



Terms and Conditions

Effective January 20th, 2025



Terms and Conditions

Effective date January 20th, 2025

Welcome to KViTKA by Global Ukraine.

These Terms and Conditions ("**Terms**") apply to Your access to and use of the mobile application KViTKA by Global Ukraine ("**Application**") provided by Global Business Hub France Ltd, registration code 888 935 202, whose registered head office is at 8 Graham Bell Street, 57070 Metz, France ("**GBHF**", "**We**", "**Us**", and "**Our**").

These general Terms set out the terms and conditions for Your KViTKA by Global Ukraine personal financial account (Your own individual account) and its related financial services (Crypto Wallets, Accounts, Cards, Exchanges, Transfers, Deposits, Withdrawals, Payments, etc.). These Terms, along with the Fees, Privacy Policy and any other terms and conditions that apply to our Services, form a legal agreement ("**Agreement**") between You, the account holder; and us.

Please read these Terms carefully before using the Services operated by GBHF and its regulated partners, [Striga Technology](#) and [Wallester](#).

Our website is <https://kvitka.gbhs.fr/en/kvitka-by-global-ukraine>.

Our contact details are office@global-ukraine.org.

I. KViTKA WALLET, ACCOUNT AND CARDS

You can access the Application through Our website or via the Apple Store / Google Play marketplace.

Through the Application, You can access the following services ("**Services**"):

- Use of the Application.
- Virtual Asset Services – provisioning a virtual asset wallet/account and providing virtual asset exchange and transfer services.
- Virtual IBAN issuing – for fiat currency deposits and withdrawals.
- Payment card-related services, including payment card issuing and transactions.

Your use of the Application and Services is governed by these Terms, that apply to the entire business relationship between the customer and GBHF in its capacity as the operator of <https://kvitka.gbhs.fr/en/kvitka-by-global-ukraine> website and KViTKA's Application (the "KViTKA's App").

The sole parties to these Terms and Conditions are the customer and GBHF.

Services are provided in cooperation with Our third-party provider(s). Your use of the Services is hence additionally subject to the terms of our third-party provider(s) which You must accept before using the Services.

Virtual Asset services are provided, and Virtual IBAN issuing and transacting is made available by Striga Technology OÜ (registry code: 16298772), address: Sepapaja 6, Tallinn, Estonia, in accordance with its terms and conditions.

Payment Card Services: The payment card is issued, and related payment services are provided by Wallester AS (registry code: 11812881), address F.R. Kreutzwaldi 4, 10120 Tallinn, Estonia, in accordance with its terms and conditions.



GBHF is the sole and exclusive responsible party for the operation and the contents of the KViTKA by Global Ukraine App.

If You disagree with any part of the Terms, then You do not have permission to access the Service.

This agreement is indefinite. It means that it is valid until You or we end it.

The opening of the account is only possible if You can present an address (permanent or temporary) in Europe.

II. ACCOUNT CREATION

If You wish to use the Services, You must create an account in the Application. Your account must be linked to a valid e-mail address, and You must create a password that You will be using to log in to Your account. Requirements of Our third-party service provider(s) apply for account creation and access to Services.

Your password security to access the Application is under Your responsibility. On Our side the passwords are converted into secure representations using hashing algorithms (we don't store user's passwords in plain text). This ensures that the original passwords cannot be accessed directly.

Users are responsible for maintaining the confidentiality of their login credentials and must immediately report any suspected unauthorized access. We recommend the following best practices:

- Using strong passwords and changing them regularly.
- Avoiding the sharing of account details.
- Reporting suspicious activities promptly to our support team.

III. FEES

Information on prices and costs are specified on the website: <https://kvitka.gbhs.fr/en/kvitka-by-global-ukraine>. The list of fees we charge for the Services is available on our website. We collect these fees through our third-party provider Striga Technology OÜ. We guarantee that we instruct Striga Technology OÜ to debit the fees payable by You from Your account in accordance with the pricing applicable to You. We assume sole liability for compensating charged fees to which You have not consented.

IV. FREE TRANSFERS BETWEEN ALL KViTKA ACCOUNTS

You can send money to / receive money from all other KViTKA by Global Ukraine individual accounts. All these transfers are received immediately and are free.

V. SYSTEM SECURITY AND DOWNTIMES

We are committed to ensuring the highest level of security for Our Application and customer data. Our system is protected by advanced security measures, including but not limited to:

- End-to-end encryption to safeguard data transmissions.
- Multi-factor authentication (MFA) for secure user access.
- Regular security audits and penetration testing to identify and mitigate potential vulnerabilities.
- Compliance with industry-standard security frameworks.
- Real-time threat monitoring and automated alerts to detect and respond to suspicious activities.
- Secure storage solutions with robust encryption protocols to protect sensitive information.

To ensure optimal performance and security, we conduct periodic maintenance and upgrades. Scheduled maintenance activities will be communicated in advance via email and notifications within the Application. Maintenance periods may result in temporary service unavailability, during which users may experience limited or



no access to the system. We strive to minimize disruptions by performing maintenance during off-peak hours.

In the event of unexpected technical issues or system failures, we will make every effort to restore service as quickly as possible. Our technical support team is available 24/7 to address critical incidents. Users will be informed promptly via our official communication channels regarding the status of the issue and estimated resolution time.

For any security concerns or questions regarding system downtimes, users can contact our support team via the Application or by mail : hello@global-ukraine.org .

VI. DATA PROCESSING

We process Your personal data in accordance with our Privacy Policy, available on Our website.

To the extent we process Your data upon the instructions of Striga Technology OÜ, we act as a data processor, but upon processing any additional personal data and/or for additional purposes, we act as a data controller.

To provide services under the agreement we need to collect information about You. By entering into the agreement, You are giving us permission to gather and store Your personal information for the purpose of providing our services to You. This doesn't affect any rights and obligations You or we have under data protection law. You can withdraw Your permission by closing Your account, which will end the agreement between You and us. If You do this, we'll stop using Your information for the purpose of providing our services, but we may need to keep Your information for other legal reasons

VII. CUSTOMER SUPPORT

We are committed to providing exceptional customer support to ensure a seamless experience for our clients. Below are the details of our customer support services, including contact methods and response timelines.

How to Reach Us

Customers can contact our support team through the following channels:

Email: hello@global-ukraine.org (Response within 24-48 business hours)

Live Chat: Available via the Application (Response within minutes during business hours)

Support Availability

Our customer support team is available during the following hours:

Monday – Friday: 9:00 AM – 6:00 PM CET

Saturday – Sunday: Limited support available via email only.

Public Holidays: Responses may take longer than usual.

Response Time Commitment

We strive to address customer inquiries within the following timeframes:

- General Inquiries: 24-48 business hours
- Technical Support: 48-72 business hours depending on complexity
- Billing & Payments: 3-5 business days for resolution
- Complaints & Claims: Acknowledgment within 2 business days and resolution within 7-10 business days

Complaint Handling Procedure

If You have a complaint, please follow these steps:

Submit Your Complaint: Email us at hello@global-ukraine.org with Your issue details and supporting documents.



Acknowledgment: We will acknowledge receipt of Your complaint within 2 business days.

Investigation: Our team will conduct an investigation and provide updates.

Resolution: We aim to resolve complaints within 7-10 business days.

Escalation Process

If You are not satisfied with the resolution provided, You can escalate Your issue to our Customer Experience Manager at office@global-ukraine.org.

Feedback and Improvement

We value Your feedback and constantly strive to improve our services. Share Your suggestions at hello@global-ukraine.org.

VIII. ACCOUNT SUSPENSION OR CLOSURE

We may close or suspend Your account immediately, in some exceptional circumstances, include the following: if we have good reason to suspect that You are behaving fraudulently or otherwise criminally; if You haven't given us (or someone acting on our behalf) any requested information we need, or we have good reason to believe that information You have provided is incorrect or not true; if You've broken these Terms and conditions in a serious or persistent way and You haven't put the matter right within a reasonable time of us asking You to; if we have information that Your use of the Application is harmful to us or our software, systems or hardware; if we have good reason to believe that You continuing to use Your account could damage our reputation or goodwill; if we have asked You to repay money You owe us and You have not done so within a reasonable period of time; if You've been declared bankrupt; or if we have to do so under any law, regulation, court order or ombudsman's instructions.

We may also decide to close or suspend Your account for other reasons.

We would contact You through the Application or by mail at least sixty (60) days before we do this. Closing Your account and ending the agreement may also end any other agreements You have with us or through us. You can get more information through the Application or by contacting us.

