VISA PAYMENT CARD TERMS AND CONDITIONS FOR PLASTIC CARDS

1. DEFINITIONS

1.1. The Terms and Conditions use the definitions below:
1.1.1. “Wallester” means Wallester AS (registration number 11812882), the payment services provider who issues the Cards, registered office at Ahtri tn 6, 10151 Tallinn, Estonia.
1.1.2. “Partner” means Wittix, UAB (registration number 304900982), the Electronic Money Institution, registered office at A. Goštauto g. 12A Vilnius, 01108 Lithuania.
1.1.3. “Partner’s Website” means a website www.wittix.com operated and managed by the Partner to provide its services for the Client and/or the Cardholder.
1.1.4. “Authentication” means the performance of such operations which make it possible to identify the Cardholder and/or establish the validity of the payment instruments issued to the Cardholder.
1.1.5. “Means of Authentication” means information, object, attribute, or other means that enables the Cardholder to Authenticate himself, prove the validity of the Card, or authorise certain operations, for example, a one-time authentication code, a reusable PIN code (personal identification number), the Card.
1.1.6. “Authorisation” means the performance of such operations by which the Cardholder confirms his will to perform certain operations.
1.1.7. “Imperative Norms” are legal provisions contained in legislation that cannot be derogated from by agreement in favour of Wallester.
1.1.8. “Client” means a customer of the Partner, either a natural (private) or legal person who holds a payment account at the Partner, to whose account the Card is tied. In accordance with the Agreement, the Client may appoint the Cardholder and authorise them to use the money in the account and carry out the Operations within the limits specified in the Agreement.
1.1.9. “Cardholder” means a natural person corresponding to the Partner’s and Wallester’s requirements and to whom the Card is issued. The conditions of the Agreement these Terms and Conditions will be binding upon the Cardholder as of the moment the Wallester issues the Card to them
1.1.10. “Card” means a payment instrument that uses the Visa network and is branded by Visa, which is owned by Wallester and issued by Wallester in co-operation with the Partner and which the Cardholder may use to perform the Operations.
1.1.11. “Agreement” means an agreement (separate agreement or part of other services agreement) concluded between the Partner and the Client regarding payment services. The Partner shall incorporate the Payment Card Terms and Conditions in its own agreement templates, forms etc. The Partner shall be responsible when transposing the Payment Card Terms and Conditions for any material deviations from Wallester guidelines that resulted in direct losses to Wallester.
1.1.12. “Payment Card Terms and Conditions” means this document, which stipulates the rights and obligations of Wallester, the Client and/or the Cardholder in the provision of services by Wallester to the Client.
1.1.13. “Visa” means International Card Organisation Visa Europe Ltd.
1.1.14. “Terminal” means an ATM, payment terminal, or any other system (incl. Internet environment) through which the Cardholder can perform the Operations.
1.1.15. “Operation” means using the Card in the Terminal to pay for goods and/or services or obtain information and/or cash withdrawal.
1.1.16. “Strong Authentication” means authentication based on at least two elements that fall into the following categories: knowledge (something known only to the Cardholder), possession (something that only the Cardholder is in possession of), or attribute (something that is specific to the Cardholder), which are independent of each other so that a breach of one of them would not compromise the credibility of the other, and the structure of which allows to protect the confidentiality of the authentication data.

2. WALLESTER’S RIGHTS IN PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

2.1. In preventing money laundering and terrorist financing, Wallester has the following rights:
2.1.1. To regularly verify the information forming the basis for identification of the Client and/or the Cardholder and to request the Client and/or the Cardholder to submit additional documents;
2.1.2. To identify the Client, the Cardholder and/or the beneficial owner at any time chosen by Wallester, including when Wallester has doubts regarding the accuracy of the information received during the initial identification;
2.1.3. To impose temporary or permanent restrictions on the Operations;

2.1.4. To request documents and information concerning the activities of the Client and/or the Cardholder, including information on the purpose and nature of the transaction, and the origin of the Client's assets;
2.1.5. To request from the Client documents forming the basis for a transaction, including information or documents concerning the counterparty of the transaction, the beneficial owner, or other persons involved in the transaction;
2.1.6. To request the Client and/or the Cardholder to provide any other information and perform any other acts which Wallester deems necessary for the implementation of its anti-money laundering and counter-terrorist financing measures.
2.2. Wallester has the right to refuse to execute the Operations if the Client and/or the Cardholder does not comply with the requirements set out in Clause 2.1.

