

# B4B PAYMENTS CORPORATE LOAD, PERSONAL SPEND CARD

## TERMS AND CONDITIONS OF USE

### 1. ABOUT THESE TERMS AND US

- 1.1. These terms and conditions ('Terms') apply to your use of this Card and any associated services and form a legal agreement between you and us. By using your Card, you are demonstrating your agreement to these Terms.
- 1.2. Please read these Terms carefully. These Terms tell you who we are, how we will provide our Card services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you have any questions about these Terms, please contact us.
- 1.3. The Card and electronic money ('e-money') loaded on it are issued by UAB B4B Payments Europe, company code 305539054, located at Lvovo str. 105A, Vilnius, LT-08104, Republic of Lithuania, issued with the electronic money institution license by the Bank of Lithuania, authorisation code is LB002020, license number is 76. UAB B4B Payments Europe is supervised by the Bank of Lithuania located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. More information about the Bank of Lithuania is detailed by this link <https://www.lb.lt/en/>.
- 1.4. A copy of these Terms will be provided to you via e-mail or other methods or by our Business Partner. The most up-to-date copies of these Terms are available online at [www.b4bpayments.com](http://www.b4bpayments.com). You can request a copy of these Terms at any time throughout their duration.

### 2. DEFINITIONS

In these Terms, the following words and phrases have the meanings shown next to them (in addition to other words or phrases defined elsewhere in these Terms):

**App** – means the B4B Payments App available from the Apple App store or Google Play store;

**ATM** – means automatic teller machine or cashpoint facility or cash dispenser;

**Business Day** – means a day between and including Monday to Friday, between 9am and 5pm (Lithuanian time) except for bank or public holidays in the Republic of Lithuania

**Business Partner** – means your employer or other client of UAB B4B Payments Europe who instructed us to issue a Card to you and is responsible for loading funds to your Card;

**Card** – means any prepaid card issued to you under these Terms, which may be in physical or virtual form (including any replacement Card);

**Card Scheme** – means Mastercard;

**Customer Services** – means our customer services team that you can contact via the methods set out in clause 27 below;

**Online Portal** – means the online access portal found at:

<https://www.b4bpayments.com/login>

**PIN** – means personal identification number i.e. the security number provided for use with the Card;

**Retailer**– means any retailer, merchant or other supplier of goods and/ or services which accepts payment using a Card;

**Retailer's Bank** – means the merchant acquirer used by the Retailer for the purposes of receiving payments made using a Card;

**Security Credentials** – means any tool, information or setting that you can use to access information on the Card and/or to make transactions using the Card, which may include username, password or passcode, security question and answer, biometric details such as fingerprint, Card number, PIN, as we may advise you from time to time;

**Summary Box** – means the section that includes notification of charges, limits and restrictions associated with the Card and which will always be available to you within the secure area of the Online Portal;

**we / us / our** – means UAB B4B Payments Europe or (in certain cases) its co-brand partner acting on its behalf;

**you / your** – means the person/employee to whom the Card has been issued and provided under these Terms.

### 3. ELIGIBILITY AND APPLYING FOR YOUR CARD

- 3.1. To use our Card you must be at least 18 years old. We may cancel the Card (and stop providing associated services) if we find out you are not eligible for it.
- 3.2. One of our Business Partners must apply for the Card on your behalf and we may ask to see the evidence our Business Partner holds to check who you are and where you live or we may require documentary evidence from you to prove this and/or we may carry out checks on you electronically. We may also carry out checks on your identity on an on-going basis through the duration of these Terms. You agree to provide any such information and documents as we may reasonably request.

### 4. ABOUT THE CARD

- 4.1. The Card is personal to you. You must not allow any other person to use it.
- 4.2. E-money will be issued to you once the Card is loaded with funds. The Card is a prepaid Card. It is not a debit card and is not connected to any bank account. It is also not a guarantee card, a charge card or a credit card. Interest will not be earned on any funds loaded on to the Card.
- 4.3. The Card is an e-money product, and as such the funds loaded on your Card are not covered by the Deposit Compensation Scheme. In the unlikely event that UAB B4B Payments Europe becomes insolvent, your funds may become valueless and unusable, and as a result you may lose your money. However, UAB B4B Payments Europe is obliged to safeguard the funds it receives in exchange for the e-money issued by keeping the funds separate from its own money in a safeguarding account with a credit institution (bank), or to protect the funds with an insurance policy or a comparable guarantee. This means that, in the unlikely event UAB B4B Payments Europe becomes insolvent, you should get most of your money back (after deduction of the relevant costs of distributing the funds), but it could take longer.

