
TRUSTCOM FINANCIAL UAB

PAYMENT CARD TERMS AND CONDITIONS



1. INTRODUCTION

- 1.1. The Payment Card Terms and Conditions (the **Payment Card Rules**) is drawn up according to the legal acts of both the Republic of Lithuania and the European Union which regulate payment services and payments by payment cards as well as according to the rules of Wire card
- 1.2. The Payment Card Rules shall constitute an integral part of the General Terms and its Annexes, therefore, they must be interpreted and considered together, taking relevant context into account.
- 1.3. The Payment Card Rules shall regulate the terms and the procedure for issue and use of the payment cards.

2. DEFINITIONS

- 2.1. **ATM** – an electronic device for provision of information about the Card Account and for withdrawing funds in cash from the Card Account.
- 2.2. **Card** – a payment instrument used to manage funds of the Client which are held on the Card Account, issued and sponsored by Issuer.
- 2.3. **Card Account** – an electronic money account of the Client linked to the Card, accessible and managed via an Online Account of the Client in the Trustcom System.
- 2.4. **Cardholder** – a natural person, whose data is imprinted on the Card and who is granted by the Client the right to use the Card to perform Payment Operations, withdraw cash, pay for goods/ services at points of sale or via the Internet and other media. The Cardholder and the Client may be the same person or two different persons.
- 2.5. **Contactless Payment Function** – authorization (confirmation) of a Payment Operation by holding a Card next to a card reader.
- 2.6. **CVV2 Number** – a Card confirmation number; last three numbers in the signature field on the back side of the Card.
- 2.7. **General Terms** – Trustcom System rules and its Annexes.
- 2.8. **Identification Tools** – data of the Cardholder imprinted on the Card (name of Cardholder, if applicable, Card number, CVV2 Number, Card validity period) and PIN code.
- 2.9. **Issuer** – WireCard Card Solutions Ltd.
- 2.10. **Payment Instrument** – any payment instrument which the Trustcom System allows to link to the Trustcom Account and make, or in separate cases, also accept Payment Transfers by using the Payment Instrument.
- 2.11. **Payment Operation** – a money transfer, payment or withdrawal initiated by a payer or a payee.
- 2.12. **Point of Sale** – a physical location where the merchant or service provider accepts payments for goods and/or services by the Card.
- 2.13. **Trustcom** – TRUSTCOM FINANCIAL UAB, its branches and representative offices, companies of the Trustcom group, depending on the country of residence of the Client, and other legal persons which may be hired by TRUSTCOM FINANCIAL UAB for provision of services and which may be authorized to act on behalf of TRUSTCOM FINANCIAL UAB; all Payment Services will be provided entirely by TRUSTCOM FINANCIAL UAB

(legal person's code 304521377; Electronic Money institution license No. 23, issued on 21-12-2017; issuing and supervisory body is the Bank of Lithuania www.lb.lt; data about TRUSTCOM FINANCIAL UAB is collected and stored at the Register of Legal Entities of the Republic of Lithuania).

- 2.14. **Mastercard** – the international payment card association managing the electronic money system which processes and manages information about Card Payment Operations.
- 2.15. The definitions used in the Payment Card Rules are understood as they are defined in this section. Other terms which are used and capitalized shall be understood as they are defined in the General Terms.

3. GENERAL RULES

- 3.1. The Card is issued and owned by the Issuer, while Trustcom is distributing the Card and providing electronic access to the Card Account. The Card Account is opened in the electronic money institution Trustcom Financial UAB.
- 3.2. The Card can be issued to the Client at to the following conditions:
 - 3.2.1. The Client has reached the age of 18;
 - 3.2.2. The Client owns a Trustcom Account;
 - 3.2.3. The Cardholder is the Resident of one of the European Union member states;
 - 3.2.4. The Client's identity has been verified using the procedure stipulated in the internal procedures of Trustcom Financial.
- 3.3. The Client is obliged to pay the fees for the Card maintenance, Payment Operations and other operations set by Trustcom. Fees are indicated at the Trustcom website <https://trustcomfinancial.com/debit-card>
- 3.4. The Client confirms that he/she has got acquainted with the relevant fees for the Card services. By accepting the Payment Card Rules the Client agrees that the fees are automatically deducted from his/ her accounts accessible via Trustcom System.
- 3.5. The Payment Card Rules come into force from the moment the Client orders the Card via Trustcom System.

