

# General Terms and Conditions

Date of issue: 23<sup>rd</sup> of June, 2023

Foxpay Mastercard® prepaid card (the “**Card**”) and the additional services specified herein (together with the Card, referred to hereafter as the “**Services**”) are developed for the Partner (the “**Partner**”) – Foxpay, UAB, Savanorių pr. 5, Vilnius LT-03116 and provided by DiPocket UAB (“**DiPocket**”) under their electronic money institution licenses. Unless indicated otherwise, any action attributed or directed to Card hereto shall be construed as, respectively, performed by or directed to DiPocket.

These terms and conditions (“**General Terms and Conditions**”), the Card Terms and Conditions – if they were attached to or distributed with the Card (“**Card Terms and Conditions**”), which include the Tariff Table (“**Tariff Table**”) and the Limits Table (“**Limits Table**”), together referred to as the Agreement (“**Agreement**”), are applicable upon your acceptance of the Agreement. In case of any contradiction between the General Terms and Conditions and the Card Terms and Conditions, the Card Terms and Conditions shall prevail.

You may access a copy of the Agreement at any time by visiting [www.foxpay.lt](http://www.foxpay.lt) (“**Website**”). Upon your request, the Agreement shall be sent to you by e-mail free of charge.

By accepting this Agreement (which shall be done electronically following instructions provided in the App or the Website), you confirm that you had sufficient time to read and acquaint yourself with the Agreement, understood it, and agree to comply with the provisions set therein. In case you do not understand or do not agree to specific provisions of the Agreement, you shall not conclude the Agreement or shall express your question and/or disagreement in writing by sending us a notice to the e-mail address indicated below in this Agreement so that we can clarify and discuss particular provisions of the Agreement with respect to which you have expressed your questions and/or disagreement. For the avoidance of doubt, not all functionality described in the Agreement may be available for the Account. In case of doubt, you shall contact us prior to accepting the Agreement.

DiPocket UAB is a Financial Institution authorized and regulated by the Lithuanian financial supervisory authority - the Bank of Lithuania, which is located at: Gedimino avenue 6, LT-01103, Vilnius, the Republic of Lithuania, telephone No. +370 800 50 500. Further details of the Bank of Lithuania are available at its official website: <https://www.lb.lt/en/>. DiPocket UAB operates on the basis of the E-Money Institution License (Number 75) issued in the Republic of Lithuania on November 10, 2020. The electronic money institution license authorizes DiPocket UAB to provide services that are listed in the license. The license may be found following the link: [https://www.lb.lt/it/frd-licencijos/view\\_license?id=1985](https://www.lb.lt/it/frd-licencijos/view_license?id=1985).

DiPocket UAB’s legal entity code is: 305599375, registered address is: Upės str. 23, 08128, Vilnius, the Republic of Lithuania (the “**DiPocket UAB Address**”). You can also contact DiPocket UAB via e-mail: [contact@dipocket.org](mailto:contact@dipocket.org), or telephone number: +370 5 2084858.

As an E-Money Institution DiPocket can receive and hold customer funds and process payments upon a User’s request. In case of DiPocket UAB, it holds customer funds in segregated accounts held with banks operating in the EEA and with the Bank of Lithuania. However, funds entrusted to us are not covered by the Lithuanian deposit insurance scheme [www.iidraudimas.lt/en/](http://www.iidraudimas.lt/en/) in case of DiPocket UAB.

DiPocket is a Principal Member of Mastercard® Inc.

The **language of communication** with reference to the Agreement and the Services is English or Lithuanian, the choice of which will be yours.

If the Agreement is concluded with DiPocket UAB, it is **governed by Lithuanian law** (and the same law will apply to establishing our relationship). Any legal terms implied by law will also apply to the Agreement. Rights and duties related to the provision of Services that are not discussed under this Agreement shall be regulated by the Law on Payments of the Republic of Lithuania for DiPocket UAB’s Customers. Any **dispute** arising out of the Agreement between you and DiPocket (the “**Parties**”), which we are unable to resolve to the Parties’ joint satisfaction through our complaint procedure, shall be settled by the Courts of the Republic of Lithuania.

## SCOPE OF DIPOCKET SERVICES

The scope of Services provided to you by DiPocket is limited to Card issuing and its role is ancillary to the provisions of Services by the Partner, the usage of which is governed by separate terms and conditions which you must agree with. If you are reading this Agreement, this means that you have decided to use the Services provided by the Partner.

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## Registering as a User (the “User”)

Registering as a User you become a customer of DiPocket (a “Customer”). To register as a User and open the account with Foxpay (the “Account”) you must be aged at least 18 and be an EEA or UK citizen or resident.

If you are under 18 (the exact age from which you are able to register and open an account shall be determined in accordance with the law of your country of residence), registering under the responsibility of a legal Supervisor – such as a parent or a legal guardian - may also enable you to register as a User, when this option is available to you during the registration process.