IX. THE INTELLECTUAL PROPERTY

All the intellectual property in Our products (for example, the content in Our Application and on our website, our logo and card designs) are owned by Global Ukraine Foundation (with registered office at 34, Avenue des Champs Elysées, 75008 Paris, France). You must not use this intellectual property as Your own, except to enjoy our products. You also must not reverse-engineer any of our products (that is, reproduce them after a detailed examination of their construction or composition).

X. ACCEPTING THESE TERMS AND CONDITIONS

By accepting these terms and conditions You confirm that: You have read and understood these Terms and conditions; You have read, understood and accepted our Privacy Policy; and You have provided correct and accurate contact information (including an email address that You check regularly) during the onboarding process.



STRIGA PLATFORM TERMS OF SERVICE FOR CO-BRAND PARTNERS' END USERS

Last updated: 8 May 2023

GENERAL PROVISIONS AND RISK NOTICE

- (A) The following are Striga's Terms of Service for Co-Brand Partners' End Users ("**Terms**").
- (B) When we speak of "**Striga**", "**we**", "**us**", and "**our**", we mean Striga Technology OÜ, a company registered in the Republic of Estonia (Member State of the European Union), registry code: 16298772, address: Sepapaja 6, Lasnamäe linnaosa, 11415 Tallinn. We are developing and maintaining a software platform ("**Platform**"), and we cooperate with our "**Co-Brand Partners**" to enable the Co-Brand Partners' "**End Users**" to access "**Services**" and "**Third-Party Services**" through the Platform. We hold a virtual asset service provider license from the Financial Intelligence Unit of the Republic of Estonia (license number FVT000546) for providing services related to "**Virtual Assets**".
- (C) When we speak of "**End User**", "**you**", and "**your**", we mean the customer of a respective Co-Brand Partner through whom the customer accesses the Platform, Services, and Third-Party Services.
- (D) Your use of the Platform, Services, and Third-Party Services is subject to agreeing and complying with these Terms. These Terms shall constitute a binding legal agreement ("**Agreement**") between you and us. Your use of the Platform, Services, and Third-party Services is additionally subject to the applicable "**Restrictions and Limitations**".
- (E) In addition to these Terms, your use of the Platform, Services, and Third-Party Services is subject to the relevant Co-Brand Partner's terms, conditions, and other policies ("**Co-Brand Partner Terms**") as per our arrangements with the Co-Brand Partner through whom you access the Platform, Services, and Third-Party Services, and any additionally applicable terms. Please refer to the respective Co-Brand Partner Terms for further information on the exact scope and nature of the Services and Third-Party Services made available to you and for more details on respective rights and obligations. Striga assumes no liability towards you arising from any legal relationships you have with an individual Co-Brand Partner or from any Co-Brand Partner Terms conflicting with these Terms.
- (F) The use of specific Third-Party Services made available through the Platform is also subject to the terms, conditions, and policies of a respective "**Third-Party Service Provider**". Striga assumes no liability towards you arising from any legal relationships you have with a Third-Party Service Provider. You will be required to consent to the applicable Third-Party Service Provider's terms, conditions, and policies ("**Third-Party Terms**") when you wish to use such services.
- (G) Our Co-Brand Partners and Third-Party Service Providers are not authorized to enter into transactions on our behalf that would give rise to our liabilities toward you. The legal agreement between you and us and our obligations toward you are exclusively set out in these Terms.
- (H) Striga's personal data processing practices are described in Striga's "**Privacy Policy**". Your use of the Platform, Services, and Third-Party Services is subject to agreeing to our Privacy Policy. Please refer to the Privacy Policy on Striga's website www.striga.com.

(I) **RISK NOTICE:**

BEFORE APPLYING TO BECOME OUR CUSTOMER AND USING THE SERVICES, PLEASE CAREFULLY CONSIDER AND ENSURE THAT HOLDING AND TRANSACTING WITH VIRTUAL ASSETS ALIGNS WITH YOUR RELEVANT

Striga Technology OÜ
registry code: 16298772

Virtual Asset Service Provider
License Number: FVT000546

Sepapaja 6, Tallinn
Estonia

www.striga.com

EXPERIENCE, FINANCIAL SITUATION, AND RISK APPETITE. TO DATE, VIRTUAL ASSETS ARE DEEMED A VERY HIGH-RISK AND VOLATILE ASSET CLASS, MEANING THEIR VALUE CAN CHANGE SIGNIFICANTLY OVER A VERY SHORT PERIOD. CERTAIN VIRTUAL ASSETS MAY ALSO HAVE LOW LIQUIDITY, MEANING THAT IN CERTAIN INSTANCES, THEY EITHER CANNOT BE TRADED AGAINST FIAT CURRENCIES OR CAN BE TRADED ONLY UNDER UNFAVORABLE COMMERCIAL CONDITIONS. THEREFORE, BEFORE PURCHASING AND TRANSACTING WITH VIRTUAL ASSETS, YOU SHOULD ALWAYS DO YOUR DUE DILIGENCE AND CONSIDER SEEKING PROFESSIONAL ADVICE. IN ADDITION, VIRTUAL ASSET DEPOSITS OR FIAT CURRENCY DEPOSITS MADE INTO THE PLATFORM ARE NOT SUBJECT TO GOVERNMENT SECURITY OR COMPENSATION SCHEMES. FURTHER, THE OVERALL LEGAL FRAMEWORK SURROUNDING VIRTUAL ASSETS DIFFERS BY JURISDICTION, AND IT MAY CHANGE IN THE FUTURE, WHICH MAY RESULT IN UNEXPECTED RESTRICTIONS OR LIMITATIONS WITH REGARD TO THE USE OF SERVICES.

PLEASE NOTE THAT STRIGA DOES NOT CONTROL THE UNDERLYING SOFTWARE PROTOCOL WHICH GOVERNS THE OPERATION OF VIRTUAL ASSETS AND CANNOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED NOR THE FUNCTIONALITY, SECURITY, OR AVAILABILITY OF THE UNDERLYING PROTOCOLS. THEREFORE, STRIGA ASSUMES NO LIABILITY FOR THE OPERATION OF UNDERLYING PROTOCOLS. YOU ACKNOWLEDGE AND ACCEPT THE RISK THAT UNDERLYING SOFTWARE PROTOCOLS RELATING TO ANY VIRTUAL ASSETS YOU HOLD IN YOUR ACCOUNT MAY CHANGE.

WHERE A CO-BRAND PARTNER'S APPLICATION PROVIDES A METHOD OF INTERACTING WITH DECENTRALIZED APPLICATIONS ("dAPPS"), AND YOU DECIDE TO INTERACT WITH dAPPS, YOU ALSO ACKNOWLEDGE THAT dAPPS ARE ASSOCIATED WITH MANY ADDITIONAL RISKS SPECIFIC TO THEM, SUCH AS LACK OF TRANSPARENCY, LACK OF ADEQUATE INTERNAL CONTROL, PSEUDONYMITY AND THE RESULTING VULNERABILITY TO MANIPULATION, VULNERABILITY TO HACKS, ETC., WHICH, WHEN CRYSTALLIZED, MAY EVENTUALLY LEAD TO THE LOSS OF YOUR FUNDS TRANSFERRED INTO THE dAPPS. YOU ACKNOWLEDGE THAT THE dAPPS ARE NOT PROVIDED BY US, AND WE CAN'T HEDGE THE RISKS RELATED TO THE dAPPS. CONSEQUENTLY, OUR SOLE RESPONSIBILITY CONCERNING THE INTERACTION WITH THE dAPPS IS TO EXECUTE VIRTUAL ASSET TRANSFERS INITIATED AND CONFIRMED BY YOU AND MAKE AVAILABLE YOUR FUNDS THAT HAVE BEEN TRANSFERRED FROM THE dAPPS AND SUCCESSFULLY REACHED OUR ECOSYSTEM. HOWEVER, WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND AS TO THE CONSEQUENCES OF YOU TRANSFERRING VIRTUAL ASSETS TO THE dAPPS OR THE OPERATION OF THE dAPPS. WE SHALL NOT ASSUME ANY LIABILITY FOR THE SECURITY, FUNCTIONALITY, OR ACCURACY OF REPRESENTATIONS ABOUT THE dAPPS. ALSO, WE SHALL NOT REPRESENT, WARRANT, OR GUARANTEE THE RETURN OF ANY PRINCIPAL AMOUNT OF VIRTUAL ASSETS TRANSFERRED TO THE dAPPS, OR ANY PROCEEDS, RETURNS, OR REWARDS OFFERED OR ADVERTISED BY THIRD PARTIES IN CONNECTION WITH THE dAPPS. YOU SHALL USE THE dAPPS FOR YOUR OWN PURPOSES AND AT YOUR OWN RISK. ENABLING TRANSACTIONS WITH THE dAPPS SHALL NOT BE CONSTRUED AS OUR ADVICE TO TRANSACT WITH THE dAPPS.