3. USE OF THE CARD

3.1. Only the Cardholder has the right to perform the Operations with the Card.
3.2. Upon issuance of the Card, the Cardholder shall be provided with the personal Means of Authentication (e.g. PIN code), which shall be deemed to be the Cardholder's signature in performing the Operations.
3.3. At the Client's request, Wallester has the right to send the physical Card and the Means of Authentication by post to the address notified to the Partner by the Client. Upon receipt of the physical Card, the Cardholder is obliged to make sure that the envelope with the Card and its Means of Authentication have not been opened nor damaged. The physical Card is activated either in the self-service environment on the Partner's Website or in another manner agreed with the Client.
3.4. The Cardholder may start performing the Operations once the Card has been activated.
3.5. The Cardholder has the right to perform the Operations within the amount and limits stipulated in the Agreement and only in the Terminals marked with the Visa logo.
3.6. When using the Card, the Cardholder is required by Wallester to use the Strong Authentication, except within the limit prescribed for the Operations performed with a Near Field Communication device if the Client agrees to the performance of the Operation by touching the Near Field Communication device.
3.7. If the Cardholder has given his consent to the performance of the Operation, the Cardholder shall not have the right to be refunded for the Operation, unless the person who provided the corresponding service agrees to the refund of the amount paid for the Operation. The consent to perform the Operation or the "payment order" is deemed to be received by Wallester at the moment when payment data is submitted to Visa. The maximum time for performance of the Operation is 24 hours.
3.8. At the request of the person servicing the Card, the Cardholder is obliged to present an identity document and agree to the recording of the document particulars.
3.9. The Cardholder accepts that all the Operations performed by the Cardholder and/or by using the Means of Authentication of the Card or by entering the required particulars in the Internet environment and/or by touching the Near Field Communication device are valid for Wallester and shall be executed by Wallester.
3.10. Wallester has the right to refuse to execute the Operation performed by the Cardholder if:
3.10.1. The Card is invalid or closed or the use of the Card is blocked;
3.10.2. The Operation amount and/or limit (including the Operation fees and expenses) exceeds the available amount and/or limit stipulated in the Agreement;
3.10.3. On any other basis arising from the Payment Card Terms and Conditions or the legislation.
3.11. Wallester has the right to block the use of the Card until the circumstances have been verified if:
3.11.1. Wallester has learned about a circumstance on the basis of which it can be reasonably concluded that the Card is available and/or its Means of Authentication are known to a person who does not have the right to use the Card;
3.11.2. The use of the Card may be associated with fraud on the part of the Cardholder;
3.11.3. The Client or the Cardholder does not perform the obligations proceeding from the Agreement and/or the Payment Card Terms and Conditions;
3.11.4. The Cardholder has not used the Card for at least six (6) consecutive months;
3.11.5. There are another grounds for blocking proceeding from the Agreement, the Payment Card Terms and Conditions, or legislation.
3.12. If the basis for blocking the Card pursuant to Clause 3.11 does not cease to exist or there exists any other basis for closing the Card as specified in the Agreement, Wallester has the right to close the Card.
3.13. The Client and/or the Cardholder has the right to request that the Card be blocked and/or closed at any time.
3.14. A blocked, closed, or invalid Card may not be used.
3.15. Unless otherwise provided by the Imperative Norms, Wallester shall not be liable for any damage caused to the Client and/or the Cardholder or any other third party by Wallester's blocking the use of the Card or closing the Card in accordance with the Payment Card Terms and Conditions. This shall also be the case if Wallester blocks the use of the

Card in good faith based on incorrect information.
3.16. Wallester has the right to bring in third parties for executing the Card Operations.
3.17. Wallester has the right to determine the Card limits and the minimum and maximum amount of a one-off Operation. The Partner shall have the right to set other limits for its client, provided that it does not contradict minimum and maximum limits set by Wallester.
3.18. When using the Card, the fees related to the Operations are also taken into account, in particular, but not limited to, the fee for requesting a limit query and/or viewing a statement of the Operations via an ATM, as well as an additional fees and conversion fees calculated by Visa. Claims for the Card Operations outside the euro area will be received by Wallester from Visa in euros or converted into euros.
3.19. The Cardholder shall inform the Partner of any malfunctions or disturbances that prevent carrying out the Operation.
3.20. The Card has a fixed term and is valid until the date indicated on the Card.

