

Effective date: 09.06.2021

## 1. USED DEFINITIONS

- 1.1. **3-D Secure** – a security measure (Mastercard SecureCode) applied when using the Card for performance of payments on the internet.
- 1.2. **Contactless payment** – confirmation of the Operation performed by touching a card reader having a special contactless payment sign with the Card or with the mobile device.
- 1.3. **Security code (CVC2)** – personalized 3-digit security data on the reverse of the Card used to carry out the Operations.
- 1.4. **Card** – the payment card provided by FINCI which is linked to the Account allowing the Cardholder to carry out the Operations. Unless otherwise specified, the term “Card” further in the Terms of Service also includes the terms:
  - 1.4.1. **Digital card** – payment card without a plastic base, providing a possibility to make E-Operations and POS Operations using Apple Pay or Google Pay technology;
  - 1.4.2. **Physical card** – classical plastic payment card, providing a possibility to make full stack of Operations;
  - 1.4.3. **Virtual card** - card providing a possibility to make the E-Operations only.
- 1.5. **Cardholder** – the Client or an individual authorized by the Client to use the Card and whose name, surname is specified on the Card. The Cardholder and the Client may be the same person or two different persons. Cardholder must be fully legally capacitated person who has reached the age of 18.
- 1.6. **Client** – private person (fully legally capacitated person who has reached the age of 18) or legal person who is registered in the System and has the User profile.
- 1.7. **Fees** – the document stating prices of the Operations, Card(s) and the Services of FINCI, subscription plans and other important information available on FINCI website.
- 1.8. **FINCI** – FINCI, UAB (legal entity code 304934066, holding electronic money institution license No. 60 issued on 5 December 2019, licensed and supervised by the Bank of Lithuania).
- 1.9. **FINCI application** – a mobile application that provides the access to the User profile, installed and used on the mobile device in order to receive the Services.
- 1.10. **FINCI website** – means FINCI’s website at the address <https://finci.com> that provides the access to the User profile, enables to receive the Services, find information about FINCI, including, but not limited to, its main office address, e–mail address and other.

- 1.11. Mastercard** – an international payment card scheme.
- 1.12. Operations** – any operation which can be executed using Account or/and Cards, including the POS Operation, the Contactless payment, the ATM Operation and/or E-Operation.
- 1.12.1. ATM Operation** – an operation performed at an automated teller machine (ATM) to withdraw cash or make balance inquiry.
- 1.12.2. E-Operation** – a operation initiated by the Cardholder to acquire goods or services via the internet.
- 1.12.3. POS Operation** – a operation initiated by the Cardholder to acquire goods or services at the point-of-sale terminal (POS), including Contactless payment.
- 1.13. PIN code** – confidential personalised security credentials known only to the Cardholder and used by the Cardholder to confirm the Operations.
- 1.14. Personalised security credentials** – full Card number, Security code, PIN code and/or any other personalized security credentials related to the Card and/or the Account.
- 1.15. Terms of Service** – these cards terms and conditions, including the Payment card application submitted to FINCI. Cards terms and conditions are available on FINCI website.
- 1.16. Terms** – General Terms and Conditions for the provision of Services concluded between FINCI and the Client, which establish general principles governing the legal relations between the Parties and apply to all Services. Terms are available on FINCI website.
- 1.17. System** – software solution provided by FINCI through FINCI website and FINCI application and used by FINCI to provide the Services.
- 1.18. Unauthorised operations** – the Operation for the execution of which the Cardholder has not given his/her consent (has not authorised the Operation) under Section 4 hereof.
- 1.19. User profile** – the result of the Client's registration in the System, during which Personal data and other information about the Client is being processed and recorded with the assignment of a Unique identifier to the Client and its rights in the System are being determined. It may be accessible through the FINCI website or the FINCI application.
- 1.20.** Other terms used in the Terms of Service shall have the same meanings as set out in the Terms unless otherwise specified.