STRIGA ASSUMES NO LIABILITY ARISING FROM THE TYPICAL RISKS RELATED TO THE SERVICES AS DESCRIBED ABOVE.

The Terms are the following:

1. DEFINITIONS

The following definitions apply to these Terms:

- **Agreement:** the legal relationship between you and us as laid down in these Terms and amended from time to time.
- **End User:** the customer of a respective Co-Brand Partner through whom the customer accesses the Platform, Services, and Third-Party Services.
- **Mandatory Policies:** our business policies and codes, as amended and updated from time to time.
- **Co-Brand Partner Terms:** terms, conditions, and policies of a relevant Co-Brand Partner through whom you access the Platform, Services, and Third-Party Services.
- **Co-Brand Partner:** an entity that cooperates with us to enable you to access the Services and Third-Party Services through the Platform.
- **dAPP:** decentralized application.

- **Payment Card:** a payment card issued to you by an authorized Third-Party Service Provider, enabling payment transactions in fiat money than can be funded with Virtual Assets stored in your Wallet.
- **Platform:** the proprietary platform created by us incorporating the Software enabling delivery of the Services and access to Third-Party Services.
- **Privacy Policy:** a document describing our practices for processing the personal data of data subjects, as amended and updated from time to time and made available through the Striga Website.
- **Restrictions and Limitations:** restrictions and limitations that apply to the Services provided or Third-Party Services made available to the End Users, as amended and updated from time to time. Restrictions and Limitations information are found on the Striga Website.
- **Services:** services provided to you by us under these Terms and as further detailed in the Co-Brand Partner Terms with any applicable limitations and restrictions.
- **Software:** our proprietary software in machine-readable object code form, including any error corrections, updates, upgrades, modifications, and enhancements to it.
- **Striga Website:** Our website at the address <https://www.striga.com>, or at another address as communicated from time to time.
- **Striga:** Striga Technology OÜ, a company incorporated and registered under the laws of the Republic of Estonia, registry code: 16298772, address: Sepapaja 6, 11415 Tallinn, Republic of Estonia.
- **Terms:** these Terms of Service for Co-Brand Partners' End Users as amended and updated from time to time and made available through the Striga Website.
- **Third-Party Service Providers:** authorized or regulated financial institutions, providers of processing, identity verification, anti-money laundering services, and such other third parties as we may partner with from time to time.
- **Third-Party Services:** services made available by Third-Party Service Providers.
- **Third-Party Terms:** terms, conditions, and policies of Third-Party Service Providers.
- **VIBAN Account:** a virtual account opened for you by Striga that is linked to Striga's payment account opened by an authorized Third-Party Service Provider, enabling certain transactions with fiat currency as further detailed in the Terms.
- **Virtual Asset:** a value represented in the digital form, which is digitally transferable, preservable, or tradable and which natural persons or legal persons accept as a payment instrument but that is not the legal tender of any country or funds for the purposes of Article 4(25) of Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC, and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, pp 35–127) or a payment transaction for the purposes of points (k) and (l) of Article 3 of the same Directive.
- **Virtual Asset Services:** any or all of the following:
 - **Virtual Asset Wallet Service:** a Service in the framework of which we host a Virtual Asset Wallet or account that is managed with encrypted keys and enables the holding, storage, and transfer of Virtual Assets.
 - **Virtual Asset Transfer Service:** a Service that allows a transaction to be conducted electronically at least in part through us in your name with the aim of moving the Virtual Asset to the recipient's Virtual Asset Wallet or account.
 - **Virtual Asset Exchange Service:** a Service with the help of which you exchange a Virtual Asset against a fiat currency or a fiat currency against a Virtual Asset, or a Virtual Asset against another Virtual Asset.
- **Wallet:** a Virtual Asset account that allows the holding, storing, and transfer of Virtual Assets and is managed with encrypted keys.

2. SERVICES AND THIRD-PARTY SERVICES

- 2.1. Subject to the Restrictions and Limitations and subject to availability as per our arrangements with the Co-Brand Partner and the Co-Brand Partner Terms, we may provide you with access to our Platform (through the application developed, maintained, and/or made available to you by the respective Co-Brand Partner) to use some or all the following Services:
 - 2.1.1. Virtual Asset Wallet Service;
 - 2.1.2. Virtual Asset Transfer Service;
 - 2.1.3. Virtual Asset Exchange Service.
- 2.2. We provide Virtual Asset Services only for a limited list of supported Virtual Assets as per our arrangements with the relevant Co-Brand Partner. Subject to any legal, regulatory, technical, or reputational considerations, we may change the list of supported Virtual Assets, and you agree that we are not required to obtain separate consent from you to change the list of supported Virtual Assets. The Co-Brand Partner through whom you access the Services, the Platform, and the Third-Party Services may provide or enable support for additional Virtual Assets if the Co-Brand Partner is authorized to do so under applicable law; however, we are not bound by our Co-Brand Partners' product offering and do not assume any liability to that effect.
- 2.3. Subject to availability as per our arrangements with the Co-Brand Partner, the Co-Brand Partner Terms, the Third-Party Terms, and the Restrictions and Limitations, we may enable you to access the following Third-Party Services:
 - 2.3.1. VIBAN Account;
 - 2.3.2. Payment Card.
- 2.4. By using the Third-Party Services, you acknowledge that Third-Party Services are provided or made available by Third-Party Service Providers, and the Third-Party Terms may apply to such services. You are required to read, acknowledge, accept, and comply with the Third-Party Terms, failure to do so may result in suspension or termination of providing the Services and Third-Party Services to you.
- 2.5. We may, where we consider it to be reasonable or desirable, appoint or instruct other third parties to perform administrative or ancillary services for the purposes of the provision of the Virtual Asset Services. We shall not be liable for the default or the acts or omissions of any such third party but will exercise due skill and care in selecting any such third party.

3. ELIGIBILITY AND LIMITATIONS

- 3.1. We provide Services to End Users who meet the conditions of eligible customers as laid down in the Restrictions and Limitations. We don't provide Services to natural persons who do not meet the requirements of eligible customers as laid down in the Restrictions and Limitations and/or to whom the provision or making available of Services is inconsistent with the Restrictions and Limitations. We reserve the right not to provide Services to customers other than those provided in the Restrictions and Limitations and/or where the provision of Services to you is not consistent with our risk appetite.
- 3.2. These Terms are not addressed to or intended for citizens or residents of the United States of America, persons located in the United States of America, or other US Persons (including US tax residents, people who stay in the United States of America for a period of time for academic or job/business related purposes, etc.). Under these Terms, we don't provide Services to US Persons. You declare and warrant to us that you are not a US Person. Should you be identified as or become a US Person during the term of the Agreement, we have the right to terminate the Agreement immediately, and we shall not be held liable for any damage caused to you in connection with the termination of the Agreement. You are obliged to immediately notify us of any circumstances that may qualify you as a US Person.

- 3.3. Under these Terms, we don't provide Services to legal persons, trusts, and other legal arrangements.
- 3.4. To be eligible for the Services, you need to be at least 18 years old or older and have the full legal capacity to lawfully enter into and form contracts to be eligible for the Services.
- 3.5. We don't provide Services to sanctioned persons.
- 3.6. Before using the Services, you must carefully consider whether trading or holding Virtual Assets is suitable for you in light of your financial situation and the typical risks associated with the Services we provide (as referred to in the Risk Notice section above). You acknowledge that trading or holding Virtual Assets and using the Services entails a substantial risk of loss.

