

General Terms and Conditions

Date of issue: 22/06/2022

DiPocket Mastercard® prepaid card (the “**Card**”) and the additional services specified herein (together with the Card, referred to hereafter as the “**Services**”) are developed and provided by DiPocket UAB (“**DiPocket**”) under its electronic money institution license.

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 <https://dipocket.org/legal> (“**Website**”). Upon your request, the Agreement shall be sent to you by e-mail free of charge.

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

DiPocket 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: 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 User’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, 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 User (the “User”)

Registering as a user you become a customer of DiPocket (a “**Customer**”). To register as a User and open the account with DiPocket (the “**Account**”) you must be aged at least 18 and be an EEA or UK citizen. If you are under 18 (the exact age from which you are able to register and open an account shall be determined in accordance with the law of your country of residence), registering under the responsibility of a legal Supervisor – such as a parent or a legal guardian - may also enable you to register as a User, when this option is available to you during the registration process.

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

We offer two levels of registration:

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

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

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

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

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

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

- to organize and/or conduct sweepstakes, gambling, cryptocurrency purchases, sales or trading;
- for copyright infringement;
- for testing other financial services providers or to generate transactions for the purpose of benefitting from other financial service providers loyalty offers;
- to discredit individuals or legal entities;
- in a way that can lead to complaints, disputes, refunds, and the emergence of other obligations to DiPocket, other users or third parties;
- to receive or send funds obtained by fraud or in violation of the law;
- to carry out any activity in violation of the law;
- to circumvent DiPocket’s policies, including but not limited to attempts to create additional accounts to exceed usage limits or circumvent blocking by DiPocket of an existing Account.

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

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

Personal Information

We carefully safeguard the information we hold about you, including your personal data (the “**Personal Information**”) and 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.

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) e.g., 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, (ii) you have provided them with all the Information 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 the 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 mechanism, such as standard contractual clauses as indicated in General Data Protection Regulation (2016/679) art. 46 to implement the cross-border transfer of your personal data; or implement security measures like anonymization on the data before the cross border data transfer. For any inquiries on means that safeguards data transfer outside EU please contact us at DPO@dipocket.org.

Open-Banking

We will transfer data to any entity who you authorise us to share information about the 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 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 it. This notification obligation applies even if the above changes have been made public (e.g., registered in a public register or published through the mass media). If you fail to fulfil the notification obligation, DiPocket is entitled to assume the correctness of the data at DiPocket's disposal, unless otherwise prescribed in the jurisdiction of your residency.

Notices and exchange of information

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

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

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

Unique User Identifier

Your Unique User 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 Users within DiPocket's systems to transfer or request funds to/from you.

Payment Services

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

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

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

Transferring money to the Account

If you register as a User, subject to eligibility for the Card type you hold we offer several options to top-up the Account and Card, which may include transfers from cards issued by other banks (we may request proof of ownership), bank transfers in selected currencies and cash deposits in selected locations. We will also offer you payment initiation services as an options to initiate bank transfers for top up purposes. For details please consult the applicable Limits Table available on the Website or provided to you with the Card.

In all cases funds will be credited to the Account and will be accessible through the Card) in the amount equal to the amount transferred/deposited, net of applicable fees as specified in the Card Terms and Conditions.

Before crediting funds to the Account, if we suspect fraudulent activity, we may ask you to provide evidence of the reason for the payment. Should you be unable or unwilling to provide satisfactory answers, we reserve the right to return the funds to the sender.

We endeavour to load the Card as soon as we are aware that money has been transferred to it. We will credit transfers from another card executed via our systems instantaneously, and incoming bank transfers and cash deposits as soon as we can and not later than on end of the day we receive it on your behalf, if it is a business day, or in the morning of the next day if we receive the money during a business day in the Republic of Lithuania - Monday, Tuesday, Wednesday, Thursday and Friday, i.e. days when DiPocket is operating and open for business, except for official holiday days in the Republic of Lithuania (the “**Business Day**”).

International Bank Account Number (“IBAN”)

To receive bank transfers, if this functionality is available to you within our systems, you will be assigned one or more (depending on the currencies you use) IBANs or other unique account numbers, which you will need to provide for an interbank payment order to be properly initiated or executed and be credited to the Account with us.

Payments from other User

Depending on the type of the Account you are using, you may be able to receive payments from other Users. These payments will be credited immediately if you have previously accepted a payment from the same sender, otherwise will be available to you immediately after your acceptance. If you do not accept a payment within 7 days from receiving it, the money will be sent back to the sender.

