

Welcome to WALLTER.

Thank you for using our services which are governed by these Terms of Use (the - **"Terms of Use"**).

Please read them carefully.

A copy of our Terms of Use is available for download [PDF] at your convenience.

**To read Wallter UAB Terms of Use, refer to this [section](#) below.**

**To read Wallter Payments Ltd Terms of Use, refer to this [section](#) below.**

**To read Payrnet Ltd Terms of Use, refer to this [section](#) below.**

## **Wallter, UAB Terms of Use**

### **About us**

Wallter, UAB is a company incorporated and existing under the laws of the Republic of Lithuania, legal entity code 304740691, registered address at Lvovo Str. 25-104, LT-09320, Vilnius, Lithuania. Wallter, UAB is authorized Electronic Money Institution holding an Electronic Money institution licence No. 30 issued by the Bank of Lithuania on 13 March 2018 under the Law on Electronic Money and Electronic Money Institutions 2011. Wallter, UAB is a subsidiary of Wallter Payments, Ltd., which is authorized EMD Agent by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 for the distribution and redemption of Electronic money, FCA e-money register number 902019.

### **1. General provisions**

- 1.1. Terms of Use determine the main terms and conditions between you and us, including the opening, use and closure of your WLT Account and other related payment services as referred to herein. Together with our Privacy Policy, and any other terms and conditions referred to therein, they constitute the legal relationship between you and us. For the use of additional services you may have to accept additional terms and conditions as notified to you when you are ordering or using such services. You are advised to print or download and keep a copy of these Terms of Use for future reference. You can always view the current Terms of Use on our Website.
- 1.2. These Terms of Use is a document of significant importance which you must carefully examine.
- 1.3. You are also advised to read the answers to the "Frequently Asked Questions" which are published on our Website.
- 1.4. Depending on the type of WLT Account you have, additional terms and conditions may apply as communicated to you at the appropriate time.

### **2. Key definitions**

**The following terms (as defined below) will have the following meanings when used in the Terms of Use:**

- 2.1. **"Agreement"** - a legal relationship established between us and you, providing a framework for the provision of payment services.
- 2.2. **"Business Day"** - shall mean any day on which banks in Lithuania carry out banking operations.
- 2.3. **"BoL"** - Bank of Lithuania, legal entity code 188607684, a central bank in Lithuania, acting as a supervisory institution in the Republic of Lithuania.

- 2.4. **"Customer Service"** - our customer service, which you can reach by sending a message by email to support@wallter.com or by calling +44 020 3868 0777 or by visiting www.wallter.com.
- 2.5. **"Consent"** - a permission of the WLT Account holder to perform a Payment.
- 2.6. **"Electronic money"** - money credited or transferred to and held on WLT Account for execution of Payment transactions.
- 2.7. **"Fees"** - the charges payable by you to us for using our services as detailed on our Website and subject to change as set forth in these Terms of Use.
- 2.8. **"Merchant"** - any commercial or business entity that (i) accepts cards displaying the MasterCard®/Visa® acceptance symbol as payment (where a card transaction is concerned) or (ii) is validly registered with WLT to accept Transactions from your WLT Account.
- 2.9. **"WLT", "we", "us"** - Wallter, UAB, a company incorporated and existing under the laws of the Republic of Lithuania, legal entity code 304740691, registered address at Lvovo Str. 25-104, LT-09320, Vilnius, Lithuania; Wallter, UAB is authorized Electronic Money Institution by the BoL, holding a license of the Electronic Money Institution No. 30, issued on 13 March 2018.  
The supervisory authority of WLT- the Bank of Lithuania (address: Gedimino pr. 6, LT-01103 Vilnius, Republic of Lithuania, phone: +370 5 2680029, fax: +370 5 2628124, email: info@lb.lt, internet website: www.lb.lt). E-mail address of WLT - support@wallter.com, internet website of WLT https://www.wallter.com (the "Website").
- 2.10. **"WLT Account"** - the Electronic money account you open and maintain through the WLT Website including but not limited to any ancillary services (e.g. prepaid cards).
- 2.11. **"One-Click" money transfer"** - the money transfer service further details of which can be found on the WLT Website.
- 2.12. **"Payment"** - any of the following: (i) any payment made using your WLT Account or card; (ii) the debiting of an amount of electronic money from your WLT Account and the concurrent crediting of such amount to a Merchant account, or other WLT Account holder, as designated by you (including by way of Subscription Billing); or (iii) the crediting of an amount of Electronic money to your WLT Account and the concurrent debiting of a Merchant account, or another WLT Account holder's account;
- 2.13. **"Payment Service"** - any service which is defined as the payment service in the Law of the Republic of Lithuania on Payments and Law on Electronic Money and Electronic Money Institutions.
- 2.14. **"Personal data"** - any information related to the natural (private) person who's identity is known or can be directly or indirectly determined by using personal code (national ID number) and one or more physical, physiological, psychological, economic, cultural or social features specific to the individual.
- 2.15. **"Privacy Policy"** - WLT's policy governing the processing of personal data which is available on the Website, as may be amended from time to time;
- 2.16. **"Strong Customer Authentication"** - means an authentication based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.

- 2.17. **"Subscription Billing"** - a service whereby WLT Account holder requests a regular Payments to be made from his/her/its WLT Account at specified intervals to an online merchant;
- 2.18. **"Terms of Use"** - these WLT Account Terms of Use published on the Website and as may be amended from time;
- 2.19. **"You", "your"** - the natural person or legal entity in whose name the WLT Account is opened and maintained;

### 3. Opening Your WLT Account

- 3.1. In order to use our Payment Services, you must first open a WLT Account by registering your details on our Website. As part of the sign-up process you will need to accept these Terms of Use and our Privacy Policy and you must have legal capacity to accept both. If you order additional services, you may be asked to accept additional terms and conditions.
- 3.2. When registering on our Website, the WLT Account is personal and created only for you or your representatives.
- 3.3. If you are an individual, you must be 18 years or older to use our services. By opening a WLT Account, you declare that you are 18 years or older. This does not apply to products for which we set a different age limit. We may require at any time that you provide evidence of your age.
- 3.4. You may only open one WLT Account unless we explicitly approve the opening of additional accounts.
- 3.5. You may only open a WLT Account if it is legal to do so in your country of residence. By opening a WLT Account, you represent and warrant to us that opening of a WLT Account does not violate any laws or regulations applicable to you. You shall indemnify us against any losses we might incur in connection with your breach of this section.
- 3.6. All information you provide during the sign-up process or any time thereafter must be accurate and truthful. You confirm that you have provided the correct data when registering in the system and, if there is a need in changing or adding data, you shall submit correct data only. You will bear any losses that may occur due to submission of invalid data.
- 3.7. You may only add payment instruments (such as bank accounts, credit cards or debit cards) to your WLT Account if you are the named holder of that payment instrument. We take any violation of this requirement very seriously and will treat any attempt to add a payment instrument of which you are not the named holder as a fraudulent act.
- 3.8. During sign-up you will be asked whether you intend to use your WLT Account for private or commercial purposes. If you have any intention to use your WLT Account for commercial purposes, you must tell us, even if you use it also for private purposes. If you have stated that you will use your WLT Account for private purposes only, you must tell us immediately by contacting Customer Service before, at any point in the future, you use it for commercial purposes. You are using your WLT Account for commercial purposes if you are receiving payments for or in connection with any business activity. We reserve a right to determine whether, in our reasonable opinion, you are using your WLT Account for commercial purposes. If you are using your WLT Account for commercial purposes, in addition to these Terms of Use, you shall be bound by our WLT Merchant Terms and Conditions and you shall pay Fees as shown on our Merchant Fee Page. If you are in any doubt about whether or not an activity amounts to a commercial activity, you should contact Customer Service.
- 3.9. You may close your WLT Account at no cost by contacting Customer Service; however, if you have uploaded funds into your WLT Account, you may be required to provide identification documents before being able to withdraw funds.

Transactions and Fees for transactions undertaken before you close your WLT Account (including those transactions that are not revocable and have been initiated but not completed before closure of your WLT Account) will not be refunded.

- 3.10. It is essential for us to know the identity of you, to whom we provide Payment Services, therefore, in our business, we follow the principle "Know Your Customer". To this end, we have to take all relevant, targeted and proportionate measures to determine whether you are acting in your own name or are under control, and to identify the beneficial owner, and to identify your representatives where you are acting through a representative.
- 3.11. You agree to supply information reasonably requested by us as soon as possible, but no later than within the period specified in our request. You warrant that the information provided is accurate and valid and that it does not breach any laws or regulations.
- 3.12. You agree that WLT independently or through third parties shall be entitled to obtain or verify information, data or documents, as well as perform your or related persons identification for the purpose of provision of the Payment Services, as well as to involve third parties to partially or fully execute Payments or provide Payment services or services related thereof in accordance to these Terms of Use and applicable law requirements.
- 3.13. By opening WLT Account, you confirm and warrant that you or your affiliates (if applicable):
  - 3.13.1. are not owned or controlled by any individual or entity subject to any sanctions administered or enforced by the United States, including the United States Department of the Treasury's Specially Designated Nationals and Blocked Persons List and Sectoral Sanctions Identifications List maintained by the United States Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union and the relevant sanctions authorities of each of its member states, including the United Kingdom's HM Treasury, or other relevant sanctions authority; and
  - 3.13.2. are not located, organized, or resident in Cuba, Iran, North Korea, Syria, or the Crimea Region of Ukraine, or owned or controlled by any individual, entity or government in those countries or regions.

Any breach of this section is a material breach of this Agreement and is grounds for immediate termination.
- 3.14. The Agreement shall be valid for unlimited term, unless otherwise established herein.

#### **4. Your WLT Account**

- 4.1. Your WLT Account is an Electronic money account which enables you to send and receive electronic payments and perform other operations that are directly related to money transfers.
- 4.2. Electronic money held on WLT Account is not a deposit and we do not in any circumstances, pay any interest for Electronic money held on the WLT Account and do not provide any other benefits associated with the time period the Electronic money is stored.
- 4.3. The Electronic money on your WLT Account is issued, distributed and redeemed in accordance with the European Electronic Money Directive (Directive 2009/110/EC of 16 September 2009) and the relevant national legislation of the Republic of Lithuania.
- 4.4. Your WLT Account is denominated in a currency of your choice, as selected by you from the available currencies provided in the Website. You cannot change the currency of your WLT Account once you have attempted to process a payment.

- 4.5. The Electronic money held on your WLT Account does not expire and it will not earn any interest.
- 4.6. You have the right to withdraw funds from your WLT Account at any time. However, you may be required to confirm your identity beforehand. There is no minimum withdrawal amount but the funds on your WLT Account must be sufficient to cover any applicable withdrawal fee. You can choose the method of withdrawal when submitting your withdrawal request.
- 4.7. The Electronic money on the WLT Account belongs to the person or legal entity which is registered as the WLT Account holder. No person other than the WLT Account holder has any rights in relation to the funds held in a WLT Account, except in cases of succession. You may not assign or transfer your WLT Account to a third party or otherwise grant any third party a legal or equitable interest over it.
- 4.8. Your WLT Account may be subject to upload, payment and withdrawal limits, depending on your country of residence, the verification status of your WLT Account and other factors used by us to determine such limits from time to time at our sole discretion.
- 4.9. We will ensure the more secure authentication (Strong Customer Authentication) is applied when you access your WLT Account online. Strong Customer Authentication will be also applied while you initiate an electronic payment transaction or carry out any action through a remote channel which may imply a risk of payment fraud or other abuses.

## **5. Maintaining Your WLT Account**

- 5.1. When a WLT Account is opened for you, you shall be entitled to manage the WLT Account by electronic computerized communication tools by logging into your WLT Account with your e-mail and a password.
- 5.2. You must ensure that the information recorded on your WLT Account is always accurate and up to date and we shall not be liable for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence.
- 5.3. We may contact you by e-mail or in other ways described in section 21 with information or notices regarding your WLT Account. It is your responsibility to regularly check the proper functioning of your e-mail account or other methods of communication that you have registered with your WLT Account and to retrieve and read messages relating to your WLT Account promptly. We shall not be liable for any loss arising out of your failure to do so.
- 5.4. Fund uploads, payments received, payments sent and fund withdrawals are displayed in your online transactions history together with the Fees charged. Each transaction is given a unique transaction ID and shown in the transaction history. You should quote this transaction ID when communicating with us about a particular transaction. You should check your WLT Account balance and transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting Customer Service.

## **6. Closing Your WLT Account**

- 6.1. You may close your WLT Account at any time by contacting Customer Service by providing a written notification of the termination no later than 30 (thirty) calendar days in advance of its termination.
- 6.2. If your WLT Account holds a balance at the time of its closure, we will ask you to withdraw your funds within a reasonable period of time, during which your WLT Account will be accessible for the purpose of withdrawing the remaining balance only.

After the expiry of this period you will not be able to access your WLT Account but you may withdraw any remaining funds by contacting Customer Service and requesting that the funds are sent to you in a manner that is reasonably acceptable for us.

- 6.3. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorizing any withdrawal of your funds, including in relation to returning any funds to you after you have closed your WLT Account.

## 7. Use of Payment Services

- 7.1. You can upload funds by visiting the Website, logging into your WLT Account and following the relevant upload instructions. You may be presented with a number of different upload methods, depending on which payment instruments you have added to your WLT Account and which payment methods are available in your country of residence. Upload methods are Payment Services provided by third party financial institutions (for example, the issuer of the payment card you use to upload funds or third party direct banking service providers) and are not part of our service. We do not guarantee the use of any particular upload method made available, and may make changes to or discontinue the acceptance of any particular upload method at any time without following the procedure set out in section 17. We shall not be responsible for the upload payment until the uploaded funds are received by us. For the avoidance of doubt the issuance of Electronic money is vested in WLT only that will issue it to your WLT Account.
- 7.2. You may be asked to answer security questions or to complete other activities that we may reasonably require to ensure proper authorization of an upload transaction.
- 7.3. If you choose an upload method using a payment instrument that may be subject to chargeback rights such as (but not limited to) credit or debit card, direct debit or wire transfer, you declare that you will not exercise such chargeback right other than for unauthorized use of the payment instrument or for a breach by us of these Terms of Use which would result in you having a right to a refund of the uploaded amount. Otherwise, you may not charge back any upload transaction or allow a chargeback of any upload transaction for reasons for which we are not responsible including (but not limited to) disputes with Merchants for non-delivery of goods or services or insufficient balance on the payment instrument account. We reserve the right to charge you Fees and expenses we incur in connection with such chargeback and any action undertaken to challenge the same.
- 7.4. Some online Merchants may offer goods or services which can be paid for using Subscription Billing. This means that a Payment will be deducted from your WLT Account at regular intervals. The amount of the Payment and the intervals at which the Payment will be deducted is determined by the relevant Merchant. Subscription Billing is an arrangement between you and the relevant Merchant. If you wish to amend or cancel your Subscription Billing Payment or have any query or dispute concerning your Subscription Billing Payment, you may only do this by contacting the Merchant directly and the terms and conditions set by the Merchant will apply. Once you have contacted the Merchant you should inform us. We are unable to cancel or amend Subscription Billing Payments without the consent of the Merchant. You should not cancel or otherwise reverse a Subscription Billing payment without contacting the Merchant first. We will not be liable for any Subscription Billing Payment that is deducted from your WLT Account before you have notified the Merchant of the cancellation. You will not be able to cancel a Payment that has already been made to a Merchant.
- 7.5. It is your responsibility to ensure that your WLT Account has sufficient funds to make each of the Payments you have agreed to make using Subscription Billing. We shall not be

liable for any Fees, charges or fines you may incur as a result of there being insufficient funds in your WLT Account to meet your obligations under a Subscription Billing arrangement. If your WLT Account goes into a negative balance, as a result of such payment(s) or otherwise, you will be liable to repay such amount to us and the terms of paragraph 7.7. shall apply. A payment made by way of Subscription Billing is a "Payment" as defined in these Terms of Use and the normal Fees will be applied to each Payment.