4. ONBOARDING AND REGULATORY COMPLIANCE

- 4.1. To access the Platform and the Services, we are required to enter into a business relationship with you and identify you in accordance with applicable legislation and our Mandatory Policies. We don't provide Services anonymously or without entering into a business relationship with you.
- 4.2. As part of our identification and verification procedures, we may require you to provide us with relevant information and documentation at our sole discretion. You agree that if you do not provide us with the required information and/or documentation, we can refuse to provide Services to you. We may engage Third-Party Service Providers for identification and verification procedures in accordance with Third-Party Terms.
- 4.3. You confirm and warrant that all information you provide, including during the identification and verification procedure, is accurate and complete. The personal details you present us during the identification and verification procedure must be yours (including the phone number and email address). You must never present a third party's identity or personal details as yours. You confirm and warrant that the documents you provide us are authentic and contain accurate information. You acknowledge that providing false information or non-authentic documentation may result in your civil and/or criminal liability.
- 4.4. You are entitled to use the Services on the condition that you have agreed to these Terms, you have successfully passed our identification and verification procedures, and we have decided to enter into an Agreement with you.
- 4.5. We are legally not required to enter into an Agreement with you. We may decide not to provide Services to you at our sole discretion without being required to give reasoning.
- 4.6. We presume you intend to enter into a termless business relationship with us. You are required to notify us before applying to enter into a business relationship with us if you want to use the Services for a limited time or one or some specific transaction(s).
- 4.7. As a licensed virtual asset service provider, we are involved in the fight against money laundering and terrorist financing, as well as the application of international sanctions. In doing so, we are guided by the applicable legislation, guidance, international standards, and requirements of regulatory bodies, courts, and other competent authorities. To prevent money laundering and terrorist financing and to comply with international sanctions, we are entitled, without limitation, to:
 - 4.7.1. process your personal data in accordance with these Terms, our Privacy Policy, and relevant legislation;
 - 4.7.2. monitor your transactions and other activity on the Platform;
 - 4.7.3. request information and documents from you, as appropriate, concerning your use of the Services, including to regularly check and update data;

- 4.7.4. establish a temporary or permanent restriction on the use of the Services or suspend all or some transactions or operations;
 - 4.7.5. in the cases provided for in our Mandatory Policies and/or the applicable legislation, freeze the funds held on an account maintained by us;
 - 4.7.6. terminate the Agreement;
 - 4.7.7. take other measures as permitted or required by applicable law.
- 4.8. During the entire business relationship, you are required to cooperate with us and provide us with the information or documentation we may need from you to comply with our regulatory obligations. Such information and documentation may include, without limitation, information about the purpose of or counterparties to the transactions made by using your Virtual Asset Wallet, Virtual Asset account, Payment Card, or VIBAN Account, documentation proving the source of funds used in a transaction(s) or source of wealth, etc. You acknowledge that failure to comply with the above may result in the suspension of the Services and/or termination of the Agreement.
- 4.9. Unless otherwise contained in the legal acts which cannot be derogated by agreement for our benefit, we are not liable for any damage or loss caused by the application of our measures of prevention of money laundering and terrorist financing and implementation of international sanctions, including but not limited to those set out in clauses 4.7 – 4.8 of these Terms.

5. YOUR OBLIGATIONS AND LIABILITY

- 5.1. You must use the Services in strict compliance with these Terms. Additionally, you undertake to identify and follow the requirements of the laws applicable to you and/or in the jurisdiction from which you access the Services. You may not use the Services if it is not allowed with laws applicable to you and/or in the jurisdiction from which you access the Services. The Services are not targeted to any persons with respect to whom providing or using such Services may be contrary to domestic legislation.
- 5.2. You may not disguise or attempt to disguise your location through IP proxying or other methods.
- 5.3. You confirm and warrant that you pay all applicable taxes for any transactions completed on the Platform in accordance with applicable law. You agree and accept that we are not required to advise you in relation to the taxation of your transactions.
- 5.4. You may use the Services only on your behalf and for your benefit. All Virtual Assets and fiat currency transferred into or stored in your Virtual Asset Wallet or account must belong to you.
- 5.5. You undertake to ensure that all Virtual Assets and fiat currency transferred into or stored in your Virtual Asset Wallet or account are free of pledges, encumbrances, or other third-party rights. Without our prior written consent, you may not pledge or otherwise encumber or grant third-party rights to your funds in the Virtual Asset Wallet or account. You agree that we are under no obligation to provide such consent.
- 5.6. You are responsible for maintaining all information submitted to us up to date, and you must notify us of any changes in your personal data and your intended use of the Services.
- 5.7. You authorize us to rely on and act upon any instruction from you or given through your account or from your email address. All instructions provided via your account or your email address will be treated as having been provided by you, and you bear the responsibility arising from these instructions.
- 5.8. You retain full responsibility for your use of the Services, and you are fully responsible for any mistakes, errors, or defects which may have been made by you in the course of accessing and using the Services.

- 5.9. You are responsible for always keeping your credentials secret and safe, and you must make every reasonable effort not to allow third parties to access the Services with your credentials. If a third party accesses the Services with your credentials in the circumstances beyond our reasonable control, you are solely liable for any potential losses or damages. You also agree that the loss of your credentials may, in some circumstances, result in total or partial loss of your Virtual Assets.
- 5.10. You are responsible for ensuring that you enter or provide us with the correct transaction details, as transactions, especially on the blockchain, may be irreversible. You agree and accept that you are fully responsible for any mistakes, errors, or defects which may arise during any transaction made by you that leads to a partial or complete loss of your Virtual Assets and/or fiat currency.
- 5.11. You bear sole responsibility for any risks associated with each counterparty that you have chosen to transact with, including in the case of interacting with dAPPs.
- 5.12. You may not interfere with or attempt to interfere with the normal operations, trading order, and/or activities of the Platform and introduce a software virus or other disruptive program or do any act which would cause the Platform to become unavailable for use by others.
- 5.13. You must refrain from any actions that may cause monetary or reputational damage to us and our Co-Brand Partners and Third-Party Service Providers. You shall indemnify us and each of our directors, officers, employees, Co-Brand Partners, Third-Party Service Providers, and other third parties against any losses or damages which may be suffered or incurred by us and/or any of them directly or indirectly in connection with or as a result of any Services performed or action taken under the Agreement unless caused by the gross negligence, willful default or fraud of the person claiming the indemnity under this clause 5.13. We may deduct our claims against you from your Virtual Asset and/or fiat currency balance.
- 5.14. If and when you use Third-Party Services, you must use them in strict compliance with the Third-Party Terms.

6. OUR OBLIGATIONS AND LIABILITY

- 6.1. Subject to the conditions and limitations arising from these Terms, we will provide you with Virtual Asset Services, make available Third-Party Services, and comply with our obligations under the Terms and applicable law to the level of skill and care as would reasonably be expected of a professional provider of such services.
- 6.2. We exercise reasonable care and endeavor to protect the Platform and ensure its secure and stable operation. However, we do not warrant that the Platform and the Services will be continuous, uninterrupted, timely, or free from errors, viruses, or other malware. We may perform scheduled and non-scheduled maintenance of our systems and update and improve them without giving notice to you. During maintenance, the Services may be temporarily unavailable. We assume no liability for any damage that may result from downtimes or transmission of malware via the Platform. We also assume no liability for technical and security issues in using the Platform and Services handled or caused by the Co-Brand Partner through whom you access the service or by Third-Party Service Providers.
- 6.3. We will only be liable to you for direct damage caused by our direct breach of these Terms. We assume no liability for any loss of profits (including any anticipated trading profits), loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect, or consequential loss costs, damages, charges or expenses however arising under the Agreement.
- 6.4. To the maximum extent permitted by applicable law, in no event shall our aggregate liability, whether in contract, warranty, tort (including negligence), product liability, or another legal

basis, arising out of or relating to the use of, or inability to use, the Services or to these Terms exceed (1) the average daily amount of your assets under our management (i.e., Virtual Assets or fiat currency you have stored and hold on the Platform) during the 12 months immediately preceding the date of any claim giving rise to such liability; or (2) the amount equaling to the total monthly outbound transactions limit set out in the Restrictions and Limitations, whichever is lower.

- 6.5. Subject to applicable law, we shall not be liable for any losses or damages suffered or incurred by you in connection with:
- 6.5.1. the default or insolvency or the acts or omissions of any counterparty, Co-Brand Partner, Third-Party Service Provider, or another person with or through whom transactions by you or on your behalf are conducted;
 - 6.5.2. any Service performed or action taken in connection with the Terms and/or the applicable law unless caused by our gross negligence, willful default, or fraud;
 - 6.5.3. us acting upon any instruction, notice, request, consent, or confirmation received by us and reasonably believed by us to be genuine and given by you;
 - 6.5.4. defects in the title of, or the validity of genuineness of, any Virtual Assets or fiat currency received by us or delivered by us or for any Virtual Assets or fiat currency not being freely transferable or deliverable without encumbrance in any relevant market;
 - 6.5.5. changes in the markets relating to Virtual Assets, including changes in the pricing, value, or regulation of Virtual Assets;
 - 6.5.6. delays in the completion of any transactions related to Virtual Assets or the failure to deliver or transfer any Virtual Assets or fiat currency where such occurrence is for reasons beyond our reasonable control;
 - 6.5.7. the crystallization of any risk arising from any typical risks associated with Virtual Assets and the Services referred to in the 'Risk Notice' section of these Terms.
 - 6.5.8. any decision we take not to accept delivery or the transfer of any Virtual Assets or fiat currency where we believe that the acceptance thereof would or may expose us to any liability or where we consider that acceptance or transfer of Virtual Assets or fiat currency may involve a breach of or result in non-compliance with the law or our Mandatory Policies;
 - 6.5.9. any decision taken by you in relation to your use of the Services;
 - 6.5.10. any fraudulent activity (other than our own fraud), computer misuse, computer hacking, theft, or other dishonest appropriation of any Virtual Assets or fiat currency;
 - 6.5.11. any failure of or malfunction or defect in any hardware, software, or firmware used in connection with the arrangement for the security or holding of Virtual Assets, including any caused by viruses or other malware or from release updates;
 - 6.5.12. the services or the failure of the services provided by networks underpinning or supporting Virtual Assets and underlying software related to Virtual Assets, including any failure or default in the functionality, security, availability, verification, confirmation, or completion of transactions submitted to such networks;
 - 6.5.13. our inability to cancel or reverse a transaction;
 - 6.5.14. the occurrence of hard forks, forked networks, migration of any Virtual Asset from one protocol, etc.,
 - 6.5.15. as a consequence of any delay, partial or non-performance of our obligations under the Terms caused by reasons beyond our reasonable control or an event of force majeure, including fires, strikes, floods, power outages or failures, acts of God or the state's enemies, pandemics or epidemics, acts of any government, a breakdown or failure of any electronic communications or computer-based system or network, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of applicable law notwithstanding that you may have notified us of the same.