## **2. GENERAL TERMS**

- 2.1.** These Terms of Service governs the relationship between the Client, the Cardholder and FINCI arising from the Cardholder's use of the Card to perform the Operations.
- 2.2.** Terms are an integral part of the Terms of Service and are applied and interpreted together with the Terms of Service to the extent they do not conflict with the Terms of Service. Terms supplement these Terms of Service and apply to both the matters covered and not covered by these Terms of Service, depending on the context.

## **3. CARD ISSUANCE AND DELIVERY**

- 3.1.** The first Digital card is issued to the Client, who is the Consumer, automatically after Account opening, i.e., after Client's submission of the application for Account opening, provision of the necessary data to FINCI, acceptance of the Terms, Terms of Service, Fees and FINCI's approval of the Client's application. Any other Card is issued for the Client, who is the Consumer, as well as the transformation of the Digital card into the Physical card is made after the Client's submission of the Payment card application, provision of the necessary data and documents to FINCI, acceptance of the Terms of Service, Fees and FINCI's approval of the Client's application.
- 3.2.** In case of the Client who is not the Consumer, the Card is issued to the Cardholder, as well as the transformation of the Digital card into the Physical card is made after the Client's submission of the Payment card application, provision of the necessary data and documents to FINCI, acceptance of the Terms of Service, Fees and FINCI's approval of the Client's application.
- 3.3.** Number of issued Cards and the Commission fees of their maintenance depends on the Client's subscription plan and is shown in the Fees.
- 3.4.** The Client must ensure that the Payment card application, including all submitted data, information, documents, are correct, accurate, complete and provided in the manner established by FINCI.
- 3.5.** During ordering of the Physical card, the Client will have to create the Card's PIN code and will be fully responsible for its security and confidentiality.
- 3.6.** By entering into the Terms of Service and/or by using the Card, the Client/Cardholder acknowledges that he/she is aware of the risks associated with the use of the Card (e.g., fraud risks, etc.) and any possible disruptions, failures of communications and/or technical connections, which may lead to the failure to execute the Operations of the Cardholders, in whole or in part, and which have not arisen due to gross negligence on the part of FINCI.
- 3.7.** By entering into the Terms of Service, the Client confirms to have read, understood and agreed to comply with the Terms of Service, Terms, Fees, all other applicable

documents. In case the Card is ordered for the Cardholder who is a person other than the Client, the Client is obligated immediately to familiarize the Cardholder with the Terms of Service, Terms, Fees, Privacy Policy, all other applicable documents and all of them shall apply to the Cardholder.

- 3.8. FINCI reserves the right refuse to enter into the Terms of Service and issue the Card if there is a debt in the Account or insufficient funds for execution of the Operations and payment of applicable Commission fees.
- 3.9. Where applicable, FINCI shall deduct from the Account the Commission fee for the issuance of the Card upon receipt of Payment card application. FINCI reserves the right to refuse to enter into the Terms of Service and issue the Card if there is an insufficient funds in the Account to pay the Commission fee for Card issuance and/or other Services.
- 3.10. FINCI has the right at its sole and absolute discretion to refuse to enter into the Terms of Service and issue the Card with without explaining the reasons for the refusal.
- 3.11. Physical Card will be sent to the address as provided to FINCI by the Client in the Payment card application. Upon receipt of a damaged Card envelope by the post or express delivery, the Cardholder must contact FINCI for a new Card and must not use such Card. If the Cardholder does not receive the Card within 20 (twenty) calendar days, he/she must inform FINCI about this and request for a new one for replacing.
- 3.12. Upon receipt of the Card the Cardholder must check if his/her data on the Card is correct. In case the data on the Card is incorrect, Cardholder must inform the FINCI about this fact and not use the Card.
- 3.13. When using the Physical card for the first time Cardholder will need to make first Operation with contact chip confirmed by the PIN code.

