

## Terms & Conditions - Business, Privacy Policy

### TERMS & CONDITIONS

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1. DEFINITIONS:

- 1.1.1. Agreement has the meaning set out in Art. 2.2;
- 1.1.2. App has the meaning of MisterTango application developed by MisterTango for the Clients to be able to use MisterTango Services on their mobile devices;
- 1.1.3. Business Day has the meaning any day except Saturday, Sunday and public holiday in Lithuania;
- 1.1.4. Client has the meaning of the natural person or legal entity holding MisterTango Business Payment Account or MisterTango Business Payment Account with MisterTango;
- 1.1.5. Commission fee – a fee charged by MisterTango for a Payment transaction and (or) related services.
- 1.1.6. Electronic money (also referred to as funds in these T&C) has the meaning of electronically stored value corresponding to the par value of the funds stored in MisterTango clients' bank account represented by a claim against MisterTango;
- 1.1.7. Fraud has the meaning set out in Art. 20.2;
- 1.1.8. Linked User has the meaning of MisterTango Client (natural person) who has been added to MisterTango Business Payment Account by the Owner of MisterTango Business Payment Account;
- 1.1.9. MisterTango is a brand of "Secure Nordic Payments", UAB, a limited liability company organized and existing under the laws of the Republic of Lithuania, company code 303262295, having its registered office at Rinktinės str. 5, Vilnius, Lithuania and holding unlimited electronic money institution license No 11 issued by the Lithuanian financial supervisory authority Bank of Lithuania (Gedimino av. 6, 01103 Vilnius, Lithuania; email: info@lb.lt, pt@lb.lt), as of 13 July 2017 (<https://www.lb.lt/en/sfi-financial-market-participants?query=secure+nordic+payments&ff=1>);

- 1.1.10. MisterTango Bank has the meaning of IT solution used to provide Services to the Client under the Agreement;
- 1.1.11. MisterTango Business Payment Account has the meaning of the payment account opened by MisterTango to the Client (legal person) in order to use MisterTango Services for business needs;
- 1.1.12. MisterTango Payment Account has the meaning of the payment account opened by MisterTango to the Client (natural person) in order to use MisterTango Services for personal needs;
- 1.1.13. Monthly Fee has the meaning of the amount of funds payable by the Client to MisterTango each month for the use of MisterTango Services. Monthly Fee is calculated against the Payment Plan assigned to the Client;
- 1.1.14. Monthly Balance of Funds Administration Fee of the Closed Account has the meaning of the amount of funds payable by the Client to MisterTango for the safekeeping of the balance of funds each month from the termination of the Agreement and non-transfer of the balance of funds to another owned account.
- 1.1.15. Owner of MisterTango Business Payment Account has the meaning of MisterTango Client (natural person) who has initiated opening of MisterTango Payment Account;
- 1.1.16. Personalized Security Features has the meaning of personalized one time code send by SMS or email send by MisterTango to each Linked User to MisterTango Business Payment Account for the purpose of accessing MisterTango Business Payment Account and/or authorising Payment Orders. MisterTango shall be entitled decide on the type of Personalized Security Features to be issued and may change it at any time necessary;
- 1.1.17. Parties has the meaning of MisterTango and the Client;
- 1.1.18. Payment has the meaning of an act, initiated by the payer or on his behalf or by the payee, of placing, transferring or withdrawing Electronic Money, irrespective of any underlying obligations between the payer and the payee;
- 1.1.19. Payment Order has the meaning of an instruction by a payer or payee to its payment service provider requesting the execution of a Payment;
- 1.1.20. Payment Plan has the meaning of fees payable by the Client to MisterTango for MisterTango Services;
- 1.1.21. Recurring Transfer has the meaning of Payments to be executed on regular intervals indicated by the Client in advance;
- 1.1.22. Security Threat has the meaning set out in Art. 20.3;

- 1.1.23. Services has the meaning of services provided by us to the Client under the Agreement. MisterTango will provide to the Client the following services:
- 1.1.23.1. opening of MisterTango Business Payment Account with a dedicated IBAN. MisterTango Business Payment Account enables the Client with an extensive range of services to support the Client's daily financial operations, including:
  - 1.1.23.2. execution of direct debits, including one-off direct debits;
  - 1.1.23.3. execution of payment transactions through a payment card or similar device;
  - 1.1.23.4. execution of credit transfers, including standing offers;
  - 1.1.23.5. issuance of Electronic Money to MisterTango Business Payment Account (and respectively withdrawal from);
- 1.1.24. T&C has the meaning of the terms and conditions set out herein and which forms a part of the Agreement;
- 1.1.25. Unique Identifier has the meaning of a combination of letters, numbers or symbols specified to the payment services user by the payment services provider and to be provided by the payment services user to identify unambiguously another payment services user and/or the payment account of that other payment services user for the Payment or an email of other MisterTango client when the Payment is initiated within MisterTango Bank;
- 1.1.26. Website has the meaning of the website available at <https://mistertango.com/en/>.
- 1.1.27. Bank Holidays has the meaning of non business days, on which SEPA transfers will not be processed. Please note that the SEPA transfer will be processed on the next working day during business hours.
- 1.1.28. Compliance intensive fee has the meaning of fee charged by MisterTango regarding analysis of inter-bank payment cancellation messages received on payer's behalf.

## 1.2. INTERPRETATIONS:

- 1.2.1. References to Sections and Articles, unless stated or the context requires otherwise, shall be construed as references to Sections and Articles of these T&C.
- 1.2.2. References to Schedules, Annexes unless stated or the context required otherwise, shall be construed as references to Schedules and Annexes of these T&C.
- 1.2.3. References to legal acts (if any) shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such legal act.
- 1.2.4. In these T&C:
- 1.2.5. words in the singular include the plural and vice versa;
- 1.2.6. references to persons shall include legal persons, unincorporated associations and partnerships, in each case whether or not having a separate legal personality;
- 1.2.7. words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

## 2. SCOPE OF T&C

- 2.1.1. Together with Privacy policy and other documents (if any), these T&C shall govern provision of MisterTango Services to the Client.
- 2.1.2. In addition to these T&C, the Agreement with MisterTango includes Payment Plans Schedule and any other annexes, appendices or schedules entered into between the Client and MisterTango. The Client can obtain the documents to the Agreement online. The Client will be able to download and save documents to the Client's device. In certain case, the Agreement or separate document to the Agreement will be sent by email to the address registered with MisterTango for the purpose of opening of MisterTango Business Payment Account.
- 2.1.3. The Client may only use the Client's Business Payment Account in relation to the Client's business, products or services that MisterTango have been informed about before entering into the Agreement with the Client and MisterTango have approved of such business, products and/or services. Should the Client intend to start using MisterTango Business Payment Account for other business, products and/or services or for other purposes, the Client must inform MisterTango in accordance with these T&C and obtain MisterTango prior written approval in relation to such use. Failure to do so shall be considered as the material breach of the Agreement and shall be subject to unilateral termination with an immediate effect of this Agreement.

### **3. MISTERTANGO BUSINESS PAYMENT ACCOUNT**

- 3.1. MisterTango Business Payment Account is a payment account that enables the Client to send and receive Payments, as well as to use other functionalities available in MisterTango Business Payment Account. MisterTango Business Payment Account is not a bank account. Electronic Money held in MisterTango Business Payment Account does not constitute a deposit and MisterTango will pay no interest for holding it.
- 3.2. By executing the Agreement, the Client hereby acknowledges that the Lithuanian deposit guarantee scheme (in accordance with the Law on Insurance of Deposits and Obligations to Investors of the Republic of Lithuania) does not apply to MisterTango Business Payment Account. MisterTango strictly adheres to the legal requirements under the European Union law and Lithuanian laws that are designed to ensure the safety and liquidity of the funds deposited for issuance of Electronic Money. In the unlikely event that MisterTango becomes insolvent, the Client's Electronic Money may become valueless and unusable, and as a result the Client may lose the Client's Electronic Money.
- 3.3. The Client's funds transferred for the issuance of Electronic Money are safeguarded in accordance with the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania. The Client shall retain the ownership of the funds transferred for the issuance of Electronic Money. In the unlikely event if MisterTango becomes insolvent, the Client's funds transferred for the issuance of Electronic Money shall be protected against any claims of the creditors. The Client shall bear no losses in such situation.
- 3.4. Electronic Money in MisterTango Business Payment Account belongs to the Client. No other person shall have any rights to MisterTango Business Payment Account and/or Electronic Money issued to MisterTango Business Payment Account.
- 3.5. MisterTango Business Payment Account may only be opened by the Client (natural person). To open MisterTango Business Payment Account, the Client's (legal person's) representative must first open his/her MisterTango Payment Account and following the instructions within his/her MisterTango Payment Account, initiate opening of the Client's MisterTango Business Payment Account. As part of the signup process the Client will have to accept these T&C and Privacy Policy and any other documents that may be necessary, taking into consideration the scope of Services the Client intends to use.
- 3.6. The Client may only open MisterTango Business Payment Account if it is legal to do so in the Client's country of registration. By opening MisterTango Business Payment Account the Client represents and warrants to MisterTango that opening of MisterTango Business Payment Account does not violate any laws or regulations applicable to the Client. By accepting these T&C, the Client undertakes to indemnify MisterTango against any losses MisterTango incurs in connection with the Client's breach of obligation.
- 3.7. The Client may top up or withdraw Electronic Money from MisterTango Business Payment Account within the terms and conditions of these T&C.

- 3.8. The Client is entitled to open not more than 3 (three) MisterTango Business Payment Accounts. MisterTango discourages the Client from attempting to circumvent this provision, e.g. by trying to open a fourth MisterTango Business Payment Account. Such attempt will be considered as an attempt of fraud and shall result in termination of the business relationship between MisterTango and the Client and respectively of closing of all the Client's MisterTango Business Payment Accounts that have been opened with MisterTango.
- 3.9. The Client's representative (who initiated opening of MisterTango Business Payment Account) shall be entitled to link other Linked Users to MisterTango Business Payment Account and to determine scope of rights within MisterTango Business Payment Account. Taking the foregoing into consideration, the Client is solely responsible to ensuring that each Linked User is assigned with correct amount of rights in respect to MisterTango Business Payment Account. Any and all damages in relation to misuse of MisterTango Business Payment Account because of incorrect assignment of the rights shall be borne solely by the Client. Each Linked User assigned with full scope of rights to MisterTango Business Payment Account shall be entitled to add other Linked Users.
- 3.10. For the purpose of clarity, if the linked user to MisterTango Business Payment Account transfers his/her login details required to access MisterTango Business Payment Account to a third party, any and all actions performed on MisterTango Business Payment Account shall be considered as to have been performed by the Client and to correspond to the Client's will. In the event, the Client and/or MisterTango suffers any damages in relation thereto, such damages shall be borne by the Client and the Client shall be obliged to fully reimburse damages suffered by MisterTango.

#### **4. TERM OF ISSUANCE AND REDEMPTION OF ELECTRONIC MONEY**

- 4.1. Money held on the MisterTango Business Payment Account is considered Electronic money, which MisterTango issues after the Client transfers or deposits money to his/her MisterTango Business Payment Account. After the Client deposits or transfers money to his/her MisterTango Business Payment Account and MisterTango receives the money, MisterTango credits it to the Client's account, at the same time issuing Electronic money at the nominal value. The Electronic money is credited to and held on the Client's MisterTango Business Payment Account.
- 4.2. The nominal value of Electronic money coincides with the value of money deposited or transferred to the MisterTango Business Payment Account after deduction of a standard Commission fee applicable to a particular payment mean.
- 4.3. At the request of the Client, Electronic money held on his/ her MisterTango Business Payment Account shall without undue delay be redeemed at their nominal value at any time.
- 4.4. The Client submits a request for redemption of Electronic money by generating a Payment Order to transfer Electronic money from his/ her MisterTango Business Payment Account to any other account specified by the Client or withdraw Electronic money from his/her MisterTango Business Payment Account in accordance with Art. MisterTango has the right to apply limitations for the redemption of Electronic money specified in this Agreement and applicable laws.

