

Annex 2 to General terms and conditions for provision of Payment Services

Payment Cards Agreement

1. Definitions

- 1.1. 3D Secure means of protection applied using the Card online when the Payment Transaction must be validated by static Password and a one-time code sent to your mobile phone each time when you make a payment.
- 1.2. Account Agreement Payment Account Agreement (Annex 1 to the General T&C).
- 1.3. Agreement this Payment Cards Agreement.
- 1.4. Card Holder User, as defined in the General T&C, who has the right to use the Card. The name of the Card Holder is indicated on the Card.
- 1.5. Card is an electronic payment instrument which allows you to electronically form and submit to us the Orders for execution of the Payment Transactions with funds in the Account linked to the Card, i.e. to pay for goods or services in non-cash form at physical or electronic points of sale of goods and services, to withdraw or deposit (if the Card has such a function) cash at the places of their issue (reception). Term "Card" also includes term "Virtual Card", unless stated otherwise.
- 1.6. Contactless Payment Functionality validation of the Payment Transaction made by the Card by tapping the Card over a card reader marked with the contactless payment symbol.
- 1.7. CVC2/CVV2 code personalised 3-digit security code printed on the signature strip on the back of the Card and used for payments in online stores and service provision outlets.
- 1.8. Institution (or we) is UAB Pervesk, registration number 304186270, address Gedimino av. 5-3, LT-01103 Vilnius, Lithuania (e-mail info@pervesk.lt), acting as an electronic money institution licensed in the Republic of Lithuania (electronic money institution licence No 17; the licensing and supervising authority is the Bank of Lithuania, www.lb.lt; data on the Institution is collected and stored in the Register of Legal Entities of the Republic of Lithuania (the registry manager is the State Enterprise Centre of Registers). Due to provision of services under General T&C and any Agreeemnt, accessible via the Website, Institution acts as a partner of Teroxx Worldwide, UAB (registration number 305956215, e-mail hello@teroxx.com) and uses the trademark "Teroxx".
- 1.9. PIN code personalised security code which is known to the Card Holder only and which is used for validation of the Payment Transaction initiated with the Card.
- 1.10. Virtual Card is an electronic payment instrument issued in a special virtual format which allows you to electronically form and submit to us the Orders for execution of the Payment Transactions with funds in the Account linked to the Card, i.e. to pay for goods or services in non-cash form at electronic points of sale of goods and services.
- 1.11. Other terms used in the Agreement have meanings as defined in the General T&C, the Law on Payments of the Republic of Lithuania, the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania.

2. Subject of Agreement and scope of application

- 2.1. We shall issue you the Card and/or Virtual Card, link it to the Account, execute your Orders for performing the Payment Transactions (paying) by Card, enable you to control the Card remotely by means of electronic communications and perform other transactions permitted by us. You, in turn, undertake to pay us Commissions for the services provided and transactions performed and to execute other obligations set forth in the General T&C, Account Agreement and this Agreement.
- 2.2. The General T&C and Account Agreement shall form an integral part of this Agreement. Provisions of the General T&C and Account Agreement shall apply in cases both directly stipulated in the Agreement (e. g. termination of the Agreement) or not directly stipulated (e. g. applicable law and disputes resolution) depending on the context. In the



event of contradiction or discrepancy between terms and conditions of the Agreement and the General T&C / Account Agreement, terms and conditions of this Agreement shall prevail, unless the Agreement states otherwise.

3. Issue of Card

- 3.1. In order to receive the Card, you must have the Account and submit an application for the issuance of the Card. When making such a request, you must select the type of the Card (if we provide an option) and provide all the data required by us. Application for the issuance of the Card may be submitted through the Internet Banking System or in any other way permitted by us. When submitting application for the issuance of the Card, you will need to express your consent to terms of the Agreement. Therefore, we recommend that you familiarise yourself with terms and conditions of the Agreement before submitting application for the issuance of the Card.
- 3.2. The Card will not be issued if you owe us or there are not enough funds in the Account to write-off Commission related to the issuance of the Card. In addition, we may refuse to issue the Card for any other reason.
- 3.3. At the time of ordering the Card (or later, depending on our instruction), you will need to create the PIN code for the Card and you will be fully responsible for its security and secrecy. You can always check the PIN code by logging in to your User's Account through the Internet Banking system.
- 3.4. Card is sent by mail to the address specified by you. If you do not receive the Card within 30 (thirty) days from the date of ordering, you must inform us of this fact.
- 3.5. You can order and have multiple Cards, including the Virtual Card. When ordering second and subsequent Cards, you no longer need to conclude new Agreement provisions of the original Agreement concluded when issuing first Card apply to the subsequent Cards. However, we may limit the number of the Cards you have.
- 3.6. If the Card is ordered to the Card Holder, who is a person other than Customer, latter must acquaint the Card Holder with the Agreement, Account Agreement and General T&C and they all bind the Card Holder. The Customer assumes full responsibility for the actions (actions and inactions) of the Card Holder.