The Supervisor must explicitly confirm their acceptance of the Supervisor role and agree to monitor the Account to ensure that the supervised user (the “Supervised User”) is complying with its obligations under the Agreement. The Supervisor must agree to the terms and conditions applicable to supervision and must guarantee the Supervised User’s obligations under the Agreement as part of the role confirmation process. By accepting the terms and conditions applicable to supervision, the Supervisor expressly confirms and agrees to be liable for the actions of the Supervised User to the extent permitted by law and agrees that we may rely on the direct liability of the Supervisor for the use of the Card and associated Accounts by the Supervised User even if the use was in contravention of the Supervisor’s instructions. If the Supervised User orders a Card, the Card will be deemed to have been ordered on request of the Supervisor. In addition, the Supervisor expressly confirms its consent for us to collect, process, and store the Supervised User’s Information. If the Supervisor does not accept such terms and/or guarantee they will not be confirmed as a Supervisor and the Supervised User’s Account will not be activated. There can only be one Supervisor per User aged under 18 at any point in time, but a Supervisor can supervise several Supervised Users. We may accept as Supervisors users who are not EEA residents. We take no responsibility for the use or misuse of the Card by Supervised Users and it is the responsibility of the Supervisor to monitor and prevent inappropriate or illegal use.

We offer two levels of registration:

- Full Registration – provided we receive suitable and verifiable evidence of your identity, you will be able to use the full functionality and limit of the Card and Account;
- Basic Registration – we may enable you to use our services by applying simplified measures for identification purposes compared to full registration. However, in such a case, limited functionality will be activated allowing you to make certain payments and to use the Card up to an annual limit determined from time to time in accordance with regulatory requirements.

You can upgrade from Basic Registration to Full Registration at any time by providing additional information as we may require. For further details consult the applicable Limits Table available on the Website.

If you received or requested the Card from a third party provider to whom you have provided the information required to register as a User, and the consent to share such information with us, you may be already registered upon receiving the Card. By setting up the Personalised Security Features (defined below) and using the Card, you confirm your intent to register as a User and your agreement with the terms of the Agreement.

By law, we must check your identity prior to registering you as a User and we do this based on the information you provide to us during the registration process.

If we are unable to confirm your identity and/or any relevant registration information based on the information provided, we are entitled to ask for any further evidence of your identity and to ask you to hold a short live phone interaction with our operators and/or carry out such further checks as it deems necessary to establish your identity. If we are unable to do this, we may refuse to serve you or enable the extra functionality reserved to registered Users and/or inform the appropriate authorities without your knowledge or consent. We will register you only if the results of the KYC process allow us to on-board you as a User.

As part of your eligibility to use a DiPocket account, you agree and confirm that you are an individual acting solely on your own behalf, in an individual capacity, and you are not acting in a business capacity or for any other commercial purpose. Furthermore, it is not permitted to use the Account:

- to organize and/or conduct sweepstakes, gambling, cryptocurrency purchases, sales or trading;
- for copyright infringement;
- for testing other financial services providers or to generate transactions for the purpose of benefitting from other financial service providers’ loyalty offers;
- to discredit individuals or legal entities;
- in a way that can lead to complaints, disputes, refunds, and the emergence of other obligations to DiPocket, other users or third parties;
- to receive or send funds obtained by fraud or in violation of the law;
- to carry out any activity in violation of the law;

- to circumvent DiPocket’s policies, including but not limited to attempts to create additional accounts to exceed usage limits or circumvent blocking by DiPocket of an existing Account.

If you are a Customer of DiPocket UAB and give us false or inaccurate information and/or we identify fraud, we will record this with fraud prevention agencies, including but not limited to the Bank of Lithuania, the Financial Crime Investigation Unit of the Republic of Lithuania and other competent institutions, including law enforcement as the case may be. Law enforcement agencies may access and use this information. The fraud prevention agencies will share records with other organisations. We and other organisations may access and use the information recorded by fraud prevention agencies across borders. We may also block or cancel the Card and terminate the Agreement.

Not all types of Card are eligible for registration while registration is required to activate certain Cards. To find out whether the Card entitles you or requires you to register as a User please consult the Card Terms and Conditions or contact our Customer Service team using one of the options indicated on the Website.

## Personal Information

We carefully safeguard the information we hold about you (the “**Personal Information**”). If you wish to contact us about the processing of your Personal Information, please contact our Data Protection Officer at [DPO@dipocket.org](mailto:DPO@dipocket.org).

### What data do we collect?

DiPocket collects the following data:

Customer profile:

- Personal identification information (name, surname, address, e-mail address, telephone number, etc.);
- Additional data required by money laundering and terrorist financing prevention legislation (personal identification number and/or date of birth, citizenship, facial image, identity document data, copies of the documents provided, details of the device used, IP address, etc.);
- Your communication with us (correspondence by e-mail, conversations by phone, etc.).

Card services:

- Transaction data (transaction amount, date and time, merchant, acceptance details (e.g., confirmed by PIN), bank account number, beneficiary or sender, etc.);
- Card data (PAN, expiry date, etc.);
- Your contact list information (when using the app and where you specifically consent to this).

Non-card services:

- Transaction data (transaction amount, date and time, bank account number, IBAN, beneficiary or sender, etc.);
- App Login data, where you sign up to use our app (User name, password, etc.);
- Your contact list information (when using the app and where you specifically consent to this).

Account information and payment initiation services:

- Transaction data (transaction amount, date and time, bank account number, IBAN, beneficiary or sender, etc.);
- Select Customer account information for Account information services (balance of funds, bank account number, etc.).

If you give us Personal Information about other people including minors which we use to provide the Services, then you confirm that (i) you have ensured that they agree to our holding and use of that data or that you are otherwise allowed to give us this Information and consent on their behalf to our holding and use of it, (ii) you have provided them with all the Information regarding the processing of personal data as required under the applicable law.