- 4.4. The Card will be provided in a stated currency as indicated on your Card (if it is a physical Card) or in all other cases on the Online Portal. All references to that currency in these Terms are relevant to you.
- 4.5. Financial and other limits may apply in relation to the Cards (for example, the maximum balance that may be held on the Card, the value of individual Card transactions or an aggregate number or value of such transactions in a particular time period). Such limits will be as set out in the Summary Box and may be changed by us from time to time. To manage our risk, particularly with respect to money laundering, fraud or security concerns, we may also apply internal controls, including limits, to certain types of transactions from time to time but for security purposes, will not disclose them. We may refuse to execute any transaction to load your Card or to make a Card payment if it would breach any such limits.

## **5. KEEPING YOUR CARD AND SECURITY CREDENTIALS SAFE**

- 5.1. We will provide or set you up you with certain Security Credentials (such as PIN, password or Card number) so that you can use your Card to make transactions and/or access information on your Card. You must take all reasonable steps to keep your Card and any such Security Credentials safe to protect the funds on your Card.
- 5.2. You must sign your physical Card as soon as you receive and only release the Card or other Security Credentials to make (or try to make) a transaction.
- 5.3. You must not:
  - 5.3.1. allow anyone else to use your Card and/or other devices which may be used to access your Card or Security Credentials (such as your mobile phone where you keep your Card details or other Security Credentials);
  - 5.3.2. give or disclose to any other person your Security Credentials (such as PIN or any other security information you have given us);
  - 5.3.3. choose Security Credentials like a PIN or password that is easy for someone else to guess (such as 1234 or your date of birth);
  - 5.3.4. write down your Security Credentials in a way that someone else could understand them.
- 5.4. You can disclose your Security Credentials to authorised TPPs that require this information to provide their account information service to you. Please see further clause 25.

### **When You Need to Contact Us**

- 5.5. If your Card is lost or stolen or you believe that someone else has used or otherwise has unauthorised access to your Card or Security Credentials (for example, if your Card, Card number or PIN may be misused, or if a mobile device where you keep them has been lost, stolen or misappropriated), you must:

**5.5.1.**Telephone Customer Services without undue delay (we have a 24-hour service) so that we can stop your Card and Security Credentials;

**5.5.2.**if we ask, write to Customer Services within seven days to confirm the loss, theft or possible misuse, and

**5.5.3.**stop using the Card, Card number or Security Credentials (such as PIN) immediately. If you find the Card after you have reported it lost, stolen or misused, you must cut it up and tell us as soon as you can.

5.6. If your Card or any replacement Card is lost or stolen, once you have reported it you can request a replacement by telephoning Customer Services. We will charge a fee for the replacement Card. This fee is set out in the Summary Box.

## 6. LOADING THE CARD

6.1.Our Business Partners will load funds to your Card. Funds cannot be loaded to your Card by you or from any other source.

6.2.We may refuse to accept any particular loading transaction if:

6.2.1. it would breach any limit applicable to your Card;

6.2.2. the Card is inactive, blocked or terminated;

6.2.3. the person making the loading transaction or its source or method are not as approved by us;

6.2.4. the person making the loading transaction has provided incorrect/invalid details for the load; or

6.2.5. we know or suspect the transaction is fraudulent or unauthorised.

6.3.If the loading transaction is refused, your Card will not be credited and the funds may be sent back to the sender without prior notice to you.

6.4.Once we have received a request to load the Card and we are in receipt of funds from our Business Partner we will process the load request without delay and the funds will be available to use on the Card as soon as the funds are received.

6.5.Our Business Partner may also load funds to your Card in real time if they have requested the facility to do this and we have approved this facility for them.

