-off Operation. Partner shall have the right to set other limits for its client, provided that it does not contradict minimum and maximum limits set by Wallester.
- 3.20. The Cardholder shall inform the Partner of any malfunctions or disturbances that prevent carrying out the Operation.
- 3.21. The Card has a fixed term and is valid until the date indicated on the Card.

4. SECURITY REQUIREMENTS FOR USING THE CARD

- 4.1. The Cardholder shall:
 - 4.1.1. Not pass the Card Data over to a third party (third parties), except to the person accepting the payment for the duration of an Operation;
 - 4.1.2. Shall not save the Card Data on any data medium;
 - 4.1.3. Not use the Card for illegal purposes and in manner, including the purchase of goods and services that are prohibited by applicable law, which may cause damage to the Partner and/or Wallester and/or to a third party;
 - 4.1.4. Perform other obligations arising from the Payment Card Terms and Conditions, the Agreement and/or the legislation.
- 4.2. If a third party has learned the Card Data and in any other case when there is a risk of a third party using the Card, the Cardholder shall immediately inform the Partner by using the phone number and the business hours shown on the Partner's Website and/or the App.
- 4.3. Upon receipt of the information specified in Clause 4.2, Wallester shall make every effort to stop further use of the Card (incl. close the Card).

5. INFORMATION AND SUBMISSION OF COMPLAINTS ABOUT OPERATIONS PERFORMED

- 5.1. Where necessary, Wallester shall, through Partner, provide a statement of the Cardholder's Operations and related expenses to the Client in the self-service environment on Partner's Website and/or the App.
- 5.2. The Client or the Cardholder is obliged to immediately check the accuracy of the Operations performed. Any complaints about unauthorised and/or improperly executed Operations shall be submitted in a format enabling written reproduction promptly but no later than within the term stipulated in the applicable enactments.

- 5.3. If the Cardholder has authorised the Operation without knowing the exact amount, the Cardholder has the right to file a complaint to or claim refund of the Operation amount directly from the recipient of the payment resulting from the Operation, instead of Wallester.
- 5.4. *(Not applicable to the Clients and the Cardholders who are consumers)* Any other complaints and disputes between the Client, the Cardholder and Wallester shall be settled by negotiation. If, in settling their differences concerning the Payment Card Terms and Conditions, Wallester and the Client and/or the Cardholder fail to reach an agreement, the dispute shall be resolved by the court for the area where Wallester has its registered office.
- 5.5. *(Not applicable to the Clients and the Cardholders who are consumers)* The Client confirms that he agrees that the contractual relations arising from the Agreement and these Payment Account and Card Terms and Conditions shall be governed by the laws of the Republic of Estonia and that disputes shall be settled by the Estonian courts unless it is in contrary to Imperative Norms.