## How do we collect your data?

You directly provide us with most of the data we collect. We collect data and process data when:

- You provide us with your Personal Information during the registration process. Information you provide at registration is both a statutory requirement and necessary for us to enter into the Agreement. You provide us with your Personal Information voluntarily. If you do not provide us with the necessary information and documents, we will not be able to perform the services;
- You use our services (e.g., information about payments you make or receive);
- You interact with us (customer service, or engage with us on any social media platform, etc.).

DiPocket may also receive your data indirectly from the following sources:

- From our business partners who perform customer onboarding;
- When it is compliant with the applicable law, we receive it from third parties such as credit reference agencies (who may check the Personal Information against other databases – public or private – to which they have access), official registers and databases or fraud prevention agencies;
- In order to carry out enhanced due diligence procedures we also collect publicly available information about you (including information on the internet, social media, etc.);
- In case of Open Banking, we process personal data from accounts you hold with third party financial institutions so that you can see this data in DiPocket app.

## How will we use your data?

We use the Personal Information to properly fulfill the agreement with you, for security, identity verification, to communicate with you and to comply with the law:

- For contractual reasons, in order to provide you with the services (e.g., to produce cards for use with the Account, to provide you with payment services and Account-related communications, etc.);
- For purposes where we have a legal obligation, including for tax and accounting, to perform “Know your client”, to prevent and detect fraud, money laundering and other crime (such as identity theft), to carry out regulatory checks and meet our obligations to our regulators, etc;
- On the basis of your consent, where you agree in a clear and unambiguous way with processing of your personal data (for marketing purposes or when processing special category personal data, etc.);
- On the basis of our legitimate interests, where the processing is necessary for the intended purpose, such processing can be reasonably expected and it is balanced with your interests and fundamental rights and freedoms;
- On the basis of substantial public interest to support you if you fall under the vulnerable customer category;
- If you instruct us to process data in particular way (open banking);
- E-mail you with special offers on other products and services where these are related to those you already use.

We will never pass Personal Information to a third party for them to market to you without your consent.

## Profiling

Profiling carried out by DiPocket involves processing of Personal Information by automated means for the purposes of risk management and ongoing monitoring of transactions in order to prevent fraud, money laundering and terrorist financing. It is based on legal obligations applicable to DiPocket as financial institution.

## Who we can share the Personal Information with

We will keep the Personal Information confidential but we may share it with other entities (who are also bound to keep it secure and confidential) if we have a duty to disclose it, if it is required for the provision of our Services to you.

In particular, if this is compliant with applicable law, we may share the Personal Information with:

- Other DiPocket Group companies in order to provide you with the services, to fulfil our obligations to identify you and prevent money laundering, terrorist financing and fraud;

- Our suppliers (including their sub-contractors) such as providers of data center, card processing, cards bureau (if we issue a physical card for you) and SMS messaging services, and other suppliers who provide IT and payment services;
- Other third parties (including their sub-contractors) who perform part of the services or support your transactions, such as Mastercard, SWIFT, CENTROlink and our partner banks in the EEA who provide, amongst other things, for the safeguarding of your funds;
- Other financial institutions when providing Account information services or making outbound payments;
- Regulators and supervisory authorities in connection with their duties (such as crime prevention);
- Fraud prevention agencies, in particular, we will always tell fraud prevention agencies if you give us false or fraudulent information. They will also allow other organisations (in Lithuania, UK or other countries), including law enforcement agencies, to access this information to prevent and detect fraud, money laundering or other crimes. You can write to us at [MLRO@dipocket.org](mailto:MLRO@dipocket.org) for the details of the fraud prevention agencies with which we share the Information;
- Anyone to whom we transfer or may transfer our rights and duties in the Agreement including any third party after a restructure, sale or acquisition of any DiPocket Group company, provided that they use the Personal Information for the same purposes as it was originally given to us and/or processed by us.

### **Transfer of Personal Information outside of the EEA**

We may process the Personal Information abroad, within or outside the European Union and the United Kingdom, provided we comply with the applicable laws and regulations. Where we are sharing the Personal Information with organisations outside of the EEA and the United Kingdom, we will ensure they agree to apply equivalent levels of protection as we do. We use legal mechanism, such as standard contractual clauses as indicated in General Data Protection Regulation (2016/679) art. 46 to implement the cross-border transfer of your personal data; or implement security measures like anonymization on the data before the cross border data transfer. For any inquiries on means that safeguards data transfer outside EU please contact us at [DPO@dipocket.org](mailto:DPO@dipocket.org).

### **Open-Banking**

We will transfer data to any entity who you authorise us to share information about your Account with, provided they are listed as a suitably authorised entity at the time of your request. We will rely upon your instructions to the third party to access your account information from us, as evidence of your consent to share your data.

### **How do we store your data?**

DiPocket has established technological, physical, administrative and procedural safeguards all in line with the industry accepted standards in order to protect and ensure the confidentiality, integrity or accessibility of the Personal Data processed; prevent the unauthorized use of or unauthorized access to the Personal Data, prevent a Personal Data breach (security incident) in accordance with DiPocket's instructions, policies and applicable laws. All our staff receives data protection training and are instructed to strictly follow our data protection policies.

DiPocket securely stores your data in data centers located exclusively in European Union.

The period for which we are required to retain your information depends on the entity with which you have entered into a contract:

- DiPocket Limited, according to applicable legislation of the United Kingdom, is required to keep your Personal Information for six years after the business relationship with you ends;
- DiPocket UAB, according to applicable legislation of the Republic of Lithuania, is required to keep your Personal Information related to your identification and services provided for eight years after our business relationship with you ends. Correspondence with you shall be stored for five years from the date of termination of transactions or business relationships with you. These time limits may be additionally extended for up to two years upon a reasonable instruction of a competent authority.