- 4.5. No specific conditions for redemption of Electronic money that would differ from the standard conditions for transfers and other Payment operations performed on the MisterTango Business Payment Account shall be applied. The amount of redeemed or transferred Electronic money is chosen by the Client.
- 4.6. No additional fee for Electronic money redemption is applied. In the event of redemption of Electronic money, the Client pays the usual Commission fee for a money transfer or withdrawal, which depends on the method of Electronic money transfer or withdrawal chosen by the Client. Standard MisterTango Commission fees for money transfer or withdrawal are applied. Information of applicable fees can be found here <https://www.mistertango.com/pricing/>

## **5. GENERAL REQUIREMENTS APPLICABLE TO THE CLIENT**

### **5.1. GENERAL**

- 5.1.1. By executing the Agreement, the Client hereby confirms that the Client understands that execution of the Agreement shall be subject to the results of the Client's assessment, including, but not limited to, the Client's AML/KYC assessment, to be carried out by MisterTango before the execution of the Agreement.
- 5.1.2. By executing the Agreement, the Client confirms that the Client understands that MisterTango shall be entitled to request the Client to provide information required to assess the Client's risk and/or information required for MisterTango to fulfil its obligations under the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania. The Client hereby confirms that the Client understands that MisterTango shall have the sole discretion to request the Client to provide additional information, i.e. not indicated in these T&C or other documents to the Agreement or in the questionnaires the Client will have to fill in for the purpose of opening of MisterTango Business Payment Account, if such information shall be required to perform the Client's assessment or to fulfil MisterTango obligations under the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania and thus, the Client must to submit such information without a delay, within a term specified by MisterTango in the request for such additional information. Failure to meet the foregoing requirement and remedy it within the additional term indicated by MisterTango in writing will be considered as the material breach of the Agreement and will be subject to unilateral termination with an immediate effect of the Agreement by MisterTango.
- 5.1.3. By executing the Agreement, the Client represents and warrants to MisterTango that the submitted documents, data and/or information are true and correct in all aspects on the date of this Agreement and shall remain as such on each day of the Agreement.
- 5.1.4. By executing the Agreement, the Client undertakes to inform MisterTango in writing of any change in the circumstances submitted to MisterTango for the purpose of opening of MisterTango Business Payment Account. In relation to the foregoing, the Client must inform on the following changes in:

- 5.1.4.1. control of the Client;
  - 5.1.4.2. ownership of 25% or more in the Client or in the Client's share capital;
  - 5.1.4.3. the Client's managing director (managing directors);
  - 5.1.4.4. the Client's documents submitted to MisterTango for the purpose of establishment of the Client's identity or assessment of the Client's risk. For the purpose of clarity, adoption of new documents with the effect to the Client's management shall also fall under this Article;
  - 5.1.4.5. the Client's legal form;
  - 5.1.4.6. the Client's business;
  - 5.1.4.7. Client's contact details;
  - 5.1.4.8. the Client's financial standing that may affect the Client's ability to perform the Agreement or to perform the Client's obligations under other agreements that the Client is party to;
  - 5.1.4.9. the ultimate beneficial owners; and
  - 5.1.4.10. any other change in the Client's circumstances of relevance to the Agreement.
- 5.1.5. The above list is not exhaustive. Should the Client be of the opinion that the change that has occurred may have a material effect on performance of the Agreement, however, is not listed above, the Client must inform MisterTango on such change.
- 5.1.6. The Client undertakes to inform MisterTango on such changes as soon as the Client becomes aware of them, however, not later than 5 (five) Business Days upon occurrence of such change. The Client hereby represents and warrants that the Client understands that such changes may result in a risk re-assessment and/or new additional requirements and/or restrictions or limits that would require amendment of the Agreement or may be subject to the termination of the Agreement.
- 5.1.7. Taking into consideration Art. 5.1.4, any change in the circumstances must be submitted in writing, in a form satisfactory to MisterTango (as set forth in these T&C) via [support.mistertango.com](https://support.mistertango.com). If the Client fails to meet the form requirement, it shall be considered that the Client has failed to meet the Client's obligations under Art. 5.1.4 of these T&C and such failure shall be considered as the material breach of the Agreement and shall be subject to unilateral termination with an immediate effect of the Agreement by MisterTango.

## **5.2. AML/KYC REQUIREMENTS**

- 5.2.1. As electronic money institution, holding an unlimited license issued by the Lithuanian financial supervisory authority Bank of Lithuania, MisterTango shall be obliged to comply with the requirements of the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania. Therefore, by fulfilling the requirements under the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania, MisterTango will establish the Client's identity before the execution of the Agreement for the purpose of the foregoing law.
- 5.2.2. MisterTango shall be entitled to request and the Client shall be obliged to submit information, data and documents, as well as to fill in questionnaires submitted by MisterTango to the Client and/or perform other actions that may be required to establish the Client's identity to comply with the applicable law. MisterTango shall retain the right to re-establish the Client's identity at any time during the term of the Agreement and in connection to that, to request to submit to MisterTango additional information, data and/or documents, fill in documents and/or perform actions. Failure to comply with this requirement or the negative result of such re-establishment of the identity shall be subject to termination of this Agreement with an immediate effect.
- 5.2.3. MisterTango shall be entitled to request the Client to submit to MisterTango information, data and/or documents regarding the Client's Payments performed on MisterTango Business Payment Account in order to justify such Payments. Failure to comply with this requirement may result in suspension of MisterTango Services to the Client or may be subject to termination of this Agreement with an immediate effect by MisterTango.
- 5.2.4. MisterTango may apply additional fees for the assessment of the provided KYC documents. The exact fees shall be presented on the MisterTango website and communicated to the client via email.

### 5.3. REQUIREMENTS REGARDING DOCUMENTS SUBMITTED BY THE CLIENT

- 5.3.1. The Client must submit duly certified copies of the documents required to establish the Client's identity following the instructions provided by MisterTango. Notwithstanding the foregoing, MisterTango shall retain the right to request to provide the hard copy of the document if MisterTango shall have any doubts regarding validity and/or legality of the document.
- 5.3.2. The documents or their copies must be of high resolution, all information must be clear and visible, there must be no amendments, deletions on the original of the document and its copy thereof. The documents or their copies that are issued outside the Republic of Lithuania must be duly authorized and legalized as required under Lithuanian law.
- 5.3.3. All documents (and such documents containing information) submitted by the Client to MisterTango shall be considered as true, effective and accurate on the day of the Agreement and shall remain as such on each day of the Agreement.
- 5.3.4. All documents must be submitted in English or Lithuanian language unless otherwise agreed with MisterTango in advance. In the event, translation of the documents shall be required, the translation must be duly authorized by the signature of the translator. All translation cost shall be borne by the Client.
- 5.3.5. In the event, the Client fails to submit the documents that meet the above requirements, MisterTango shall be entitled to refuse to accept such documents and shall not take into consideration the information consisting of such documents. If the Client fails to cure such shortages within the term indicated by MisterTango in writing and such failure poses too high risk to MisterTango (i.e. it is not possible to attribute the Client to higher risk group or it is not possible to establish the Client's identity), MisterTango shall be entitled to terminate the Agreement with immediate effect.

## 6. USING MISTERTANGO BUSINESS PAYMENT ACCOUNT

### 6.1. GENERAL

- 6.1.1. MisterTango Business Payment Account may only be accessed via each Linked User's MisterTango Payment Account. Each Linked User to MisterTango Business Payment Account must take all reasonable steps to keep username and password of MisterTango Payment Account safe at all times and never disclose it to any third parties. MisterTango personnel will never ask to disclose the password to MisterTango or to any third party. If the Linked User receives a request to disclose the password or other login information anywhere else than on the Website or the App, the Linked User must not disclose the password or other login information for any reason and must immediately report such incident to MisterTango. Such report can be submitted via [support.mistertango.com](mailto:support.mistertango.com).

- 6.1.2. MisterTango recommends to Linked Users to change password to MisterTango Payment Account regularly in order to reduce the risk of a security breach in MisterTango Business Payment Account. MisterTango also recommends not to choose a password that can be easily identified from the information someone might know or gather about the Client or Linked Users or a password that has a meaning. The Client (Linked Users) must never allow anyone to access MisterTango Business Payment Account or have anyone watching accessing MisterTango Business Payment Account.
- 6.1.3. If the Client has any indication or suspicion of MisterTango Business Payment Account, login details, password or other Personalized Security Features being lost, stolen, misappropriated, used without authorization or otherwise compromised, the Client is advised to change the password immediately and inform MisterTango in relation thereto. Any undue delay in notifying MisterTango may not only affect the security of MisterTango Business Payment Account but may result in the Client being liable for losses incurred as a result. If the Client suspects that MisterTango Business Payment Account has been accessed by a third party, the Client should also contact local police and report the incident.

## 6.2. Topping of MisterTango Business Payment Account:

- 6.2.1. To top MisterTango Business Payment Account, the Client will be required to indicate the amount of the deposit in EUR and select one of the available methods for topping up of MisterTango Business Payment Account available on MisterTango Website or App.
- 6.2.2. All information of applicable fees can be found here <https://www.mistertango.com/pricing/>
- 6.2.3. MisterTango shall be solely entitled to add other methods for topping up MisterTango Business Payment Account and respectively, to discontinue such methods at any given time and MisterTango does not give a guarantee regarding any top up method available on the Website and/or App at a particular time, provided at least one method is available at any time. The methods provided on the Website and the App may differ.
- 6.2.4. MisterTango will have no responsibility over the Client's funds used to top up MisterTango Business Payment Account until MisterTango receives it to MisterTango clients' funds bank account. Electronic money will only be issued to MisterTango Business Payment Account after the respective amount has been credited to MisterTango clients' funds bank account and only in the amount received to MisterTango clients' funds bank account.
- 6.2.5. MisterTango shall retain the right to impose additional authorization measures for topping up MisterTango Business Payment Account.
- 6.2.6. The Client is solely responsible for the accuracy and completeness of the payment details entered for the purpose of topping up MisterTango Business Payment Account. In no event MisterTango shall be held liable for any losses the Client may suffer as a result of inaccuracy of the payment details.

- 6.2.7. The Client understands and accepts that the Client's payment services provider may apply fees for executing a transfer to MisterTango clients' funds MisterTango Business Payment Account. The Client understands that MisterTango will not be responsible for the term within which the funds will be credited to MisterTango clients' funds bank account.

### 6.3. WITHDRAWING FROM MISTERTANGO BUSINESS PAYMENT ACCOUNT

- 6.3.1. The Client may at any time request to withdraw part or all of the Electronic Money held in MisterTango Business Payment Account, in accordance with these T&C. To do so, the Client must log into MisterTango Business Payment Account and follow the instructions provided therein.
- 6.3.2. The Client may place a request to withdraw part or all Electronic Money held in MisterTango Business Payment Account. MisterTango shall be solely entitled to add and respectively discontinue any withdrawal method at any time and MisterTango does not give a guarantee regarding any withdrawal method available on the Website or App at a particular time, as long as at least one withdrawal method is available anytime.
- 6.3.3. The Client's request to withdraw Electronic Money will be subject to submission of proof that the bank/payment account the Client is withdrawing to is opened under the Client's name. Failure to do so will result in rejection of the request to withdraw Electronic Money.
- 6.3.4. MisterTango will not charge for withdrawal of the Electronic Money, however, since the withdrawal request is performed by a third party (i.e. payment services providers), withdrawal is subject to third party fees.
- 6.3.5. The Client is solely responsible for the accuracy and completeness of the payment details entered for the purpose of withdrawal. In no event will MisterTango be held liable for the withdrawal redemption of Electronic Money to the wrong bank account if it happened due to wrong payment details provided by the Client. If the Client withdrew funds to a wrong bank account, the Client may request MisterTango to assist in reclaiming such funds, however, MisterTango gives no guarantee that the efforts to reclaim will be successful, nor assume any liability thereof.
- 6.3.6. MisterTango shall not be responsible for the withdrawal payment once the funds are received by the Client's payment service provider as MisterTango is the payer and not the payment services provider for the purpose of withdrawal.

## 7. PAYMENTS

- 7.1. WITH MISTERTANGO BUSINESS PAYMENT ACCOUNT THE CLIENT SHALL BE ENTITLED TO EXECUTE THE FOLLOWING PAYMENTS:
  - 7.1.1. Payment to another MisterTango client within MisterTango Bank, request Payment from other MisterTango clients, and set Recurring Transfers;
  - 7.1.2. SEPA Payments (if the payment is made on bank holiday, transfer will be processed on the next working day during business hours);
  - 7.1.3. SWIFT Payments if company have this type of payments and

- 7.1.4. Payment to other payment accounts opened with other payments systems. In order to perform any of the above Payment, the Client must follow the instructions in MisterTango Business Payment Account.
- 7.2. Only Payments in EUR shall be available within MisterTango Bank.
- 7.3. The Client shall be entitled to set daily Payments limits within MisterTango Business Payment Account following the instructions provided in MisterTango Business Payment Account. If there are Linked Users to MisterTango Business Payment Account, the Client and such Linked Users with all rights shall be entitled to imposed such limits.
- 7.4. PAYMENT ORDER IS RECEIVED:
  - 7.4.1. in the event, the Payment is initiated by the Client, on the day such Payment Order is placed within MisterTango Bank;
  - 7.4.2. in the event, the Payment Order is initiated by the other MisterTango client (i.e. payment initiated by the payee), on the day such Payment Order is authorized by the Client (the payer) to which the Payment request has been sent;
  - 7.4.3. in the event of Recurring Transfers, the Business Day on which such Payment is deemed to be executed. If such day is not Business Day, then on the first following Business Day.
- 7.5. If the Payment Order is placed not on the Business Day or after 4 pm, such Payment Order is deemed to be received on the first following Business Day. Execution term of such Payment Order shall be calculated against the moment indicated herein.
- 7.6. THE CLIENT WILL BE ABLE TO SEE THE STATUS OF THE CLIENT'S PAYMENT ORDERS ON MISTERTANGO BUSINESS PAYMENT ACCOUNT ANYTIME BY LOGGING INTO MISTERTANGO BUSINESS PAYMENT ACCOUNT. THE CLIENT SHALL ONLY BE ENTITLED TO CANCEL PAYMENT ORDERS ONLY IN THE FOLLOWING SITUATIONS:
  - 7.6.1. in the event, the Payment is initiated by the Client, such Payment Order cannot be canceled once such Payment Order is received in accordance with these T&C;
  - 7.6.2. in the event, the Payment is initiated by the other MisterTango client (i.e. payment initiated by the payee), such Payment Order cannot be canceled after the Client authorized such Payment Order in accordance with these T&C;
  - 7.6.3. In the case of Recurring Transfers is set, the payer may revoke the payment order at the latest by the end of the business day preceding the day agreed for debiting the funds.

