

## GENERAL TERMS AND CONDITIONS FOR BUSINESS CLIENTS

### I. GENERAL INFORMATION

1. These General Terms and Conditions for Business Clients (the “**GT&Cs**”) constitute the business conditions for Wallter, UAB (“**WLT**”) which is licensed under the laws of the Republic of Lithuania and holding an unlimited electronic money institution license.
2. These GT&Cs set out the rights and obligations resulting from a contractual relationship established between WLT and its Clients and are binding for all the parties involved in this relationship as from the date when the Client concludes these GT&Cs with WLT.
3. These GT&Cs regulate access and use of <https://wallter.com/> Platform (as defined below) and the content and services that are offered on the Platform.
4. These GT&Cs are published on the Website and are available for each potential Client.
5. WLT is a legal entity incorporated in the Republic of Lithuania under the legal entity's code 304740691, having its registered office at Vilnius St 28-201, LT-01402 Vilnius, the Republic of Lithuania. WLT may be contacted via e-mail [crm@wallter.com](mailto:crm@wallter.com).
6. WLT holds an unlimited electronic money institution license No 30 issued by the Bank of Lithuania on 13/03/2018, which authorizes WLT to engage in electronic money and payment services listed in the license. The unlimited electronic money institution license issued to WLT is published in the official website of the Bank of Lithuania and may be found following the below links:
  - In English: [https://www.lb.lt/en/licences-1/view\\_license?id=446](https://www.lb.lt/en/licences-1/view_license?id=446)
  - In Lithuanian: [https://www.lb.lt/lt/frd-licencijos/view\\_license?id=446](https://www.lb.lt/lt/frd-licencijos/view_license?id=446)
7. WLT is included in the public list “Electronic money institution, holding a license issued in Lithuania for non-limited activity” managed by the Bank of Lithuania which is published in the Bank of Lithuania's official website. The list may be found following the below links:
  - In English: [https://www.lb.lt/en/sfi-financial-market-participants?query=wallter&ff=1&market=1&business\\_form%5B%5D=32](https://www.lb.lt/en/sfi-financial-market-participants?query=wallter&ff=1&market=1&business_form%5B%5D=32)
  - In Lithuanian: [https://www.lb.lt/lt/finansu-rinku-dalyviai?query=wallter&ff=1&market=1&type%5B%5D=7&business\\_form%5B%5D=32](https://www.lb.lt/lt/finansu-rinku-dalyviai?query=wallter&ff=1&market=1&type%5B%5D=7&business_form%5B%5D=32)
8. WLT activities are supervised by the Bank of Lithuania, which is located at Gedimino ave. 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/>.

### II. ACCEPTANCE OF TERMS

9. These GT&Cs set out general terms to the framework for provision of payment and electronic money services by WLT to the Clients. These GT&Cs also establish mutual rights, duties and responsibilities between the Client and WLT, including rights, duties and responsibilities with respect to termination, extent and modification of these GT&Cs.
10. The titles of sections and clauses in these GT&C are used only for easier reading and shall not be used for the purposes of interpreting a respective section or clause.
11. The Client is hereby notified of the exemption provided by Article 3(7) of the Law on Payments of the Republic of Lithuania allowing WLT and the Client as a payment service user, which is not a consumer, to

deviate from the provisions of Section III (including Article 13, listing requirements for the framework agreement between the payment service provider and payment service user), Articles 4(1), 4(2), 4(3), 11(1), 11(2), 11(5), 29(3), 36 (to the extent the term for notifying about unauthorized or improperly executed payment transactions is concerned), 37, 39, 41, 44, 51 and 52 of the Law on Payments of the Republic of Lithuania. The Client is hereby notified and, by agreeing to these GT&Cs, confirms their understanding these GT&Cs might in certain cases deviate from the above mentioned provisions of the Law on Payments, including that the contents of these GT&Cs may be narrower than required under Article 13 of the Law on Payments of the Republic of Lithuania, and agrees to be bound by these GT&Cs as it is worded, including any such deviations.

**12.** In addition to these GT&Cs, the legal relationship between WLT and the Client is also governed by applicable laws, and Fees.

**13.** In case of discrepancies between any provisions of the GT&Cs and those under agreements concluded after the effective date hereof between WLT and the Client, the provisions of newly signed agreement shall apply.

**14.** In case the Client does not understand or does not wish to agree to particular clauses of these GT&Cs, the Client shall express its misunderstanding and/or disagreement via e-mail indicated in Clause 5 of these GT&Cs prior to concluding them. Conclusion of these GT&Cs serves as a proof that the Client confirms and undertakes with all clauses of these GT&Cs.

**15.** The Parties agree that these GT&Cs shall be concluded and communication between the Client and WLT shall be performed in an Acceptable Language (as defined below) or other language if agreed by the Parties.

**16.** Access to the Platform requires the Client to be acknowledged with and accept these GT&Cs. Therefore, it is recommended that the Client read them carefully before using the Payment Services offered by WLT.

**17.** Access to the Payment Services offered by WLT is prohibited for users under 18 (eighteen) years of age. By accepting these GT&Cs, the Client acknowledges being a person with the enough capacity to acquire the obligations derived from their actions and that they have read, understood and accepted the content of these GT&Cs.

**18.** In the event of a breach of any of the provisions established in these GT&Cs, WLT will notify the Client to correct said situation and otherwise WLT reserves the right to cancel, suspend (temporarily or permanently), terminate the Client's E-money Account.

**19.** WLT reserves the right to deny access to the Platform and the Payment Services to any natural or legal person.

### III. DEFINITIONS

**20.** For the purposes of these GT&Cs, the following terms shall have the meanings given to them below:

- **Acceptable Language** – the language in which these GT&Cs shall be concluded and communication between the Client and WLT shall be performed in. These languages are the following – Lithuanian and English.
- **Business Day** – means a day when the commercial banks in Lithuania are open for business, excluding Saturday, Sunday and holidays when banks in Lithuania do not work.
- **Client** – means a legal person having contractual relationship with WLT, the subject matter of which is provision of Payment Services.
- **Confidential Information** – means any information, facts and data that were received by WLT about the Client (and vice versa) during the course of business relationship between WLT and the Client under these GT&Cs which has a certain value and capacity to cause benefit or harm to WLT and/or the Client, or information that is classified by its provider as confidential or its confidential nature results from its essence or circumstances of which of the other Party is aware including but not limited

to information on Payment Transfers, on contractual terms offered to the Client and any other information relating to the activities of any of the Parties.

