

General Terms and Conditions

Date of issue: March 1, 2021

Central Bank of Malta Mastercard® prepaid card (the “**Card**”) and the additional services specified herein (together with the Card, referred to hereafter as the “**Services**”) are developed for Central Bank of Malta (“**CLIENT**”) – Castille Place, Valletta, VLT 1060, Malta and provided by DiPocket UAB (“**DiPocket**”) under its electronic money institution license. Unless indicated otherwise, any action attributed or directed to the Central Bank of Malta 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**”), 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 dipocket.org/legal/cbom (“**Website**”). Upon your request, the Agreement shall be sent to you by e-mail free of charge.

By accepting this Agreement, 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 your Account. In case of doubt you shall contact us prior to accepting the Agreement.

DiPocket is a Financial Institution authorized and regulated by the Lithuanian financial supervisory authority - the Bank of Lithuania, which is located at: 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 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 to provide services that are listed in the license. The license may be found following the link: https://www.lb.lt/lt/frd-licencijos/view_license?id=1985.

DiPocket’s legal entity code is: 305599375, registered address is: Upės str. 23, 08128, Vilnius, the Republic of Lithuania (the “**Address**”). You can also contact DiPocket via e-mail: 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 customer’s request. DiPocket holds customer funds in segregated accounts held with banks operating in the EEA and with the Bank of Lithuania, meaning customer funds are segregated from DiPocket’s own funds. However, your funds entrusted to us are not covered by Lithuanian deposit insurance scheme www.iidraudimas.lt/en/.

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.

The Agreement 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. 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.

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Registering as a Customer (the “Customer”)

To register as a Customer and open your personal account with DiPocket (the “Account”) you must be aged at least 18 and a lawful resident of the EEA

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 Customers 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 Customer.

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 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 your Card and terminate the Agreement.

Personal Information

We carefully safeguard the information we hold about you, including your personal data (the “Personal Information”) and, in particular, we are responsible for the security of sensitive cardholder data we process and transmit on your behalf, such as name, surname, personal identification number, date of birth, address, e-mail address, telephone number, facial image, live video recording, identity document data and a copy of the document, transaction data, PAN, expiry date, CVV, payment account number, IP address, citizenship, employment, public office, other applicable data required by money laundering and terrorist financing prevention legislation. DiPocket is the data controller of your Personal Information that you provide to us. If you wish to contact us about the processing of your Personal Information, please contact our Data Protection Officer at DPO@dipocket.org. Subject to your explicit consent, we may transfer your Personal Information to third parties, also explaining the intended use of the transferred Personal Information. When you provide your consent to such transfer, the specified third party becomes the Data Controller of the Personal Information we transfer to them. You can withdraw your consent at any by writing to DPO@dipocket.org.

Your Personal Information will be processed for the purposes described in the Agreement, including for contractual reasons, in order to provide you with the Services eg to produce cards for use with the Account and to provide you with Account-related communications, for purposes where we have a legal right or a legal obligation including for tax and accounting reasons, or for fraud and money laundering detection and for marketing where you consent to this.

You have a right of access to your Personal Information and you can correct (rectify) that Personal Information at any time.

We will process the Personal Information which you provided to us during the registration process. The Personal Information you provide at registration is both a statutory requirement and necessary for us to enter into the Agreement. Providing your Personal Information to us is voluntary; if you do not provide us with the necessary information and documents, we will not be able to perform the Services. You have a right to ask us to restrict processing or to erase your Personal Information and 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.

You also have a right to object to the processing of your Personal Information, provided it is processed based on public interest or our legitimate interests. Furthermore, you may also ask us to provide your Personal Information in machine-readable form back to you, for onward sharing with another data controller or to provide this data to a third party for their use, at your direction.

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. 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. The Personal Information also comes from your usage of the Card, including information about payments you make or receive, and from your other interactions with us, for example through social media, and, if it is compliant with the applicable law, 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) or fraud prevention agencies.

Subject to your consent, we may also monitor or record telephone calls between you and us or capture images or video recordings during our interactions. We will use these recordings for risk management and fraud prevention purposes, to check your instructions to us, and for training and quality purposes.

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, and (ii) you have provided them with all the Information contained in this policy, regarding the processing of personal data as required under the applicable law.

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 allowed to under applicable law and for legitimate business purposes, to help prevent fraud and other financial crime, and for other legal and regulatory reasons:

- According to law on the prevention of money laundering and terrorist financing of Republic of Lithuania, register data, copies of your identity documents, the identity data of the beneficial owner, the identity data of the beneficiary, direct video streaming/direct video broadcasting recordings, other data received at the time of establishing your identity, and account and/or agreement documentation (originals of the documents), and the documents confirming a monetary operation or transaction and data or other legally binding documents and data related to the execution of monetary operations or conclusion of transactions shall be stored for eight years from the date of termination of transactions or business relationships with you;
- According to law on the prevention of money laundering and terrorist financing of Republic of Lithuania, correspondence with you shall be stored for five years from the date of termination of transactions or business relationships with you;
- Time limits for storage may be additionally extended for up to two years upon a reasoned instruction of a competent authority.

If the Personal Information is no longer required for the abovementioned reasons, we will delete it.

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.

According to art. 13.2 (d) of General Data Protection Regulation (2016/679) you also have a right to lodge a complaint with your national Data Protection Authority.

How we use the Personal Information

We use the Personal Information for security, identity verification, to communicate with you and to comply with the law.