4. Use of Card

- 4.1. On receipt of the Card, you shall:
 - 4.1.1. check whether your details on the Card are correct. If not, you must inform us about it and not activate the Card:
 - 4.1.2. sign at the designated place on the back of the Card:
 - 4.1.3. activate the Card in the Internet Banking System.
- 4.2. The Card can be used to pay for goods and services at points of sale or provision of services or at other service points where technical possibilities are created to perform such transactions.
- 4.3. If the Card supports the Contactless Payment Functionality, you can enable and disable this functionality in the Internet Banking System, and you can also set the permitted limits for such payments, provided that we support such functionality. For the first contactless Payment Transaction, we may ask you to confirm the initiated transaction with your PIN code. The requirement to confirm initiated transaction with the PIN code, depending on the amount and frequency of transactions, may also apply to other transactions.
- 4.4. You can also attach the Card to your e-wallet ("Samsung Pay", "Google Pay" or "Apple Pay" or another system that is installed on your mobile device) if there is a technical possibility to link the Card to such e-wallet.
- 4.5. You can also pay by the Card at electronic points of sale of goods and provision of services. We may ask you to enable this functionality in the Internet Banking System or in any other way specified by us. Accordingly, if necessary, you will have the opportunity to disable this functionality in the same way. Please note that we may impose restrictions on the use of the Card in certain places.
- 4.6. You can pay by the Card in foreign countries, provided that the appropriate technical possibilities are available. We may ask you to enable this functionality in the Internet Banking System or in any other way specified by us. Accordingly, if necessary, you will have the opportunity to disable this functionality in the same way. Please note that we may impose restrictions on the use of the Card in certain countries.



- 4.7. You can use the Card for cash withdrawals at ATMs. We may ask you to enable this functionality in the Internet Banking System or in any other way specified by us. Accordingly, if necessary, you will have the opportunity to disable this functionality in the same way.
- 4.8. Please note that "Visa Europe" association Cards ("Visa") can only be used to pay at points of sale of goods and services marked with "Visa" symbol. Cards of other associations (e.g. "MasterCard") (if we issue any) can only be used to pay at points of sale of goods and services marked with the symbol of respective association.
- 4.9. When paying by the Card, funds in your Account which is linked to the Card are used.
- 4.10. You can check the balance of the Account to which the Card is linked in the Internet Banking System, ATMs or other places, provided that the appropriate technical capabilities are available and we support such functionality.
- 4.11. The Account's statement showing Payment Transactions performed with the Card can be generated in the Internet Banking System (if such opportunity is provided).
- 4.12. Please note that sometimes, due to system updating works or other disruptions, the Card may be temporarily inoperative or its functionalities restricted (e. g. you may not be able to pay online or withdraw money from an ATM). We shall not assume liability for any losses in such cases.

5. Authorisation of Payment Transaction

- 5.1. Your consent to execute the Payment Transaction by the Card is given (the Payment Transaction is authorised) when:
 - 5.1.1. you enter the Card's PIN code;
 - 5.1.2. in case of contactless payment, you tap the Card over a card reader and perform actions specified in the electronic card reader. If contactless payment limit is exceeded, additional confirmation of transaction with the PIN code may be needed;
 - 5.1.3. you swipe the Card in the card reader and sign the receipt issued;
 - 5.1.4. you insert the Card in the self-service card reader and perform actions specified in the card reader without entering the PIN code (e. g. when paying a toll);
 - 5.1.5. when making payments online at e-commerce and service points, you enter the Card's details (e. g. first name, surname, number, term of validity, CVC2/CVV2 code);
 - 5.1.6. by concluding an agreement with seller of goods and services at the physical or electronic points of sale of goods and services, you agree to initiate the Payment Transaction by providing the Card's details to him (e. g. first name, surname, number, term of validity, CVC2/CVV2 code);
 - 5.1.7. you provide the Card's details (e. g. first name, surname, number, term of validity, CVC2/CVV2 code) to seller of goods and services at the physical or electronic points of sale of goods and services;
 - 5.1.8. in case of using e-wallet (if it is technically possible to link the Card to electronic wallet "Samsung Pay", "Google Pay", "Apple Pay" or another system installed on a mobile device), you tap your mobile device over the electronic card reader. To confirm such Payment Transaction, security measures implemented in your mobile device, which may include use of the Biometric Security Measures (e.g. fingerprint, facial features), are used.
- 5.2. Depending on the technical solutions applied by provider of goods or services and methods of protection chosen by you in the Internet Banking System, other Identification Means or 3D Secure may be additionally applied to authorise the Payment Transaction. If, in our opinion, use of such protection is necessary and you do not use it, we may refuse to execute the Payment Transaction.
- 5.3. Actions specified in Clause 5.1 of the Agreement shall have the same legal force as documents signed by you or the Orders submitted in writing.
- 5.4. You may not cancel the Payment Transaction if it is confirmed (authorised) in accordance with the procedure set out in Clauses 5.1 and 5.2 of the Agreement. You may cancel only the Payment Transaction that is due to be executed in future (e.g. service fee payable on a monthly basis). In order to cancel such transaction, you must



