

CARD TERMS AND CONDITIONS

1. INTRODUCTION

1.1. These General Payment Services Terms and Conditions (hereinafter referred to as General Conditions) along with the Pricelist and Privacy Policy and any other terms and conditions that apply to the Services, form a legal agreement between UAB "Via Payments" (hereinafter VIALET) and the Client.

1. TERMS AND ABBREVIATIONS

3D Secure	an additional security layer for online Card transactions.
Agreement	credit card issuing agreement between the Client and VIALET consisting of the Application, Cards T&C, Price List and General T&C.
Application	the application submitted by the Client to VIALET to issue the Card, stating, among others, postal address for delivery of the Card as well as containing Client's identification information.
ATM	an automatic teller machine or cashpoint facility or cash dispenser or cash machine, where the Client may obtain the information about the Card's account or withdraw the funds from it.
Card	credit card provided and supported by VIALET.
Cardholder	named holder and Client's authorized user of the Card. The Cardholder and the Client may be the same person or two different persons.
Cards T&C	these Terms and Conditions governing the usage of the Card and related matters and supplemented from time to time. By using the Card, the Client and Cardholder expressly agree to Cards T&C, General T&C and the applicable Price List and agree to be bound by them with no exceptions and limitations, otherwise the Client and Cardholder shall not use the Card.
Client	legal or natural person who applies for or uses the Card.
General T&C	the General Payment Services Terms and Conditions of VIALET, which set out the general principles and the procedure for communicating with and serving Clients, payment services as well as the terms and conditions for conducting transactions between VIALET and the Clients.
Merchant	retailer or any other person that accepts payment cards which display Mastercard acceptance mark.
Price List	list of fees payable by the Client and applicable limits.



Transaction	realization of or attempting to make a payment or a purchase or a cash withdrawal by using the Card; Transaction includes also all and any associated fees and charges, including for currency exchange, charged by VIALET or any third party.
VIALET	legal entity "VIA Payments" UAB, Reg. No. 304531663, with its office registered at: Konstitucijos pr. 7, Vilnius, LT-09308, Lithuania, licensed as electronic money institution with license No. 16, issued on 10/10/2017 by the Bank of Lithuania (www.lb.lt), operating under the brand "VIALET".
VIALET App	VIALET remote card and payment account management system.
Website	VIALET website www.vialet.eu , www.vialet.pl (for Polish Clients) or hub.vialet.eu .
OTP	One time password.

Other definitions used in Cards T&C have the same meaning as set out in the General T&C. The General T&C apply to the Agreement to the extent they do not conflict with the Cards T&C.

2. ENTERING INTO THE AGREEMENT

- 2.1. Upon Client's approval of the Cards T&C by ticking the appropriate box in VIALET App or on the Website, the Client shall be deemed to have entered into Agreement with VIALET. The Agreement is concluded for an indefinite period. By entering into the Agreement, the Client confirms to have read, understood and agreed to comply with the Agreement, including Cards T&C, General T&C, Price List and Privacy policy.
- 2.2. VIALET reserves the right to refuse to enter into Agreement with the Client without explaining the reasons for the refusal.
- 2.3. When VIALET provides a Card with a credit limit, the Client must conclude an additional credit limit agreement. In case of interpretation of the Agreement's terms, credit limit agreement terms related to the credit limit shall prevail.

3. CARD

- 3.1. Card is an electronic money ("e-money") product issued by VIALET upon Application of the Client, used for payments and cash withdrawals in both physical (so called "Card Present Transactions") and non-physical (so called "Card-Not-Present Transactions") locations. Card as a virtual card is designed for use in non-physical locations (e.g. on the Internet).
- 3.2. Card can be issued either as a reloadable or non-reloadable Card. Non-reloadable Card is the Card with a specific predetermined amount. No additional funds can be uploaded to the non-reloadable Card.
- 3.3. Card can be issued in a particular design confirmed by payment scheme - Mastercard.
- 3.4. Card is a credit card and can be issued with or without a credit limit.