4. CARD ISSUANCE

- 4.1. In order to obtain the Card, the Client shall submit a request via his/ her Online Account in the Trustcom System.
- 4.2. In order to obtain the Card, the Client shall have a sufficient amount of funds on his/her Trustcom Account. These funds will be used to pay for the issuance and the delivery of the Card. In case the funds on the Trustcom Account are insufficient, the Client will not be able to order the Card.
- 4.3. The Card is delivered to the Client via post to the indicated address within 14 working days after the order. If the Client does not receive the Card in one calendar month, the Client shall contact Trustcom via Trustcom System. In case it is determined that the Client has not received the Card not due to the Client's fault, Trustcom permanently blocks the Card, produces and sends to the Client a new Card free of charge.
- 4.4. New Cards issued to the Clients are not activated and the Cardholder can not use the Card to withdraw cash at ATMs or to pay at points of sale and/or on the Internet until the Card is

activated by the Client. The Card must be activated in the Online Account of the Client in the Trustcom System. After activating the Card, the Cardholder receives a PIN code.

45. If the Card has a Contactless Payment Function, the Cardholder may execute Payment Transactions, that do not exceed the amount of the transaction specified in the card reader, without entering the PIN code.
46. The Card issuance and delivery fees are deducted from the Client's Trustcom Account at the moment of ordering the Card.
47. When issuing the Card, a Card Account is automatically opened to the Client. The Card Account is intended for executing Payment Operations performed by using the Card. The Card Account is managed under conditions of the General Terms and Account Opening Rules.
48. The Client agrees to issue an additional Card for other persons, who will be Cardholders of the Cards and will be using the Card Account, by filling in the request in the Trustcom System. The Client commits to ensure that the Cardholder of the additional Card will use the Card following these Payment Card Rules, the General Terms, Account Opening Rules and other/ or Annexes.
49. A new Card is issued to the Client automatically upon the expiry of the Card and is delivered by sending it to the address indicated by the Client in the Trustcom System. If the Client does not wish to receive a new Card or wants it to be delivered to another address, he/ she has to change the settings in the Online Account no later than 30 days before the Card expiry date.
- 4.10. For issuance and delivery of a new Card the standard fees are applied, which are automatically deducted from the accounts of the Client in the Trustcom System. A new Card is not produced or delivered until all the related fees are paid.
- 4.11. In case the Client does not activate the Card within 30 (thirty) days from the Card issuance and delivery via post to the address indicated by the Client, the Card will be automatically blocked. If the Client does not unblock the Card within 60 (sixty) days from the Card issue and delivery via post, it will be blocked permanently. In case the Client still wishes to use the Card, he/ she shall submit a request in his/ her Online Account to issue the Card again and will accordingly pay all fees set by Trustcom.
- 4.12. Upon receipt of the Card via post, the Client and/ or Cardholder shall:
 - 4.12.1. make sure that the name and the surname of the Cardholder on the Card are correct;
 - 4.12.2. sign in the signature field on the back side of the Card;
 - 4.12.3. in case the envelope is damaged, the Client shall not activate the Card received via post, will inform Trustcom within 24 hours and will return the envelope with the Card to Trustcom.
- 4.13. In order to refuse the Card which had been issued, the Client shall fill in a request in his/ her Online Account. Additional fees may be charged for the Card refusal.