- 7.7. In the event, the Client indicated wrong Payment Order information and such Payment Order has not been executed yet, the Client may request to amend such Payment Order information by submitted a request to [support.mistertango.com](mailto:support.mistertango.com), however, MisterTango shall have no obligation to fulfill the Client's request or cancel such Payment Order. In the event the Payment Order was executed according to the Payment Order information indicated by the Client, MisterTango shall be considered as to have been duly performed its obligations and shall bear no responsibility to the extent of such Payment Order. The Client may request to correct the Payment Order's information (Unique Identifier) and MisterTango may satisfy such request; additional fee may be applicable for such corrections.
- 7.8. By placing the Payment Order, the Client must clearly express the Client's will. Placed Payment Orders must be clear, unambiguous and comply with the applicable law. MisterTango will not be held liable for errors, inconsistencies, repetitions and/or contradictions or other shortages in the Client's Payment Order and depending on the nature of such errors or shortcomings, MisterTango may execute such Payment Order according to the data provided in the Payment Order or reject execution of such Payment Order.
- 7.9. The Client is responsible for indicating correct payer's or payee's Unique Identifier and information that is required to execute the Client's Payment Order, if any (for the purpose of clarity, all information required to place Payment Order will be available on MisterTango Business Payment Account). Provided the Client has indicated the Unique Identifier and the respective Payment Order was executed against such Unique Identifier, MisterTango will be considered as to have been duly performed its obligations and shall bear no responsibility to the extent of such Payment Order. Fee for such Payment will be applied and will not be refunded to the Client even if MisterTango retracts the Payment and the funds will be credited back to MisterTango Business Payment Account.
- 7.10. The Client may be requested to enter additional data to proceed with the Client's Payment Order if such is required by the payee's payment services provider. The Client is solely responsible for entering the correct additional information.
- 7.11. MisterTango shall be entitled, however, not obliged, to verify if the Unique Identifier required to execute the Payment Order corresponds to name of the respective account holder. Should MisterTango establish that name of account holder and the Unique Identifier clearly mismatches, MisterTango shall be entitled to reject such Payment Order. Nevertheless, if MisterTango executes the Payment Order against the provided Unique Identifier, MisterTango shall be deemed to have duly and in full fulfilled its obligations in relation to such Payment Order.
- 7.12. Taking into consideration Art. 7.9, MisterTango will help the Client to retract the Payment, however, MisterTango gives no guarantee that MisterTango will be able to do so. Fee shall be applicable for the attempt to retract Payment, irrespective if such attempt is successful or not. If MisterTango was unable to retract the Payment and credit it back to MisterTango Business Payment Account, MisterTango will furnish the Client with the information required for the Client to independently pursue return of the Payment.
- 7.13. THE CLIENT'S PAYMENT ORDER MAY NOT BE EXECUTED OR EXECUTION IT MAY BE DELAYED ON THE FOLLOWING CASES:

- 7.13.1. MisterTango has reasonable doubts if the Payment Order was submitted by the Client;
  - 7.13.2. MisterTango has reasonable doubts regarding legality of the Payment Order;
  - 7.13.3. MisterTango has reasonable doubts regarding content of the Payment Order;
  - 7.13.4. MisterTango has doubts whether the information, data and/or documents provided in relation to the Payment Order are true and authentic;
  - 7.13.5. Payment Order placed by the Client raises other doubts that can be reasonably justified by MisterTango. The above list is not exhaustive. In the event of any of the above, MisterTango shall be entitled to request the Client to provide additional information, data and/or documents or perform certain actions to clear doubts in relation to the Payment Order. MisterTango will make every effort as well as take all actions within its power to collect additional information, data and/or documents from the Client as soon as possible, but no later than within 15 (fifteen) Business Days from the receipt of Payment Order. Due to objective reasons, MisterTango is entitled to extend the mentioned term for the same period. By executing the Agreement, the Client represents and warrants that in such an event, MisterTango shall not be held liable if the Client suffers any damages in relation to delayed Payment Order.
- 7.14. MisterTango shall be entitled to request the Client to provide any and all supporting information, data and/or documents evidencing the Client's ownership, nature of origin and legality of the funds in MisterTango Business Payment Account and/or reasoning the Payment Orders placed or Payments received by the Client. MisterTango will not be liable against the Client for non-execution of the Payment Order if the Client fails to comply with MisterTango request.
- 7.15. PAYMENT ORDERS SHALL BE EXECUTED ON THE BUSINESS DAYS, UNLESS INDICATED OTHERWISE. PAYMENT ORDERS SHALL BE EXECUTED WITHIN FOLLOWING TERMS:
- 7.15.1. Sepa Payment Orders shall be executed not later than on the next Business Day;
  - 7.15.2. Payment Orders in EUR within the Republic of Lithuania and placed not later than 12 pm shall be executed on the same Business Day provided such Payment Order shall be placed on the Business Day;
- 7.16. MisterTango will be considered as to have duly fulfilled its obligations to execute Payment Order once the transfer of the amount of Payment has been initiated or if the Payment initiated by the payee, once the Payment Order has been transferred to the payer. If MisterTango failed to fulfil its obligations in accordance to this provision, MisterTango will put its best efforts to retract such Payment without any fee applicable in relation thereto. MisterTango shall not be obliged to reimburse the fee paid the Client or the damages suffered by the Client regarding late payment or late transfer of the Payment request (when the Payment is initiated by the payee).

- 7.17. If additional actions are required in relation to the Payment Order, including, but not limited to, correction of errors in the Client's Payment Order, the Client shall be informed about such required additional actions by email at the Linked User's (who has initiated the Payment) email address which has been indicated for the purpose of opening of such Linked User's MisterTango Payment Account. In the event the Client's error in the Payment Order resulted in the rejection of such Payment Order, fee for such Payment Order shall be applied as it has been executed.
- 7.18. The Client's Payment Order will be rejected if there are errors in the Client's Payment Order and MisterTango is not able to correct such errors. In there is sufficient data to correct such errors, MisterTango shall be entitled, but not obliged, to do so by itself and execute the amended Payment Order. If the error in the Payment Order resulted in the rejection of such Payment Order, fee for such Payment Order shall be applied as it has been executed.
- 7.19. By entering into the Agreement with MisterTango, the Client hereby consents to constantly monitor the balance of MisterTango Business Payment Account and ensure that the balance required for execution of the Client's Payment Order is available upon placement of such Payment Order. MisterTango does not undertake to monitor the balance of MisterTango Business Payment Account and send the Client notifications in anyway in relation thereto.
- 7.20. If the Client's MisterTango Business Payment Account is seized or use of it suspended, the Client shall not be able to place Payment Order, placed Payment Orders shall not be executed.
- 7.21. MisterTango shall be entitled to suspend the execution of the Client's Payment Order if such is required under the applicable law or because of other reasons that MisterTango cannot control.
- 7.22. If Payment is initiated by the payee, such Payment shall only be executed once the Client (the payer) authorizes such Payment. By authorizing such Payment, the Client represents and warrants that the Client has familiarized and confirmed the details of such Payment. The Client will not be entitled to refund of such Payment irrespective if the Client was aware of the precise amount of the Payment and/or the amount of the Payment shall have exceeded the Client's expectations.
- 7.23. The Client must immediately inform MisterTango if MisterTango Business Payment Account has been credited with the funds that do not belong to the Client:
- 7.23.1. The Client must not use such funds in any way irrespective of the reason such funds have been credited to MisterTango Business Payment Account.
- 7.23.2. By executing the Agreement, the Client hereby irrevocably consents that such erroneous funds may be deducted from MisterTango Business Payment Account without the Client placing the Payment Order. If there is not sufficient amount of funds on MisterTango Business Payment Account, the Client must immediately, however, not later than within 5 (five) Business Days, credit the respective amount of funds to MisterTango Business Payment Account.

- 7.23.3. Until the Client fulfils the foregoing obligation, MisterTango shall be entitled to freeze the remaining amount of funds on MisterTango Business Payment Account and suspend execution of the Client's Payment Orders.
- 7.23.4. If the Client does not credit MisterTango Business Payment Account with the respective amount of funds within 5 (five) Business Days, MisterTango shall be entitled to exercise other rights to retract such funds in accordance with the applicable law.
- 7.23.5. By executing the Agreement, the Client hereby represents and warrants that the Client understands that in such an event the Client shall not only be obliged to return such funds, but also to reimburse any and all cost and/or damages suffered by MisterTango regarding retraction of such funds.
- 7.24. If the Client's Payment Order is refunded and MisterTango is not responsible for such a refund (e.g. Payment Order cannot be executed because of the erroneous Unique Identifier etc.), fees in relation to execution of such Payment Order will not be refunded and additional fees in relation to crediting MisterTango Business Payment Account with the refund shall be applied.
- 7.25. If MisterTango is liable for non-execution or inappropriate execution of the Payment Order, no fees shall be applicable to such Payments.
- 7.26. The Client must regularly monitor MisterTango Business Payment Account and review any and all transactions on MisterTango Business Payment Account, including, but not limited to the Client's Payment Orders and Payments and inform MisterTango of any discrepancies on MisterTango Business Payment Account no later than 1 (one) month following the day of the execution of the Payment via [support@mistertango.com](mailto:support@mistertango.com).
- 7.27. MisterTango shall be entitled to outsource third party service providers in order to provide Services to the Client, including, but not limited to, to execute the Client's Payment Orders. By executing the Agreement, the Client represents and warrants that the Client understands that execution of the Client's Payment Order may be suspended by such third party and MisterTango shall not accept any liability in relation to such suspension, however, MisterTango shall put its effort to identify reasons of such suspension.

## **8. AUTHORISATION**

- 8.1. All Payments must be authorized before their execution. Payments Orders are authorized by the Client authenticating the Payment Order by following the instructions provided by MisterTango. Such authorization shall be considered as the appropriate means of proof evidencing that the Payment has been authorized and in such case, the Client shall not be entitled to contest such Payment.
- 8.2. IN ORDER TO AUTHORIZE THE PAYMENT, THE PERSONALIZED SECURITY FEATURES SHALL BE USED. IN RELATION TO THE PERSONALIZED SECURITY FEATURES:

- 8.2.1. Personalized Security Features must be used following the instructions provided by MisterTango. Failure to follow such instructions shall result in responsibility for any and all damages in relation thereto;
  - 8.2.2. Personalized Security Features must be kept inaccessible to third parties in any way. Obligation to ensure safety of the Personalized Security Features also includes a duty to secure that not only the Personalized Security Features would not be lost, stolen or misappropriated in any other way, but also Personalized Security Features would not be available for copying or obtaining data required to access to authorize Payment Orders in any other way without physically obtaining them;
  - 8.2.3. MisterTango must be immediately informed about loss, theft or other misappropriation or unauthorized use of Personalized Security Features.
- 8.3. MisterTango shall retain the right to block Personalized Security Features if it is required so for security reasons. Such blocking may be temporary or permanent. The Client may be informed on such blocking by issuing an email, unless MisterTango is not entitled to do so under applicable law. Blocking shall be removed once the ground for it is expired.
- 8.4. MisterTango shall retain the sole right to request the Client to perform additional actions to authenticate the Client's Payment Order, i.e. such actions may be not directly indicated in MisterTango Payment Business Account. Should MisterTango employ such a right, the Client shall be respectively instructed by email to the address used to register with MisterTango. Any and all authorizations performed on MisterTango Business Payment Account shall be deemed to be made by the Client and have the same legal effect as the wet signature fixed on the hard copy of the document. Such authorization shall be considered as the appropriate means of proof evidencing that the Payment has been authorized and in such case, the Client shall not be entitled to contest such Payment.
- 8.5. IF THE FUNDS WERE WRITTEN OFF MISTERTANGO BUSINESS PAYMENT ACCOUNT AND THE CLIENT DID NOT AUTHORIZE SUCH PAYMENT, MISTERTANGO SHALL BE OBLIGED AS SOON AS PRACTICALLY POSSIBLE, HOWEVER, NOT LATER THAN UNTIL THE END OF THE BUSINESS DAY FOLLOWING THE DAY WHEN MISTERTANGO BECAME AWARE OF SUCH AN UNAUTHORIZED PAYMENT TO HAVE BEEN EXECUTED
- 8.5.1. to refund the Client with the amount of such unauthorized Payment; and
  - 8.5.2. to restore balance in MisterTango Business Payment Account to such extent as if the Payment has not been executed; and
  - 8.5.3. to ensure that the Client shall suffer no damages in relation to failure to pay or receive (whatever may be the case) the interest on the certain term, save for the cases when MisterTango has objective reasons to suspect Fraud, as defined in section 20 of this Agreement. In the latter case, MisterTango shall notify the supervisory authority Bank of Lithuania in writing on the reasons, which give ground for MisterTango to reasonably suspect fraud.

8.6. The Client must notify MisterTango on any and all unauthorized Payments on the Client's MisterTango in compliance with Art. 7.26.

## 9. FEES

9.1. By executing the Agreement, the Client undertakes to settle for MisterTango Services in accordance with these T&C.

9.2. Fees applicable to the Client are available here <https://www.mistertango.com/pricing/>. MisterTango shall be entitled to unilaterally change the applicable fees for the Services as set forth in Section 14. By executing the Agreement, the Client represents and warrants that the Client has familiarized itself with the applicable fees and respective terms and conditions in relation thereto.

9.3. The Client shall pay the Monthly Fee. The Monthly Fee shall be calculated for each calendar month and shall not be refundable. Such fee shall be deducted from MisterTango Business Payment Account. The Client is obliged to ensure that there is sufficient amount of funds to pay the Monthly Fee. If there is an insufficient amount in the account to deduct the monthly fee on the day of debiting the fee, the MisterTango customer will be charged a debt administration fee of EUR 100 and the use of MisterTango Business Payment Account shall be suspended until sufficient funds are credited to MisterTango Business Payment Account to pay the Monthly Fee. In the foregoing event, any and all damages suffered in relation to suspension of MisterTango Business Payment Account shall be borne by the Client. In order to change the Payment Plan, if that shall be possible, the Client must follow instructions provided in MisterTango Business Payment Account on Website or in the App.

