



GENERAL TERMS AND CONDITIONS

1. General Provisions

1.1. These General Terms and Conditions (the ‘**Agreement**’) are our public offer to enter into a contract for financial services offered by Walleto. When accepted in accordance with Section 3 of the Agreement, it establishes the relationship between Walleto and the Client and set out the rights, obligations and other conditions applicable to the Parties with regards to the Services provided by Walleto.

1.2. In addition to the Agreement, the relationship between Walleto and the Client is also regulated by the following documents that are considered as integral parts of the overall arrangement:

1.2.1. Service Conditions that are applicable when the Client is using a specific Service and available at <https://walleto.eu/important-information/>;

1.2.2. Commission Fees available at <https://walleto.eu/pricing/>;

1.2.3. Privacy Policy available at <https://walleto.eu/privacy-policy/>;

1.2.4. any additional agreements concluded within the framework of the Agreement between Walleto and the Client;

1.2.5. Supplements, annexes and attachments to the documents listed in clauses 1.2.1–1.2.4.

1.3. The documents listed in clauses 1.2.1–1.2.5 contain special provisions under which the Client and Walleto agree on the usage of respective Services specified in these documents. Conditions set therein are special provisions which prevail over other provisions of the Agreement.

1.4. By registering on the System the Client confirms that they understand that the Agreement and other integral parts of it along with the Privacy Policy are of high importance and are to be carefully read by the Client before deciding to use Walleto provided Services.

1.5. The Agreement enters into force and is valid indefinitely when the Client expresses consent to comply with it and finishes the registration process in the System. Service Conditions apply when the Client begins using a specific Service. Other integral parts of the Agreement may come into force under different conditions as detailed therein.

1.6. In accordance with the provisions of the Agreement, Walleto provides the following Services:

1.6.1. issuing and redemption of electronic money;

1.6.2. services enabling cash to be placed on an Account as well as all the transactions required for operating an Account;

1.6.3. services enabling cash withdrawals from an Account as well as all the transactions required for operating a payment account;

1.6.4. currency exchange.

1.7. Other Services offered by Walleto are described in and provided under the Service Conditions and other documents described in clause 1.3 of the Agreement.

2. Definitions

2.1. **Account** – the account opened in our System for your use;

2.2. **Business Day** – any day other than a Saturday or a Sunday or a public or bank holiday in Lithuania;

2.3. **Client, you or your** – the natural person or legal entity accepting the Agreement for the use of our Services;

2.4. **Commission Fee(s)** – a fee charged by us for a payment operation and/ or related Services. The Commission Fees for our Services and operations are publicly available at <https://walleto.eu/pricing/>. The Commission Fees are confirmed and changed in accordance with the procedure established by the Agreement;

2.5. **Confidential Information** – any information which is marked as “Confidential” or “Proprietary” or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the

foregoing, the terms of the Agreement as well as business plans, data, strategies, methods, client and client lists, technical specifications, transaction data and customer data shall be deemed confidential;

2.6. **Consumer** – the natural person who uses the Services under the Agreement and does not pursue aims which are not consistent with business, commercial or professional activity of this person;

2.7. **EEA** – European Economic Area;

2.8. **Electronic Money / Funds** – electronically, including magnetically, stored monetary value as represented by a claim on Walletto. Electronic Money is issued on receipt of funds for the purpose of making Payment Transactions, and is accepted by a natural or legal person other than Walletto. For the ease of reference in the Agreement when referring to electronic money stored on your account we will use the term ‘Funds’;

2.9. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

2.10. **General Terms and Conditions / Agreement** – present General Terms and Conditions. With reference to the General Terms and Conditions including its other integral parts applicable to the relationship between the Parties, we shall refer to them as the ‘Agreement’;

2.11. **KYC** – “Know your Customer” process, during which the Client is identified and verified;

2.12. **Parties** – the parties to this Agreement, i.e. Client/you and Walletto/us;

2.13. **Payer** – a natural or legal person submitting a Payment Order;

2.14. **Payee** – natural or legal person who is indicated in the Payment Order as the recipient of funds;

2.15. **Payment Instrument(s)** – a personalized device (item) and / or certain procedures agreed between the Parties which are used by you for the initiation of the Payment Order;

2.16. **Payment Order** – any instruction by a Payer or Payee to his service provider requesting the execution of a Payment Transaction;

2.17. **Payment Transaction(s)** – an act, initiated by the Payer or on his behalf or by the Payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the Payer and the Payee;

2.18. **Security Credentials** – any personalized features that you create or receive and use for access to the Account or initiation and management of separate Services provided by us and/or initiation, authorization, implementation, confirmation and reception of payment operations;

2.19. **Service Conditions** – means an integral part of the Agreement between the Parties and refer to the particular conditions of provision of a particular Service;

2.20. **Service(s)** – payment and e-money services identified in clauses 1.6.1–1.6.4 of this Agreement or other Services provided by us;

2.21. **System** – an electronic system used for the provision of Services accessible via means of remote communication or the Internet.

