

# Rules of Issuance and Use of Paysera Payment Card

## 1. Basic Concepts

- 1.1. **ATM** – an electronic-mechanic device for provision of information about the Account and for withdrawing funds from the Account.
- 1.2. **General agreement** – General payment service agreement, applied to the Client.
- 1.3. **Contactless payment functionality** - authorization (confirmation) of a payment operation by holding a card to a card reader.
- 1.4. **CVV2 number** – a Card confirmation number; last three numbers in the signature field on the back side of the Card.
- 1.5. **Issuer** – the Card issuer Contis Financial Services LTD registered at Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL, England, legal person code 06085862, authorised by the Office of Financial Management to issue electronic money (registration number 900025) (<http://www.contisgroup.com>).
- 1.6. **Card** – a payment instrument used to manage funds of the Client held on the Account.
- 1.7. **Cardholder** – a natural person, whose data is imprinted on the card and who is granted by the Client the right to use the card to perform payment operations, withdraw cash, pay for goods or services at points of sale or via the Internet and other media. The Cardholder and the Client may be the same person or two different persons.
- 1.8. **Payment operation** – payment for goods or services at Points of sale or on the Internet, or funds withdrawal.
- 1.9. **Point of sale** – a physical location where the merchant or service provider accepts payments for goods and/or services by the Card.
- 1.10. **Paysera Account** – an electronic money account of the Client linked with the Card, accessible and managed via an Account of the Client in the System.
- 1.11. **Identification tools** – data of the Cardholder imprinted on the Card, Card number, CVV2 number, Card validity period and PIN code.
- 1.12. **VISA** – the international payment card association managing the electronic money system which processes and manages information about Card payment operations.

Other terms used in the Rules of Paysera payment card issuance and usage are defined as described in the General agreement.

## 2. General Provisions

- 2.1. The issuer and owner of the Card is the Issuer, while the Institution is the distributor of the Card providing electronic access to the Account. The Account is opened and funds on the Account are held in the institution of the Issuer.
- 2.2. The Card is issued to the Client (Cardholder), who:

2.2.1. has reached the age of 16 (a holder of an additional Card must reach the age of 13);

2.2.2. owns a Paysera account;

2.2.3. has confirmed his/ her identity.

2.3. All provisions of the General agreement, Supplement "Payment Instruments" and the present Supplement are applied to the Cardholder.

2.4. The Client shall pay fees for Card maintenance, payment operations and other operations set by the Institution for Card issuance. Fees are provided here. The Client confirms that s/he has acquainted themselves with the fees of Card services. By confirming the present Supplement, the Client gives an irrevocable consent to automatically deduct fees from his/ her accounts accessible via the Paysera System.

2.5. The present Supplement comes into force since the moment of ordering the Card.

### 3. Card Issuance and Activation

3.1. To order the Card(s), the Client shall submit a request via his/ her Account in the System in accordance with the established rules. In certain cases the request may also be submitted via other means of remote communication.

3.2. When ordering the Card(s), the Client shall have a sufficient amount of funds on his /her Paysera Account to settle for Card issuance, delivery and one month's maintenance fees. If the amount of funds on the Paysera Account of the Client is insufficient, the Client will not be able to order the Card(s).

3.3. The Card shall be delivered to the Client via mail to the indicated address within 10 (ten) working days after the order. If the Client does not receive the Card in one calendar month, the Client shall inform the Institution thereof. If it is determined that the Client has not received the Card not due to the fault of the Client, the Card sent to the Client is permanently blocked and a new Card is produced and sent to the Client free of charge. If the Client does not receive the second Card as well, s/he will be able to receive a new Card at Paysera office.

3.4. Each Card issued to the Client is not activated, i.e. the Cardholder (Client) cannot use the Card to withdraw cash at ATMs or pay at points of sale or on the Internet until the Card is activated by the Client. The Card must be activated in the Account of the Client under the procedures set forth in the System. After activating the Card, the Cardholder (Client) is given a PIN code, using which the Cardholder (Client) can withdraw cash at ATMs and pay for goods or services at any time at points of sale labeled with VISA logo. If the Card has a contactless payment functionality installed, the Cardholder may execute payment transactions, that do not exceed the amount of the transaction specified in the card reader, without entering a PIN code.

3.5. Card issuance and delivery fees are automatically deducted from the Card upon the order, and a monthly Card maintenance fee is deducted at the moment of activation of the Card.