## 7. USING THE CARD

7.1.The Card is a prepaid product which can be used to pay (whether in-store, via the internet or over the phone) Retailers that display the Card Scheme symbol or acceptance mark. If you have been issued with a virtual Card, it can only be used to

pay Retailers online or via the phone. You can use your Card for full or part payment for your purchase in which case you will be required to pay the outstanding amount of the purchase by alternative means, for example, cash or debit or credit card provided the Retailer accepts a combination of payment methods. The physical Card can also be used to withdraw cash through ATMs. There is no cash back facility. If you have been issued with a simplified due diligence Card or limited features Card then you may only use it to withdraw cash at ATMs and Retailers within Europe. You can check the type of Card you have been issued and where it can be used in the Summary Box.

7.2. You must have sufficient funds available on the Card to cover the amount of any Card transactions and any applicable fees, which will be deducted from the balance on your Card. If any transaction takes you over your available funds or the Card limits in force the transaction will be declined.

7.3. You must not use the Card for:

7.3.1. any prohibited or disabled types of transactions as stated in the Summary Box; or

7.3.2. any illegal purposes.

7.4. Your Card may not be used in situations where it is not possible for the Retailer to obtain online authorisation to check that you have sufficient balance on the Card for the transaction. This can include some transactions on trains, ships, and some in-flight purchases.

7.5. We may at any time stop, suspend or restrict your Card or Security Credentials (such as PIN) or refuse to execute a Card transaction if:

7.5.1. we are concerned about the security of or access to your Card, Card details or Security Credentials;

7.5.2. we suspect the Card or Security Credentials are being used in a unauthorised or fraudulent manner;

7.5.3. executing the transaction would breach any limit applicable to your Card;

7.5.4. there are insufficient available funds on the Card to cover the amount of the transaction and any applicable fees;

7.5.5. you have failed to use the authentication method and/or Security Credentials required;

7.5.6. we have reasonable grounds to believe that you are not complying with these Terms; or

7.5.7. we have reasonable grounds to believe that continued use of your Card or Security Credentials may cause us to break the law, code, rules of the Card Scheme or other duty applicable to us or might expose us to claims from third parties or damage our reputation.

7.6. We will, if possible, inform you before stopping, suspending or restricting your Card or Security Credentials (such as PIN) or refusing to execute a Card transaction that we intend to do so and the reasons for doing this. Where we refuse to execute a Card transaction due to reasons related to factual matters, we will also tell you about the procedure for rectifying any factual errors that led to such refusal. If we are unable to inform you beforehand, then we will inform you immediately afterwards. We will not inform you where doing so would compromise reasonable security measures, or would be unlawful. If the reasons for stopping, suspending or restricting the Card or Security Credentials no longer apply, we will unblock and/or replace them.

## 8. AUTHORISING TRANSACTIONS

8.1. You authorise and consent to a Card transaction when you:

8.1.1. enter a PIN or provide other Security Credentials;

8.1.2. provide Card number and/or any other Security Credentials as requested;

8.1.3. wave or swipe the Card over a Card reader or insert your Card into a card device or an ATM;

8.1.4. sign a sales voucher.

8.2. Your authorisation of Card transactions can be for a single transaction, or a series of recurring transactions on a Card (where you give your Card details to the Retailer to be used for Card payments in the future).

8.3. You may be required to provide appropriate Security Credentials depending on the method used to authorise Card transactions.

8.4. We will execute Card transaction as soon as we receive the transaction request. The time of receipt of a transaction request is when it is received by us, which may be the time you consent to the transaction, or the time we receive the request for the recurring Card payment you have previously authorised with the Retailer.

8.5. You cannot stop a Card transaction after the transaction request has been transmitted to us. You can cancel a recurring Card transaction if you give us a notice of cancellation no later than the end of the Business day before the payment is due to be executed. You can do so by contacting Customer Services by telephone.

## 9. FOREIGN CURRENCY TRANSACTIONS

9.1. The Card can be used for transactions which are not in the currency of the Card although a fee will be applied for doing so.

9.2. If you make a transaction in a currency other than the currency of the Card, it will be converted to the currency of the Card by Mastercard scheme at a rate on the date the transaction is processed using the Mastercard reference rate. You can check the

Mastercard reference rate at <https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html>. We will also charge a currency conversion charge, see Summary Box.