- 7.6. Automatic money transfers on a regular or recurring basis are not provided as part of the WLT "One-Click" money transfer where the recipient does not have a WLT Account and therefore paragraphs 7.4 and 7.5 shall not apply to that service.
- 7.7. If a chargeback or reversal of an upload transaction results in a negative balance in your WLT Account, you will be required to repay such negative balance by uploading sufficient funds into your WLT Account. Failure to do so is a breach of these Terms of Use. Repayment of the negative balance is due immediately without notice. We reserve the right, at any time, to send you reminders or to take other debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.
- 7.8. Uploaded funds will be credited to your WLT Account after the funds have been received by WLT. Some upload transactions, such as those by credit or debit card, direct debit or direct banking will be credited to your WLT Account immediately, but are subject to reversal in case the actual funds do not reach us within a reasonable time in which case we will deduct such reversed transaction from the balance of your WLT Account. If your WLT Account balance is insufficient, we reserve the right to require repayment from you.
- 7.9. For the purposes of an upload transaction through a payment instrument, we are a payment recipient and not a Payment Service provider.
- 7.10. You must not make an upload through a payment instrument if you are not the named holder of that payment instrument. We take any violation of this requirement very seriously and will treat any attempt to use a payment instrument of which you are not the named holder as a fraudulent act. Without prejudice to claiming further damages, if we are required to return funds uploaded from a payment instrument that is not in your name, we may charge an administration fee per upload return.
- 7.11. Uploads may be subject to upload limits due to security and legal requirements. These limits are set dynamically depending on your verification status and the upload method you want to use. You should be aware that depending on your verification status your upload limits may be higher than your withdrawal or spending limits. You can view these limits at any time in the relevant section of your WLT Account profile.
- 7.12. Uploads are subject to upload Fees and currency conversion Fees depending on which upload method and payment instrument is chosen. Please see section 12 for the details.
- 7.13. The Agreement or other documents (e.g., requests, applications, questionnaires) may establish a maximum limit of costs for payment transactions executed using a payment instrument.
- 7.14. You can place a transfer order for internal payment transaction at any time, even on nonbanking day. Internal payment transactions shall be processed automatically upon placing, without unnecessary delay.
- 7.15. External payment transactions made on the basis of your transfer order given on the Business Day shall be processed on the day when the order is given.
- 7.16. You will have an access to information on transactions and balances on your account in electronic form, i.e. through the designated WLT Account.

- 7.17. We shall supply statements of accounts in paper form and on physical media at your request, after the Fee is paid. You are entitled to get the statements of accounts in paper form or other durable medium for free in case of termination the agreement. You may use this right only if you and we had contractual relationship more than 36 (thirty-six) months before termination of agreement as well as you may refuse to get statements of accounts if the you provide the notice within refusal of such right in written to the us.

## **8. Sending Payments**

- 8.1. To send a Payment you are required to authorize the payment with your login details and password. We may also ask you additional security questions relating to you or your WLT Account. If your WLT Account is protected by additional security measures such as password tokens, you need to follow the instructions provided to you with such additional security measures. If your WLT Account is enabled to make mass payments, the procedure to make such payments will be communicated to you in the relevant integration manual. By filling payment order and submitting it for execution, confirming it by electronic signature, login details and password, codes and / or other identity verification means you electronically confirm yours Consent to execute the payment order.
- 8.2. The Payment transaction is considered authorized only if you provide a Consent.
- 8.3. The Consent must be submitted prior to execution of Payment transaction.
- 8.4. very recipient of a Payment you wish to send through us must have a valid means that we can use for their identification. For most of our services that means of identification will be a valid e-mail address but other means of identification may be required for our other services (for example for the WLT "One-Click" money transfer, we may require you to provide us with the recipient's mobile telephone number or we may ask for a valid passport and utility bill).
- 8.5. If you are asked to provide details of the recipient's e-mail address or other means of identification, where applicable, you must take great care to properly type the exact details of who you wish to send money to. We use those details as the unique identifier to determine the intended recipient of the payment which you instruct us to process. Other information you provide along with the recipient's means of identification may be disregarded and we shall not be liable for any error you make when entering the recipient's means of identification. If you send funds to the wrong account or identify a payment incorrectly, you shall have no entitlement to corrective settlement, nor to damages or other compensation from us. A fee may be applicable to incomplete transaction which require additional administrative manpower.
- 8.6. If the e-mail address of the intended recipient is registered with us, the funds will be instantly credited to the WLT Account associated with that e-mail address. Once funds are credited to the recipient's WLT Account, the transaction becomes irreversible.
- 8.7. If the recipient's e-mail address is not registered with us, the funds if executed in euro in the Republic of Lithuania will be credited to the recipient's account on the same Business Day, provided that the point in time of receipt of the payment order is that Business Day by 12 p.m. Where the time of receipt of the payment order is after 12 p.m., we will ensure that the funds are credited to the recipient account at the latest by the end of the next Business Day. The time limit of execution of the payment transactions in the Republic of Lithuania and to other Member States in the currencies of Member States outside the euro area shall not exceed 4 (four) Business Days.
- 8.8. To provide a money transfer using our WLT "One-Click" money transfer, we may use third party intermediaries to complete the money transfer to a recipient if the recipient

does not have a WLT Account. Therefore, when providing this service the funds will be instantly credited to the WLT Account of the relevant intermediary. That intermediary shall then be responsible for ensuring the onward transmission of the payment to the recipient. As a consequence, sections 8.6 and 8.7 shall not apply to the WLT "One-Click" money transfer. Our obligations under these Terms of Use for the onward transmission of funds shall be complete once such funds have been credited by us to the WLT Account of the relevant intermediary. As a consequence, once such credit has been made by us, we shall not be responsible for the onward transmission of such funds by that intermediary.

- 8.9. You can make recurring payments by setting up a recurring payment order on your WLT Account.  
You can cancel your recurring payment order for future payments at any point by logging into your WLT Account and deleting it. You will not be able to cancel transactions that have already been credited to the recipient. Automatic money transfers on a regular or recurring basis are not provided as part of the WLT "One-Click" money transfer where the recipient does not have a WLT Account and therefore this paragraph shall not apply to that service.
- 8.10. Provided that you are a payer, the payment ordered is considered received by us on the day of its reception, or, if the moment of reception of the payment order is not a Business day, the payment order is considered received on the nearest Business Day.
- 8.11. Payments are subject to payment limits due to security and legal requirements. These limits are set dynamically depending on your verification status. You can view these limits at any time in your WLT Account profile. You should ensure that your limits are sufficient to cover the payment you intend to make as well as any applicable Fees including service fees and currency conversion fees. You should be aware that the recipient of a payment may also be subject to spending and withdrawal limits and that this may affect the recipient's access to the funds you intend to send.
- 8.12. Sending payments is subject to fees and currency conversion fees depending on the type of payment you make and the type of WLT Account you hold. Please see section 12 for details.

#### **Conditions of refunding to you of the amounts of automatic payments and payment transaction initiated by or through the payee**

- 8.13. Where a payment transaction is initiated by or through the payee in the context of a card-based payment transaction and the exact amount is not known at the moment when you give consent to execute the payment transaction, we might reserve funds on our WLT Account only if you have given consent to the exact amount of the funds to be reserved.
- 8.14. We shall release the funds reserved on your WLT account under section 8.14 of these Terms of Use without undue delay after receipt of the information about the exact amount of the payment transaction and at the latest immediately after receipt of the payment order.
- 8.15. You shall have the right to recover from us the full amount of already executed automatic payment or of the authorized and executed payment transaction initiated by or through the payee (hereinafter automatic payments and other payment transactions referred to in this paragraph - Transactions) within eight weeks of the date on which the funds were debited from the your WLT Account and we must refund to you the full amount of the executed payment transaction within ten working days provided that both of the following conditions are met:
- 8.15.1. when authorizing a Transaction its precise amount is not specified;

- 8.15.2. the Transaction amount exceeds the amount which could have been reasonably expected by you considering your previous expenditure, agreement conditions and other circumstances, except for the circumstances relating to the exchange of currency, where the exchange rate agreed between you and us was applied during the execution of the Transaction.
- 8.16. We may request you immediately to provide information about the existence of the conditions specified in section 8.14.1. - 8.14.2 of these Terms of use.

## 9. Receiving Funds

- 9.1. If you receive funds into your WLT Account, we will send you a notification e-mail and display the payment as a "Receive Money" transaction in your transaction's history. You should regularly reconcile incoming payments with your own records.
- 9.2. You should be aware that receipt of funds to your WLT Account does not necessarily mean that these transactions cannot be reversed. We reserve the right to reverse a payment in case the payer or the payer's bank or Payment Service provider has charged back or otherwise reversed (or is reasonably likely to charge back or otherwise reverse) an upload or other payment which was used to fund the payment to you.
- 9.3. If a person received a payment notification from us indicating that someone has sent them funds to an e-mail address that is not registered, they will be credited in accordance with the time lines set in paragraph 8.7.
- 9.4. You can request a payment from someone by using the "Receive Money" service within your WLT Account. You must only use this service for undisputed amounts that a person owes you and that are due for payment in full. You may not use this service more than once for the same payment you request. This service may not be used as a debt collection or enforcement tool. If the person that owes you the payment asks you not to use WLT "Receive Money" service to request payment from them, you must comply with this request regardless of the merits of your claim. When using this service, you must ensure that you have the right to contact the person you are claiming from. You are strictly prohibited from requesting money by using the "Request Money" service within your WLT Account from someone that:
- does not owe you the amount requested;
  - would be ineligible to open a WLT Account (e.g. minors); or
  - has not given or has withdrawn his or her consent to receive a request for payment via the "Request Money" service, and we shall have the right to claim any damages or losses arising out of your breach of this section.
- 9.5. The receipt of payments is subject to fees and currency fees, depending on the type of payment you receive and the type of WLT Account you have. Please see section 12 for details.
- 9.6. If the we credit an incoming payment to your WLT Account and is later contacted by the payer's Payment Service provider with a request for the return of the funds, we shall contact you in this regard. If you agree to return the funds, the funds shall be deducted in full amount from your WLT Account. If you do not agree to return the funds, the payer's Payment Service provider shall be contacted and informed that the request has been rejected and your identification data shall be sent to the payer's payment service provider.
- 9.7. We shall return the funds credited to your WLT Account to the payer's Payment Service provider or to another institution/authority if it is required to do so under the enforceable decision of a court, state authority, public administration authority, or under the applicable legal regulations. Exchange rate differences, if any, shall be borne

by the person who is responsible for the incorrect transfer order or for incorrect settlement.

## 10. Prohibited Transactions

10.1. It is strictly forbidden to send or receive payments as consideration for the production, sale or supply of:

- Cash and Check Handling: Check Cashing, Deposit Taking, Cash Transfer
- Multi-level marketing, financial pyramid selling or Ponzi schemes, matrix programs or other "get rich quick" schemes
- Unlicensed or illegal lotteries, gaming or gambling services (including without limitation the use of or participation in illegal gambling houses)
- Any industry known to be an illegal industry in its local jurisdiction, in the UK or in Lithuania
- Illegal Drugs and Narcotics, including Cannabis in all forms, Drug paraphernalia
- Items which encourage or facilitate illegal activities
- The sale or distribution of stolen goods (including digital and virtual goods), counterfeit goods and violation of intellectual property, or items that violates individual privacy (revenge porn), Satellite and cable TV descramblers
- Operating a business that requires a license or special permit without obtaining such license
- Production of Violent content, material which incites violence, hatred or racism
- The sale of Nutra – off the counter and/or prescribed medicine
- Production or Distribution of Offensive Weapons: Ammunition, Firearms, Explosives, Complex Weapons (i.e. guided missiles), Poisons
- Psychic services
- Selling, hosting, distributing, producing or promoting offensive materials, including materials that incites or promotes racial hatred or discrimination based on gender, race, religion, national origin, physical ability, sexual orientation, or age
- Transactions involving Human Organs
- Prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services
- Unregistered charity services
- Timeshares or property reservation payments (On and Off Plan)
- Sanctioned individuals and entities

We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to these Terms of Use or an acceptable use policy published on the Website.

10.2. It is strictly forbidden to make payments to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your WLT Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your WLT Account for or in connection with illegal gambling transactions. Countries where online gambling is illegal include the United States of America, Turkey, China, Malaysia and Israel. This list is not exhaustive, and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.

- 10.3. You may not use our services if you are residing in any of the following countries: Afghanistan, Cuba, Iran, Iraq, Ivory Coast, Liberia, Myanmar, North Korea, North Sudan, Somalia, South Sudan, Syria or Yemen. This list is not exhaustive, and we may in our sole discretion decide to discontinue or restrict our services in other countries at any time and without prior notice. We reserve the right to suspend or terminate your WLT Account at any time if we reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.
- 10.4 It is strictly forbidden to use your WLT Account for any illegal purposes including but not limited to fraud, terrorism and money laundering. We will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using your WLT account in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides.
- 10.5 You may only accept payments for certain categories of business after approval from us in our sole discretion. Such business categories include but are not limited to:
- money exchange or remittance businesses, including but not limited to bureaux de change, currency exchanges and purchase of travel money;
  - the collection of any form of donations or payments to charitable or not-for-profit organizations;
  - dealing in natural resources such as jewels, precious metals or stones;
  - live streaming;
  - the sale or supply of alcoholic beverages;
  - the sale or supply of dietary supplements and alternative health products;
  - any other business category published in an acceptable use policy on the Website from time to time.

In case you are in doubt whether your business falls under any of the above categories, you must contact Customer Service. We reserve the right in our sole discretion, to add business categories requiring approval by adding such categories either to these Terms of Use or an acceptable use policy published on the Website.

- 10.6. If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this section or without the necessary approval under paragraph 10.5, we reserve the right to:
- reverse the transaction; and/or
  - close or suspend your WLT Account; and/or
  - report the transaction to the relevant law enforcement agency; and/or
  - claim damages from you; and
  - charge you an administration fee in case we apply any of the above.
- 10.7. It is your and not our responsibility to ensure that you only send Payments to or receive Payments from persons or entities for the sale or supply of goods and services that you may provide or receive in compliance with any applicable laws and regulations. The mere fact that a person or entity accepts Payments through us is not an indication of the legality of the supply or provision of their goods and services. If you are in doubt as to the legality of a supply or purchase, you should not continue with your Payment.

## **11. Withdrawing Funds**

- 11.1. You can request a withdrawal of all or part of the funds held in your WLT Account at any time. To do this you must log into your WLT Account and select a withdrawal

method and enter the amount to be withdrawn. Withdrawal methods are Payment Services provided, at least in part, by third party financial institutions (for example, the bank where you hold a bank account). We do not guarantee the availability of any particular withdrawal method and may make changes to or discontinue a particular withdrawal method at any time without following the procedure set out in section 17 as long as there is at least one withdrawal method available to you. Where the withdrawal payment is received by you through the involvement of a Payment Service provider (such as the bank where you hold a bank account), we shall not be responsible for the withdrawal payment once the withdrawn funds are received by your Payment Service provider.

- 11.2. Your WLT Account is subject to withdrawal limits. These limits are adjusted dynamically depending on the type of identification documentation we hold on you. You can view your withdrawal limits at any time in your WLT Account profile. Before uploading any funds into your WLT Account, you must ensure that your current withdrawal and spending limits meet your withdrawal and spending requirements as we legally cannot allow you to exceed these limits.
- 11.3. If your withdrawal request exceeds the current limit, we may decline your request and instead require you to send us documents verifying your identity and address prior to allowing a withdrawal of funds or to otherwise cooperate with us to verify your identity.
- 11.4. Withdrawals are subject to withdrawal fees and currency conversion fees depending on which withdrawal method and payment instrument is chosen. Please see section 12 for details.
- 11.5. For the purposes of a withdrawal transaction, we are a payer and not a Payment Service provider.
- 11.6. You must not make a withdrawal to a bank account or other payment instrument if you are not the named holder. We take any violation of this requirement very seriously and will treat any attempt to use a payment instrument of which you are not the named holder as a fraudulent act. Without prejudice to claiming further damages, if we are required to investigate a withdrawal to a payment instrument that is not in your name, we may charge an administration fee.
- 11.7. You must ensure that the payment details you enter when withdrawing funds are correct and complete. We will not be liable for withdrawn funds being sent to the wrong payment instrument where this is due to you providing incorrect payment details. When withdrawing to a bank account, you must ensure that the account number, sort code, IBAN and/or BIC/SWIFT are correct. If you have withdrawn funds to the wrong payment instrument, you may request that we assist you in reclaiming the funds, however, we will charge you an administration fee for doing so and we cannot guarantee that the reclaim efforts will be successful nor assume any liability thereof.

## **12. Fees, Interest, Currency Exchange, Provision of Information**

- 12.1. WLT shall charge depending on whether you are using your WLT Account for personal or commercial purposes.
- 12.2. Transaction related Fees can be viewed at any time in the "Fees" section of our Website.  
Additional Fees apply to WLT Accounts used for commercial purposes in accordance with the applicable terms and conditions referred to in paragraph 3.8 above. You should print or download and keep a copy of the "Fees" section together with a copy of these Terms of Use. For clarity, the "Fees" section forms an integral part of these Terms of Use. Fees are subject to change in accordance with section 17.