- **Consent** – means the consent of the Client to initiate and/or execute the Payment Order or provide any other Payment Service.
- **Durable Medium** – means any instrument which enables the Client to store information addressed personally to them in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored (e.g., on the Platform).
- **Electronic Means of Communication (“EMC”)** – mean any electronic means of communication enabling communication between the Client and WLT in electronic form, included but not limited to regular e-mails to E-mail Addresses and communication within the Platform.
- **Electronic Money** – funds of the Client transferred to and held on E-money Account for execution of Payment Transfer. Electronic Money held within the E-money Account show the balance of that E-money Account.
- **E-mail Address** – means WLT’s e-mail address indicated in Clause 5 of these GT&Cs and Client’s e-mail address which is indicated during the onboarding procedure. E-mail Addresses may be amended in accordance with the direct instructions of the Parties.
- **E-money Account** – means the Electronic Money and payment account opened within WLT in the name of the Client, accessible through the Platform and used for the provision of Payment Services.
- **Fees** – means all fees payable by the Client to WLT.
- **Financial Information** – means account information, balances and transactional information.
- **IBAN (International Bank Account Number)** – means an international bank account number which is attached to all accounts in the EU countries enabling clear identification of the payee and automated payment processing.
- **Parties** – means WLT and the Client who concluded these GT&Cs.
- **Payment Order** – means an unconditional and unequivocal instruction given by the Client to WLT for the performance of the Payment Transfer.
- **Payment Service** – means the following payment services provided by WLT to the Client:
  - opening of the designated / aggregated E-money account;
  - issuance of prepaid debit cards;
  - issuance of Electronic Money, placing them with E-money Account and redemption of Electronic Money;
  - execution of Payment Transfers, through the Platform;
  - ancillary services that may be provided by WLT such as currency exchange services.
- **Payment Transfer** – means a payment transaction executed by WLT following the Payment Order received from the Client according to these GT&Cs.
- **Platform** – means WLT software contained on WLT’s Website, which is used to provide the Payment Services. For the avoidance of doubt, the Website can be accessed by any natural or legal person, and the Platform can solely be accessed by WLT’s Clients.
- **Rolling Reserve Account** – means non-interest bearing account.
- **Segregated Account** – means a segregated bank account opened by WLT with an EEA credit institution to hold Clients’ funds.
- **Website** – means the website operated by WLT for the provision of its services, currently accessible at <https://wallter.com/>, excluding any external websites to which the website points by way of hyperlink or otherwise. For the avoidance of doubt, the website can be accessed by any natural or legal person, and the Platform can solely be accessed by WLT’s Clients.

#### IV. CONCLUSION OF THESE GT&CS

21. These GT&Cs shall be concluded if the Client is willing to use Payment Services provided by WLT.

22. These GT&Cs shall be deemed concluded when the Client agrees on them and WLT confirms to the Client via the Platform that Client’s E-money Account has been opened. Each Client’s E-money Account shall have a number assigned, which is unique within WLT. It shall be deemed that the Client and WLT has agreed on these GT&Cs once all the following actions are performed:

22.1. Client (or a representative) opens the Website, fills in the registration form, creates a user account, and completes onboarding procedure by entering their identification details and performing identification procedure;

22.2. WLT via the Website provides the Client with these GT&Cs;

22.3. Client confirms these GT&Cs and all documents incorporated thereof as well as confirms the acknowledged to the Privacy Policy of WLT;

22.4. Client confirms that all data, information and documents provided during the registration process are accurate;

22.5. WLT establishes and verifies Client's identity following WLT's anti-money laundering and counter-terrorist financing policies and procedures.

23. WLT at its absolute discretion may refuse to enter into contractual relationship with an applicant without specifying any reason, excluding the cases when applicable legal acts establish otherwise.

## **V. CHANGES IN INFORMATION PROVIDED**

24. The Client shall be obliged to notify WLT without delay, but not later than in 3 (three) Business Days of any change of information/data that was provided by the Client with respect to conclusion and/or execution of these GT&Cs, including but not limited to the Client's name, address, E-mail Address, telephone number, ownership structure, management, authorised signatory, business activity, expiry of license, etc. and submit documents evidencing the change (if applicable).

25. The Client shall be obliged to notify without delay, but not later than in 3 (three) Business Days of any event that would incapacitate, limit or otherwise hinder performance of their duties under these GT&Cs such as initiation of bankruptcy.

26. WLT shall not be liable for any damage incurred by the Client as a result of a failure to report in time changes as specified under Clauses 24 and 25 of these GT&Cs.

## **VI. IDENTITY ESTABLISHMENT**

27. To comply with the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania and other related laws, it may be necessary for WLT to obtain from the Client and retain documents, information and data confirming identity of the Client. WLT shall also have a right to invoke a third-party support to fulfil duties related with the prevention of money laundering and terrorist financing.

28. WLT shall perform Client identification and risk assessment process prior to concluding these GT&Cs as described under Clause 27 of these GT&Cs and internal procedures of WLT.

29. For the purpose of identification and risk assessment, the Client must submit to WLT the required information and documents prepared in an Acceptable Language and/or another language agreed between Parties. WLT shall have the right to take other legitimate measures for the purpose of identification and risk assessment of the Client. Failure to submit required information and documents to WLT or provision of incorrect or incomplete information and documents may lead to refusal to enter into contractual relationships or termination of these GT&Cs.

30. In case information and documents provided by the Client are not in an Acceptable Language and/or another language agreed between Parties, WLT shall have the right to demand that the Client provides a certified translation. The translation must be certified by a sworn translator's signature and notarized.

31. Parties express their mutual understanding that WLT has a general duty to report any suspicious activity identified during the business relationship with the Client to relevant authorities as well as other reporting

duties deriving from the laws related to prevention of money laundering and terrorist financing. WLT shall not be liable for execution of such duties with respect to the Client.

**32.** The measures of the Client's identity verification provided by WLT may be used to confirm the identity of the Client in a manner specified by WLT (for example, video call, provision of the notary approved documents, etc.).