We may keep your Personal Information for longer because of a potential or ongoing court claim or another legal reason.

Once the relevant time period has expired and the Personal Information is no longer required for the abovementioned reasons, we will delete your data.

Please note that if you cancel or we decline your registration or you decide not to go ahead with it, we will keep the Personal Information for as long as we are required to do so under applicable law (to help prevent fraud and other financial crime, and for other legal and regulatory reasons).

### **What are your data protection rights?**

DiPocket would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

**The right to access** – You have the right to request us for copies of your personal data. We may charge you a small fee for this service. If you wish to obtain a confirmation as to whether or not Personal Information concerning you is being processed by us, you can request a free copy of it by requesting this at [DPO@dipocket.org](mailto:DPO@dipocket.org).

**The right to rectification** – You have the right to request that us correct any information you believe is inaccurate. You also have the right to request us to complete the information you believe is incomplete.

**The right to erasure** – You have the right to request that we erase your personal data, under certain conditions. Where You make this request we will apply your instructions to any third parties who are processing your Personal Information on our behalf, and we will consider your request in the light of our legitimate interests. Where a request to erase Personal Information is received on behalf of a minor, we will take extra care to consider the impact on them of any decision we make.

**The right to restrict processing** – You have the right to request that we restrict the processing of your personal data, under certain conditions.

**The right to object to processing** – You have the right to object to DiPocket's processing of your personal data, under certain conditions.

**The right to data portability** – You have the right to request that DiPocket transfer the data that we have collected to another organization, or directly to you, under certain conditions.

Where you have given us your explicit consent for the processing of Personal Information, you also have the right to withdraw this consent at any time by contacting us at [DPO@dipocket.org](mailto:DPO@dipocket.org). However, such withdrawal will not affect the lawfulness of the processing carried out before the withdrawal was submitted.

If you feel your rights and freedoms in relation to processing your Personal Information have been infringed in any way, please let us know so that we can attempt to resolve the issue.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at our email: [DPO@dipocket.org](mailto:DPO@dipocket.org).

You also have a right to lodge a complaint with your national Data Protection Authority:

- In the United Kingdom - ICO (<https://ico.org.uk/global/contact-us/>);
- In the EU – please see a list provided ([https://edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://edpb.europa.eu/about-edpb/about-edpb/members_en)).

### **Requirement to update your Personal Information**

You must notify us immediately of any and all data and circumstances that have changed with regard to the data set out in the Agreement, or the documents submitted to us (e.g., changes in personal or contact details, residency or tax residency, loss or theft or other reason for change of an identity document) as well as of any and all circumstances that may affect the fulfilment of your obligations towards us (e.g., commencement of bankruptcy procedures of a natural person). We may request documentary evidence of the changes, which you must provide. This notification obligation applies even if the above changes have been made public (e.g., registered in a public register or published through the mass media). If you fail to fulfil the notification obligation, DiPocket is entitled to assume the correctness of the data at DiPocket's disposal, unless otherwise prescribed in the jurisdiction of your residency.



## Notices and exchange of information

We may provide you with all information electronically via the Website, App, e-mail or mobile phone, unless otherwise established in the applicable laws. We are entitled to use third party services for processing or delivering electronic notices and information to you.

If, in accordance with the applicable laws and/or this Agreement, you have the right to terminate the Agreement, you shall send the termination notification to [contact@dipocket.org](mailto:contact@dipocket.org).

Unless otherwise stipulated by the applicable laws, any notice given by DiPocket must be considered to have been received if sent by e-mail or via the App or other electronic means of communication, on the day of technical dispatch.

## Unique Customer Identifier

Your Unique Customer Identifier is your mobile number. It is important you keep it updated with us at all times as we may use it to verify it is you when you make a transactions or access your Personal Information.

Your mobile number is also used by other Customers within DiPocket's systems to transfer or request funds to/from you.

## Privacy policies of other websites

When we include links to other websites, please bear in mind they will have their own privacy and cookies policies that will govern the use of any information you submit. We recommend you read their policies before accessing their sites.

## Payment Services

The Services may include some of all the below payment services:

- Cash withdrawals;
- Card payments and money transfers;
- Issuing of payment cards (Mastercard);
- Account top-up with cash;
- Payment initiation services;
- Account information services.

The User shall be free to decide which of the available Services to use (all or only part of them). Terms and conditions specifying the provision of payment initiation and account information services will be made available to you before each transaction. Account information and payment initiation services will be provided to you only under your explicit consent.

## Transferring money to the Account

Your Card can only be funded by the Company that provided it to you.

## Using the Card

The Card is a Mastercard® prepaid debit card. It is valid until its expiry date, which is visible on the front of the Card – or on the Card image accessible online for virtual cards and payment bands.

To activate plastic cards please follow the instructions provided with the Card. Also, you must:

- not allow anyone else to use the Card;
- not reveal your PIN or the Code;
- not write down your PIN, unless you do this in a way that would make it impossible for anyone else to recognize it;
- delete the PIN from your mobile phone when you receive it;
- only release the Card, card number, PIN or the Code to make (or try to make) a transaction with a merchant or ATM displaying the Mastercard® Acceptance Mark.

You can use it at all locations that display the Mastercard Acceptance Mark: for purchases in physical stores – including contactless, and at automated teller machines (“ATM”) for cash withdrawals as well as for online and telephone purchases.