- 12.3. For every currency conversion, we will apply our current wholesale exchange rates which are available online in the Currency Conversion Fees section of the "Fees" page and which are updated on a regular basis throughout the day. Changes in these exchange rates may be applied immediately and without any notice. In addition, we will apply a foreign exchange fee, which is also displayed in the "Fees" section of the Website and which is expressed as a percentage applicable in addition to the transaction fee.
- 12.4. Our Fees are either expressed as a percentage of the transaction or as a fixed amount in EUR or other currency as determined on WLT website. Where fixed fee amounts are displayed in a currency other than EUR, this is for information purposes only.
- If Fees are deducted from a balance or a transaction denominated in a different currency, the EUR fee amount will be converted into an equivalent fee in that other currency based on the WLT wholesale exchange rates applicable at the time and available under the "Currency Conversion Fees" section of the "Fees" section and then deducted. We will not apply a foreign exchange fee on currency conversions of Fees.
- 12.5. Fees payable by you will be deducted from your WLT Account balance and you hereby authorize us to do the same. Transaction fees will be charged when the transaction is executed. If your WLT Account balance is insufficient to cover the Fees, we may refuse to execute the payment. Reversal or chargeback fees will be deducted when incurred.
- 12.6. If the deduction of Fees results in a negative WLT Account balance, you will be required to repay such negative balance by uploading sufficient funds into your WLT Account. Failure to do so is a breach of these Terms of Use. Repayment of the negative balance is due immediately without notice, however, we reserve the right at any time to send you reminders that you need to upload funds or to take other debt collection measures including but not limited to instructing a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you expenses (including attorney fees) we have reasonably incurred in connection with any debt collection or enforcement efforts.
- 12.7. No interest shall be paid on the balance in the WLT Account.
- 12.8. Your transactions may be subject to currency conversions. If you make a payment from your WLT Account denominated in one currency to a WLT Account denominated in another currency, you will be asked to either make the payment in the currency of your WLT Account or in another currency. If you choose the currency of your WLT Account, then the recipient will pay the fee for the conversion into the currency of his or her WLT Account. If you choose the currency of the recipient's WLT Account, you will pay the fee for the currency conversion into the currency of the payment. If you choose a currency that is neither the currency of your WLT Account nor the currency of the recipient's WLT Account then you will pay the fee for the conversion into the currency of the payment, and the recipient will pay the fee for the conversion of the payment currency into the currency of his or her WLT Account.
- 12.9. We shall have the right to unilaterally change the Fees specified above.
- 12.10. We shall notify you about the changes (e.g. increase of the transaction fees) which worsen your situation in writing or using other media no later than 60 calendar days in advance of the enforcement of such changes. We shall have the right to notify you about the changes which do not worsen your situation disregarding the time limits established above in this paragraph. Establishment of new fees regarding transactions for new services shall not be treated as the worsening of your situation. The notice regarding changes shall be delivered personally or by way of publishing (e.g. on the Website), unless legal acts specify otherwise. A notice communicated by the way of

publishing shall be considered as due notification of you of the unilateral change in the Fees.

- 12.11. You may agree or disagree with such changes prior to the proposed enforcement date of such changes.
- 12.12. It shall be considered that you agree with such changes and they shall enter into force on the specified enforcement date, if prior to the day of their enforcement you do not notify us of his disagreement with the changes.
- 12.13. If you disagree with the aforementioned changes proposed by us, you shall have the right to terminate the contractual relationship with us which is directly related with such changes by notifying us in writing prior to the day on which the application of such changes.

### **13. Your Data**

- 13.1. The processing of your data is governed by our Privacy Policy which can be found on our Website. By accepting these Terms of Use, you also agree to the terms of our Privacy Policy. You should print and keep a copy of the Privacy Policy together with these Terms of Use.
- 13.2. As a default, you may receive e-mail newsletters that will inform you about new product features, events, promotions, special deals etc. By accepting these Terms of Use, you agree to receive such e-mail newsletters on a regular basis. If you do not wish to receive any newsletters from us, you can opt out at any time by logging into your WLT Account and changing the appropriate setting in your WLT Account profile. You can also opt out of receiving newsletters by contacting Customer Service. Any e-mail newsletter you receive will also give you the option to unsubscribe from any future newsletter.

### **14. Keeping Your WLT Account Safe**

- 14.1. You must take all reasonable steps to keep your WLT Account password safe at all times and never disclose it to anyone. Our personnel will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your password, other than the WLT Website or a WLT payment gateway on a merchant website, should be reported to us. If you are in doubt whether a website is genuine, you should contact Customer Service. It is advisable to change your password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to your WLT Account. We also advise you not to choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. You must never allow anyone to access your WLT Account or watch you accessing your WLT Account.
- 14.2. If you have any indication or suspicion of your WLT Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorization or otherwise compromised, you are advised to change your password. You must contact Customer Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of your WLT Account, login details, password or other security features. Any undue delay in notifying us may not only affect the security of your WLT Account but may result in you being liable for any losses as a result. If you suspect that your WLT Account was accessed by someone else, you should also contact your local police and report the incident.
- 14.3. We may block you WLT Account and / or payment instrument:
  - 14.3.1. For objectively justified reasons relating to the security of funds available on the WLT Account and/ or security of the payment instrument, suspected unauthorized or fraudulent use of funds available in the WLT Account.

- 14.3.2. In the event of your default on the terms and conditions of the Agreement;
- 14.3.3. Where we find out that the payment instrument has been stolen or lost in any other manner, suspect or obtain information about illegal acquisition of the payment instrument or unauthorized use thereof as well as about the facts or suspicions that personalized security data of the payment instrument has become known or might be used by third parties, or where we have reasonable suspicions that funds available in the WLT Account and / or the payment instrument might be illegally used by third parties or that the WLT Account and / or the payment instrument might be or has been used for illegal activities;
- 14.3.4. In the cases provided for by the legal acts of the Republic of Lithuania.
- 14.4. In the cases provided for in paragraph 14.3., we shall notify you in the manner specified in paragraph 21. about the blocking of the WLT Account or payment instruments and about the reasons for such blocking, doing our best to notify you before the blocking and no later than immediately after the blocking, except in the cases when the provisions of such information would impair the safeguards or is prohibited by legal acts.
- 14.5. The WLT Account and / or the payment instrument shall be blocked at your initiative when you submit the respective request to us in written or any other manner provided in the section 21. We shall have the right to require that your verbal request to block the WLT Account and / or payment instrument later is confirmed in written or in any other manner acceptable to us. If you request to block the WLT Account and / or payment instrument is given to us verbally, we for the purpose of identification of the person submitting such request shall have the right to ask him questions about your details available to us. If we have reasonable doubts that the aforementioned request was submitted not by you, we shall be entitled to refuse to block the WLT Account and / or payment instrument. In such cases, we shall not be held liable for losses which might arise from the non-fulfilment of the aforementioned request.
- 14.6. We shall cancel the blocking of the WLT Account and / or the payment instrument when the reasons for the blocking cease to exist, when the blocking was initiated by you, and when we receive your respective written request. We shall have the right to replace the blocked payment instrument by a new one.
- 14.7. We shall not be held liable for your losses incurred as a result of blocking of the WLT Account and/ or the payment instrument and shall not pay to you the penalty, where such blocking has been performed in observance of the procedure established.
- 14.8. You must take all reasonable care to ensure that your e-mail account(s) are secure and only accessed by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your WLT Account. In case any of the email addresses registered with your WLT Accounts are compromised, you should without undue delay after becoming aware of this contact Customer Service and also contact your e-mail service provider.
- 14.9. Irrespective of whether you are using a public, a shared or your own computer to access your WLT Account, you must always ensure that your login details are not stored by the browser or cached or otherwise recorded. You should never use any functionality that allows login details or passwords to be stored by the computer you are using.
- 14.10. Additional products or services you use may have additional security requirements and you must familiarize yourself with those as notified to you.

**Notifications regarding unauthorized or incorrectly executed payment transactions**

- 14.11. You must, at least once a month, check the information about payment transactions executed in you WLT Account. In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.
- 14.12. You must notify us of unauthorized or incorrectly executed payment transaction as well as any other mistakes, inconsistencies or irregularities in the statement. The notification must be submitted immediately (within 5 (five) Business Days of finding out about the circumstances mentioned in this paragraph) and in any case no later than within 13 (thirteen) months after debit date.
- 14.13. Where you fail to notify us of unauthorized or incorrectly executed payment transactions within the time limit established above, it shall be considered that you have unconditionally confirmed payment transactions executed in your WLT Account.
- 14.14. At your request, if you have notified us of unauthorized use of the payment instrument, submitted no later than within 18 (eighteen) months of the submission of such notification, we shall provide in writing or in other durable medium the confirmation of the time of the receipt of such notification.

## **15. Liability for Damage**

- 15.1. If the contractual conditions are violated by you or us, the aggrieved party shall be entitled to compensation for damage based on the applicable legal acts, unless the other party proves that the obligations have been violated in circumstances excluding liability, legal facts referring to extraordinary, unpredictable and independent event that has caused damage (unless the Agreement stipulate expressly otherwise).
- 15.2. Circumstances excluding our liability comprise the following events: civil unrest in various forms, fire, flood, terrorist attack, or hacker attack; power supply outage (full or partial); interruption, outage or disruption in computer system operation (hardware or software) or in communication services on your side or third parties or by you or third parties; any technical breakdown on your side in communication with us; any other extraordinary event, catastrophe, or extraordinary restrictions or instructions making it impossible to obtain the necessary permits in time, which directly or indirectly relate to the individual performances under the Agreement; or any other obstacle occurring independently of our will and preventing us from discharging our obligations.

### **Your liability for unauthorized use of the payment instrument and liability of the us for unauthorized payment transactions**

- 15.3. When you are consumer or a natural person engaged in economic-commercial or professional activities and you deny that you have authorized the executed payment transaction or claims that the payment transaction was executed incorrectly, we shall have the duty to prove that the payment transaction was authenticated, properly registered, entered into accounts and was not affected by technical or other failures or other irregularities of the service provided by the us.
- 15.4. Upon receipt of a respective notice from you within time limits specified above or having established that the payment transaction has not been authorized by you, we shall, without undue delay, but no later than by the end of the next Business Day, return you the amount of such unauthorized payment transaction and restore the balance of the WLT Account from which the amount was debited which could have existed if such unauthorized payment transaction would not have been executed, unless we have reasonable grounds to suspect fraud. The notice referred to in this paragraph shall be submitted by 4:30 pm of our Business Day. The notice submitted after this hour shall be considered to be received on the next Business Day.

- 15.5. Where you are a consumer, or a natural person engaged in economic-commercial or professional activities, you shall bear the losses relating to unauthorized payment transactions up to EUR 50 (fifty euro), where such losses are incurred as a result of:
  - 15.5.1. the use of a lost or stolen payment instrument;
  - 15.5.2. the misappropriation of the payment instrument.
- 15.6. Where you are a consumer, or a natural person engaged in economic-commercial or professional activities, you shall not incur any losses related to payment transactions in the following cases:
  - 15.6.1. prior to the execution of the Payment Transaction, the Client could not notice the loss, theft or misappropriation of the Payment Instrument, unless the Client has acted unfairly;
  - 15.6.2. losses are incurred due to acts or omissions of the Company, its employee, agent, branch or persons to whom the exercise of functions has been transferred.
- 15.7. You shall bear all losses relating to unauthorized payment transactions, if such losses were incurred because of your failure to fulfil one or several duties specified in paragraphs 15.5 - 15.6 due to fraudulent or deliberate acts or gross negligence. In such case maximum amount referred to in section 15.5 shall not apply.
- 15.8. When you furnish us with the notice referred to in paragraph 14.12, we shall compensate for your losses resulting from lost, stolen or misappropriated payment instrument, with the exception of the cases when you acted fraudulently and the case mentioned in paragraph 14.5 when we are not held liable for losses resulting from the refusal to fulfil your request to block the WLT Account and / or the payment instrument.
- 15.9. We shall not be held liable for additional costs or indirect losses (lost income, profit, etc.) incurred by you and related with non-executed or incorrectly executed payment transaction. We shall be held liable only for your direct losses arising through our fault.
- 15.10. We shall not be held liable for mutual claims of the payee and a payer and shall not settle such claims. You may lodge to us only such claims which are related to the non-fulfilment or inadequate fulfilment of our obligations.
- 15.11. We shall not be liable to you, any Merchant or third party for any indirect or consequential losses including but not limited lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of service or of any equipment or materials, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.
- 15.12. Nothing in these Terms of Use shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.
- 15.13. Our obligation under these Terms of Use is limited to providing you with an Electronic money account and related payment services and does not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a WLT customer or intermediary.
- 15.14. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from the underlying commercial transaction between you and another WLT customer.
- 15.15. Indemnification/re-imburement. You agree to defend, reimburse or compensate us and hold us and our other companies in our corporate group, our affiliates, shareholders, officers, directors, employees, and agents harmless from and against

any and all claims, demands, costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees, penalties and fees of experts) arising out of any claim, suit, action, or proceeding, that we incur or suffer due to or arising out of your or your agents' breach of these Terms of Use, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between you and us.

## **16. Termination and suspension**

- 16.1. A contractual relationship between you and us may be terminated in the following ways:
  - 16.1.1. by mutual agreement;
  - 16.1.2. upon expiration of the period for which the Agreement was concluded if the Agreement was concluded for a definite period;
  - 16.1.3. by withdrawal from the Agreement for legally justified reasons;
  - 16.1.4. if you (legal person) or we are dissolved without a legal successor or you (a natural person) die;
  - 16.1.5. upon expiry of our license to provide Payment Services;
  - 16.1.6. for reasons and on the conditions specified below by you or us.
- 16.2. We may terminate your WLT Account, or any Payment Service associated with it by giving you 60 (sixty) days' prior notice.
- 16.3. You may terminate your WLT Account by notifying us with a written notification of the termination no later than 30 (thirty) calendar days in advance of its termination. If you are a consumer, upon terminating the Agreement concluded for a term longer than 6 (six) months or for an unlimited term, on expiry of 6 (six) months of its conclusion, you do not have to pay any Fee. Different termination provisions may apply if you use your WLT Account for commercial purposes as set out in section 3.8 above.
- 16.4. You have to pay the regular Fee charged for the services proportionately until the day of termination of the Agreement. If the Fee was paid in advance, we will refund it to you proportionately.
- 16.5. Together with a termination notice or at any time thereafter we may give you reasonable instructions on how to withdraw remaining funds.
- 16.6. We may at any time suspend or terminate your WLT Account without notice in case:
  - 16.6.1. you violated the provisions of the Law on the Prevention of Money Laundering and Terrorist Financing regarding the prevention of money laundering and/or the countering terrorist financing or otherwise deliberately used the basic payment account for illegal purposes; or
  - 16.6.2. you provided incorrect information in order to obtain WLT Account;

## **17. Changes to these Terms of Use**

- 17.1. These Terms of Use and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from us under the procedure set forth in this section.
- 17.2. We may give notice to you of any proposed change by writing or other sending an email to the primary e-mail address registered with your WLT Account or by posting a clear notice on our website or on your WLT Account login page or by using another durable medium.

- 17.3. A notice regarding the change in Terms of Use shall be sent in writing or using other durable medium no later than 60 (sixty) calendar days in advance of the enforcement of such changes.
- 17.4. The proposed change shall come into effect 60 (sixty) calendar days after the date of the change notice, unless you have given us notice that you object to the proposed changes before the changes come into effect. Changes that make these Terms of Use more favorable to you shall come into effect immediately if so stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.
- 17.5. It shall be considered that you agree with such changes and they shall enter into force on the specified enforcement date, if prior to the day of their enforcement you do not notify us of your disagreement with the changes.
- 17.6. If you disagree with the changes proposed by us, you shall have the right free of charge to terminate the Agreement which is directly related with such changes, by notifying us in writing or using Customer Service prior the day on which the application of such changes.

## **18. Confidentiality and data protection**

- 18.1. You must keep technical and commercial information secret, except for publicly available information, which is known to you, and not transfer it to third parties without a written consent from us.
- 18.2. You agree for us (as data controllers) to manage your Personal data with the following purposes:
  - 18.2.1. to provide Payment Services;
  - 18.2.2. to provide service-related information you request;
  - 18.2.3. for marketing purposes, e.g. providing customized advertisements and sponsored content and sending promotional communications; assessment and analysis of our market, clients, products and services (including asking for your opinions on our products and services, carrying surveys, running competitions or promotions, as permitted by law). You may opt out of direct marketing communications from us at any time. If you prefer not to receive our direct marketing communications, you should inform us by contacting Customer Service.
  - 18.2.4. to understand the way people, use our online services so that we can improve them and develop new content, products and services;
  - 18.2.5. to protect our interests before any court or any other institution;
  - 18.2.6. otherwise with your consent.
- 18.3. We shall take all reasonable measures to guarantee security of Personal data received. We may disclose Personal data to the following entities:
  - 18.3.1. companies that provide services for us;
  - 18.3.2. banks / companies that provide payment services;
  - 18.3.3. companies assisting with organizing competitions/games/promotions;
  - 18.3.4. other carefully selected business partners;
  - 18.3.5. other parties, when so required under law or necessary in order to protect our legitimate interests.
- 18.4. The period of storage of Personal data related to Payment is 10 (ten) years from the relevant payment transaction, except when the legislation requires a longer period of data storage. Personal data not related to payment transactions shall be kept for the period of 3 years. After the period of Personal data processing expires we destroy Personal data at its possession.