3.6. When issuing the Card, a Paysera Account is automatically opened to the Client, which is intended solely for executing payment operations related to the Card. The Paysera Account is managed under conditions of the General agreement.

3.7. The Client can order additional Cards which will be linked to the same Paysera Account. For all Cards linked to the same Paysera Account the limits set in the System are applied.

3.8. By filling in the request in the System to issue an additional Card(s), the Client agrees for other persons, who will be cardholders of the Cards, to use the Paysera Account. The Client undertakes to ensure that the Cardholder will use the Card according to provisions of the General agreement, Supplement "Payment instruments" and the present Supplement.

3.9. Upon expiration of validity of the Card(s), a new Card(s) is issued to the Client automatically (if within 90 days before the Card expiration date payment operations with the Card and/or Paysera Account of the Client had been performed) by sending it to the address indicated by the Client in the System. If the Client does not wish to receive a new Card(s) or wants it(them) to be delivered to another address, s/he has to indicate it in the Account not later than 30 days before the Card(s) expiration date under instructions provided in the System.

3.10. For issuance and delivery of a new Card(s) the standard fees are applied, which are automatically deducted from Paysera accounts of the Client in the System under the procedure established in the present Supplement. A new Card(s) is not produced or delivered until all the related fees are paid.

3.11. In case the Client does not activate the Card within 90 (ninety) days from Card issuance and delivery via mail to the address indicated by the Client, the Card will be blocked. If the Client does not unblock the Card within 60 (sixty) days from Card issuance and delivery via mail, it will be blocked permanently. In case the Client still wishes to use the Card, s/he shall submit a request in his/ her Account to issue the Card once again and accordingly pay all fees set by the Institution.

3.12. Upon receipt of the Card via mail, the Cardholder (Client) shall:

3.12.1. make sure that name and surname of the Cardholder on the Card are correct and sign in the signature field on the back side of the Card;

3.12.2. cut the old Card with scissors into several pieces;

3.12.3. in case the envelope is damaged or suspicions arise that the Card may have been extracted from the envelope, the Client shall not activate the Card received via mail, inform the Institution thereof (in 24 hours) and return the envelope with the Card to the Institution.

3.13. In order to refuse the Card, the Client shall contact the Institution and fill in a request. Additional fees may be charged for the Card refusal.

## 4. Use of Card

4.1. The Card shall only be used by the person, whose name and surname are inscribed on the Card and who has signed on the Card.

4.2. The Cardholder can use the Card:

4.2.1. to settle for goods or services at points of sale labeled with VISA logo;

4.2.2. to settle for goods or services on the Internet;

4.2.3. to withdraw funds from ATMs labeled with VISA logo;

4.2.4. to pay for goods or services using contactless payment functionality in special places, marked with a sign of contactless payment, up to an amount not exceeding the amount of the transaction set for a particular card reader. The limits for transactions using contactless payment functionality may vary, depending on the country where the payment is being made.

4.3. The currency of the Account is euro. When the Client adds funds to the Account in a currency other than the currency of the Card Account, the currency is automatically converted according to the currency exchange rate of the Institution valid at that moment, which is constantly updated and published here. When the Client pays for goods or services by the Card at points of sale or withdraws funds in a currency other than the currency of the Card Account, fees set by the Institution are applied for the payment operation and currency exchange.

4.4. Standard limits set to the Paysera Client by the Plan are applied to the Card of the Client, however, one payment operation by the Card cannot exceed 10 000 EUR. If the payment operation of the Cardholder, including fees for such operation, exceeds the limits, the payment operation will not be executed.

4.5. When using the Card to pay at Points of sale or withdraw cash at ATMs, the Cardholder confirms the correctness of performed operations with a PIN code or by signing on the receipt at the point of sale. Such payment operation is considered authorised appropriately. Under demand from the person servicing the Card, the Cardholder shall provide the requested personal identity document. When using the contactless payment functionality within the limits set for such operations, the settlement and authorization of the payment transaction may be executed at the point of sale by holding a card to a card reader instead of validating the transaction with a PIN code or a signature.

4.6. When paying for goods or services on the Internet, the Cardholder submits requested Identification instruments to the merchant or service provider. Such payment operation is considered duly authorised.

4.7. When the transaction using the Card is executed, the amount of the payment operation is reserved on the Paysera Account of the Client under rules of VISA association, including fees for the operation. Funds from the Account are deducted upon receipt of a message from the merchant or service provider about the completed payment.