9.3. The Mastercard scheme rate is not set by us and may change. The exchange rate which applies on the date that you make Card transaction may not be the same as the exchange rate used on the date it is converted and deducted from Card balance. The exchange rate applied will include our currency conversion charge. Your online statement will show the exchange rate and service charge applied. We also provide information on the total currency conversion charges (including the Mastercard rate and our currency conversion charge) applicable to Card payments, expressed as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank on the Online Portal.

## **10. CARD BALANCE, TRANSACTION INFORMATION AND STATEMENTS**

10.1. We will make information about the available balance on the Card and transactions to and from Cards available online through Online Portal and App. You can also check this information by telephoning our automated Customer Services line, 24 hours a day. You should carefully review all Card transaction information regularly.

10.2. Unless the applicable law requires otherwise, the Card transaction information made available to you will include:

10.2.1. a reference enabling you to identify each transaction and, where appropriate, information relating to the payee or payer;

10.2.2. the amount of each transaction in the currency in which the Card is debited or credited (as applicable);

10.2.3. the amount of any charges for the transaction including their break down, where applicable;

10.2.4. where applicable, the exchange rate used and the amount of the transaction after the currency conversion;

10.2.5. the debit or credit (as applicable) value date.

10.3. We will also provide the same information on a statement at least once per month free of charge by email or via Online Portal, in which case we will notify you by email when the statement is ready. We may not provide a statement if there were no transactions on your Cards in a month since the last statement.

## **11. WHEN YOUR CARD EXPIRES**

11.1.The Card's expiry date is printed on the Card (where the Card is physical) or stated on the Online Portal (where the Card is virtual). Your Card cannot be used for transactions or reloaded after its expiry date.

11.2.In some cases, our Business Partner may have requested that a shorter expiry date be applied to your Card than is shown on the physical Card. If this is the case, then it will be displayed in the Online Portal.

11.3.What happens when your Card expires will depend on what our Business Partner has requested us to do which may be any of the following (please see the Summary Box as it confirms which applies to your Card):

11.3.1.a replacement Card will be provided to you once the Business Partner asks us to do so and the Business Partner will cover the replacement Card costs;

11.3.2.a replacement Card will be automatically provided to you and a replacement Card fee (see Summary Box) will be deducted from the balance on your Card. We will not provide you with a replacement Card if there are insufficient funds on your Card to pay the replacement Card fee;

11.3.3.a replacement Card will not be provided to you automatically. If you wish your Card to be replaced on expiry, you must contact Customer Services to order a replacement Card in which case a replacement Card fee (see Summary Box) will be deducted from the balance on your Card. If you do not wish your Card to be replaced, you can request to redeem the remaining funds on your expired Card in accordance with clause 13.

## **12. DORMANT CARDS**

12.1.If there are no load or spend transactions on your Card for a continuous period of 3 months ('Dormancy Period'), your Card will become dormant and we will charge a dormancy fee (see Summary Box) every 30 days commencing on the first day following the Dormancy Period. Note that dormancy fee may deplete the funds on your Card completely. This fee will continue to apply (even after termination of these Terms and expiry of your Card) until the date you request the balance be redeemed, or there is a load or spend transaction on your Card.

12.2.We will not automatically replace your Card in accordance with clause 11 if your Card expires while it is dormant.

## **13. REDEMPTION**

13.1.You can redeem all or part of the value of e-money on your Card at any time by requesting us to refund such value. You can do so by telephoning Customer Services. You will need to provide us the details of an account to which you would like the refund to be made and any other details we may require. We may ask you to provide satisfactory confirmation of your identity and address before the refund is made.

13.2. A redemption fee will be charged (see Summary Box) to cover redemption costs on each redemption request if:

13.2.1. redemption is requested before these Terms are terminated for any reason;

13.2.2. you terminate these Terms before any agreed termination date; or

13.2.3. redemption is requested more than one year after the date these Terms are terminated.

13.3. The redemption fee will not be charged for redemption that is requested:

13.3.1. at termination of these Terms or up to one year after that date;

13.3.2. you cancel your Card and terminate these Terms in accordance with clause 18 (Cancellation Rights).

13.4. We will not refund the remaining value of funds on the Card if you make the request for redemption more than 6 years after the date of termination of these Terms.

