

General Terms and Conditions

Date of issue: 23/09/2024

XTB Debit Mastercard® (the “**Card**”), the associated account (the “**Account**”) and the additional services specified herein (together with the Card, referred to hereafter as the “**Services**”) are developed for the Partner (the “**Partner**”) – ADDRESS and provided by DiPocket UAB (“**DiPocket**”) under its electronic money institution license.

You will only be able to access the Services via the mobile application and/or web application and/or other user interface (together, the “**App**”) provided by the Partner, provided however that, if the App is not available and/or you have a complaint about the Services, you have the right to contact DiPocket directly.

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**”), which include the Tariff Table (“**Tariff Table**”) and the Limits Table (“**Limits Table**”), together referred to as the Agreement (“**Agreement**”), are applicable upon your acceptance of the Agreement. In case of any contradiction between the General Terms and Conditions and the Card Terms and Conditions, the Card Terms and Conditions shall prevail.

You may access a copy of the Agreement at any time by visiting dipocket.org/xtb-debit-mastercard-general-tcs/ (“**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), 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.

Upon your acceptance of the Agreement, DiPocket will review your application, the acceptance of which by DiPocket will be promptly notified to you by email and via the App. Only after acceptance of your application by DiPocket, the Agreement will enter into force and you will be able to use the Services.

DiPocket UAB is a Financial Institution authorized and regulated by the 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 at its official website: <https://www.lb.lt/en/>. DiPocket UAB 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 UAB to provide services that are listed in the license. The license may be found following the link: https://www.lb.lt/it/frd-licencijos/view_license?id=1985.

DiPocket UAB's legal entity code is: 305599375, registered address is: Lviso str. 25-104, 09320, Vilnius, the Republic of Lithuania (the “**Address**”). You can also contact DiPocket UAB via e-mail: contact@dipocket.org, or telephone number: +370 5 2084858.

As an E-Money Institution DiPocket can receive and hold customer funds (the “**Funds**”) and process payments upon a User's request. The Funds are placed in segregated accounts held with highly rated Credit Institutions licensed in the EEA, with Central Banks, or they are invested in highly rated, short term sovereign securities issued in the EEA. It means that customer funds are segregated from DiPocket's own funds. However, funds entrusted to us are not covered by the Lithuanian deposit insurance scheme www.iidraudimas.lt/en/ in case of DiPocket UAB.

DiPocket is a Principal Member of Mastercard® Inc. and VISA 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 for DiPocket UAB's Users. 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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SCOPE OF DiPOCKET SERVICES

The scope of Services provided to you by DiPocket is limited to providing e-money wallet, payment Cards and payments services, and its role is ancillary to the provisions of services by the Partner, the usage of which is governed by separate terms and conditions which you must agree with. If you are reading this Agreement, this means that you have decided to use the services provided by the Partner.

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Registering as a User

To register as a user (“User”) and open the Account you must be aged at least 18 and be an EEA citizen or resident.

You will be able to apply for the Services only through the Partner’s App. With your consent, the Partner will transfer us the onboarding data it holds on you that is needed by us to assess your application in compliance with applicable regulations. This data includes the image of a suitable picture ID, your selfie, the IP address you were connected through upon capturing the above to open your account with the Partner, your mobile phone number and email address, a declaration about your PEP status, and a declaration about purpose of usage of the Services. Once your application is approved by us, you will be able to access the Services solely through the App, who will also provide you user support.

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 we deem necessary to establish your identity. If we are unable to do this, we may refuse to serve you, 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 the Services, 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.

Personal Data

We carefully safeguard the information we hold about you (the “**Personal Data**”). If you wish to contact us about the processing of your Personal Data, please contact our Data Protection Officer at DPO@dipocket.org.

What data do we collect?

DiPocket collects the following data:

User profile:

- Personal identification information (name, surname, address, e-mail address, telephone number, etc.);
- Additional data required by money laundering and terrorist financing prevention legislation (personal identification number and/or date of birth, citizenship, facial image, identity document data, copies of the documents provided, details of the device used, IP address, etc.);

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- Location data, where you sign up to use the Services as well as your location when using the Services;
- Your communication with us (correspondence by e-mail, conversations by phone, etc.).

Payment services:

- Transaction data (transaction amount, date and time, merchant, acceptance details (e.g., confirmed by PIN));
- Card data (PAN, expiry date, etc.);
- Sender or beneficiary data (bank account number, IBAN, beneficiary or sender, etc.).