4. SECURITY REQUIREMENTS FOR USING THE CARD

4.1. The Cardholder shall:
4.1.1. Sign the Card by hand upon receipt;
4.1.2. Use the Card in accordance with the Payment Card Terms and Conditions and make every effort to protect the Card from mechanical damage, high temperature, electromagnetic exposure, copying, modification etc.;
4.1.3. Not pass the Card over to a third party (third parties), except to the person accepting the payment for the duration of the Operation;
4.1.4. Use the Card only in the Terminals marked with the Visa logo and follow the instructions given by the Terminal or written on it when performing the Operations. Wallester shall not be liable for any damage caused by a breach of this Clause of the Payment Card Terms and Conditions;
4.1.5. Not use the Card for illegal purposes and in manner, including the purchase of goods and services that are prohibited by applicable law;
4.1.6. Immediately report any errors or disruptions hindering the performance of the Operations;
4.1.7. Perform other obligations arising from the Payment Card Terms and Conditions or the legislation.
4.2. In order to ensure the security of the Operations, the Cardholder undertakes to periodically change the Means of Authentication of the Card if the respective procedures and periods have been established by Wallester.
4.3. The Cardholder is obliged to ensure that no person who does not have the right to use the Card comes into possession of the Card and/or its Means of Authentication. The Cardholder shall make every effort to keep the Card and/or its Means of Authentication secure, including shall memorise the Means of Authentication, shall not record the Means of Authentication on any data carrier, and shall keep the Means of Authentication with care preventing their use by third parties (including shall destroy the document containing the Means of Authentication promptly once they have been memorised).
4.4. If the Card is unauthorised or misused, or if the Card and/or its Means of Authentication have been lost or stolen or have or may have become known to a third party who is not entitled to use them, the Cardholder is obliged to promptly report the incident using the phone number and the business hours shown on the Partner's Website.
4.5. Upon receipt of the information specified in Clause 4.4, Wallester shall make every effort to stop further use of the Card (incl. close the Card).
4.6. Wallester and/or another person servicing the Card has the right to refuse to execute the Operation and/or withhold the Card if the Card and/or its Means of Authentication have been used incorrectly or if Wallester and/or the person servicing the Card has doubts about the Cardholder's identity.

5. INFORMATION AND SUBMISSION OF COMPLAINTS ABOUT OPERATIONS PERFORMED

5.1. Where necessary, Wallester shall, through the Partner, provide a statement of the Cardholder's Operations and related expenses to the Client in the self-service environment on the Partner's internet banking portal.
5.2. The Client or the Cardholder is obliged to immediately check the accuracy of the Operations performed. Any complaints about the unauthorised and/or improperly executed Operations shall be submitted in a format enabling written reproduction promptly but no later than within the term stipulated in the applicable enactments.
5.3. If the Cardholder has authorised the Operation without knowing the exact amount, the Cardholder has the right to file a complaint to or claim refund of the Operation amount directly from the recipient of the payment resulting from the Operation, instead of Wallester.
5.4. Any other complaints and disputes between the Client, the Cardholder and Wallester shall be settled by

negotiation. If, in settling their differences concerning the Payment Card Terms and Conditions, Wallester and the Client and/or the Cardholder fail to reach an agreement, the dispute shall be resolved by the court for the area where Wallester has its registered office.
5.5. The Client confirms that he agrees that the contractual relations arising from these Payment Account and Card Terms and Conditions shall be governed by the laws of the Republic of Estonia and that disputes shall be settled by the Estonian courts unless it is in contrary to the Imperative Norms.