**33.** WLT has the right at any time to require the Client to provide additional information and/or documents, in the form specified by WLT, related to the Client or beneficiary, operations on the Client's E-money Account (user profile), and, periodically, in the manner established by WLT, check the data of the Client specified in the Client's E-money Account, and fill out the Client questionnaires (KYC/KYB applications) developed by WLT and other documents. WLT shall have a right to carry out identification of the Customer where it has been already carried out.

**34.** Costs for providing information and documents required for Client identification under the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania and other related laws, shall be born by the Client.

## **VII. E-MONEY ACCOUNT**

**35.** E-money Account allows the Client to deposit, keep and transfer funds, carry out local and international Payment Transfers, receive funds to E-money Account, perform other transactions related to Payment Transfers, excluding the cases when these GT&Cs establish otherwise.

**36.** E-money Account is accessible within the Platform by logging in with Client's login details.

**37.** Electronic Money held within E-money Account shall belong to the Client that is registered as the owner of the E-money Account. Several persons, who are authorized representatives of the Client, can have access to the E-money Account and be owners of the E-money Account. No other persons shall have any rights to E-money Account or Electronic Money held within the E-money Account.

**38.** WLT may set limits on E-money Accounts, of which the Client is informed in advance and undertakes to comply with them. The Client may also establish limits of their E-Money Account (without exceeding the limits established by WLT).

**39.** Electronic Money held in the E-money Account does not constitute a deposit and WLT will not pay interest for holding it and does not provide any other benefits associated with the time period for which the Electronic Money is stored.

### **Top-ups**

**40.** In order to add funds to E-money Account, Client shall perform a top-up via a bank transfer and/or via other method which WLT makes available to the Client. WLT shall provide all the relevant information about the top-ups within the Platform.

**41.** In order to top-up E-money Account balance via bank transfer, the Client shall add and verify their third-party bank account (and subject to the terms of the third-party bank mandate). The Client must be the named holder of such third-party bank account used to top-up E-money Account.

### **Suspension of the E-money Account**

**42.** WLT may suspend (block) the E-money Account or part of the Payment Services offered on the E-money Account and not be liable for any loss and/or damages suffered by the Client or third parties in the following cases (not an exhaustive list):

**42.1.** WLT has reasonable doubts regarding the origin of Client's funds in the E-money Account and/or suspect that actions related to money laundering or terrorist financing has been or is intended to be carried out via the E-money Account;

**42.2.** WLT becomes aware that Client's device used to access the Platform has been stolen or lost (Client shall be obliged to inform WLT about such events);

**42.3.** When WLT requests and the Client fails to submit requested information, data and/or documents within a reasonable time interval indicated in such a request;

**42.4.** WLT has reasonable ground to believe that the E-money Account is used by other persons rather than the Client;

**42.5.** WLT is obliged to suspend (block) the E-money Account in accordance with applicable laws;

**42.6.** Client uses E-money Account in violation to these GT&Cs;

**42.7.** WLT becomes aware that the Client is related to prohibited businesses and/or jurisdictions (see the list [here](#)) as per internal procedures of WLT;

**42.8.** The balance of the E-money Account is negative;

**42.9.** When the Client submits respective notice to WLT using Durable Medium and asks to suspend their account on their own initiative;

**42.10.** Other grounds where WLT thinks it is necessary for the protection of Client's or other persons' interests.

**43.** WLT shall inform the Client about the suspension of the E-money Account, indicate reasons for such limitation and instruct the Client on how the identified circumstances may be eliminated (if allowed under applicable laws). Notification shall be submitted to the Client within a reasonable time.

**44.** The suspension of the E-money Account shall last no longer than 30 (thirty) days with WLT's right to extend it for the same period for an unlimited number of times and shall be immediately removed once the ground for such limitation disappears.

**45.** When the E-money Account has been suspended on Client's own initiative, the suspension is cancelled when WLT receives the respective written request of the Client to withdraw the request to block the E-money Account. WLT shall have the right to replace the blocked E-money Account with a new one with additional Fees applied.

**46.** The suspension of the E-money Account does not interfere with WLT's right to terminate these GT&Cs.

## **VIII. ISSUANCE AND REDEMPTION OF ELECTRONIC MONEY**

**47.** Funds which are held in E-money Account are considered Electronic Money issued by WLT. After the Client transfers or deposits funds to WLT (performs a top-up) and WLT receives the funds, WLT issues Electronic Money and places (credits) them within Client's E-money Account. Funds (money) received from the Client are kept in a separate Segregated Account opened by WLT within a credit institution (segregation timeframe shall be in line with requirements of legal acts).

### **Redemption of Electronic Money**

**48.** Client may request to redeem the Electronic Money held in the E-money Account.



**49.** Electronic Money shall be redeemed at its nominal value at any time, except for cases set within these GT&Cs, when limitations are applied to the E-money Account in accordance with Clause 42 of these GT&Cs. To redeem Electronic Money, the Client has to place a Payment Order for the transfer of funds from E-money Account to their other account.

**50.** To redeem the Electronic Money, the Client shall pay the usual Fees for the performed Payment Order, which depends on the Payment Transfers carried out by the Client and is specified in these GT&Cs. The Fees will be shown via the device screen (Platform) which will be shown to the Client when processing any Payment Transfer.

**51.** WLT shall not apply extra charges for the redemption of Electronic Money.

## **IX. PAYMENT SERVICES PROVIDED**

**52.** WLT provides: E-money Account; issuance of prepaid debit cards; execution of Payment Transfers services; cash withdrawal from E-money Account. These services are provided in the following context i.e., Client opens an E-money Account; Client deposits funds for the issuance of Electronic Money, placing them with E-money Account by topping up by other credit (bank) transfers. Execution of Payment Transfers are provided through the Platform between E-money Accounts (internal Payment Transfers) and also to accounts opened with other payment service providers (external Payment Transfers); cash withdrawal through ATMs. Payment Services provided to the Client shall be limited to those available to the Client within the Platform.

**53.** The Client may use Payment Services only after the conclusion of these GT&Cs and WLT's confirmation that Client's E-money Account has been opened.