#### **4. USE OF THE CARD, AUTHORIZATION OF THE OPERATIONS**

- 4.1. Card, including Personalised security credentials related to the Card, can be used and the Operations with the Card can be carried out only by the Cardholder whose name, surname is specified on the Card. The Cardholder is strictly prohibited from allowing other persons to use the Card and Personalised security credentials related to the Card.
- 4.2. The Card shall remain the property of FINCI and it is not transferable.
- 4.3. The Cardholder can use the Card wherever Mastercard cards are accepted. FINCI does not guarantee that the Card will be accepted by any ATM, merchant, retailer and/or will be processed by an acquirer.

- 4.4.** When using the Card, the amount of the Operation and applicable Commission fees, including currency exchange fees, shall be deducted from the funds held in the Account.
- 4.5.** The Cardholder is strictly prohibited from using the Card for any illegal actions or activities.
- 4.6.** It shall be considered and assumed that the Operation has been authorized (consent has been provided) by the Cardholder:
  - 4.6.1.** In case of the POS Operation: PIN was entered; Card was presented, placed in or touching a card reader; the mobile device was touching a card reader; Card was swiped through a card reader; a signature was placed on the transaction receipt.
  - 4.6.2.** In case of the E-Operation: Card details (e.g., name, surname, full card number, expiry date, Security code) and/or any other details were provided, the Operation was confirmed with 3-D security if necessary, the instructions provided by the provider of services or goods to authorize the Operation were followed.
  - 4.6.3.** In case of the ATM Operation, Card was inserted or touching a card reader and PIN was entered.
- 4.7.** Cardholder must always carefully examine the details of the Operation before authorizing it.
- 4.8.** Once the Cardholder has authorized the Operation, he/she cannot cancel it.
- 4.9.** All the actions mentioned in clause 4.6 of the Terms of Service shall have the same legal effect as the documents hand signed by the Client/Cardholder and will be permissible as a means of proof in resolving disputes between FINCI and the Client/Cardholder in courts and other institutions.
- 4.10.** Cardholder can enable/disable the Contactless payment function of the Card using the respective functionality in the User profile and after performing the Operation confirmed by the PIN code.
- 4.11.** If the limit of the Contactless payments is exceeded, the Operation may need to be additionally confirmed with the PIN code.
- 4.12.** In case of the Digital card, which is added to Apple Pay or Google Pay, Contactless payments can be made with the mobile device by touching a card reader having a special contactless payment sign.
- 4.13.** Cardholder is obligated to keep the Card away from exposure to high temperature, impact of electromagnetic field and mechanical damage.

**4.14.** Cardholder is prohibited from using the Card that is expired, suspended (blocked) or terminated (closed).

## **5. EXECUTION OF THE OPERATIONS**

**5.1.** Once the Operation has been authorized, the funds required for the execution of the Operation are reserved in the Account until the date of debiting the funds.

**5.2.** After FINCI receives the necessary confirmation of the execution of the Operation from the person who accepted the Card for payment or other relevant person, the amount of the Operation is debited from the Account. If FINCI does not receive said confirmation within 21 (twenty-one) calendar days, FINCI shall cancel the reservation.

**5.3.** FINCI shall not execute the Operations if the Cardholder's instructions to execute Operations with the Card do not comply with the Terms of Service and/or the FINCI's requirements, and in any other cases provided for in the law or in the Terms.

**5.4.** FINCI has the right to refuse to execute the Operation in case:

**5.4.1.** Cardholder/Client breaches or may breach the Terms of Service, Terms or other contract entered;

**5.4.2.** there are not enough funds on the Account to write off the amount of the Operation and applicable Commission fee, including currency exchanges;

**5.4.3.** incorrect Secure code was entered or 3-D Secure validation was failed;

**5.4.4.** FINCI suspects the illegal use or potential illegal use of the Card;

**5.4.5.** FINCI suspects that the Card is used or may be used in an unauthorized or fraudulent manner;

**5.4.6.** FINCI is unable carry out the Operation because of failures, errors, actions or omissions of third-parties (merchants, payment processors, payment schemes, ATM operators, card networks, etc.);