You can also enrol it in Apple Pay and Google Pay. It allows you to receive cash-back when making purchases in physical stores, however it cannot be used for other cash transactions such as withdrawing cash from a bank and purchasing traveller's cheques or foreign exchange from a bureau de change. Limits and fees apply.

The Card is automatically registered for Mastercard Identity Check, to enhance security. When using the Card for online purchases, you may be required to enter on the merchant site a code (the "**Code**") that will be sent to your mobile phone number or to authorise a transaction via the App.

In so far as this is not a result of our negligence, we will not be responsible nor liable for a retailer's failure to or delay in accepting the Card nor for an ATM failing to issue cash. In these circumstances, we will not be liable for the way in which you are told about any refusal or delay.

All transactions require authorisation. Authorisation is also your instruction for us to carry out a transaction. We will not normally authorise a transaction if the balance on the Card is insufficient to cover the transaction and any related transaction fee. If, for any reason whatsoever, you are able to make a transaction when there are insufficient funds on the Card (the "**Shortfall**"), we will seek reimbursement of the Shortfall from you immediately. You may ask us to provide you with information about transactions for up to 5 years from the date of the transaction.

For a contactless transaction:

- (a) below the limit applicable in the country where you are using the Card ("**Contactless Limit**"), which is outside the control of DiPocket, a transaction is deemed authorized upon transmission of the details of the Card that are required to execute the transaction, by placing the Card in the proximity of the device that allows for reading the data saved in the Card contactless module; and
- (b) In excess of the Contactless Limit, the transaction is deemed authorized by entry of the PIN number on the acceptance terminal. Please note that in certain countries contactless transactions with PIN are not available.

In so far as this is not a result of our negligence, we are not obligated to authorise a transaction where a system problem occurs or events outside our reasonable control arise. In addition to that we are not obligated to authorise a transaction where we are concerned about misuse of the Card. We shall not be liable to you when a transaction is not authorised in these circumstances and/or if we cancel or suspend use of the Card.

If the Card is lost or stolen, or someone else finds out the PIN, or if you think the Card, card number, or PIN may be misused, you must:

- block the Card immediately calling us on +370 5 2084858 or +44 203 807 2000 (we have a 24-hour service) so that we can block the Card;
- stop using the Card, card number or PIN immediately.

We will block or restrict the Card or PIN on justified grounds relating to:

- the security of the Card, card number or PIN. For example: when the wrong PIN is entered several times in a row;
- the suspected unauthorised or fraudulent use of the Card or PIN. For example: where we detect that another person uses the Card, we consider activity suspicious or abnormal, etc. We will, if possible, inform you before blocking, or restricting the Card or PIN that we intend to do so and the reasons for doing this. If we are unable to do so, then we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures, or it would be unlawful to do so;
- AML transfer verification checks. In line with the mandatory requirements for the prevention of money laundering and terrorist financing, we have implemented an automatic account blocking system where algorithms check all transactions and block transfers (accounts) which our system considers suspicious (automatically). Upon receiving a system report of suspicious activity, our compliance team performs a manual check, during which our specialists thoroughly evaluate the automatically detected suspicious activity. At this stage, you may be asked to provide additional documents or explanations. The account is unblocked when the validity of the transfer is verified. In case the collected information does not dispel doubts about the validity of the transfer, we may close the account;
- situations where it is not possible for the supplier to obtain online authorisation to confirm that you have sufficient balance for the transaction. For example: transactions on certain trains, ships, and some in-flight purchases, and
- purchases at service stations when the merchant verifies your PIN with us without providing the final amount of your purchase.

A Card transaction will be regarded as authorised by you when you authorise the transaction by following the instructions provided by the merchant, retailer or ATM, which may include:

- entering your PIN or providing the Code;
- providing the Card details and/or any other details as requested;
- waving or swiping the Card over a card reader for the purpose of making a payment.

When we suspect there may be an attempt to use the Card fraudulently, we may ask you to confirm a transaction prior to or after authorising it.

Authorisation for a transaction may not be withdrawn or revoked by you.

You may demand from us the return of the amount of an authorized transaction initiated by or via the recipient, if such transaction was already executed while:

- (a) the amount of the transaction was not determined precisely when it was being authorized; and
- (b) the amount of the transaction is higher than the amount you could expect, taking account of the type and value of previous transactions, provisions of the Agreement and any significant circumstances of the case.

You may request such refund within 8 weeks from the date of the transaction.

### **Using the Card in foreign currencies**

If you make a payment with the Card in a currency different from the currency of the Card, the amounts will be converted by Mastercard on the date they process the transaction, using the exchange rate they use for all such currency conversions. This means the rate of exchange may differ from the rate on the date you made the card payment, if the payment is processed by the card scheme after that date. The foreign exchange rate used by Mastercard can be found on [www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html](http://www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html). We also charge a fee based on the payment amount, as shown in the Tariff Table.

Card terminals may offer you the option of seeing the payment amount or withdrawal in the currency of the Card or in a currency other than the cash withdrawal or purchase currency and allow you to choose to pay that amount in that currency. The exchange rate used for this will generally be provided by the operator of the terminal or ATM, so it won't be under our control and won't be covered by our Tariff Table. Please check the exchange rate at the ATM, the terminal or with the respective operator before authorizing the transaction.