**54.** The Client shall take reasonable steps to ensure that:

54.1. Client's telephone (or another device used to access the Internet) and its PIN/password is kept safe and secure;

54.2. Access to the Platform is kept safe and secure.

**55.** The Client may use Payment Services provided by WLT only for commercial needs. Failure to do so will allow WLT to suspend Client's E-money Account and/or unilaterally terminate these GT&Cs with immediate effect.

## **X. PAYMENT ORDERS**

**56.** WLT executes Payment Orders in non-cash form.

**57.** E-money Account is in multi-currency, i.e. it takes into account Electronic Money in the currencies which they were received by the Client. The Client assumes the risk of devaluation of Electronic Money due to changes in exchange rates. Currency rates are available to each Client individually in their E-money Account on the Platform.

**58.** The Client can place Payment Orders and initiate Payment Transfers from the E-money Account via the Platform. Payment Transfers, where WLT provides such Payment Services, can be executed to other WLT client's e-money accounts and to other accounts opened with other EEA payment service providers, to other accounts opened with foreign non-EEA payment service providers, banks in foreign countries.

**59.** The execution of the Payment Transfer shall be initiated by the Client by following required instructions provided by WLT in the Platform and duly authorized in accordance with Clause 61 of these GT&Cs. WLT will provide the status of Payment Transfers initiated by the Client within the Platform.

**60.** WLT undertakes to execute Payment Orders with due professional care in compliance with the applicable laws and international standards relating to the performance of non-cash payment transactions through payment systems and in accordance with these GT&Cs.

**61.** Payment Order shall be executed by the Client by specifying all the detailed and precise parameters necessary for a Payment Order (IBAN/sort code/account number and any other data required to execute the Payment Order) within the Platform. The Client is solely responsible for entering the correct information under this Clause.

**62.** WLT is authorized to act upon and rely on information specified by the Client in Payment Orders. If the Client submits an incorrect Payment Order or indicates incorrect data in the Payment Order and the Payment Transfer following such a Payment Order has not been executed yet, the Client may cancel the Payment Order free of charge.

**63.** Payment Orders shall be authorized by the Client before their execution. Authorization shall be given in accordance with strong customer authentication requirements (where applicable).

**64.** Client verification, authorization and WLT receipt of the Payment Order will be deemed as "Consent" for the execution of a Payment Order as set out in Article 29(1) of the Law on Payments of the Republic of Lithuania.

**65.** A Payment Order is deemed to be executed correctly if WLT executes it on the basis of the IBAN provided by the Client and not based on the name and/or address of the beneficiary. WLT shall have no obligation to check any discrepancies between the IBAN provided by the Client and other details that may identify the beneficiary such as its name or address. WLT is not liable for the consequences of the execution of a Payment Order if the IBAN provided by the Client does not belong to the beneficiary as intended by the Client. However, if requested, WLT shall make a reasonable effort to recover the funds in connection with the Payment Transfer executed. The client may be charged with any reasonable costs incurred by WLT relating to such recovery.

**66.** WLT shall be held liable for the proper and due execution of the Payment Transfer in accordance with these GT&Cs and the Law on Payments of the Republic of Lithuania, unless WLT is aware that the Payment Transfer has been received by the payee's payment services provider and can prove that – in such case the payment service provider of the payee shall be responsible for proper execution of the Payment Transfer.

**67.** If the Payment Transfer was not executed or was executed not in accordance with these GT&Cs (without Client's Consent, etc.), WLT shall be obliged to refund amount of the Payment Transfer and restore the balance in the E-money Account as if Payment Transfer has not been initiated and ensure that the Client would not suffer any damages in relation to failure to pay or receive the interest on the certain term. WLT shall track Payment Transfers that were not executed or were executed not in accordance with these GT&Cs free of charge. Whereas WLT has reasonable ground to suspect a fraud in relation to the executed Payment Order as indicated in this Clause, WLT shall immediately notify the Bank of Lithuania about such suspected fraudulent Payment Order including reasoning for such suspicion.

**68.** The Parties shall agree that WLT prior to executing the Payment Order debits any Fees belonging to WLT from the Client's funds in the E-money Account.

**69.** Payment Orders placed by the Client shall be executed by WLT within the following terms:

69.1. SEPA Instant Credit Transfer Payment it is executed instantly;

69.2. Payment Orders in EUR to be executed within the Republic of Lithuania and/or other EEA states and placed not later than 12 pm shall be executed on the same Business Day (if the Payment Order is placed not on the Business Day – not later than the first Business Day coming after);



69.3. Payment Orders in EUR to be executed within the Republic of Lithuania and/or other EEA states and placed later than 12 pm shall be executed not later than the next Business Day (if the Payment Order is placed not on the Business Day – not later than the first Business Day coming after);

69.4. other Payment Orders might be executed within 4 (four) Business Days.

**70.** Funds received by WLT on behalf of the Client shall be credited to Client's E-money Account not later than on the same Business Day when received not later than 12 pm or not later than the next Business Day if funds are received after 12 pm.

**71.** WLT shall be entitled at its own discretion to set further requirements for the use and form of any Payment Order.

**72.** After execution of a Payment Order and deduction of funds from the Client E-money Account, WLT shall provide within the Platform to the Client the following information:

72.1. Information about the Payment Transfer allowing the Client to identify: amount of funds transferred, date, payment details specified by the Client, payee's IBAN;

72.2. The amount of the Payment Transfer expressed in the currency indicated in the Payment Order;

72.3. If Fees were applied: the amount of Fees paid by the Client for the Payment Transfer;

72.4. If currency exchange was executed: the currency exchange rate which was used for the specific Payment Transfer and the amount of funds of the Payment Transfer after currency exchange was executed.

**73.** Information provided in Clause 72, under a Client's request, shall be provided by WLT to the Client free of charge at least once per month. WLT is entitled to apply Fees to such requests if they are provided more frequently.