4. CARD ISSUANCE

- 4.1. Card is issued upon the Client's Application, subject to the sole and absolute discretion of VIALET. VIALET may reject the Application and not issue the Card without providing reasons for. Cardholder must be at least 18 years old. VIALET is not obliged to indicate the reasons for the refusal to issue the Card, except when the refusal occurred in connection with obtaining information from a specific VIALET database or data set, when VIALET is obliged



- to provide the Client with an information about the results of this check and indicate the database in which this check was made.
- 4.2. For the purpose of the completion of the Application and issue of the Card, the Client and Cardholder shall provide, verify and confirm his/her/it data and contact details to VIALET; to do so, the Client and Cardholder shall provide required data and information designated in electronic form either via VIALET App or via Website. As far as the Card can be connected with a loan product (credit limit), the onboarding process does not allow the Client to get a loan product if the Client is not a resident of a specific supported country for the loan; in this case Client will be automatically restricted in the VIALET App (mismatch cases could be resolved by VIALET manually via email or in a VIALET App chat).
 - 4.3. Client's Application shall contain all obligatory information as stated as such from time to time by VIALET, including mobile phone number with country code and e-mail address of the Client/Cardholder.
 - 4.4. Submission of the Application, including all necessary data, in VIALET's system shall be the Client's and Cardholder's responsibility. Client is under a duty to ensure that the Application, including contained data, is correct and complete, and is in a format that is readable and can be processed by VIALET's system for the performance of VIALET's obligations hereunder.
 - 4.5. Client shall bear sole, full, comprehensive and absolute responsibility for ordering of the Cards, subsequent issuance of the Cards and all and any related consequences of any nature and type, including, but not limited to:
 - 4.5.1. usage (including non-authorized access and usage) of the interfaces for ordering the Cards (Mobile/Internet bank, software and procedures for ordering the Cards);
 - 4.5.2. any faults, errors, discrepancies, complaints, security breaches and any other actions, risks, circumstances, issues and matters associated with or linked to the Card Account and/or the Cards through no fault of VIALET.
 - 4.6. VIALET reserves the right to temporarily restrict the availability of the systems and procedures for the order and issue of the Cards, either in whole or in part, to a customary and reasonable extent if important reasons make such a restriction necessary. Such important reasons include, inter alia, but without limitation, necessary maintenance work, necessary adaptations, changes required by the payment card schemes (e.g., Mastercard), changes and additions to the underlying software applications, measures to locate and rectify malfunctions and to ensure the integrity of the systems and procedures, as well as restrictions due to some specific risks. If possible, VIALET shall notify the Client on such planned restrictions.
 - 4.7. VIALET shall not be liable for any faults that occur because of telecommunication or internet connection. VIALET shall not be liable for any failure or disruption in the technical infrastructure outside its sphere of responsibility, in particular not for the proper functioning of the technical transmission procedure, devices, routes and other technical equipment, which the Client uses to connect and exchange data with VIALET.
 - 4.8. VIALET is not liable for the loss of the Application or its part and/or contained data or for other malfunctions or damage to the extent such events are due to the fact that the Client failed to observe VIALET's instructions, including security requirements, for the purpose of the order and issue of the Cards.

5. CARD ACTIVATION

- 5.1. The Cardholder receives the Card in the form of a plastic card or a data set (virtual Card).
- 5.2. Card is issued in an inactive state. Upon actual receipt of the Card the Cardholder will need to activate using the VIALET App interface by entering the Card's 4 last digits of the Card number. The Card will be activated automatically. No additional actions are required.



- 5.3. If the Card is not activated, any attempted Transaction may be declined.

6. CARD EXPIRATION

- 6.1. Card will expire on its expiry date and will cease to work and function. The Cardholder is not entitled to use the Card upon its expiry.
- 6.2. Expiry date is a last date when the Card will work; the last date represents the last day of a respective month of a respective year that are printed on the Card (in case of a plastic Card) or communicated to the Cardholder (in case of a virtual Card).
- 6.3. Funds will not be accessible via the Card following its expiry date. Notwithstanding the expiry date the funds are available for redemption in accordance with the procedure established by VIALET.

7. CARD RENEWAL

- 7.1. In case of the expired Card, a renewed Card may be issued. However, VIALET is not obliged to renew the Card and may elect not to issue the Card at VIALET's sole and absolute discretion without providing reasons for.
- 7.2. In case of the renewal, the balance of the previous Card will be transferred to the new Card.

