PAYMENT CARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1. The Terms and Conditions use the definitions below:

1.1.1. **Agreement** means an agreement (separate agreement or part of other services agreement) concluded between the Partner and the Client regarding provision of services to the Client and all its' appendices;

1.1.2. **Authentication** is the performance of such operations as enable the Cardholder to be identified and/or the validity of the Card issued to the Cardholder to be established;

1.1.3. **Means of Authentication** means information, objects, attributes, or other means that enables the Cardholder to Authenticate himself, prove the validity of the Card, or authorize Operations (for example, a one-time authentication code, PIN or CVV code);

1.1.4. **Authorisation** means the process of giving the Cardholder permission to do or have something;

1.1.5. **Available Funds** means the amount of funds available in the balance for Operations;

1.1.6. **Card** means a payment instrument that uses the Visa network, issued and owned by Wallester in cooperation with the Partner to a Cardholder, and which the Cardholder may use to perform Operations. The Card can be a Chip&Pin Card or a Virtual Card;

1.1.7. **Card Data** includes the Cardholder's name, the Card number, validity period and security feature (e.g. CVV code) of the Card;

1.1.8. **Cardholder** means a person corresponding to Wallester' requirements and who has been authorized by the Client to use the Card on behalf of the Client. The Client is responsible for any Operations performed by the Cardholder with the Card;

1.1.9. **Chip&Pin Card** means a physical Card with an electronic chip, requiring a PIN-code as an authorization mean and has a Near Field Communication function. A Chip&Pin Card can be made of plastic, veneer, metal or any other suitable material;

1.1.10. **Client** means a customer of the Partner with whom the Partner has concluded the Agreement;

1.1.11. **Digital Wallet** is a service provided by another company (e.g. Apple Pay, Android Pay, Samsung Pay, etc.) that allows to use the Card to complete transactions where the Digital Wallet is accepted;

1.1.12. **Imperative Norms** are legal provisions contained in legislation that cannot be derogated from by agreement in favour of Wallester;

1.1.13. **Near Field Communication (NFC)** means technology which can be used for contactless exchange of data over short distances;

1.1.14. **Operation** means using the Card in a Terminal to pay for goods and/or services, or to obtain information, and/or to withdraw cash if cash withdrawal via Visa card is enabled by service providers other than Wallester, or using the Card for online payment to a merchant providing goods and/or services;

1.1.15. **Partner** means the contractual partner of Wallester;

1.1.16. **Partner's Website** means a website operated and managed by the Partner to provide its services to the Client and/or Cardholder;

1.1.17. **Partner's Application** means an application for a smart device, which is operated and managed by the Partner to provide services to the Client and/or the Cardholder;

1.1.18. **Payment Card Terms and Conditions** means this document, which stipulates the rights and obligations of Wallester, the Client and/or Cardholder in the provision of services by Wallester to the Client;

1.1.19. **Strong Authentication** means authentication of the Cardholder based on at least two elements that fall into the following categories: knowledge (something known only to the Cardholder), possession (something possessed only by the Cardholder), or attribute (something peculiar to the Cardholder), which are independent of each other, so that a breach of one of these elements does not compromise the credibility of the other, and the structure of which allows to protect the confidentiality of the authentication data;

1.1.20. **Terminal** means an ATM, point-of-sales terminal, or any other system (incl. online environment) through which the Cardholder can perform Operations with the Card;

1.1.21. **Virtual Card** means a Card that consists of digital Card Data, is accessible online and has no physical body;

1.1.22. **Visa** means the International Card Organization Visa Europe Ltd;

1.1.23. **Wallester** means Wallester AS (registration number 11812882), the payment services provider, registered office at F.R. Kreutzwaldi 4, 10120 Tallinn, Estonia, which holds activity license No. 4.1-1/224 issued by the Estonian Financial Supervision and Resolution Authority.