2.22. **Unique Identifier** – a combination of letters, numbers and symbols (e.g. an IBAN format number) that we, as a payment service provider, may issue to you to unambiguously identify you and/or your account for Payment Transactions. Within the Agreement, depending on context, the term may also refer to identifiers issued to Payers or Payees of Payment Transactions you receive or make.

2.23. **Walletto, we, our, or us** – is UAB “Walletto”, company code 304686884, registered office: Žalgirio str. 92-805, 09303 Vilnius, Lithuania, email: info@walletto.eu, website address: www.walletto.eu. Walletto is registered in the Register of Legal Entities of the Republic of Lithuania and owns an electronic money institutions license No 33, issued by the Bank of Lithuania on 29 March 2018. The Bank of Lithuania supervises Walletto. You can find more information about the supervisory authority by clicking this link <https://www.lb.lt/en/>.

3. Registration on the System

3.1. In order to gain access to the Services and the System, the Client must first submit an application to open an Account and provide information and documents we request for our KYC process. The Client agrees and that we have the right to demand additional data and information to ensure identification and verification procedures.

3.2. We reserve the right to demand the documents to be translated, legalized, or confirmed with Apostille, unless legal acts state otherwise.

3.3. The Client shall be solely responsible for providing the information and documents we request. All costs regarding provision of requested documents are covered by the Client.

3.4. The Client shall be responsible for ensuring that all information provided during or at any time after the registration process is accurate and correct. The Client is aware that they are held responsible and bear any losses that may occur due to submission of invalid documents or information.

3.5. We reserve the right to refuse to provide the Services on the basis of any of the following conditions:

3.5.1. if the Client does not provide the information and documents requested or provides inappropriate, flawed or not substantiated documents or information;

3.5.2. if it would be prohibited under the conditions stipulated in the Agreement, Service Conditions, other integral parts, or established under the applicable legislation, regulatory guidelines or rulings, business practices;

3.5.3. at our sole discretion based on internal policies and / or procedures. Walleto may provide an explanation for this decision, however, we reserve a right that we may also do so without giving any reason, but we guarantee that a refusal to register you will always be based on important reasons even when we may not be able to or have no right to disclose them.

3.6. After we have verified the documents and information provided by you, without prejudice to clause 3.5 above, you shall have the right to start using the Account and our Services. Logging into the System with provided Walleto Security Credentials, shall be expression of your acceptance and consent of the conditions of the Agreement and the beginning of our business relationship.

3.7. If you are a natural person, the following conditions also apply to the registration process:

3.7.1. you are aware that Walleto provides Services to persons who have reached 18 (eighteen) years of age;

3.7.2. you intend to use our Services and the Account of a natural person is opened for your business purposes such as receiving income from a business relationship, etc., unless there are appropriate supporting documents (business certificate, certificate of individual activity, etc.). If the Client violates this clause, Walleto has the right to terminate the Agreement.

3.7.3. you have the right to open one account unless we expressly approve the opening of any additional accounts.

3.8. In conjunction to clause 3.7 the Client who is a natural person (Consumer), shall use Walleto provided Services for their personal needs only. If Walleto before/after Account registration in the System establishes that the Client who was identified as a Consumer uses Walleto provided Services for their business, commercial or professional benefits, the Client shall no longer be considered a Consumer.

4. Issuance and redemption of Electronic Money

4.1. Your Account allows you to deposit, transfer, hold funds in the Account for transfers, execution of local and international money transfers, payment of contributions, as well as to receive money in the Account, pay for goods and services and perform other operations directly related to Payment Transactions. You may use our Services only if you finished the procedure described in Section 3 of the Agreement.

4.2. By using our Services, you confirm that:

- 4.2.1. Incoming funds are not obtained as a result of unlawful actions, including but not limited to prohibited activities;
- 4.2.2. Incoming funds will not be used for illegal purposes.
- 4.3. Funds in your Account are considered Electronic Money that we issue after you transfer or deposit money to your Account. When you deposit or transfer funds to your Account and they are received by us, we credit them to your Account, at the same time issuing Electronic Money at face value. Electronic Money is credited and stored in your Account.
- 4.4. You choose the specific method of depositing or transferring funds to your Account by selecting a certain method/function in the Account, which provides instructions on how to deposit money for each Payment Instrument.
- 4.5. The nominal value of Electronic Money corresponds to the value of the money deposited or transferred to your Account (after deducting the standard Commission Fee applicable to a specific Payment Instrument).
- 4.6. The Electronic Money held in your Account is not a deposit and under no circumstances do we pay any interest on the Electronic Money held in your Account and do not provide any other benefits related to the Electronic Money storage period.
- 4.7. At your request, Electronic Money held in your Account will be redeemed at their nominal value at any time, unless the Parties agree otherwise.
- 4.8. You submit a request for redemption of Electronic Money by generating a Payment Order to transfer Electronic Money from your Account.
- 4.9. No special conditions for the redemption of Electronic Money that differ from the standard conditions for transfers made in your Account and other Payment Transactions apply. You choose the amount of Electronic Money to be redeemed or transferred.
- 4.10. There is no additional charge for redeeming Electronic Money. When redeeming Electronic Money, you pay a standard Commission Fee for the transfer or withdrawal of money, which depends on the method of transfer or withdrawal of Electronic Money you have chosen. Standard fees apply for money transfers or withdrawals.
- 4.11. Funds in your Account are safeguarded in accordance with the applicable requirements of legal acts. We may safeguard your Funds by segregating them from own Walleto funds by one of the two methods chosen at our own discretion and internal procedures:
- 4.11.1. depositing them in a separate account in a credit institution of the Republic of Lithuania (including a branch of a foreign credit institution established in the Republic of Lithuania), an EEA credit institution, the Bank of Lithuania or an EEA central bank;
- 4.11.2. investing in secure, liquid low-risk assets in accordance with the procedure laid down by legal acts of the competent authority.