Account information and payment initiation services:

- Transaction data (transaction amount, date and time, bank account number, IBAN, beneficiary or sender, etc.);
- Select User account information for Account information services (balance of funds, bank account number, etc.).

If you give us Personal Data about other people, including minors, which we use to provide the Services, then you confirm that (i) you have ensured that they agree to our holding and use of that data or that you are otherwise allowed to give us this Information and consent on their behalf to our holding and use of it, and (ii) you have provided them with all the Information regarding the processing of personal data as required under the applicable laws.

How do we collect your data?

You directly provide us with most of the data we collect. We collect data and process data when:

- You provide us with your Personal Data during the registration process. Information you provide at registration is both a statutory requirement and necessary for us to enter into the Agreement. You provide us with your Personal Data voluntarily. If you do not provide us with the necessary information and documents, we will not be able to perform the services;
- You use our services (e.g., information about payments you make or receive);
- You interact with us (customer service, or engage with us on any social media platform, etc.).

DiPocket may also receive your data indirectly from the following sources:

- From our business partners who perform customer onboarding;
- When it is compliant with the applicable law, we may receive it from third parties such as credit reference agencies (who may check the Personal Data against other databases – public or private – to which they have access), official registers and databases or fraud prevention agencies;
- In order to carry out enhanced due diligence procedures we also collect publicly available information about you (including information on the internet, social media, etc.);
- In case of Open Banking, upon receiving your consent, we process personal data from accounts you hold with third party financial institutions.

How will we use your data?

We use the Personal Data to properly fulfil the Agreement:

- For contractual reasons, in order to provide you with the Services (e.g., to produce cards for use with the Account, to provide you with payment services and Account-related communications, etc.);
- For purposes where we have a legal obligation, including for tax and accounting, to perform “Know your client”, to prevent and detect fraud, money laundering and other crime (such as identity theft), to carry out regulatory checks and meet our obligations to our regulators, etc;
- On the basis of your consent, where you agree in a clear and unambiguous way with processing of your personal data for marketing purposes or when processing special category personal data, etc.;
- On the basis of our legitimate interests, where the processing is necessary for the intended purpose, such processing can be reasonably expected, and it is balanced with your interests and fundamental rights and freedoms;

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- On the basis of substantial public interest to support you if you fall under the vulnerable customer category;
- If you instruct us to process data in a particular way (e.g., open banking);
- E-mailing you with offers on other products and services where these are related to those you already use.

We will never pass Personal Data to a third party for them to market to you without your consent.

Profiling

Profiling carried out by DiPocket involves processing of Personal Data by automated means for the purposes of risk management and ongoing monitoring of transactions in order to prevent fraud, money laundering and terrorist financing. It is based on legal obligations applicable to DiPocket as financial institution.

Who we can share the Personal Data with

We will keep the Personal Data 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 or if it is required for the provision of the Services.

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

- Other DiPocket Group companies in order to provide you with the Services, to fulfil our obligations to identify you and prevent money laundering, terrorist financing and fraud;
- Our suppliers (including their sub-contractors) such as providers of data center, card processing, cards bureau (if we issue a physical card for you) and SMS messaging services, and other suppliers who provide IT and payment services;
- Other third parties (including their sub-contractors) who perform part of the services or support your transactions, such as Mastercard, SWIFT, CENTROlink and our partner banks who provide payment execution;
- Other financial institutions when providing Account information services or making outbound payments;
- Regulators and supervisory 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, UK 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;
- Anyone to whom we transfer or may transfer our rights and duties in the Agreement including any third party after a restructure, sale or acquisition of any DiPocket Group company, provided that they use the Personal Data for the same purposes as it was originally given to us and/or processed by us.

Transfer of Personal Data outside of the EEA

We may process the Personal Data abroad, within or outside the European Union and the United Kingdom, provided we comply with the applicable laws and regulations. Where we are sharing the Personal Data with organisations outside of the EEA and the United Kingdom, 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 your Account with, provided they are listed as a suitably authorised entity at the time of your request. We will rely upon your instructions to the third party to access your account information from us, as evidence of your consent to share your data.

How do we store your data?

DiPocket has established technological, physical, administrative and procedural safeguards in line with the industry accepted standards to protect and ensure the confidentiality, integrity or accessibility of the Personal Data processed, to prevent the

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unauthorized use of or unauthorized access to the Personal Data, and to prevent a Personal Data breach (security incident). All our staff receives data protection training and are instructed to strictly follow our data protection policies.