2. USE OF THE CARD

2.1. Only the Cardholder has the right to perform Operations with the Card.

2.2. Upon issuance of the Card, the Cardholder shall be provided with personal Means of Authentication (e.g. PIN or CVV code), which shall serve as the Cardholder's signature when performing the Operations. At the Cardholder's request, Wallester shall have the right to send the Card and the Means of Authentication by post to the address provided by the Cardholder to Wallester.

2.3. Before the Cardholder can use the Card, they must activate it by following the activation instructions provided by Partner. The Card is activated either in the self-service environment on the Partner's Website or through the Partner's Application. The Cardholder may start performing Operations with the Card once the Card has been activated.

2.4. The Cardholder has the right to perform Operations within the amount and limits established by the Partner.

2.5. Where an Operation needs a monetary settlement (e.g. payment for goods and/or services or the value of a cash withdrawal), this amount will be deducted from the Account on the Client's behalf by the Partner. The Partner will act as the Client's agent in debiting the Account and transmitting the necessary amounts to Wallester for the Client's benefit (to settle the Client's liability for those settlement amounts). When the Partner transfers the necessary amount to Wallester, Wallester will treat this as though the Client had sent the necessary funds directly. In the event that the Partner incorrectly debits and/or transmits the monies or transmits the wrong amount, the Client should contact the Partner to discuss the rectification of this issue, and the Partner will then discuss the matter with Wallester.

2.6. When using the Card, the Cardholder is required to use Strong Authentication, except for the limits prescribed for Operations performed with a Near Field Communication device.

2.7. If there is not enough Available Funds available to perform an Operation with the Card, some merchants will not allow the combined use of the Card with other payment methods.

2.8. Wallester starts the execution of the Operation immediately after the Cardholder has authorized the Operation with the Card. Authorization (the Cardholder's consent to perform an Operation) may be performed using the Card or through the acquirer using the Card Data. If the Cardholder has authorized the Operation with the Card, the Cardholder is not entitled to a refund of the Operation, unless the person who provided the corresponding service (for example, the merchant) agrees to refund the amount paid for the Operation.

2.9. At the request of the person servicing the Card, the Cardholder is obliged to present an identity document and consent to the recording of the document's data.

2.10. Wallester has the right to refuse to execute any Operations with the Card if:

2.10.1. the Card is invalid or closed or the use of the Card is blocked;

2.10.2. Wallester's believes that the Operation may violate the law or the terms of this Payment Card Terms and Conditions;

2.10.3. the Card is being used on illegal websites or with payment processors supporting illegal websites, or to purchase illegal goods or services;

2.10.4. the Operation amount and/or limit (including the Operation fees and expenses) exceeds the Available Funds and/or the limit established by Wallester and/or the Partner;

2.10.5. on any other basis arising from the Agreement or this Payment Card Terms and Conditions or legislation.

2.11. Wallester has the right to block the use of the Card until the circumstances have been verified if:

2.11.1. Wallester has become aware of 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 is not authorized to use the Card;

2.11.2. the use of the Card may be associated with fraudulent or unlawful/criminal activities;

2.11.3. the Client or the Cardholder fails to fulfil its obligations under the Agreement or this Payment Card Terms and Conditions;

2.11.4. there are other grounds for blocking based on the Agreement, this Payment Card Terms and Conditions or legislation.

2.12. If the basis for blocking the Card pursuant to Clause 2.10 does not cease to exist or there is another basis for closing the Card under the Agreement or this Payment Card Terms and Conditions, Wallester has the right to close the Card.

2.13. Unless otherwise provided in the Imperative Norms, Wallester shall not be liable for any damage caused to the Client and/or the Cardholder or any other third party as a result of Wallester blocking the use of the Card or closing the Card in accordance with the Agreement or this Payment Card Terms and Conditions. This shall also apply if Wallester blocks the use of the Card in good faith on the basis of false information.