5. Restriction of Services

- 5.1. The Account may be blocked by the Client's initiative if the Client submits a respective request to us. We have the right to demand that the request submitted by the Client's oral request to block the Account be subsequently approved in writing or in another manner acceptable to us.
- 5.2. If we have reasonable doubts that the request indicated in the clause 5.1 of the Agreement is not submitted by the Client, we have the right to refuse to block the Account. In such cases, we shall not be liable for any losses that may result from the failure to comply with the said request.
- 5.3. Any suspension of the Client's Account shall also automatically suspend other associated Services, including any Payment Instruments if such are given to the Client.
- 5.4. We have the right to temporary suspend or permanently block the Account or provision of Services (e.g., the execution of Payment Transactions, the crediting of funds to the Account, operations of a Payment Instrument et al.) in whole or in part:
- 5.4.1. if there are objectively justified reasons related to the security of the Funds and / or Payment Instrument of the Account, the alleged illegal or unfair use of the funds and / or Payment Instrument in the Account;
- 5.4.2. in the event that you do not comply with the Agreement;

- 5.4.3. in the event that we have reasonable suspicions that the Funds in the Account may be used for illegal activities, including, but not limited to, the performance of criminal activities;
- 5.4.4. on other grounds established by the legal acts of the Republic of Lithuania and / or in the cases specified in the additional agreements concluded by us.
- 5.5. We undertake to inform you about suspected or actual fraud or threat to the security of the Services in your personal Account by telephone or e-mail, by post or any other means which is secure and appropriate at the time.
- 5.6. We shall cancel the restrictions put in place in accordance to the Agreement when the reasons for the suspension cease to exist.
- 5.7. We shall not be held liable for losses incurred as a result of suspension of Services.

6. Commission Fee and currency exchange

- 6.1. Services provided by us are paid Services. The Commission Fees of our Services are an integral part of the Agreement. Commission Fees for Services are listed on our website at <https://walleto.eu/pricing/>.
- 6.2. Our standard Services are charged in accordance with this Agreement and the Commission Fees. Services that are not defined here and / or in the Commission Fees webpage or when we agree upon different Commission Fees under separate agreements, you will be charged at individual prices that you will be notified of before using such Services. Therefore, the Commission Fees on our website may not be applicable and shall instead follow the pricing presented in durable media via agreed communication channels (for example e-mail).
- 6.3. By confirming that you have read through the Agreement you also confirm that you have carefully studied the Commission Fees and terms Services, including other Services provided by us.
- 6.4. All Commission Fees payable by you will be deducted from your Account balance. If your Account balance is insufficient or your Account balance becomes negative, we reserve the right to bill you for any deficiencies/shortfall.
- 6.5. If your Account balance is insufficient and in accordance with clause 3.7.3 we approved the opening of any additional accounts, we reserve the right to deduct Commission Fees from any other opened accounts.
- 6.6. You ensure the sufficient amount of Funds in your Account to allow us to deduct it as a Commission Fee. If we do not have the possibility to deduct the Commission Fee payable for the Services provided from the balance of your Account, we will issue a separate invoice for the amount of the debt. Invoices shall be paid within 10 (ten) days from the date of issue of the invoice. In the event of late payment, we reserve the right to charge 0.02 % interest and / or terminate the Agreement immediately upon written notice to you.
- 6.7. In the event that there are insufficient Funds in your Account to execute the Payment Transaction and pay the Commission Fee, we have the right to refuse to execute the Payment Transaction.
- 6.8. Unless otherwise stated, Commission Fees are in Euros.
- 6.9. Exchange rates will be provided to you prior to the execution of your Payment Order.
- 6.10. The Currency exchange is based on the exchange rate of European Central Bank (https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html) and are valid at the time of conversion.
- 6.11. We may apply the changed base exchange rate immediately without notice.
- 6.12. In the event that the currency in which the Payment Transaction is made is different from the currency in which the Account is debited, the conversion of such currencies shall be carried out in accordance with European Central Bank rate effective at the time of transaction. The European Central Bank rates are published on https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html.

7. Communication

7.1. The Agreement, all information about any changes to the Services and the Commission Fee information are in English and Lithuanian. You acknowledge that all communication between us and you will be in English unless another acceptable language is agreed on.