DiPocket securely stores your data in data centers located exclusively in European Union and UK.

DiPocket UAB, according to applicable legislation of the Republic of Lithuania, is required to keep your Personal Data related to your identification and services provided for eight years after our business relationship with you ends. Correspondence with you shall be stored for five years from the date of termination of transactions or business relationships with you. These time limits may be additionally extended for up to two years upon a reasonable instruction of a competent authority.

We may keep your Personal Data for longer because of a potential or ongoing court claim or another legal reason.

Once the relevant time period has expired and the Personal Data is no longer required for the abovementioned reasons, we will delete your Personal Data.

Please note that if you cancel or we decline your registration or you decide not to go ahead with it, we will keep the Personal Data for as long as we are required to do so under applicable law (to help prevent fraud and other financial crime, and for other legal and regulatory reasons).

What are your data protection rights?

Every User is entitled to the following:

The right to access – You have the right to request us for copies of your Personal Data. If you wish to obtain a confirmation as to whether or not Personal Data concerning you is being processed by us, you can request a free copy of it by requesting this at DPO@dipocket.org.

The right to rectification – You have the right to request us to correct any information you believe is inaccurate. You also have the right to request us to complete the information you believe is incomplete.

The right to erasure – You have the right to request that we erase your personal data, under certain conditions. Where you make this request we will apply your instructions to any third parties who are processing your Personal Data on our behalf, and we will consider your request in light of our legitimate interests. Where a request to erase Personal Data is received on behalf of a minor, we will take extra care to consider the impact on them of any decision we make.

The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions.

The right to object to processing – You have the right to object to DiPocket's processing of your personal data, under certain conditions.

The right to data portability – You have the right to request that we transfer the Personal Data that we have collected to another organization, or directly to you, under certain conditions.

Where you have given us your explicit consent for the processing of Personal Data, you also have the right to withdraw this consent at any time by contacting us at DPO@dipocket.org. 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 Data have been infringed in any way, please let us know so that we can attempt to resolve the issue. If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at our email: DPO@dipocket.org.

You also have a right to lodge a complaint with your national Data Protection Authority:

- In the United Kingdom - ICO (<https://ico.org.uk/global/contact-us/>);

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- In the EU – please see a list provided (https://edpb.europa.eu/about-edpb/about-edpb/members_en).

Requirement to update your Personal Data

You must notify us immediately of any and all data and circumstances that have changed with regard to the data set out in the Agreement, or the documents submitted to us (e.g., changes in personal or contact details, residency or tax residency, loss or theft or other reason for change of an identity document) as well as of any and all circumstances that may affect the fulfilment of your obligations towards us (e.g., commencement of bankruptcy procedures of a natural person). We may request documentary evidence of the changes, which you must provide. This notification obligation applies even if the above changes have been made public (e.g., registered in a public register or published through the mass media). If you fail to fulfil the notification obligation, DiPocket is entitled to assume the correctness of the data at DiPocket's disposal, unless otherwise prescribed in the jurisdiction of your residency.

Notices and exchange of information

We may provide you with all information electronically via the Website, 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.

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 available for the Services, 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 Data.

Privacy policies of other websites

When we include links to other websites, please bear in mind they will have their own privacy and cookies policies that will govern the use of any information you submit. We recommend you read their policies before accessing these sites.

Payment Services

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

- Issuing of payment cards;
- Card payments, including card purchases, cash withdrawals at ATMs, card to card transfers;
- In-bound and out-bound bank transfers;
- Transfers between Users;
- 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 for 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 your accounts held with the Partner, transfers from cards issued to you by other banks, bank transfers in selected currencies and transfers from other Users. We will also offer you payment initiation services as an option to initiate bank transfers for top-up purposes. For details of available sources please consult the applicable Limits Table available in the App.

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In all cases funds will be credited to the Account in the amount equal to the amount transferred/deposited, net of applicable fees as specified in the Fees Table available in the App.

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 Account as soon as we are aware that money has been transferred to it. We will credit transfers from your accounts held with the Partner, from another card and from other Users instantaneously, and incoming bank transfers as required by the relevant Payment Scheme, and in any case 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, i.e., Monday, Tuesday, Wednesday, Thursday and Friday (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, executed and credited to the Account with us.