8. LOADING RELOADABLE CARD

- 8.1. In case the Card is reloadable, additional funds (e-money) can be loaded on it by VIALET or by the Cardholder.
- 8.2. Once VIALET has actually received the funds to be loaded on the Card, the funds will be available for use without delay.

9. USAGE OF CARD

- 9.1. The Cardholder may use the Card worldwide wherever Mastercard cards are accepted.
- 9.2. The Card may be used, and the Card Transactions may be made only by the Cardholder.
- 9.3. The Cardholder is prohibited to allow any other person to use the Card, for example by disclosing the PIN, or allowing any other person to use the Card data or 3D Secure parameter to make payments or purchases.
- 9.4. Prior to use, the plastic Card should be signed by the Cardholder on the signature strip located on the back of the Card.
- 9.5. The Cardholder is responsible for all and any transactions, cash withdrawals, fees and charges incurred by the Card transactions and all related consequences.
- 9.6. The Card may not be used for any illegal action, including, but not limited to, the payment for the goods or services that according to applicable law require a special permit to buy them unless such permit has been received.
- 9.7. The Cardholder may use the Card for Transactions at the Merchants up to the amount of the available balance. In case the available balance is not sufficient to pay for the Transaction, some Merchants may not permit the Cardholder to combine use of the Card with another payment method.
- 9.8. The plastic Card can be used to make cash withdrawals from ATMs and cashiers that agree to provide this service (subject to possible restrictions for the withdrawal at a particular ATM or cashier and any maximum amount set by a relevant ATM operator or cashier) up to the amount of the available balance for the transaction.
- 9.9. Like with any payment card, VIALET cannot and does not guarantee that the Card will be accepted by any Merchant and/or processed by an acquirer.
- 9.10. The Cardholder must ensure that the Card has sufficient balance to make the Transaction by using the Card.



- 9.11. Cardholder's ability to use or access the Card may occasionally be interrupted, for example if VIALET needs to carry out maintenance on VIALET's systems, in which case VIALET, if possible, notifies the Client in advance, or due to force-majeure circumstances or events beyond a control of VIALET.

10. AUTHORISATION OF TRANSACTIONS

- 10.1. If the PIN or 3D Secure parameter is necessary for the Transaction, the Cardholder's consent (authorization) shall be deemed to be given only upon the entry of the PIN or 3D Secure parameter.
- 10.2. Subject to the features of a particular Card, the authorization of the Transaction can include the authorization of any single Transaction, a series or recurring Transactions (including Transactions for an indefinite period) or pre-authorizing future Transactions of a certain or uncertain amount.
- 10.3. It shall be deemed and assumed that the Transaction has been authorized by the Cardholder where either:
 - 10.3.1. In case of "Card Present transaction", the Card was presented to a contactless or inserted into a chip & PIN device;
 - 10.3.2. In case of the Internet or other "Card-Not-Present" (Non-Face-To-Face) Transaction, necessary Card data has been provided to the Merchant that allows the processing of the Transaction, including 3D Security parameters.
- 10.4. Normally, VIALET will receive notification of the Card authorization by way of an electronic message in line with the rules and procedures of Mastercard. Once VIALET has received notification of the authorization to proceed with the Transaction, the Transaction cannot be stopped or revoked. However, the Cardholder may in certain circumstances be entitled to a refund.
- 10.5. Upon authorization of the Transaction VIALET reserves funds on the Card for this Card Transaction simultaneously reducing the available balance. After the receipt of confirmation for this Transaction, the Transaction amount is subtracted from the Card account. If VIALET does not receive the Transaction confirmation from a respective institution within 30 (thirty) calendar days after the Transaction, the reserved funds become available on the Card.
- 10.6. Under normal circumstances, if any payment is attempted and it exceeds the available funds on the Card and/or the Card is blocked, the Transaction will be declined.
- 10.7. VIALET is entitled to restrict or suspend use of the Card or refuse authorization of any Transaction which is in breach or could breach these Cards T&C, damage or threaten to damage Mastercard's reputation or any of its marks, or if VIALET reasonably suspects that the Client/Cardholder and/or a third party have committed or are planning to commit fraud or any other illegal or unpermitted use of the Card and associated services, or in the event of exceptional circumstances which prohibit the normal operation of the Card or due other justifiable reasons.
- 10.8. VIALET may reject the Transaction if there are security concerns in respect of the Card or VIALET suspects the Card in being used in an unauthorized or fraudulent manner. Transaction may also be rejected because of errors, failures (whether mechanical or otherwise), refusals of Merchants, payment processors or payment schemes processing, or for other reasons set forth in the General T&C and legislation. VIALET may also block authorization requests from certain Merchants at its absolute discretion.
- 10.9. It shall be noted that once the Card has been used for making payment, the relevant Transaction cannot be stopped.
- 10.10. VIALET may refuse executing the Transaction submitted by the Client or to apply restrictions on such Transaction, where this is necessary because of the requirements of a