9.4. Any and all fees payable in relation to the Payment shall be indicated before the authorization of the Payment Order. By executing the Agreement, the Client authorizes MisterTango to deduct the fees applicable in relation to execution of Payment Orders for the term of the Agreement.

9.5. Applicable fees shall be deducted upon execution of the Payment Order. The Client is obliged to ensure that there are sufficient funds in the Client's MisterTango Business Payment Account to pay the applicable fees in relation to the Payment Order placed. By executing the Agreement, the Client represents and warrants that the Client understands that MisterTango shall be entitled to reject the Client's Payment Order if there is not sufficient amount of funds in MisterTango Business Payment Account.

9.6. MisterTango shall apply additional fees to the Client for the Client's additional requests. The Client must be notified which exact service is charged additionally and the Client's confirmation shall be received.

9.7. MisterTango has the right to apply a Compliance intensive fee to the Client which is detailed in point 9.7.1. of these T&C:

- 9.7.1. for the first received intern-bank payment cancellation message on payer's behalf, MisterTango shall have a right to charge the Client (payee) 50 EUR for the analysis of the received request. If MisterTango receives an intern-bank message regarding Client's activity repeatedly, MisterTango shall have a right to charge the Client 500 EUR for each received inter-bank payment cancellation message.
- 9.8. If for whatever reason MisterTango did not deduct the Monthly Fee or other applicable fee under the Agreement, MisterTango shall be entitled to do so within 1 (one) year following the day when the Monthly Fee was due or the day the Payment was executed or any other payments for the benefit of MisterTango was due.
- 9.9. In the event of a failure to settle for MisterTango Services in a timely and due manner as indicated in these T&C, the Client shall be obliged to pay default interest equal to 0.03% against the outstanding amount for each day until full and proper settlement with MisterTango.

## **10. RIGHTS AND OBLIGATIONS**

### **10.1. MISTERTANGO RIGHTS AND OBLIGATIONS**

- 10.1.1. MisterTango shall be obliged to provide the Services in accordance with the Agreement and applicable law.
- 10.1.2. MisterTango shall be entitled:
  - 10.1.2.1. to request information, data and/or documents for the purpose of performance of the Agreement;
  - 10.1.2.2. to deduct fees from MisterTango Business Payment Account in accordance with the terms and conditions of the Agreement;
  - 10.1.2.3. to suspend use of MisterTango Business Payment Account; and
  - 10.1.2.4. other rights indicated in the Agreement or the applicable law.

### **10.2. THE CLIENT'S RIGHTS AND OBLIGATIONS**

- 10.2.1. The Client shall be obliged:
  - 10.2.1.1. to use the Services in accordance with the terms and conditions of the Agreement and applicable law;
  - 10.2.1.2. not to open more than 3 (three) MisterTango Business Payment Accounts unless MisterTango has authorized the Client otherwise;
  - 10.2.1.3. not to access MisterTango Services from anonymous IP addresses;

- 10.2.1.4. not to submit false, misleading or inaccurate information, data or documents;
  - 10.2.1.5. not to use MisterTango Business Payment Account for illegal, unlawful or fraudulent activities;
  - 10.2.1.6. not to use MisterTango Business Payment Account for activities that may harm MisterTango brand and image;
  - 10.2.1.7. not to use MisterTango Business Payment Account for morally or ethically dubious purposes, or purposes which in any way violate applicable laws, rules and regulations;
  - 10.2.1.8. not to use MisterTango Business Payment Account for the benefit of third party;
  - 10.2.1.9. not hack, improperly access or interfere with MisterTango Bank and other software and/or applications (if any) required to provide Services to the Client;
  - 10.2.1.10. not to infringe MisterTango or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
  - 10.2.1.11. submit any and all information, data and/or documents requested by MisterTango for the purpose of provision of Services under the Agreement;
  - 10.2.1.12. not to disclose to any third party the Personalized Security Features issued for each Linked User that shall be entitled to access MisterTango Business Payment Account. It is the Client's obligation to familiarize each Linked User of MisterTango Business Payment Account with such requirements. In the event, the Client fails to comply with this provision or the Client could, however, the Client did not, prevent transfer of such Personalized Security Features or committed such transfer deliberately or due to gross negligence, the Client shall assume full liability for the losses incurred and the Client undertakes to indemnify the losses of other persons, if any, if they have suffered damages due to the Client's or the Client's representative omission; and
  - 10.2.1.13. act fairly and to comply with the provisions of the Agreement (including, but not limited to these T&C).
- 10.2.2. The Client shall be entitled to request MisterTango to provide Services within the terms and conditions under the Agreement.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. MisterTango (or MisterTango third party vendor, as the case may be) shall be the owner of MisterTango Bank and other software and/or applications required to provide Services to the Client by MisterTango. Proprietary rights and other intellectual property rights that may be attached to MisterTango Bank and/or other software and any other application shall belong exclusively to MisterTango or the relevant third party.
- 11.2. IN RELATION TO ART. 11.1 THE CLIENT SHALL NOT:
  - 11.2.1. make any copies of MisterTango Bank, other software and/or applications; nor
  - 11.2.2. modify, adapt, reverse engineer, decompile or disassemble, create derivative works of, publish, distribute or commercially exploit MisterTango Bank, other software and/or applications or any content of MisterTango Bank; nor
  - 11.2.3. remove any copyright or proprietary notices on MisterTango Bank, other software and/or applications; nor
  - 11.2.4. use, distribute or disclose confidential, personal or sensitive information within the content of MisterTango Bank, other software and/or applications without appropriate authority;
  - 11.2.5. make any unlawful or unauthorized use of MisterTango Bank, other software or other applications (including attempt to gain unauthorized access, introducing any computer virus or malware or inhibiting their operation).
- 11.3. In the event of any of the above situations indicated in Art. 11.2.1, the Client shall be liable to reimburse any direct and indirect damage and losses of MisterTango and/or third party related to such event. Notwithstanding the foregoing, any such event shall constitute a material breach of the Agreement and shall grant MisterTango the right to immediately terminate this Agreement irrespective of the terms and conditions of the termination indicated in this Agreement and to block any access to MisterTango Business Payment Account, other software and/or applications if MisterTango shall consider that necessary to safeguard MisterTango or third party's intellectual property and to avoid any further damages and losses of MisterTango and/or third party.
- 11.4. The Client shall not be entitled to use the MisterTango trademark without MisterTango written consent in advance. For the purpose of the Agreement, the trademark shall be defined as MisterTango word and/or graphic mark.

## **12. USE OF PERSONAL DATA**

- 12.1. Any and all personal data in relation to the performance of the Agreement shall be processed in accordance with MisterTango Privacy Policy which is presented further down these TC.

### **13. ASSIGNMENT**

- 13.1. MisterTango shall be entitled, without the Client's prior consent, to assign the Agreement to a third party, whether in whole or in part. In such cases, the Agreement shall continue in force, without changes, with the new party entering instead of MisterTango as the contracting party.
- 13.2. The Client shall not be entitled to assign or in any other way transfer the Agreement or any rights thereunder to a third party, whether in whole or in part without MisterTango prior consent in writing.

### **14. CHANGES TO AGREEMENT**

- 14.1. MisterTango shall be entitled to unilaterally amend the Agreement, including applicable Fees, with a 14 (fourteen) days written notice, unless stated otherwise in the document to the Agreement. Shorter notice shall be given if quicker modifications to the Agreement shall be objectively justifiable. Shorter notice may be given, if such modification is in response to change of applicable law, requirements of public authorities, for security reasons or otherwise shall be objectively justifiable. Notwithstanding the foregoing, MisterTango reserves the right to not inform the Client on the changes that are favorable to the Client (e.g. reduction of fees) or are not of the material effect. For the purpose of this Agreement, grammar and style changes, amendment of the mistakes, paraphrasing, changing order of the sentences, articles or sections or introducing new wording aiming to better understanding of the provisions of the Agreement provided that none of the aforementioned changes in any way reduce or limit the Client's rights or aggravate the Client's situation shall be not be considered as having material effect.
- 14.2. Notice regarding amendment of the Agreement shall be sent to the email at the address registered with MisterTango for the purpose of opening of MisterTango Business Payment Account.
- 14.3. For avoidance of any doubt, the Client shall have no right to amend the Agreement unilaterally, which shall be in writing signed by both parties.
- 14.4. In the event, the changes shall be made to the Agreement, such changes shall be considered to have been approved by the Client unless such changes disadvantage the Client and the Client, acting prior to the date of effectiveness of the changes, shall inform MisterTango that the Client shall not wish to be subject to the new terms of Agreement via [support.mistertango.com](mailto:support.mistertango.com). For the sake of clarity, use of Services after a new edition of the Agreement shall come into effect, shall be considered as the Client's approval of the new edition of the Agreement (and the respective changes).
- 14.5. If the Client shall inform MisterTango in writing that the Client does not wish to be subject to the new edition of the Agreement, the Agreement shall be considered terminated on the date on which the new version of the Agreement shall enter into force.

## **15. NON-DISCLOSURE**

- 15.1. MisterTango and the Client shall be obliged to treat all information relating to the contractual relationship between MisterTango and the Client as confidential, irrespective of the form such information is obtained. The duty of confidentiality shall apply unless otherwise agreed in writing and in cases where the Party shall be required to disclose such information by law, regulation or a decision taken by the public authority, or where the information in question shall be already publicly available and this fact cannot be attributed to another Party's breach of contract.
- 15.2. MisterTango shall be entitled to disclose information about the Client to third parties, to the subcontractors and other companies, provided that such disclosure shall be required in order for MisterTango to fulfill its obligations under the Agreement.
- 15.3. If the Agreement should cease to apply as a result of the Client's material breach of the Agreement, or because the Client has facilitated or aided and abetted fraud, MisterTango may be obliged to report the Client to the respective authorities and such report shall not be considered as the breach of non-disclosure obligation.
- 15.4. Section 15 shall apply during the term of this Agreement and shall continue to apply once the Agreement is terminated.

## **16. REPRESENTATIONS AND WARRANTIES**

- 16.1. EACH PARTY HEREBY REPRESENTS AND WARRANTS TO OTHER PARTY THAT THE FOLLOWING REPRESENTATIONS AND WARRANTIES OF THE PARTY ARE TRUE AND CORRECT IN ALL ASPECTS ON THE EXECUTION DATE OF THE AGREEMENT AND REMAIN AS SUCH ON DATE WHEN THE AGREEMENT COMES INTO FORCE:
  - 16.1.1. Authorisations. The Party has full right, power and authority (including decisions and consents from its bodies, creditors and authorities) required to execute the Agreement and perform the obligations indicated herein and all such decisions and consents are valid and enforceable. The Agreement constitutes a valid and binding obligation of the Party, enforceable in accordance with its terms.
  - 16.1.2. Non-conflict. Neither the execution of the Agreement nor the compliance by the Party with its terms and provisions will conflict with, or result in a breach or violation of any of the terms, conditions and provisions of (i) any permit, consent, decision, judgment, order, decree or ruling of any person, authority, organization or dispute resolution body, to which the Party is subject; (ii) any transaction or commitment to which the Party is a party; or (iii) any applicable laws or laws of incorporation country;
  - 16.1.3. No proceedings. There is no claim, action, suit, proceeding, arbitration, investigation or hearing, pending or threatened, by or before any authority or dispute resolution body against the Party that might adversely affect the ability of the Party to perform its obligations under the Agreement;

- 16.1.4. Capacity. The Party is (i) a duly established company and is not subject to bankruptcy, restructuring, insolvency, reorganization, spin-off or liquidation under laws of incorporation country and no such bankruptcy, restructuring, insolvency, reorganization, spin-off or liquidation is pending or threatened against the Party; or (ii) natural person acting in full capacity.

## 17. LIABILITY

### 17.1. LIABILITY, LIMITATION OF LIABILITY

- 17.1.1. Notwithstanding any other provisions of these T&C that shall discuss the liability of MisterTango and limitation of liability, under no circumstances shall MisterTango be liable for any specific, indirect or incidental loss, operating losses, consequential damages, claims by third parties and/or lost data, profits, revenue, customers, goodwill or interest in any other circumstance.
- 17.1.2. Notwithstanding the foregoing and without thereby limiting liability, the Client shall indemnify MisterTango for any losses or claims, including claims for damages, and for any complaints, legal proceedings or expenses (including, within reasonable limits, lawyers' fees), including but not limited to any fine or fee imposed on MisterTango as a result of the Client's breach of and/or failure to comply with the Agreement and/or all relevant rules, regulations and legislation applicable to the Client. The foregoing shall apply irrespective of the Agreement being terminated.
- 17.1.3. No limitation of liability shall be applicable if that shall not be allowed under the applicable law.
- 17.1.4. MisterTango shall not be held liable for the following:
- 17.1.4.1. for any Payment and loss in relation to such Payment that resulted from the failure to protect the Personalized Security Features required to access MisterTango Business Payment Account and/or authorize Payment Order (irrespective of the reason) or from loss, theft or misappropriation of the Personalized Security Features required to access MisterTango Business Payment Account and/or authorize Payment Order or breach into the Client's Business Payment Account for which MisterTango is not liable;
  - 17.1.4.2. for late receipt of funds by the payee of the Payment Order if MisterTango duly and timely executed the Payment Order or transferred the payment request (when Payment is initiated by the payee);
  - 17.1.4.3. errors, delays, suspension of funds and discrepancies that occurred by third parties beyond MisterTango control;
  - 17.1.4.4. breach of any MisterTango obligations caused by third parties beyond MisterTango control;

- 17.1.4.5. for any consequences resulting from the termination of the Agreement, suspension of Services or delay of Payment by MisterTango if MisterTango acted in accordance of the Agreement and applicable law;
  - 17.1.4.6. for breach of the Agreement and/or any and all damages that occurred because of MisterTango compliance with the applicable law and/or court order and/or order by other state authorities.
- 17.1.5. Any and all damages shall be suffered by the Client in relation to unauthorized Payments arising because of failure to:
- 17.1.5.1. comply with the rules of use of the Client's Personalized Security Features resulting from the Client's wilful misconduct or gross negligence or the Client acting unfair;
  - 17.1.5.2. inform MisterTango immediately on loss, theft or misappropriate of the Personalized Security Features as soon as practically possible;
  - 17.1.5.3. follow MisterTango instructions regarding protection of the Client's Personalized Security Features, shall be borne by the Client.