**5.4.7.** FINCI suspects that there are or may be potential security breaches in respect of the Card or the Account;

**5.4.8.** the Operation limits established for the Cardholder/Client are exceeded;

**5.4.9.** the Card is used in certain restricted countries or territories;

- 5.4.10.** FINCI considers that the Operation is suspicious;
  - 5.4.11.** it is required by any international card organisation, public authorities, correspondent financial institutions or the payee's payment service provider;
  - 5.4.12.** in case the Operation is directly or indirectly connected with persons who are subject to the sanctions and/or other sanctions, including sanctioned banks;
  - 5.4.13.** funds in the Account are seized or the right to dispose of the funds in the Account is restricted in any other way;
  - 5.4.14.** in cases provided for by the Applicable regulations, the Terms or the Service agreement;
  - 5.4.15.** due to other justifiable reasons.
- 5.5.** If the currency of the Operation is different from the currency of the Client Account, the conversion shall be performed in accordance with exchange rates set by the Mastercard and may be applied Commission fee in accordance with the Fees. More information on Mastercard's exchange rates may be found at <https://www.mastercard.us/en-us/personal/get-support/convert-currency.html>.

## **6. LIMITS AND RESTRICTIONS**

- 6.1.** Operation limits set by FINCI shall apply, which the Cardholder cannot exceed. If the Cardholder exceeds the Operation limits, FINCI shall not execute the Card Operation.
- 6.2.** If the Client wishes to change the Operation limits, he/she can do this in the User profile by himself/herself in accordance with the procedure established by FINCI.
- 6.3.** FINCI may impose restrictions on the use of the Card in certain countries or territories. The Cardholder and the Client are aware that it will not be possible to carry out the Operations in the following countries and territories: Afghanistan, Crimea, Democratic People's Republic of Korea, Sudan, Iran, Iraq, Syria. The list of countries and territories is preliminary and may be amended by FINCI from time to time.
- 6.4.** According to the Applicable regulations, FINCI may establish certain thresholds and limits on certain activities.
- 6.5.** Taking into account the Applicable regulations, Mastercard's rules, different type of risks, FINCI reserves the right to restrict Operations by setting FINCI's own risk management rules.

- 6.6. FINCI has the right to unilaterally set and change the Operation limits, including territorial restrictions, without prior notification.

## 7. FEES

- 7.1. The Client will pay to FINCI Commission fees set out in the Fees in force at the time of execution of the Operation or the provision of Services.
- 7.2. Amount of each Operation, including any applicable and related Commission fees and currency exchange fees, will be debited from the Account.
- 7.3. The Cardholder/Client must always ensure that there are enough funds on the Account to write off the amount of the Operation and applicable Commission fee and currency exchange fees.
- 7.4.
- 7.5. By accepting these Terms of Service, the Client/Cardholder also accepts the Fees. Fees and Fee information document are published on the FINCI website and upon Client's request may be provided to the Client on a durable medium.
- 7.6. The Commission fees are nominated in the currency specified in the Fees and charged from Account using currency exchange if it is necessary.
- 7.7. Operations may also be subject to fees, rules and regulations of an ATM operator, a POS operator, cashier, other payment service provider and so forth.
- 7.8. Changes to exchange rates will take effect immediately without any prior notice where they change in Cardholder's favour or where they result from a change to the reference rate of Mastercard from time to time.
- 7.9. In the event that there are insufficient funds in the Account, FINCI may debit all Commission fees payable under the Terms of Service and/or the Terms from the Client's other accounts with the FINCI.
- 7.10. Card blocking as set out below in chapter 9 does not eliminate the application of any Commission fees indicated in the Fees.