correspondent bank, relevant public authorities or the payee's payment service provider, or where the payment is directly or indirectly connected with persons who are subject to the sanctions and/or other sanctions, including sanctioned banks.

- 10.11. The Client is fully responsible for the authorized Transaction made using the Card, except cases provided in the Agreement.

11. CURRENCY CONVERSION

- 11.1. Card is denominated in one currency only. The default currency is EUR or PLN (if the Client indicates at the time of registration that Client's country of residence is Poland).
- 11.2. In case the Card is used for the Transaction in other currency than the currency in which the Card is denominated, the Card shall nevertheless be debited in the denominated currency of the Card.
- 11.3. In case the Transaction currency differs from the Card currency, the Mastercard currency exchange rate is applied adding the commission charged by VIALET.
- 11.4. Changes in exchange rates may be applied without prior notice, provided that: (i) they are more favorable to the Client or (ii) they result from changes in the reference exchange rates as provided for in the Agreement.

12. LIMITS

- 12.1. Various limits may be set, including, but not limited to daily cash withdrawal Transactions, to the amount spent and the number of Transactions the Cardholder can perform, to the number of times the Card can be uploaded in a day, and load limits, as well as other limits.
- 12.2. After conclusion of the Agreement, the Client may apply for a loan (credit limit) or increase the balance on the Card account. There are limits on the amount and frequency with which the Client may increase the balance, these limits vary depending on the internal risk score assigned to the Client by VIALET.
- 12.3. For compliance with laws and regulations related to the money laundering, financing of terrorism, international tax reporting and scheme rules, VIALET has imposed certain thresholds and limits on certain activities. Some of these limits may be raised by providing additional documentation and/or information. These thresholds and limits are applied to the amount of funds that can be added to the Card account, that can be spent, and that can be withdrawn. VIALET applies daily, weekly, monthly and annual limits.
- 12.4. Limits can be found in the Price List.
- 12.5. Besides, VIALET may restrict Transactions, considering various risks, including individual usage patterns and payment risk profiles, anti-money laundering and counter terrorist financing and anti-fraud considerations and rules of Mastercard. VIALET reserves the right to apply and change particular payment restrictions without any notice in urgent cases.

13. PIN (PERSONAL IDENTIFICATION NUMBER)

- 13.1. In the case of a plastic Card, the Cardholder will be provided with PIN for his/her plastic Card.
- 13.2. If the PIN was entered incorrectly three times in succession, the plastic Card will be blocked. In such case the Cardholder shall contact VIALET.
- 13.3. Cardholder can view the PIN using the VIALET App.
- 13.4. PIN is recorded in the Card during the first Card Transaction, which requires PIN; in order to ensure such recording, the Cardholder, for example, may choose to perform a balance enquiry Transaction in ATM, which accepts Mastercard cards.

14. FEES

- 14.1. Card and related services are subject to the fees determined by VIALET.



- 14.2. Client shall pay the fees as per applicable Price List.
- 14.3. Price List and Fee information document are published on the Website and upon Client's request may be provided to the Client on a durable medium.
- 14.4. Transactions may also be subject to fees, rules and regulations of an ATM operator, a payment terminal operator, cashier, bank, other payment service provider etc.
- 14.5. Value of each Transaction, including any applicable and related fees and charges and currency exchanges, will be deducted from the Card account balance.
- 14.6. It is a responsibility of the Cardholder and Client to check the applicable Price List before applying for and using the Card and before performing each Transaction.
- 14.7. VIALET may unilaterally provide and cancel any discount, as well as any special (non-standard) fee, charge and rate.
- 14.8. VIALET at its absolute discretion may set forth additional fees for services that are not included in the Price List, but were requested by the Cardholder in a particular case and such fees are due immediately from the Cardholder.
- 14.9. Should taxes, duties or similar deductions be levied on the fees and charges, VIALET is entitled to withhold such payments from the Card immediately, with the fees being increased accordingly.