- 18.5. You undertake to protect and not disclose any passwords, created by it or provided to it under the Agreement, or other personalized security features of payment instruments to third persons and not to allow other persons to use services under your name. If you have not complied with this obligation and / or could but have not prevented it and / or performed such actions on purpose or due to own negligence, you fully assume the loses and undertake to reimburse the loses of other person incurred due to your actions indicated or your failure to act.
- 18.6. In the event of loss of WLT Account password or other passwords by you or the password/ passwords are disclosed not due to your or our fault, or in case of a real threat has occurred or may occur to your WLT Account, you undertake to change the passwords immediately or, if you do not have a possibility to do that, notify us thereof immediately (not later than within one calendar day). We shall not be liable for consequences that have originated due to the notification failure.
- 18.7. After we receive the notification from you as indicated in the paragraph 18.6, we shall immediately suspend access to your WLT Account and provision of services until a new password is provided/created for you.
- 18.8. The email linked to the WLT Account and also other instruments, which under your choice are linked to WLT Account, are used as instruments for communication or identification of you, therefore, these instruments and logins to them shall be protected by you and any changes of the email and instruments must be reported to us within 3 calendar days. You are completely responsible for safety of its email passwords and all the other instruments used by it and their login passwords. Passwords are secret information, and you are responsible for its disclosure and for all operations performed after the password used by you for a relevant account or another payment instrument is entered. We recommend memorising passwords and not to write them down or enter in any instruments where they may be seen by other persons and to change passwords frequently (e.g. once in a few months).
- 18.9. Issues of protection of your Personal data are also regulated by Privacy Policy, what is published on the Website and which you have read and undertake to observe.
- 18.10. We have the right or a statutory obligation to transmit all collected important information (including Personal data) about you, your representatives and their activity to law enforcement institutions, state authorities (State Tax Inspectorate (VMI), Social Insurance Fund (SODRA), Financial Crime Investigation Service), and other financial institutions as well as supervisory authorities, if such duty is determined by the legislation, and in order to identify whether this Agreement and relevant legislation have not been or will not be violated.
- 18.11. We have the right to record digital conversations with you (over the phone, Skype or other remote ways). Telephone conversations and messages transferred via mail, e-mail and other telecommunication instruments may be deemed evidence when settling disputes. By the Agreement you confirm that you have been informed about making records of any telephone conversations with you or your representatives. You also have the right to record and store telephone conversations and other correspondence.

## **19. Restrictions on Use**

- 19.1. You are authorized to view, copy and print the materials appearing on Website, subject to the following:
  - 19.1.1. the materials may be used for internal and non-commercial purposes only and you may not copy, distribute, modify, transmit, reuse, repost or otherwise display the content on the Website for public or commercial purposes;

- 19.1.2. You may not use Website or any related services for any purpose that is unlawful, or conduct any other activity that creates a liability for us or otherwise may harm us;
- 19.1.3. You may not use any device, software or action, including but not limited to, bots, spiders, viruses, Trojan horses, worms or time bombs, designed to damage or otherwise interfere with the Website or to intercept or expropriate any system, data or personal information contained on the Website. You will not use the Website or related services for chain letters, junk mail, or spamming;
- 19.1.4. We reserve the right to reject hard copies of forms or material printed from this Website. We agree to be bound only by the provisions as they appear on the Website and will not be bound by any agreement that has been altered, modified, or amended;
- 19.1.5. We may immediately terminate any or all of your rights to use this Website at any time for any reason or no reason whatsoever.

## **20. Protection of rights of right of the customer, procedure of out-of-court settlement of consumer disputes**

- 20.1. Disputes shall be settled by way of negotiations. In the event of the failure to settle disputes by way of negotiations, they shall be settled before courts of the Republic of Lithuania in accordance with the procedure set out by laws of the Republic of Lithuania.

If your address is outside the Republic of Lithuania and you are not a consumer the disputes not settled by way of negotiations shall be adjudicated in accordance with the procedure established by laws of the Republic of Lithuania before a competent court of Vilnius City according to the domicile of the Company.

- 20.2. Any complaints about us or the services we provide should be addressed to us in the first instance by contacting Customer Service. You must submit a written request to the Customer Service stating the circumstances of the dispute and his claim in maximum detail. You must apply to the Customer Service no later than within three months of the day on which he becomes or should have become aware of the infringement of your rights or legitimate interests. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. We send you a complaint acknowledgement by post or by e-mail within 48 hours of receiving your complaint in accordance with our complaint's procedure. You may request a copy of our complaints procedure at any time by contacting Customer Service.
- 20.3. We shall examine the written request and, no later than within 15 (fifteen) Business Days of the day of the receipt of the request, unless a different deadline is established by laws or other legal acts, shall provide detailed, reasoned and documented answer in writing or using any other durable medium. If due to reasons that are out of our control the answer cannot be provided within 15 (fifteen) Business Days, we shall provide a non-exhaustive answer within this time limit and shall state the reasons for the late answer and the time limit within which you will receive the answer and which, in any case, shall not exceed 35 (thirty-five) Business Days.
- 20.4. Claims shall be handled, and disputes shall be settled free of charge.
- 20.5. If you, who according to the laws should be considered as a consumer, are not satisfied with our answer or have not received the answer within the time limit specified in above, shall have the right to within 1 (one) year of the day of addressing to us, to submit a request to the out-of-court disputes settlement institution - the Bank of Lithuania - in accordance with the procedure set out by the Law of the Republic of Lithuania on the Bank of Lithuania and the Law of the Republic of Lithuania on

Consumer Protection (address: Žirmūnų str. 151, LT- 09128 Vilnius, Lithuania, [e-mail: pt@lb.lt](mailto:pt@lb.lt), internet website: [www.lb.lt](http://www.lb.lt) ).

## 21. Communication

- 21.1. You agree to communicate with us in English and will always accept communications made to you in English. You can choose your preferred language from the list of supported languages (if applicable) in your WLT Account profile and we may send you automated e-mail notifications and communications or post a message on your WLT Account login page regarding changes to these Terms of Use in your chosen language. Notwithstanding anything to the contrary here, for all communications, we reserve the right to communicate with you in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language. The English versions shall be the binding ones.
- 21.2. Communication between us and you is possible in the following forms:
  - 21.2.1. Telephone;
  - 21.2.2. E-mail;
  - 21.2.3. Mail (post).
- 21.3. Any communication between us and you shall take place primarily through e-mail. For this purpose, you must at all times maintain at least one valid e-mail address in your WLT Account profile. You are required to check for incoming messages regularly and frequently. E-mails may contain links to further communication on our Website. Any communication or notice sent by e-mail will be deemed received by you on the same day if it is received in your e-mail inbox before 4.30 pm on a Business Day. If it is received in your email inbox after 4:30 pm on a Business Day or at any other time, it will be deemed received on the next Business Day.
- 21.4. In case of communication through the post, letters are delivered to your address. Letters are considered delivered on the third day from the date of posting for Lithuanian post or within five days of posting for international post. Any communication or notice sent by SMS will be deemed received the same day.
- 21.5. If you are a legal person, you shall be obliged to notify us without a delay of any change in your registered office address, e-mail address, telephone number, change in the list of persons authorised to act on your behalf, or event that may affect the discharge of obligations to us (initiation of change of ownership, bankruptcy, restructuring, foreclosure, liquidation, or criminal proceedings, etc.). In case you are a natural person, you shall be obliged to notify us without a delay of any changes in your residence address, e-mail address, telephone number or event that may affect the discharge of obligations to us (personal bankruptcy, criminal proceedings, etc.).
- 21.6. If our contact details change we will inform you immediately. You must also immediately inform us about changes in your contact details. At our request, you must furnish the respective documents supporting the change of your contact details. If this requirement is not fulfilled, the information communicated on the basis of the most recent details specified to us, it shall be deemed as duly sent and any obligation fulfilled on the basis of such details - duly discharged. You must inform about changes of your contact details by way of publishing. With a view to protecting your funds against illegal acts of third parties you must also immediately notify us in written about the theft or other loss of his personal identification document.
- 21.7. Where legislation requires us to provide information to you in a paper format or on a durable medium, we will either send you an e-mail (with or without attachment) or send you a notification pointing you to information on our Website in a way that enables you to retain the information in print format or other format that can be retained by you

permanently for future reference. You are required to keep copies of all communications we send or make available to you.

- 21.8. You can request a copy of the current Terms of Use or any other contractual document relevant to you at any time by contacting Customer Service.
- 21.9. In order to view e-mails, you need a computer with e-mail software that can display emails in HTML format. We may also send you attachments in Adobe Systems Inc.'s Portable Document Format (PDF)©, for which you need Adobe's Acrobat Reader, which can be downloaded for free at [www.adobe.com](http://www.adobe.com).
- 21.10 We will never send you any e-mails with executable files attached or with links to any executable files. If you receive any e-mail with such attachments, you should delete the message without clicking on the attachment. If you are unsure whether a communication is originating from us, please contact Customer Service.
- 21.11. You may contact us at any time by sending a message to Customer Service by email to support@ [wallter.com](mailto:support@wallter.com) or by calling +44 020 3868 0777 or visit [www.wallter.com](http://www.wallter.com).

## 22. Final Provisions

- 22.1. The relationships between us and you shall be governed by the Agreement, Terms of Use and the generally binding legal regulations of the Republic of Lithuania. The Terms of Use shall take precedence over the commercial practices, unless you and we agree in writing otherwise.
- 22.2. If there are more persons on your side as parties to the contractual relationship between us and you, your obligations and such persons towards WLT shall be joint and several, unless these Terms of Use stipulate otherwise.
- 22.3. Any fees or other obligations incurred to us or you in connection with the discharge of obligations under the Agreement and these Terms shall be paid by each party separately as they incur to them, unless agreed otherwise.
- 22.4. No person other than you shall have any rights under these Terms of Use and the Agreement.
- 22.5. Your WLT Account is operated in the Republic of Lithuania and these Terms of Use shall be governed by and interpreted in accordance with the laws of the Republic of Lithuania. Any dispute under these Terms of Use or otherwise in connection with your WLT Account shall be brought exclusively in the courts of Lithuania except where prohibited by EU law.
- 22.6. If any part of these Terms of Use is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms of Use, which shall continue to be valid and enforceable to the fullest extent permitted by law.

**Wallter Payments Ltd, Terms of Use****About us**

Wallter Payments Ltd is a company established and operating under the laws of England and Wales, legal entity code 10874512, registered address at 201 Haverstock Hill, 2<sup>nd</sup> Floor, London, NW3 4QG, United Kingdom. Wallter Payments Ltd is acting as an EMD Agent of Wallter, UAB and Payrnet Limited incorporated and registered in England and Wales with company number 09883437 whose registered office is at Kemp House, 152 City Road, London, United Kingdom, EC1V 2NX, being an electronic money institution authorized by the UK Financial Conduct Authority (900594), the EMI. By signing the Main Agreement with Wallter Payments Ltd you need to agree to the Terms of Use of Wallter Payments Ltd and the Terms of Use of Payrnet Limited, provided [below](#).

**1. General provisions**

- 1.1. Terms of Use determine the main terms and conditions between you and us, including the opening, use and closure of your WLT Account and other related payment services as referred to herein. Together with our Privacy Policy, and any other terms and conditions referred to therein, they constitute the legal relationship between you and us. For the use of additional services you may have to accept additional terms and conditions as notified to you when you are ordering or using such services. You are advised to print or download and keep a copy of these Terms of Use for future reference. You can always view the current Terms of Use on our Website.
- 1.2. These Terms of Use is a document of significant importance which you must carefully examine.
- 1.3. You are also advised to read the answers to the "Frequently Asked Questions" which are published on our Website.
- 1.4. Depending on the type of WLT Account you have, additional terms and conditions may apply as communicated to you at the appropriate time.

**2. Key definitions**

**The following terms (as defined below) will have the following meanings when used in the Terms of Use:**

- 2.1. **"Agreement"** - a legal relationship established between us and you, providing a framework for the provision of payment services.
- 2.2. **"Business Day"** - shall mean any day on which banks in the UK carry out banking operations.
- 2.3. **"Customer Service"** - our customer service, which you can reach by sending a message by email to support@wallter.com or by calling +44 020 3868 0777 or by visiting www.wallter.com.
- 2.4. **"Consent"** - a permission of the WLT Account holder to perform a Payment.
- 2.5. **"Electronic money"** - money credited or transferred to and held on WLT Account for execution of Payment transactions.
- 2.6. **"Fees"** - the charges payable by you to us for using our services as detailed on our Website and subject to change as set forth in these Terms of Use.
- 2.7. **"Merchant"** - any commercial or business entity that (i) accepts cards displaying the MasterCard®/Visa® acceptance symbol as payment (where a card transaction is

concerned) or (ii) is validly registered with WLT to accept Transactions from your WLT Account.

- 2.8. **"WLT", "we", "us"** – Wallter Payments Ltd, a company established and operating under the laws of England and Wales, legal entity code 10874512, registered address at 201 Haverstock Hill, 2<sup>nd</sup> Floor, London.  
The supervisory authority of WLT- the UK Financial Conduct Authority (address: FCA Head Office, 12 Endeavour Square, London, E20 1JN, phone: +44 207 066 1000, , internet website: [www.fca.org.uk](http://www.fca.org.uk)). E-mail address of WLT - support@wallter.com, internet website of WLT <https://www.wallter.com> (the "Website").
- 2.9. **"WLT Account"** - the Electronic money account you open and maintain through the WLT Website including but not limited to any ancillary services (e.g. prepaid cards).
- 2.10. **"One-Click" money transfer"** - the money transfer service further details of which can be found on the WLT Website.
- 2.11. **"Payment"** - any of the following: (i) any payment made using your WLT Account or card; (ii) the debiting of an amount of electronic money from your WLT Account and the concurrent crediting of such amount to a Merchant account, or other WLT Account holder, as designated by you (including by way of Subscription Billing); or (iii) the crediting of an amount of Electronic money to your WLT Account and the concurrent debiting of a Merchant account, or another WLT Account holder's account;
- 2.12. **"Payment Service"** - any service which is defined as the payment service in the Payment Services Regulations.
- 2.13. **"Personal data"** - any information related to the natural (private) person who's identity is known or can be directly or indirectly determined by using personal code (national ID number) and one or more physical, physiological, psychological, economic, cultural or social features specific to the individual.
- 2.14. **"Privacy Policy"** - WLT's policy governing the processing of personal data which is available on the Website, as may be amended from time to time;
- 2.15. **"Strong Customer Authentication"** - means an authentication based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.
- 2.16. **"Subscription Billing"** - a service whereby WLT Account holder requests a regular Payments to be made from his/her/its WLT Account at specified intervals to an online merchant;
- 2.17. **"Terms of Use"** - these WLT Account Terms of Use published on the Website and as may be amended from time;
- 2.18. **"You", "your"** - the natural person or legal entity in whose name the WLT Account is opened and maintained;

### 3. Opening Your WLT Account

- 3.1. In order to use our Payment Services, you must first open a WLT Account by registering your details on our Website. As part of the sign-up process you will need to accept these Terms of Use and our Privacy Policy and you must have legal capacity to accept both. If you order additional services, you may be asked to accept additional terms and conditions.
- 3.2. When registering on our Website, the WLT Account is personal and created only for you or your representatives.

- 3.3. If you are an individual, you must be 18 years or older to use our services. By opening a WLT Account, you declare that you are 18 years or older. This does not apply to products for which we set a different age limit. We may require at any time that you provide evidence of your age.
- 3.4. You may only open one WLT Account unless we explicitly approve the opening of additional accounts.
- 3.5. You may only open a WLT Account if it is legal to do so in your country of residence. By opening a WLT Account, you represent and warrant to us that opening of a WLT Account does not violate any laws or regulations applicable to you. You shall indemnify us against any losses we might incur in connection with your breach of this section.
- 3.6. All information you provide during the sign-up process or any time thereafter must be accurate and truthful. You confirm that you have provided the correct data when registering in the system and, if there is a need in changing or adding data, you shall submit correct data only. You will bear any losses that may occur due to submission of invalid data.
- 3.7. You may only add payment instruments (such as bank accounts, credit cards or debit cards) to your WLT Account if you are the named holder of that payment instrument. We take any violation of this requirement very seriously and will treat any attempt to add a payment instrument of which you are not the named holder as a fraudulent act.
- 3.8. During sign-up you will be asked whether you intend to use your WLT Account for private or commercial purposes. If you have any intention to use your WLT Account for commercial purposes, you must tell us, even if you use it also for private purposes. If you have stated that you will use your WLT Account for private purposes only, you must tell us immediately by contacting Customer Service before, at any point in the future, you use it for commercial purposes. You are using your WLT Account for commercial purposes if you are receiving payments for or in connection with any business activity. We reserve a right to determine whether, in our reasonable opinion, you are using your WLT Account for commercial purposes. If you are using your WLT Account for commercial purposes, in addition to these Terms of Use, you shall be bound by our [WLT Merchant Terms and Conditions](#) and you shall pay Fees as shown on our Merchant Fee Page. If you are in any doubt about whether or not an activity amounts to a commercial activity, you should contact Customer Service.
- 3.9. You may close your WLT Account at no cost by contacting Customer Service; however, if you have uploaded funds into your WLT Account, you may be required to provide identification documents before being able to withdraw funds. Transactions and Fees for transactions undertaken before you close your WLT Account (including those transactions that are not revocable and have been initiated but not completed before closure of your WLT Account) will not be refunded.
- 3.10. It is essential for us to know the identity of you, to whom we provide Payment Services, therefore, in our business, we follow the principle "Know Your Customer". To this end, we have to take all relevant, targeted and proportionate measures to determine whether you are acting in your own name or are under control, and to identify the beneficial owner, and to identify your representatives where you are acting through a representative.
- 3.11. You agree to supply information reasonably requested by us as soon as possible, but no later than within the period specified in our request. You warrant that the information provided is accurate and valid and that it does not breach any laws or regulations.
- 3.12. You agree that WLT independently or through third parties shall be entitled to obtain or verify information, data or documents, as well as perform your or related persons identification for the purpose of provision of the Payment Services, as well as to involve third parties to partially or fully execute Payments or provide Payment services

or services related thereof in accordance to these Terms of Use and applicable law requirements.