- 6.6. We do not provide asset management, investment, or any other advice or recommendations on any individual transaction or group of transactions or the overall composition of your Virtual Assets portfolio. We are not required to ensure that any particular transaction, or group of transactions, is suitable for you.
- 6.7. To the maximum extent permitted by any applicable law, we make no warranties of any kind, whether express or implied, in relation to the Services on the Platform, including but not limited to implied warranties of satisfactory quality, functionality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, title, condition or completeness, merchantability, or any implied warranty arising from a course of dealing or usage or trade.
- 6.8. Nothing in this Agreement excludes our liability for:
- 6.8.1. fraud or fraudulent misrepresentation;
 - 6.8.2. deliberate misconduct or gross negligence;
 - 6.8.3. death or personal injury caused by our negligence.
- 6.9. Nothing in this Agreement shall limit your guaranteed rights as a consumer under mandatory provisions of applicable consumer protection legislation.

7. TRANSACTING

- 7.1. To use the Platform and Services, you must have deposited sufficient funds using the payment methods supported by us as per our arrangements with the relevant Co-Brand Partner. We pay no interest in respect of funds in your account.
- 7.2. Before transferring Virtual Assets to your account, you must ensure that the Virtual Assets in question are supported by us (see clause 2.2 of these Terms). You may not use your account to store unsupported Virtual Assets, as doing so may result in the loss of your assets. We assume no liability for any attempted use or storage of unsupported Virtual Assets.
- 7.3. If you use a Virtual IBAN for euro deposits and withdrawals, we only accept the following:
- 7.3.1. fiat deposits to your Virtual IBAN from a payment account in your own name (SEPA);
 - 7.3.2. fiat withdrawals from your Virtual IBAN to a payment account in your own name (SEPA).
- 7.4. We will reject and not process deposits or withdrawals not meeting the requirements in clause 7.3.
- 7.5. The applicable transaction limits are set out in the Restrictions and Limitations, which you acknowledge and agree to. You acknowledge and agree that we may amend these transaction limits at our sole discretion at any time. In addition to these transaction limits, we reserve the right to reject and not process a transaction or transactions if we have grounds to believe that processing the transaction(s) may result in non-compliance with applicable regulatory requirements. We are not required to provide reasoning if we decide not to process your transaction.
- 7.6. You may not use the Services or Third-Party Services to conduct, support, or otherwise facilitate criminal, illegal, or other activity that would breach statutory law or third-party rights. You must not transact with sanctioned persons or otherwise contrary to sanctions imposed by the European Union, United Nations, US Treasury Department's Office of Foreign Control Assets (OFAC), and HM Treasury Office of Financial Sanctions Implementation (OFSI). You acknowledge and agree that failure to comply with the above may result in the immediate suspension of the Services, Third-Party Services, and your account, or termination of the Agreement, and/or, where mandated by applicable law or regulatory guidelines, freezing of your funds.

- 7.7. The base currency for the provision of Services is the euro (EUR), meaning that all transactions and settlements are accounted for in their EUR value. A transaction or settlement made with an involvement of another fiat currency or Virtual Asset shall be executed at the exchange rates we provide you with through the Platform.
- 7.8. We do not assume any risk from any changes in fiat currency and/or Virtual Assets exchange rates. In the case of a canceled or reverse transaction, we will therefore credit your account with fiat currency and/or Virtual Assets of our choice corresponding to the euro value of the transaction at the exchange rate at the time of executing the transaction that was later canceled or reversed.

8. TRANSACTIONS WITH A PAYMENT CARD

- 8.1. The Payment Card is issued, and the respective payment services are provided by a Third-Party Service Provider according to the applicable Third-Party Terms, which you must agree to before using the respective Third-Party Services.
- 8.2. You acknowledge and agree that using the Payment Card for payments and withdrawals is not possible within the countries, territories, regions, or jurisdictions listed in the Restrictions and Limitations.
- 8.3. If you initiate a transaction with a Payment Card issued to you by the Third-Party Service Provider, your transaction will be completed on the condition that your account balance on the Platform is sufficient to cover the amount of the Payment Card transaction and fees, if applicable. You acknowledge that at the time of such transaction, the transaction is funded from our funds. Therefore, by authorizing your Payment Card transaction, you simultaneously authorize us to perform a set-off and debit the Virtual Asset balance of your account amounting to the value of the Payment Card transaction in euro (EUR) as per the applicable exchange rate, and we shall not be required to submit you a separate set-off notice.
- 8.4. By authorizing your Payment Card transaction, you also authorize us to exchange your fiat balance against Virtual Assets to the extent your Virtual Asset balance is not sufficient to cover the entire amount of the Payment Card transaction and fees, if applicable, and debit the Virtual Assets credited to your account as a result of the exchange in accordance with clause 8.3 above.
- 8.5. You agree and accept that your Payment Card transaction will be declined if your account balance on the Platform is insufficient to cover the amount of the Payment Card transaction and fees, if applicable.

9. FEES

- 9.1. Except as otherwise provided in these Terms, we don't charge you any fees.
- 9.2. We may charge you a Virtual Asset withdrawal/transfer transaction fee. The amount of the fee will depend on the network fees paid by us for processing the withdrawal transaction.
- 9.3. We may also charge you a fee if we reject a Virtual Asset deposit into your Wallet and return the funds to the address from which the Virtual Assets were sent to your Wallet. The amount of the fee will depend on the network fees paid by us for processing the withdrawal transaction.
- 9.4. The Co-Brand Partner through whom you access the Platform, Services, and Third-Party Services, may charge you fees for making the Services and Third-Party Services available through the Co-Brand Partner's application in accordance with the Co-Brand Partner Terms. You authorize us to debit all Co-Brand Partner's fees from your account in the amounts and frequency (as applicable) as the respective Co-Brand Partner has notified us. If you believe that the Co-Brand Partner's fees and charges debited from your account differ from the fee

conditions in the Co-Brand Partner Terms, you need to file a direct claim/complaint with the Co-Brand Partner; and you agree that we shall not be held liable for any such claims relating to the collection of Co-Brand Partner fees.

10. INTELLECTUAL PROPERTY

- 10.1. Intellectual property rights provided in connection with the Services, including, without limitation, our logo and all designs, text, graphics, pictures, information, data, software, and other files and the selection and arrangement thereof are the intellectual property of Striga and/or licensed to Striga (hereinafter: **Striga's IP**).
- 10.2. Your use of the Services shall not be deemed as us transferring any intellectual property to you. You may use Striga's IP only to the extent reasonably necessary to use the Services. It is prohibited to resell any of Striga's IP, distribute it or display it publicly; modify or otherwise make any derivative uses of Striga's IP; or use Striga's IP for any other purpose than explicitly allowed under these Terms. You may not illegally use or dispose of the intellectual property rights of Striga or any other person during your use of the Services.
- 10.3. We own all rights contained in the name of Striga (including but not limited to business goodwill and trademarks, and logos). You may not use, copy, or imitate, in whole or in part, Striga's trading name, brand, logo, Service names, and slogans without our prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned through our Services are the property of their respective owners.