If you do not hold a Sub-account in the currency of the payment, we will wait for your instructions to convert the funds to a currency you hold a Sub-account in or to open a Sub-account for you in that currency (if we offer such currency) and functionality for the Account.

Other Account top-up options

Cash deposits may be available in certain countries and currencies. You should inquire about the availability of cash deposits with our Customer Service team if you are interested in using such service. For the avoidance of doubt, you will not be able to pay cheques on the Account. Cash deposits may be available in certain countries and currencies.

If money is credited to you by mistake

Sometimes a payment may be recalled by the bank that made it (for example, because it was fraudulent), and sometimes a payment goes into the Account by mistake. This happens rarely, but please tell us straight away if money appears unexpectedly on the Account.

To make things right, we can take the payment back out of the Account – even if we have allowed you to make a payment or to take cash out against it.

Should you initiate any card scheme mechanism to recover money used to fund the Account with cards issued to you by other banks, we reserve the right to investigate the matter and, where appropriate, challenge any recovery attempt. We are entitled to share such information with the card scheme about you, the Account and any payment transactions as we consider appropriate for challenging the claim.

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

You can use it at all locations that display the Mastercard Acceptance Mark: for purchases in physical stores – including contactless, and at automated teller machines (“ATM”) for cash withdrawals as well as for online and telephone purchases. You can also enrol it in Apple Pay and Google Pay. It allows you to receive cash-back when making purchases in physical stores, however it cannot be used for other cash transactions such as withdrawing cash from a bank and purchasing traveller’s cheques or foreign exchange from a bureau de change. Limits and fees apply.

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

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

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

For a contactless transaction:

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

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

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

- block the Card immediately calling us on +370 5 208 4858 (we have a 24 hour service) so that we can block the Card;
- stop using the Card, card number or PIN immediately.

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

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

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

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

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

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

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

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

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

Using the Card in foreign currencies

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

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

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

Using DiPocket App (the "App")

The App is the most convenient and secure tool to manage the Account and provides our full functionality – including but not limited to several ways to send and receive money and to open e-money wallets. You may link the Card to the App and/or you may order a Card through it. You agree that we will provide information in the App or on the Website where we are obliged to provide information in a durable medium in accordance with applicable legislation.

Before using the App you must download it to your mobile phone. the App is currently available on compatible smartphones running Android 5.0 or higher or iOS 12.0 or higher. We may change the version of the operating systems the App works with at any time. Some features may not be available on all platforms or operating systems. It is your responsibility to:

- ensure you comply with any local restrictions on downloading, using or otherwise exporting the App;
- not download the App from anywhere other than the official store of your OS provider or install or use it on a jail-broken or rooted device;
- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Agreement, or act fraudulently or maliciously for example by hacking into or inserting malicious code into the App or Android, iOS or other operating systems.

If you use functionality in the App which accesses information on your device (for example to upload content), you consent to the App accessing your device and information in the manner described in the General Terms and Conditions. Please be aware that the App will only access your personal data when and to the extent it is crucial to use functionality in the App. To use the App you may incur charges from your mobile or data service provider depending on your tariff.

The App may utilise or include third party software and copyrighted material or may be subject to third party or other open

source licenses.

If you log into the Account using a mobile device, push notifications related to the Account will continue to be directed to that mobile device until you log into the Account from another device.

Some Services may not be available in your country and their inclusion in the Agreement shall not be construed as our obligation to provide the Services. However, after any of the Services is made available to you, we can only withdraw it abiding by the rules for “Changes to the General Terms and Conditions” outlined below.

From time to time updates to the App may be issued via Apple’s App Store, Google Play or other application stores the App is available from. Depending on the update, you may not be able to use the App until you have downloaded its latest version and accepted any new terms.

Sub-accounts and Cards

In addition to the Main Account, you may elect to hold 6 sub-accounts in the App (the “**Sub-accounts**”) in a choice of currencies. The list of available currencies is available in the App when opening the Sub-account.

For each Sub-account in select currencies, you may elect to request additional Cards— either virtual (i.e. the Card details are available only electronically and the Card cannot be used in physical acceptance networks such as merchant POS or ATMs) or physical. For each Sub-account you may hold both a virtual and a physical Card.

Certain versions of the App include an optional spend control functionality enabling you to individually control the acceptance parameters and limits of a Card. When available and activated, it allows you to enable and disable at your discretion and with immediate effect the acceptance of a Card by channel (e.g., at ATM, POS, e-commerce), by country (e.g., restricting usage abroad) and by merchant category. It also enables you to reduce spend limits.