**74.** If the Client is the payee, WLT shall ensure that the Client would receive the following information about a Payment Transfer:

74.1. Information about the Payment Transfer allowing the Client to identify: amount of funds transferred, Payment Transfer's currency, date of the receipt, payee, payment details included by the payer;

74.2. Information enabling the payee to identify the payer, including IBAN of the payer;

74.3. Data transmitted with Payment Transfer, including purpose of the payment;

74.4. The amount of the Payment Transfer in EUR (currency, in which the funds are credited in the Client's E-money Account);

74.5. If Fees were applied: the amount of Fees for the Payment Transfer payable by the Client;

74.6. If currency exchange was executed: the currency exchange rate which was used for the specific Payment Transfer and the amount of funds until the currency conversion was made;

74.7. The date when funds were credited to Client's E-money Account.

**75.** If the Client notices that funds have been credited to or deducted from their E-money Account by mistake or in other ways that have no legal basis, the Client is obliged to notify WLT about such fact and has no right to dispose of funds that do not belong to them. In such cases WLT has the right, and the Client gives an irrevocable Consent to deduct the funds from their E-money Account without a separate Client's order. If the amount of funds in the Client's E-money Account is insufficient to debit the funds credited to their E-money

Account by mistake, the Client unconditionally commits to repay WLT the mistakenly credited funds within 3 (three) Business Days from the receipt of such request from WLT. If the Client fails to return the funds credited by mistake in time, at the request of WLT, the Client is obliged to remedy WLT by paying daily penalties of 0.05 percent of the mistakenly credited funds for each day by which the time limit has been exceeded.

### Errors in Payment Orders

**76.** If the Payment Order contains information or instructions, based on which the Payment Transfer cannot be carried out or, for other reasons, the Payment Transfer cannot be processed, WLT shall reject such Payment Order.

**77.** If the Payment Order contains incorrect data (for instance, IBAN/account number/sort code or other) as a result of which the payee's credit institution returns the funds transferred, WLT shall credit these funds back to a Segregated Account after deducting the applicable payment related Fees.

**78.** If the Client has noticed incorrect data in its Payment Order, the Client shall contact WLT via e-mail [crm@wallter.com](mailto:crm@wallter.com) without undue delay and notify about it.

### Cancellation, refusal and suspension of Payment Orders

**79.** Unless otherwise stipulated in these GT&Cs, Payment Orders after they are received by WLT are irrevocable.

**80.** WLT may refuse to execute Payment Transfers initiated by the Client. In such events, WLT shall inform the Client about the refusal, indicate reasons for such refusal and instruct the Client on how the identified errors may be eliminated (if allowed under legal acts). Notification shall be submitted to the Client immediately or not later than within the timeframes indicated in Clause 69. If the refusal to execute Payment Transfer is reasonable, WLT shall be entitled to apply a Fee to the Client for the improper placement of the Payment Order due to which the Payment Transfer was not able to be executed.

**81.** WLT shall be entitled to refuse to execute or suspend execution of any Payment Order and not be liable for any loss and/or damages suffered by the Client or third parties in the following cases:

81.1. E-money Account balance is insufficient for the execution of the Payment Order;

81.2. E-money Account is suspended at the time of execution of the Payment Order;

81.3. WLT has reasonable ground to believe that the Payment Order is initiated by other persons rather than the Client;

81.4. Payment Order is incomplete, incorrect or inaccurate;

81.5. Payment Order is not compliant with legal acts, WLT internal policy or these GT&Cs.

### Liability with respect to the fulfilment of a Payment Order

**82.** In the following cases WLT shall refund to the Client the full amount debited erroneously immediately and the amount debited without authorization as soon as practicable and in any event no later than at the end of the Business Day following the day on which WLT became aware of or was informed about the unauthorized Payment Order, unless WLT has reasonable grounds to suspect fraud and notify the supervisory authority in writing:

82.1. The Payment Order was not authorized by the Client or was incorrectly initiated or executed by WLT; and/or;

82.2. The Client has notified WLT in writing about becoming aware of the unauthorized or incorrectly executed Payment Order and in any event no later than 1 (one) month after the date the funds were debited.

83. The Client shall prove that the Payment Order was not authenticated by the Client. Failure to do so will mean that the Client is not entitled to a refund in accordance with the Clause 82.

84. WLT shall be liable to the Client under Clause 82 for the correct execution of a Payment Order unless: Clause 63 applies; or WLT can prove to the Client (and where relevant to the Client's payment service provider) that the Client's payment service provider received the amount of the Payment

85. The Client shall be liable for all losses incurred in respect of unauthorized Payment Orders made to WLT if the Client has acted fraudulently, or not complied with its obligations under Clauses 96 and 97.

86. WLT assumes neither liability nor responsibility for the processing of Payment Orders containing incorrect data provided by the Client and is entitled to charge Fees for costs incurred.

87. WLT shall not be liable for non-performance or any delays caused by the payment service providers processing Client's funds, including but not limited to card acquiring payment service providers and payment executing payment service providers or their intermediaries.

## XI. FEES

88. WLT shall charge Fees related to the provision of Payment Services. Applicable Fees are provided in the WLT's Website [here](#). Clients can find information on applicable Fees on their individual E-money Account on the Platform as well. In relation to Payment Transfers – applicable Fees will be provided to the Client in the device screen via the Platform each time the Client initiates a Payment Order.

89. Payment Transactions may be subject to currency conversions. If the Client makes a Payment Transaction from E-money Account denominated in one currency to the E-money Account denominated in another currency, the Client will be asked to either make the Payment Transfer in the currency of Client's E-money Account or in another currency. If the Client chooses the currency of E-money Account, then the payee will pay the fee for the conversion into the currency of their e-money account. If the Client chooses the currency of the payee's e-money account, the Client will pay the fee for the conversion into the currency of the payment. If the Client chooses a currency that is neither the currency of Client's E-money Account nor the currency of the payee's e-money account then the Client will pay the fee for the conversion. Currency exchange rates are provided to the Client before the Payment Order.

90. WLT will apply exchange rates based on market rates quoted on each Client's individual E-money Account on the Platform. The exchange rates can change in real time due to the market conditions. WLT applies the changed basic exchange rate of currency immediately without a separate notice.

91. WLT shall provide the Client with a written notice regarding any changes to the Fees no later than 30 (thirty) calendar days in advance. The written notice shall be submitted to the Client through the EMC. The Client shall be responsible to be informed and review these changes once they have been provided by WLT.

92. By concluding these GT&Cs, the Client agrees that WLT shall deduct the Fees owed by the Client for the use of Payment Services from the E-money Account. If Client's E-money Account balance is insufficient, or the Client E-money Account balance becomes negative, WLT reserves the right to invoice the Client for any shortfall. WLT shall be entitled to suspend E-money Account if the Client does not pay Fees on time.