As soon as practical after you make a Card transaction in foreign currency we will display as part of the transaction information we provide in the App or the Website, details of the amount of the conversion to the currency of the Card and how the exchange rate applied by us compares to reference rates published by the European Central Bank.

## **Restrictions on the functionality of the Account**

You may only use the DiPocket account to make purchases of goods and services, and to receive and send funds in accordance with applicable legislation and this Agreement.

If we have reasonable cause to believe that you have violated the requirements of this Agreement or applicable legislation, DiPocket may take measures to protect itself, its customers and Users or third parties. In this case, DiPocket may, amongst other things, do the following:

- restrict, suspend or close access to the DiPocket Account or to any of its services;
- notify users who have mutual settlements with you, their bank, their issuer or law enforcement authorities;
- require you to update any incorrect or incomplete information that you have provided;
- cancel the Services (in which case we will give you notice in accordance with these terms).

## **Keeping the Card and Account safe**

You must keep safe at all time the Card details – including PAN (the 16 digits number displayed on the front of the Card), expiry date, CVV (the 3 digits number, displayed on the back of the Card), PIN (Personal Identification Number), and any passwords and devices you use to access security details of the Card and/or Account by any method (together the “**Personalised Security Features**”). This also includes any Card details in e-wallets, on retailer's websites, or on devices such

as mobile phones. If you have registered a Card on a device or within an e-wallet this will include passwords and security processes used to access your device or e-wallet (device ID, passcodes, or passwords) and any fingerprints or other biometric or identification methods stored in your device. Please note that not all Personalized Security Features may be applicable to the Card.

We will never contact you to request any of your Personalised Security Features and we will not ask anyone else to do so on our behalf. If you receive such a request, it is likely to be fraudulent and you must not supply any of your Personalised Security Features in any circumstances. You should report any such activity to us immediately. Treat emails received from senders claiming to be us with caution and be wary of emails asking you for any Personalised Security Features.

When you call us we may need to identify you, depending on the nature of your query. We may do this by asking for certain information (such as answers to questions) known only to you and requesting random digits of certain passcodes or passwords, but we would never ask you for a full PIN or passcode. You must not give these to anyone who asks for them, even if that person appears to be an official.

You are responsible for the quality, safety, legality or any other aspect of any goods or services that you buy with the Card. Any disputes about purchases or payments made with the Card must be settled with the goods or service provider concerned.

**If you become aware of the loss, theft or misappropriation of the Card or of its unauthorized use, call us straight away on +370 5 2430053.**

## **Balance and statements**

To view the available balance and transaction history please visit the Website or use the App, if available. By accepting the General Terms and Conditions you specifically agree not to receive paper statements.

Upon your request DiPocket will provide additional statements and/or transaction records, on paper or otherwise. You may ask us to provide you with information about transactions for up to 5 years from the date of the transaction, even after termination of the Agreement, and we will provide it to you free of charge in electronic form, as well as paper form if you so wish. Fees may apply in case you ask us for information more often than twice a month, however, only to the extent of our incurred costs.

## **Fees**

You must pay all relevant fees for the Services. The applicable fees are established in the Tariff Table which is available on the Website.

Fees and other amounts payable by you shall be debited to the Account, unless otherwise specified in the Tariff Table.

If there are no funds on the Account or if the funds are insufficient to cover the fees, other claims and the debts arising from the Agreement, we are entitled to suspend provision of the Services to you until such fees and indebtedness are covered. Notwithstanding the above, we will only charge applicable monthly fees until there is a positive balance on the Account and we will not charge uncollected monthly fees retroactively.

We shall notify you of changes of the fees in the Tariff Table with 60 days' prior notice, following the same procedure as provided in section "Changes to the Agreement" below.

## **Taxes**

We may recover from you taxes imposed upon us by any competent Authority in relation to the provision of the Services to you – in particular taxes on payment transactions and/or account balances, if and when applicable.

## **Redemption of funds**

Upon receipt of funds to the Account, we shall issue electronic money at nominal value. As a Customer, you may ask us to transfer back the sums belonging to you and held on the Account (the "Funds") at any time during the validity term of this Agreement and up to 6 years after closing the Account. The Funds will be transferred to the bank account indicated by you on the same Business Day. For the first 12 months after closing the account, there is no cost to you for transferring the Funds back if your bank account is in the Account currency and is held in the country where such currency is legal tender, within

the SEPA region. After 12 months from closing the Account, or in case an international bank transfer is required, fees may apply, as indicated in the Tariff Table. The aforementioned rule on transferring back the Funds applies to the redemption of electronic money at their nominal value issued to you by DiPocket.

## If something goes wrong

If you suffer loss because of an unauthorised transaction occurring as a result of:

- the use of a lost or stolen Card; or
- where you have failed to keep safe the Personalised Security Features and,
- you failed to tell us about the loss of the Card or compromising of your Security Details,

the most you will have to pay is EUR 50, for each instance of loss, theft or misappropriation, converted to Card or Account currency using the average Bank of Lithuania for UAB's Customers exchange rate on the day of the conversion if the Card is not issued in EUR.

Where you have either deliberately or with gross negligence:

- failed to keep your Security Details safe, or
- failed to tell us as soon as possible that you have lost the Card (especially if you think someone else might have been able to find it),

the above limitation of liability to EUR 50, will not apply to any loss incurred prior to notifying us of the issue.

If we can show that you have acted fraudulently in incurring a loss as a result of an unauthorised transaction, you may not benefit from any of the liability limitations set out above.