## 8. SECURITY MEASURES

- 8.1. Cardholder must:
- 8.1.1. protect the Card against loss, theft and damage;
  - 8.1.2. store the Card securely, keep the Card in his/her sight at all times when making Operations, get the Card back on completion of the Operation, be aware where the



Card is at all times and not to leave it unattended, take all other reasonable measures to avoid the loss, theft or misuse of the Card;

- 8.1.3.** safeguard and not disclose or make available the Personalised security credentials related to the Card (e.g., PIN, Security code, 3-D Security data, Authorization code, login details to the User profile/Account or FINCI application, login details to electronic accounts where the Card was registered, etc.) to third parties. For example, memorize them and not keep a written record of them, take care to ensure that third persons do not see such credentials while entering them, take all other reasonable measures to avoid the loss, theft, disclosure, availability to or misuse of such credentials;
  - 8.1.4.** safeguard and not disclose or make available other Personalised security credentials related to the Card (e.g., Card details) to third parties for purposes other than executing Operations. For example, not keep a written record of them, take care to ensure that third persons do not see such credentials while entering in, take all other reasonable measures to avoid the loss, theft, disclosure, availability to or misuse of such credentials;
  - 8.1.5.** not allow third parties to use the Card and/or any Personalised security credentials related to the Card. The Card can be used and the Operations with the Card can be carried out only by the Cardholder whose name, surname is specified on the Card.
- 8.2.** Only the Cardholder must know and use the Personalised security credentials related to the Card.
- 8.3.** The Client/Cardholder or his representative must immediately notify FINCI using the contacts details provided on FINCI website or using the User profile when the becomes aware or suspects that:
- 8.3.1.** the Card has been lost, stolen, broken or misappropriated;
  - 8.3.2.** there was unauthorized usage of the Card or there is a threat of such unauthorized usage;
  - 8.3.3.** any Personalised security credentials related to the Card have become known or might be known to and/or used by third parties;
  - 8.3.4.** the Card is or may be used illegally or due to fraud.
- 8.4.** If the Client/Cardholder fails to comply with the above or other security measures, such Cardholder's acts or omission are considered to be gross negligence and Cardholder shall cover all losses incurred as a result of unauthorized Operations.

## **9. BLOCKING AND FREEZING THE CARD**

- 9.1.** The Client/Cardholder or his representative must immediately block/freeze the Card in the manner specified in clause 9.2 of the Terms of Service when becomes aware or suspects that:
- 9.1.1.** the Card has been lost, stolen, broken or misappropriated;
  - 9.1.2.** there was unauthorized usage of the Card or there is a threat of such unauthorized usage;
  - 9.1.3.** any Personalised security credentials related to the Card have become known or might be known to and/or used by third parties;
  - 9.1.4.** the Card is or may be used illegally or due to fraud.
- 9.2.** The Client/Cardholder or his representative can block/freeze the Card by notifying FINCI using the contacts details provided on FINCI website or block/freeze the Card using the respective functionality in the User profile.
- 9.3.** If the Client/Cardholder fails to fulfill his duties specified in clauses 9.1 to 9.2 of the Terms of Service, such Cardholder's acts or omission are considered to be gross negligence and Cardholder shall cover all losses incurred as a result of unauthorized Operations.
- 9.4.** The Client and the Cardholder undertake immediately to contact the relevant law enforcement authorities if the Client and/or the Cardholder discovers that the Operations not initiated (authorized) by the Cardholder have been performed with the Card.
- 9.5.** FINCI reserves the right to block/freeze (in whole or in part) the Card or the Operations carried with the Card if:
- 9.5.1.** the Cardholder/Client breaches or may breach the Terms of Service, Terms or other contract entered;
  - 9.5.2.** the Cardholder/Client does not comply with the requirements of FINCI (e.g., fails to provide or update information/data requested by FINCI, or evades or avoids providing such information/data, etc.);
  - 9.5.3.** FINCI suspects that the Cardholder/Client has provided false or misleading information, data and/or documents;
  - 9.5.4.** the Cardholder/Client fails to cover debt in Account for 2 (two) consecutive months;
  - 9.5.5.** FINCI suspects the illegal use or planned illegal use of the Card;