7.2. Information is provided to you in the following ways:

7.2.1. the information may be provided in person, through our System, sent by mail, e-mail, telephone and other means of telecommunications, including electronic means;

7.2.2. the information may be published on our website, and we may also provide the information in the press, social media or other media. It is considered that the information provided to the public has been duly communicated to you, except in cases of mandatory requirements of the laws and other legal acts of the Republic of Lithuania and / or cases where we are obliged to inform you personally.

7.3. You acknowledge that any communication between us and you will primarily take place through the System and e-mail. Disclosure of any information in our account and e-mail means that the information provided is relevant and effective.

7.4. You acknowledge that communication through the System will only take place if you enter in your personal account the login details or other requested personal Security Credentials we have provided to you for the purpose of authenticating you as a Client.

7.5. Possible communication by e-mail is performed between our e-mail specified on the website and your e-mail that you provided during registration. E-mail message is considered to be duly delivered on the following Business Day.

7.6. If you communicate by phone, you will be verified based on your data. Telephone communication between us and you is possible during our working hours. The message is considered to have been properly transmitted by telephone at the time of the conversation with you.

7.7. When communicating by mail, letters are delivered to the other party's address. The letter will be considered to have been duly served on the third day after sending out, even if notification that the letter cannot be served to the other party or that the other party has rejected the letter or has not withdrawn it within the prescribed time limit, even if the addressee was unaware of the letter.

7.8. Information published on our website, in your Account, as well as publicly disclosed information is deemed to have been properly served on the date of publication / publication of such information.

7.9. You ensure to check the indicated e-mail, phone, postbox, dedicated section of our System, our website any other instruments for receipt of notifications. These actions shall be performed in order to notice notifications of amendments of legal documents or important information in a timely manner.

7.10. You agree that we may record, as per requirements stated in the applicable law, any ongoing communication between us and you, using any technical means available, and archive all records, as well as copies of any information and documents we receive from you and third parties. You are informed that we may use this information at any time for the purposes set out in the Agreement or to ensure that the Agreement is complied with.

7.11. You have the right to receive information about the Agreement and the Agreement in paper form or on any other durable medium on which we may provide such information.

7.12. You ensure the provided contact data (post address, phone number, email address) is updated. If your contact data is outdated and we fail to submit notifications or we submit a notification and you refuse to communicate with us, all the consequences related on this failure shall fall on you.

7.13. You shall immediately inform us about circumstances important for execution of the Agreement and submit corresponding documents (e.g. name/surname/company name changes, contact data change, etc.).

7.14. We are fully committed to meeting our obligations in order to combat money laundering, financing of terrorism, financial fraud and other legal obligations assigned by the governing institutions. Therefore, we at our sole discretion, at any time may request the Client to submit additional documents or information. We have the right to demand additional information/documents related to the transactions executed by the Client or request the Client to update the Client's KYC questionnaire.

7.15. If the Client does not provide requested documents or information within a reasonable set of time, we reserve the right to fully or partially suspend the provision of our Services.

8. Prohibited activities

8.1. When using our Services, you are prohibited from receiving or making payments in connection with:

- 8.1.1. Unlicensed financial institutions, including unlicensed currency exchange houses and money transmitters;
- 8.1.2. Persons involved in unlawful internet gaming business;
- 8.1.3. Customers whose business type or practices are included into the International Card organisations prohibition list;
- 8.1.4. Illegal activities, products & services, for instance, illegal gambling services (including, but not limited to, illegal online casinos, sports betting, betting, reverse auctions and lotteries);
- 8.1.5. Any service providing peripheral support of illegal activities (i.e. Prescription drugs, prohibited substances or components thereof; drug paraphernalia);
- 8.1.6. Weapons, firearms, munitions of any sort;
- 8.1.7. Production or trade in tobacco;
- 8.1.8. Trade in wildlife or wildlife products;
- 8.1.9. Trafficking of human or related actions;
- 8.1.10. Production or trade in radioactive materials;
- 8.1.11. Trading of animal fur, bones and ivory;
- 8.1.12. Marijuana, including in medical user;
- 8.1.13. Donations, Charities, Non-profit organizations with the exception of 1) well-established and reputable international charity organizations; 2) charities registered in the European Economic Area;
- 8.1.14. Adult related to Bestiality, Child pornography, Necrophilia, Rape and other banned content;
- 8.1.15. Any other goods or services the sale, supply, delivery, offer or marketing of which is prohibited or restricted in the jurisdiction of the Seller or in any jurisdiction in which any of its customers is located;
- 8.1.16. Protected works of art, history and culture;
- 8.1.17. Quick enrichment schemes, Ponzi schemes, snowball schemes, investment clubs or similar activities;
- 8.1.18. Escort services;
- 8.1.19. Mass email services, SMS services or customer marketing lists;
- 8.1.20. Restricted electronics (e. g, cable television decoders, radars, and surveillance equipment).

8.2. We may change or extend the list of prohibited goods or services referred to in clause 8.1.1-8.1.20 at any time by notifying you. If you supply goods or services that are subject to a subsequent extension of the list referred to in clauses 8.1.1-8.1.20, you shall immediately cease to make payments for such goods or services.