6. DISPUTE RESOLUTION WITH THE CLIENTS AND THE CARDHOLDERS WHO ARE CONSUMERS

- 6.1. In the first instance, the Cardholder may communicate with our customer services team who can be contacted by e-mail to contact@w1tty.com or by phone to +37061977733. The customer services team will do their best to solve the issue promptly and fairly.
- 6.2. If having received a response from the customer services team the Cardholder is unhappy with the outcome, he/she submit an official complaint to contact@w1tty.com. The Cardholder also has a right to submit a complaint without contacting the customer services team.
- 6.3. Once the official complaint is received, it will be investigated and the Cardholder will receive a response of its findings within 15 Business Days of receipt of the complaint. In exceptional circumstances where we are unable to reply within the first 15 Business Days, we will reply providing a reason for the delay and deadline for response, not more than 35 Business Days after first receipt of complaint.
- 6.4. Should the Cardholder not be satisfied with the final response, or should the Cardholder has not received the response within 15 Business Days of receipt of the complaint, he/she shall have a right to apply to the Bank of Lithuania in three different ways:
 - i) through the electronic dispute settlement facility E-Government Gateway of Lithuania at <https://www.epaslaugos.lt/portal>; or
 - ii) by completing a consumer application form and sending it to the Financial Market Supervision Service of the Bank of Lithuania at Žalgirio str. 90, LT-09303 Vilnius, e-mail: frpt@lb.lt;
 - iii) by filling out a free-form application and sending it to the Financial Market Supervision Service of the Bank of Lithuania, Žalgirio str. 90, LT-09303 Vilnius, email: frpt@lb.lt.Whichever way the Cardholder chooses to submit the claim, it must be in the official language of the country, i.e. Lithuanian, or in English. The Cardholder may only apply to the Bank of Lithuania within 1 year from applying to us. Addressing us first is a precondition for you applying to the Bank of Lithuania. The decision of the Bank of Lithuania is not mandatory for us or you and you, even after the dispute was solved by the Bank of Lithuania, shall have a right to apply to the court.
- 6.5. In case the Cardholder generally not satisfied with us or our services, where there is no claim or disagreement between the Cardholder and us, you may always approach the Bank of Lithuania by addressing a complaint to the Bank of Lithuania at Totorių str. 4, LT-01121 Vilnius, email: info@lb.lt, or to the Financial Market Supervision Service of the Bank of Lithuania, Žalgirio str. 90, LT-09303 Vilnius, email: frpt@lb.lt.
- 6.6. The Cardholder can also apply for an alternative dispute resolution through European Commission's Online Dispute Resolution ('ODR') platform The ODR platform can be found at <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show>.

6. LIABILITY

- 6.1. Wallester and the Client and/or the Cardholder shall be liable for breaching their obligations in accordance with the provisions of this Payment Card Terms and Conditions and legal enactments.
- 6.2. Where an unauthorised payment has been made by using the lost or stolen Card Data and/or the Means of Authentication, or where the Card Data and/or the Means of Authentication have been used in any other unlawful manner and the Cardholder has not properly kept the Card Data and/or the Means of Authentication and there are no statutory circumstances excluding liability, the Client and the Cardholder shall be liable for any damage caused until the acceptable notification to Wallester, but not exceeding the amount of 50 euros. This amount limit shall not apply if an unauthorised payment involves fraud on the part of the Cardholder or if the Cardholder intentionally or with gross negligence breached the following:
 - 6.2.1. The obligation to use the Card Data and/or the Means of Authentication in accordance with the terms and condition for their issue and use, including the obligation to make every effort to protect the Card Data and/or the Means of Authentication enabling its use as from the receipt of the Card Data and/or the Means of Authentication;
 - 6.2.2. The obligation to promptly after learning of the relevant incident report the loss, theft, and unauthorised or incorrect use of the Card Data and/or the Means of Authentication;
 - 6.2.3. One or more conditions for issuing or using the Card and/or the Means of Authentication.
- 6.3. Wallester and Partner shall not be liable for third parties involved in performing Operations, for goods or services paid by the Card, and in cases where the Card is refused to be accepted for the performance of an Operation.
- 6.4. Partner shall be solely liable to the Client and the Cardholder for the fulfilment of Partner's obligations. In no case shall Wallester be liable for Partner if Partner fails to fulfil its contractual obligations to the Client/Cardholder.

7. ENTRY INTO FORCE, AMENDMENT AND TERMINATION

- 7.1. The Payment Card Terms and Conditions shall take effect upon the approval by the Client in the manner and by the means accepted by the Wallester.
- 7.2. Wallester has the right to unilaterally amend the Payment Card Terms and Conditions by giving the Client at least 60 (sixty) day written notice thereof. Within these 60 (sixty) days, the Client has the right to terminate the Payment Card Terms and Conditions with immediate effect and free of charge provided that all the obligations arising from 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.
- 7.3. The Client has the right to terminate the Payment Card Terms and Conditions by giving Wallester at least one 30 (thirty) day notice thereof. The termination of the Payment Card Terms and Conditions may lead to the Partner's right to terminate the Agreement as well.
- 7.4. Wallester has the right to terminate the Payment Card Terms and Conditions by giving Client at least 60 (sixty) day written notice thereof.
- 7.5. Wallester has the right terminate the Payment Card Terms and Conditions as an extraordinary remedy without giving advance notice if:
 - 7.5.1. The Client and/or the Cardholder has provided false information to Wallester and/or Partner when applying for the Card or has failed to provide information known to the Client and/or the Cardholder affecting the performance of the Payment Card Terms and Conditions;
 - 7.5.2. *(Not applicable to the Clients and the Cardholders who are consumers)* The Card has not been used for Operations for six (6) consecutive months.

