



## **TERMS AND CONDITIONS OF PAYMENT CARDS**

## 1. General provisions

1.1. These Terms and Conditions of Payment Cards (the '**Agreement**') are an integral part of the General Terms and Conditions and governs the relations between the Client and Walleto (Card Issuer) for the purpose of Walleto's Card services.

1.2. The Agreement is concluded and enters into force after Walleto accepts the Client's submitted application and issues the Card to the Cardholder.

## 2. Definitions

2.1. The following definitions are used:

2.1.1. **Account** – an account opened and maintained by Walleto for the Client;

2.1.2. **Application** – an application submitted to Walleto by the Client in order to order the Card;

2.1.3. **Business Day(s)** – any day other than a Saturday or a Sunday or a public or bank holiday in Lithuania;

2.1.4. **Card** – a payment instrument which has been issued by the Card Issuer to the Cardholder and owned by the Card Issuer. The term may refer to both physical items such as plastic or metal cards and sets of data such as virtual cards or digital cards (tokens);

2.1.5. **Card Issuer** – any bank or financial institution that is a member of a Card Association and issues a Card. In the relationship with the Client, Walleto is the Card Issuer;

2.1.6. **Cardholder** – a person to whom the Card is issued to and who is authorized to use the card. In the context of this Agreement the Cardholder and the Client can be the same person;

2.1.7. **Client** – natural person or legal entity accepting the General Terms and Conditions and their integral parts;

2.1.8. **Commission Fees** – fees for issuing a Card, currency exchange and Payment Transactions, including but not limited to fees publicly available at <https://walleto.eu/pricing/>.

2.1.9. **Directive 2015/849** – on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC;

2.1.10. **Distributor** – a third party with whom Walleto has agreed to cooperate in the Distribution of Cards;

2.1.11. **International Card Organization** – international payment card organizations VISA International, MasterCard International;

2.1.12. **Means of Authentication** – the Cardholder data, the Card data (PAN, CVC2 or CVV2, expiration date), PIN code and/or other means provided to the Cardholder by the Card Issuer that enable the Cardholder to be authenticated and operations initiated, including, but not limited to remote Payment Transactions initiated online;

2.1.13. **Payment Transaction** – deposit, transfer or withdrawal of funds initiated by the Payer, on behalf of the Payer or the Payee, regardless of the responsibilities of the Payer and the Payee underlying the operation;

2.1.14. **Terms and Conditions of Payment Cards / Agreement** – agreement concluded between the Client and Walleto;

2.1.15. **Payee** – natural or legal person who is the recipient of funds;

2.1.16. **PIN** – Personal Identification Number;

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

2.1.18. **Walleto** – UAB "Walleto", company code 304686884, registered office: Žalgirio str. 92-805, 09303 Vilnius, Lithuania, email: [info@walleto.eu](mailto:info@walleto.eu), website address: [www.walleto.eu](http://www.walleto.eu). Walleto 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 Lithuanian supervises Walleto.

2.2. Other terms and acronyms shall have the same meaning as defined in the General Terms and Conditions.

### **3. Client's obligations**

3.1. The Client has the following obligations:

3.1.1. to observe the procedures and instructions provided by Walleto and requirements described in the General Terms and Conditions and their integral parts;

3.1.2. to inform Walleto of any malfunctions that prevent performing Payment Transactions;

3.1.3. to hold sufficient amount of Funds on the Account to settle Commission Fees and carry out Payment Transactions;

3.1.4. to immediately but no later than in 5 (five) Business Days notify Walleto if any material information on the Cardholder has changed;

3.1.5. to block the Card immediately after the Card was stolen, lost, third parties have learned the Means of Authentication.

### **4. Card issuing**

4.1. To receive the Card, the Client must submit an Application to Walleto via the System or a Distributor.

4.2. Walleto, after accepting the Client's Application, shall issue a Card. If the Client requests, Walleto may issue multiple Cards. Walleto shall solely at its own discretion determine the total number of issued Cards.

4.3. At the Client's request, the Card may be issued not only to the Client, but also to another person indicated by the Client with an approval of the Client, i.e. a Cardholder. If the Client requests to issue a Card to another person, the Client must inform the Cardholder of the conditions set in the Agreement.

4.4. The Cardholder, after issuing the Card shall be provided with unique Means of Authentication. Such Means of Authentication are considered as the Cardholder's signature in order to perform Payment Transactions. The use of the Means of Authentication shall mean the consent and authorization to perform Payment Transactions.

4.5. The Cardholder shall not disclose Means of Authentication to third parties.

4.6. Walleto has the right to send the Card and the Means of Authentication by post or through Walleto's authorized person.

### **5. Card payments**

5.1. Only the Cardholder is entitled to perform Payment Transaction with the Card.

5.2. Payment Transaction may be performed by the Cardholder:

5.2.1. immediately after a virtual Card is issued;

5.2.2. only after a physical Card in accordance with the received instructions has been activated.

5.3. The Cardholder may perform Payment Transaction only within the amount located on the Account and in accordance with the Card usage limits (daily, weekly, monthly maximum amount for Payment Transactions) indicated in the Agreement. Walleto reserves the right to determine Card usage limits.

5.4. Walleto assumes that all Payment Transactions are consented to, authorised and initiated by the Cardholder, unless proven otherwise.

5.5. The use of the Card or Means of Authentication to initiate a Payment Transaction shall be considered as an authorisation and consent to carry out the Payment Transaction. Unless established differently for the protection of consumer rights, if the Cardholder provides consent to perform a

Payment Transaction, the Cardholder is not entitled for a refund unless the Payee agrees to refund the transferred amount to the Cardholder.