## **14. UNAUTHORISED OR INCORRECTLY EXECUTED TRANSACTIONS**

### **14.1. Your Duty to Notify Us**

14.1.1. If a transaction to or from your Card is executed incorrectly or a Card transaction has not been authorised, you must, on becoming aware of such incorrectly executed or unauthorised transaction, notify us without delay and in any case within 13 months after the transaction was debited to the Card. See clause 5.4 above on how to notify us. You will be liable for all losses incurred in respect of any unauthorised or incorrectly executed transactions and will not be entitled to a refund if you do not notify us in accordance with this clause.

14.1.2. We will, on receipt of your notification, review the Card transaction instructions, investigate and trace (as appropriate) the relevant payment and will notify you of our findings (to the extent we are permitted to do so by law).

14.1.3. If after we refund you for Card payment for any reason, our investigation discovers that you were not entitled to a refund, we will deduct the amount of the refund from the funds held on the Cards and we reserve the right to recover the value of any refunded payment by any other legal means.

### **14.2. Late or Incorrect Payments to Your Card**

14.2.1. If we are responsible for crediting a load transaction to your Card later than it should have been, we will credit the Card immediately with the right load amount and refund any charges to put the Card in a position had the load transaction been credited in time.

14.2.2. If a load transaction is received to your Card by mistake, we are obligated to provide to the payment service provider that sent the incorrect payment certain information about you and the payment to enable them to recover the funds.

### 14.3. **Incorrectly Executed Transactions from Your Card**

14.3.1. If we execute a transaction from your Card incorrectly, we will refund the amount of incorrectly made transaction without undue delay, together with any charges to put the Card in a position had the relevant transaction not been made, except where:

14.3.2. the transaction request provided by you was not correct, in which case we will make reasonable efforts to trace the payment and recover the payment amount if you ask us to do so and will notify you of the outcome. We will charge you a fee to recover our costs in doing so;

14.3.3. we can show that the payment was received by a Retailer's Bank (in which case the Retailer's Bank is liable).

### 14.4. **Unauthorised Transactions from Your Card**

14.4.1. If you notify us of unauthorised Transaction from your Card (for example, that someone else has used the Card or Card details without your permission) we will refund the amount of the unauthorised transaction, including any associated fees to put the Card back into position had the unauthorised transaction not been made, as soon as possible and in any case no later than the end of the Business Day after the day you notify us, unless we have reasonable grounds to suspect fraudulent behaviour and have notified the police or other person permitted by law. If we make a refund, you will not have any further claim against us in respect of such unauthorised transaction.

14.4.2. If we have reasonable grounds to believe that you are not entitled to a refund, we may investigate your claim further before making a refund. You agree to provide us any such information as we may reasonably require to assist our investigation, including through electronic means.

14.4.3. You will be liable for all losses incurred with respect to unauthorised Card transaction and will not be entitled to a refund if:

14.4.3.1. the Card transaction was authorised by you;

14.4.3.2. you have acted fraudulently, or with intent or gross negligence, have failed to comply these Terms with respect to keeping your Cards and Security Credentials safe and secure (see clause 5 in particular).

14.5. If your Card or Security Credentials are used without your permission, or are lost, stolen or if you think the Card or Security Credentials may be misused, we may disclose to law enforcement agencies, any information which we reasonably believe may be relevant.

### 14.6. **Transactions Initiated by Retailer**

14.6.1. You may be entitled to a refund for certain pre-authorized transactions, i.e. payments initiated by a Retailer where you have agreed for the payment to be taken from the Card in advance without agreeing a specific amount, provided that:

14.6.1.1. your authorisation did not specify the exact amount;

14.6.1.2. the amount of payment exceeded the amount you could reasonably have expected (taking into your previous spending patterns and other relevant circumstances). We may ask you to provide such information as is reasonably necessary to determine if this is correct;

14.6.1.3. you have asked us for a refund within 8 weeks of the date the transaction was debited to your Card.

14.7. You will not be entitled to a refund of a pre-authorized transaction if you have been told by us, or the Retailer, of the amount of that transaction at least 4 weeks before the transaction was due to be deducted from your Card balance, and you consented to the transaction.