6. LIABILITY

6.1. Wallester and the Client and/or the Cardholder shall be liable for breaching their obligations in accordance with the provisions of this Payment Card Terms and Conditions and legal enactments.
6.2. Where an unauthorised payment has been made by using the lost or stolen Card and/or the Means of Authentication, or where the Card and/or the Means of Authentication have been used in any other unlawful manner and the Cardholder has not properly kept the Card and/or the Means of Authentication and there are no statutory circumstances excluding liability, the Client and the Cardholder shall be liable for any damage caused until the acceptable notification to Wallester, but not exceeding the amount of 50 euros. This amount limit shall not apply if an unauthorised payment involves fraud on the part of the Cardholder or if the Cardholder intentionally or with gross negligence breached the following:
6.2.1. The obligation to use the Card and/or the Means of Authentication in accordance with the terms and condition for their issue and use, including the obligation to make every effort to protect the Card and/or the Means of Authentication enabling its use as from the receipt of the Card and/or the Means of Authentication;
6.2.2. The obligation to promptly after learning of the relevant incident report the loss, theft, and unauthorised or incorrect use of the Card and/or the Means of Authentication;
6.2.3. One or more conditions for issuing or using the Card and/or the Means of Authentication.
6.3. Wallester and the Partner shall not be held liable for third parties involved in performing the Operations, for goods or services paid by the Card, and in cases where the Card is refused to be accepted for the performance of the Operation.
6.4. The Partner shall be solely liable to the Client and the Cardholder for the fulfilment of the Partner's obligations. In no case shall Wallester be liable for the Partner if the Partner fails to fulfil its contractual obligations.

7. VALIDITY OF THE CARD AND ISSUE OF A NEW CARD

7.1. The Card is valid until the last day (inclusive) of the calendar month specified on the Card.
7.2. Upon expiry of the validity of the Card, Wallester has the right to prepare a new Card. Wallester and/or the Partner shall inform the Cardholder of the time and/or manner of receiving the new Card.
7.3. Wallester has the right not to prepare and/or issue a new Card upon expiry of the validity of the Card or when the Cardholder applies for a new Card (replacement card), if the Client and/or the Cardholder has breached any obligation or condition for using the Card arising from this Payment Card Terms and Conditions or any other agreement concluded with Partner, or if the Cardholder no longer meets the requirements set by Wallester/ the Partner.
7.4. If the Client and/or the Cardholder does not want a new Card, the Client and/or the Cardholder shall, through the Partner, inform Wallester thereof in writing or in any other manner accepted by Wallester at least 45 (forty-five) days before the last day of the month marked on the Card.
7.5. If the Cardholder does not accept the Card and/or the Card is not activated within three (3) months from the date of preparation of the Card, Wallester has the right to close and destroy the Card without refunding any service charges.
7.6. The Cardholder undertakes not to use the Card that is invalid, closed or otherwise unfit for use and shall physically destroy such Card within three (3) days after it was closed or became invalid or unfit for use.

8. ENTRY INTO FORCE, AMENDMENT AND TERMINATION

8.1. The Payment Card Terms and Conditions shall come into force as from its signing and has no fixed term.
8.2. Wallester has the right to unilaterally amend the Payment Card Terms and Conditions by giving the Client at least two (2) months' notice thereof. Within these two (2) months, the Client has the right to terminate the Payment Card Terms and Conditions with immediate effect and free of charge provided that all the obligations arising from the Payment Card Terms and Conditions have been fulfilled. If the Client has not terminated the Payment Card Terms and Conditions within the period specified above, he shall be deemed to have accepted the amendments.
8.3. The Client has the right to terminate the Payment Card Terms and Conditions by giving Wallester at least one (1)

month's ordinary notice thereof.
8.4. Wallester has the right to terminate the Payment Card Terms and Conditions by giving the Client at least two (2) months' ordinary notice thereof.
8.5. Wallester has the right to terminate the Payment Card Terms and Conditions as an extraordinary remedy without giving advance notice if:
8.5.1. The Client and/or the Cardholder has provided false information to Wallester and/or the Partner when applying for the Card or has failed to provide information known to the Client and/or the Cardholder affecting the performance of the Payment Card Terms and Conditions;
8.5.2. The Client has failed to fulfil his payment obligation owed to the Partner within an additional term of 14 (fourteen) days given to the Cardholder and the Partner has made a relevant request;
8.5.3. The Card issued hereunder has been closed and/or blocked for at least four (4) consecutive months;
8.5.4. The Card expires and the Cardholder does not accept the new Card from Wallester within the period stipulated in Clause 7.5 (incl. does not activate the new Card);
8.5.5. The Card has not been used for the Operations for six (6) consecutive months.
8.6. In addition to the cases stipulated in the Payment Card Terms and Conditions, Wallester has the right to terminate the Payment Card Terms and Conditions as an extraordinary remedy without giving advance notice on other statutory grounds.
8.7. The termination of the Payment Card Terms and Conditions shall not affect the collectability or satisfaction of financial claims arising prior to the termination of the Payment Card Terms and Conditions.