- 9.5.6.** FINCI suspects that there are or may be security breaches in respect of the Card or Account;
  - 9.5.7.** FINCI suspects that the Card is used or may be used in an unauthorized or fraudulent manner;
  - 9.5.8.** in cases provided for by the Applicable regulations, the Terms or the Service agreement;
  - 9.5.9.** due to other justifiable reasons.
- 9.6.** In the cases provided above, FINCI shall notify the Cardholder about the blocking, doing its best to notify the Cardholder before the blocking and no later than immediately after the blocking, except in the cases when the provision of such information would impair the safeguards or is prohibited by legal acts.
  - 9.7.** In case the Cardholder enters the PIN incorrectly 3 (three) consecutive times, the Card will be blocked.
  - 9.8.** Once the Card is blocked, the Client will not be able to unblock it and may need to order a new one.
  - 9.9.** In case the Cardholder/Client freezes the Card, Client is able to unfreeze the Card by following the instructions in the System with FINCI's consent.

## **10. REFUNDING**

- 10.1.** The Client/Cardholder must periodically, but not less than once a month, carefully examine the Account statements and the Operations made with the Card, as well as carefully read other documents and information provided by the FINCI in connection with the performance of Operations on the Account linked to the Card.
- 10.2.** The Client/Cardholder is obligated to notify FINCI of any unauthorized or incorrectly executed Operations on the Account linked to the Card. The notice of the Client, who is the Consumer, must be submitted to FINCI immediately from the moment the Client/Cardholder has detected the abovementioned circumstances, but in any case no later than within 13 (thirteen) months from the date of debiting the funds from the Account linked to the Card. The notice of the Client, who is not the Consumer, must be submitted to FINCI immediately from the moment the Client/Cardholder has detected the abovementioned circumstances, but in any case no later than within 60 (sixty) calendar days from the date of debiting the funds from the Account linked to the Card.
- 10.3.** In case the Cardholder/Client acting as Payer provides a claim to FINCI regarding the Operation unauthorised by the Payer and executed by the FINCI, and FINCI satisfies such claim by refunding to the Client the funds of such Operation, but later it is

determined that the Operation was properly authorised or there are other grounds established by Applicable regulations for refuting the claim of Client/Cardholder, such Client must immediately return such refunded funds to FINCI and agrees that FINCI is entitled to debit the funds of such Operation from the Client's Accounts held with FINCI.

- 10.4.** In case the Payer provides a claim to the FINCI regarding the Operation not unauthorised by the Payer and executed by the FINCI, the Client (Payee), who has received the funds of such Operation without valid grounds, must immediately repay to FINCI the amount of such Operation transferred to Client's Account and agrees that FINCI is entitled to debit the funds of such Operation from the Client's Accounts held with FINCI.
- 10.5.** In case of reclamation on cards transactions, the Cardholder/Client understands and agrees that the FINCI shall repay the funds to the Client only when the FINCI has recovered them in compliance with the standards and regulations of the FINCI and/or Mastercard. The Client shall cover all costs incurred by the FINCI through execution of the Client's orders or investigation of the Client's/Cardholder's Operations (including the cost of producing copies of invoices), except where the difference between the Operations carried out, or the value thereof, and those presented in an Account statement (except for the differences in Operations value resulting from currency exchange) have originated through the gross negligence of the FINCI.

## **11. CARD EXPIRATION AND RENEWAL**

- 11.1.** The Card is valid until the end of the period indicated on the Card, i.e., the last day of the month indicated on the Card or in the System.
- 11.2.** The Card will cease to operate and function on its expiry date.
- 11.3.** The Cardholder must destroy the Physical card when it expires.
- 11.4.** If the Card expires, a renewed Card may be issued.
- 11.5.** FINCI has the right refuse to renew the Card without providing reasons for refusal.

## **12. PERSONAL DATA PROTECTION**

- 12.1.** By accepting these Terms of Service and/or by using the Card, the Client/Cardholder agrees that FINCI will process Client's/Cardholder's Personal data for the purpose of providing Services and in accordance with Applicable regulations and/or legitimate interests of FINCI or third parties. Detailed information of Personal data processing by FINCI is explained in Privacy Policy, which is available on the FINCI website.