5. CARD USE RULES

- 5.1. The Card shall only be used by the Cardholder who has signed on the Card.
- 5.2. The Cardholder can use the Card for the following purposes:
 - 5.2.1. to pay for goods/ services at points of sale labelled with MasterCard logo;

- 5.2.2. to pay for goods / services on the Internet;
- 5.2.3. to withdraw funds from ATMs labelled with MasterCard logo.
- 5.2.4. to pay for goods/ services using Contactless Payment Function in special places, marked with a sign of contactless payment, not exceeding the amount of the transaction set for a particular card reader. The limits for transactions using Contactless Payment Function may vary, depending on the country where the payment is being made.
- 5.3. The currency of the Card Account is EURO. When the Client adds funds to the Card Account in another currency than the currency of the Card Account, the currency is automatically converted according to the currency exchange rate of Trustcom valid at that moment, which is constantly updated and published on Trustcom website. When the Client pays for goods/ services by the Card at Points of Sale or withdraws funds in a currency other than the currency of the Card Account, fees set by Trustcom are applied for the Payment Operation and currency exchange.
- 5.4. One Payment Operation by the Card can not exceed the amount of EUR 10 000, unless lower transaction limits are applied by Trustcom at the moment of the payment operation. In case the Payment Operation of the Cardholder, including the fees for such operation, exceeds the limits, the Payment Operation will not be executed.
- 5.5. When using the Card to pay at the Points of Sale or to withdraw cash at ATMs, the Cardholder confirms the correctness of performed operations with a PIN code or by signing on the receipt at the Point of Sale. Such Payment Operation is considered to be properly authorized. In case the person who is accepting the payment by the Card requests the personal ID document, the Cardholder shall provide the requested personal ID document evidencing his/ her identity. When using the Contactless Payment Functionality within the limits set for such operations, the settlement and authorization of the Payment Transaction may be executed at the Point of Sale by holding the Card to a card reader instead of validating the transaction with a PIN code or a signature.
- 5.6. When paying for goods/ services on the Internet, the Cardholder submits requested Identification Tools to the merchant/service provider. Such Payment Operation is considered to be properly authorized.
- 5.7. When the transaction using the Card is executed, the amount of the Payment Operation is reserved on the Card Account of the Client under the rules of MasterCard association, including fees applicable for the operation. Funds are deducted from the Card Account upon receipt of a message from the merchant/ service provider about the payment completed.
- 5.8. Payment Operations may not be executed:
 - 5.8.1. in case the funds on the Card Account are arrested or the right to manage the funds is limited in another way;
 - 5.8.2. if the Card is blocked;
 - 5.8.3. if the amount of funds on the Card Account is insufficient to perform the Payment Operation (including fees for the operation);
 - 5.8.4. if the limits of the Card are exceeded;
 - 5.8.5. if the Card has expired;

- 5.8.6. if the Identification Tools are indicated incorrectly and/ or the suspicion arises that the order to perform the Payment Operation has been submitted by a person other than the Cardholder;
- 5.8.7. in other cases, stated in Payment Card Rules.
- 5.9. In case the Client does not pay due fees for Card services on time, Payment Operations may not be executed and the Card Account of the Client is first to be used to satisfy the requirements of Trustcom under the Payment Card Rules.
- 5.10. The Client can see Payment Operations made by the Card in his/ her Online Account by generating a Card Account Statement. The Cardholder should keep the data confirming the performance of the operations made by the Card (the receipts) until the Payment Operations are stored in the Card Account Statement.
- 5.11. The Client may check the balance of the Card Account:
- 5.11.1. in the Online Account of the Client;
- 5.11.2. at ATMs labelled with MasterCard logo. Certain fees for checking the balance using this method may be applied, depending on the MasterCard rules;
- 5.11.3. in other ways indicated in the Trustcom System.
- 5.12. The ways to add funds to the Card Account and applicable fees are provided in the Trustcom System.
- 5.13. It is forbidden to use the Card to perform illegal operations, including purchase of goods or services prohibited or limited by the law or other legislation.
- 5.14. Trustcom and/ or the Issuer has the right to temporarily suspend the use of the Card due to significant reasons (e.g. maintenance or development works, change of software, etc.) The Client is informed about such suspension in his Online Account prior to it, if it is technically possible.
- 5.15. If Trustcom receives instructions from bailiffs and/ or other authorities or officers who have the right to arrest or give instructions to compulsorily deduct monetary funds of the Client or terminate payment of monetary funds from the accounts of the Client, Trustcom has the right to transfer funds on the Card Account of the Client to the Trustcom Account of the Client without a separate notice and thus execute the instructions of such authorized persons and/ or authorities or officers.