Specifically, if it is compliant under the applicable law, we and other DiPocket Group companies may use the Personal Information to pursue our legitimate interests:

- to carry out regulatory checks and meet our obligations to our regulators;
- to prevent and detect fraud, money laundering and other crime (such as identity theft);

- to tell you about products and services which may be of interest to you (direct marketing) – if we do so we will provide you with a method to notify that you wish to opt out of such communications and we will honour your instructions;
- to develop and improve our Services through assessment and analysis of the Personal Information including credit and/or behavioural scoring, market and product analysis, and market research.

We will never pass the Personal Information to a third party for them to use in their own direct marketing without your consent.

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, or for legitimate purposes including business purposes and where your rights or freedoms are not infringed. Where we rely upon 'legitimate purposes' as a justification for our processing of the Personal Information, we will carry out an assessment, called a 'Legitimate Interests Assessment' and keep a record of it.

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

- other DiPocket Group companies, including to fulfil our obligations to identify you;
- our service providers and agents (including their sub-contractors) such as providers of data center, cards processor, cards bureau (if we issue a physical card for you), SMS messaging service providers;
- to other third parties (including their sub-contractors) who perform part of the Services or support your transactions, such as Mastercard and our partner banks in the EEA who provide, amongst other things, for the safeguarding of your funds;
- anyone to whom we transfer or may transfer our rights and duties in the Agreement;
- Lithuanian and other regulators and 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 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 for the details of the fraud prevention agencies with which we share the Information;
- 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

We may process the Personal Information abroad, within or outside the European Union, provided we comply with the applicable laws and regulations. Where we are sharing the Personal Information with organisations outside of the EEA, we will ensure they agree to apply equivalent levels of protection as we do. We use legal mechanisms, 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.

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.

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, e-mail, mobile phone or any other means that may be available from time to time, 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.

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 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.

Payment Services

The Services include the below:

- Cash withdrawals;
- Card payments at certain outlets displaying the Mastercard Acceptance Mark;
- Account topup from the Agency for the Welfare of Asylum Seekers (AWAS) Malta;

Transferring money to the Account

Your Card can only be topped by the Agency for the Welfare of Asylum Seekers (AWAS) Malta.

Using the Card

The Card is a Mastercard prepaid bearer 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 your Card;
- not reveal your PIN or the Code;
- not write down your PIN;
- delete the PIN from your mobile phone when you receive it;
- only release the Card to make a transaction at a merchant or to withdraw cash from an ATM displaying the Mastercard® Acceptance Mark.

You can use it at all locations that display the Mastercard Acceptance Mark: for purchases in physical stores –, and at automated teller machines ("ATM") for cash withdrawals. Limits and fees apply.

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 your 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 your 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 your 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.

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 your 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 your Card.

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

- block the Card immediately calling us on +356 203 41 741 (we have a 24 hour service) so that we can block your Card;
- stop using the Card, card number or PIN immediately.

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

- the security of your Card, card number or PIN;
- the suspected unauthorised or fraudulent use of your Card or PIN. We will, if possible, inform you before blocking, or restricting your 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; 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.

When we suspect there may be an attempt to use your 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 your 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. 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 your 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.

From April 2021, as soon as practical and in compliance with regulatory requirements, 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 your Card and how the exchange rate applied by us compares to reference rates published by the European Central Bank.

Restrictions on the functionality of your 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 or third parties. In this case, DiPocket may, amongst other things, do the following:

- restrict, suspend or close access to your 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 your Card and Account safe

You must keep safe at all time your 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**”).

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 your 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 your Card or of its unauthorized use, call us straight away on +356 203 41 741.

Balance and statements

You will receive an SMS after each transaction, showing basic transaction details and available balance.

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 your 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.

Redemption of funds

Upon receipt of funds to your Account, we shall issue electronic money at nominal value. You may ask us to transfer back the sums belonging to you and held on your Account (the "Funds") at any time during the validity term of this Agreement and up to six years after closing your 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 transfers 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 your 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 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 your 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 your Account. In case of errors or disputes about transactions, please contact AWAS, who will support you with the case.

If your Card is used without your permission, or is lost, stolen or if you think your 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.

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 your 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 your 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 your 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 your 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 your 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 bank transfer fee.

If we receive funds on your 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 your 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 your 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) your Card or Account illegally or for criminal activity (including receiving proceeds of crime on your Card);
- you inappropriately let someone else use your Card or Account.

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 would 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 13 months and your account balance is nil.

Complaints Policy

If you are unhappy in any way with your 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, Lithuania, Vilnius, the Republic of Lithuania;
2. by phone, calling us on +356 203 41 741;
3. in electronic form by using the contact methods provided on dipocket.org/en/contact.

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 am on the following Monday.

If it is not possible to respond with a detailed, substantive reply within 24 hours of receipt of the complaint, a further communication will be provided within 5 Business Days. We will send our final response within 15 Business Days.

Handling of complaints is free of charge. The Parties agree that complaints shall be submitted, handled and responded 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 from receiving the claim, you have the right to raise a dispute or a complaint with 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, email pt@lb.lt; 3) submitting a free-form application to the Supervision Service of the Bank of Lithuania, Žalgirio g. 90, LT-09303 Vilnius, email pt@lb.lt. 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 email to either of the following addresses: Totorių g. 4, LT-01121 Vilnius, info@lb.lt, or Žalgirio g. 90, LT-09303 Vilnius, email pt@lb.lt.

In the event that you are still not satisfied with the final reply or no agreement was reached with DiPocket, you may refer the matter in writing to: 'The Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonju, Floriana FRN 1530, Malta'. Further information may be obtained through the official website: www.financialarbiter.org.mt; Freephone (local calls): 8007 2366 and Telephone: 2124 9245.