15. INFORMATION ABOUT TRANSACTIONS AND BALANCES

- 15.1. 3D Secure transactions are validated via OTP sent to the Client provided phone number in Application.
- 15.2. Client/Cardholder may check the balance available on the Card account and Transactions in the VIALET App (in case the Cardholder is connected to the Internet).
- 15.3. Client/Cardholder is obliged to regularly control the use of funds on the Card and monitor the Card's balance.

16. DELIVERY OF CARDS

- 16.1. Cards are delivered in accordance with the address indicated in the Application by the Cardholder.
- 16.2. In case of Virtual Cards, the Cards data (e.g. PAN, CVC2, expiry date) are shown in VIALET App.

17. VIALET App

- 17.1. Cardholder may control and manage the Card and related matters remotely through the VIALET App:
 - 17.1.1. To activate the Card;
 - 17.1.2. To block the Card;
 - 17.1.3. To control balances and Transactions;
 - 17.1.4. To communicate with VIALET;
 - 17.1.5. To receive information from VIALET;
 - 17.1.6. To conduct any other activity supported and permitted by the VIALET App.
- 17.2. Available functionality of the VIALET App is determined exclusively by VIALET. VIALET may change, suspend and restrict functionality from time to time without any notice.
- 17.3. Cardholder shall comply with reasonable safety rules and procedures as normally expected from a prudent user, as well as safety rules and procedures determined by VIALET regarding the VIALET App.
- 17.4. Any communication to the Cardholder via the VIALET App will be treated as having been received as soon as it is sent by VIALET.



18. CONTACT DETAILS

- 18.1. Client/Cardholder shall let VIALET know as soon as possible about his/her/it change of name, address, e-mail address or mobile phone number.
- 18.2. VIALET uses the most recent contact details, particularly email and mobile phone number, in order to provide its services, as well as to communicate with and notify the Client/Cardholder.
- 18.3. Any e-mail and SMS to the Client/Cardholder will be treated as having been received as soon as it is sent by VIALET. VIALET will not be liable to the Client/Cardholder if the Client's/Cardholder's contact details have changed and the Client/Cardholder has not notified VIALET.

19. KEEPING CARD AND ITS DATA SAFE

- 19.1. Having received the Card, the Cardholder must:
 - 19.1.1. use the Card in observance of conditions regulating the issuance and use of the Card as specified in the Agreement and Cards T&C;
 - 19.1.2. having found out that the Card has been stolen or lost in any other matter, suspecting or obtaining information about illegal acquisition of the Card or unauthorised use thereof as well as about the facts or suspicions that personalised security data of the Card have become known or might be used by third parties, promptly notify VIALET;
 - 19.1.3. take all actions (including those specified in the Agreement) to safeguard the personalised security data of the received Card.
- 19.2. Cardholder is responsible for keeping the Card and its data safe. This means that all reasonable steps to avoid the loss, theft or misuse of the Card or its data shall be taken, and these steps are the exclusive responsibility of the Cardholder.
- 19.3. It is prohibited to disclose or make available Card data to anyone except where necessary to complete a Transaction to the need-to-know extent. The Cardholder should be satisfied that the Merchant is genuine and should take adequate steps to safeguard information before proceeding with the Transaction and providing the Card and/or its data to the Merchant.
- 19.4. PIN must be kept safe at all times. The Cardholder must memorize the PIN as soon as it has been received. The Cardholder must:
 - 19.4.1. Never write the PIN on the Card or on anything that is kept with the Card or near it;
 - 19.4.2. Keep the PIN secret at all times, including by not using the PIN if anyone else is watching;
 - 19.4.3. Do not disclose the PIN or make it available to any person or accessible by any person.
- 19.5. It is prohibited to communicate the PIN to anyone. This includes, but is not limited to voice communication, printed messages, written texts, emails and online forms.
- 19.6. Once the Card has expired or if it is found after the Card has been reported to VIALET as having been lost or stolen, the Cardholder shall destroy the Card, e.g., by cutting it at least in two parts through the magnetic stripe.
- 19.7. Failure to comply with safety rules and procedures, negligence, delay, misuse, illegal and/or fraudulent actions on the side of the Cardholder will affect and prevent the Cardholder's ability to claim any losses and damages.
- 19.8. The Cardholder should take care of the Card and its data and act responsibly. If the Cardholder used the Card or allowed the Card to be used fraudulently or in a manner that does not comply with the Cards T&C or illegally or the Card or its data are compromised due to negligence of the Cardholder, the Cardholder will be held responsible.