- 7.6. In addition to the cases stipulated in the Payment Card Terms and Conditions, Wallester has the right to terminate the Payment Card Terms and Conditions as an extraordinary remedy without giving advance notice on other statutory grounds.
- 7.7. The termination of the Payment Card Terms and Conditions shall not affect the collectability or satisfaction of financial claims arising prior to the termination of the Payment Card Terms and Conditions.

8. RIGHT TO CANCEL ("COOLING-OFF')

The Cardholder has a right to withdraw from the Payment Card Terms and Conditions under the following conditions:

- 8.1. Where you purchased the Payment Services then you have a "Cooling Off" period of 14 days beginning on the date of the successful registration of your Account and/or ordering the Card, to withdraw from the Payment Card Terms Conditions and/or the Agreement and to cancel the Payment Services, without any penalty but subject to deduction of any reasonable costs incurred by us in the performance of any part of the provision of services before you cancel. You must contact us within this 14-day period and inform us that you wish to withdraw from the Payment Card Terms Conditions and/or the Agreement, and you must not use the Payment Services. We will then cancel the Payment Services and reimburse the amount of Available Balance on the Account to you or, by your choice, will transfer the Available Balance to your other account opened with the Partner. However, we reserve the right to hold the Available Balance for up to 30 Business Days from receipt of your instructions before returning the balance, to ensure that details of all Operations have been received.
- 8.2. After the Cooling Off period you may only terminate the Payment Card Terms and Conditions as described in Clause 7.

9. EXPIRY OF CARD

- 9.1. No automatic renewal of the Card is made. Upon expiry of the Card, the Cardholder has to apply for a new Card.

10. YOUR PERSONAL DATA

- 10.1. The Partner is the Client's/Cardholder's data controller (i.e. the person which, alone or jointly with others, determines the purposes and means of the processing of personal data), except for activity related to the issuance of the Card. More information is available in the Privacy Policy that is available at the App and/or www.w1tty.com. Please read this document carefully and ensure you understand your rights.
- 10.2. For the Card issuance purposes and Operations related to the Card the Client's/Cardholder's data controller is Wallester. More information is available at <https://wallester.com/privacy>. Please read this document carefully and ensure you understand your rights.

11. REGULATION AND LAW

- 11.1. The Payment Services, the Card and the Account are payment services and not deposit, credit or banking products and are not covered by the deposit guarantee scheme.
- 11.2. These Payment Card Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of Estonia, and any dispute or claim in relation to these Payment Card Terms and Conditions shall be subject to the non-exclusive jurisdiction of the Estonian courts. However, if you reside outside of Estonia, you may bring an action in your country of residence and in accordance with the law of your country of residence (*applicable only to consumers*).

12. FINAL PROVISIONS

- 12.1. Wallester and the Client undertake not to disclose any information concerning the conclusion or performance of this Payment Card Terms and Conditions to third parties, except where it is necessary in the circumstances of processing the Card or Operations, or where it has been agreed so herein. Wallester and Partner have the right to exchange any information between them regarding the Payment Card Terms and Conditions, 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.
 - 12.2. Wallester has 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 Wallester's principles of processing client data.
 - 12.3. Supervision over Wallester's activities shall be carried out by the Estonian Financial Supervision and Resolution Authority (address: Sakala 4, 15030 Tallinn, telephone: +372 66 80 500, e-mail: info@fi.ee, website: www.fi.ee).
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