4.8. Payment operations may not be executed in the event of funds on the Paysera Account are arrested or the right to manage the funds is limited in another way; if the Card is blocked; if the amount of funds on the Paysera Account is insufficient to perform the payment operation (including fees for the operation); if limits of the Card are exceeded; if the Card has expired. Payment operations may not also be executed if the Identification instruments are indicated incorrectly and/or the suspicion arises that the order to perform the payment operation has been submitted not by the Cardholder.

4.9. In case the Client does not pay fees for Card services in a timely manner, payment operations may not be executed and the Paysera Account of the Client will be first of all used to satisfy the requirements of the Institution under the present Supplement.

4.10. The Client can see payment operations by the Card in his/ her Account by generating an Account statement. The Cardholder shall store data confirming performance of operations by the Card until the payment operations are recorded in the Account statement.

4.11. The Client may check the balance on the Card Account:

4.11.1. in the Account of the Client (free of charge);

4.11.2. at ATMs labeled with VISA logo (paid service);

4.11.3. in other ways indicated in the System.

The Institution stresses that if the Paysera Account balance is checked at ATM, due to technical capabilities of the Card and limits applied for one payment operation, the Client can see the balance up to 10 000 EUR , even though the actual balance of the Card Account may be larger.

4.12. Means and fees of Paysera Account top up are provided in the System.

4.13. It is forbidden to use the Card to perform illegal operations, including purchase of goods or services prohibited or limited by the law or other legal acts.

4.14. The Institution / Issuer has the right to temporarily suspend use of the Card due to important reasons (maintenance or development works, change of software, etc.).

4.15. If the Institution receives instructions from bailiffs and/or other institutions or officers who have the right to arrest or give instructions to compulsorily deduct monetary funds of the Client or terminate payment of monetary funds from the account of the Client, the Institution has the right to transfer funds on the Card Account of the Client to the Paysera Account of the Client without a separate notice and thus execute instructions of authorised persons and/or institutions.

## 5. Card Blocking

5.1. If in the event of a Card(s) loss the Cardholder (Client) assumes that Identification tools may have become known to third persons or notices illegal operations performed on his/ her Paysera Account, the Cardholder (Client) shall immediately inform the Institution thereof orally (by calling 24/7 phone number +442080996963) or in writing (by an email to support@paysera.com). After such notification the Card shall be blocked. The Client may also block the Card in his/ her Account. Blocking the Card, the Institution may request to fill in additional documents in the Account and submit additional data. It is forbidden to use the blocked Card. If the Cardholder (Client) assumes that the Card has been stolen, Identification tools have become known to third persons and/or illegal operations may be performed on the Account, s/he shall inform competent institutions thereof.

5.2. If the Client has several Cards and losses one of them or assumes that Identification tools of one of the Cards has become known to third persons or only one of the Cards is used to perform illegal operations, only this card is blocked, while other Cards can be used by the Client as usual.

5.3. The Client shall confirm the circumstances, time and place of losing the Card or its Identification tools to the Institution in writing not later than in 14 (fourteen) calendar days since oral notification described in clause 5.1. has been provided. If the Cardholder fails to fulfill this obligation in written within the set period of time, it is considered that the Cardholder has lost the Card or the Identification instruments have become known to third persons due to great negligence of the Cardholder.

5.4. In case the Client assumes that the Card has been stolen, its Identification tools have become known to third persons and/or illegal operations may be performed on the Account, but the Client does not inform competent institutions thereof, it is considered that the Client has lost the Card or the Identification tools have become known to third persons due to gross negligence of the Client.

5.5. The Cardholder commits to provide the Institution with all information necessary to investigate cases of loss, theft or forgery of the Card or its Identification tools.

5.6. In case the Cardholder using the Card to settle at points of sale or at ATM enters an incorrect PIN code 3 times in a row, the Card shall be permanently blocked.

5.7. The Institution has the right to block the Account (fully or partially suspend payment operations on the Account) and/or the Card (fully or partially forbid to use it), terminate the present Supplement, close the Account and apply other measures described in the General agreement if:

5.7.1. the Cardholder (Client) does not comply with the conditions of the Use of Card;

5.7.2. the Client has arrears to the Institution;

5.7.3. there are other reasons for such actions under the legislation or the General agreement.

5.8. If the Card had been blocked at the initiative of the Client, the Institution can cancel the blockage only if the basis for blocking the Card has disappeared and the Institution has received a written request from the Client. The Client can unblock the Card in his/ her Account if the basis for blocking the Card has disappeared. If the Card was blocked permanently, it cannot be unblocked. The blocked Card can be replaced with a new one under a request from the Client.