8.3. In the event that you fail to comply with our notice, we reserve the right to terminate the business relationship and the validity of the Agreement.

8.4. If you are in doubt as to whether your goods or services fall into any of the categories listed, you should first consult with us before offering/paying for such goods or services.

9. Changes to the Agreement, its integral parts and Commission Fees

- 9.1. The Agreement may be amended from time to time.
- 9.2. We reserve the right to unilaterally change the Agreement and its integral parts, including but not limited to applicable Commission Fees, Service Conditions etc.
- 9.3. We undertake to inform you of any changes to the Agreement, applicable Commission Fees and / or Service Conditions that aggravate your situation (e.g. increase existing Commission Fees):
 - 9.3.1. at least 60 (sixty) calendar days in advance if you are a natural person (Consumer);
 - 9.3.2. at least 30 (thirty) calendar days in advance if you are a legal person;
- 9.4. In respect to clauses 9.2–9.3, we will personally notify you of any applicable changes by the means specified in Section 7 of the Agreement.
- 9.5. If you do not agree to the proposed changes, you have the right to terminate the Agreement immediately and free of charge before they take effect.
- 9.6. We have the right to change the Agreement, its integral parts, the applicable Commission Fees and / or the Service Conditions for important reasons and without notifying the terms specified in Clause 9.3 of the Agreement. In such cases, we will immediately notify you of any changes to the Service by posting the information on our website and / or by mail and / or e-mail. In this case, you have the right to terminate the Agreement immediately by notifying us in writing or in any other manner agreed between us and you of the termination of the Agreement.
- 9.7. Termination of the Agreement does not release you from our obligations arising before the date of termination of the Agreement for their proper performance.
- 9.8. If you do not use your right to terminate this Agreement in accordance with the clauses 9.5 or 9.6 of the Agreement, you shall be deemed as accepted the changes to the Agreement, applicable Commission Fees and / Service Conditions made. If you agree with the changes to the Agreement, its integral parts, applicable Commission Fees and / or the Service Conditions, then you are not entitled subsequently to submit to us your objection and / or claims regarding the content of such changes.

10. Validity, termination and account closure

- 10.1. If you are a natural person (Consumer), you have the right to terminate this Agreement without any additional fees specified in the Commission Fees webpage. This clause applies only if you notify us within 14 (fourteen) days starting from the beginning to the business relationship.
- 10.2. You have the right to terminate this Agreement by notifying us in writing 30 (thirty) days in advance. You may also terminate this Agreement free of charge at any time before the proposed effective date of the amendments to the Agreement in accordance with the procedure set forth in Section 7 of the Agreement.
- 10.3. We reserve the right to terminate the Agreement from the date of notice to you if:
 - 10.3.1. you file a petition for bankruptcy, become insolvent, or make any arrangement or composition with or assignment for the benefit of its creditors, or a receiver is appointed for you or your business, or you into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily (applicable for legal entities);
 - 10.3.2. you violate the Agreement or act in violation of the Agreement and do not provide remedies within the time period specified by us;
 - 10.3.3. we have reasonable grounds to suspect that you or a person authorized to act on your behalf are acting in a manner inconsistent with generally binding legal requirements, good morals, fair dealing, anti-money laundering conditions, or that your circumstances have changed materially to ensure compliance with the Agreement;
 - 10.3.4. you have outstanding obligations to us;
 - 10.3.5. competent authorities (the police, Bank of Lithuania or others) instructs us to terminate a business relationship with you;