6. CARD BLOCKING

- 6.1. If, in the event of a Card loss, the Client and/ or Cardholder assumes that Identification Tools may have become known to third persons or the Client and/ or Cardholder notices illegal operations performed on his/ her Card Account, the Client and/ or Cardholder shall immediately inform Trustcom about it in written (by emailing it to support@trustcomfinancial.com). After such notification the Card shall be blocked. The Client may also block the Card in his/ her Online Account. When blocking the Card, Trustcom may request to fill in additional documents in the Online Account and submit additional data. It is forbidden to use the blocked Card. If the Cardholder assumes that the Card has been stolen, Identification Tools have become known to third persons and/ or illegal operations may be performed in the Card Account, he/ she shall inform competent authorities.

62. If the Client has several Cards and loses one of them or suspects that Identification Tools of one of the Cards have become known to third persons or that one of the Cards is used to perform illegal operations, only the suspected Card is blocked, while other Cards can be used by the Cardholder.
63. The Client shall confirm the circumstances, time and place of losing the Card or its Identification Tools to Trustcom in written not later than in 14 (fourteen) calendar days since notification described in point 6.1 has been provided. If the Cardholder fails to fulfil this obligation in written within indicated period of time, it is considered that the Cardholder has lost the Card or the Identification Tools have become known to third persons due to gross negligence of the Cardholder.
64. In case the Client suspects that the Card has been stolen, its Identification Tools have become known to third persons and/ or illegal operations may be performed on the Card Account, but the Client does not inform competent authorities about it, it is considered that the Client has lost the Card or the Identification Tools have become known to third persons due to gross negligence of the Client.
65. The Client and/ or Cardholder commits to provide Trustcom with all information necessary to investigate cases of loss, theft or falsification of the Card or its Identification Tools.
66. In case the Cardholder enters an incorrect PIN code 3 times consecutively when using the Card to pay at Points of Sale or at ATM, the Card shall be permanently blocked.
67. Trustcom has the right to block the Card Account (fully or partially suspend Payment Operations on the Card Account) and/ or the Card (fully or partially forbid to use it), terminate to provide the Payment Card Service, close the Card Account and apply other measures described in the General Terms and Conditions, if:
- 6.7.1. the Client and/ or Cardholder does not comply with the conditions of the Payment Card Rules;
- 6.7.2. the Client has outstanding debt to Trustcom;
- 6.7.3. there are other reasons for blocking or suspending Trustcom Account or Payment Operations on the Trustcom Account on the basis of the legislation or the General Terms or Account Opening Rules.
68. If the Card had been blocked at the initiative of the Client, Trustcom can unblock it only if the reason for blocking the Card has disappeared and Trustcom has received a written request from the Client. The Client can unblock the Card in his/ her Online Account if the reason for blocking the Card has disappeared. If the Card was blocked permanently, it cannot be unblocked. The blocked Card can be replaced with a new one under a request of the Client.
69. Trustcom does not bear any liability for losses incurred by the Client in case the Card has been blocked under the procedure set by the Payment Card Rules.