5.9. The Institution does not bear any liability for losses incurred by the Cardholder (Client) in case the Card has been blocked under the procedure set forth by the present Supplement.

## 6. Requirements for Safe Use of the Card

6.1. The Cardholder (Client) undertakes:

6.1.1. to sign the Card upon its receipt;

6.1.2. to protect the Card from exposure to water, high temperature, electromagnetic fields, mechanical or other damage, not to fold the Card;

6.1.3. not to give the Card or reveal Identification tools to third persons, not allow and not create conditions for third persons to use the Card or Identification tools;

6.1.4. to keep the Identification tools of the Card in secret (provision of the Card for performance of operation is not considered disclosure of the mentioned information);

6.1.5. not send the Card via mail neither in Lithuania, nor abroad, as well as not to leave the Card in ATM after using it;

6.1.6. to deem the Card a valuable document and store it in the same manner as money, checks or other valuable documents are stored.

6.2. The Institution recommends to memorize the PIN code of the Card and do not write it down on the Card, notebook, piece of paper or elsewhere, not to enter it into a mobile phone, email or other electronic means of communication. Accordingly, it is recommended not to write down or store the Identification tools of the Card. The Identification tools are a secret information and the Client is liable for disclosure of this information and all operations performed using Identification tools.

## 7. Other Terms and Conditions

7.1. The Card is valid 4 (four) years. In case the Card has been damaged, blocked or personal data of the Cardholder has changed, the Client has the right to submit a request for a new Card which will be valid for 4 (four) years.

7.2. Expiration of validity of the Card does not revoke the validity of the General agreement. When the General agreement ceases to be in force, the Client can continue to use the Card until all funds on the Card Account are used; whereas in order to withdraw funds on the Account, the Client shall contact the Issuer. In such case, the Client will not be able to manage the Card via his/ her Account in the System.

7.3. The Institution has the right to:

7.3.1. transfer the rights for claim that arise from the present Supplement to other persons without a separate consent from the Client;

7.3.2. deduct arrears of the Client and fees payable to the Institution from Accounts of the Client in Paysera System.

7.4. The Client shall:

7.4.1. provide the right contact data and precise address where the Card and notifications related to the Card will be sent (the address can be changed once in 90 days. In case of a need to change it more often, the Client shall contact the Institution). If the Client does not receive the Card, the Client shall inquire about the reasons;

7.4.2. hold the responsibility for all arrears that arise while using the Card and immediately cover them;

7.4.3. notify about the refusal of the Card 1 (one) month prior to expiry of the Card, so that the Institution would not order a new Card or deduct fees;

7.4.4. inform the Institution about his/ her wish to terminate the present Supplement and pay fees for refusal of Card prior to its expiry;

7.4.5. ensure that the Cardholder acts in compliance with the present Supplement, General agreement and other applied provisions, and hold the liability for all actions of the Cardholder;

7.4.6. periodically, at least once a month, check the Account statement and payment operations indicated in the statement.

7.5. The Client shall bear all losses related to Card use if they were incurred as a result of dishonest actions of the Client performed on purpose, due to gross negligence or in other cases stated by legislation.

7.6. The Institution/ Issuer is not liable:

7.6.1. if a third party refuses to accept the Card or pay out cash, or the transaction with the Card cannot be confirmed due to actions of a third party;

7.6.2. not receiving a payment confirmation when settling the Card due to reasons not depending on the Issuer or the Institution;

7.6.3. provision of goods or services of poor quality by a third party to the Client, which were paid using the Card;

7.6.4. indirect losses or damage incurred when using the Card;

7.6.5. implementation of promotion or loyalty programs by third persons to the Client.

## 8. Claims

8.1. The Client has the right to submit written complaints (claims) to the Institution:

8.1.1. on errors or disputable authorised operations not later than 60 (sixty) calendar days from the day of deduction of funds from the Account;

8.1.2. on disputable unauthorised or inappropriately executed operations not later than within 13 (thirteen) months from the day of deduction of funds from the Account;

8.1.3. a document certifying the payment using the Card shall be attached to the complaint (if such document is in possession by the Client).

8.2. In case the Client does not submit any complaints, it is considered that the Client does not have any complaints against the Institution / Issuer on performed operations or statements.

8.3. The Parties shall aim to resolve any disputes, including disputes over the amount of the damage and remuneration, by negotiation.