- 3.13. By opening WLT Account, you confirm and warrant that you or your affiliates (if applicable):
- 3.13.1. are not owned or controlled by any individual or entity subject to any sanctions administered or enforced by the United States, including the United States Department of the Treasury's Specially Designated Nationals and Blocked Persons List and Sectoral Sanctions Identifications List maintained by the United States Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union and the relevant sanctions authorities of each of its member states, including the United Kingdom's HM Treasury, or other relevant sanctions authority; and
  - 3.13.2. are not located, organized, or resident in Cuba, Iran, North Korea, Syria, or the Crimea Region of Ukraine, or owned or controlled by any individual, entity or government in those countries or regions.  
Any breach of this section is a material breach of this Agreement and is grounds for immediate termination.
- 3.14. The Agreement shall be valid for unlimited term, unless otherwise established herein.

#### **4. Your WLT Account**

- 4.1. Your WLT Account is an Electronic money account which enables you to send and receive electronic payments and perform other operations that are directly related to money transfers.
- 4.2. Electronic money held on WLT Account is not a deposit and we do not in any circumstances, pay any interest for Electronic money held on the WLT Account and do not provide any other benefits associated with the time period the Electronic money is stored.
- 4.3. The Electronic money on your WLT Account is issued, distributed and redeemed in accordance with the European Electronic Money Directive (Directive 2009/110/EC of 16 September 2009) and the relevant national legislation of the United Kingdom.
- 4.4. Your WLT Account is denominated in a currency of your choice, as selected by you from the available currencies provided in the Website. You cannot change the currency of your WLT Account once you have attempted to process a payment.
- 4.5. The Electronic money held on your WLT Account does not expire and it will not earn any interest.
- 4.6. You have the right to withdraw funds from your WLT Account at any time. However, you may be required to confirm your identity beforehand. There is no minimum withdrawal amount but the funds on your WLT Account must be sufficient to cover any applicable withdrawal fee. You can choose the method of withdrawal when submitting your withdrawal request.
- 4.7. The Electronic money on the WLT Account belongs to the person or legal entity which is registered as the WLT Account holder. No person other than the WLT Account holder has any rights in relation to the funds held in a WLT Account, except in cases of succession. You may not assign or transfer your WLT Account to a third party or otherwise grant any third party a legal or equitable interest over it.
- 4.8. Your WLT Account may be subject to upload, payment and withdrawal limits, depending on your country of residence, the verification status of your WLT Account and other factors used by us to determine such limits from time to time at our sole discretion.
- 4.9. We will ensure the more secure authentication (Strong Customer Authentication) is applied when you access your WLT Account online. Strong Customer Authentication will be also

applied while you initiate an electronic payment transaction or carry out any action through a remote channel which may imply a risk of payment fraud or other abuses.

## **5. Maintaining Your WLT Account**

- 5.1. When a WLT Account is opened for you, you shall be entitled to manage the WLT Account by electronic computerized communication tools by logging into your WLT Account with your e-mail and a password.
- 5.2. You must ensure that the information recorded on your WLT Account is always accurate and up to date and we shall not be liable for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence.
- 5.3. We may contact you by e-mail or in other ways described in section 21 with information or notices regarding your WLT Account. It is your responsibility to regularly check the proper functioning of your e-mail account or other methods of communication that you have registered with your WLT Account and to retrieve and read messages relating to your WLT Account promptly. We shall not be liable for any loss arising out of your failure to do so.
- 5.4. Fund uploads, payments received, payments sent and fund withdrawals are displayed in your online transactions history together with the Fees charged. Each transaction is given a unique transaction ID and shown in the transaction history. You should quote this transaction ID when communicating with us about a particular transaction. You should check your WLT Account balance and transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting Customer Service.

## **8. Closing Your WLT Account**

- 6.1. You may close your WLT Account at any time by contacting Customer Service by providing a written notification of the termination no later than 30 (thirty) calendar days in advance of its termination.
- 6.2. If your WLT Account holds a balance at the time of its closure, we will ask you to withdraw your funds within a reasonable period of time, during which your WLT Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period you will not be able to access your WLT Account but you may withdraw any remaining funds by contacting Customer Service and requesting that the funds are sent to you in a manner that is reasonably acceptable for us.
- 6.3. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorizing any withdrawal of your funds, including in relation to returning any funds to you after you have closed your WLT Account.

## **9. Use of Payment Services**

- 7.1. You can upload funds by visiting the Website, logging into your WLT Account and following the relevant upload instructions. You may be presented with a number of different upload methods, depending on which payment instruments you have added to your WLT Account and which payment methods are available in your country of residence. Upload methods are Payment Services provided by third party financial institutions (for example, the issuer of the payment card you use to upload funds or third party direct banking service providers) and are not part of our service. We do not guarantee the use of any particular upload method made available, and may make changes to or discontinue the acceptance of any particular upload method at any time without following the procedure set out in section 17. We shall not be

responsible for the upload payment until the uploaded funds are received by us. For the avoidance of doubt the issuance of Electronic money is vested in WLT only that will issue it to your WLT Account.

- 7.2. You may be asked to answer security questions or to complete other activities that we may reasonably require to ensure proper authorization of an upload transaction.
- 7.3. If you choose an upload method using a payment instrument that may be subject to chargeback rights such as (but not limited to) credit or debit card, direct debit or wire transfer, you declare that you will not exercise such chargeback right other than for unauthorized use of the payment instrument or for a breach by us of these Terms of Use which would result in you having a right to a refund of the uploaded amount. Otherwise, you may not charge back any upload transaction or allow a chargeback of any upload transaction for reasons for which we are not responsible including (but not limited to) disputes with Merchants for non-delivery of goods or services or insufficient balance on the payment instrument account. We reserve the right to charge you Fees and expenses we incur in connection with such chargeback and any action undertaken to challenge the same.
- 7.4. Some online Merchants may offer goods or services which can be paid for using Subscription Billing. This means that a Payment will be deducted from your WLT Account at regular intervals. The amount of the Payment and the intervals at which the Payment will be deducted is determined by the relevant Merchant. Subscription Billing is an arrangement between you and the relevant Merchant. If you wish to amend or cancel your Subscription Billing Payment or have any query or dispute concerning your Subscription Billing Payment, you may only do this by contacting the Merchant directly and the terms and conditions set by the Merchant will apply. Once you have contacted the Merchant you should inform us. We are unable to cancel or amend Subscription Billing Payments without the consent of the Merchant. You should not cancel or otherwise reverse a Subscription Billing payment without contacting the Merchant first. We will not be liable for any Subscription Billing Payment that is deducted from your WLT Account before you have notified the Merchant of the cancellation. You will not be able to cancel a Payment that has already been made to a Merchant.
- 7.5. It is your responsibility to ensure that your WLT Account has sufficient funds to make each of the Payments you have agreed to make using Subscription Billing. We shall not be liable for any Fees, charges or fines you may incur as a result of there being insufficient funds in your WLT Account to meet your obligations under a Subscription Billing arrangement. If your WLT Account goes into a negative balance, as a result of such payment(s) or otherwise, you will be liable to repay such amount to us and the terms of paragraph 7.7. shall apply. A payment made by way of Subscription Billing is a "Payment" as defined in these Terms of Use and the normal Fees will be applied to each Payment.
- 7.6. Automatic money transfers on a regular or recurring basis are not provided as part of the WLT "One-Click" money transfer where the recipient does not have a WLT Account and therefore paragraphs 7.4 and 7.5 shall not apply to that service.
- 7.7. If a chargeback or reversal of an upload transaction results in a negative balance in your WLT Account, you will be required to repay such negative balance by uploading sufficient funds into your WLT Account. Failure to do so is a breach of these Terms of Use. Repayment of the negative balance is due immediately without notice. We reserve the right, at any time, to send you reminders or to take other debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.
- 7.8. Uploaded funds will be credited to your WLT Account after the funds have been received by WLT. Some upload transactions, such as those by credit or debit card,

direct debit or direct banking will be credited to your WLT Account immediately, but are subject to reversal in case the actual funds do not reach us within a reasonable time in which case we will deduct such reversed transaction from the balance of your WLT Account. If your WLT Account balance is insufficient, we reserve the right to require repayment from you.

- 7.9. For the purposes of an upload transaction through a payment instrument, we are a payment recipient and not a Payment Service provider.
- 7.10. You must not make an upload through a payment instrument if you are not the named holder of that payment instrument. We take any violation of this requirement very seriously and will treat any attempt to use a payment instrument of which you are not the named holder as a fraudulent act. Without prejudice to claiming further damages, if we are required to return funds uploaded from a payment instrument that is not in your name, we may charge an administration fee per upload return.
- 7.11. Uploads may be subject to upload limits due to security and legal requirements. These limits are set dynamically depending on your verification status and the upload method you want to use. You should be aware that depending on your verification status your upload limits may be higher than your withdrawal or spending limits. You can view these limits at any time in the relevant section of your WLT Account profile.
- 7.12. Uploads are subject to upload Fees and currency conversion Fees depending on which upload method and payment instrument is chosen. Please see section 12 for the details.
- 7.13. The Agreement or other documents (e.g., requests, applications, questionnaires) may establish a maximum limit of costs for payment transactions executed using a payment instrument.
- 7.14. You can place a transfer order for internal payment transaction at any time, even on nonbanking day. Internal payment transactions shall be processed automatically upon placing, without unnecessary delay.
- 7.15. External payment transactions made on the basis of your transfer order given on the Business Day shall be processed on the day when the order is given.
- 7.16. You will have an access to information on transactions and balances on your account in electronic form, i.e. through the designated WLT Account.
- 7.17. We shall supply statements of accounts in paper form and on physical media at your request, after the Fee is paid. You are entitled to get the statements of accounts in paper form or other durable medium for free in case of termination the agreement. You may use this right only if you and we had contractual relationship more than 36 (thirty-six) months before termination of agreement as well as you may refuse to get statements of accounts if the you provide the notice within refusal of such right in written to the us.

## **8. Sending Payments**

- 8.1. To send a Payment you are required to authorize the payment with your login details and password. We may also ask you additional security questions relating to you or your WLT Account. If your WLT Account is protected by additional security measures such as password tokens, you need to follow the instructions provided to you with such additional security measures. If your WLT Account is enabled to make mass payments, the procedure to make such payments will be communicated to you in the relevant integration manual. By filling payment order and submitting it for execution, confirming it by electronic signature, login details and password, codes and / or other identity verification means you electronically confirm yours Consent to execute the payment order.

- 8.2. The Payment transaction is considered authorized only if you provide a Consent.
- 8.3. The Consent must be submitted prior to execution of Payment transaction.
- 8.4. Every recipient of a Payment you wish to send through us must have a valid means that we can use for their identification. For most of our services that means of identification will be a valid e-mail address but other means of identification may be required for our other services (for example for the WLT "One-Click" money transfer, we may require you to provide us with the recipient's mobile telephone number or we may ask for a valid passport and utility bill).
- 8.5. If you are asked to provide details of the recipient's e-mail address or other means of identification, where applicable, you must take great care to properly type the exact details of who you wish to send money to. We use those details as the unique identifier to determine the intended recipient of the payment which you instruct us to process. Other information you provide along with the recipient's means of identification may be disregarded and we shall not be liable for any error you make when entering the recipient's means of identification. If you send funds to the wrong account or identify a payment incorrectly, you shall have no entitlement to corrective settlement, nor to damages or other compensation from us. A fee may be applicable to incomplete transaction which require additional administrative manpower.
- 8.6. If the e-mail address of the intended recipient is registered with us, the funds will be instantly credited to the WLT Account associated with that e-mail address. Once funds are credited to the recipient's WLT Account, the transaction becomes irreversible.
- 8.7. If the recipient's e-mail address is not registered with us, the funds if executed in euro will be credited to the recipient's account on the same Business Day, provided that the point in time of receipt of the payment order is that Business Day by 12 p.m. Where the time of receipt of the payment order is after 12 p.m., we will ensure that the funds are credited to the recipient account at the latest by the end of the next Business Day. The time limit of execution of the payment transactions locally and to EU Member States in the currencies of Member States outside the euro area shall not exceed 4 (four) Business Days.
- 8.8. To provide a money transfer using our WLT "One-Click" money transfer, we may use third party intermediaries to complete the money transfer to a recipient if the recipient does not have a WLT Account. Therefore, when providing this service the funds will be instantly credited to the WLT Account of the relevant intermediary. That intermediary shall then be responsible for ensuring the onward transmission of the payment to the recipient. As a consequence, sections 8.6 and 8.7 shall not apply to the WLT "One-Click" money transfer. Our obligations under these Terms of Use for the onward transmission of funds shall be complete once such funds have been credited by us to the WLT Account of the relevant intermediary. As a consequence, once such credit has been made by us, we shall not be responsible for the onward transmission of such funds by that intermediary.
- 8.9. You can make recurring payments by setting up a recurring payment order on your WLT Account.  
You can cancel your recurring payment order for future payments at any point by logging into your WLT Account and deleting it. You will not be able to cancel transactions that have already been credited to the recipient. Automatic money transfers on a regular or recurring basis are not provided as part of the WLT "One-Click" money transfer where the recipient does not have a WLT Account and therefore this paragraph shall not apply to that service.
- 8.10. Provided that you are a payer, the payment ordered is considered received by us on the day of its reception, or, if the moment of reception of the payment order is not a Business day, the payment order is considered received on the nearest Business Day.

- 8.11. Payments are subject to payment limits due to security and legal requirements. These limits are set dynamically depending on your verification status. You can view these limits at any time in your WLT Account profile. You should ensure that your limits are sufficient to cover the payment you intend to make as well as any applicable Fees including service fees and currency conversion fees. You should be aware that the recipient of a payment may also be subject to spending and withdrawal limits and that this may affect the recipient's access to the funds you intend to send.
- 8.12. Sending payments is subject to fees and currency conversion fees depending on the type of payment you make and the type of WLT Account you hold. Please see section 12 for details.

#### **Conditions of refunding to you of the amounts of automatic payments and payment transaction initiated by or through the payee**

- 8.13. Where a payment transaction is initiated by or through the payee in the context of a card-based payment transaction and the exact amount is not known at the moment when you give consent to execute the payment transaction, we might reserve funds on our WLT Account only if you have given consent to the exact amount of the funds to be reserved.
- 8.14. We shall release the funds reserved on your WLT account under section 8.14 of these Terms of Use without undue delay after receipt of the information about the exact amount of the payment transaction and at the latest immediately after receipt of the payment order.
- 8.15. You shall have the right to recover from us the full amount of already executed automatic payment or of the authorized and executed payment transaction initiated by or through the payee (hereinafter automatic payments and other payment transactions referred to in this paragraph - Transactions) within eight weeks of the date on which the funds were debited from the your WLT Account and we must refund to you the full amount of the executed payment transaction within ten working days provided that both of the following conditions are met:
  - 8.15.1. when authorizing a Transaction its precise amount is not specified;
  - 8.15.2. the Transaction amount exceeds the amount which could have been reasonably expected by you considering your previous expenditure, agreement conditions and other circumstances, except for the circumstances relating to the exchange of currency, where the exchange rate agreed between you and us was applied during the execution of the Transaction.
- 8.16. We may request you immediately to provide information about the existence of the conditions specified in section 8.14.1. - 8.14.2 of these Terms of use.

#### **9. Receiving Funds**

- 9.1. If you receive funds into your WLT Account, we will send you a notification e-mail and display the payment as a "Receive Money" transaction in your transaction's history. You should regularly reconcile incoming payments with your own records.
- 9.2. You should be aware that receipt of funds to your WLT Account does not necessarily mean that these transactions cannot be reversed. We reserve the right to reverse a payment in case the payer or the payer's bank or Payment Service provider has charged back or otherwise reversed (or is reasonably likely to charge back or otherwise reverse) an upload or other payment which was used to fund the payment to you.

- 9.3. If a person received a payment notification from us indicating that someone has sent them funds to an e-mail address that is not registered, they will be credited in accordance with the time lines set in paragraph 8.7.
- 9.4. You can request a payment from someone by using the "Receive Money" service within your WLT Account. You must only use this service for undisputed amounts that a person owes you and that are due for payment in full. You may not use this service more than once for the same payment you request. This service may not be used as a debt collection or enforcement tool. If the person that owes you the payment asks you not to use WLT "Receive Money" service to request payment from them, you must comply with this request regardless of the merits of your claim. When using this service, you must ensure that you have the right to contact the person you are claiming from. You are strictly prohibited from requesting money by using the "Request Money" service within your WLT Account from someone that:
- does not owe you the amount requested;
  - would be ineligible to open a WLT Account (e.g. minors); or
  - has not given or has withdrawn his or her consent to receive a request for payment via the "Request Money" service, and we shall have the right to claim any damages or losses arising out of your breach of this section.
- 9.5. The receipt of payments is subject to fees and currency fees, depending on the type of payment you receive and the type of WLT Account you have. Please see section 12 for details.
- 9.6. If the we credit an incoming payment to your WLT Account and is later contacted by the payer's Payment Service provider with a request for the return of the funds, we shall contact you in this regard. If you agree to return the funds, the funds shall be deducted in full amount from your WLT Account. If you do not agree to return the funds, the payer's Payment Service provider shall be contacted and informed that the request has been rejected and your identification data shall be sent to the payer's payment service provider.
- 9.7. We shall return the funds credited to your WLT Account to the payer's Payment Service provider or to another institution/authority if it is required to do so under the enforceable decision of a court, state authority, public administration authority, or under the applicable legal regulations. Exchange rate differences, if any, shall be borne by the person who is responsible for the incorrect transfer order or for incorrect settlement.