9. FINAL PROVISIONS

9.1. Wallester and the Client undertake not to disclose any information concerning the conclusion or performance of this Payment Card Terms and Conditions to third parties, except where it is necessary in the circumstances of processing the Card or the Operations, or where it has been agreed so herein. Wallester and the Partner have the right to exchange any information between them regarding the Payment Card Terms and Conditions, the Operations, the Card, the Client and/or the Cardholder and process relevant data in order to provide the service to the Client and/or the Cardholder hereunder.
9.2. Wallester has the right to disclose information about the Operations, the Card, the Client and/or the Cardholder to third parties whose right to receive information arises from legal enactments and/or Wallester's principles of processing client data.
9.3. Personal data processing by Wallester is made in accordance with the Privacy Policy of Wallester available on www.wallester.com/privacy
9.4. Supervision over Wallester's activities shall be carried out by the Estonian Financial Supervision and Resolution Authority (address: Sakala 4, 15030 Tallinn, telephone: +372 66 80 500, e-mail: info@fi.ee, website: www.fi.ee).

VISA PAYMENT CARD TERMS AND CONDITIONS FOR VIRTUAL CARDS

1. DEFINITIONS

1.1. The Terms and Conditions use the definitions below:
1.1.1. "Wallester" means Wallester AS (registration number 11812882), the payment services provider who issues the Cards, registered office at Ahtri tn 6, 10151 Tallinn, Estonia.
1.1.2. "Partner" means Wittix, UAB (registration number 304900982), the Electronic Money Institution, registered office at A. Goštauto g. 12A Vilnius, 01108 Lithuania.
1.1.3. "Partner's Website" means a website www.wittix.com operated and managed by the Partner to provide its services for the Client and/or the Cardholder.
1.1.4. "Authentication" means the performance of such operations which make it possible to identify the Cardholder and/or establish the validity of the payment instruments issued to the Cardholder.
1.1.5. "Means of Authentication" means information, object, attribute, or other means that enables the Cardholder to Authenticate himself, prove the validity of the Card, or authorise certain operations, for example, a one-time authentication code or a reusable CVV code (Card Verification Value).
1.1.6. "Authorisation" means the performance of such operations by which the Cardholder confirms his will to perform certain operations.
1.1.7. "Imperative Norms" are legal provisions contained in legislation that cannot be derogated from by agreement in

favour of Wallester.
1.1.8. “Card Data” includes the name of the Cardholder, the number, validity period, and security feature (e.g., CVV code) of the Card.
1.1.9. “Client” means a customer of the Partner, either a natural (private) or legal person who holds a payment account at the Partner, to whose account the Card is tied. In accordance with the Agreement, the Client may appoint the Cardholder and authorise them to use the money in the account and carry out the Operations within the limits specified in the Agreement.
1.1.10. “Cardholder” means a natural person corresponding to the Partner’s and Wallester’s requirements and to whom the Card is issued. The conditions of the Agreement and these Terms and Conditions will be binding upon the Cardholder as of the moment the Wallester issues the Card to them.
1.1.11. “Card” means a payment instrument that uses the Visa network and is branded by Visa, which is owned by Wallester and issued by Wallester in co-operation with Partner and which the Cardholder may use to perform the Operations.
1.1.12. “Agreement” means an agreement (separate agreement or part of other services agreement) concluded between the Partner and the Client regarding payment services. The Partner shall incorporate the Payment Card Terms and Conditions in its own agreement templates, forms etc. The Partner shall be responsible when transposing the Payment Card Terms and Conditions for any material deviations from Wallester guidelines that resulted in direct losses to Wallester.
1.1.13. “Payment Card Terms and Conditions” means this document, which stipulates the rights and obligations of Wallester, the Client and/or the Cardholder in the provision of services by Wallester to the Client.
1.1.14. “Visa” means International Card Organisation Visa Europe Ltd.
1.1.15. “Terminal” means an ATM, payment terminal, or any other system (incl. Internet environment) through which the Cardholder can perform the Operations.
1.1.16. “Operation” means using the Card in the Terminal to pay for goods and/or services or obtain information and/or cash withdrawal.
1.1.17. “Strong Authentication” means authentication based on at least two elements that fall into the following categories: knowledge (something known only to the Cardholder), possession (something that only the Cardholder is in possession of), or attribute (something that is specific to the Cardholder), which are independent of each other so that a breach of one of them would not compromise the credibility of the other, and the structure of which allows to protect the confidentiality of the authentication data.