If a payment sent to your IBAN is in a currency other than that of (one of) your Account(s), it will be automatically returned to the sender, subject to the functionality available with our partner bank for that currency.

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.

Execution of payments

We will only execute payment instructions if we think they are correct, complete and originated by you:

- Correct: unless an instruction is obviously wrong, in particular we cannot validate the IBAN, 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 been initiated by you if it was made via the App or any other available channel (e.g. Open Banking, Card acquiring) using the applicable authentication method.

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

- Your instructions are correct, complete and originated by you;
- You have the money in the Account to cover the payment at the moment of initiating the payment;
- The payment is above the minimum and below the maximum amount, as specified in the Limits Table.

Fulfilment of these three conditions constitutes a complete 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, 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

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may – at our sole discretion – carry out the Instruction.

Execution of bank transfers

For payments through the interbank payments systems, we will forward your Instruction to the relevant Payment Scheme or partner bank immediately or as soon as possible depending on the cut-off times of the Payment Scheme or partner bank, provided however that we may briefly hold execution of high value payments or for compliance and fraud management purposes.

Whether we execute directly through a Payment Scheme or via a partner bank, if a payment is intended to be instant we and our partner bank will adhere to the applicable Payment Scheme execution rules. In other cases, when we use a partner bank and the payment is not intended to be instant, we will initiate it not later than 16:00 (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 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 two 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.

If you have provided us with a complete Instruction but have mistakenly made a payment to the wrong recipient, subject to applicable laws 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 via interbank channels and will assume all reasonable measures to track the payment operation and make reasonable 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.

Using the Card

The Card is a Mastercard 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 wearables.

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 maintain a written record of your PIN, unless you do this in a way that would make it impossible for anyone else to recognize 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 the Card 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 in Apple Pay and Google Pay. It allows you to receive cash-back when making purchases in physical stores and is Mastercard Send enabled, 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 authenticate yourself using the App’s biometric features or entering on the merchant site a code (the “**Code**”) that will be sent to your mobile phone number.

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

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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.

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.

For a contactless transaction (using a plastic Card or an Apple Pay/Google Pay enabled device):

- (a) 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
- (b) 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.

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.

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 2084858 or +44 203 807 2000 (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, if we consider the 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 transaction monitoring. In line with the mandatory requirements for the prevention of money laundering and terrorist financing, we have implemented an automatic transaction monitoring system where algorithms check all transactions and may automatically block accounts so that our compliance team may perform the necessary checks;
- 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.

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.

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

Using the Card in foreign currencies

The Card has multicurrency functionality meaning that, if you hold currencies in selected currency wallets, if you have sufficient funds available on the wallet in the transaction currency, your transactions will be applied to that wallet and you will not incur currency conversion fees. If you use the Card for purchases in a different currency than supported by your Card, or if you do not have enough funds in the given currency, the purchase amount will be converted to the main Card currency by Mastercard on the date they process the transaction (rates used by Mastercard can be found on www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html), and we may apply a fee as shown in the Tariff Table. We will display as part of the transaction information how the exchange rate applied by us compares to reference rates published by the European Central Bank.

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, 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.

Restrictions on the functionality of the Account

You may only use the 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, we may take measures to protect ourselves, our customers and Users or third parties. In this case, we may, amongst other things, do the following:

- Restrict, suspend or close access to the Account or to any of the 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 on retailer's websites. 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.

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 or the Partner 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 passwords, but we would never ask you for a full PIN or password. 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. Unless otherwise stipulated in applicable laws, any disputes about purchases or payments made with the Card must be settled

General Terms and Conditions

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, contact us straight away:

CS PL Email: support@xtb.pl Tel: 22 201 95 60	CS-CZ/SK PLCZ Email: support@xtb.cz Tel: +420 228 884 063	CS-ES Email: support@xtb.es Tel: +34 915 706 705	CS-PT Email: support@xtb.pt Tel: +351 211 222 980
CS-DE Email: support@xtb.de Tel: +49 (0) 30 3149 4490	PLSK Email: support@xtb.sk Tel : +421 233 006 951	LATAM Email: cs_latam@xtb.com Tel: +56 229141064	BZBR Tel: +55 1142103750 Email: cs_latam@xtb.com
CS-FR Email: support@xtb.fr Tel: +33 1 53 89 63 30	CS-HU PLHU Email: support@xtb.hu Tel: +36 1 700 8349	CS-IT PLIT Email: support@xtb.it tel: +390684009647	CS-UK/BZEN Email: ukservice@xtb.co.uk cs_int@xtb.com UK Tel: +44 2036953086 BZEN: Tel: +48 222 739 976
CS-RO Email: support@xtb.ro Tel: +40 31 425 54 93	CYHU cs@xtb.com Tel: +36 1 700 8349	CYIT Email: cs@xtb.com tel: +39 02 94752633	

Balance and statements

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

Upon your request we 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 once a month, however, only to the extent of our incurred costs.