20. LOST, STOLEN OR DAMAGED CARDS, UNAUTHORIZED TRANSACTIONS

- 20.1. If the Card is lost or stolen, the funds (e-money) that have been stolen or withdrawn in any way may not be recovered on the Card, in just the same way as it would not be possible to recover cash which has been lost or stolen.



- 20.2. It is assumed that all Transactions entered with the Card and/or using Card data are made by the Cardholder unless VIALET was duly and timely notified by the Cardholder to the contrary and always before a disputed Transaction has been made.
- 20.3. If the Card is lost or stolen or damaged or malfunctions or there are suspicions that the Card or its PIN or other Card data became known to or are used by any third party, the Cardholder shall block the Card immediately.
- 20.4. In order to block the Card, the Cardholder shall use a respective functionality within the VIALET App.
- 20.5. Following satisfactory completion of the verification process, VIALET will then immediately block the Card and will decline authorizations of any further Transactions to prevent unauthorized and further use of the Card (the Cardholder remains responsible for all and any Transactions made prior to such blockage of the Card).
- 20.6. Cardholder may also contact VIALET by using the contact form available on the VIALET App.
- 20.7. VIALET at its sole discretion is entitled to block the Card if there are suspicions about possible fraudulent or unauthorized use of the Card.
- 20.8. The Client, who is a consumer or a natural person engaged in economic, commercial or professional activities, shall bear the losses relating to unauthorised Transactions up to EUR 50 (fifty euro), where such losses are incurred as a result of:
 - 20.8.1. the use of a lost or stolen Card;
 - 20.8.2. the misappropriation of the Card.
- 20.9. The Client, who is not a consumer or a natural person engaged in economic, commercial or professional activities, shall bear all losses incurred due to reasons mentioned in this subparagraph, unless the Agreement establishes otherwise.
- 20.10. The Client shall bear all losses relating to unauthorised Transactions if such losses were incurred because of his failure to fulfil one or several duties specified in clause 19.1 of these terms due to fraudulent or deliberate acts or gross negligence.
- 20.11. Where the payer lodges a claim with VIALET concerning the Transaction not authorised by him/her/it and executed by VIALET, the Client (payee), as the recipient of the funds of the aforementioned Transaction without valid grounds, must immediately repay to VIALET the amount of the aforementioned Transaction transferred to his/her/it account and agrees with debiting of the funds of such Transaction.
- 20.12. Where the Client as payer lodges a claim with VIALET concerning not authorised Transaction, and VIALET repays to the Client the funds of such Transaction, but later it is established that the Transaction was authorised properly or there are other grounds set out by legal acts for rejecting the Client's claim (e.g., fraud), such Client, as the recipient of the funds without valid grounds must immediately repay such funds to VIALET and agrees with debiting the funds of such Transaction by VIALET from his/her/it accounts held with VIALET.