## 10. Prohibited Transactions

- 10.1. It is strictly forbidden to send or receive payments as consideration for the production, sale or supply of:
- Cryptocurrency trading
  - Cash and Check Handling: Check Cashing, Deposit Taking, Cash Transfer
  - Anonymous or Numbered Accounts, Shell Banking
  - Multi-level marketing, financial pyramid selling or Ponzi schemes, matrix programs or other "get rich quick" schemes
  - Credit repair, Debt restructuring, Debt recovery, Debt settlement, Debt Collections
  - Unlicensed or illegal lotteries, gaming or gambling services (including without limitation the use of or participation in illegal gambling houses)
  - MSBs and PSPs as end users
  - Any industry known to be an illegal industry in its local jurisdiction, in the UK or in Lithuania
  - Illegal Drugs and Narcotics, including Cannabis in all forms, Drug paraphernalia

- Items which encourage or facilitate illegal activities
- The sale or distribution of stolen goods (including digital and virtual goods), counterfeit goods and violation of intellectual property, or items that violates individual privacy (revenge porn), Satellite and cable TV descramblers
- Any products harmful to human health – tobacco, e-cigarettes and e-liquid (pharmacological products are subject to exceptional approval)
- Operating a business that requires a license or special permit without obtaining such license
- Production of Violent content, material which incites violence, hatred or racism or adult content
- The sale of Nutra – off the counter and/or prescribed medicine
- Production or Distribution of Offensive Weapons: Ammunition, Firearms, Explosives, Complex Weapons (i.e. guided missiles), Poisons
- Psychic services
- Selling, hosting, distributing, producing or promoting offensive materials, including materials that incites or promotes racial hatred or discrimination based on gender, race, religion, national origin, physical ability, sexual orientation, or age
- Transactions involving Human Organs
- Prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services
- Unregistered charity services
- Timeshares or property reservation payments (On and Off Plan)
- Sanctioned individuals and entities

We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to these Terms of Use or an acceptable use policy published on the Website.

- 10.2. It is strictly forbidden to make payments to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your WLT Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your WLT Account for or in connection with illegal gambling transactions. Countries where online gambling is illegal include the United States of America, Turkey, China, Malaysia and Israel. This list is not exhaustive, and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.
- 10.3. You may not use our services if you are residing in any of the following countries: Afghanistan, Cuba, Iran, Iraq, Ivory Coast, Liberia, Myanmar, North Korea, North Sudan, Somalia, South Sudan, Syria or Yemen. This list is not exhaustive, and we may in our sole discretion decide to discontinue or restrict our services in other countries at any time and without prior notice. We reserve the right to suspend or terminate your WLT Account at any time if we reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.
- 10.4 It is strictly forbidden to use your WLT Account for any illegal purposes including but not limited to fraud, terrorism and money laundering. We will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using your WLT account in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides.

- 10.5 You may only accept payments for certain categories of business after approval from us in our sole discretion. Such business categories include but are not limited to:
- money exchange or remittance businesses, including but not limited to bureaux de change, currency exchanges and purchase of travel money;
  - the collection of any form of donations or payments to charitable or not-for-profit organizations;
  - dealing in natural resources such as jewels, precious metals or stones;
  - live streaming;
  - the sale or supply of alcoholic beverages;
  - the sale or supply of dietary supplements and alternative health products;
  - any other business category published in an acceptable use policy on the Website from time to time.

In case you are in doubt whether your business falls under any of the above categories, you must contact Customer Service. We reserve the right in our sole discretion, to add business categories requiring approval by adding such categories either to these Terms of Use or an acceptable use policy published on the Website.

- 10.6. If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this section or without the necessary approval under paragraph 10.5, we reserve the right to:
- reverse the transaction; and/or
  - close or suspend your WLT Account; and/or
  - report the transaction to the relevant law enforcement agency; and/or
  - claim damages from you; and
  - charge you an administration fee in case we apply any of the above.
- 10.7. It is your and not our responsibility to ensure that you only send Payments to or receive Payments from persons or entities for the sale or supply of goods and services that you may provide or receive in compliance with any applicable laws and regulations. The mere fact that a person or entity accepts Payments through us is not an indication of the legality of the supply or provision of their goods and services. If you are in doubt as to the legality of a supply or purchase, you should not continue with your Payment.

## **11. Withdrawing Funds**

- 11.1. You can request a withdrawal of all or part of the funds held in your WLT Account at any time. To do this you must log into your WLT Account and select a withdrawal method and enter the amount to be withdrawn. Withdrawal methods are Payment Services provided, at least in part, by third party financial institutions (for example, the bank where you hold a bank account). We do not guarantee the availability of any particular withdrawal method and may make changes to or discontinue a particular withdrawal method at any time without following the procedure set out in section 17 as long as there is at least one withdrawal method available to you. Where the withdrawal payment is received by you through the involvement of a Payment Service provider (such as the bank where you hold a bank account), we shall not be responsible for the withdrawal payment once the withdrawn funds are received by your Payment Service provider.
- 11.2. Your WLT Account is subject to withdrawal limits. These limits are adjusted dynamically depending on the type of identification documentation we hold on you. You can view your withdrawal limits at any time in your WLT Account profile. Before uploading any funds into your WLT Account, you must ensure that your current

withdrawal and spending limits meet your withdrawal and spending requirements as we legally cannot allow you to exceed these limits.

- 11.3. If your withdrawal request exceeds the current limit, we may decline your request and instead require you to send us documents verifying your identity and address prior to allowing a withdrawal of funds or to otherwise cooperate with us to verify your identity.
- 11.4. Withdrawals are subject to withdrawal fees and currency conversion fees depending on which withdrawal method and payment instrument is chosen. Please see section 12 for details.
- 11.5. For the purposes of a withdrawal transaction, we are a payer and not a Payment Service provider.
- 11.6. You must not make a withdrawal to a bank account or other payment instrument if you are not the named holder. We take any violation of this requirement very seriously and will treat any attempt to use a payment instrument of which you are not the named holder as a fraudulent act. Without prejudice to claiming further damages, if we are required to investigate a withdrawal to a payment instrument that is not in your name, we may charge an administration fee.
- 11.7. You must ensure that the payment details you enter when withdrawing funds are correct and complete. We will not be liable for withdrawn funds being sent to the wrong payment instrument where this is due to you providing incorrect payment details. When withdrawing to a bank account, you must ensure that the account number, sort code, IBAN and/or BIC/SWIFT are correct. If you have withdrawn funds to the wrong payment instrument, you may request that we assist you in reclaiming the funds, however, we will charge you an administration fee for doing so and we cannot guarantee that the reclaim efforts will be successful nor assume any liability thereof.

## **12. Fees, Interest, Currency Exchange, Provision of Information**

- 12.1. WLT shall charge depending on whether you are using your WLT Account for personal or commercial purposes.
- 12.2. Transaction related Fees can be viewed at any time in the "Fees" section of our Website.  
Additional Fees apply to WLT Accounts used for commercial purposes in accordance with the applicable terms and conditions referred to in paragraph 3.8 above. You should print or download and keep a copy of the "Fees" section together with a copy of these Terms of Use. For clarity, the "Fees" section forms an integral part of these Terms of Use. Fees are subject to change in accordance with section 17.
- 12.3. For every currency conversion, we will apply our current wholesale exchange rates which are available online in the Currency Conversion Fees section of the "Fees" page and which are updated on a regular basis throughout the day. Changes in these exchange rates may be applied immediately and without any notice. In addition, we will apply a foreign exchange fee, which is also displayed in the "Fees" section of the Website and which is expressed as a percentage applicable in addition to the transaction fee.
- 12.4. Our Fees are either expressed as a percentage of the transaction or as a fixed amount in EUR or other currency as determined on WLT website. Where fixed fee amounts are displayed in a currency other than EUR, this is for information purposes only.

If Fees are deducted from a balance or a transaction denominated in a different currency, the EUR fee amount will be converted into an equivalent fee in that other currency based on the WLT wholesale exchange rates applicable at the time and available under the "Currency

Conversion Fees" section of the "Fees" section and then deducted. We will not apply a foreign exchange fee on currency conversions of Fees.

- 12.5. Fees payable by you will be deducted from your WLT Account balance and you hereby authorize us to do the same. Transaction fees will be charged when the transaction is executed. If your WLT Account balance is insufficient to cover the Fees, we may refuse to execute the payment. Reversal or chargeback fees will be deducted when incurred.
- 12.6. If the deduction of Fees results in a negative WLT Account balance, you will be required to repay such negative balance by uploading sufficient funds into your WLT Account. Failure to do so is a breach of these Terms of Use. Repayment of the negative balance is due immediately without notice, however, we reserve the right at any time to send you reminders that you need to upload funds or to take other debt collection measures including but not limited to instructing a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you expenses (including attorney fees) we have reasonably incurred in connection with any debt collection or enforcement efforts.
- 12.7. No interest shall be paid on the balance in the WLT Account.
- 12.8. Your transactions may be subject to currency conversions. If you make a payment from your WLT Account denominated in one currency to a WLT Account denominated in another currency, you will be asked to either make the payment in the currency of your WLT Account or in another currency. If you choose the currency of your WLT Account, then the recipient will pay the fee for the conversion into the currency of his or her WLT Account. If you choose the currency of the recipient's WLT Account, you will pay the fee for the currency conversion into the currency of the payment. If you choose a currency that is neither the currency of your WLT Account nor the currency of the recipient's WLT Account then you will pay the fee for the conversion into the currency of the payment, and the recipient will pay the fee for the conversion of the payment currency into the currency of his or her WLT Account.
- 12.9. We shall have the right to unilaterally change the Fees specified above.
- 12.10. We shall notify you about the changes (e.g. increase of the transaction fees) which worsen your situation in writing or using other media no later than 60 calendar days in advance of the enforcement of such changes. We shall have the right to notify you about the changes which do not worsen your situation disregarding the time limits established above in this paragraph. Establishment of new fees regarding transactions for new services shall not be treated as the worsening of your situation. The notice regarding changes shall be delivered personally or by way of publishing (e.g. on the Website), unless legal acts specify otherwise. A notice communicated by the way of publishing shall be considered as due notification of you of the unilateral change in the Fees.
- 12.11. You may agree or disagree with such changes prior to the proposed enforcement date of such changes.
- 12.12. It shall be considered that you agree with such changes and they shall enter into force on the specified enforcement date, if prior to the day of their enforcement you do not notify us of his disagreement with the changes.
- 12.13. If you disagree with the aforementioned changes proposed by us, you shall have the right to terminate the contractual relationship with us which is directly related with such changes by notifying us in writing prior to the day on which the application of such changes.

## 15. Your Data

- 13.1. The processing of your data is governed by our Privacy Policy which can be found on our Website. By accepting these Terms of Use, you also agree to the terms of our Privacy Policy. You should print and keep a copy of the Privacy Policy together with these Terms of Use.
- 13.2. As a default, you may receive e-mail newsletters that will inform you about new product features, events, promotions, special deals etc. By accepting these Terms of Use, you agree to receive such e-mail newsletters on a regular basis. If you do not wish to receive any newsletters from us, you can opt out at any time by logging into your WLT Account and changing the appropriate setting in your WLT Account profile. You can also opt out of receiving newsletters by contacting Customer Service. Any e-mail newsletter you receive will also give you the option to unsubscribe from any future newsletter.

## 16. Keeping Your WLT Account Safe

- 14.1. You must take all reasonable steps to keep your WLT Account password safe at all times and never disclose it to anyone. Our personnel will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your password, other than the WLT Website or a WLT payment gateway on a merchant website, should be reported to us. If you are in doubt whether a website is genuine, you should contact Customer Service. It is advisable to change your password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to your WLT Account. We also advise you not to choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. You must never allow anyone to access your WLT Account or watch you accessing your WLT Account.
- 14.2. If you have any indication or suspicion of your WLT Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorization or otherwise compromised, you are advised to change your password. You must contact Customer Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of your WLT Account, login details, password or other security features. Any undue delay in notifying us may not only affect the security of your WLT Account but may result in you being liable for any losses as a result. If you suspect that your WLT Account was accessed by someone else, you should also contact your local police and report the incident.
- 14.3. We may block you WLT Account and / or payment instrument:
  - 14.3.1. For objectively justified reasons relating to the security of funds available on the WLT Account and/ or security of the payment instrument, suspected unauthorized or fraudulent use of funds available in the WLT Account.
  - 14.3.2. In the event of your default on the terms and conditions of the Agreement;
  - 14.3.3. Where we find out that the payment instrument has been stolen or lost in any other manner, suspect or obtain information about illegal acquisition of the payment instrument or unauthorized use thereof as well as about the facts or suspicions that personalized security data of the payment instrument has become known or might be used by third parties, or where we have reasonable suspicions that funds available in the WLT Account and / or the payment instrument might be illegally used by third parties or that the WLT Account and / or the payment instrument might be or has been used for illegal activities;
  - 14.3.4. In the cases provided for by the legal acts of the United Kingdom.
- 14.4. In the cases provided for in paragraph 14.3., we shall notify you in the manner specified in paragraph 21. about the blocking of the WLT Account or payment instruments and about the reasons for such blocking, doing our best to notify you before the blocking and no later than immediately after the blocking, except in the

cases when the provisions of such information would impair the safeguards or is prohibited by legal acts.

- 14.5. The WLT Account and / or the payment instrument shall be blocked at your initiative when you submit the respective request to us in written or any other manner provided in the section 21. We shall have the right to require that your verbal request to block the WLT Account and / or payment instrument later is confirmed in written or in any other manner acceptable to us. If you request to block the WLT Account and / or payment instrument is given to us verbally, we for the purpose of identification of the person submitting such request shall have the right to ask him questions about your details available to us. If we have reasonable doubts that the aforementioned request was submitted not by you, we shall be entitled to refuse to block the WLT Account and / or payment instrument. In such cases, we shall not be held liable for losses which might arise from the non-fulfilment of the aforementioned request.
- 14.6. We shall cancel the blocking of the WLT Account and / or the payment instrument when the reasons for the blocking cease to exist, when the blocking was initiated by you, and when we receive your respective written request. We shall have the right to replace the blocked payment instrument by a new one.
- 14.7. We shall not be held liable for your losses incurred as a result of blocking of the WLT Account and/ or the payment instrument and shall not pay to you the penalty, where such blocking has been performed in observance of the procedure established.
- 14.8. You must take all reasonable care to ensure that your e-mail account(s) are secure and only accessed by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your WLT Account. In case any of the email addresses registered with your WLT Accounts are compromised, you should without undue delay after becoming aware of this contact Customer Service and also contact your e-mail service provider.
- 14.9. Irrespective of whether you are using a public, a shared or your own computer to access your WLT Account, you must always ensure that your login details are not stored by the browser or cached or otherwise recorded. You should never use any functionality that allows login details or passwords to be stored by the computer you are using.
- 14.10. Additional products or services you use may have additional security requirements and you must familiarize yourself with those as notified to you.

#### **Notifications regarding unauthorized or incorrectly executed payment transactions**

- 14.11. You must, at least once a month, check the information about payment transactions executed in you WLT Account. In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.
- 14.12. You must notify us of unauthorized or incorrectly executed payment transaction as well as any other mistakes, inconsistencies or irregularities in the statement. The notification must be submitted immediately (within 5 (five) Business Days of finding out about the circumstances mentioned in this paragraph) and in any case no later than within 13 (thirteen) months after debit date.
- 14.13. Where you fail to notify us of unauthorized or incorrectly executed payment transactions within the time limit established above, it shall be considered that you have unconditionally confirmed payment transactions executed in your WLT Account.
- 14.14. At your request, if you have notified us of unauthorized use of the payment instrument, submitted no later than within 18 (eighteen) months of the submission of such notification,

we shall provide in writing or in other durable medium the confirmation of the time of the receipt of such notification.

## 15. Liability for Damage

- 15.1. If the contractual conditions are violated by you or us, the aggrieved party shall be entitled to compensation for damage based on the applicable legal acts, unless the other party proves that the obligations have been violated in circumstances excluding liability, legal facts referring to extraordinary, unpredictable and independent event that has caused damage (unless the Agreement stipulate expressly otherwise).
- 15.2. Circumstances excluding our liability comprise the following events: civil unrest in various forms, fire, flood, terrorist attack, or hacker attack; power supply outage (full or partial); interruption, outage or disruption in computer system operation (hardware or software) or in communication services on your side or third parties or by you or third parties; any technical breakdown on your side in communication with us; any other extraordinary event, catastrophe, or extraordinary restrictions or instructions making it impossible to obtain the necessary permits in time, which directly or indirectly relate to the individual performances under the Agreement; or any other obstacle occurring independently of our will and preventing us from discharging our obligations.