We will also provide you an annual statement of Fees paid to us, as well as a statement of fees incurred year to date upon closing the Account.

Fees

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

Fees and other amounts payable by you will 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 procedure as provided in section "Changes to the Agreement" below.

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Taxes

We may recover from you taxes imposed upon us by any competent Authority in relation to the provision of the Services to you – in particular taxes on payment transactions and/or account balances, if and when applicable.

Redemption of funds

Upon receipt of funds to the Account, we shall issue electronic money at nominal value.

As a User, you may ask us to transfer back the Funds at any time during the validity term of this Agreement and up to 6 years after closing the Account. Based on your request, we will transfer the Funds to the account held by you with the Partner, or any bank account in your name held with a credit institution licensed in the EEA. We will transfer the Funds on the next Business Day from receipt of your request, provided there are no pending transactions requiring further assessment.

For the first 12 months after closing the Account, there is no cost to you for transferring the Funds back to you 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 transfer is required, fees may apply, as indicated in the Tariff Table.

The aforementioned rule on transferring back the Funds applies to the redemption of electronic money at their nominal value issued to you by DiPocket.

If something goes wrong

If you suffer loss because of an unauthorised Card 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 the Personalised Security Features,

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 Personalised Security Features 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.

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 the 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.

You have 13 months to notify us of an unauthorised, non-executed or incorrectly executed transaction. Provided you notify

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us within this timeframe and the payment was unauthorised, non-executed or incorrectly executed, we will promptly, 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 Customer Support:

CS PL Email: support@xtb.pl Tel: 22 201 95 60	CS-CZ/SK PLCZ Email: support@xtb.cz Tel: +420 228 884 063	CS-ES Email: support@xtb.es Tel: +34 915 706 705	CS-PT Email: support@xtb.pt Tel: +351 211 222 980
CS-DE Email: support@xtb.de Tel: +49 (0) 30 3149 4490	PLSK Email: support@xtb.sk Tel : +421 233 006 951	LATAM Email: cs_latam@xtb.com Tel: +56 229141064	BZBR Tel: +55 1142103750 Email: cs_latam@xtb.com
CS-FR Email: support@xtb.fr Tel: +33 1 53 89 63 30	CS-HU PLHU Email: support@xtb.hu Tel: +36 1 700 8349	CS-IT PLIT Email: support@xtb.it tel: +390684009647	CS-UK/BZEN Email: ukservice@xtb.co.uk cs_int@xtb.com UK Tel: +44 2036953086 BZEN: Tel: +48 222 739 976
CS-RO Email: support@xtb.ro Tel: +40 31 425 54 93	CYHU cs@xtb.com Tel: +36 1 700 8349	CYIT Email: cs@xtb.com tel: +39 02 94752633	

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

Changes to the Agreement

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 requirements to the creation of reserves or the enactment of allowances not provided for in the

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- 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 on good practices by supervising institutions, 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 it 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 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 end the Agreement without any charges, so that the Agreement will cease on the day before the date on which the changes take effect.

If you do not end the Agreement by taking the steps above, you will be deemed to have accepted the changes after the end of the 60 days' notice.

DiPocket may assign its rights or obligations under this Agreement to an associated company at any time, provided we give you not less than one month's notice and without requiring your specific consent. If you object to the assignment, you can cancel 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, the Agreement will be of indefinite duration and will continue unless terminated at any time by you, or by us for a reason and in accordance with the processes set out below.

After termination of the Agreement, access to the Account may be limited and the remaining funds will only be available for redemption.

Our Services are ancillary to the Partner's services and termination of the relationship with their Partner by a User will automatically terminate the relationship with DiPocket for the Services.

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 the Funds will be returned to you within 10 days from such withdrawal.