## 17.2. FORCE MAJEURE

- 17.2.1. Notwithstanding the foregoing, MisterTango shall not be liable for losses incurred as a result of failure to comply with its obligations in connection with circumstances beyond MisterTango' control. Even in areas where stricter liability rules prevail, MisterTango cannot be held responsible for losses incurred as a result of:
- 17.2.1.1. failure of IT systems, inability to access IT access, damage to the data maintained in the IT systems as a result of any of the reasons listed below, irrespective of whether MisterTango or a third party is responsible for the operation of such systems;
  - 17.2.1.2. a power supply failure or failure in MisterTango' telecommunications systems, legislative or administrative interventions, natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including virus attacks and computer hacking),
  - 17.2.1.3. strikes, lockouts, boycotts or blockades, regardless of whether the conflict is directed against or was started by MisterTango or by MisterTango organization, and regardless of the cause of such conflict. The foregoing also applies if the conflict only affects portions of MisterTango and other circumstances that are beyond MisterTango' control.
- 17.2.2. MisterTango' exemption from liability in the event of force majeure does not apply if:

- 17.2.2.1. at the date of the Agreement MisterTango should have foreseen the circumstances giving rise to the loss, or if MisterTango should have been able to avoid or overcome the cause of the loss or consequences thereof by taking appropriate commercial precautions;
- 17.2.2.2. the legislation under all circumstances makes MisterTango liable for the circumstances giving rise to the loss.

## **18. SUSPENSION OF MISTERTANGO BUSINESS PAYMENT ACCOUNT**

### **18.1. MISTERTANGO SHALL BE ENTITLED TO SUSPEND MISTERTANGO BUSINESS PAYMENT ACCOUNT IN THE FOLLOWING CASES:**

- 18.1.1. the Client fails to submit to MisterTango requested information, data and/or documents within time indicated in such a request;
- 18.1.2. the Client fails to settle with MisterTango in timely and due manner in accordance with the terms and provisions of the Agreement;
- 18.1.3. the Client has negative balance on MisterTango Business Payment Account;
- 18.1.4. MisterTango has reasonable doubts regarding origin of the funds on MisterTango Business Payment Account;
- 18.1.5. MisterTango has reasonable doubts regarding Payment Order (i.e. its reasonability, purpose, legality etc.);
- 18.1.6. MisterTango has reasonable grounds to suspect that money laundering or terrorist financing has been or is intended to be carried out via MisterTango Business Payment Account;
- 18.1.7. MisterTango becomes aware of the theft, loss or misappropriation of Personalized Security Features granting access to MisterTango Business Payment Account;
- 18.1.8. MisterTango has reasonable ground to believe that MisterTango Business Payment Account is being used by other persons rather than the Client or Linked Users;
- 18.1.9. the Client uses MisterTango Business Payment Account in such a way that requires prior approval of MisterTango of such way of use;
- 18.1.10. MisterTango becomes aware of the Client's bankruptcy or liquidation proceedings;
- 18.1.11. MisterTango becomes aware of any other circumstances which may prevent the Client from proper fulfillment of the Client's obligations under the Agreement;

- 18.1.12. the Client's use of MisterTango Business Payment Account contradicts provisions of the Agreement and/or applicable law; and
  - 18.1.13. MisterTango is obliged to do so in accordance with the applicable law.
- 18.2. The above list is not exhaustive and MisterTango shall be entitled to suspend the Client's use of Services on any other ground if MisterTango shall see it necessary to protect interests of the Client and/or MisterTango and/or clients' of MisterTango and/or the Client. Suspension of use of Services shall be removed once the ground for such limitation shall extinct. In certain cases, depending on the situation, the above circumstances may result in unilateral termination of the Agreement by MisterTango with immediate effect.
  - 18.3. Depending on the reason that led to the suspension, MisterTango may explain circumstances in relation to the suspension of MisterTango Business Payment Account and respectively provide the Client with instructions how to cure the situation at hand, unless MisterTango shall not be entitled to do so under the applicable law.
  - 18.4. MisterTango shall not be held responsible for any of the Client's loss or damages suffered by the Client in relation to suspension on use of Services provided MisterTango had a grounded reason to suspend the Client's use of the Services.

## **19. TERMINATION**

- 19.1. The Agreement shall come into effect on its execution and shall remain as such until terminated in accordance with the terms and conditions of the Agreement.
- 19.2. Both MisterTango and the Client shall be entitled to terminate the Agreement by servicing a written notice at least 30 (thirty) days in advance. Nevertheless, MisterTango shall put its best effort to terminate the Agreement as soon as possible, once the Client's request is received.
- 19.3. MISTERTANGO SHALL BE ENTITLED, WITH AN IMMEDIATE EFFECT, TO TERMINATE THE AGREEMENT IF:
  - 19.3.1. at the day of the Agreement, the Client provided inaccurate or incomplete information about the Client of which MisterTango was not and was not able to be aware of and if MisterTango was aware of such circumstances to exist before the or on the day of the Agreement, MisterTango would have not executed the Agreement;
  - 19.3.2. there is a major change in the Client's circumstances, to the extent that if such circumstances existed before the or on the day of the Agreement, the Agreement would have not been executed;
  - 19.3.3. the Client failed to provide information regarding changes after execution of the Agreement;
  - 19.3.4. the Client poses too high risk of money laundering and/or terrorist financing;

- 19.3.5. the Client is in material breach of the Agreement;
  - 19.3.6. the Client's breach of the Agreement continues, and such breach is not cured by the Client within the time limit specified in writing by MisterTango;
  - 19.3.7. the Client's activities shall include illegal or unlawful activities;
  - 19.3.8. the Client becomes subject to debt collection action or shall be entered in debtors' register;
  - 19.3.9. in MisterTango opinion, the Client's activities or actions shall be damaging or may damage the image/reputation of MisterTango;
  - 19.3.10. there is a change in control of the Client or a change in the ownership of more than 25% of the Client's share capital and such change is not acceptable to MisterTango;
  - 19.3.11. the Client, the Client's senior management, shareholders or ultimate beneficial owners are included or become included during the term of this Agreement in the sanctions list;
  - 19.3.12. the Client is declared insolvent, becomes subject to debt relief proceedings, enters into composition proceedings or similar debt relief arrangements, is declared bankrupt, go into liquidation, shall be subject to compulsory winding-up or otherwise ceases activities or commence cessation proceedings or enter into restructuring proceedings, unless the estate or the Client undergoing restructuring is entitled to enter into the Agreement under the applicable legislation, and chooses to do so. At MisterTango' request, in its judgment, the estate is obliged to decide whether it wishes to enter into the Agreement within 24 hours;
  - 19.3.13. MisterTango is required to do so in accordance with the applicable law.
- 19.4. The Client shall be liable to reimburse any and all MisterTango' direct and indirect damages and losses that were suffered regarding termination of the Agreement on any of the grounds indicated in Art. 19.3.
- 19.5. Upon the notice of the termination of the Agreement, the Client by logging into the MisterTango Business Payment Account and following the instructions therein is entitled to transfer the balance of funds to another account belonging to him prior to the termination of the Agreement. The Client shall initiate the mentioned payment in accordance with the Art. 6.3.3 of these T&C. MisterTango will additionally notify the Client about this right together with the notice of termination of the Agreement and/or prior to the termination of the Agreement. MisterTango undertakes to transfer the balance of funds to another account of the Client not later than within 5 (five) Business Days from the initiation of payment and receipt of the documents confirming that the account belongs to the Client.

- 19.6. MisterTango shall be entitled to deduct from MisterTango Business Payment Account amount payable by the Client to MisterTango, state authorities or third parties, any and all outstanding penalties, damages, losses and other amounts that MisterTango has suffered or paid due to the Client's fault. Should there were not sufficient funds on MisterTango Business Payment Account, the Client undertakes to credit the Client's MisterTango Business Payment Account with the respective amount of funds without undue delay, however, not later than within 5 (five) Business Days following MisterTango request in writing.
- 19.7. MisterTango undertakes to communicate actively with the Client until the termination of the Agreement in order to transfer the Client's remaining balance.
  - 19.7.1. If the Client does not indicate where the funds shall be transferred within the 7 calendar days from the MisterTango notification of the account closure, MisterTango will terminate the Agreement and transfer the balance of funds to the internal account of MisterTango.
  - 19.7.2. In case the client requests the transfer of balance of funds to another account after the 7 calendar days from the day of MisterTango notification of the account closure - MisterTango will charge the client 10 EUR one-off funds transfer fee.
  - 19.7.3. If the client does not indicate where the funds shall be transferred within 60 calendar days from the MisterTango notification of the account closure - the Client shall be informed that MisterTango will apply the 1% Monthly Balance Administration fee of the Closed account from the total amount of funds, but not less than the minimum amount of 50 EUR.
- 19.8. The Client is also entitled to submit a request to MisterTango to transfer the balance of funds to another account belonging to him after the termination of the Agreement. When submitting the request, the Client has to follow the procedure set in Art. 6.3.3 of these T&C. MisterTango undertakes to transfer the balance of funds to another account of the Client not later than within 5 (five) Business Days from the initiation of payment and receipt of the documents confirming that the account belongs to the Client.
- 19.9. In case MisterTango fails to transfer the balance of funds to the Client due to reasons beyond the control of MisterTango, the Client shall be notified thereof immediately. The Client shall immediately indicate another owned account or provide additional information necessary to transfer the balance of funds (execute a Payment).
- 19.10. Termination of the Agreement shall not release the Client from the proper fulfillment of all liabilities that arose before the termination of the Agreement.
- 19.11. Even if the Agreement is terminated, it shall remain valid in respect of outstanding claims at the time of the Agreement's expiry.

## **20. NOTIFICATION ON FRAUD AND SECURITY THREATS**

- 20.1. In the event of misappropriation of data related to provision of Services, suspected or executed Fraud or Security Threat, the Client will be informed by MisterTango by email at the address registered with MisterTango for the purpose of opening of MisterTango Business Payment Account, by phone and/or other telecommunication facilities. In order to properly identify the Client, MisterTango may ask the Client to provide MisterTango with the data known to MisterTango. In the event, the Client was informed of Fraud and/or Security Threat by phone call, such phone call shall be recorded. MisterTango shall be entitled to suspend the use of MisterTango Business Payment Account and execution of the Client's Payment Orders or Payments during the time that MisterTango shall require to clarify if there was no Fraud executed and/or Security Threats.
- 20.2. FOR THE PURPOSE OF THE AGREEMENT, FRAUD SHALL BE DEFINED AS:
- 20.2.1. an unauthorized Payment, including, but not limited to, resulting from the loss, theft, or misappropriation of the Personalized Security Features or other sensitive payment data, regardless of detectability or root cause;
- 20.2.2. the Payments, Payment Orders which were placed and authorized by the Client that acted unfair and was misrepresented, regardless of intent;
- 20.2.3. the Payments executed as a result of the Client being manipulated.
- 20.3. For the purpose of the Agreement, Security Threat shall be defined as the risk of inadequate or insufficient internal processes or external events that have or may have a negative impact on the availability, integrity and confidentiality of information and communication technology (ICT) systems and / or payment service information. This includes the risks associated with cyber attacks or insecurity.

## **21. COMMUNICATION**

- 21.1. To communicate with MisterTango, the Client may contact via [support@misertango.com](mailto:support@misertango.com). The Client will be serviced with a reply to the Client's email address used to register with MisterTango. The Client is obliged to check that email constantly.
- 21.2. All communication will be conducted in English or Lithuanian.
- 21.3. When the applicable law requires MisterTango to provide the Client with information on a durable medium, MisterTango will send the Client an email to the Client's email address used to register with MisterTango.

## **22. GENERAL**

- 22.1. Language. The Parties hereby agree that the language of the Agreement shall be English.