7. REQUIREMENTS FOR SAFE USE OF THE CARD

- 7.1. The Client and/ or the Cardholder commits:
- 7.1.1. to sign the Card upon its receipt;
- 7.1.2. to protect the Card from exposure to water, high temperature, electromagnetic fields, mechanical or other damage, not to fold the Card;
- 7.1.3. not to give the Card and not to reveal the Identification Tools to third persons, not allow and not create conditions for third persons to use the Card or Identification Tools;

- 7.1.4. to keep the Identification Tools of the Card secret (giving the Card for performance of operation is not considered disclosure of the mentioned information);
- 7.1.5. not to send the Card via mail neither in Lithuania, nor abroad, as well as not to leave the Card in ATM after using it;
- 7.1.6. to consider the Card a valuable document and to store it in the same manner as money, checks or other valuable documents are stored.
- 72. Trustcom recommends to memorize the PIN code of the Card and not to write it down on the Card, notebook, piece of paper or elsewhere, not to enter it into a mobile phone, email or other electronic means of communication. Accordingly, it is recommended not to write down or store the Identification Tools of the Card. The Identification Tools are secret information and the Client is liable for disclosure of this information and all operations performed using Identification Tools.

8. OTHER TERMS AND CONDITIONS

- 81. The Card is valid for the period of 3 years. In case the Card gets damaged, blocked or personal data of the Cardholder has changed, the Client has the right to submit a request for a new Card which will be valid for other 3 years.
- 82. Expiry of the Card does not revoke the validity of the General Terms and Conditions or Account Opening Rules. When the General Terms and Conditions cease to be in force, the Client can continue to use the Card until all funds on the Card Account are finished; whereas in order to withdraw funds from the Card Account, the Client shall contact the Issuer. In such case, the Client will not be able to manage the Card via his/ her Online Account in the Trustcom System.
- 83. Trustcom has the right to:
 - 8.3.1. transfer the claim rights that arise from the Payment Card Rules to other persons without a separate consent from the Client;
 - 8.3.2. deduct arrears of the Client and fees payable to Trustcom from accounts of the Client in the Trustcom System.
- 84. The Client shall:
 - 8.4.1. provide correct contact data and exact address where the Card and notifications related to the Card will be sent. If the Client does not receive the Card, the Client is supposed to inquire about the reasons;
 - 8.4.2. be responsible for all debts and/ or fees that arise while using the Card and will immediately cover them;
 - 8.4.3. notify that he/she refuses the new Card 1 (one) month prior to the expiry date of the Card, so that Trustcom would not order a new Card or deduct fees;
 - 8.4.4. inform Trustcom about his/ her wish to terminate the Payment Card use and will pay fees for refusal of the Card prior to its expiry;
 - 8.4.5. ensure that the Cardholder acts in compliance with these Payment Card Rules, General Terms and Account Opening Rules, and is liable for all actions of the Cardholder;

- 8.4.6. periodically, at least once a month, will check the Card Account Statement and Payment Operations indicated in the Statement.
- 8.5. The Client shall bear all losses related to Card use if they were incurred as a result of actions of the Client performed on purpose, not in good faith, due to gross negligence or in other cases stated by legislation.
- 8.6. Trustcom and/ or the Issuer is not liable:
 - 8.6.1. if a third party refuses to accept the Card or to pay out cash, or the transaction with the Card cannot be confirmed due to actions of a third party;
 - 8.6.2. for not receiving a payment confirmation when the Client is using the Card due to reasons beyond the control of the Issuer or Trustcom;
 - 8.6.3. if the quality of goods/ services, provided by a third party to the Client and paid using the Card, are of poor quality;
 - 8.6.4. for indirect losses or damage incurred when using the Card;
 - 8.6.5. for implementation of promotion or loyalty programs by third persons to the Client.

9. CLAIMS

- 9.1. Complains, disputes and/or claims between Trustcom and the Client shall be resolved in accordance with the procedures set in the Trustcom Financial UAB Rules on investigation of complaints that can be found at <https://trustcomfinancial.com/complaints/>