2.14. Wallester has the right to assume that all the Operations with the Card have been carried out by the Cardholder in accordance with the Cardholder's will, until proven otherwise or until the Cardholder has informed Wallester in accordance with Clause 3.2.

2.15. When using the Card, the fees related to the Operations are also taken into account, including the fee for requesting a limit query and/or viewing the Operation statement via ATM, as well as the additional fees and conversion fees calculated by Visa, etc.

3. SECURITY REQUIREMENTS FOR USING THE CARD

3.1. The Cardholder shall use the Card in accordance with this Payment Card Terms and Conditions including the following requirements:

3.1.1. to make every effort to protect the Chip&Pin Card from mechanical damage, high temperatures, electromagnetic exposure, copying, alteration, etc.;

3.1.2. not to disclose the Chip&Pin Card or the Card Data or the Means of Authentication to any third party, except to the person accepting the payment for the duration of an Operation;

3.1.3. to use the Card only in Terminals marked with the Visa logo or in Internet environments supported by Visa and to follow the instructions of the Terminal or the Internet environment when performing Operations. The instructions written on the Terminal shall be deemed to be correct and given by the Terminal. Wallester shall not be liable for any damage caused by a breach of this Clause of this Payment Card Terms and Conditions;

3.1.4. not to use the Card for illegal purposes and in a manner prohibited by applicable law, including the purchase of prohibited goods and services;

3.1.5. not to store the Card Data or the Means of Authentication on a data carrier;

3.1.6. to immediately report any errors or disruptions hindering the performance of Operations;

3.1.7. to beware of fraud. Wallester will never ask the Client or the Cardholder to provide Wallester with the Card Data or the Means of Authentication by email or phone. Therefore, do not provide anyone with any information about the Card Data or the Means of Authentication if such request is purportedly made on behalf of Wallester;

3.1.8. fulfil other obligations arising from the Agreement or this Payment Card Terms and Conditions or legislation.

3.2. If the Card is unauthorized 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 to the Partner.

3.3. Upon receipt of the information referred to in Clause 3.2, Wallester shall make every effort to prevent further use of the Card (incl. blocking the Card).

3.4. Wallester and/or any other 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 user's identity.

3.5. Wallester shall follow PCI DSS 3.2 requirements and follow the procedures for securing and monitoring access of Cardholder data.

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

4.1. The Card is valid until the last day (inclusive) of the calendar month indicated on the Card.

4.2. After the expiry of the validity period of the Card:

4.2.1. Wallester shall have the right to issue a new Chip&Pin Card (replacement card). The Partner shall inform the Client about the time and/or manner of receiving the new Chip&Pin Card;

4.2.2. the new Virtual Card is not issued automatically. The Client has to submit a new application for the Virtual Card.

4.3. Wallester has the right not to issue a new Card upon expiry of the Card's validity or upon the Client's application for a new Card (replacement card), if the Client and/or the Cardholder has breached any obligation or condition for the use of the Card arising from this Payment Card Terms and Conditions or any other agreement concluded with Wallester, or if the Client or the Cardholder no longer meets the requirements set by Wallester.

4.4. If the Client does not want a new Chip&Pin Card, the Client shall notify the Partner in writing or in another manner accepted by the Partner at least 45 days before the last day of the month indicated on the Card.

4.5. If the Client does not accept the Card and/or the Card is not activated within 3 months from the date of creation of the Card, Wallester has the right to close and destroy the Card without refunding any service charges.

4.6. The Client undertakes not to use the Card and not to allow the Cardholder to use an invalid, closed or otherwise unusable Card, and to physically destroy the Card within 3 days after it became closed or invalid or unusable.

5. DIGITAL WALLET

5.1. An alternative way to use the Card may be the Digital Wallet service. Use of the Digital Wallet is subject to additional terms and conditions and is provided at the sole discretion of Wallester. The Digital Wallet may not

be accepted at all locations where the Card is otherwise accepted. The Cardholder may add or remove a Card from the Digital Wallet in accordance with the Digital Wallet provider's instructions.