14.8. If you are entitled to a refund for a transaction initiated by Retailer, we will refund you within 10 Business Days of receiving your request for a refund or, where applicable, within 10 Business Days of receiving any further information we request, or will provide you with reasons for refusing the refund.

## 15. SHORTFALL

15.1. If for any reason whatsoever, a shortfall on the available funds on the Card arises because a Card transaction is completed when there are not enough available funds on the Card for that transaction including any associated fees, you must reimburse the amount of the shortfall immediately upon our request. We may charge the amount of the shortfall against the funds on any Cards held by you, including any subsequently loaded funds. We may suspend the Cards until we are reimbursed the amount of such shortfall.

## 16. OUR LIABILITY

16.1. We will not be liable to you:

16.1.1. in relation to any contravention of our obligations under the Lithuanian Law on Payments (to the extent these regulations apply to these Terms) and including any liability for breach of these Terms arising in relation to such contravention, where such contravention is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary, or our obligations under any applicable law;

16.1.2. subject to clause 16.1.1 above, for any delay, interruption or failure to fulfil our obligations under these Terms which arises due to any abnormal or unforeseeable

circumstances outside our reasonable control (for example, a failure of computer systems which happens for reasons outside our reasonable control or any industrial action which happens for reasons outside our reasonable control);

- 16.1.3. for any person refusing to accept or honour (or delays in accepting or honouring) your Card or Security Credentials;
- 16.1.4. for any cash dispenser failing to issue cash. We will not be liable for the way in which you are told about any refusal or delay;
- 16.1.5. for the quality, safety, legality, or any other aspect of any goods or services purchased using the Card.

## **17. CHANGING THESE TERMS**

- 17.1. We may make changes to these Terms, including fees and charges, or introduce new terms for reasons including, without limitation:
  - 17.1.1. changes to the products or services or introducing new products or services under these Terms;
  - 17.1.2. withdrawal of a particular part of our products or services;
  - 17.1.3. changes in market conditions or operating costs that affect us;
  - 17.1.4. changes in technology, our systems and/or payment methods;
  - 17.1.5. making these Terms clearer or more favourable to you; or
  - 17.1.6. changes in relevant laws or regulations (including any applicable industry codes or rules).
- 17.2. Except if we are permitted or required to make changes to these Terms sooner in accordance with applicable law, we will give 2 months' prior written notice to you by email before any changes to these Terms come into effect.
- 17.3. We may make immediate changes to the exchange rates used to convert Card transactions in a currency other than the currency of the Card where such exchange rates are based on a reference rate we have disclosed to you or where the changes are more favourable to you.
- 17.4. You will be deemed to have accepted any change to these Terms unless you notify us of any objection before the date the change takes effect.
- 17.5. If you do not agree to the changes to these Terms, you can terminate these Terms and cancel your Cards free of charge by notifying us before the date the change takes effect. If you do so, you can request the return of any remaining balance on your Card in accordance with clause 13.

17.6. If we change these Terms, the new version of these Terms will be available at [www.b4bpayments.com](http://www.b4bpayments.com) from the date the change takes place.

## **18. CANCELLATION RIGHTS**

18.1. If you change your mind about having the Card, you can cancel it and terminate these Terms within 14 days of the date you receive confirmation of your application being approved by telephoning Customer Services. You will not be charged for cancelling the Card during this period. We will refund any balance remaining on the Card in accordance with clause 13. All refunds will be paid in the currency of your Card. You will not be entitled to a refund of any transactions and associated fees made using your Card up to the date you notify us of your cancellation.

## **19. ENDING THESE TERMS**

19.1. We may terminate these Terms at any time by giving you 2 months' prior written notice.

19.2. You can terminate these Terms by giving us at least 1 month's notice in writing to Customer Services after telephoning Customer Services.

19.3. We may terminate these Terms and cancel your Cards with immediate effect if:

19.3.1. you die;

19.3.2. an order for your bankruptcy is made;

19.3.3. you fail to pay any amounts due to us under these Terms within 30 days of the due date for payment;

19.3.4. you break any important term of these Terms and (where remediable) fail to remedy that breach within 30 days after being notified in writing to do so;

19.3.5. we reasonably believe that continuing to permit use of your Card may cause us to breach any applicable law, code or other duty that applies to us or expose us to any adverse action, censure, fine or penalty from any regulatory body, law enforcement or other governmental agency or the Card Scheme;

19.3.6. we are required to do so to comply with any applicable law or code or by a regulatory body;

19.4. we reasonably believe or suspect that the Card is being used for a purpose that is unlawful (which may include, without limitation, receiving the proceeds of crime onto the Card) or that you have committed or attempted to commit fraud or other illegal activity.