93. The Client, having failed to pay WLT the Fees for provided Payment Services, at the demand of WLT and in accordance with the Clause 88 must pay 0.02% default interest for each day overdue.

## XII. PLATFORM

**94.** The Client uses Payment Services provided by WLT throughout the Platform. The Client also has access to data on transactions and other information related to Payment Services on the Platform in electronic form.

**95.** WLT reserves the right to modify the Platform at any time as deemed necessary to comply with applicable laws and regulations or business needs. WLT reserves the right to amend the functionality of the Platform without notice. WLT shall not be liable if for any reason the Platform is unavailable at any time or for any period. From time to time, WLT may restrict access to the Platform.

**96.** The Client shall notify WLT in writing or via the Platform and/or e-mail on becoming aware of the misappropriation of the Platform – the misappropriation of the Platform includes:

96.1. The loss by the Client of the device which was used to access the Platform; and/or

96.2. The loss by the Client of the telephone which had Platform open on it; and/or

96.3. Someone other than the Client being able to gain access to the Platform.

**97.** Client must take all reasonable steps to keep the Platform safe. This includes:

97.1. Not telling anyone, including WLT or someone purporting to be WLT, their Platform login details – WLT will never ask for login details via telephone or e-mail or using any other method;

97.2. Updating software, applications, anti-virus programs, browsers and other programs in time;

97.3. Protecting devices with passwords, PIN codes and other safety instruments;

97.4. Not clicking on unknown links, open unknown documents, installing software or application from unknown, unreliable sources or visit unsafe websites;

97.5. The Client notifying WLT as soon as the Client suspects or knows that some other persons gain access to the Platform.

**98.** The Client must inform WLT as soon as the Client becomes aware that the telephone and/or Platform and/or e-mail they use to communicate with WLT has become compromised. The Client is fully responsible for the security of his/her/its telephone, device to access the Platform and E-mail Address.

### **XIII. MODIFICATION OF THESE GT&CS**

**99.** WLT shall have a right to amend these GT&Cs unilaterally by giving the Client a written notice prior no less than 30 (thirty) calendar days. The written notice shall be submitted to the Client through the EMC.

**100.** The Client shall be deemed to have accepted the proposed amendments, unless the Client notifies WLT and terminates these GT&Cs as specified under Clause 101 of these GT&Cs.

**101.** If the Client objects to the amendments proposed following procedure established under Clause 99 of these GT&Cs, the Client shall have a right to terminate these GT&Cs, which shall not be subject to any Fee applied by WLT, by submitting WLT with a notification on termination of these GT&Cs. Such notification shall be submitted by the Client to e-mail [crm@wallter.com](mailto:crm@wallter.com) or other applicable E-mail Address before the date when amendments proposed by WLT shall come into effect.

**102.** If the Client does not notify WLT about the termination of these GT&Cs as specified under Clause 101 of these GT&Cs, proposed amendments to these GT&Cs shall come into effect from the date specified by WLT in its notice referred to under Clause 99 of these GT&Cs. Amendments that came into effect shall not have retrospective effect and shall not affect any rights and/or obligations that have arisen between the Client and WLT before amendments came into effect.

#### XIV. VALIDITY OF THESE GT&CS

**103.** Without prejudice to the termination provisions of these GT&Cs, the term of these GT&Cs shall be a period of 12 (twelve) months from the date of concluding these GT&Cs by the Client (the “**Initial Term**”), and shall be considered automatically extended under the same terms for successive 12 (twelve) months period (each a “**Renewal Term**”), unless either Party provides notice of not less than 30 (thirty) days prior to the end of Initial Term or any subsequent Renewal Term in writing or through EMC to another Party.

**104.** Without prejudice to the right of the Party to provide notice not to extend these GT&Cs or notice to terminate these GT&Cs, the number of extensions of these GT&Cs shall not be limited and automatic extension of these GT&Cs, as specified above, shall be applied to each Renewal Term as well.

#### XV. COMMUNICATION

**105.** Contact details of WLT are presented in Clause 5. Contact details of the Client are recorded during the onboarding procedure.

**106.** Any communication between WLT and the Client shall take place primarily through e-mail. Such disclosure of any information by WLT means that the relevant information is duly delivered to and received by the Client on the same Business Day it was issued.

**107.** The Parties may also communicate over other means of communications (EMC, telephone, etc.). Telephone communications will primarily be used in regard to Client verification and consultation of the Clients.

**108.** WLT shall not be responsible for any mistake, inaccuracy, technical defect or damage caused by incorrect, outdated Client contact details and their subsequent use by WLT.

**109.** By concluding these GT&Cs, Client is informed that WLT may record any ongoing communication between WLT and the Client using any available technical means, and may archive all the records, as well as the copies of any information and documents that WLT will receive from the Client and third parties in accordance with applicable laws on personal data protection. The Client shall also agree and acknowledge that WLT may use such recordings, information and documents as evidence in any dispute or anticipated dispute.

#### XVI. DATA PROTECTION

**110.** By concluding these GT&Cs, Client is informed that WLT collects, uses, stores or otherwise processes any personal data provided by the Client or otherwise received by WLT in connection with the Payment Services contemplated herein. Data is processed in accordance with the terms of WLT Privacy Policy. WLT Privacy Policy contains the purposes and legal basis of the personal data processing, the period for which the personal data will be stored, information about the Client’s right to request access to and rectification or erasure of personal data or to object to processing of personal data as well as the right to data portability, and other rights and information related with data subject. Copy of WLT Privacy Policy is available on <https://wallter.com/privacy-policy/>. Information on the use of cookies is provided on WLT’s Cookies Policy, a copy of it is available on <https://wallter.com/cookie-policy/>. Conclusion of these GT&Cs serves as a proof that the Privacy Policy and Cookies Policy were read by the Client.

#### XVII. LIABILITY

**111.** One Party shall be liable to another Party for losses caused due to non-fulfilment or improper fulfilment of its obligations under these GT&Cs. The guilty Party shall undertake to compensate the direct losses of the aggrieved Party.