2. **WALLESTER’S RIGHTS IN PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING**

2.1. In preventing money laundering and terrorist financing, Wallester has the following rights:
2.1.1. To regularly verify the information forming the basis for identification of the Client and/or the Cardholder and to request the Client and/or the Cardholder to submit additional documents;
2.1.2. To identify the Client, the Cardholder and/or the beneficial owner at any time chosen by Wallester, including when Wallester has doubts regarding the accuracy of the information received during the initial identification;
2.1.3. To impose temporary or permanent restrictions on the Operations;
2.1.4. To request documents and information concerning the activities of the Client and/or the Cardholder, including information on the purpose and nature of the transaction, and the origin of the Client’s assets;
2.1.5. To request from the Client documents forming the basis for a transaction, including information or documents concerning the counterparty of the transaction, the beneficial owner, or other persons involved in the transaction;
2.1.6. To request the Client and/or the Cardholder to provide any other information and perform any other acts which Wallester deems necessary for the implementation of its anti-money laundering and counter-terrorist financing measures.
2.2. Wallester has the right to refuse to execute the Operations if the Client and/or the Cardholder does not comply with the requirements set out in Clause 2.1.

3. **USE OF THE CARD**

3.1. Only the Cardholder has the right to perform the Operations with the Card.
3.2. Upon issuance of the Card, the Cardholder shall be provided with the personal Means of Authentication (e.g. CVV code), which shall be deemed to be the Cardholder’s signature in performing the Operations.
3.3. The Card consists only of the Card Data, the physical card is not issued. The transfer of the Card Data and activation takes place in the self-service environment on the Partner’s Website or in a manner agreed with the Cardholder.