21. LIMITATION OF LIABILITY

- 21.1. VIALET shall not be liable for:
 - 21.1.1. Goods or services purchased with the Card, including their safety, legality or any other aspect;
 - 21.1.2. If the Merchant refuses to accept a Transaction or fails to cancel an authorization or preauthorization;
 - 21.1.3. Any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
 - 21.1.4. Any fault or failure relating to the use of the Card that is a result of abnormal and unforeseeable circumstances beyond VIALET's control, including but not limited to, a fault in or failure of data processing systems;
 - 21.1.5. Suspending, restricting or cancelling the Card or refusing to issue or replace the Card;



- 21.1.6. Any acts or omissions that are a consequence of VIALET's compliance with legislation and/or Mastercard's rules;
- 21.1.7. Where the Cardholder acted with undue delay, fraudulently, intentionally, illegally or with negligence.
- 21.2. In any event the liability of VIALET will be limited to the balance of the Card at the time when the event occurs. To the extent permitted by applicable law, VIALET's liability shall be limited as follows:
 - 21.2.1. Where the Card is faulty due to VIALET's fault, VIALET's liability shall be limited to the replacement of the Card or, at VIALET's choice, redemption of the available balance; or
 - 21.2.2. Where sums are incorrectly deducted from the Card due to VIALET's fault, VIALET's liability shall be limited to payment to the Cardholder of an equivalent amount.

22. SUPPORT SERVICE

- 22.1. VIALET may publish special contact details for different purposes on the Website from time to time or make a contact form available to Clients. Cardholder is advised to check the Website regularly.
- 22.2. Card can be managed online via VIALET App within its functionality.
- 22.3. Correspondence in hard copies shall be delivered by hand or by post the following address: Konstitucijos pr. 7, Vilnius, LT-09308, Lithuania. The address for Polish Clients is: VIA Payments UAB Oddział w Polsce, Al. Jerozolimskie 123 A, Warsaw, 02-017, Polska.

23. TERMINATION

- 23.1. Client may terminate the Agreement at any time by submitting the relevant written notice.
- 23.2. VIALET may terminate the Agreement notifying the Client about the termination in writing or using any other durable medium individually and/or by way of publishing no later than 60 (sixty) calendar days (if the Client is a legal person – 30 (thirty) calendar days) in advance..
- 23.3. In the exceptional and justified cases VIALET is entitled to terminate the Agreement immediately. Besides, VIALET is entitled to terminate the Agreement and/or block the Card in the following cases:
 - 23.3.1. If VIALET reasonably believes that the Cardholder has used or is likely to use the Card, or allow it to be used, in breach of the Cards T&C, applicable laws or to commit an offense or fraud or any unlawful action;
 - 23.3.2. If the Card is at risk of fraud or misuse;
 - 23.3.3. If VIALET suspects that the Client/Cardholder has provided false or misleading information;
 - 23.3.4. If the Client fails to pay applicable fees and charges or fails to put right a shortfall (if any) on the balance of the Card;
 - 23.3.5. If the Client/Cardholder has not met its obligations towards VIALET;
 - 23.3.6. By order of the police, court or any regulatory authority;
 - 23.3.7. If VIALET is no longer able to provide the card service due to decisions or actions taken by third parties (e.g., Mastercard, card program/scheme providers, intermediaries etc.);
 - 23.3.8. If the Client abuses Client's rights and the services provided by VIALET (e.g. rapid opening and closure of Cards);
 - 23.3.9. In other cases specified in the General T&C due to termination or suspension of service.

24. CONSEQUENCES OF TERMINATION

- 24.1. Card may no longer be used when the Agreement termination entered into force.
- 24.2. Plastic Card shall be destroyed by the Cardholder immediately when the Agreement termination enters into force.



- 24.3. Upon entry of the termination into force, the remaining Card balance (if any) shall be redeemed, subject to payment of all unpaid fees and charges and deduction of all transactions.

25. DISPUTES

- 25.1. The Cardholder is entitled to submit a claim and thus request VIALET to cancel the Transaction or refund any debited amount if the Transaction has not been approved/authorized by the PIN code or 3D Security parameter, provided always that the Cardholder has not acted carelessly, negligently, fraudulently, illegally, maliciously and the like.
- 25.2. Any dispute and complaint between VIALET and the Cardholder shall be resolved by way of negotiations.
- 25.3. In case VIALET and the Cardholder fail to resolve the dispute or complaint in an amicable way, either party may refer the dispute and complaint to the Bank of Lithuania.
- 25.4. The dispute or complaint that is not resolved by way of negotiations may be referred to and finally settled by the competent courts of the Republic of Lithuania.

