Terms of use of account information and payment initiation services

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DiPocket UAB (**"DiPocket"**) is a Financial Institution authorized and regulated by Lithuanian Financial Supervisory Authority - the Bank of Lithuania, which is located 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 on 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 10 November 2020. The electronic money institution license authorizes DiPocket to provide services that are listed in the license. The license may be viewed here.

DiPocket's legal entity code is: 305599375, registered address is: Upės str 23, Vilnius, the Republic of Lithuania. You can also contact DiPocket by e-mail: contact@dipocket.org, or telephone number: +370 5 2084858.

As an E-Money Institution DiPocket can provide payment services including account information and payment initiation services.

These Terms of use of account information and payment initiation services (the **Terms**) determine the main features of the account information and payment initiation services provided by DiPocket, including submission of data for the purpose of provision of these services, and the security and confidentiality of your data and is the basis of a legally binding agreement between you and DiPocket (the **Agreement**).

These Terms will be always available to view on our website www.dipocket.org.

DiPocket reserves the right to change these Terms unilaterally at any time and such changes will become effective upon their publication. It is recommended to always check the latest version of these Terms.

Definitions and abbreviations

Account information service (AIS) means an online service to provide information on one or more payment accounts held by you with other payment service providers.

Payment initiation service (PIS) means an online service to initiate a payment order related to a payment account held by you at another payment service provider at your request.

Account holder is a natural or a legal person who has a payment account (accounts) with account servicing payment services provider and submits payment orders using AIS and PIS provided by DiPocket as described in these Terms.

Account servicing payment services provider (ASPSP) is the payment services provider where the Account holder holds account(s). Accounts(s) held with one or several ASPSP are used to initiate the PIS or AIS provided by DiPocket.

Features of account information service

To provide AIS to you we will ask for your explicit consent. To give your consent you will be asked to provide information that is needed to access your account(s) (the **Access**). You will be notified that you are granting the Access to DiPocket and asked to confirm it by providing certain information (such as your personalized security credentials provided to you by your ASPSP). While granting the Access, you will have the opportunity to specify its term – i.e., whether for one or repeated instances and for a period up to 90 days – depending on your ASPSP.

AIS provided by DiPocket allows you as the Account holder to receive information about your accounts with one or several ASPSP, selecting the relevant account(s) you wish to access and viewing the balance of funds and transaction history on those account(s).

DiPocket does not gain access to nor holds the funds of the Account holder while providing AIS.

Features of payment initiation service

To provide PIS to you we will ask for your explicit consent. To give your consent you will be asked to provide information that is needed to access your account(s).

After entering details of your account, payee account and transaction amount, DiPocket automatically generates a payment order according to the data provided by you. Once your payment order is generated the amount, the payee, and other transaction data cannot be changed. To finalize the payment, you will have to authenticate yourself with your ASPSP as if you had initiated the payment from your ASPSP's user interface. Unless and until you successfully complete authentication with your ASPSP, the payment will not be confirmed and DiPocket will not be able to cause its execution.

Using the PIS, you as the payer unilaterally initiate the submission of the payment order to your selected ASPSP. You may only cancel the payment order until it is not confirmed (authorised).

When the payment is initiated, DiPocket will provide a confirmation that the payment order has been initiated with your ASPSP. You will also be provided with data that allows to recognise the payment transaction, the amount, the amount of fees (if any) and the data that the payee needs to recognise you as the payer. DiPocket will also notify the payee about the execution of the payment.

If you find out about an unauthorised or inappropriately executed payment initiated using PIS provided by DiPocket, you must notify your ASPSP.

DiPocket does not gain access nor holds the funds of the Account holder or the payee while providing PIS.

Fees

DiPocket may apply fees to provide AIS and PIS (together, the **Services**). If you have an account with DiPocket, applicable fees are listed in your Tariff Table. In all other cases you will be shown applicable fees prior to confirming your usage of the Services.

Please note that standard fees for the type of payment you initiate with DiPocket PIS will be applied to you as the payer by your ASPSP.

Our obligations

We will provide AIS and PIS only upon your explicit consent.

We will submit your requests to your selected ASPSP and ensure that your personalised security credentials are not accessible to other parties and that, when they are transmitted, the security of the transmitted data is warranted.

We will provide DiPocket identity to your ASPSP for each communication session.

We will access only the information from designated payment accounts and initiate payment transactions to the extent necessary to provide you the Service you request from us.

We will not request, access, process or store sensitive payment data related to your payment account(s) other than to provide the Service to you.

Use of personal data

Any and all personal data in relation to the provision of the AIS and PIS will be processed in accordance with these Terms and our Privacy Policy here.

If you authorize a third party to access your account information through us, we will share the information with them however we will not share your account security credentials in any case.

Liability

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

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 have 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 (*Force Majeure*), which meant we couldn't follow our obligations under the Agreement despite our best efforts to do so, for example, a hardware breakdown, a strike, or a major problem with a payment system.

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.

Complaints

If you are unhappy in any way with our 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, 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 your 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.

Governing law

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.

Dispute resolution

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.