

## TERMS AND CONDITIONS OF THE CASHBACK PROGRAM

These Terms and Conditions of the Cashback Program set out terms and conditions for the customers of WITTY GLOBAL UAB who are eligible for special benefits hereunder.

### 1. DEFINITIONS

1.1. The capitalized terms used in these terms and conditions shall have the following meaning:

1.1.1. **App** – the application developed by the Company and installed by the Client into his/her device (e. g. a smartphone).

1.1.2. **Card** – means a payment instrument that is issued by the Company or its partner(s), and which the Client may use to perform Operations.

1.1.3. **Client** – an individual to whom the Company provides financial services under an agreement made between the parties and who is eligible to WITTY Benefits under these T&Cs.

1.1.4. **Company** – WITTY GLOBAL UAB, a legal entity registered in Lithuania with its registration number 305433923, registration address Jogailos g. 9, Vilnius, Lithuania. Data on the Company is accumulated and stored in the Register of Legal Entities of the Republic of Lithuania. The Company might be contacted through:

1.1.4.1. E-mail: [contact@w1tty.com](mailto:contact@w1tty.com);

1.1.4.2. Phone: +37066587253;

1.1.4.3. HQ office: Didžioji g. 18, LT-01128 Vilnius, Lithuania;

1.1.4.4. URL - <https://www.w1tty.com>.

1.1.5. **E-Money** – electronically stored monetary value as represented by a claim on the Company which is issued on receipt of funds for the purpose of making Transactions.

1.1.6. **E-Money Account** – an electronic record inside the System which allows to identify the Client, execute Transactions and contains information on the Transactions performed by the Client.

1.1.7. **Operation** – means using the Card to pay for goods and/or services or obtain information and/or cash withdrawal.

1.1.8. **Program Validity Period** – means a period of time during which the Client is entitled to the Cashback. The period begins on 14-01-2022 and expires on the day when the Company announces its end and informs the Clients about that. The Company reserves the right to unilaterally terminate WITTY Benefits at any time at its own discretion.

1.1.9. **Purchase** – means such a purchase, which has been made by the Client using the Card in online or physical stores.

1.1.10. **T&Cs** – these Terms and Conditions.

1.1.11. **Cashback** – means cashback of the monetary value to be credited upon doing the Purchase as per the offer criteria and the terms and conditions hereunder.

1.1.12. **Void Operation** – means any Transaction wherein the Transaction has taken place but has been cancelled by the merchant prior to settlement with the Company or its partner(s) that issued the Card.

1.1.13. **W1TTY Benefits** – as described in Clause 3.

Terms that are used but not defined in these T&Cs shall have the meanings ascribed to them in the W1TTY GLOBAL UAB General Terms and Conditions.

## **2. BINDING EFFECT**

2.1. These T&Cs regulate the provision of W1TTY Benefits by the Company to the Client.

2.2. By receiving W1TTY Benefits, the Client undertakes to be bound by these T&Cs.

2.3. Any additional terms and conditions which regulate the relationship between the Company and the Client that is not stated in these T&Cs, as well as any additional services or products that the Company provides or make available to the Client from time to time not covered by these T&Cs, may be subject to a separate agreement or annex executed between the Company and the Client. In case of any conflict between these T&C sand separate agreement or annex concluded between the Company and the Client, the terms of a separate agreement or annex shall prevail.

## **3. W1TTY BENEFITS**

### **3.1. Cashback plan**

3.1.1. 1% Cashback to be credited on the basis of the Purchase done using the Card by the Client in accordance with the following conditions:

3.1.1.1. The Purchase is made by the Client using the Card;

3.1.1.2. The amount of the Purchase, including VAT and other taxes, is 1 EUR or more;

3.1.1.3. The Purchase is made during the Program Validity Period.

3.1.2. The maximum amount of the Cashback to which the Client is entitled to per month is equal to 40 EUR.

3.1.3. The Client is not entitled to the Cashback for Void Operations.

3.1.4. The Cashback is credited to the Client's E-money Account in 45 calendar days since the date of the Purchase.

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

5.1. The Client shall have a right to receive these T&Cs and other annexes, rules and regulations on W1TTY Benefit provided in paper form or in other durable medium.

5.2. The Clients are prohibited:

5.2.1. to use the services of the Company for any unlawful or illegal purposes;

5.2.2. to use the services of the Company in a manner that may violate any applicable laws.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1. Accepting these T&Cs, as well as any their revised version, the Client represents and warrants on an ongoing basis that the Client:
- 6.1.1. information provided to the Company for the purpose of entering into these T&Cs is true and correct;
  - 6.1.2. it has all rights, powers and authority to enter into these T&Cs and to fully perform its obligations hereunder;
  - 6.1.3. use of the Services does not infringe law of the state where the Client is registered;
  - 6.1.4. does not perform, is not involved and has no intentions to use the services for any illegal purposes or prohibited activities under applicable laws.
- 6.2. The Company relies on the representations and warranties listed above when providing the services to the Client.

## **7. DATA PROTECTION**

- 7.1. For more details regarding the data protection and processing, please refer to the Privacy Policy of WITTY GLOBAL UAB.

## **8. T&Cs CHANGES**

- 8.1. **Without prejudice to other provisions of these T&Cs, the Company reserves the right to unilaterally change these T&Cs at any time at its own discretion.**
- 8.2. A revised edition of these T&Cs will be provided to the Client or the Client will be informed where a revised edition of T&Cs is available for familiarization.
- 8.3. In the event that the Client disagrees with the proposed changes to these T&Cs, the Client has the right to terminate these T&Cs free of charge and with effect at any time until the date of their proposed date of entry into force. The Client's notice rejecting changes to these T&Cs will be deemed as a notice of termination of these T&Cs. Upon termination of these T&Cs, the Client loses his or her right to receive W1TTY Benefits.
- 8.4. The Client is not entitled to unilaterally change, amend or alter provisions of these T&Cs.

## **9. ASSIGNMENT**

- 9.1. The Client may not novate, assign, transfer, sub-contract or otherwise grant any rights, obligations, claims or legal interest under these T&Cs.
- 9.2. The Company reserves the right to assign the rights and obligations under these T&Cs to any subsidiaries, affiliates or any third parties at any time without the Client's consent, provided that such an assignment will be in compliance with the applicable laws and regulations.

## **10. NO WAIVER**

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

right, power or remedy.

**11. GOVERNING LAW**

- 11.1. Unless the applicable laws provide otherwise, the construction, validity and performance of these T&Cs, as well as any rights, obligations, claims or disputes arising out of them shall be governed in all respects by the laws of the Republic of Lithuania without recourse to the conflict of laws rules regardless of the venue or jurisdiction in which a dispute arises.

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