5.2. Wallester will not charge the Client any additional fees for adding the Card to the Digital Wallet or using the Card in the Digital Wallet. The Digital Wallet provider may charge additional fees for the use of the Digital Wallet.

5.3. Wallester is not a Digital Wallet provider and is not responsible for the provision of the Digital Wallet service or for any failure of the Digital Wallet or inability to use the Digital Wallet for any transaction. Wallester is only responsible for providing secure information to the Digital Wallet provider to enable the use of the Card in the Digital Wallet as requested by the Client.

5.4. The Cardholder is responsible for protecting their mobile device, passwords and other information required to make Operations using the Digital Wallet and is responsible for all transactions made through their mobile device, whether the credentials used are those of the Cardholders or another person.

5.5. In the event of any questions, disputes or complaints in connection with the Digital Wallet, the Client should contact the Digital Wallet provider.

6. ENTRY INTO FORCE, AMENDMENT AND TERMINATION

6.1. The Payment Card Terms and Conditions shall enter into force upon signing the Agreement between the Partner and the Client and shall be concluded for an unspecified term.

6.2. Wallester has the right to unilaterally amend the Payment Card Terms and Conditions. The content of the changes will be communicated to the Client by the Partner by giving the Client at least 2 months' notice thereof. Within these 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 Agreement and 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.

6.3. Wallester has the right to terminate the provision of services to the Client by giving Client at least 2 months' ordinary notice thereof.

6.4. Wallester has the right to terminate the Payment Card Terms and Conditions as an extraordinary remedy without prior notice if:

6.4.1. the risks associated with the Client are beyond Wallester's risk appetite;

6.4.2. the circumstances stipulated in Clause 2.10 have been verified;

6.4.3. the Card issued hereunder has been closed and/or blocked for at least 4 consecutive months;

6.4.4. the Card expires and the Cardholder fails to accept the new Card from Wallester within the period stipulated in Clause 4.5 (incl. failure to activate the new Card);

6.4.5. the Card has not been used for Operations for 6 consecutive months.

6.5. 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.

6.6. The termination of the Payment Card Terms and Conditions shall not affect the validity of the Agreement concluded between the Partner and Client and the collectability or satisfaction of financial claims arising prior to the termination of the Payment Card Terms and Conditions.

6.7. Termination of the Agreement concluded between the Partner and the Client shall result in immediate termination of the Payment Card Terms and Conditions and blocking of the Card.

7. LIABILITY

7.1. Wallester and the Client and/or the Cardholder shall be liable for breach of their obligations in accordance with the provisions of this Payment Card Terms and Conditions and legal enactments. Wallester shall not be liable for failure to perform Operations if:

7.1.1. if there are insufficient Available Funds to carry out the Operation;

7.1.2. if there is not enough cash in the ATM where the Operation is performed;

7.1.3. if the Terminal where the Operation was performed did not work properly;

7.1.4. if circumstances beyond Wallester's control (e.g. fire, flood, national emergency, computer or communication failure) prevent the Operation from being performed;

7.1.5. if a merchant refuses to accept the Card;

7.1.6. if the Card has been blocked after the Client or the Cardholder has reported the loss or theft of the Card or the Card Data;