Shared Sub-accounts

You can share the Sub-accounts (except for your Main Account) with one or more other Users by sending an invitation through the App. In such case:

- the invitation applies to the specific Sub-account for which it is sent, not to all Sub-accounts;
- if you invite another User or are invited by one to share a Sub-account, you agree that all funds and other functionality related to that Sub-account can be used independently by you and any other individual who is sharing that Sub-account (i.e. we can accept instructions from any individual User who shares that Sub-account);
- any User sharing a Sub-account – except for the original owner of the Sub-account – can at any time terminate their connection with that Sub-account;
- the original owner of the Sub-account can unilaterally, at any time, terminate the connection of other User with that Sub-account;
- if a User sharing a Sub-account – except for the original owner of the Sub-account – becomes bankrupt, or undergoes any other analogous process, their connection with that Sub-account will be terminated;
- if the original owner of the Sub-account becomes bankrupt, or undergoes any other analogous process, all other User’s connection with that Sub-account will be terminated;
- by using the Shared Sub-account functionality, you confirm your understanding of its functionality and hold us harmless from any dispute you may have with other Users sharing the Sub-account.

Supervised Users’ Accounts are shared with the Supervisor and cannot be shared with anyone else. A Supervisor can, at any time, withdraw all funds available on the Supervised Accounts and terminate supervision, with the result that the Supervised User will no longer be able to use his/her Account and Cards.

When a Supervised User reaches the age of 18, he/she will be requested to accept once more the General Terms and Conditions and his/her Supervised Accounts will be automatically unshared.

Execution of non-Card payments via the App

To keep the money safe, and to avoid mistakes, we will only execute payment instructions if we think they are correct, complete and come from you:

- correct: unless an instruction is obviously wrong, we will assume you’ve given us the right information. In particular, we will assume the recipient account number or phone number you have given is correct;
- complete: we will not attempt to process incomplete instructions;
- come from you: we will think an instruction has come from you if it was made via the App under your credentials or if the

Card, PIN and/or password were used.

We will follow your instructions to make a payment from the Account whenever we can under the applicable law, provided:

- you have the money in the Account to cover the payment at the moment of initiating the payment;
- you fill in all required fields in the App. These fields are dependent on the specific type of payment you are trying to make and are clearly visible on the relevant screens; and
- the payment is above the minimum and below the maximum amount, as specified in the Limits Table.

Fulfilment of these three conditions constitutes an instruction (the “**Instruction**”).

Failure to fulfil any of the conditions in full in respect of a payment transaction will result in the Instruction being deemed incomplete and we will not be required to comply with it.

If you do not have enough money to cover the payment, then we won’t be able to carry out the Instruction (unless the payment is one we’ve guaranteed to make). If you have enough money to cover the payment but not the applicable payment fee, we may – at our sole discretion – carry out the Instruction.

For payments through the interbank payments systems, we will forward your Instruction to the relevant partner bank as soon as practical – i.e., online when possible and not later than 15:00 EET if the Instruction is received by 12:00 EET, or 11:30 EET of the next Business Day if the Instruction is received after 12:00 EET, or during a weekend or a bank holiday in the country of the relevant partner bank. Our selected partner bank will then process it as it is customary for the particular type of payment (i.e., 1 Business Day for domestic payments in EUR (same Business Day if received by 12:00 EET), 1 Business Day for SEPA payments and up to 4 Business Days for SWIFT payments, unless the payment is suspended under the cases specified in the applicable laws and/or this Agreement. If currency conversion is involved, we always seek the fastest execution terms but, depending on the currency, this may be as long as 2 Business Days and additional time may be needed to transfer funds to and from our FX provider. Once an Instruction is received, it can no longer be cancelled by you.

For payments between Users, we will transfer the money immediately, with the following caveats:

- if a currency conversion is involved, it may delay receipt of the payment by up to 2 Business Days;
- if the recipient has not yet accepted a payment from you, the transfer will be initiated immediately, and the relevant amount will be blocked on the Account but will not be available to the recipient until he/she accepts it. If the recipient does not accept the transfer within 7 days, the amount will be unblocked and become available on the Account;
- if the recipient does not hold a Sub-account in the currency of the funds, we will wait for his/her instructions to convert the funds to a currency in which he or she holds a Sub-account or to open a Sub-account in the currency of the funds;
- if the recipient is not yet a User, the transfer will be initiated immediately, the relevant amount will be blocked on the Account and he/she will be notified of the availability of your payment via an SMS to the mobile number you have instructed us to transfer the money to. If the recipient does not register as a User and accept the transfer within 7 days, the amount will be unblocked and become available on the Account.