- 10.3.6. the information provided by you and used in the Agreement appears to be false, incomplete, inaccurate and incomprehensible;
- 10.3.7. it has been proven that your fraudulent activities were related to the use of your Account or that you and / or your employees have been prosecuted for fraudulent activities;
- 10.3.8. if we continue to provide our Services to you, we will violate the rules or recommendations of our supervisory authority / partners, industry standards, or may impair our reputation.
- 10.4. In the event of possible money laundering or terrorist financing, when you must provide additional documentation to meet the requirements for enhanced customer identification. During this waiting period, we have the right to suspend the use of the Account and if the you do not respond within 45 (forty-five) days of such request, we have the right to terminate the business relationship.
- 10.5. For other reasons, we have the right to terminate the Agreement and its supplements by:
- 10.5.1. giving you 60 (sixty) days notice of termination if you are a natural person (Consumer);
- 10.5.2. giving you are 30 (thirty) days notice of termination if you are a legal person.
- 10.6. Termination of the Agreement shall not relieve the Parties of any obligations to each other arising prior to the date of termination of the Agreement for the proper performance thereof.
- 10.7. If your Account has not been active for more than 12 (twelve) months, depending on the circumstances we reserve the right to act accordingly to the following situations:
- 10.7.1. if there are no Funds on the Account we may terminate the Agreement and close the Account automatically. We will notify you of our intentions in accordance to Section 7 of the Agreement;
- 10.7.2. if there are Funds on the Account, which are less than the Account closure fee, you will be informed by means stated in Section 7 of the Agreement. If, however, after our report you do not resume to use our provided Services, we reserve the right to apply Account closure fees and close your Account automatically.
- 10.7.3. if there are Funds on the Account we shall contact you in accordance to Section 7 of the Agreement. If, however, after our inquiry, you do not withdraw the Funds, we reserve the right to charge an inactive account administration fee (published in the webpage with Commission Fees). This fee is used to cover the administration costs of an unused Account until the Account balance becomes empty and is automatically closed;
- 10.8. In events described in clauses 10.7.1–10.7.3 and in accordance with clauses 6.4–6.6 we reserve the right to issue an invoice to cover the missing difference for Account closure fee.
- 10.9. Provided that you terminate the Agreement and apply with the request to close your Account and delete your Account from our System, or we terminate the provision of our Services to you and delete your Account from our System in cases provided in the Agreement, Funds held on your Account shall be transferred to your bank account or to the account in another financial institution indicated by you. We have the right to deduct from these Funds the amounts that is owed to us (for Services provided by us and expenses which have not been paid by you, including but not limited to, fines and damages incurred by us due to a breach of the Agreement committed by you, which have been imposed by financial institutions and (or) other competent authority of state). In the event of a dispute between us and you, we have the right to detain Funds under dispute until the dispute is resolved.
- 10.10. In case we fail to repay the Funds to you due to reasons beyond our control, you shall be notified thereof immediately. You shall immediately indicate another account or provide additional information necessary to repay the Funds.
- 10.11. In situation when the Client fails to provide information of a bank account or another financial institution to which remaining Funds are transferred, we shall transfer these Funds to an internal account of Walleto until further instructions from the Client (Commission Fees and expenses may be deducted from these Funds, including but not limited to damages incurred by us due to a breach of the Agreement committed by the Client). The Client consents to such transaction and confirms that the decision of Walleto to transfer remaining Funds to Walleto's internal

account shall not fall under definition of an unauthorized transaction since these actions shall be performed with the authorization issued with the confirmation of this Agreement and the Clients failure to ensure proper communication in accordance with Section 7.

10.12. Following the situation described in clauses 10.10-10.11, the Client shall have 3 (three) years from the date of termination of the Agreement to submit a request in writing for the remaining Funds to be transferred to an account opened with another payment service provider. The Client shall take full responsibility that if a written request to Walletto is not submitted within 3 (three) years from the date of termination of the Agreement under which the Account was opened and Services provided, the Client will lose the right to reclaim aforementioned Funds belonging to the Client and safeguarded by Walletto.

11. Security requirements for the Account use

11.1. You are responsible for the safety of devices used to log in to the Account, you shall not leave them unattended, in public places or otherwise easily accessible to third persons.

11.2. It is prohibited to connect to your Account using the services of a layered router (TOR network), constantly connecting from an Internet Protocol (IP) address in different countries.

11.3. It is recommended to update software, applications, anti-virus programs, browsers and other programs in time.

11.4. It is recommended to protect devices with passwords, PIN codes or other safety instruments.

11.5. You shall carefully evaluate incoming e-mails, messages, even if Walletto is listed as the sender. We shall never ask our Clients to download attachments or install software. Fraud e-mail attachments may contain viruses that could harm your device or compromise your Account.

11.6. It is recommended not to click on unknown links, open unknown documents, install software or application from unknown, unreliable sources or visit unsafe websites.

11.7. Walletto draws your attention that we shall never:

11.7.1. contact you anonymously through unofficial communication channels;

11.7.2. contact you and claim that your Funds are in danger;

11.7.3. pressure you into making thoughtless actions or provide sensitive data;

11.7.4. send you links to websites where sensitive data can be provided;

11.7.5. provide guidance to perform payments to persons unknown to you.

11.8. If you notice any suspicious activity on the Account and think that third persons may have logged in to the System for the using of the Services, you shall:

11.8.1. immediately inform us thereof and request to block your Account;

11.8.2. in order to continue to use the Account, you shall change the password, use other additional Account confirmation instruments or use safer instruments and delete unsafe additional login confirmation instruments.

12. Liability of the Parties

12.1. Each Party is liable for all fines, forfeits, and other losses which the other Party incurs due to violation of the Agreement by the guilty Party. The guilty Party undertakes to reimburse direct damage incurred due to such liability to the affected Party.

12.2. If the Payment Transaction is executed incorrectly, we will only be liable through our own fault. We are not responsible for the mistakes of third-parties.

12.3. It should be stressed that we do not guarantee uninterrupted Services. Our Services may be affected by many factors beyond our control. We shall put large efforts to ensure fluent Service provision. However, we are not held liable for information services, billing systems or any other services, provided by third parties which Walletto does not have direct control of.

12.4. If you initiate a Payment Order, the Payment Order shall be executed by identifying the Unique Identifier, such Payment Order shall be deemed duly executed if it has been executed in accordance with the specified Unique Identifier. We have the right, but not the obligation, to verify

that the Unique Identifier provided in the Payment Order we receive corresponds to the name and surname of the account holder.