## **13. RESPONSIBILITIES OF THE CLIENT AND CARDHOLDER**

- 13.1.** By ordering the Card to the Cardholder who is a person other than the Client, the Client understands and agrees that:
- 13.1.1.** The Cardholder will have right to perform the Operations with Card on the basis of these Terms of Service and confirms that the Client entitles the Cardholder to perform the Operations and use the Card;
  - 13.1.2.** The Client shall be liable to the FINCI for all actions or omissions of the Cardholder;
  - 13.1.3.** The Client is obligated immediately to familiarize the Cardholder with the Terms of Service, Terms, Fees, Privacy Policy, all other applicable documents and all of them shall apply to the Cardholder;
  - 13.1.4.** The Terms of Service, Terms, Fees are binding to both the Client and the Cardholder;
  - 13.1.5.** the Client assumes full responsibility for all Operations performed by the Cardholder.
- 13.2.** A change in the relationship between the Client and the Cardholder (e.g., termination of employment agreement, termination of authorization, etc.) does not affect the validity of the Terms of the Service, i.e., if the Client does not terminate the Terms of the Service, the Cardholder will have the right to continue to perform Operations on the Account with the Card.

## **14. LIABILITY**

- 14.1.** FINCI is not liable for:
- 14.1.1.** the errors, failures, actions or omissions of the third parties as a result of which Cardholder/Client was not able to perform the Operations and/or use Card;
  - 14.1.2.** if the Cardholder/Client used the Card illegally or fraudulently;
  - 14.1.3.** any unauthorised or erroneous Operations, if the Client/Cardholder fails to notify FINCI as stipulated in Clause 10.2 of Terms of Service;
  - 14.1.4.** untimely, careless, fraudulent, intentional or illegal actions or omissions of the Cardholder/Client;
  - 14.1.5.** indirect losses, lost profit of Client/Cardholder;

- 14.1.6.** the services or goods purchased by the Cardholder;
  - 14.1.7.** the actions or omissions that are a result of FINCI's compliance with Applicable regulations and/or MasterCard's regulations/rules;
  - 14.1.8.** a refusal of a third party to accept the Card;
  - 14.1.9.** any limits or restrictions imposed by third parties that violate the interests of the Client or the Cardholder;
  - 14.1.10.** any legal relations with third parties that the Client has entered into on the basis of transactions or by operation of law (including cases when the basis of such relations is the Operation);
  - 14.1.11.** any loss incurred due to malfunctioning of or faults in electronic or other means of communication or technical devices enabling Operations with the Card, or due to other technical reasons beyond the control of the FINCI.
  - 14.1.12.** the case mentioned in the Terms.
- 14.2.** If the Client suffers a loss as a result of the Cardholder's fault and/or improper performance of these Terms of Service or the Terms (e.g., loss, disclosure or improper storage of the Card and/or its Personalised security credentials, etc.), the Cardholder shall be obliged to compensate such Client's loss.
- 14.3.** The Client assumes full responsibility for the Cardholder's actions or omissions, and in the event that the Cardholder breaches the Terms of Service or the Terms, the Client shall be deemed to have breached the Terms of Service or Terms.
- 14.4.** In case of a refund of the Operation for reasons beyond the control of FINCI (inaccurate/incorrect data indicated by the Cardholder, the Recipient's account is closed, etc.), FINCI shall not be liable and will not compensate any losses incurred (e.g. shall not refund the fees or expenses paid for the Operation in connection with the refund).
- 14.5.** The Client, who is the Consumer, shall bear the losses relating to unauthorised Operations up to EUR 50 (fifty euro), where such losses are incurred as a result of: i) the use of a lost or stolen Card; ii) the misappropriation of the Card. The Client, who is not the Consumer, shall bear all losses incurred due to reasons mentioned in this clause.