### **Your liability for unauthorized use of the payment instrument and liability of the us for unauthorized payment transactions**

- 15.3. When you are consumer or a natural person engaged in economic-commercial or professional activities and you deny that you have authorized the executed payment transaction or claims that the payment transaction was executed incorrectly, we shall have the duty to prove that the payment transaction was authenticated, properly registered, entered into accounts and was not affected by technical or other failures or other irregularities of the service provided by the us.
- 15.4. Upon receipt of a respective notice from you within time limits specified above or having established that the payment transaction has not been authorized by you, we shall, without undue delay, but no later than by the end of the next Business Day, return you the amount of such unauthorized payment transaction and restore the balance of the WLT Account from which the amount was debited which could have existed if such unauthorized payment transaction would not have been executed, unless we have reasonable grounds to suspect fraud. The notice referred to in this paragraph shall be submitted by 4:30 pm of our Business Day. The notice submitted after this hour shall be considered to be received on the next Business Day.
- 15.5. Where you are a consumer, or a natural person engaged in economic-commercial or professional activities, you shall bear the losses relating to unauthorized payment transactions up to EUR 50 (fifty euro), where such losses are incurred as a result of:
  - 15.5.1. the use of a lost or stolen payment instrument;
  - 15.5.2. the misappropriation of the payment instrument.
- 15.6. Where you are a consumer, or a natural person engaged in economic-commercial or professional activities, you shall not incur any losses related to payment transactions in the following cases:
  - 15.6.1. prior to the execution of the Payment Transaction, the Client could not notice the loss, theft or misappropriation of the Payment Instrument, unless the Client has acted unfairly;
  - 15.6.2. losses are incurred due to acts or omissions of the Company, its employee, agent, branch or persons to whom the exercise of functions has been transferred.
- 15.7. You shall bear all losses relating to unauthorized payment transactions, if such losses were incurred because of your failure to fulfil one or several duties specified in

paragraphs 15.5 - 15.6 due to fraudulent or deliberate acts or gross negligence. In such case maximum amount referred to in section 15.5 shall not apply.

- 15.8. When you furnish us with the notice referred to in paragraph 14.12, we shall compensate for your losses resulting from lost, stolen or misappropriated payment instrument, with the exception of the cases when you acted fraudulently and the case mentioned in paragraph 14.5 when we are not held liable for losses resulting from the refusal to fulfil your request to block the WLT Account and / or the payment instrument.
- 15.9. We shall not be held liable for additional costs or indirect losses (lost income, profit, etc.) incurred by you and related with non-executed or incorrectly executed payment transaction. We shall be held liable only for your direct losses arising through our fault.
- 15.10. We shall not be held liable for mutual claims of the payee and a payer and shall not settle such claims. You may lodge to us only such claims which are related to the non-fulfilment or inadequate fulfilment of our obligations.
- 15.11. We shall not be liable to you, any Merchant or third party for any indirect or consequential losses including but not limited lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of service or of any equipment or materials, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.
- 15.12. Nothing in these Terms of Use shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.
- 15.13. Our obligation under these Terms of Use is limited to providing you with an Electronic money account and related payment services and does not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a WLT customer or intermediary.
- 15.14. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from the underlying commercial transaction between you and another WLT customer.
- 15.15. Indemnification/re-imbusement. You agree to defend, reimburse or compensate us and hold us and our other companies in our corporate group, our affiliates, shareholders, officers, directors, employees, and agents harmless from and against any and all claims, demands, costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees, penalties and fees of experts) arising out of any claim, suit, action, or proceeding, that we incur or suffer due to or arising out of your or your agents' breach of these Terms of Use, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between you and us.

## **16. Termination and suspension**

- 16.1. A contractual relationship between you and us may be terminated in the following ways:
  - 16.1.1. by mutual agreement;
  - 16.1.2. upon expiration of the period for which the Agreement was concluded if the Agreement was concluded for a definite period;
  - 16.1.3. by withdrawal from the Agreement for legally justified reasons;

- 16.1.4. if you (legal person) or we are dissolved without a legal successor or you (a natural person) die;
  - 16.1.5. upon expiry of our license to provide Payment Services;
  - 16.1.6. for reasons and on the conditions specified below by you or us.
- 16.2. We may terminate your WLT Account, or any Payment Service associated with it by giving you 60 (sixty) days' prior notice.
  - 16.3. You may terminate your WLT Account by notifying us with a written notification of the termination no later than 30 (thirty) calendar days in advance of its termination. If you are a consumer, upon terminating the Agreement concluded for a term longer than 6 (six) months or for an unlimited term, on expiry of 6 (six) months of its conclusion, you do not have to pay any Fee. Different termination provisions may apply if you use your WLT Account for commercial purposes as set out in section 3.8 above.
  - 16.4. You have to pay the regular Fee charged for the services proportionately until the day of termination of the Agreement. If the Fee was paid in advance, we will refund it to you proportionately.
  - 16.5. Together with a termination notice or at any time thereafter we may give you reasonable instructions on how to withdraw remaining funds.
  - 16.6. We may at any time suspend or terminate your WLT Account without notice in case:
    - 16.6.1. you violated the provisions of the Law on the Prevention of Money Laundering and Terrorist Financing regarding the prevention of money laundering and/or the countering terrorist financing or otherwise deliberately used the basic payment account for illegal purposes; or
    - 16.6.2. you provided incorrect information in order to obtain WLT Account;

## 17. Changes to these Terms of Use

- 17.1. These Terms of Use and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from us under the procedure set forth in this section.
- 17.2. We may give notice to you of any proposed change by writing or other sending an email to the primary e-mail address registered with your WLT Account or by posting a clear notice on our website or on your WLT Account login page or by using another durable medium.
- 17.3. A notice regarding the change in Terms of Use shall be sent in writing or using other durable medium no later than 60 (sixty) calendar days in advance of the enforcement of such changes.
- 17.4. The proposed change shall come into effect 60 (sixty) calendar days after the date of the change notice, unless you have given us notice that you object to the proposed changes before the changes come into effect. Changes that make these Terms of Use more favorable to you shall come into effect immediately if so stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.
- 17.5. It shall be considered that you agree with such changes and they shall enter into force on the specified enforcement date, if prior to the day of their enforcement you do not notify us of your disagreement with the changes.
- 17.6. If you disagree with the changes proposed by us, you shall have the right free of charge to terminate the Agreement which is directly related with such changes, by notifying us in writing or using Customer Service prior the day on which the application of such changes.

## 18. Confidentiality and data protection

- 18.1. You must keep technical and commercial information secret, except for publicly available information, which is known to you, and not transfer it to third parties without a written consent from us.
- 18.2. You agree for us (as data controllers) to manage your Personal data with the following purposes:
  - 18.2.1. to provide Payment Services;
  - 18.2.2. to provide service-related information you request;
  - 18.2.3. for marketing purposes, e.g. providing customized advertisements and sponsored content and sending promotional communications; assessment and analysis of our market, clients, products and services (including asking for your opinions on our products and services, carrying surveys, running competitions or promotions, as permitted by law). You may opt out of direct marketing communications from us at any time. If you prefer not to receive our direct marketing communications, you should inform us by contacting Customer Service.
  - 18.2.4. to understand the way people, use our online services so that we can improve them and develop new content, products and services;
  - 18.2.5. to protect our interests before any court or any other institution;
  - 18.2.6. otherwise with your consent.
- 18.3. We shall take all reasonable measures to guarantee security of Personal data received. We may disclose Personal data to the following entities:
  - 18.3.1. companies that provide services for us;
  - 18.3.2. banks / companies that provide payment services;
  - 18.3.3. companies assisting with organizing competitions/games/promotions;
  - 18.3.4. other carefully selected business partners;
  - 18.3.5. other parties, when so required under law or necessary in order to protect our legitimate interests.
- 18.4. The period of storage of Personal data related to Payment is 10 (ten) years from the relevant payment transaction, except when the legislation requires a longer period of data storage. Personal data not related to payment transactions shall be kept for the period of 3 years. After the period of Personal data processing expires we destroy Personal data at its possession.
- 18.5. You undertake to protect and not disclose any passwords, created by it or provided to it under the Agreement, or other personalized security features of payment instruments to third persons and not to allow other persons to use services under your name. If you have not complied with this obligation and / or could but have not prevented it and / or performed such actions on purpose or due to own negligence, you fully assume the loses and undertake to reimburse the loses of other person incurred due to your actions indicated or your failure to act.
- 18.6. In the event of loss of WLT Account password or other passwords by you or the password/ passwords are disclosed not due to your or our fault, or in case of a real threat has occurred or may occur to your WLT Account, you undertake to change the passwords immediately or, if you do not have a possibility to do that, notify us thereof immediately (not later than within one calendar day). We shall not be liable for consequences that have originated due to the notification failure.

- 18.7. After we receive the notification from you as indicated in the paragraph 18.6, we shall immediately suspend access to your WLT Account and provision of services until a new password is provided/created for you.
- 18.8. The email linked to the WLT Account and also other instruments, which under your choice are linked to WLT Account, are used as instruments for communication or identification of you, therefore, these instruments and logins to them shall be protected by you and any changes of the email and instruments must be reported to us within 3 calendar days. You are completely responsible for safety of its email passwords and all the other instruments used by it and their login passwords. Passwords are secret information, and you are responsible for its disclosure and for all operations performed after the password used by you for a relevant account or another payment instrument is entered. We recommend memorising passwords and not to write them down or enter in any instruments where they may be seen by other persons and to change passwords frequently (e.g. once in a few months).
- 18.9. Issues of protection of your Personal data are also regulated by Privacy Policy, what is published on the Website and which you have read and undertake to observe.
- 18.10. We have the right or a statutory obligation to transmit all collected important information (including Personal data) about you, your representatives and their activity to law enforcement institutions, state authorities (State Tax Inspectorate (VMI), Social Insurance Fund (SODRA), Financial Crime Investigation Service), and other financial institutions as well as supervisory authorities, if such duty is determined by the legislation, and in order to identify whether this Agreement and relevant legislation have not been or will not be violated.
- 18.11. We have the right to record digital conversations with you (over the phone, Skype or other remote ways). Telephone conversations and messages transferred via mail, e-mail and other telecommunication instruments may be deemed evidence when settling disputes. By the Agreement you confirm that you have been informed about making records of any telephone conversations with you or your representatives. You also have the right to record and store telephone conversations and other correspondence.

## 19. Restrictions on Use

- 19.1. You are authorized to view, copy and print the materials appearing on Website, subject to the following:
  - 38.1.1. the materials may be used for internal and non-commercial purposes only and you may not copy, distribute, modify, transmit, reuse, repost or otherwise display the content on the Website for public or commercial purposes;
  - 38.1.2. You may not use Website or any related services for any purpose that is unlawful, or conduct any other activity that creates a liability for us or otherwise may harm us;
  - 38.1.3. You may not use any device, software or action, including but not limited to, bots, spiders, viruses, Trojan horses, worms or time bombs, designed to damage or otherwise interfere with the Website or to intercept or expropriate any system, data or personal information contained on the Website. You will not use the Website or related services for chain letters, junk mail, or spamming;
  - 38.1.4. We reserve the right to reject hard copies of forms or material printed from this Website. We agree to be bound only by the provisions as they appear on the Website and will not be bound by any agreement that has been altered, modified, or amended;
  - 38.1.5. We may immediately terminate any or all of your rights to use this Website at any time for any reason or no reason whatsoever.

**20. Protection of rights of right of the customer, procedure of out-of-court settlement of consumer disputes**

20.1. Disputes shall be settled by way of negotiations. In the event of the failure to settle disputes by way of negotiations, they shall be settled before courts of the UK in accordance with the procedure set out by laws of England and Wales.

If your address is outside the UK and you are not a consumer the disputes not settled by way of negotiations shall be adjudicated in accordance with the procedure established by laws of England and Wales before a competent court of London City according to the domicile of the Company.

20.2. Any complaints about us or the services we provide should be addressed to us in the first instance by contacting Customer Service. You must submit a written request to the Customer Service stating the circumstances of the dispute and his claim in maximum detail. You must apply to the Customer Service no later than within three months of the day on which he becomes or should have become aware of the infringement of your rights or legitimate interests. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. We send you a complaint acknowledgement by post or by e-mail within 48 hours of receiving your complaint in accordance with our complaint's procedure. You may request a copy of our complaints procedure at any time by contacting Customer Service.

20.3. We shall examine the written request and, no later than within 15 (fifteen) Business Days of the day of the receipt of the request, unless a different deadline is established by laws or other legal acts, shall provide detailed, reasoned and documented answer in writing or using any other durable medium. If due to reasons that are out of our control the answer cannot be provided within 15 (fifteen) Business Days, we shall provide a non-exhaustive answer within this time limit and shall state the reasons for the late answer and the time limit within which you will receive the answer and which, in any case, shall not exceed 35 (thirty-five) Business Days.

20.4. Claims shall be handled, and disputes shall be settled free of charge.

20.5. If you, who according to the laws should be considered as a consumer, are not satisfied with our answer or have not received the answer within the time limit specified in above, shall have the right to take your complaint to the Financial Ombudsman Service. Eligibility criteria and information on the procedures involved are available from <http://www.financial-ombudsman.org.uk>. You may also submit a dispute request to the European Commission Online Dispute Resolution platform.

**21. Communication**

21.1. You agree to communicate with us in English and will always accept communications made to you in English. You can choose your preferred language from the list of supported languages (if applicable) in in your WLT Account profile and we may send you automated e-mail notifications and communications or post a message on your WLT Account login page regarding changes to these Terms of Use in your chosen language. Notwithstanding anything in the contrary here, for all communications, we reserve the right to communicate with you in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language. The English versions shall be the binding ones.

21.2. Communication between us and you is possible in the following forms:  
42.2.1. Telephone;

- 42.2.2. E-mail;  
42.2.3. Mail (post).
- 21.3. Any communication between us and you shall take place primarily through e-mail. For this purpose, you must at all times maintain at least one valid e-mail address in your WLT Account profile. You are required to check for incoming messages regularly and frequently. E-mails may contain links to further communication on our Website. Any communication or notice sent by e-mail will be deemed received by you on the same day if it is received in your e-mail inbox before 4.30 pm on a Business Day. If it is received in your email inbox after 4:30 pm on a Business Day or at any other time, it will be deemed received on the next Business Day.
- 21.4. In case of communication through the post, letters are delivered to your address. Letters are considered delivered on the third day from the date of posting for British post or within five days of posting for international post. Any communication or notice sent by SMS will be deemed received the same day.
- 21.5. If you are a legal person, you shall be obliged to notify us without a delay of any change in your registered office address, e-mail address, telephone number, change in the list of persons authorised to act on your behalf, or event that may affect the discharge of obligations to us (initiation of change of ownership, bankruptcy, restructuring, foreclosure, liquidation, or criminal proceedings, etc.). In case you are a natural person, you shall be obliged to notify us without a delay of any changes in your residence address, e-mail address, telephone number or event that may affect the discharge of obligations to us (personal bankruptcy, criminal proceedings, etc.).
- 21.6. If our contact details change we will inform you immediately. You must also immediately inform us about changes in your contact details. At our request, you must furnish the respective documents supporting the change of your contact details. If this requirement is not fulfilled, the information communicated on the basis of the most recent details specified to us, it shall be deemed as duly sent and any obligation fulfilled on the basis of such details - duly discharged. You must inform about changes of your contact details by way of publishing. With a view to protecting your funds against illegal acts of third parties you must also immediately notify us in written about the theft or other loss of his personal identification document.
- 21.7. Where legislation requires us to provide information to you in a paper format or on a durable medium, we will either send you an e-mail (with or without attachment) or send you a notification pointing you to information on our Website in a way that enables you to retain the information in print format or other format that can be retained by you permanently for future reference. You are required to keep copies of all communications we send or make available to you.
- 21.8. You can request a copy of the current Terms of Use or any other contractual document relevant to you at any time by contacting Customer Service.
- 21.9. In order to view e-mails, you need a computer with e-mail software that can display emails in HTML format. We may also send you attachments in Adobe Systems Inc.'s Portable Document Format (PDF)©, for which you need Adobe's Acrobat Reader, which can be downloaded for free at [www.adobe.com](http://www.adobe.com).
- 21.10 We will never send you any e-mails with executable files attached or with links to any executable files. If you receive any e-mail with such attachments, you should delete the message without clicking on the attachment. If you are unsure whether a communication is originating from us, please contact Customer Service.
- 21.11. You may contact us at any time by sending a message to Customer Service by email to support@ [wallter.com](http://wallter.com) or by calling +44 020 3868 0777 or visit [www.wallter.com](http://www.wallter.com).