12.5. If the Unique Identifier is presented to us with the account to be credited or debited from the Account, the Payment Order is deemed to be executed properly if it was executed according to the specified Unique Identifier. If we carry out the said inspection (for example, in the prevention of money laundering risk) and find out clear mismatch between the Unique Identifier submitted to us and the account holder's name, we shall have the right not to execute such a Payment Order.

12.6. We are responsible for a duly initiated Payment Order in accordance with this Agreement and / or additional agreements signed by the Parties.

12.7. If you (the Payer) properly initiate the Payment Order and the Payment Transaction is not executed or executed incorrectly, we will immediately and free of charge take steps to trace the Payment Transaction and inform you about the search results.

12.8. You are solely responsible for the execution of your tax obligations;

12.9. We are responsible for non-application of the commissions or non-refund of the already paid Commission Fee in case the Payment Order has not been executed or improperly executed due to our fault.

12.10. We are only liable for your direct losses related to a non-executed Payment Order or an incorrectly executed Payment Order.

12.11. We are not responsible for claims between the Payee and the Payer and we do not deal with such claims. You can only make a claim against us for non-performance or improper performance of our obligations.

12.12. The limitations of our liability do not apply if such limitations are prohibited by applicable law.

12.13. The conditions for refunding the amount of Payment Transactions initiated by the Payee or the Payee shall be the same as those established in the Law on Payments of the Republic of Lithuania, unless the Parties have agreed otherwise.

13. Force Majeure

13.1. Under no circumstances shall a Party be liable for non-compliance with the Agreement if the Party proves that the Agreement has not been performed due to force majeure circumstances, which shall be proved in accordance with the procedure established by law. The Party shall notify the other Party in writing about the circumstances of force majeure within 10 (ten) calendar days from the date of occurrence of such circumstances.

13.2. Without limiting clause 13.1, we shall not be liable for any failure of any IT system, communication system or payment system, whether such failure is caused by a failure of hardware or software. This does not apply to failures of our systems or systems under our direct technical control and access if we have not complied with safeguards against their failures under the business continuity plan in accordance with common industry practice and have failed to reasonably mitigate the consequences of the failure.

14. Representation and Warranties

14.1. You represent and warrant that:

14.1.1. if you are a corporate entity, you are validly incorporated and lawfully exist under the laws of the jurisdiction of incorporation or any country or territory in which you conduct business;

14.1.2. your execution of and performance under the Agreement in no way breaches, contravenes, violates or in any manner conflicts with any legal obligation including, without limitation, your corporate charter or similar document or any agreement between you and any third-party or any affiliated entity;

- 14.1.3. you have obtained and will maintain all necessary consents, authorisations, permissions and other facilitating acts in order to lawfully perform your obligations under the Agreement and its integral parts;
- 14.1.4. you may lawfully conduct your business in any country or territory into which you sell, provide, deliver, promote or market your goods or services that you have obtained all necessary authorisations, clearances, licences or consents to do so;
- 14.1.5. all information provided by you to us in connection with your application and the Agreement is and remains complete and accurate;
- 14.1.6. the person entering into the Agreement and its integral parts on your behalf is duly authorised to do so;
- 14.1.7. you do not offer and do not intend to offer goods or services prohibited under Section 8;
- 14.1.8. you will always comply with your obligations under the Agreement and its integral parts in accordance with applicable law.

15. Personal Data Protection

- 15.1. Each Party, when acting as data controller (as defined in the GDPR, hereinafter the “Data Controller”), shall process personal data in accordance with applicable data protection laws.
- 15.2. Where one Party acts as the data processor (as defined in the GDPR, hereinafter the “Data Processor”) of personal data which is processed by the other party as the Data Controller, the Data Processor shall at all times follow the Data Controller’s reasonable instructions with regards to the personal data processed.
- 15.3. The processing of personal data, data subjects and their rights, conditions for the storage of personal data are defined in our Privacy Policy available at <https://walleto.eu/privacy-policy/>.

16. Confidentiality

- 16.1. During and after the validity of the Agreement, each Party will use and reproduce the Confidential Information of the other party only for the purposes of the Agreement and only to the extent necessary for this purpose. Information to your employees, consultants or independent contractors on need to know basis can be provided only prior to signing non-disclosure consent.
- 16.2. Notwithstanding the foregoing, a Party shall not be deemed to have breached the confidentiality provisions if required to do so by law or by order of a competent court or governmental authority.
- 16.3. No obligation of confidentiality shall apply to information which:
 - 16.3.1. is in the public domain or becomes public knowledge without the action of the other Party;
 - 16.3.2. is known to the receiving Party without restriction before being received from another Party by its own independent sources as evidenced by written records of such Party and not directly or indirectly required by the other Party;
 - 16.3.3. is obtained by a Party from any third-party legally entitled to transmit such information, without any obligation to keep such information confidential; or
 - 16.3.4. is created independently by employees or agents of the receiving Party, provided that such Party can demonstrate that their employees or agents did not have access to the Confidential Information.