11. DATA PROCESSING

- 11.1. To provide Services and make Third-Party Services available to you, we will process your personal data as laid down in these Terms and our Privacy Policy.
- 11.2. We are committed to protecting your personal data and agree to process such data in accordance with applicable laws and regulations. We implement appropriate technical, organizational, and legal measures to protect your data.
- 11.3. While we process the data collected from you internally within our organization, we may also transfer your data to the relevant Co-Brand Partner, Third-Party Service Providers, and other relevant third parties to the extent it is necessary to provide the Services and make Third-Party Services available to you, as well as to meet our contractual and regulatory obligations. Such third parties will process your data in accordance with their policies. Upon transferring your personal data to third parties, we undertake to implement appropriate safeguards to protect your personal data as prescribed in applicable law.
- 11.4. You agree to the processing of your personal data as set out in these Terms and the Privacy Policy, as amended from time to time.

12. CUSTOMER SERVICE, COMPLAINTS, AND CLAIMS

- 12.1. If you require support about the Services or Third-Party Services or wish to file a complaint, you will need to contact the Co-Brand Partner through whom you access the Platform, Services, and Third-Party Services. The Co-Brand Partner shall provide you with the necessary customer support or process your complaint under its policies as notified and amended from time to time by the Co-Brand Partner. You agree that in case of a support request or a complaint handled by the Co-Brand Partner, we may address the request or complaint instead of the Co-Brand Partner if we deem this appropriate in a particular case.
- 12.2. If you wish to file a complaint in relation to the Payment Card or challenge a transaction made with a Payment Card, you will need to contact us, and we will forward your complaint or claim to the respective Third-Party Service Provider issuing the card. We may collect the information

required to process your complaint or dispute through the Co-Brand Partner. The Third-Party Service Provider will process your complaint or claim in accordance with its policies as notified and amended from time to time. If you do not challenge a transaction made with the Payment Card, we may process your complaint or claim instead of the Third-Party Service Provider.

- 12.3. We shall not assume any liability for the actions of the Co-Brand Partner and the Third-Party Service Provider in relation to processing your complaint(s) or for the outcome of such proceedings.
- 12.4. Where we process your complaint or claim, we generally respond to your complaint and provide a potential solution within 15 business days after receiving the complaint. However, you agree and accept that we may extend the deadline for responding to your claim to not exceeding 35 business days.

13. TERMINATION OF THE AGREEMENT

- 13.1. You may terminate the Agreement at any time by contacting us via email. Upon receiving the relevant notification, we will close your account within a reasonable time.
- 13.2. We may unilaterally terminate the Agreement with immediate effect and without liability to you in the following cases:
 - 13.2.1. you materially breach any provision of this Agreement;
 - 13.2.2. the Co-Brand Partner has terminated the agreement between you and the Co-Brand Partner, and/or the Co-Brand Partner has instructed us to terminate the Agreement with you;
 - 13.2.3. our cooperation with the Co-Brand Partner terminates;
 - 13.2.4. in other cases provided in this Agreement or applicable law.
- 13.3. At any time and for any reason at our sole discretion, we may terminate the Agreement, close your account and reject all pending transactions without notice and without any liability to you. In such an event, we may give you an advance notice of account closure and guide you through the process of withdrawing your funds, which may be deposited with us at the time. We will have no liability or obligation for taking such action.
- 13.4. After your account is closed, we may further process your personal data and other data related to your use of the Services if such further processing is allowed or required under applicable law.
- 13.5. In certain cases provided for in the law, upon the termination of the Agreement, we will transfer your funds only to a bank account registered or having its place of business in a contracting state of the European Economic Area.

14. MISCELLANEOUS

- 14.1. **Modification of the Terms.** We reserve the right to modify and restate these Terms from time to time in our sole discretion, and such modification(s) will be effective immediately upon being published on the Striga Website. You undertake to monitor any possible changes in these Terms on the Striga Website regularly, and your continued use of the Services after such modifications will be deemed to be your conclusive acceptance of all changes to the Agreement.
- 14.2. **Assignment.** You shall not, without our prior written consent, assign, transfer, charge, sub-contract, delegate, declare a trust over, or deal in any other manner with all or any of your rights or obligations under or in connection with these Terms and the Services. We may at any time assign, transfer, charge, sub-contract, delegate, declare a trust over, or deal in any other

manner with all or any of its rights or obligations under or in connection with these Terms and the Services.

- 14.3. **Severance.** The invalidity or unenforceability of any provision of the Terms will not affect the validity or enforceability of any other provision of these Terms, all of which will remain in full force and effect. In case of an invalid or unenforceable provision in the Agreement, you and we shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.4. **Notices.** You agree that we send all notices and other communication with respect to your use of the Services to your email address provided upon onboarding.
- 14.5. **Third-Party rights.** The Terms do not give rise to any rights to anyone who is not a party to the Terms.
- 14.6. **Governing law.** These Terms are governed by the law of the Republic of Estonia, except for the conflict of laws rule.
- 14.7. **Jurisdiction.** Without prejudice to clause 12, you and we shall attempt to settle all the disputes arising under or in connection with these Terms and the Services by way of negotiations. If negotiations fail, then any dispute, disagreement, or request arising from the Agreement and concerning the Agreement, including its infringement, termination, or invalidity, shall be settled in Harju County Court (*Harju Maakohus*) in Tallinn, Estonia, as the court of the first instance.

If you require more information about the Services and/or Third-Party Services, please get in touch with the Co-Brand Partner through whom you access the Platform, Services, and Third-Party Services. The relevant Co-Brand Partner's contact details are provided to you as per your arrangements with the particular Co-Brand Partner.

VISA PAYMENT CARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1. The Terms and Conditions use the definitions below:

- 1.1.1. **“Wallester”** means Wallester AS (registration number 11812882), the payment services provider who issues the Cards, registered office at F.R. Kreutzwaldi 4, 10120 Tallinn, Estonia.
- 1.1.2. **“Program Manager”** means Striga Technology OÜ (registration number 16298772), the **VASP institution** that holds FVT000546 license authorised by the **FIU of Estonia** which enables it to provide virtual asset services in the EEA, registered office at Sepapaja 6, 11415 Tallinn, Estonia.
- 1.1.3. **“Program Manager’s Website”** means a website (www.striga.com) operated and managed by the Program Manager.
- 1.1.4. **“Co-Brand Partner”** means Bitwala GmbH (registration number HRB 234888 B), a company collaborating with Wallester and the Program Manager to make payment services and virtual asset services available to Clients/Cardholders with its registered office at Am Treptower Park 75, 12345 Berlin.
- 1.1.5. **“Co-Brand Partner’s Website”** means a website (www.bitwala.com) operated and managed by the Co-Brand Partner.
- 1.1.6. **“Co-Brand Partner’s Platform”** means a mobile application platform (Bitwala) operated and managed by the Co-Brand Partner to make payment services and virtual asset services available to Clients/Cardholders in cooperation with Wallester and the Program Manager.
- 1.1.7. **“Authentication”** means the performance of such operations which make it possible to identify the Cardholder and/or establish the validity of the payment instruments issued to the Cardholder.
- 1.1.8. **“Means of Authentication”** means information, object, attribute, or other means that enables the Cardholder to Authenticate himself, prove the validity of the Card, or authorise certain operations, for example, a one-time authentication code or a reusable CVV code (*Card Verification Value*).
- 1.1.9. **“Authorisation”** means the performance of such operations by which the Cardholder confirms his will to perform certain operations.
- 1.1.10. **“Imperative Norms”** are legal provisions contained in legislation that cannot be derogated from by agreement in favour of Wallester.
- 1.1.11. **“Card Data”** includes the name of the Cardholder, the number, validity period, and security feature (e.g., CVV code) of the Card.
- 1.1.12. **“Client”** means a customer of Program Manager and Co-Brand Partner with whom the Program Manager has concluded the Agreement. In case the Client is a legal person, the Client with the Agreement appoints the Cardholder and authorises them to use the services and carry out Operations within the limits specified in the Agreement.
- 1.1.13. **“Cardholder”** means a natural person corresponding to the Program Manager’s and Wallester’s requirements and to whom the Card is issued. The Payment Card Terms and Conditions will be binding upon the Cardholder as of the moment the Wallester issues the Card to them. For avoidance of doubt, in case the Client is a natural person to whom the Card is issued directly the terms “Cardholder” and “Client” have the same meaning.
- 1.1.14. **“Card”** means a payment instrument that uses the Visa network and is branded by Visa, which is owned by Wallester and issued by Wallester in co-operation with Program Manager and which the Cardholder may use to perform Operations.
- 1.1.15. **“Chip&Pin Card”** means a physical Card with an electronic chip and requiring Pin-code as an authorization mean. A Chip&Pin Card can be made of plastic, veneer, metal or any other suitable material.
- 1.1.16. **“Virtual Card”** means a Card consisting of digital Card Data, and not having a physical body.
- 1.1.17. **“Agreement”** means an agreement (separate agreement or part of other services agreement) concluded between Program Manager and the Client regarding payment services. Payment Card Terms and Conditions the Program Manager shall incorporate in its own agreement templates, forms etc. The Program Manager shall be responsible when transposing Payment Card Terms and Conditions for any material deviations from Wallester guidelines that resulted in direct losses to Wallester.
- 1.1.18. **“Payment Card Terms and Conditions”** means this document, which stipulates the rights and obligations of Wallester, the Client and/or Cardholder in the provision of services by Wallester to the Client.
- 1.1.19. **“Visa”** means International Card Organisation Visa Europe Ltd.