- inform seller of goods or service about the planned cancellation within time limit specified by him and, if necessary, notify us as well. We do not accept any responsibility for cancellation of such transactions.
- 5.5. By authorising the Payment Transaction made by the Card, you assume all the consequences arising from such action. Therefore:
 - 5.5.1. always, before giving your consent to execution of the Payment Transaction, check the details of the Payment Transaction and make sure that these details correspond to your agreement with seller of goods or services:
 - 5.5.2. always authorise transactions personally, and in the case if the Card details are read physically, make sure that this is done in your presence;
 - 5.5.3. keep a document evidencing the fact of execution of the Payment Transaction (e.g. check, payment receipt).
- 5.6. If you notice that unauthorised Payment Transaction has been executed, you must immediately in accordance with the procedure established in the General T&C inform us about such transaction through the Internet Banking System or contact us using the contacts indicated on the Website.
- 5.7. The right to the refund of unauthorised amounts of the Payment Transactions is implemented and amounts of such transactions are refunded in accordance with the procedure established in the General T&C.

6. Execution of Payment Transaction

- 6.1. If consent provided for in Clause 5.1 of the Agreement has been given, the Payment Transaction shall be performed:
 - 6.1.1. by reserving funds in the Account linked with the Card and subsequently, on receipt of confirmation from the payee, debiting the Account with the amount. We shall cancel the reservation if we do not receive the confirmation within 15 (fifteen) days. Please note that when reserving funds for benefit of the recipient of funds, we do not reserve Commission for execution of relevant operation, which is set out in the Standard Rates:
 - 6.1.2. by debiting the Account linked with the Card on receipt of confirmation from the payee, without reservation. In such case, settlement may take place immediately after your authorisation or later.
- 6.2. If the balance of the Account linked to the Card becomes negative, you must cover it.
- 6.3. We may refuse to execute the Payment Transaction by the Card in the cases and in accordance with the procedure established in the General T&C.
- 6.4. Other aspects related to the execution of the Payment Transactions, including the Card transactions, are regulated in the General T&C.

7. Currency exchange

- 7.1. You can execute the Payment Transaction (pay) with the Card in any currency (if there is a technical possibility to do so), but funds from the Account linked to the Card will always be debited in euros. Currency of the Payment Transaction shall be converted into euros at currency exchange rate set by relevant association the symbol of which is on the Card (e.g. "Visa Europe" if "Visa" Card has been issued to you, or any other association) valid on the date of processing of transaction. If provided for in the Standard Rates, Commission for a currency conversion operation may also be applied.
- 7.2. Please note that in the event that reservation of funds is applied when performing the Payment Transaction (Clause 6.1.1 of the Agreement), exchange rate applicable when reserving funds may differ from exchange rate applicable when debiting funds.
- 7.3. We shall not assume liability for any losses incurred by you in relation to currency conversion or currency exchange rate fluctuations.

8. Commissions



- 8.1. You must pay Commissions set out in the Standard Rates for issuing, renewing, servicing the Card, Payment Transactions made by the Card and other services. Commissions shall be automatically debited from the Account linked to the Card. You must ensure that the Account always has a sufficient balance of funds to write-off Commissions.
- 8.2. Where Commission for the use of the Card is applied, the Account linked with the Card shall be debited on a monthly basis, on a date selected by us, for the past month.
- 8.3. Please note that you may additionally be subject to fees set by sellers of goods and services, internet connection providers, owners of relevant equipment or service providers. We do not accept any responsibility for application of such fees.