19.5. These Terms will terminate automatically when the last Card issued to you under these Terms expires and it is not replaced in accordance with clauses 11 or 12. In this case the date these Terms terminate shall be date your last Card expires.

19.6. If these Terms are terminated for any reason, your Card will be cancelled and you will not be able to use it. You will be liable for any transactions made using your Card but not yet processed before the date of cancellation. You can request the return of any remaining balance on your Card in accordance with clause 13.

19.7. Termination of these Terms will not affect:

19.7.1. the accrued rights, obligations and/or liabilities at the date of termination;

19.7.2. the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into continue to be in force on or after termination.

## 20. FEES

Fees will apply to your Card as set out in the Summary Box.

## 21. GENERAL

21.1. We may transfer our rights or obligations under these Terms or arrange for any other person to carry out our rights or obligations under these Terms. You may not transfer any of your rights or obligations under these Terms.

21.2. We can delay enforcing rights under these Terms without losing them.

21.3. If we cannot enforce any clause or sub-clause of these Terms, it will not affect any of the other clauses or sub-clauses or the other part of the clauses or sub-clause in these Terms.

21.4. These Terms are governed by the law of the Republic of Lithuania. The language of these Terms is English (you will also have a possibility to get acquainted with these Terms in Lithuanian which are available on our website) and you agree that all notices and information given under these Terms will be in English.

## 22. EXECUTION TIMEFRAMES FOR CARD-RELATED TRANSACTIONS

22.1. We will ensure that a Card transaction you make is credited to the Retailer's Bank, or that funds returned following a redemption or cancellation are credited to your bank within these timescales:

Type of Transaction	Timescale
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<ul style="list-style-type: none"> <li>• Transactions carried out in euros (€) or pounds sterling (£) to an account or Retailer's Bank located in the UK or the EEA</li> </ul>	By the end of the Business Day following the day on which the transaction order is received
<ul style="list-style-type: none"> <li>• All other transactions carried out in EEA currencies to an account or Retailer's Bank located in the EEA</li> </ul>	1. By the end of the fourth Business Day following the day on which the transaction or order is received
<ul style="list-style-type: none"> <li>• Transactions in non-EEA currencies or to an account or Retailer's Bank located outside the EEA</li> </ul>	1. Varies, depending on the currency or country the payment is sent.

22.2. The European Economic Area (EEA) includes all the member states of the European Union, Iceland, Norway and Liechtenstein.

## 23. COMPLAINTS

23.1. If you would like to make a complaint with respect to any services or issues in connection to these Terms, please write to Customer Services. We have procedures in place to make sure that we handle your complaint fairly and quickly, which are available at <https://www.b4bpayments.com/prepaid/resources/> We will provide you with a copy of our complaints procedure if you ask us or if we receive a complaint from you.

23.2. In most cases we will provide a full response to your complaint about your Card or the service we provide under these Terms within 15 Business Days of receiving your complaint. In exceptional circumstances, where we are not able to respond to your complaint in full, we will inform you of this giving reasons for the delay and the timeframe within which you will receive a full response, which in any event will be within 35 Business Days of the date we received your complaint.

23.3. **Dispute resolution.** You have the right to apply to the Bank of Lithuania for the settlement of a dispute with us, which is an alternative dispute resolution institution between financial service providers and the consumers in accordance with the following terms and procedures:

23.4. before applying to the Bank of Lithuania for dispute settlement, you must apply to us, specifying the circumstances of the dispute and your claim. You shall apply to us no later than within 3 months from the day when you became aware of possible violation of your rights;

23.4.1. in the event where our reply does not satisfy you or you have not received our reply within the terms specified in the clause 23.3 of these Terms, you shall have the right to apply to the Bank of Lithuania for the dispute settlement within 1 year after we have been contacted. Upon expiration of this term, you lose the right to apply to the Bank of Lithuania for the same dispute;