There is no cost to you for cancelling the Services nor for redeeming the Funds in the Account currency. Funds redemption is regulated by the section "Redemption of funds" above.

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.

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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:

- 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;
- Refused to cooperate with DiPocket’s legitimate requests, e.g., by not providing information to confirm your identity or the source of funds;
- Have given us any false information or attempted to mislead us at any time;
- Committed (or attempted) fraud against us or someone else;
- Used (or allowed someone else to use) the Card or Account illegally or for criminal activity (including receiving proceeds of crime on the Card);
- 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 will have to cancel or block your Account immediately.

We can terminate the Agreement by sending you 60 days` advance notice if:

- There are no transactions (other than fee charges) on the Account for a continuous period of 12 months;
- We discontinue the Services, e.g., when the Services were offered in cooperation with a Partner and our relationship with them is terminated, or because we are no longer able to provide them, or for reasonable commercial considerations.

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 Policy - EEA Users

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 below:

XTB

CS PL Email: support@xtb.pl Tel: 22 201 95 60
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CS-CZ/SK PLCZ Email: support@xtb.cz Tel: +420 228 884 063
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CS-ES Email: support@xtb.es Tel: +34 915 706 705

CS-PT Email: support@xtb.pt Tel: +351 211 222 980
--

CS-DE Email: support@xtb.de Tel: +49 (0) 30 3149 4490
--

PLSK Email: support@xtb.sk Tel : +421 233 006 951
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LATAM Email: cs_latam@xtb.com Tel: +56 229141064

BZBR Tel: +55 1142103750 Email: cs_latam@xtb.com

General Terms and Conditions

CS-FR Email: support@xtb.fr Tel: +33 1 53 89 63 30	CS-HU PLHU Email: support@xtb.hu Tel: +36 1 700 8349	CS-IT PLIT Email: support@xtb.it tel: +390684009647	CS-UK/BZEN Email: ukservice@xtb.co.uk cs_int@xtb.com UK Tel: +44 2036953086 BZEN: Tel: +48 222 739 976
CS-RO Email: support@xtb.ro Tel: +40 31 425 54 93	CYHU cs@xtb.com Tel: +36 1 700 8349	CYIT Email: cs@xtb.com tel: +39 02 94752633	

DiPocket:

1. in electronic form by using the contact methods provided on dipocket.org/en/contact;
2. by phone, 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;
- Your 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 clarifications.

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 from, 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 the complaint to the BoL for out of court settlement within 1 year of contacting DiPocket. Examination of the complaint by 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 \(lb.lt\)](#).

General Terms and Conditions

XTB Debit Mastercard – Card Terms and Conditions	Date of issue 23/09/2024
Tariff Table (EUR)	
	Fee
• Card maintenance (monthly)	0
• Inactivity fee (monthly)	0
• Physical Card replacement - lost, stolen or damaged	0
• Physical Card replacement – expired cards	0
• In-store/internet purchases	0
• In-store cash withdrawal (cashback)	0
• ATM withdrawal - domestic	0
• ATM withdrawal – international	0
• Balance inquiry at ATM	0
• PIN change at ATM	0
• Foreign currency conversion fee	0,5%
• Top-up – bank transfer	0
• Top-up - 3rd party card	0
• Outgoing bank transfer (domestic/SEPA/SWIFT)	0
• Outgoing card-to-card transfer (MastercardSend)	0
• XTB Internal transfer	0
• Conversion of virtual card to plastic	6
• E-money redemption	0.00 when your Account is active, and for the following 12 months; 5.00 thereafter
Limits Table (EUR)	
Daily, monthly and annual limits are applied to a given Card in a 24 hours period or over the prior 30 or 365 days and are subject to availability of funds on the Card.	
We may amend these limits at any time and with immediate effect, at our sole discretion and/or may apply lower limits to individual customers based on risk considerations and/or to comply with applicable laws and regulations.	
	Maximum transaction/daily/monthly
• Purchases	10 000/ 50 000 / 150 000
• Cash withdrawals (ATM, in-store cash withdrawal*)	200/ 1 500 / 5 000
• Top-up – bank transfer	10 000/10 000/ 50 000
• Top-up – 3rd party card	500/ 500/ 1 000
• Outgoing bank transfer	10 000/10 000/ 50 000
• Outgoing card-to-card transfer (MastercardSend)	600/ 600/ 3 500
• XTB internal transfer	10 000/10 000/ 50 000

* Merchant limits apply