**112.** WLT liability under these GT&Cs shall be limited as follows:

112.1. WLT shall be liable only for the direct losses made by WLT due to direct and substantial breach of these GT&Cs, and only for such losses which might reasonably be foreseen by WLT at the time of breach;

112.2. WLT compensation for losses caused due to breaches of these GT&Cs shall be limited to the amount of all Fees and charges paid to WLT by the Client over the last 12 (twelve) months;

112.3. However, limits on WLT liability shall not be applied where such limits are forbidden by applicable

**113.** WLT shall not be liable:

113.1. For consequences arising out of lawful termination of these GT&Cs, cancellation or restriction of Client's access to the Platform as well as reasonable restriction or termination of provision of Payment Services;

113.2. For failure to meet contractual obligations and losses, if obligations were not discharged or damages were made while WLT had been following the duties arising out of applicable laws;

113.3. In any case WLT shall not be liable for the loss of Client's profit and income, loss of Client's good repute, collapse or loss of business, indirect losses;

113.4. If for any reason the Platform and/or prepaid debit card is unavailable at any time or for any period;

113.5. With respect to any transactions initiated through the Platform and/or prepaid card by the Client which has been refused by a third party for any reason which are beyond WLT's control;

113.6. For consequences arising out of improper discharge of WLT's obligations regarding reasons caused by third parties which are beyond WLT's control;

113.7. For mistakes made by credit institutions, settlement systems or other third parties, untimely execution of Payment Orders, freezing of funds;

113.8. For any loss or damage if another account servicing payment service provider is responsible for such loss or damage, unless otherwise established under these GT&Cs.

**114.** WLT shall not be liable for any damage sustained to the Client as a consequence of untrue, incomplete, incorrect or misleading information, instructions or documents provided by the Client (or a person acting on behalf of it) to WLT in exercising its rights under these GT&Cs or failure to provide the required information, instructions or documents in time. The Client shall be fully responsible for the correctness, completeness and timeliness of any information, instructions or documents provided to WLT by the Client/persons acting on behalf of them.

**115.** If the Client breaches the obligations set out in Section 5 and/or fails to submit required/requested information, data and/or documents within a specified time interval, and/or if submits information, data and/or documents that are incomplete, inaccurate and/or falsified, the Client shall be liable to pay a penalty amounting up to 30% of the annual turnover of the respective E-money Account.

**116.** If the Client believes that any Payment Transfer has been executed incorrectly or was not authorized by the Client, they must inform WLT as soon as possible via the EMC. Failure to notify WLT immediately on becoming aware or within the 13 (thirteen) months of the date of the unauthorized or incorrectly executed Payment Transfer will result in Client losing their entitlement to have the matter corrected.

**117.** If any Payment Transfer has been executed incorrectly or was not authorized by the Client, and the Client has notified WLT in a timely manner within 13 (thirteen) months of the date of the unauthorized Payment Transfer, WLT shall refund to the Client the full amount debited without authorization.



**118.** The Party shall be exempted from the liability for non-performance of obligations under these GT&Cs if it can prove that non-performance of obligations under these GT&Cs is caused by *force majeure* circumstances which are proven according to the applicable laws. Each Party shall notify each other about *force majeure* circumstances in writing or through EMC within 10 (ten) Business Days after the occurrence of such circumstances.

**119.** The imposition of liability under the provisions of these GT&Cs shall not affect the right of the aggrieved Party to claim full compensation for damage in case of the gross negligence or willful misconduct.

## **XVIII. CONFIDENTIALITY**

**120.** Each Party undertakes that it shall not at any time, disclose to any person any Confidential Information concerning the business, affairs, customers or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by Clause 120 and 121.

**121.** Each Party may disclose the other Party's Confidential Information:

121.1. To its employees, officers, representatives, advisers or in case of WLT – to group members of WLT, who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these GT&Cs. Each Party shall ensure that its employees, officers, representatives, advisers or in case of WLT – to group members of WLT, to whom it discloses the other Party's Confidential Information comply with this Section; and

121.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**122.** No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these GT&Cs.

## **IX. WARRANTIES AND REPRESENTATIONS**

**123.** Client by concluding these GT&Cs hereby represents and warrants that:

123.1. The Client received and became acquainted with these GT&Cs and agrees to and accepts these GT&Cs;

123.2. The Client confirms that there are no surprise or dishonest provisions in these GT&Cs;

123.3. The Client confirms that information provided during the onboarding procedure is true, correct and reliable;

123.4. The Client confirms that provisions of these GT&Cs are clear and understandable to them and confirms that the terms of these GT&Cs correspond with the real will and intentions of the Client;

123.5. The Client undertakes to act in compliance with the applicable legal acts and international standards relating to the use of services provided by WLT;

123.6. The Client became acquainted with the Privacy Policy and Cookie Policy of WLT;

123.7. The Client is not prevented by any legal disability or subject to any law or regulation from performing their obligations under these GT&Cs, and any related transactions contemplated by them.

## **XX. TERMINATION OF A CONTRACTUAL RELATIONSHIP**

**124.** WLT shall have the right, in all instances, to discontinue the provision of Payment Services to a particular Client, where so required by legal acts.

**125.** WLT shall have the right to terminate these GT&Cs immediately, without any notification in advance, and unilaterally without applying to court where the following reasons exist:

125.1. By their unlawful acts, the Client has inflicted losses on WLT or has caused a real threat of such losses or damaged the reputation of WLT;

125.2. According to the information available to WLT, the Client is related or was related in the past with criminal organizations;

125.3. The Client is included in the list of persons who are suspected of local or international terrorism and/or terrorist financing;

125.4. The Client becomes insolvent and/or bankruptcy proceedings are initiated towards the Client;

125.5. The Client is subject to sanctions for any reasons or resides in such a country;

125.6. The Client was prosecuted or convicted for offences or misdemeanors;

125.7. According to the information available to WLT, the Client is related or was related in the past with activities prohibited by international or national legal acts (e.g., trafficking in people, trafficking in human organs, exploitation of children, smuggling, illicit trade in weapons, ammunition or explosives, illegal trade in narcotic or psychotropic substances, prostitution, management of brothels, etc.);

125.8. WLT when performing these GT&Cs and/or using the Payment Services provides to WLT with incorrect and/or incomplete information or does not provide, avoids or refuses providing any required information to WLT;

125.9. The Client fails to notify WLT about changes in the information mentioned and/or contained in other documents submitted to WLT;

125.10. The Client fails to notify WLT of the circumstances which have or are likely to have a negative impact on the proper fulfilment of the Client's obligations to WLT;

125.11. WLT has valid information that the Client is unreliable;

125.12. There is justified evidence which allows to assume that the Client is related with money laundering and/or terrorist financing;

125.13. In the opinion of WLT, the Client engaged in the field of activity with a high level of risk of money laundering and terrorist financing;

125.14. There are other facts not mentioned above that may also be considered by WLT as important, if they allow assuming that the continuation of contractual relationship with the Client would infringe the legitimate interests of WLT, its Client or the public.