9. Security

- 9.1. You shall be obliged to safeguard the Card and all related personalised security features (e.g. the PIN Code, log-in details) and shall take necessary actions to protect them from disclosure to third parties so that the Card and its details cannot be used unlawfully.
- 9.2. If you became aware of theft, misappropriation or other loss of the Card, unauthorised Payment Transaction with the Card or an attempt to make such transaction, any other unlawful activity related to the Card, or that personalised security features related to the Card became known or could have become known to third parties, you must notify us without delay in accordance with procedure established in the General T&C using contact details published on Website or through the Internet Banking System which is available in the ways specified in the General T&C.
- 9.3. Please note that the Card may be used only by the person whose first name and surname (together with details of legal entity, if the Account's owner is a legal entity) are specified on the Card and who has signed the Card. Use the Card responsibly and observe all security measures, for example:
 - 9.3.1. do not permit other persons to use the Card;
 - 9.3.2. do not leave the Card unattended at public places, goods/service outlets, ATMs or other facilities;
 - 9.3.3. do not bend or break the Card, protect it against water, high temperatures, electromagnetic fields and other damage.
- 9.4. Liability for all Payment Transactions authorised by the PIN code, other Identification Means or 3D Secure lies exclusively with you we do not assume any liability for such transactions. Therefore, use the Identification Means responsibly and take actions to ensure safety of them, for example:
 - 9.4.1. do not disclose your PIN code, other Identification Means and details related to 3D Secure to anyone;
 - 9.4.2. do not write the PIN code, details related to other Identification Means or 3D Secure on the Card and any other object;
 - 9.4.3. when entering the PIN code or details related to other Identification Means or 3D Secure, make sure that no one sees them, and facility where you enter them is not damaged and contains no malware.
- 9.5. If you have irresponsibly used the Card, PIN code, other Identification Means or 3D Secure and have not complied with the above or other security measures and, as a result, unauthorised Payment Transaction with the Card has been executed, your conduct shall be considered gross negligence and you assume all liability related to the execution of unauthorised Payment Transaction.
- 9.6. If you provide and register your Card's details online in e-wallets (e.g. "PayPal"), outlets (e.g. "Amazon", "AliExpress"), electronic accounts (e.g. "Google", social networks), conclude agreements on periodic debiting of the Card for goods or services (e.g. "Netflix", "Spotify"), or provide them by any other method or register the Card in any of your electronic accounts, liability for any Payment Transactions performed on logging in to your account or for a theft of the Card's details therefrom shall rest exclusively with you we shall not assume any liability for such transactions and misappropriation of the Card's details. Therefore, responsibly register the Card to any of your electronic accounts, observing all security measures, for example:
 - 9.6.1. do not disclose login details of your electronic account to anyone;
 - 9.6.2. do not write log in details on the Card or any other object;



- 9.6.3. when entering electronic account log in details, make sure than no one sees them, and facility where you enter them is not damaged and contains no malware.
- 9.7. If you irresponsibly provide the Card's details and register online to your electronic accounts, do not comply with the above or other security measures for logging in to your electronic accounts and, as a result, your login data to electronic accounts has become known to third parties and (or) unauthorised Payment Transaction with the Card has been executed, your conduct is considered gross negligence and you assume full responsibility for unauthorised Payment Transaction.
- 9.8. Using the Contactless Payment Functionality (if we ensure such an opportunity), you must take necessary security measures to prevent the Card from being used in public places or remotely (in such cases, block such functionality, use special cases, etc.).

10. Card's validity

- 10.1. The Card shall be valid for the specified term only. Term of validity is indicated on the Card. The Card shall be valid until last day of month specified on the Card. After expiration of the Card, there will be no possibility to use it for its intended purpose, so you must safely destroy it.
- 10.2. Until the expiry of the Card, we may send you new Card by mail. Information about this is available in the Internet Banking System or in another way specified by us. If you see that new Card has not been sent to you, 28 (twenty eight) days or less before expiry of the Card, you may order new Card yourself in accordance with the procedure established by this Agreement. Please note that new Card will not necessarily be marked with symbol of same international association ("Visa" or other) as your previous Card.
- 10.3. If you lose your Card, you can order new Card. However, first of all, you must inform us about the loss of the Card in accordance with the procedure established in the General T&C and take steps to block the Card.
- 10.4. You shall have the right to cancel the Card's service at any time by informing us in the Internet Banking System or in any other way specified by us.

11. Termination of Agreement

- 11.1. The Agreement shall expire or may be terminated on the grounds and in accordance with procedure specified in the General T&C.
- 11.2. We also have the right to terminate the Agreement and, consequently, provision of services related to the Card in cases where:
 - 11.2.1. you have not activated the Card for more than 2 (two) months;
 - 11.2.2. the Card has been blocked for more than 2 (two) months.
- 11.3. Termination of the Agreement is the basis for expiration of the Card.