5.6. Payment transactions initiated using the Card will be executed in the Account according to the General Terms and Conditions, their integral parts and the applicable law.

5.7. Payment Transaction performed by the Cardholder using the Card may be declined if:

5.7.1. the Card is invalid or blocked (in accordance with Section 7);

5.7.2. Walleto has closed, suspended or restricted the use of the Client's Account;

5.7.3. the amount of Funds needed to perform the Payment Transaction exceeds the available amount of Funds on the Client's Account;

5.7.4. any other basis which arises from the Agreement or legal acts or the Client is suspected of fraud/illegal activities.

5.8. Walleto reserves the right to use third parties provided services in order to ensure the execution of Payment Transaction or any other services.

## **6. Requirements for ensuring a secure Card usage**

6.1. The Cardholder ensures:

6.1.1. to activate the physical Card before usage. This process has to be proceeded after receiving the physical Card. The Cardholder shall be liable for any damages to the Card due to premature activation or not following the Card activation instructions.

6.1.2. to protect the physical Card from any physical damage including copying, modification etc.;

6.1.3. not to provide the Card to third parties unless the third party is accepting the payment;

6.1.4. not to use the Card for illegal activities, including purchases of goods/services which are prohibited by applicable law;

6.1.5. to immediately report any malfunctions which may influence the performance of Payment Transactions;

6.1.6. to follow any other obligations stated in the Agreement.

6.2. The Cardholder has the obligation to keep the Card and the Means of Authentication secure. The Cardholder shall restrain from recording the Means of Authentication on any information carriers which may be used by third parties in order to gain access to the Card or the Means of Authentications.

6.3. Walleto upon receiving information that the Card is used by third parties and not by the Cardholder shall take necessary measures to block the Card.

## **7. Validity and Card blockage**

7.1. The Card is valid inclusively until the last day of the calendar month stated on the Card. As soon as the next calendar month begins after the calendar month stated on the Card, the Card shall be deemed invalid.

7.2. If the Account was closed, the Card is considered expired (invalid) and, therefore, no longer valid from the moment the Account was closed.

7.3. In order to verify circumstances of Card use, Walleto reserves the right to block the usage of the Card if:

7.3.1. Means of Authentication have been disclosed to persons who have no right to use the Card;

7.3.2. the Account is closed, suspended or restricted;

7.3.3. Cardholder's activities performing Payment Transactions may be associated with fraud or any other illegal activities;

7.3.4. obligations are not duly performed by the Cardholder;

7.3.5. other grounds which are deemed important for blocking the Card.

7.4. If reasons for Card blocking remain, Walleto has the right to block the Card.

7.5. Cardholder has the right to request the Card to be blocked at any time.

7.6. In events when the Cardholder enters the PIN incorrectly three times in succession, the physical Card will be blocked. In such case the Cardholder shall inform Walleto or the Distributor immediately.

7.7. Walleto shall not be liable for any type of damages caused to the Cardholder or other third parties for Card blockage, unless legal acts determine otherwise.

## **8. Walleto's rights in conjunction with prevention of money laundering and terrorism financing**

8.1. Walleto in accordance with Directive 2015/849 and implementing legislation has the following rights:

8.1.1. to exchange information and documents of the Cardholder to ensure the prevention of money laundering and terrorist financing;

8.1.2. to regularly verify the information on identification of the Cardholder and at any moment request the Cardholder to submit additional documents;

8.1.3. to apply temporary or permanent restriction on Cardholder's Payment Transactions;

8.1.4. to request documents and information of any kind regarding the Cardholder's activities;

8.1.5. to request documents and information of any kind regarding persons involved in the transaction;

8.1.6. to request any other type of documents and information which are required by Walleto to ensure the duty in prevention of money laundering and terrorism financing;

8.1.7. to refuse the execution of Payment Transactions if the Cardholder does not comply with the requirements preventing money laundering and terrorist financing.

## **9. Liability**

9.1. The Cardholder is liable for the breach of obligations stated in the General Terms and Conditions, their integral parts or any other legal acts.

9.2. Walleto shall not be held liable for the involvement of third parties in processing the Payment Transactions. Walleto does not take responsibility of third parties for the refusal to accept the Card in order to pay for goods or services.

## **10. Commission Fees**

10.1. The Cardholder shall pay Commission Fees for the issuance of the Card including postal expenses described at <https://walleto.eu/pricing> or otherwise agreed between the Parties.

10.2. All Commission Fees for the Payment Transactions shall be debited by Walleto from the Account.

10.3. Currency conversion fees are specified in the Cardholder's Account and currency exchange is based on the exchange rate of International Card Organizations that are publicly available and are valid at the time of conversion.

10.4. Walleto's decision to block the Card shall not be considered as termination of the General Terms and Conditions or other integral parts. Therefore, the act of blocking of the Payment Card, i.e. refusal to carry out Payment Transactions, shall not free the Cardholder from Commission Fee calculation of provided services or lift the obligation to pay calculated Commission Fees.

## **11. Final provisions**

11.1. All relationships between the Client, the Cardholder and Walleto are governed by the laws of the Republic of Lithuania.

11.2. Walleto has the right to disclose information about the Payment Transactions performed by the Cardholder to third parties, who under legal acts have the right to receive such information.

11.3. Agreement may be amended or terminated in accordance with the procedure described in the Agreement.

11.4. This Agreement shall be published on Walleto's and Distributor's website.