**126.** WLT shall immediately notify the Client via e-mail to Client's E-mail Address about the termination of these GT&Cs under Clause 124.

**127.** If the Client did not log in or use the Platform in other way to perform Payment Transfers in the E-money Account for more than 120 (one hundred and twenty) calendar days, WLT shall deem the E-money Account is not in use (inactive). WLT has the right to terminate these GT&Cs and contractual relations with the Client and close the E-money Account subject to prior notice to the Client about the inactive E-money Account 30 (thirty)

days prior to termination, provided the E-money Account is not in use and there are no funds in the E-money Account.

**128.** If there are funds in the inactive E-money Account (either because the E-money Account has been suspended due to termination of these GT&Cs with the Client under Clause 124 or the E-money Account has not been used for more than 120 (one hundred and twenty) calendar days under Clause 126), those funds shall be transferred into the Rolling Reserve Account. WLT shall apply Fees for time period the funds are kept in the Rolling Reserve Account.

**129.** The Client has the right to claim the funds kept in the Rolling Reserve Account by notifying WLT and asking to release these funds. In the notification to WLT, the Client should specify account details to where these funds should be transferred. The account to which the funds are being transferred must belong to the Client (i.e. the funds cannot be transferred to a third party).

**130.** WLT may also terminate these GT&Cs without specifying any reasons and unilaterally without applying to court by notifying the Client about the termination via e-mail to Client's E-mail Address no later than 30 (thirty) calendar days in advance of its termination, excluding the cases when laws of the Republic of Lithuania establish otherwise.

**131.** The Client shall have the right to terminate these GT&Cs unilaterally, without applying to court, by notifying WLT of the termination no later than 30 (thirty) calendar days in advance of its termination to WLT's E-mail Address.

**132.** A contractual relationship between WLT and the Client may also be terminated in the following ways:

132.1. By mutual agreement between the Parties;

132.2. Upon expiration of the period for which these GT&Cs were concluded, if the GT&Cs were concluded for a definite period;

132.3. If WLT is dissolved without a legal successor;

132.4. Upon withdrawal of electronic money institution license issued to WLT;

132.5. Upon compliance with anti-money laundering/counter terrorist financing requirements, competent authorities' instructions or other legally justified reasons.

**133.** The E-money Account cannot be closed at the request of the Client if the E-money Account is suspended, or other restrictions apply to the E-money Account.

**134.** Upon termination of the contractual relationship, Parties are bound to settle any debts and transfer any amounts due before such termination becomes effective.

**135.** The termination of these GT&Cs, by any means by the Client, shall not affect any agreement nor any rights or obligations that have already arisen at the date of the termination.

**136.** Client have a right to request WLT to provide them, in Durable Medium and free of charge, their transaction history during the past 36 (thirty-six) months before the termination of these GT&Cs (or a shorter period if these GT&Cs were in force for less than 36 (thirty-six) months).

## **XXI. DISPUTE RESOLUTION AND APPLICABLE LAW**

**137.** Disputes between WLT and the Client shall be settled by way of negotiations.

**138.** The Client is entitled to submit complaints to WLT. Complaints may be submitted to WLT's E-mail Address.

**139.** WLT shall respond to the Client's complaint in writing or using another Durable Medium within 15 (fifteen) Business Days after the receipt of a complaint.

**140.** In exceptional cases, due to reasons which are beyond WLT's control, WLT is allowed to send to the Client a preliminary response by indicating reasons for delay and the term by which the Client will receive WLT's final response. In any case the term for provision of final response shall not exceed 35 (thirty-five) Business Days after the receipt of a complaint.

**141.** Handling of complaints is free of charge. Parties shall agree that complaints shall be submitted, handled and responded in an Acceptable Language, unless use of another language is agreed (which may as well be expressed by acceptance of claims submitted in languages other than an Acceptable Language).

**142.** WLT shall have internal procedures for handling complaints fairly and promptly in accordance with the applicable laws.

**143.** In case the Client is generally not contended with WLT or its services, where there is no claim or disagreement between the Parties, the Client may always approach the Bank of Lithuania by addressing a complaint to the Bank of Lithuania at Totorių str. 4, LT-01121 Vilnius, e-mail: [info@lb.lt](mailto:info@lb.lt), or to the Supervision Service of the Bank of Lithuania, Žalgirio str. 90, LT-09303 Vilnius, e-mail: [prieziura@lb.lt](mailto:prieziura@lb.lt).

**144.** Should the Client not be satisfied with WLT's final response, then the Client shall have the right in any event to apply to the courts unless otherwise agreed between the Parties.

**145.** These GT&Cs and any disputes or claims arising out of or in connection with these GT&Cs or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

**146.** The Client shall irrevocably agree that the courts of the Republic of Lithuania have exclusive jurisdiction to settle any dispute or claim or other matter that arises out of or in connection with these GT&Cs or their subject matter or formation (including non-contractual disputes or claims). Where the address (domicile) of the Client, is outside the Republic of Lithuania, the disputes shall be adjudicated in accordance with the procedure established by laws of the Republic of Lithuania before a competent court of Vilnius City according to domicile of WLT.

## XXII. FINAL PROVISIONS

**147.** WLT shall have a right to transfer its rights and obligations under these GT&Cs to another person without Client's consent. WLT shall always notify the Client in writing or through EMC if this happens.

**148.** The Client may only transfer its rights or its obligations under these GT&Cs to another person if WLT agrees to this in writing or through e-mail.

**149.** If any of the provisions of these GT&Cs are or may become invalid, ineffective, and/or unenforceable, this shall not affect the validity, effectiveness, and/or enforceability of other provisions of these GT&Cs.