- 22.2. Entire Agreement. This Agreement shall contain the entire agreement between the Parties hereto with respect to the relationship contemplated herein, and all prior negotiations, representations, agreements and understandings are merged into, extinguished by and completely expressed by it. The Parties shall execute any other instruments or documents or perform any other acts that shall be or may be necessary to effectuate and carry on the purposes set forth in this Agreement.
- 22.3. Sub-contraction. MisterTango shall be entitled to subcontract any third party for the purposes of provision the Services under this Agreement. Notwithstanding the foregoing, MisterTango shall remain liable to the Client regarding proper provision of the Services under this Agreement.
- 22.4. Waiver. Any failure or delay by any Party in exercising any right or remedy in one or many instances shall not prohibit a Party from exercising it at a later time or from exercising any other right or remedy. No part of this Agreement may be waived, modified, amended, or supplemented in any manner whatsoever except by a written document signed by authorized officers of the Parties.
- 22.5. Invalidity. If any provision of this Agreement shall be found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain valid and in force and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal whilst maintaining or giving effect to its commercial intention.
- 22.6. Effect. All provisions of this Agreement which by their nature shall be intended to continue shall survive termination, including terms relating to exclusions and limitations of MisterTango' liability, intellectual property restrictions and reimbursement of damages. Accrue rights. Termination of this Agreement or the Services shall not affect accrued rights and obligations of MisterTango and the Client except unless such rights were accrued unlawfully or in breach of this Agreement.
- 22.7. Enforceability. No provisions of this Agreement shall be intended to be enforceable by any other person other than the Parties of this Agreement.
- 22.8. Governing law. This Agreement shall be governed by the Lithuanian law and Lithuanian courts shall have jurisdiction to hear any disputes arising out of or in connection to this Agreement.
- 22.9. Counterparts. This Agreement may be executed in counterparts, all of which taken together will constitute one single agreement between the Parties.
- 22.10. Titles and Subtitles. Titles and subtitles used in this Agreement shall be used for convenience only and shall not be considered in the interpretation of this Agreement.
- 22.11. Conflict. In the event of any conflict and/or discrepancy between these T&C and the Special T&C, the Special T&C shall prevail. In the event of any conflict and/or discrepancy between these T&C and the Website T&C, these T&C shall prevail.

- 22.12. Further Assurances. The Client shall execute and deliver such other instruments and documents, and take such other actions, MisterTango reasonably requests or as are necessary or appropriate to evidence or effect the transactions contemplated by this Agreement.

## **23. HEARING OF COMPLAINTS**

- 23.1. If the Client believes that the Client's rights and/or interests related to the Agreement and/or MisterTango Services have been violated, the Client may submit a complaint to MisterTango in the following manner:
- 23.1.1. send a complaint by e-mail to [complaint@mistertango.com](mailto:complaint@mistertango.com)
  - 23.1.2. MisterTango will acknowledge receipt in writing via email within 3 (three) Business Days confirming on looking into your complaint.
- 23.2. When submitting a complaint, the Client must provide the following information:
- 23.2.1. the name, surname or company name;
  - 23.2.2. Mistertango Account number (if any);
  - 23.2.3. contacts: phone number or email address;
  - 23.2.4. full details of the circumstances giving rise to the complaint including a full description of the issue, the date and time that the issue occurred and your preferred method of resolution.
- 23.3. After receiving full details of the Client's complaint, MisterTango will promptly consider the matter and will provide the Client with a final response within 15 (fifteen) business days. In case MisterTango will need to obtain any additional information to properly address the issue, MisterTango will contact the Client and identify what further information or documentation is required. Please note that any delay arising as a result of the provision of insufficient information with Client`s complaint will not be taken into account when assessing whether a final response has been provided within 15 (fifteen) business days.
- 23.4. If MisterTango is unable to provide a final response to Client's complaint within 15 (fifteen) business days, due to the reasons beyond its control, MisterTango will contact the Client and explain the reasons for the delay and specify the date when the Client will receive a final response from MisterTango. In any event, MisterTango will provide a final response within 35 Business Days of the date the complaint was received.
- 23.5. If MisterTango reply does not satisfy Client or the Client does not receive any reply within the time period, the Client has the right to apply to the Bank of Lithuania within 1 (one) year of the date when the Complaint was sent to MisterTango. In this case the Bank of Lithuania would act as an out of court dispute resolution authority dealing with disputes between consumers and financial service providers. You can find more information on their website <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>

## PAYMENT CARD TERMS AND CONDITIONS

These payment card terms and conditions apply If the Client orders payment card services

These Payments Card Terms and Conditions (Payment Card Terms and Conditions) constitute a legally binding agreement between the card issuer Wallester AS (Wallester) and the Client (Cardholder) which enters into force on the date the Cardholder signs a confirmation to be bound these Payment Card Terms and Conditions (by electronic means) and remains in force an indefinite period of the time unless it is terminated following the provisions set forth herein.

MisterTango (Partner) represents Wallester in the relationships with the Cardholder.

All Information of the applicable fees (card issuance fees Operations fees and limits of the Operations) can be found here <https://www.mistertango.com/pricing/>

## 24. DEFINITIONS

24.1. The Terms and Conditions use the definitions below:

- 24.1.1. **Agreement** means an agreement (separate agreement or part of other services agreement) concluded between the Partner and the Client regarding provision of services to the Client and all its' appendices;
- 24.1.2. **Authentication** is the performance of such operations as enable the Cardholder to be identified and/or the validity of the Card issued to the Cardholder to be established;
- 24.1.3. **Means of Authentication** means information, objects, attributes, or other means that enables the Cardholder to Authenticate himself, prove the validity of the Card, or authorize Operations (for example, a one-time authentication code, PIN or CVV code).
- 24.1.4. **Available Funds** means the amount of funds available in the balance for Operations;
- 24.1.5. **Card** means a virtual payment instrument that uses the Visa network, issued by Wallester and which the Cardholder may use to perform Operations.
- 24.1.6. **Card Data** includes the Cardholder's name, the Card number, validity period and security feature (e.g. CVV code) of the Card;
- 24.1.7. **Cardholder** means a person corresponding to the Partner`s and Wallester`s requirements and who has been authorized by the Client to use the Card on behalf of the Client. The Client is responsible for any Operations performed by the Cardholder with the Card;
- 24.1.8. **Chip&Pin Card** means a physical Card with an electronic chip, requiring a PIN-code as an authorization means and has a Near Field Communication function. A Chip&Pin Card can be made of plastic, veneer, metal or any other suitable material;
- 24.1.9. **Client** means a customer of the Partner with whom the Partner has

concluded the Agreement;

- 24.1.10. **Digital Wallet** is a service provided by another company (e.g. Apple Pay, Android Pay, Samsung Pay, etc.) that allows to use the Card to complete transactions where the Digital Wallet is accepted;
- 24.1.11. **Imperative Norms** are legal provisions contained in legislation that cannot be derogated from by agreement in favor of Wallester and/or the Partner;
- 24.1.12. **Near Field Communication (NFC)** means technology which can be used for contactless exchange of data over short distances;
- 24.1.13. **Operation** means using the Card in a Terminal to pay for goods and/or services, or to obtain information, and/or to withdraw cash if cash withdrawal via Visa card is enabled by service providers other than Wallester, or using the Card for online payment to a merchant providing goods and/or services
- 24.1.14. **Partner** means MisterTango is a brand of "Secure Nordic Payments", UAB, a limited liability company organized and existing under the laws of the Republic of Lithuania, company code 303262295, having its registered office at Rinktinės str. 5, Vilnius, Lithuania and holding unlimited electronic money institution license No. 11 issued by the Lithuanian financial supervisory authority Bank of Lithuania (Gedimino av. 6, 01103 Vilnius, Lithuania; email: [info@lb.lt,pt@lb.lt](mailto:info@lb.lt,pt@lb.lt)), as of 13 July 2017 (<https://www.lb.lt/en/sfi-financial-market-participants?query=secure+nordic+payments&ff=1>);
- 24.1.15. **Partner's Website** means a website [www.mistertango.com](http://www.mistertango.com) operated and managed by the Partner to provide its services to the Client and/or Cardholder;
- 24.1.16. **Partner's Application** means an application for a smart device, which is operated and managed by the payment services provider to provide services to the Client and/or the Cardholder;
- 24.1.17. **Payment Card Terms and Conditions** means this document, which stipulates the rights and obligations of Wallester, the Client and/or Cardholder in the provision of services by Wallester to the Client;
- 24.1.18. **Strong Authentication** means authentication of the Cardholder based on at least two elements that fall into the following categories: knowledge (something known only to the Cardholder), possession (something possessed only by the Cardholder), or attribute (something peculiar to the Cardholder), which are independent of each other, so that a breach of one of these elements does not compromise the credibility of the other, and the structure of which allows to protect the confidentiality of the authentication data;
- 24.1.19. **Terminal** means system (incl.online environment) through which the Cardholder can perform Operations with the Card;
- 24.1.20. **Virtual Card** means a Card that consists of digital Card Data, is accessible online and has no physical body;
- 24.1.21. **Visa** means the International Card Organization Visa Europe Ltd;
- 24.1.22. **Wallester** means Wallester AS (registration number 11812882), the payment

services provider, who issues the Cards, registered office at F.R. Kreutzwaldi 4, 10120 Tallinn, Estonia, which holds activity license No. 4.1-1/224 issued by the Estonian Financial Supervision and Resolution Authority.

## **25. USE OF THE CARD**

- 25.1. Only the Cardholder has the right to perform Operations with the Card.
- 25.2. Upon issuance of the Card, the Cardholder shall be provided with personal Means of Authentication (e.g. PIN or CVV code), which shall serve as the Cardholder's signature when performing the Operations. At the Cardholder's request, Wallester shall have the right to send the Card and the Means of Authentication by post to the address provided by the Cardholder to Wallester.
- 25.3. Before the Cardholder can use the Card, they must activate it by following the activation instructions provided by Partner. The Card is activated either in the self-service environment on the Partner's Website or through the Partner's Application. The Cardholder may start performing Operations with the Card once the Card has been activated.
- 25.4. The Cardholder has the right to perform Operations within the amount and limits established by the Partner.
- 25.5. When using the Card, the Cardholder is required to use Strong Authentication, except for the limits prescribed for Operations performed with a Near Field Communication device.
- 25.6. If there is not enough Available Funds available to perform an Operation with the Card, some merchants will not allow the combined use of the Card with other payment methods.
- 25.7. Wallester starts the execution of the Operation immediately after the Cardholder has authorized the Operation with the Card. Authorization (the Cardholder's consent to perform an Operation) may be performed using the Card or through the acquirer using the Card Data. If the Cardholder has authorized the Operation with the Card, the Cardholder is not entitled to a refund of the Operation, unless the person who provided the corresponding service (for example, the merchant) agrees to refund the amount paid for the Operation.
- 25.8. At the request of the person servicing the Card, the Cardholder is obliged to present an identity document and consent to the recording of the document's data.
- 25.9. Wallester has the right to refuse to execute any Operations with the Card if:
  - 25.9.1. the Card is invalid or closed or the use of the Card is blocked;
  - 25.9.2. Wallester's believes that the Operation may violate the law or the terms of this Payment Card Terms and Conditions;
  - 25.9.3. the Card is being used on illegal websites or with payment processors supporting illegal websites, or to purchase illegal goods or services;
  - 25.9.4. the Operation amount and/or limit (including the Operation fees and expenses) exceeds the Available Funds and/or the limit established by Wallester and/or the Partner;

- 25.9.5. on any other basis arising from the Agreement or this Payment Card Terms and Conditions or legislation.
- 25.10. Wallester has the right to block the use of the Card until the circumstances have been verified if:
  - 25.10.1. Wallester has become aware of a circumstance on the basis of which it can be reasonably concluded that the Card is available and/or its Means of Authentication are known to a person who is not authorized to use the Card;
  - 25.10.2. the use of the Card may be associated with fraudulent or unlawful activities;
  - 25.10.3. the Client or the Cardholder fails to fulfill its obligations under the Agreement or this Payment Card Terms and Conditions;
  - 25.10.4. there are other grounds for blocking based on the Agreement, this Payment Card Terms and Conditions or legislation.
- 25.11. If the basis for blocking the Card pursuant to Clause 25.10 does not cease to exist or there is another basis for closing the Card under the Agreement or this Payment Card Terms and Conditions, Wallester has the right to close the Card.
- 25.12. Unless otherwise provided in the Imperative Norms, Wallester and Partner shall not be liable for any damage caused to the Client and/or the Cardholder or any other third party as a result of Wallester's blocking the use of the Card or closing the Card in accordance with the Agreement or this Payment Card Terms and Conditions. This shall also apply if Wallester blocks the use of the Card in good faith on the basis of false information.
- 25.13. Wallester has the right to assume that all the Operations with the Card have been carried out by the Cardholder in accordance with the Cardholder's will, until proven otherwise or until the Cardholder has informed Wallester in accordance with Clause 25.25.
- 25.14. When using the Card, the fees related to the Operations are also taken into account, including the fee for requesting a limit query and/or viewing the Operation statement via ATM, as well as the additional fees and conversion fees calculated by Visa, etc.

## **26. SECURITY REQUIREMENTS FOR USING THE CARD**

- 26.1. The Cardholder shall use the Card in accordance with this Payment Card Terms and Conditions including the following requirements:
- 26.2. to make every effort to protect the Chip&Pin Card from mechanical damage, high temperatures, electromagnetic exposure, copying, alteration, etc.;
- 26.3. not to disclose the Chip&Pin Card or the Card Data or the Means of Authentication to any third party, except to the person accepting the payment for the duration of an Operation;
- 26.4. to use the Card only in Terminals marked with the Visa logo or in Internet environments supported by Visa and to follow the instructions of the Terminal or the Internet environment when performing Operations. The instructions written on the Terminal shall be deemed to be correct and given by the Terminal. Wallester shall not be liable for any damage caused by a breach of this Clause of this Payment Card Terms and Conditions;

- 26.5. not to use the Card for illegal purposes and in a manner prohibited by applicable law, including the purchase of prohibited goods and services;
- 26.6. not to store the Card Data or the Means of Authentication on a data carrier;
- 26.7. to immediately report any errors or disruptions hindering the performance of Operations;
- 26.8. to beware of fraud. Wallester will never ask the Client or the Cardholder to provide Wallester with the Card Data or the Means of Authentication by email or phone. Therefore, do not provide anyone with any information about the Card Data or the Means of Authentication if such request is purportedly made on behalf of Wallester;
- 26.9. fulfill other obligations arising from the Agreement or this Payment Card Terms and Conditions or legislation.
- 26.10. If the Card is unauthorized or misused, or if the Card and/or its Means of Authentication have been lost or stolen or have or may have become known to a third party who is not entitled to use them, the Cardholder is obliged to promptly report the incident to the Partner.
- 26.11. Upon receipt of the information referred to in Clause 26.10, Wallester shall make every effort to prevent further use of the Card (incl. blocking the Card).
- 26.12. Wallester and/or any other person servicing the Card has the right to refuse to execute the Operation and/or withhold the Card if the Card and/or its Means of Authentication have been used incorrectly or if Wallester and/or the person servicing the Card has doubts about the user's identity.
- 26.13. Wallester shall follow PCI DSS 3.2 requirements and follow the procedures for securing and monitoring access of Cardholder data.