3.4. The Cardholder may start performing the Operations once the Card has been activated.
3.5. The Cardholder has the right to perform the Operations within the amount and limits stipulated in the Agreement and only in the Terminals marked with the Visa logo.
3.6. The Operation made with the Card is binding to the Cardholder if the Cardholder has given its approval, that is, authorized the Operation. By authorizing the Operation, the Cardholder gives its consent to Wallester to perform the Operation. To authorize the Operation, the Cardholder shall enter the Card Data into the field indicated for that purpose on the respective website of the service provider or make a point-of-sale transaction through contactless by scanning a mobile device on the site of the service provider. The consent to perform the Operation or the "payment order" is deemed to be received by Wallester at the moment when payment data is submitted to Visa. The maximum time for performance of the Operation is 24 hours.
3.7. At the request of the Partner and/or Wallester, the service provider may refuse to accept payment with the Card.
3.8. The Operations may be carried out only by the Cardholder personally. Wallester and the Partner has a right to assume that all the Operations have been carried out by the Cardholder and according to the will, until proven otherwise or until the Cardholder has informed the Partner in accordance with Clause 4.2.
3.9. When using the Card, the Cardholder is required by Wallester to use the Strong Authentication.
3.10. If the Cardholder has confirmed the performance of the Operation, the Cardholder shall not have the right to be refunded for the Operation, unless the person who provided the corresponding service agrees to the refund of the amount paid for the Operation.
3.11. The Cardholder accepts that all the Operations performed by the Cardholder are valid for Wallester and shall be executed by Wallester.
3.12. Wallester has the right to refuse to execute the Operation performed by the Cardholder if:
3.12.1. The Card is invalid or closed or the use of the Card is blocked;
3.12.2. The Operation amount and/or limit (including the Operation fees and expenses) exceeds the available amount and/or limit stipulated in the Agreement;
3.12.3. On any other basis arising from the Payment Card Terms and Conditions or the legislation.
3.13. Wallester has the right to block the use of the Card until the circumstances have been verified if:
3.13.1. Wallester has learned about a circumstance on the basis of which it can be reasonably concluded that the Card is available and/or its Means of Authentication are known to a person who does not have the right to use the Card;
3.13.2. The use of the Card may be associated with fraud on the part of the Cardholder;
3.13.3. There are another grounds for blocking proceeding from the Agreement, the Payment Card Terms and Conditions, or legislation.
3.14. If the basis for blocking the Card pursuant to Clause 3.13 does not cease to exist or there exists any other basis for closing the Card as specified in the Agreement, Wallester has the right to close the Card.
3.15. The Client and/or the Cardholder has the right to request that the Card be blocked and/or closed at any time.
3.16. A blocked, closed, or invalid Card may not be used.
3.17. Unless otherwise provided by the Imperative Norms, Wallester shall not be liable for any damage caused to the Client and/or the Cardholder or any other third party by Wallester's blocking the use of the Card or closing the Card in accordance with the Payment Card Terms and Conditions. This shall also be the case if Wallester blocks the use of the Card in good faith based on incorrect information.
3.18. Wallester has the right to bring in third parties for executing the Operations.
3.19. Wallester has the right to determine the Card limits and the minimum and maximum amount of a one-off Operation. The Partner shall have the right to set other limits for its client, provided that it does not contradict minimum and maximum limits set by Wallester.
3.20. The Cardholder shall inform the Partner of any malfunctions or disturbances that prevent carrying out the Operation.
3.21. The Card has a fixed term and is valid until the date indicated on the Card.

4. **SECURITY REQUIREMENTS FOR USING THE CARD**

4.1. The Cardholder shall:
4.1.1. Not pass the Card Data over to a third party (third parties), except to the person accepting the payment for the duration of the Operation;
4.1.2. Shall not save the Card Data on any data medium;
4.1.3. Not use the Card for illegal purposes and in manner, including the purchase of goods and services that are prohibited by applicable law, which may cause damage to the Partner and/or Wallester and/or to a third party;
4.1.4. Perform other obligations arising from the Payment Card Terms and Conditions or the legislation.
4.2. If a third party has learned the Card Data and in any other case when there is a risk of a third party using the Card,

the Cardholder shall immediately inform the Partner by using the phone number and the business hours shown on the Partner's Website.
4.3. Upon receipt of the information specified in Clause 4.2, Wallester shall make every effort to stop further use of the Card (incl. close the Card).

5. INFORMATION AND SUBMISSION OF COMPLAINTS ABOUT OPERATIONS PERFORMED

5.1. Where necessary, Wallester shall, through the Partner, provide a statement of the Cardholder's Operations and related expenses to the Client in the self-service environment on the Partner's Website.
5.2. The Client or the Cardholder is obliged to immediately check the accuracy of the Operations performed. Any complaints about the unauthorised and/or improperly executed Operations shall be submitted in a format enabling written reproduction promptly but no later than within the term stipulated in the applicable enactments.
5.3. If the Cardholder has authorised the Operation without knowing the exact amount, the Cardholder has the right to file a complaint to or claim refund of the Operation amount directly from the recipient of the payment resulting from the Operation, instead of Wallester.
5.4. Any other complaints and disputes between the Client, the Cardholder and Wallester shall be settled by negotiation. If, in settling their differences concerning the Payment Card Terms and Conditions, Wallester and the Client and/or the Cardholder fail to reach an agreement, the dispute shall be resolved by the court for the area where Wallester has its registered office.
5.5. The Client confirms that he agrees that the contractual relations arising from these Payment Account and Card Terms and Conditions shall be governed by the laws of the Republic of Estonia and that disputes shall be settled by the Estonian courts unless it is in contrary to the Imperative Norms.

