

Terms of use of account information and payment initiation services

Date of issue: March 18, 2024

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: Lvivo str 25-104, 09320 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 the card or the services, or if you experience any problem, please contact us by choosing any of the options:

1. in electronic form by using the contact methods provided on dipocket.org/en/contact;
2. by phone, by calling us on +370 5 208 4858;
3. in writing by post to: Lvivo str. 25-104, 09320 Vilnius, Lithuania.

In the complaint, you will need to specify:

- date of submission of the complaint;
- name and surname or company name (in case of business accounts);
- your contact details (e.g., phone number, address, e-mail address associated with the Account);
- circumstances of the issue in detail (e.g., what rights or legitimate interests you think have been violated);
- when the problem arose, which should be no later than within 3 months of learning about the problem;
- what your preferred outcome would be;
- available documents related to the complaint.

If the information, provided in the complaint is incomplete, unclear or we need additional information, we may request further clarification.

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 on the following Monday.

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 you 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 languages or other language, agreed by you and DiPocket.

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 complaint, you can refer to the BoL for out of court settlement within 1 year of contacting DiPocket. Examination of the complaint at the BoL is free of charge. More information on application to the BoL and different procedures you can find here: [Complaints against a financial service provider | Bank of Lithuania \(lb.lt\)](#).

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.