You have 13 months to notify us of an unauthorised, non-executed or incorrectly executed transaction. Provided you notify us within this timeframe and the payment was unauthorised, non-executed or incorrectly executed, we will immediately, as appropriate and in accordance with our regulatory obligations, refund the amount of the transaction to the Account. In case of errors or disputes about transactions, contact us via [dipocket.org/en/contact](https://dipocket.org/en/contact) or call us straight away on +370 5 208 4858 or +44 203 807 2000.

If the Card is used without your permission, or is lost, stolen or if you think the Account may have been misused, we may ask you to write us within seven days to confirm the loss, theft or possible misuse at the Address. We may disclose to law enforcement agencies any information which we reasonably believe may be relevant.

If you believe you have been tricked into transferring money to the account of someone you don't know or have transferred money in good faith from the Account but have not received the goods or services contracted for (the "Authorised Push Payment scams"), you can contact us and we will investigate for you and try to recover the money, however, we will bear no liability save that which may be imposed upon us by applicable laws and regulations at the time of the Authorised Push Payment scam.

## Our liability towards you

Within the limits permitted under the applicable laws, and subject to the limitations defined in this Agreement, we are liable for due performance of our obligations set out in this Agreement.

You cannot claim a loss or damage from us if:

- you are claiming for loss of business, loss of goodwill, loss of opportunity or loss of profit – we will not be liable for these in any circumstances;
- you have acted fraudulently or with gross negligence;
- you are in breach of the Agreement, or provided DiPocket with any incorrect information if there is a clear causal link with the damage;
- our failure was due to abnormal and unforeseeable circumstances outside our control, which meant we couldn't follow our obligations under the Agreement despite our best efforts to do so, for example, a hardware breakdown, strike, or a major problem with a payment system;
- you are claiming for consequential loss which is not reasonably foreseeable as a result of our breach of the Agreement.

None of these exceptions will apply, and nothing else in the Agreement will stop us being liable, if:

- we act fraudulently;
- we act with gross negligence; or
- we are at fault and the law does not allow us to exclude or limit liability.

## Changes to the Agreement

We can change the Agreement in the circumstances listed below.

Provided we give you 60 days' notice, we can change any part of the Agreement, only to the extent necessary, if at least one of the below material circumstances occurs:

- a change of our commitment to the creation of reserves or the enactment of allowances not provided for in the legislation at the date of conclusion of the Agreement;
- fees or taxes or other costs are imposed, that were not provided for in the legislation at the date of conclusion of the Agreement;
- a change in the legal provisions governing the financial sector or a change of recommendations or good practices by supervising institutions or of provisions connected with the financial sector, which impact the mutual rights and obligations of the parties to the Agreement that were not in force at the date of conclusion of the Agreement;
- the introduction of new services or removal or change of features of the existing Services as well as introduction or change of the trade name of such Services (in the case of a change of the scope or manner of providing the Services consisting in changing the features of the existing Services or the introduction of new products, the user will not be obliged to use such services and incur the associated costs unless the user submits a separate declaration of will in this respect);

save that the amendment of the Agreement will be effected solely within the scope and direction arising from the reason that has occurred and no later than within 1 month from the occurrence of a prerequisite for such change.

If you are not happy with the change, you can either:

- take the steps set out below to cancel the Card and end the Agreement with an immediate effect and without any charges, or
- let us know that you are not happy with the change and would like to cancel the Card and end the Agreement without any charges, so that the Agreement will cease on the day before the date on which the changes take effect.

If you do not end the Agreement by taking the steps above, you will be deemed to have accepted the changes after the end of the 60 days' notice.

DiPocket may assign its rights or obligations under this Agreement to an associated company at any time, provided we give you not less than one month's notice and without requiring your specific consent. If you object to the assignment, you can cancel the Card and end the Agreement without any charges, so that the Agreement will cease on the day before the date of assignment. You may not assign your rights or obligations under this Agreement.

## Cancelling the Services

The Agreement expires on the Card expiry date unless, prior to expiry, we issue a replacement Card in accordance with our Card reissue policy as specified in the Card Terms and Conditions, provided however that we may send you a replacement card prior to the Card expiry date free of charge and with no obligation for you to continue to use the Services.

Whilst a Card remains unexpired or for Accounts without Cards, the Agreement will be of indefinite duration and will continue unless terminated at any time by you, or by us in accordance with the processes set out below.

Unless the Card Terms and Conditions specify otherwise, if we do not send you a replacement card prior to the Card expiry date the Card expiry will result in termination of the Agreement, after which access to the Account may be limited and the remaining funds will only be available for redemption.

### When you can cancel the Services

If you wish to, you can cancel the Services at any time.

In addition, as a consumer, you have a period of 14 days from the date you have concluded the Agreement to tell us that you would like to withdraw from it, without giving any reason, and without incurring any charges or fees other than for the Services commenced upon your request or Services already provided. If you withdraw from the Agreement, the Agreement is considered not concluded, and all the Funds will be returned to you within 10 days from such withdrawal.

You must nominate a bank account to which any Funds should be transferred. **There is no cost to you for cancelling the Services nor for redeeming the Funds in the Account currency.** If you ask us to transfer funds in a currency other than the Account currency, a fee may be applicable (for currency exchange and bank transfer), but we will always show you applicable fees prior to confirming the transfer, and in any case, we will not charge more than EUR 20, as bank transfer fee.

If we receive funds on the Account after you have cancelled the Services, we'll try to send it back if we have the information we need to do so.