## 22. Final Provisions

- 22.1. The relationships between us and you shall be governed by the Agreement, Terms of Use and the generally binding legal regulations of the United Kingdom. The Terms of Use shall take precedence over the commercial practices, unless you and we agree in writing otherwise.
- 22.2. If there are more persons on your side as parties to the contractual relationship between us and you, your obligations and such persons towards WLT shall be joint and several, unless these Terms of Use stipulate otherwise.
- 22.3. Any fees or other obligations incurred to us or you in connection with the discharge of obligations under the Agreement and these Terms shall be paid by each party separately as they incur to them, unless agreed otherwise.
- 22.4. No person other than you shall have any rights under these Terms of Use and the Agreement.
- 22.5. Your WLT Account is operated in the UK and these Terms of Use shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute under these Terms of Use or otherwise in connection with your WLT Account shall be brought exclusively in the courts of the UK except where prohibited by EU law.
- 22.6. If any part of these Terms of Use is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms of Use, which shall continue to be valid and enforceable to the fullest extent permitted by law.

### **PAYRNET LIMITED Terms of Use**

Wallter Payments Ltd. is an EMD Agent of PayrNet Limited, a company incorporated in England and Wales (company number: 09883437) with its head office at "PayrNet, WeWork, 3 Waterhouse Square, 138 Holborn, London, EC1N 2SW, UK" and registered office at "Kemp House, 152 City Road, London, United Kingdom, EC1V 2NX". Payrnet Ltd. an Electronic Money Institution ("EMI") and is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 ("EMR 2011") (register reference 900594) for the issuing of electronic money.

Wallter Payments Ltd, an EMD Agent means a person who provides payment services on behalf of an electronic money institution (as defined in the EMR 2011). As our EMD Agent, Wallter Payments Ltd is authorised to provide associated payment services alongside our e-money account services.

## **AGREED TERMS**

### **1. PAYRNET TERMS**

- 1.1. In order to easily understand the terms of Use, please first refer to clause 3 which, amongst other things, sets out the meaning of capitalized terms used here.
- 1.2. Please read these Terms of Use carefully before you agree to it, as its terms apply to the services provided by Wallter Payments Ltd and Payrnet Ltd. The Terms of Use explains many of your responsibilities to us and Payrnet responsibilities to you, how and when this Agreement can be terminated and the extent of our liability to you. If there are any terms that you do not understand or do not wish to agree to, please contact us. You should only complete the sign-on procedures if you agree to the Terms of Use.

- 1.3. Are you a Micro-Enterprise or Charity or Consumer? For the avoidance of doubt, these terms and conditions are not intended for Micro Enterprises or Charities or Consumers (individuals acting for a purpose other than a trade, business or profession).

## 2. INFORMATION ABOUT PAYRNET AND HOW TO CONTACT PAYRNET

- 2.1. **Who is Payrnet?** PayrNet Limited is an EMI as described above.
- 2.2. **Communications to be in English.** These Terms of Use are concluded in England and all communications between you and Payrnet shall be in English only.
- 2.3. **How to contact Payrnet.** All queries should be directed towards Wallter Payments Ltd. You can contact the Wallter Payments Ltd using details set out in Wallter Payments Ltd Terms of Use available above.
- 2.4. **How Payrnet may contact you.** If Payrnet has to contact you they will do so as follows: in the first instance via the Wallter Payments Ltd except in urgent cases. If Payrnet has not been able to contact you through the Wallter Payments Ltd or if the matter is urgent they will contact you by writing to you at the email address(es), you provided or by using any other contact details you have provided to us or have used in communications with Payrnet or with Wallter Payments Ltd.
- 2.5. **'Writing'** includes emails. The words "writing" or "written" in these Terms of Use include emails.
- 2.6. **Some of the services Payrnet provides are subject to the Payment Services Regulations 2017.** The Regulations regulate how Payments must be transmitted and provide protection for the clients of authorised payment institutions and electronic money institutions.

## 3. INTERPRETATION

- 3.1. The definitions set out in these Terms of Use as follows:

**"Electronic Money"** means electronically stored monetary value as represented by a claim against us.

**"Regulations"** means the Payment Services Regulations 2017 (SI 2017 No. 752).

**"Safeguarded Account"** means the bank account(s) belonging to Payrnet, which are separate to Payrnet own office bank accounts, into which Payrnet will receive money from you, or on your behalf, in return for the issuance of Electronic Money.

**"Services"** means the e-money account services.

- 3.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 3.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

## 4. TERM AND BECOMING A CLIENT

- 4.1. How can you agree to these Terms of Use? You can agree to the Terms of Use by signing the Merchant Agreement confirming that you agree to same, or by otherwise confirming your agreement to same or availing of the Services.
- 4.2. When will you become a client? You will be bound by these Terms of Use once you have agreed to it as set out above and signed the Merchant Agreement. Which shall remain in force until terminated in accordance with its terms.

## 5. SERVICES

- 5.1. As part of the Services, Payrnet shall issue you with Electronic Money upon receipt of money from you or a third party on your behalf, store your Electronic Money and redeem Electronic Money both on your express instruction and in accordance with this Agreement and the agreement of Wallter Payments Ltd.
- 5.2. Payrnet Services do not include the provision of advice. We do not offer advice on any matter including (without limit) the merits or otherwise of any currency transactions, on taxation, or markets.

## **6. ISSUING ELECTRONIC MONEY TO YOU**

- 6.1. For the avoidance of doubt, this section is only applicable for unregulated entities and Small Payment Institutions (SPI).
- 6.2. Where Payrnet receives money from you or on your behalf, this money will be held by Payrnet in the relevant Safeguarded Account in exchange for the issuance by Payrnet to you of Electronic Money. Your funds will not be used for any other purpose and in the unlikely event that Payrnet becomes insolvent, your e-money is protected in an EEA-authorized credit institution or the Bank of England.
- 6.3. When Payrnet issues you with Electronic Money, Payrnet holding the funds corresponding to the Electronic Money is not the same as a Bank holding your money in that (i) Payrnet cannot and will not use the funds to invest or lend to other persons or entities; (ii) the Electronic Money will not accrue interest; and (iii) the Electronic Money is not a deposit and is therefore not covered by the Financial Services Compensation Scheme but it is held by Payrnet and protected in the relevant Safeguarded Account.
- 6.4. You may hold Electronic Money and Payrnet may hold funds corresponding to your Electronic Money indefinitely. However, if Payrnet holds Electronic Money for you for more than two years without any activity on the account, Payrnet shall use reasonable endeavors to contact you to redeem the Electronic Money and return the corresponding funds to you. If Payrnet is unable to contact you, Payrnet may redeem the Electronic Money and send the corresponding funds, less any of costs incurred, to the last known bank account Payrnet has on file for you.
- 6.5. Payrnet accepts no responsibility in the event that you send money to the incorrect account.
- 6.6. Payrnet does not accept cash or cheques. Payrnet accepts monies via a variety of methods of electronic funds transfer to our bank account, the details of which shall be provided to you upon request.

## **7. GENERAL LIMITATION OF LIABILITY**

- 7.1. Where Payrnet and another person (such as a payment services provider) are liable to you in respect of the same matter or item, you agree that Payrnet liability to you will not be increased by any limitation of liability you have agreed with that other person or because of your inability to recover from that other person beyond what Payrnet

liability would have been had no such limitation been agreed and/or if that other person had paid his or its share.

- 7.2. Where any loss, liability, cost or expense (a "Loss") is suffered by you for which Payrnet would otherwise be jointly and severally or jointly liable with any third party or third parties, the extent to which such Loss shall be recoverable by you from Payrnet (as opposed to any third parties) shall be limited so as to be in proportion to the aggregate of our contribution to the overall fault for such Loss, as agreed between all of the relevant parties or, in the absence of agreement, as determined by a court of competent jurisdiction. For the purposes of assessing the contribution to the Loss in question of any third party for the purposes of this clause, no account shall be taken of any limit imposed or agreed on the amount of liability of such third party by any agreement (including any settlement agreement) made before or after such Loss occurred or was otherwise incurred.
- 7.3. Nothing in these Terms of Use limits or excludes Payrnet liability for death or personal injury caused by our negligence or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by Payrnet or to the extent that the liability may not be excluded or limited by any applicable law.

## **8. COMPLAINTS**

- 8.1. If you feel that your expectations have not been met in the delivery of the Services, in first instance contact Wallter Payments Ltd using the contact email address for complaints set out in the Procedure for Settlement of Disputes and Complaints, located on wallter.com website. If Wallter Payments Ltd does not deal with your complaint adequately, please contact Payrnet via email to [complaints@payr.net](mailto:complaints@payr.net).
- 8.2. Payrnet has internal procedures for handling complaints fairly and promptly in accordance with the Financial Conduct Authority's requirements. A copy of complaints procedure is available upon request.
- 8.3. If you are an eligible complainant you may be able to take your complaint to the Financial Ombudsman Service should you not be satisfied with our final response. Eligibility criteria and information on the procedures involved are available from <http://www.financial-ombudsman.org.uk>. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

## **9. ESTABLISHING YOUR IDENTITY**

- 9.1. To comply with the requirements of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 and EU Wire Transfer Regulations (Regulation (EU) 2015/847) and related regulations, it may be necessary to obtain from you, and retain, evidence of your personal identity (or directors or partners of your business and/or your ultimate beneficial owners) in our records from time to time. If satisfactory evidence is not promptly provided to us we cannot accept your instructions.
- 9.2. Payrnet may keep records of the contents and results of any searches that are carried out on you (or directors or partners or shareholders of your business) in accordance

with all current and applicable laws. You acknowledge that us carrying out an electronic verification check or, if required, a credit reference agency check will leave a soft footprint on the individual or entity's credit history. You warrant that you have obtained the consent to such checks being carried out from each such individual officer and shareholder.

- 9.3. Payrnet is obliged to report any reasonable suspicions about activities on the electronic accounts to the regulatory authorities. This may affect our relationship with you so far as confidentiality is concerned. If Payrnet is required under legislation (including the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002) to refrain from communicating with you and/or proceeding with your instructions, Payrnet can accept no liability for the consequences of being prevented from doing so.

## 10. TERMINATION

### 10.1. **When Payrnet may terminate or suspend the Agreement.**

10.1.1. We can terminate the Agreement at any time:

10.1.1.1. If you breach the Terms of Use; and/or

10.1.1.2. if Payrnet suspects that you are using the Services for any illegal purposes.

10.1.2. Payrnet may suspend or terminate your access to the Services where Payrnet has reasonable grounds for concern relating to: (i) the security of your account(s), whether or not you have informed us of a security breach; and/or (ii) the suspected unauthorised or fraudulent use of your account(s).

10.1.3. If Wallter Payments Ltd notifies Payrnet that the agreement with you has terminated Payrnet can terminate this agreement with immediate effect.

10.1.4. If you terminate your agreement with Wallter Payments Ltd or that agreement is terminated, Payrnet can terminate this agreement with immediate effect.

- 10.2. **When you may terminate this Agreement.** You can terminate this Agreement at any time and for any reason by cancelling your agreement with Wallter Payments Ltd. Payrnet may contact you to confirm your request.

### 10.3. **Effect of Termination.** Upon the effective date of termination:

10.3.1. you will no longer be able to avail yourself of the Services;

10.3.2. PAYrnet shall redeem any Electronic Money that is held for you and send the equivalent funds to a bank account in your name, unless agreed by both parties, less any monies which are due and owing to us, where relevant.

- 10.4. After termination, you may contact Payrnet using the contact details set out in clause 2.3 to redeem any Electronic Money you still hold with Payrnet.

## 11. CONFIDENTIALITY

- 11.1. Payrnet undertakes that they shall not at any time, disclose to any person any of your confidential information, except in the following circumstances:

- 11.1.1. to employees, officers, representatives or advisers who need to know such information for the purposes of exercising our rights or carrying out the obligations under or in connection with the Main Agreement. Payrnet shall ensure that employees, officers, representatives or advisers to whom your confidential information is disclosed comply with this clause; and
- 11.1.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## 12. HOW PAYRNET MAY USE YOUR PERSONAL INFORMATION AND DATA PROTECTION

- 12.1. **How Payrnet may use your personal information.** Payrnet will only use your personal information as set out in our privacy policy which can be found <https://railsbank.com/payrnet>.

## 13. Anti-bribery and Corruption

- 13.1. Each party shall:

- 13.1.1. Comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including without limitation the Bribery Act 2010;
- 13.1.2. maintain throughout the term of this Agreement its own anti-bribery policies and procedures (including adequate procedures under the Bribery Act 2010) to ensure compliance with the Anti-Bribery Laws; and
- 13.1.3. enforce such policies and procedures where appropriate.

- 13.2. For the purpose of this clause, the meaning of adequate procedures shall be determined in accordance with section 7(2) and any guidance issued under section 9, Bribery Act 2010.

- 13.3. Each party warrants that neither it nor any of its officers, employees:

- 13.3.1. has been convicted of any offence involving bribery, corruption, fraud or dishonesty; nor

13.3.2. to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Laws.

13.4. Breach of this clause shall be deemed to be a material breach of this Agreement.

## 14. GENERAL

14.1. **Recording of telephone conversations.** Payrnet may record telephone conversations with or without use of a warning tone and Payrnet may use these recordings as evidence for a particular purpose or in relation to disputes as well as for our ongoing quality control and training programme. Payrnet may also maintain a record of all emails sent by or to us. All those recordings and records will be maintained at absolute discretion and are Payrnet property and can be used by Payrnet in the case of a dispute. Payrnet does not guarantee that it will maintain such recordings or records or be able to make them available to you. You consent to the use and admissibility of any such recording as evidence in any dispute or anticipated dispute between the parties which relates to the dealings between the parties.

14.2. **Ensuring this Agreement is legally enforceable.** For a contract to be legally enforceable, there needs to be an offer, acceptance and consideration. These Terms constitute Payrnet offer to make the Services available to you and you agreeing to these Terms of Use constitutes your acceptance of this offer. In order to ensure that this Agreement is legally binding, upon you becoming a client, you promise to pay the sum of one-Pound sterling, upon demand from Payrnet, as consideration.

14.3. **Even if Payrnet delays in enforcing under this Agreement, Payrnet can still enforce it later.** If Payrnet does not insist immediately that you do anything you are required to do under this Agreement, or if Payrnet delays in taking steps against you in respect of your breach of this Agreement that will not mean that you do not have to do those things and it will not prevent Payrnet taking steps against you at a later date.

14.4. **What if something unexpected happens?** Payrnet shall have no liability to you under these Terms of Use if Payrnet is prevented from or delayed in performing the obligations under these Terms of Use, or from carrying on the business, by acts, events, omissions or accidents beyond reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving Payrnet or any other party), failure of a utility service or transport or telecommunications network, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or our default of sub-contractors, provided that you are notified of such an event and its expected duration.

14.5. **If a court finds part of these Terms of Use illegal, the rest will continue in force.** Each of the sub-clauses and clauses of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sub-clauses and clauses will remain in full force and effect.

- 14.6. **We are not partners and neither of us may act as the other's agent.** Nothing in these Terms of Use is intended to or shall operate to create a partnership or joint venture between you and Payrnet, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.7. **We can make amendments to these Terms of Use.** Payrnet shall have the right to make such amendments to this Agreement, via Wallter Payments Ltd, as are necessary to comply with any laws and regulations that are applicable to the performance of our obligations under our Agreement where such laws and regulations are implemented and/or amended after the date of the Main Agreement. Such amendments may be made at any time upon as much notice as possible to you and shall take effect following such notice, if any. If you object to the proposed amendments, you have the right to terminate the Agreement without charge before the date proposed by us for the entry into force of the changes. You will be deemed to have accepted the proposed amendments unless you notify us and terminate the Agreement before the date proposed by us for the entry into force of the changes. If no objection is received from you, such amendments shall take effect from the date specified by us but may not affect any rights or obligations that have already arisen and will not be retrospective.
- 14.8. **What happens if you are jointly a client of Payrnet with another person?** Where you comprise two or more people, each person will be jointly and severally liable to Payrnet in respect of all obligations contained in the Main Agreement and in these Terms of Use.
- 14.9. **Can you obtain a copy of these Terms of Use or additional information?** You may request and Payrnet shall provide a copy of these Terms of Use and any information set out in Schedule 4 of the Regulations (if relevant) at any time prior to termination of the Main Agreement.
- 14.10. **Payrnet may transfer these Terms of Use to someone else.** Payrnet may transfer its rights and obligations under these Terms of Use to another organisation without your consent. Payrnet will always tell you in writing if this happens and it will ensure that the transfer will not affect your rights under the Main Agreement.
- 14.11. **You need Payrnet consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under the Agreement to another person if Payrnet agrees to this in writing.
- 14.12. **Nobody else has any rights under the Main Agreement and these Terms of Use.** This agreement is between you and Payrnet. No other person shall have any rights to enforce any of its terms.
- 14.13. **Which laws apply to these Terms of Use and where you may bring legal proceedings.** These Terms of Use and any disputes or claims arising out of or in connection with the Main Agreement and these Terms of Use or its subject matter or formation (including non-contractual disputes or claims) are governed by, and

construed in accordance with, the laws of England. You irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim or other matter that arises out of or in connection with our Agreement or its subject matter or formation (including non-contractual disputes or claims).