7.1.7. if Available Funds are subject of legal proceedings or any other encumbrance restricts their use;
7.1.8. if Wallester has reason to believe that the Operation is unauthorized;
7.1.9. there are other reasons arising from this Payment Card Terms and Conditions or legislation.
7.2. Wallester shall not be liable for third parties involved in performing Operations, for goods or services paid by the Card, and in cases where acceptance of the Card for the performance of an Operation is refused.
7.3. If an unauthorized payment has been made using the lost or stolen Card and/or the Means of Authentication, or if the Card and/or the Means of Authentication have been used in any other unlawful manner, and if the Cardholder has not properly stored the Card and/or the Means of Authentication, and if there are no legal 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 the unauthorized payment is due to fraud on the part of the Client or the Cardholder, or if the Client or the Cardholder has intentionally or grossly negligently breached the following:
7.3.1. the obligation to use the Card and/or the Means of Authentication in accordance with this Payment Card Terms and Conditions on its issuance and use, including the obligation to make every effort to protect the Card and/or the Means of Authentication enabling its use from the moment of receipt of the Card and/or the Means of Authentication;
7.3.2. the obligation to report the loss, theft and unauthorized or improper use of the Card and/or the Means of Authentication immediately after becoming aware of the relevant incident;
7.3.3. one or more conditions for issuing or using the Card and/or the Means of Authentication.
7.3.4. The Partner shall be solely liable to the Client and the Cardholder for the performance of the Partner's obligations. Wallester shall in no case be liable for the Partner if the Partner fails to fulfil its contractual obligations.

8. WALLESTER'S RIGHTS IN PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

8.1. In preventing money laundering and terrorist financing, Wallester shall have the following rights:
8.1.1. to request additional information about the Client and/or the Cardholder, their representatives, owners and ultimate beneficial owners and the Client's business activities, incl. data on the origin of the wealth of the Client and their beneficial owners, on their contractual partners, turnover, the share of cash and non-cash transactions, frequency of transactions, etc.;
8.1.2. periodically verify the information forming the basis for the identification of the Client and/or the Cardholder and request the Client and/or the Cardholder to submit additional documents;
8.1.3. to identify the Client, the Cardholder and/or the beneficial owner at any time chosen by Wallester, especially, if Wallester has doubts about the accuracy of the information obtained during the initial identification;
8.1.4. to impose temporary or permanent restrictions on Operations;
8.1.5. to request documents and information about the activities of the Client and/or the Cardholder, including information about the purpose and nature of the transaction and the origin of the Client's assets;
8.1.6. to request the Client documents that form the basis of a transaction, including information or documents about the counterparty to the transaction, the beneficial owner, or other persons involved in the transaction;
8.1.7. to request the Client and/or the Cardholder to provide any other information and to take any other action Wallester deems necessary to implement its anti-money laundering and counter-terrorist financing measures.
8.2. Wallester has the right to refuse to provide services to the Client or to issue a Card and/or to execute Operations if the Client and/or the Cardholder fails to comply with the requirements set out in Clause 8.1.

9. INFORMATION AND SUBMISSION OF COMPLAINTS

9.1. Where necessary, Wallester shall provide the Client, through the Partner, with a statement of the Cardholder's operations and related expenses in the self-service environment on the Partner's Website.
9.2. The Client or the Cardholder is obliged to check the correctness of the performed Operations. Complaints regarding unauthorized and/or improperly executed Operations shall be raised without undue delay, but no later than within the time limit provided for by the applicable legislation, in a format that allows for written reproduction.
9.3. If the Client or the Cardholder has authorized the Operation without knowing the exact amount, the Client 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.

9.4. All other complaints and disputes between the Client and Wallester shall be settled by negotiation. If Wallester and the Client fail to reach an agreement with negotiations, the dispute shall be settled by the court of the place where Wallester has its registered office.

9.5. The Client agrees that the contractual relations arising from these Payment Card Terms and Conditions shall be governed by the laws of the Republic of Estonia and that disputes shall be settled by the Estonian court, unless it conflicts with Imperative Norms.

10. FINAL PROVISIONS

10.1. Wallester and the Client agree not to disclose any information relating to the conclusion or performance of this Payment Card Terms and Conditions to any third party, unless this is necessary for the processing of the Card or the Operations or has been agreed herein. Wallester shall have the right to process relevant data in order to provide the service to the Client and/or the Cardholder in accordance with this Payment Card Terms and Conditions.

10.2. Wallester has the right to disclose information about 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.

10.3. The specific terms and conditions for processing of personal data are stipulated in the Privacy Policy available on Wallester's website.

10.4. 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).