- 14.6.** In case of loss or theft of the Card or the mobile device containing the Digital Card, the Cardholder shall immediately notify the FINCI, block/freeze the Card thereof as stipulated in the Terms of Service. Where necessary, the Cardholder and Client shall provide all information in their possession to FINCI or to FINCI's authorized representative as may be necessary for investigation of the case of loss of the Card. FINCI shall be entitled to demand a copy of the report on the committed criminal offence filed by the Client or Cardholder with the respective law enforcement authority.
- 14.7.** The Parties shall not be liable for the failure to perform, in whole or in part, their obligations assumed under the Terms of Service resulting from the force majeure circumstances that could not have been reasonably predicted, prevented or controlled.
- 14.8.** The Client hereby confirms that Client understands that the Client and Cardholder are fully responsible for any consequences of providing incorrect or/and inaccurate information, data and / or documents, including all possible losses. Any incomplete or false information furnished constitutes sufficient grounds for FINCI to unilaterally terminate the Terms of Service, including the Terms, other contracts entered, and demand early performance by the Client of obligations created by the Terms of Service and/or Terms and/or other contracts entered, as well as to institute criminal action against the person who furnished the details pursuant to the relevant provisions of the Criminal law of the Republic of Lithuania.

## **15. INFORMATION OF THE CARD OPERATIONS**

- 15.1.** Information on Card Operations is accessible to the Client through the Account statement pursuant to FINCI's rules that regulate maintaining the Account. As soon as FINCI makes the Account statement accessible to the Client, it is assumed that the Client has become aware of information on Operations specified therein.
- 15.2.** The Client is obliged to get acquainted with an Account statement and other FINCI's notices, which are related to the Operations made, and to ascertain correctness of the Operations and their compliance with authorized Operations as specified in clause 10.1.

## **16. TERMINATION, MODIFICATION OF THE TERMS OF SERVICE**

- 16.1.** The Terms of Service are valid for an unlimited period of time (unless otherwise explicitly agreed by the parties).
- 16.2.** Client is entitled to terminate the Terms of Service in accordance with the procedure set out in the Terms.
- 16.3.** The Terms of Service shall automatically expire if the Terms are terminated.

- 16.4. FINCI shall have the right to unilaterally and out-of-court terminate the Terms of Service in accordance with the procedure set out in the Terms.
- 16.5. When the termination of the Terms of Service comes in force, the Cardholder must immediately destroy the Physical card.
- 16.6. The FINCI has the right to unilaterally change the terms of the Terms of Service and the Fees in accordance with the procedure established in the Terms.

## **17. DISPUTE RESOLUTIONS**

- 17.1. Any disputes between the FINCI, Client and Cardholder are resolved in accordance with the procedure laid down in the Terms.
- 17.2. The Terms of Service and the Terms shall be governed by and construed in all respects in accordance with the laws of the Republic of Lithuania.
- 17.3. If the dispute is not settled amicably or through other means of out-of-court settlement of disputes, the dispute shall be settled in the competent court of the Republic of Lithuania according to the registered address of the FINCI.
- 17.4. If the Client is the Consumer, he/she has the right to appeal to consumer dispute settlement institutions under the procedure set by the legislation of the Republic of Lithuania.

## **18. OTHER PROVISIONS**

- 18.1. If any provision of these Terms of Service shall be found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain valid and in force and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal whilst maintaining or giving effect to its commercial intention.
- 18.2. The Parties confirm that FINCI has the right to transfer its rights and obligations arising from the Terms of Service to any third party at any time, without the consent of the Client. The Client has the right to transfer its rights and obligations arising from the Terms of Service only with the written consent of FINCI.
- 18.3. The Client is deemed to have agreed to the Terms of Service and the Fees by submitting to FINCI filled in Payment card application.
- 18.4. The Client/Cardholder agrees that any notifications and/or instructions given remotely by FINCI or by the Client/Cardholder pursuant to these Terms of Service or the Terms will be considered equivalent to written notifications or instructions given by the relevant party.