23.5. You may apply to the Bank of Lithuania for a dispute with us:

23.5.1. via the electronic dispute settlement tool "E-Government Gateway";

23.5.2. by filling in the Consumer Application Form available on the website of the Bank of Lithuania and sending it to the Bank of Lithuania Supervision Service at Žalgirio str. 90, LT-09303, Vilnius, Lithuania, or by e-mail [pt@lb.lt](mailto:pt@lb.lt);

23.5.3. by filling in the free form application and sending it to the Bank of Lithuania Supervision Service at Žalgirio g. 90, LT-09303, Vilnius, Republic of Lithuania, or by e-mail [pt@lb.lt](mailto:pt@lb.lt).

23.6. More information on the dispute settlement procedure is available on the website of the Bank of Lithuania: <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>.

**23.7. Dealing with complaints.** When you consider that we have violated the legislation regulating the financial market, you have the right to file a complaint with the Bank of Lithuania regarding possible violations of financial market legislation. Your complaint to the Bank of Lithuania can be submitted as follows:

23.7.1. in writing, by sending a complaint to the address: Totorių str. 4, LT-01121, Vilnius, Republic of Lithuania or Žalgirio str. 90, LT-09303, Vilnius, Republic of Lithuania;

23.7.2. by e-mail: [info@lb.lt](mailto:info@lb.lt) or [pt@lb.lt](mailto:pt@lb.lt);

23.7.3. by fax (8 5) 268 0038;

23.7.4. by filling in the online form at the designated section of the Bank of Lithuania website;

23.7.5. by other means specified by the Bank of Lithuania.

## 24. HOW WE USE YOUR INFORMATION

24.1. Any personal information we collect about you from time to time in connection with these Terms will be kept, used and may be disclosed to third parties in accordance with our Privacy Policy. Our Privacy Policy is available at:

[www.b4bpayments.com/prepaid/privacy/](http://www.b4bpayments.com/prepaid/privacy/)

## 25. THIRD PARTY PROVIDERS

- 25.1. You can choose to allow a Third-Party Provider ('TPP') to access information on your Card to provide account information service (i.e. an online service which accesses one or more of online payment accounts to provide a consolidated view of such accounts), provided the TPP is authorised by the Bank of Lithuania or another European regulator to provide the account information services and you have given your explicit consent to that TPP.
- 25.2. Some TPPs may use your Security Credentials in order for them to provide account information services. We will treat any instruction from a TPP as if it was made by you. You should always consider the implications of sharing your Security Credentials. If you are thinking of using a TPP, you should check the TPP is authorised by an appropriate regulator.
- 25.3. We can deny access to a TPP to your Card if we're concerned about unauthorised or fraudulent access by such TPP. We'll notify you of the denial of access and the reasons for it beforehand if possible or otherwise immediately afterwards unless doing so would compromise our security measures or would be unlawful. The TPP's access to your Cards may be restored once the reasons for denying the access no longer justify such denial.

## 26. COMMUNICATING WITH YOU

- 26.1. We can communicate with you (including to provide any information or notifications in relation to these Terms) using any of the following methods:
  - 26.1.1. by email;
  - 26.1.2. by telephone (including by sending you an SMS);
  - 26.1.3. by writing to your home address.
- 26.2. We may need to contact you urgently in the event of suspected or actual fraud or security threats to your Card and/or Security Credentials. To do so, we may use an SMS, telephone, post or another secure procedure. When we contact you, we may also give you information on how you can minimise any risk to your Card or Security Credentials depending on the nature of the security threat.
- 26.3. We'll use the contact details which you most recently gave us when contacting you. You must inform us as soon as possible if your personal details or contact information changes. You can update your contact information via Online Portal.

## 27. CONTACTING US

- 27.1. You can contact us at Customer Services to provide any information or notification in relation to these Terms using the methods and contact details listed below. Where we have specified in these Terms that you should contact us using a specific method (e.g. by telephone) you should use that method.
  - 27.1.1. Telephone us at +37052142564;

27.1.2. Write to us at Lvovo str. 105A, Vilnius, LT-08104, Republic of Lithuania.

27.2. We will tell you if for some reason any of these communication methods are not available. We will also tell you if you need any technical requirements or software to communicate with us.