17. Money redemption in case of termination of Walleto

- 17.1. You are informed that our strategy is to maintain and grow as an electronic money institution, however, there may be circumstances which may impact our growth strategy.
- 17.2. As required by regulation of Republic of Lithuania, in case we stop operating as an electronic money institution, according to Article 15 of Electronic Money and Electronic Money

Institution Law, we ensure that your Funds are safe. Fund security shall be ensured in accordance with clause 4.11 of the Agreement.

17.3. In the unlikely events, we ensure to inform you of such possible situation before hand and shall redeem the Funds (their nominal value) to another financial institution of your choice. In order to guarantee the redemption of Funds, you have the obligation to ensure proper communication with us in accordance with Section 7 of the Agreement.

18. Applicable law and dispute settlement

18.1. The Agreement is drawn up and interpreted in accordance with Lithuanian law. Lithuanian law applies to the conditions not covered by the Agreement.

18.2. The disputes between you and us shall be solved through negotiations and in accordance with Section 7.

18.3. In the event that the dispute cannot be resolved through negotiations, you may file a complaint by mail or e-mail, stating your name, contact details and relevant information showing why we have violated your legal rights and interests. You may add other available evidence to substantiate the need for such a complaint. To file a formal complaint, email us complaints@walletto.eu. We will provide an answer within 15 (fifteen) Business Days of receiving your question, unless in exceptional cases where it is not possible to provide an answer within 15 Business Days, we may take up to 35 (thirty-five) Business Days to respond and notify you separately.

18.4. If you are a Consumer and you consider that your complaint has been resolved incorrectly, you have the right to complain directly to the institution supervising us - the Bank of Lithuania. A complaint to the Bank of Lithuania can be submitted in the following ways:

18.4.1. via the electronic dispute resolution tool E-Government Gateway;

18.4.2. by filling in the user's application form, which can be found on the Bank of Lithuania's website and sending it to the Law and Licensing Department of the Bank of Lithuania, Totorių st. 4, 01121 Vilnius, e-mail prieziura@lb.lt;

18.4.3. by filling in a free-form application and sending it to the Law and Licensing Department of the Bank of Lithuania, Totorių st. 4, 01121 Vilnius, e-mail prieziura@lb.lt;

18.4.4. more information about the procedure of submitting the complaint to the Bank of Lithuania may be found at <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>.

18.5. If you like to contact us for any reason related to the Agreement other than those described above, you may contact us by email info@walletto.eu.

18.6. In the event that the dispute cannot be resolved through negotiations, the disputes shall be settled in the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.

19. Confirmation of the Client

19.1. By agreeing with this Agreement and its integral parts, you confirm that:

19.1.1. you express the will to receive Walletto Services;

19.1.2. you have become familiar with the provisions of the Agreement, Privacy Policy, Commission Fees, applications, annexes, appendices, and agree to them and recognize them to be binding to you;

19.1.3. before agreeing with this Agreement and its integral parts, we have informed and explained to you the terms, including your rights and duties, as well as the amounts of Commission Fees;

19.1.4. you agree that we use your e-mail address, postal address and phone number indicated in KYC to inform you on Services offered by us;

19.1.5. you allow us to perform processing of your data (gathering, saving, registering, submitting, transferring, transmitting and other), which the Client has submitted to us as well

as to request and receive the data and other information from third persons and process it. We have the right to transfer your personal data to third persons, if it is necessary in order to provide Services or collect debts from you;

19.1.6. you agree to provide additional information if we require it in order to specify information indicated in the Agreement and its integral parts;

20. Final provisions

20.1. You may not assign any of your rights under the Agreement to a third-party without our prior written consent.

20.2. You are aware that we provide our Services in the European Economic Area only. If you are not a natural person or a legal entity whose permanent residence is in the European Economic Area, Services may be provided on reverse solicitation basis. Such Service provision shall be governed by the legal legislation of the Republic of Lithuania.

20.3. You and we are independent contractors under the Agreement and nothing here shall be construed as a partnership, joint venture or agency relationship between us.

20.4. If any court of competent jurisdiction finds any provision of the Agreement to be invalid, illegal or unenforceable, that provision will be severed from the remainder of the Agreement, which will continue in full force and effect to the extent permitted by law.

20.5. The Parties shall immediately inform each other of all circumstances relevant to the proper implementation of the Agreement. At our request, you must indicate the following circumstances (for example, in the event of a change in the signature of a legal representative, the opening and filing of bankruptcy proceedings, reorganization, reorganization, etc.), regardless of whether this information has been provided to public registers.

20.6. To protect your Funds from possible illegal actions by third-parties, you must immediately notify us in writing of the theft or other loss of your identity document.

20.7. The Parties shall promptly notify each other of any changes in their contact details. At our request, you must provide the relevant documents proving that the contact information has changed. Failure to comply with these obligations shall mean that the notice sent on the basis of the most recent contact information provided to the other Party has been duly served and that any obligation fulfilled on the basis of such contact information has been duly fulfilled. You acknowledge that we have the right to notify you of a change in our contact information by posting it publicly.