- 1.1.20. **“Terminal”** means an ATM, payment terminal, or any other system (incl. Internet environment) through which the Cardholder can perform Operations.
- 1.1.21. **“Operation”** means using the Card in a Terminal to pay for goods and/or services or obtain information and/or cash withdrawal.
- 1.1.22. **“Strong Authentication”** means authentication based on at least two elements that fall into the following categories: knowledge (something known only to the Cardholder), possession (something that only the Cardholder is in possession of), or attribute (something that is specific to the Cardholder), which are independent of each other so that a breach of one of them would not compromise the credibility of the other, and the structure of which allows to protect the confidentiality of the authentication data.

2. WALLESTER’S RIGHTS IN PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

- 2.1. In preventing money laundering and terrorist financing, Wallester has the following rights:
 - 2.1.1. To regularly verify the information forming the basis for identification of the Client and/or the Cardholder and to request the Client and/or the Cardholder to submit additional documents;
 - 2.1.2. To identify the Client, the Cardholder and/or the beneficial owner at any time chosen by Wallester, including when Wallester has doubts regarding the accuracy of the information received during the initial identification;
 - 2.1.3. To impose temporary or permanent restrictions on Operations;
 - 2.1.4. To request documents and information concerning the activities of the Client and/or Cardholder, including information on the purpose and nature of the transaction, and the origin of the Client’s assets;
 - 2.1.5. To request from the Client documents forming the basis for a transaction, including information or documents concerning the counterparty of the transaction, the beneficial owner, or other persons involved in the transaction;
 - 2.1.6. To request the Client and/or the Cardholder to provide any other information and perform any other acts which Wallester deems necessary for the implementation of its anti-money laundering and counter-terrorist financing measures.
- 2.2. Wallester has the right to refuse to execute Operations if the Client and/or the Cardholder does not comply with the requirements set out in Clause 2.1.

3. USE OF THE CARD

- 3.1. Only the Cardholder has the right to perform Operations with the Card.
- 3.2. Upon issuance of the Card, the Cardholder shall be provided with personal Means of Authentication (e.g. CVV code, and/or PIN code for the Chip&Pin Card), which shall be deemed to be the Cardholder’s signature in performing the Operations.
- 3.3. The Virtual Card consists only of the Card Data, the physical card is not issued. The transfer of Card Data and activation takes place in the self-service environment of the Co-Brand Partner’s Platform (which is connected to the Program Manager’s and Wallester’s relevant systems) or in a manner agreed with the Cardholder.
- 3.4. Wallester may send the Chip&Pin Card and its Means of Authentication by post to the address notified to the Program Manager by the Client. Upon receipt of the physical Card, the Cardholder is obliged to make sure that the envelope with the Card and its Means of Authentication have not been opened nor damaged. The physical Card is activated either in the self-service environment of the Co-Brand Partner’s Platform or in another manner agreed with the Client.
- 3.5. The Cardholder may start performing Operations once the Card has been activated.
- 3.6. The Cardholder has the right to perform Operations within the amount and limits stipulated in the Agreement and only in Terminals marked with the Visa logo.
- 3.7. Operation made with the Card is binding to the Cardholder if the Cardholder has given its approval, that is, authorized the Operation. By authorizing the Operation the Cardholder gives its consent to Wallester to perform the Operation. To authorize the Operation, the Cardholder shall enter the Card Data into the field indicated for that purpose on the respective website of the service provider or make a point-of-sale transaction through contactless by scanning a mobile device on the site of the service provider. The consent to perform the Operation or the “payment order” is deemed to be received by Wallester at the moment when payment data is submitted to Visa. The maximum time for performance of the Operation is 24 hours.
- 3.8. At the request of the Program Manager and/or Wallester, the service provider may refuse to accept payment with the Card.

- 3.9. At the request of the person servicing the Chip&Pin Card, the Cardholder is obliged to present an identity document and agree to the recording of the document particulars.
- 3.10. The Operations may be carried out only by the Cardholder personally. The Wallester and Program Manager have a right to assume that all the Operations have been carried out by the Cardholder and according to the will, until proven otherwise or until the Cardholder has informed the Program Manager in accordance with Clause 4.2.
- 3.11. When using the Card, the Cardholder is required by Wallester to use Strong Authentication, except when using the Chip&Pin Card within the limit prescribed for Operations performed with a Near Field Communication device if the Client agrees to the performance of the Operation by touching the Near Field Communication device.
- 3.12. If the Cardholder has given his consent to the performance of the Operation, the Cardholder shall not have the right to be refunded for the Operation, unless the person who provided the corresponding service agrees to the refund of the amount paid for the Operation. The consent to perform the Operation or the "payment order" is deemed to be received by Wallester at the moment when payment data is submitted to Visa. The maximum time for performance of the Operation is 24 hours.
- 3.13. The Cardholder accepts that all Operations performed by the Cardholder and/or by using the Means of Authentication of the Card or by entering the required particulars in the Internet environment and/or by touching the Near Field Communication device are valid for Wallester and shall be executed by Wallester.
- 3.14. Wallester has the right to refuse to execute the Operation performed by the Cardholder if:
 - 3.14.1. The Card is invalid or closed or the use of the Card is blocked;
 - 3.14.2. The Operation amount and/or limit (including the Operation fees and expenses) exceeds the available amount and/or limit stipulated in the Agreement;
 - 3.14.3. On any other basis arising from the Payment Card Terms and Conditions or the legislation.
- 3.15. Wallester has the right to block the use of the Card until the circumstances have been verified if:
 - 3.15.1. Wallester has learned about a circumstance on the basis of which it can be reasonably concluded that the Card is available and/or its Means of Authentication are known to a person who does not have the right to use the Card;
 - 3.15.2. The use of the Card may be associated with fraud on the part of the Cardholder;
 - 3.15.3. There are another grounds for blocking proceeding from the Agreement, the Payment Card Terms and Conditions, or legislation.
- 3.16. If the basis for blocking the Card pursuant to Clause 3.154 does not cease to exist or there exists any other basis for closing the as specified in the Agreement, Wallester has the right to close the Card.
- 3.17. The Client and/or the Cardholder has the right to request that the Card be blocked and/or closed at any time.
- 3.18. A blocked, closed, or invalid Card may not be used.
- 3.19. Unless otherwise provided by the Imperative Norms, Wallester shall not be liable for any damage caused to the Client and/or the Cardholder or any other third party by Wallester's blocking the use of the Card or closing the Card in accordance with the Payment Card Terms and Conditions. This shall also be the case if Wallester blocks the use of the Card in good faith based on incorrect information.
- 3.20. Wallester has the right to bring in third parties for executing Operations.
- 3.21. Wallester has the right to determine the Card limits and the minimum and maximum amount of a one-off Operation. Program Manager shall have the right to set other limits for its client, provided that it does not contradict minimum and maximum limits set by Wallester.
- 3.22. The Cardholder shall inform the Co-Brand Partner of any malfunctions or disturbances that prevent carrying out the Operation.
- 3.23. The Card has a fixed term and is valid until the date indicated on the Card.

4. SECURITY REQUIREMENTS FOR USING THE CARD

- 4.1. The Cardholder shall:
 - 4.1.1. Sign the Chip&Pin Card by hand upon receipt;
 - 4.1.2. Use the Chip&Pin Card in accordance with the Payment Card Terms and Conditions and make every effort to protect the Card from mechanical damage, high temperature, electromagnetic exposure, copying, modification etc.;
 - 4.1.3. Not pass the Card Data or the Chip&Pin Card over to a third party (third parties), except to the person accepting the payment for the duration of an Operation;
 - 4.1.4. Shall not save the Card Data on any data medium;

- 4.1.5. Not use the Card for illegal purposes and in manner, including the purchase of goods and services that are prohibited by applicable law, which may cause damage to the Program Manager and/or Wallester and/or the Co-Brand Partner and/or to a third party;
- 4.1.6. Immediately report any errors or disruptions hindering the performance of Operations.
- 4.1.7. Perform other obligations arising from the Payment Card Terms and Conditions or the legislation.
- 4.2. If a third party has learned the Card Data and in any other case when there is a risk of a third party using the Card, the Cardholder shall immediately inform the Program Manager by using the phone number and the business hours shown on the Program Manager's Website.
- 4.3. Upon receipt of the information specified in Clause 4.2, Wallester shall make every effort to stop further use of the Card (incl. close the Card).