If you have provided us with a complete Instruction we deemed to be valid but have mistakenly made a payment to another User, it remains a matter between you and the recipient and we will not take part or be a party to an ensuing dispute. We will however support you in the attempt to recover the funds if you request us to do so, by submitting a request to the beneficiary via interbank channels and will assume all possible measures to track the payment operation and make all efforts to recover the funds of the payment operation.

You are responsible if you mistakenly instruct us to make the same payment more than once.

Currency conversion

We offer online currency conversion functionality during market trading hours (i.e. uninterrupted except for weekends and bank holidays). The current list of available currencies is accessible when selecting the currency of the beneficiary account. The list of available currencies is subject to change due to regulatory restrictions, cessation of services in such currency by our partner bank or currency provider, or restrictions on operations in such currency due to money laundering or terrorist financing. If it is possible, we will notify you with 2 months` notice.

When you choose a payment involving currency conversion, prior to confirming the transaction we will show you the actual exchange rate that we will apply to your conversion. With effect from April 2021, we will display how the exchange rate applied by us compares to reference rates published by the European Central Bank.

During market trading hours we update applicable exchange rates online while, outside trading hours and during systems

outages, we apply the last exchange rate available in our systems at that time. Notwithstanding the above and depending on market conditions, we reserve the right not to provide currency conversion services outside market trading hours, during systems outages or during periods of high currency volatility.

When you try to make a payment in a currency other than your default currency, if you hold a Sub-account in that currency with enough funds to make the payment we will propose you to use it rather than to exchange the currency.

Restrictions on the functionality of the Account

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

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

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

Keeping the Card and Account safe

You must keep safe at all time the Card details – including PAN (the 16 digits number displayed on the front of the Card), expiry date, CVV (the 3 digits number, displayed on the back of the Card), PIN (Personal Identification Number), and any passwords and devices you use to access security details of the Card and/or Account by any method (together the “**Personalised Security Features**”). This also includes any Card details in e-wallets, on retailer’s websites or on devices such as mobile phones. If you have registered a Card on a device or within an e-wallet this will include passwords and security processes used to access your device or e-wallet (device ID, passcodes or passwords) and any fingerprints or other biometric or identification methods stored in your device. Please note that not all Personalized Security Features may be applicable to the Card.

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

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

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

If you become aware of the loss, theft or misappropriation of the Card or of its unauthorized use, call us straight away on +370 5 2084858.

Balance and statements

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

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

Fees

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

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

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

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

Redemption of funds

Upon receipt of funds to the Account, we shall issue electronic money at nominal value. As a Customer, you may ask us to transfer back the sums belonging to you and held on the Account (the "Funds") at any time during the validity term of this Agreement and up to 6 years after closing the Account. The Funds will be transferred to the bank account indicated by you on the same Business Day. For the first 12 months after closing the account, there is no cost to you for transferring the Funds back if your bank account is in the Account currency and is held in the country where such currency is legal tender, within the SEPA region. After 12 months from closing the Account, or in case an international bank transfers are required, fees may apply, as indicated in the Tariff Table. The aforementioned rule on transferring back the Funds applies to the redemption of electronic money at their nominal value issued to you by DiPocket.

If something goes wrong

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

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

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

Where you have either deliberately or with gross negligence:

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

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

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

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

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

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

Payment scam.

Our liability towards you

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

You cannot claim a loss or damage from us if:

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

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

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

Changes to the Agreement

We can change the Agreement in the circumstances listed below.

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

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

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

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

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

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

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

Cancelling the Services

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

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

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

When you can cancel the Services

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

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

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

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

When we can cancel the Services

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

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

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

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

- we reasonably believe that maintaining the Services might expose us (or another DiPocket Group company) to action or censure from any government, regulator or law enforcement agency;
- we find out that you are no longer eligible for it (for example, through residence status). We will try to tell you in advance if this happens, but if by continuing to offer you the Services we would break any rules or laws, we 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 12 months.

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

Complaints

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

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

In the claim, you will need to specify:

- date;
- name and surname, or company name;
- applicant's contacts: phone number, address, and e-mail address associated with the Account;
- what the issue is;
- when the problem arose;
- what remedies you would like us to apply; and
- available documents relating to the claim.

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

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

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

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

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

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

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

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

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

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