## **27. VALIDITY OF THE CARD AND ISSUE OF A NEW CARD**

- 27.1. The Card is valid until the last day (inclusive) of the calendar month indicated on the Card.
- 27.2. After the expiry of the validity period of the Card:
  - 27.2.1. Wallester shall have the right to issue a new Chip&Pin Card (replacement card). The Partner shall inform the Client about the time and/or manner of receiving the new Chip&Pin Card;
  - 27.2.2. the new Virtual Card is not issued automatically. The Client has to submit a new application for the Virtual Card.
- 27.3. Wallester has the right not to issue a new Card upon expiry of the Card's validity or upon the Client's application for a new Card (replacement card), if the Client and/or the Cardholder has breached any obligation or condition for the use of the Card arising from this Payment Card Terms and Conditions or any other agreement concluded with Wallester, or if the Client or the Cardholder no longer meets the requirements set by Wallester.
- 27.4. If the Client does not want a new Chip&Pin Card, the Client shall notify the Partner in writing or in another manner accepted by the Partner at least 45 days before the last day of the month indicated on the Card.
- 27.5. If the Client does not accept the Card and/or the Card is not activated within 3 months from the date of creation of the Card, Wallester has the right to close and

destroy the Card without refunding any service charges.

- 27.6. The Client undertakes not to use the Card and not to allow the Cardholder to use an invalid, closed or otherwise unusable Card, and to physically destroy the Card within 3 days after it became closed or invalid or unusable.

## **28. DIGITAL WALLET**

- 28.1. An alternative way to use the Card may be the Digital Wallet service. Use of the Digital Wallet is subject to additional terms and conditions and is provided at the sole discretion of Wallester. The Digital Wallet may not be accepted at all locations where the Card is otherwise accepted. The Cardholder may add or remove a Card from the Digital Wallet in accordance with the Digital Wallet provider's instructions.
- 28.2. Wallester will not charge the Client any additional fees for adding the Card to the Digital Wallet or using the Card in the Digital Wallet. The Digital Wallet provider may charge additional fees for the use of the Digital Wallet.
- 28.3. Wallester is not a Digital Wallet provider and is not responsible for the provision of the Digital Wallet service or for any failure of the Digital Wallet or inability to use the Digital Wallet for any transaction. Wallester is only responsible for providing secure information to the Digital Wallet provider to enable the use of the Card in the Digital Wallet as requested by the Client.
- 28.4. The Cardholder is responsible for protecting their mobile device, passwords and other information required to make Operations using the Digital Wallet and is responsible for all transactions made through their mobile device, whether the credentials used are those of the Cardholders or another person.
- 28.5. In the event of any questions, disputes or complaints in connection with the Digital Wallet, the Client should contact the Digital Wallet provider.

## **29. ENTRY INTO FORCE, AMENDMENT AND TERMINATION**

- 29.1. The Payment Card Terms and Conditions shall enter into force upon signing the Agreement between the Partner and the Client and shall be concluded for an unspecified term.
- 29.2. Wallester has the right to unilaterally amend the Payment Card Terms and Conditions. The content of the changes will be communicated to the Client by the Partner by giving the Client at least 2 months' notice thereof. Within these 2 months, the Client has the right to terminate the Payment Card Terms and Conditions with immediate effect and free of charge provided that all the obligations arising from the Agreement and the Payment Card Terms and Conditions have been fulfilled. If the Client has not terminated the Payment Card Terms and Conditions within the period specified above, he shall be deemed to have accepted the amendments.
- 29.3. Wallester has the right to terminate the provision of services to the Client by giving Client at least 2 months' ordinary notice thereof.
- 29.4. Wallester has the right to terminate the Payment Card Terms and Conditions as an extraordinary remedy without prior notice if:
- 29.4.1. the risks associated with the Client are beyond Wallester's risk appetite;
  - 29.4.2. the circumstances stipulated in Clause 25.10 have been verified;
  - 29.4.3. the Card issued hereunder has been closed and/or blocked for at least 4

consecutive months;

29.4.4. the Card expires and the Cardholder fails to accept the new Card from Wallester within the period stipulated in Clause 27.5. (incl. failure to activate the new Card);

29.4.5. the Card has not been used for Operations for 6 consecutive months.

29.5. In addition to the cases stipulated in the Payment Card Terms and Conditions, Wallester has the right to terminate the Payment Card Terms and Conditions as an extraordinary remedy without giving advance notice on other statutory grounds.

29.6. The termination of the Payment Card Terms and Conditions shall not affect the validity of the Agreement concluded between the Partner and Client and the collectability or satisfaction of financial claims arising prior to the termination of the Payment Card Terms and Conditions.

29.7. Termination of the Agreement concluded between the Partner and the Client shall result in immediate termination of the Payment Card Terms and Conditions and blocking of the Card.

### **30. RIGHT TO CANCEL**

30.1. The Client has a right to withdraw from the Agreement (from the Payment Card Terms and Conditions) and so end it within the first 14 (fourteen) days beginning on the date of the successful registration the Cardholder account and/or ordering the Card, without paying any penalties and without having to indicate any reason.

30.2. The Client must contact within 14 (fourteen) day period and inform about the withdrawal form the Payment Card Terms Conditions and/or the Agreement, and also the Client must not use the Payment Services. In case of withdrawal from the agreement the Partner will return all balances to the Client.

30.3. After the expiration of the period for withdrawal the Client may terminate the Payments Terms and Conditions as described in Clause 30.

### **31. LIABILITY**

31.1. Wallester and the Client and/or the Cardholder shall be liable for breach of their obligations in accordance with the provisions of this Payment Card Terms and Conditions and legal enactments. Wallester shall not be liable for failure to perform Operations if:

31.1.1. if there are insufficient Available Funds to carry out the Operation;

31.1.2. if there is not enough cash in the ATM where the Operation is performed;

31.1.3. if the Terminal where the Operation was performed did not work properly;

31.1.4. if circumstances beyond Wallester's control (e.g. fire, flood, national emergency, computer or communication failure) prevent the Operation from being performed;

31.1.5. if a merchant refuses to accept the Card;

31.1.6. if the Card has been blocked after the Client or the Cardholder has reported the loss or theft of the Card or the Card Data;

- 31.1.7. if Available Funds are subject of legal proceedings or any other encumbrance restricts their use;
  - 31.1.8. if Wallester has reason to believe that the Operation is unauthorized;
  - 31.1.9. there are other reasons arising from this Payment Card Terms and Conditions or legislation.
- 31.2. Wallester shall not be liable for third parties involved in performing Operations, for goods or services paid by the Card, and in cases where acceptance of the Card for the performance of an Operation is refused.
- 31.3. If an unauthorized payment has been made using the lost or stolen Card and/or the Means of Authentication, or if the Card and/or the Means of Authentication have been used in any other unlawful manner, and if the Cardholder has not properly stored the Card and/or the Means of Authentication, and if there are no legal circumstances excluding liability, the Client and the Cardholder shall be liable for any damage caused until the acceptable notification to Wallester, but not exceeding the amount of 50 euros. This amount limit shall not apply if the unauthorized payment is due to fraud on the part of the Client or the Cardholder, or if the Client or the Cardholder has intentionally or grossly negligently breached the following:
- 31.3.1. the obligation to use the Card and/or the Means of Authentication in accordance with this Payment Card Terms and Conditions on its issuance and use, including the obligation to make every effort to protect the Card and/or the Means of Authentication enabling its use from the moment of receipt of the Card and/or the Means of Authentication;
  - 31.3.2. the obligation to report the loss, theft and unauthorized or improper use of the Card and/or the Means of Authentication immediately after becoming aware of the relevant incident;
  - 31.3.3. one or more conditions for issuing or using the Card and/or the Means of Authentication.
  - 31.3.4. The Partner shall be solely liable to the Client and the Cardholder for the performance of the Partner's obligations. Wallester shall in no case be liable for the Partner if the Partner fails to fulfill its contractual obligations.

## **32. WALLESTER'S RIGHTS IN PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING**

- 32.1. In preventing money laundering and terrorist financing, Wallester shall have the following rights:
- 32.1.1. to request additional information about the Client and/or the Cardholder, their representatives, owners and ultimate beneficial owners and the Client's business activities, incl. data on the origin of the wealth of the Client and their beneficial owners, on their contractual partners, turnover, the share of cash and non-cash transactions, frequency of transactions, etc.;
  - 32.1.2. periodically verify the information forming the basis for the identification of the Client and/or the Cardholder and request the Client and/or the Cardholder to submit additional documents;
  - 32.1.3. to identify the Client, the Cardholder and/or the beneficial owner at any time

- chosen by Wallester, especially, if Wallester has doubts about the accuracy of the information obtained during the initial identification;
- 32.1.4. to impose temporary or permanent restrictions on Operations;
  - 32.1.5. to request documents and information about the activities of the Client and/or the Cardholder, including information about the purpose and nature of the transaction and the origin of the Client's assets;
  - 32.1.6. to request the Client documents that form the basis of a transaction, including information or documents about the counterparty to the transaction, the beneficial owner, or other persons involved in the transaction;
  - 32.1.7. to request the Client and/or the Cardholder to provide any other information and to take any other action Wallester deems necessary to implement its anti-money laundering and counter-terrorist financing measures.
- 32.2. Wallester has the right to refuse to provide services to the Client or to issue a Card and/or to execute Operations if the Client and/or the Cardholder fails to comply with the requirements set out in Clause 32.1.

### **33. INFORMATION AND SUBMISSION OF COMPLAINTS**

- 33.1. Where necessary, Wallester shall provide the Client, through the Partner, with a statement of the Cardholder's operations and related expenses in the self-service environment on the Partner's Website.
- 33.2. The Client or the Cardholder is obliged to check the correctness of the performed Operations. Complaints regarding unauthorized and/or improperly executed Operations shall be raised without undue delay, but no later than within the time limit provided for by the applicable legislation, in a format that allows for written reproduction.
- 33.3. If the Client or the Cardholder has authorized the Operation without knowing the exact amount, the Client has the right to file a complaint to or claim refund of the Operation amount directly from the recipient of the payment resulting from the Operation, instead of Wallester.
- 33.4. In the first instance the Cardholder may communicate with our customer team who can be contacted by e-mail to support@mistertango.com. The customer services team will do their best to solve the issue promptly and fairly.
- 33.5. If, having received a response from the customer services team the Cardholder is unhappy with the outcome, Cardholder submits an official complaint to complaint@mistertango.com. The Cardholder also has a right to submit a complaint without contacting the customer services team.
- 33.6. Once the official complaint is received, it will be investigated and the Cardholder will receive a response of its findings within 15 Business Days of receipt of the complaint. In exceptional circumstances where MisterTango are unable to reply within the first 15 Business Days, MisterTango will reply providing a reason for the delay and deadline for response, not more than 35 Business Days after first receipt of complaint.

- 33.7. Should the Cardholder not be satisfied with the final response, or should the Cardholder have not received the response within 15 Business Days of receipt of the complaint, the Cardholder has a right to apply to the Bank of Lithuania.
- 33.8. In this case the Bank of Lithuania would act as an out of court dispute resolution authority dealing with disputes between consumers and financial service providers. Their address is: Žalgirio g. 90, 09303 Vilnius, the Republic of Lithuania. You can find more information on their website <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>

#### **34. PERSONAL DATA**

- 34.1. MisterTango may also transfer the personal data of the Client/Cardholder to third parties who act as Data Processors on behalf of the MisterTango. Personal data of the Client/Cardholder can be provided only to those Data Processors with whom The MisterTango signs relevant contracts or cooperation agreements containing provisions on the transfer/provision of personal data and the Data Processor ensures adequate protection of transferred personal data.
- 34.2. The Partner is the Client's/Cardholder's data controller (i.e. the person which, alone or jointly with others, determines the purposes and means of the processing of personal data), except for activity related to the issuance of the Card. More information related to processing of Personal data can be found in the PRIVACY POLICY of MisterTango you can see below.
- 34.3. For the Card issuance purposes and Operations related to the Card the Client's/Cardholder's data controller is Wallester. More information is available at <https://wallester.com/privacy>. Please read this document carefully and ensure you understand your rights.

#### **35. FINAL PROVISIONS**

- 35.1. Wallester and the Client agree not to disclose any information relating to the conclusion or performance of this Payment Card Terms and Conditions to any third party, unless this is necessary for the processing of the Card or the Operations or has been agreed herein. Wallester shall have the right to process relevant data in order to provide the service to the Client and/or the Cardholder in accordance with this Payment Card Terms and Conditions.
- 35.2. Wallester has the right to disclose information about Operations, the Card, the Client and/or the Cardholder to third parties whose right to receive information arises from legal enactments and/or Wallester's principles of processing client data.
- 35.3. The specific terms and conditions for processing of personal data are stipulated in the Privacy Policy available on Wallester's website.
- 35.4. Supervision over Wallester's activities shall be carried out by the Estonian Financial Supervision and Resolution Authority (address: Sakala 4, 15030 Tallinn, telephone: +372 66 80 500, e-mail: [info@fi.ee](mailto:info@fi.ee), website: [www.fi.ee](http://www.fi.ee)).