6. LIABILITY

6.1. Wallester and the Client and/or the Cardholder shall be liable for breaching their obligations in accordance with the provisions of this Payment Card Terms and Conditions and legal enactments.
6.2. Where an unauthorised payment has been made by using the lost or stolen Card Data and/or the Means of Authentication, or where the Card Data and/or the Means of Authentication have been used in any other unlawful manner and the Cardholder has not properly kept the Card Data and/or the Means of Authentication and there are no statutory circumstances excluding liability, the Client and the Cardholder
shall be liable for any damage caused until the acceptable notification to Wallester, but not exceeding the amount of 50 euros. This amount limit shall not apply if an unauthorised payment involves fraud on the part of the Cardholder or if the Cardholder intentionally or with gross negligence breached the following:
6.2.1. The obligation to use the Card Data and/or the Means of Authentication in accordance with the terms and condition for their issue and use, including the obligation to make every effort to protect the Card Data and/or the Means of Authentication enabling its use as from the receipt of the Card Data and/or the Means of Authentication;
6.2.2. The obligation to promptly after learning of the relevant incident report the loss, theft, and unauthorised or incorrect use of the Card Data and/or the Means of Authentication;
6.2.3. One or more conditions for issuing or using the Card and/or the Means of Authentication.
6.3. Wallester and the Partner shall not be liable for third parties involved in performing the Operations, for goods or services paid by the Card, and in cases where the Card is refused to be accepted for the performance of the Operation.
6.4. The Partner shall be solely liable to the Client and the Cardholder for the fulfilment of the Partner's obligations. In no case shall Wallester be liable for the Partner if the Partner fails to fulfil its contractual obligations.

7. ENTRY INTO FORCE, AMENDMENT AND TERMINATION

7.1. The Payment Card Terms and Conditions shall take effect upon the approval by the Client in the manner and by the means accepted by Wallester.
7.2. Wallester has the right to unilaterally amend the Payment Card Terms and Conditions by giving the Client at least two (2) months' notice thereof. Within these two (2) months, the Client has the right to terminate the Payment Card Terms and Conditions with immediate effect and free of charge provided that all the obligations arising from the Payment Card Terms and Conditions have been fulfilled. If the Client has not terminated the Payment Card Terms and Conditions within the period specified above, he shall be deemed to have accepted the amendments.
7.3. The Client has the right to terminate the Payment Card Terms and Conditions by giving Wallester at least one (1) month's ordinary notice thereof.

7.4. Wallester has the right to terminate the Payment Card Terms and Conditions by giving Client at least two (2) months' ordinary notice thereof.
7.5. Wallester has the right to terminate the Payment Card Terms and Conditions as an extraordinary remedy without giving advance notice if:
7.5.1. The Client and/or the Cardholder has provided false information to Wallester and/or the Partner when applying for the Card or has failed to provide information known to the Client and/or the Cardholder affecting the performance of the Payment Card Terms and Conditions;
7.5.2. The Card has not been used for Operations for six (6) consecutive months.
7.6. In addition to the cases stipulated in the Payment Card Terms and Conditions, Wallester has the right to terminate the Payment Card Terms and Conditions as an extraordinary remedy without giving advance notice on other statutory grounds.
7.7. The termination of the Payment Card Terms and Conditions shall not affect the collectability or satisfaction of financial claims arising prior to the termination of the Payment Card Terms and Conditions.

8. **FINAL PROVISIONS**

8.1. Wallester and the Client undertake not to disclose any information concerning the conclusion or performance of this Payment Card Terms and Conditions to third parties, except where it is necessary in the circumstances of processing the Card or Operations, or where it has been agreed so herein. Wallester and the Partner have the right to exchange any information between them regarding the Payment Card Terms and Conditions, the Operations, the Card, the Client and/or the Cardholder and process relevant data in order to provide the service to the Client and/or the Cardholder hereunder.
8.2. Wallester has the right to disclose information about the Operations, the Card, the Client and/or the Cardholder to third parties whose right to receive information arises from legal enactments and/or Wallester's principles of processing client data.
8.3. Personal data processing by Wallester is made in accordance with the Privacy Policy of Wallester available on www.wallester.com/privacy
8.4. Supervision over Wallester's activities shall be carried out by the Estonian Financial Supervision and Resolution Authority (address: Sakala 4, 15030 Tallinn, telephone: +372 66 80 500, e-mail: info@fi.ee, website: www.fi.ee).