### **When we can cancel the Services**

We may end the Agreement immediately (and cancel the Card) if we have reasonable grounds for thinking that you have done any of the following things, which you must not do:

- you put us in a position where we might break a law, regulation, or other duty that applies to us if we maintain the Card and Account;
- you refuse to cooperate with DiPocket's legitimate requests, e.g., by not providing information to confirm your identity or on the source of funds;
- you give us any false information or attempt to mislead us at any time;
- you commit (or attempt) fraud against us or someone else;
- you use (or allow someone else to use) the Card or Account illegally or for criminal activity (including receiving proceeds of crime on the Card);
- you inappropriately let someone else use the Card or Account.

In case of termination under the above clause, you agree that we are not required to disclose the exact reason of termination.

We can also end the Agreement immediately and cancel the Services if:

- we reasonably believe that maintaining the Services might expose us (or another DiPocket Group company) to action or censure from any government, regulator or law enforcement agency;
- we find out that you are no longer eligible for it (for example, through residence status). We will try to tell you in advance if this happens, but if by continuing to offer you the Services we would break any rules or laws, we will have to cancel it or block it immediately;
- if there are no transactions (other than fee charges) on the Account for a continuous period of 12 months.

In case you hold Funds with us at the time of termination, we will seek to return the Funds to an account indicated by you in accordance with the rules described in the section 'Redemption of funds' above. Should we be unable to return the Funds, for instance because we are unable to reach you using the contact details you provided to us, we will continue to safeguard the Funds within the legally prescribed timeframe, during which your rights of E-Money redemption will remain unaffected.

## **Complaints Policy - EEA Customers**

If you are unhappy in any way with the Card or the Services, or if you experience any problem, please contact us. Complaints may be submitted as follows:

1. in writing by post to: Upės str. 23, 08128 Vilnius, the Republic of Lithuania;
2. by phone, calling us on +370 5 208 4858;
3. in electronic form by using the contact methods provided on [dipocket.org/en/contact](https://dipocket.org/en/contact).

In the claim, you will need to specify:

- date;
- name and surname, or company name;
- applicant's contacts: phone number, address, and e-mail address associated with the Account;
- what the issue is;
- when the problem arose;

- what remedies you would like us to apply; and
- available documents relating to the claim.

If incomplete, unreadable, or unclear information is provided in the claim (complaint), we may request to clarify the information.

We acknowledge all complaints, without any exceptions, including those regarding our personnel. We strive to acknowledge all complaints received within 24 hours of receipt. If a complaint is received during a bank holiday or weekend period, the complaint will be acknowledged within 24 hours of the return to work of staff, i.e., if a complaint is received by e-mail on a Sunday, it will be deemed to have been received at 9 a.m. on the following Monday.

If it is not possible to respond with a detailed, substantive reply within 24 hours of receipt of the complaint, further communication will be provided within 5 Business Days. We will send our final response within 15 Business Days. In exceptional cases where it is not possible to respond within 15 Business days, we may extend the deadline for submitting a final response to you to 35 Business days, but we will inform you of this, stating the reasons for the extension.

A response to the Client shall be provided via the same channel the complaint has been received unless otherwise indicated by you.

Handling of complaints is free of charge. The Parties agree that complaints shall be submitted, handled, and responded to in Lithuanian or English.

Should you not be satisfied with the final response of DiPocket, or should we fail to respond to you within 15 Business Days, or 35 Business days respectively, from receiving the claim, you have the right to raise a dispute or a complaint to the Bank of Lithuania:

- Disputes. Application may be provided in three ways: 1) via the electronic dispute resolution tool E-Government Gateway; 2) by completing a consumer's application form and sending it to the Supervision Service of the Bank of Lithuania, Žalgirio g. 90, LT-09303 Vilnius, e-mail [prieziura@lb.lt](mailto:prieziura@lb.lt); 3) submitting a free-form application to the Supervision Service of the Bank of Lithuania, Žalgirio g. 90, LT-09303 Vilnius, e-mail [prieziura@lb.lt](mailto:prieziura@lb.lt). Whatever the way you choose to submit your application, it and its annexes must be either in the official language of the country, i.e., Lithuanian or English language. However, it is important to note that the dispute settlement process will be conducted in the official language of the country, i.e., Lithuanian. More information: <https://www.lb.lt/lt/daugiau-apie-gincius-su-finansiniu-paslaugu-teikeju>;
- Complaints. Information about the procedure for submission of complaints or requests is available on: <https://www.lb.lt/lt/kontaktai#group-464>. Complaints may be submitted to the Bank of Lithuania by post or e-mail to either of the following addresses: Totorių g. 4, LT-01121 Vilnius, [info@lb.lt](mailto:info@lb.lt), or Žalgirio g. 90, LT-09303 Vilnius, e-mail [prieziura@lb.lt](mailto:prieziura@lb.lt).

Examination of the complaint at the Bank of Lithuania is free of charge.

You have the right to apply to the Bank of Lithuania or directly to the court. The court judgment is binding, while the decision of the Bank of Lithuania is recommendatory in nature, non-binding to both parties, and cannot be appealed. Nevertheless, even when the Bank of Lithuania has taken a decision, the parties to a dispute retain the right to apply to court.

Decisions regarding the subject matter of a dispute are public and published on the Bank of Lithuania website (in Lithuanian), without prejudice to the requirements for the security of personal data, state, office, commercial, bank, professional and other secrets protected by laws, as well as the consumer's right to privacy.