26. AVAILABILITY OF CARDS T&C AND PRICE LIST

- 26.1. Effective Cards T&C and Price List are available on the Website.
- 26.2. Upon request, the Cards T&C and applicable Price List can be sent by e-mail to the Client.
- 26.3. Client/Cardholder shall be regarded as having acquainted themselves with the Cards T&C and Price List, including their updated versions/editions, on the day when they (including their updated versions/editions, amendments, changes and supplements) were made available for the first time (e.g. publication on the Website, in the VIALET App and/or communication by e-mail).
- 26.4. VIALET bears no responsibility for the Cardholder's losses and expenses in case the Cardholder has not acquainted themselves with the Cards T&C and applicable Price List, as well as their updated versions/editions, amendments, changes and supplements.

27. CHANGES TO CARDS T&C AND PRICE LIST

- 27.1. VIALET reserves the right to change, amend and supplement the Cards T&C and Price List from time to time and at its absolute discretion.
- 27.2. Updated versions/editions of the Cards T&C and Price List take effect on the date set forth by VIALET.
- 27.3. VIALET shall notify the Client in writing about the changes that worsen the Client's situation or using any other durable medium individually and/or by way of publishing no later than 60 (sixty) calendar days (if the Client is a legal person – 30 (thirty) calendar days) in advance of the enforcement of such changes, excluding the cases when the laws of the Republic of Lithuania establish otherwise. VIALET shall have the right to notify the Client of the changes which do not worsen the Client's situation disregarding the time limits established above in this clause. The establishment of the commission fee for new services shall not be treated as the worsening the Client's situation.
- 27.4. It is considered that the Client has agreed to the changes and accepted them if the Client/Cardholder did not notify VIALET of its non-acceptance of the changes (a new edition) before the changes came into force.
- 27.5. In case of non-acceptance, the Client is entitled to terminate the Agreement before the changes come into force free of charge, otherwise the new edition/version of a relevant document will apply.

- 27.6. VIALET may change the Cards T&C and Price List at any time with an immediate effect or with effect from any date set forth unilaterally by VIALET and without the obligation of notification in the following cases:
- 27.6.1. new services or features are introduced;
 - 27.6.2. changes are required to be made by applicable law or a decision of a regulatory authority;
 - 27.6.3. changes are favorable to the Client;
 - 27.6.4. changes in the security requirements, including limits, correction of mistakes and errors;
 - 27.6.5. visual effects;
 - 27.6.6. structure of documents;
 - 27.6.7. contact information;
 - 27.6.8. working hours and days;
 - 27.6.9. links and references;
 - 27.6.10. titles and names of documents and procedures;
 - 27.6.11. identification information regarding VIALET.

28. PERSONAL DATA

- 28.1. VIALET is entitled to collect, store and process all personal data according to the Privacy Policy available at Website.

29. MISCELLANEOUS

- 29.1. Ownership. The plastic Card shall remain the property of VIALET. The Card is not transferable.
- 29.2. Language. The Cards T&C and Price List in the English language bear the legal power and shall prevail in all and any cases. Any translations are only for convenience purposes and do not have legal power. VIALET and the Cardholder shall communicate in English, unless agreed otherwise.
- 29.3. Governing law and jurisdiction. The Agreement and relations regulated by these Cards T&C shall be governed by and construed in all respects in accordance with the laws of the Republic of Lithuania.
- 29.4. Force majeure. Either party shall not be liable for any delays or failure to perform its obligations under these T&C due to causes beyond its reasonable control. Such delays and failures include, but are not limited to an act of war, hostility, sabotage, act of God, fire, explosion, flood or other natural catastrophe, electrical, internet or telecommunication outage, governmental legislation, acts, orders, or regulation, strikes, actions of acquirers or payment schemes; other event outside the reasonable control of a party.
- 29.5. Severability. If any provision in the Cards T&C is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of the Cards T&C shall not be impaired or affected in any way.
- 29.6. Assignment. VIALET may assign and pledge its rights and obligation under the Agreement, as well as claims against the Client/Cardholder to any third party. If VIALET does so, the Client's/Cardholder's rights will not be affected. The Client may not assign its rights and obligation under the Agreement without the prior consent of VIALET.
- 29.7. Headings. The headings in the Cards T&C are for convenience only and shall not to be considered in connection with the interpretation or enforcement of the Cards T&C.