5. INFORMATION AND SUBMISSION OF COMPLAINTS ABOUT OPERATIONS PERFORMED

- 5.1. Where necessary, Wallester shall, through Program Manager and the Co-Brand Partner, provide a statement of the Cardholder's Operations and related expenses to the Client in the self-service environment of the Co-Brand Partner's Platform.
- 5.2. The Client or the Cardholder is obliged to immediately check the accuracy of the Operations performed. Any complaints about unauthorised and/or improperly executed Operations shall be submitted in a format enabling written reproduction promptly but no later than within the term stipulated in the applicable enactments.
- 5.3. If the Cardholder has authorised the Operation without knowing the exact amount, the Cardholder has the right to file a complaint to or claim refund of the Operation amount directly from the recipient of the payment resulting from the Operation, instead of Wallester.
- 5.4. Any other complaints and disputes between the Client, the Cardholder and Wallester shall be settled by negotiation. If, in settling their differences concerning the Payment Card Terms and Conditions, Wallester and the Client and/or the Cardholder fail to reach an agreement, the dispute shall be resolved by the court for the area where Wallester has its registered office.
- 5.5. The Client confirms that he agrees that the contractual relations arising from these Payment Card Terms and Conditions shall be governed by the laws of the Republic of Estonia and that disputes shall be settled by the Estonian courts unless it is in contrary to Imperative Norms.

6. LIABILITY

- 6.1. Wallester and the Client and/or the Cardholder shall be liable for breaching their obligations in accordance with the provisions of this Payment Card Terms and Conditions and legal enactments.
- 6.2. Where an unauthorised payment has been made by using the lost or stolen Card Data and/or the Means of Authentication, or where the Card Data and/or the Means of Authentication have been used in any other unlawful manner and the Cardholder has not properly kept the Card Data and/or the Means of Authentication and there are no statutory circumstances excluding liability, the Client and the Cardholder shall be liable for any damage caused until the acceptable notification to Wallester, but not exceeding the amount of 50 euros. This amount limit shall not apply if an unauthorised payment involves fraud on the part of the Cardholder or if the Cardholder intentionally or with gross negligence breached the following:
 - 6.2.1. The obligation to use the Card Data and/or the Means of Authentication in accordance with the terms and condition for their issue and use, including the obligation to make every effort to protect the Card Data and/or the Means of Authentication enabling its use as from the receipt of the Card Data and/or the Means of Authentication;
 - 6.2.2. The obligation to promptly after learning of the relevant incident report the loss, theft, and unauthorised or incorrect use of the Card Data and/or the Means of Authentication;
 - 6.2.3. One or more conditions for issuing or using the Card and/or the Means of Authentication.
- 6.3. Wallester, Program Manager, and Co-Brand Partner shall not be liable for third parties involved in performing Operations, for goods or services paid by the Card, and in cases where the Card is refused to be accepted for the performance of an Operation.
- 6.4. Program Manager shall be solely liable to the Client and the Cardholder for the fulfilment of Program Manager's obligations. In no case shall Wallester be liable for Program Manager if Program Manager fails to fulfil its contractual obligations.
- 6.5. Co-Brand Partner shall be solely liable to the Client and the Cardholder for the fulfilment of Co-Brand Partner's obligations. In no case shall Wallester and the Program Manager be liable for Co-Brand Partner if Co-Brand Partner fails to fulfil its contractual obligations.

7. VALIDITY OF THE CARD AND ISSUE OF A NEW CARD

- 7.1. The Chip&Pin Card is valid until the last day (inclusive) of the calendar month specified on the Chip&Pin Card.
- 7.2. Upon expiry of the validity of the Chip&Pin Card, Wallester has the right to prepare a new Chip&Pin Card. Wallester and/or Program Manager shall inform the Cardholder of the time and/or manner of receiving the new Chip&Pin Card.
- 7.3. Wallester has the right not to prepare and/or issue a new Chip&Pin Card upon expiry of the validity of the Chip&Pin Card or when the Cardholder applies for a new Chip&Pin Card (replacement card) if the Client and/or the Cardholder has breached any obligation or condition for using the Card arising from this Payment Card Terms and Conditions or any other agreement concluded with Program Manager, or if the Cardholder no longer meets the requirements set by Wallester/Program Manager.
- 7.4. If the Client and/or the Cardholder does not want a new Card, the Client and/or the Cardholder shall, through Co-Brand Partner, inform Wallester thereof in writing or in any other manner accepted by Wallester at least 45 (forty-five) days before the last day of the month marked on the Card.
- 7.5. If the Cardholder does not accept the Card and/or the Card is not activated within three (3) months from the date of preparation of the Card, Wallester has the right to close and destroy the Card without refunding any service charges.
- 7.6. The Cardholder undertakes not to use the Card that is invalid, closed or otherwise unfit for use and shall physically destroy such Card within three (3) days after it was closed or became invalid or unfit for use.
- 7.7. The Virtual Card is valid until the last day (inclusive) of the calendar month specified in the Card Data. Upon expiration new card is not issued automatically. To get a new Virtual Card the Client has to apply for it.

8. ENTRY INTO FORCE, AMENDMENT AND TERMINATION

- 8.1. The Payment Card Terms and Conditions shall become effective upon the approval by the Client in the manner and by the means accepted by the Wallester.
- 8.2. Wallester has the right to unilaterally amend the Payment Card Terms and Conditions by giving the Client at least two (2) months' notice thereof. Within these two (2) months, the Client has the right to terminate the Payment Card Terms and Conditions with immediate effect and free of charge provided that all the obligations arising from the Payment Card Terms and Conditions have been fulfilled. If the Client has not terminated the Payment Card Terms and Conditions within the period specified above, he shall be deemed to have accepted the amendments.
- 8.3. The Client has the right to terminate the Payment Card Terms and Conditions by giving Wallester at least one (1) month's ordinary notice thereof.
- 8.4. Wallester has the right to terminate the Payment Card Terms and Conditions by giving Client at least two (2) months' ordinary notice thereof.
- 8.5. Wallester has the right terminate the Payment Card Terms and Conditions as an extraordinary remedy without giving advance notice if:
 - 8.5.1. The Client and/or the Cardholder has provided false information to Wallester and/or Program Manager and/or Co-Brand Partner when applying for the Card or has failed to provide information known to the Client and/or the Cardholder affecting the performance of the Payment Card Terms and Conditions;
 - 8.5.2. The Client has failed to fulfil his payment obligation owed to Program Manager and/or Co-Brand Partner within an additional term of 14 (fourteen) days given to the Cardholder and Program Manager has made a relevant request;
 - 8.5.3. The Card issued hereunder has been closed and/or blocked for at least four (4) consecutive months;
 - 8.5.4. The Chip&Pin Card expires and the Cardholder does not accept the new Chip&Pin Card from Wallester within the period stipulated in Clause 7.5 (incl. does not activate the new Card);
 - 8.5.5. The Card has not been used for Operations for six (6) consecutive months.
- 8.6. In addition to the cases stipulated in the Payment Card Terms and Conditions, Wallester has the right to terminate the Payment Card Terms and Conditions as an extraordinary remedy without giving advance notice on other statutory grounds.
- 8.7. The termination of the Payment Card Terms and Conditions shall not affect the collectability or satisfaction of financial claims arising prior to the termination of the Payment Card Terms and Conditions.

9. FINAL PROVISIONS

- 9.1. Wallester and the Client undertake not to disclose any information concerning the conclusion or performance of this Payment Card Terms and Conditions to third parties, except where it is necessary in the circumstances of processing the Card or Operations, or where it has been agreed so herein. Wallester and Program Manager and Co-Brand Partner have the right to exchange any information between them regarding the Payment Card Terms and Conditions, Operations, the Card, the Client and/or the Cardholder and process relevant data in order to provide the service to the Client and/or the Cardholder hereunder.
- 9.2. Wallester has the right to disclose information about Operations, the Card, the Client and/or the Cardholder to third parties who's right to receive information arises from legal enactments and/or Wallester's principles of processing client data.
- 9.3. Personal data processing by Wallester is made in accordance with the Privacy Policy of Wallester available on www.wallester.com/privacy
- 9.4. Supervision over Wallester's activities shall be carried out by the Estonian Financial Supervision and Resolution Authority (address: Sakala 4, 15030 Tallinn, telephone: +372 66 80 500, e-mail: info@fi.ee, website: www.fi.ee).