## **PRIVACY POLICY**

### **1. ABOUT MISTERTANGO**

- Secure Nordic Payments, UAB, a private limited liability company, established and operating under Lithuanian law, legal entity code 303262295, registered address at Rinktinės str. 5, Vilnius, the Republic of Lithuania, is an electronic money institution which is considered as Data Controller for the purposes of this Privacy policy.

### **2. DEFINITIONS**

- The following definitions when used in this Privacy policy have the following meanings:
- Account or MisterTango Account has the meaning of the account created by MisterTango to the Client;
- Client has the meaning of an individual or legal entity holding MisterTango Account;
- Mobile APP has the meaning of MisterTango mobile applications used for provision of Services.
- Privacy Policy has the meaning of this privacy policy;
- Personal data has the meaning of information that can be used to identify you directly or indirectly.
- Services has the meaning of the services provided by MisterTango to its Clients;
- MisterTango has the meaning prescribed in Art. 1 of this Privacy Policy;
- Website or MisterTango Website has the meaning of the website available at <https://www.Mistertango.com/>;
- We have the meaning of MisterTango;
- You have the meaning of the person whose Personal data is processed by MisterTango.

### **3. SCOPE OF PRIVACY POLICY**

- This Privacy Policy describes how MisterTango collects, uses, stores, shares, and protects your Personal Data whenever you use Services through the Website or MisterTango Mobile APP or by corresponding with us (for example by email or by filling a messaging form on the Website).
- Personal data collected by MisterTango are processed in accordance with the Law on Legal Protection of Personal Data of the Republic of Lithuania, the General Data Protection Regulation, and other legal acts. All employees, agents, and employees of the agents of MisterTango who know the secret of Personal data must keep it safe even after termination of the employment or contractual relationship.
- For the processing of Personal data, MisterTango may engage data processors and/or, at its sole discretion, hire other persons to perform certain functions on behalf of

MisterTango. In such cases, MisterTango shall take necessary measures to ensure that such data is processed by the Personal data processors in accordance with instructions of MisterTango and applicable legislation. MisterTango shall also require the Personal data processors to implement appropriate measures for the security of Personal data. In such cases, MisterTango shall ensure that such persons will be subject to the non-disclosure obligation and will not be able to use this information for any other purpose, except to the extent necessary to perform the functions assigned to them.

- We assume that you have carefully read this document and accepted it. If you do not agree with this Privacy Policy, then you should refrain from using our Services or opening an Account. This Privacy Policy is an integral part of MisterTango's Terms of Use.
- We may change this Privacy Policy from time to time. We will post any Privacy Policy changes on Website and Mobile APP additionally sending you an email informing about changes made. Continued use of MisterTango's Website and/or Mobile APP implies your acceptance of the revised Privacy Policy.
- MisterTango respects the individual's right to privacy and makes all reasonable efforts to ensure the security and confidentiality of Personal data and other information processed on this Website and Mobile App.
- You can visit this Website not providing any information about yourself, however, if You want to open an account in the MisterTango system and/or use other payment services offered by MisterTango, MisterTango will ask you to provide Personal data indicated in the system and to carry out established identification procedures.
- MisterTango reserves the right, at its sole discretion, to alter the provisions of the present Privacy Policy, therefore, when visiting this website, you have a responsibility to make sure that you are familiar with the latest version of the Privacy Policy that applies to you at the time you are visiting the website.

## **4. PERSONAL DATA WE COLLECT**

### **4.1. General**

- To provide You with MisterTango Account and Services thereof, MisterTango is bound by law to establish and verify your identity prior to entering financial services transactions with you, also, at the time of the provision of the services, to request further information, as well as assess and store this information for the retention period set out by legislation. Taking this into account, you must provide correct and complete information.
- Personal Data is collected and used during 3 principal steps: registration, identity verification and the use of MisterTango Account and Services.

### **4.2. Processing of registration data**

- In the registration process we collect your email address and telephone number. Submission of herein mentioned Personal data is mandatory for your registration. Failure to provide your email address/telephone number or decision to delete or object to processing of email address/telephone number will result in dismissal of your registration.
- Finalizing your registration you will have to confirm your email address provided after the respective message is sent to it.
- After providing Personal data for registration you can continue with an application for opening the Account. For this purpose we need to request more information to meet legal and regulatory obligations. Therefore proceeding with the Account opening you should provide us your additional Personal Data, which may include data as such: Name, Surname, Date of birth, personal code, Residential Address, Correspondence address for delivery of Debit Card (if different from residential address), mobile phone number, ID document

number (national identification card/Passport Number/Itinerary document), ID document number expiry Date, Nationality, Occupation, Source of Funds, account number, copy of identification document (ID/Passport/Itinerary document), photo, signature, IP address, and any other information you provide us in order to prove your eligibility to use our services. Submission of herein mentioned Personal data is mandatory for Account to be created and opened. Failure to provide mentioned Personal data will lead to dismissal of application for account opening.

- To open the Account we need to know what expected activities on it are. Therefore during the process of opening your MisterTango Account you must determine and indicate such activities and provide details of it. Such information is collected and processed to comply with legal and regulatory obligations. Sometimes we need to request more information to identify you or to meet legal and regulatory obligations. When that is necessary, you will be prompted to provide such information.
- If you contact us, we will keep a record of that correspondence (i.e. date of the letter, subject, the content of the correspondence).
- Personal data collected by MisterTango in the Registration step is used for the following purposes:
  - Account opening;
  - Client identification;
  - Client risk assessment mandatory under the applicable laws;
  - To provide Clients with support, letting them know about upcoming changes or improvements of Website and/or Mobile APP;
  - Provide Clients with information regarding changes of any terms or conditions applicable to them or Services they use as well as other important information.
- MisterTango processes Client's registration data on the legal basis of:
  - Your consent, expressed when voluntarily submitting your Personal Data details which are not mandatory; and
  - Conclusion and performance of contractual arrangements and obligations between MisterTango and the Client;
  - for compliance with a legal obligation to which MisterTango is subject.
- You may at any time edit, update, or delete your contact details contacting our service center via e-mail [support.mistertango.com](mailto:support.mistertango.com). Please note that you will be able to request deletion of your contact details and other registration data only if there is no legal obligation for MisterTango to preserve such data by the applicable laws.

#### 4.3. Processing of Client verification data

- For the Account to be created you must verify your identity. We verify you by the Personal data you provide during registration. However such Personal data must be confirmed, therefore in addition, for verification purposes we also rely on verification services, managed, and provided to us by our service providers.
- While exercising this verification step, you will be requested to upload your ID document. You will undergo facial verification. For the mentioned purposes we receive and rely on a certain confirmation from our service providers that your identity is verified. Please note, that under the applicable laws MisterTango is obligated to collect and store all data received during Client identification and verification process therefore scanned copies of ID documents, data related to facial recognition and other information will be stored by MisterTango in accordance with this Privacy policy and applicable legislation.
- MisterTango may request to provide further information (i. e. information on participation in politics (through enhanced customer identification, a bank statement) that will allow MisterTango to reasonably identify you and verify your identity. MisterTango reserves the right to contact you and request to provide more information or approve that provided information is up-to-date and valid.

- MisterTango processes the above-mentioned Personal data used for Client's verification to comply with regulatory and legal obligations as well as to ensure that Clients are not attempting to create additional Accounts or to commit fraudulent actions. Refusal to undergo ID and facial verification will terminate your Account opening process.

Processing of your ID document, facial verification data, uploaded to a third-party database as described above, is covered by third parties' privacy policies. All Personal data you provide for the verification process shall be provided directly by you to our service provider performing your verification and therefore processing of such data shall be covered by the policies of such service provider. You should carefully review privacy policies of such Service providers before starting the verification process.

#### 4.4. Processing of data generated while using our Mobile App

- To provide quality user experience for you we create a possibility to use our Services through the Mobile App. While you are using our Mobile App we collect and process (but not limited to):
  - your login history for the security purposes.
  - history and other information of your actions while using Mobile app to: (i) ensure the functionality of Mobile App and to provide further updates and improvements, (ii) ensure compliance with a legal obligation.
  - device geolocation.
  - IP address.
  - device info (name, model, operating system, unique ID).

#### 4.5. Processing of data generated while using MisterTango Account

- While you are using our Services and Account, we are collecting the following information:
  - History of transactions (date, information of payer and payee, i. e. name, surname, account number, purpose of transaction, amount of transaction) is processed to: (i) ensure the functionality of Mobile App and to provide further updates and improvements, (ii) ensure compliance with a legal obligation;
  - Messaging history, including, but not limited to, claims and complaints made by you is processed due to the performance of obligations regarding provision of Services, our responses to you, names of messages, the dates of messages. Please note that we identify you by email, which you have submitted during the registration process. When you submit your request, always provide your email. In other case we will not be able to identify you properly and submit the information requested by you or to fulfil your request;
  - Your behavior while using Account (your clicks, visited sections) to ensure the improvements of functionality of Website;
  - Your payment card information: date of issue and expiry date to provide you Services;
  - Message content: if you include a message with your payments, the content of that message is stored by MisterTango;
  - Cookies: like most Websites and mobile applications we use cookies. Please see information on cookies we use in our cookie policy .

- MisterTango processes Personal Data collected while using Services and Account on the following legal basis:
  - Conclusion and performance of contractual arrangements and obligations between MisterTango and the Client; and
  - Pursuance of legitimate interests of MisterTango, as controller and manager of Webpage platform;
  - for compliance with a legal obligation to which MisterTango is subject.

#### 4.5. Personal data of other individuals

- In providing personal data of any individual other than yourself to us during the use of our Services, you agree that you have obtained consent from such individuals to disclose their personal data for collection and use. By providing such Personal data to us you bear all the responsibility towards such individuals if you have not received proper consents for such provision and you undertake to indemnify us for any liability which may appear due to unlawful provision and/or disclosure of personal data.

## 5. OTHER PURPOSES FOR USE OF PERSONAL DATA

### 5.1. Developing the Website and Mobile App

- We use Personal data to conduct research and development of our Website, Mobile App and Services to provide you and others with a better, more intuitive, and personalized experience, driving membership growth.

### 5.2. Client support

- We use Personal data to keep in touch with you to provide you with customer service, notify you on news and updates, and provide you with security notices or information.

### 5.3. Security and investigations

- We use Personal data for security, fraud prevention and investigations. We use your Personal data (including your communications) if we think it is necessary for security purposes or to investigate possible fraud or other violations of our Terms of Services, this Privacy Policy, implementing the regulatory and legal obligations. We may ask you to provide any additional information which we think may influence the process of

investigation or examination of your complaint / request.

#### 5.4. Profiling

- Profiling carried out by MisterTango involves processing of personal data by automated means for the purposes of legislation relating to risk management and continuous and periodic monitoring of transactions to prevent fraud. Such ongoing profiling is based on legitimate interests of MisterTango, the performance of a legal obligation and the execution of the agreement.

#### 5.5. Providing information on similar products and services

- When you sign up to MisterTango, we give you the opportunity to opt in to offers and promotions. If you choose to opt in, we then use your data to tailor offers to you, so they are more likely to interest you. You can opt out again at any time by going to the Settings in your app or browser. You can adjust your preferences or tell us you do not want to hear from us, at any time. We will not pass your details on to any outside organizations for their marketing purposes without your permission.
- When we use social media for marketing, your information may be shared with social media platforms, who may use it to check if you also hold an account with them. If you do, we may ask the advertising partner or social-media provider to:
- use your information to send our adverts to you when we think you might like one of our new products;
- not send you our adverts, because you already used the service advertised;
- advertise to people with a similar profile to you (e.g. if one of our services might appeal to someone with interests like yours).
- If you want us to stop sharing your personal information for marketing purposes, just let us know via the MisterTango website or app, or by emailing [dpo@mistertango.com](mailto:dpo@mistertango.com). You can also manage your marketing preferences directly with the social media platforms you are signed up to.

#### 5.6. Third Party Information

- We will combine this information with information we have collected about you and we will use this information to help us better understand your financial circumstances and behavior so that we may make decisions about how we manage your Account and to decide whether to agree to approve application on Account opening.

## 6. PERSONAL DATA RECEIVED FROM THIRD PARTIES

- We collect and receive your Personal data from yourself, as well as from the following sources:
  - We work closely with third parties to help us deliver our Service to you. These third parties are business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies, fraud prevention agencies, customer service providers and developers. Information we may collect about you from such parties can include credit search information, information which helps us to verify your identity or information relating to your payment transactions.
  - Other legal sources, such as public registers, internet search engines, public sources such as social media.
- If you are a beneficial owner, shareholder, representative or employee of our corporate client we are collecting your Personal data to fulfill legal and regulatory obligations. Your Personal data is provided to us by the representatives of the company where you hold a certain position. Personal data received under this clause is processed in accordance with the provisions of this Privacy policy and you have all the rights of the Data subject listed herein in this Privacy policy and in the applicable laws.

## 7. HOW WE SHARE PERSONAL DATA

- To provide you with the Services and meet our legal and regulatory obligations, we use third parties' services, and such third parties use personal data in delivering their services to us. Therefore we may share the information we collect about you with our service providers (Data processors) such as:
  - Cloud storage/servers' providers. We use their service to store your data safely and securely.
  - Card issuing institutions. For providing you with a card to use our Services.
  - Identification and verification services providers – to verify your identity.
  - Auditors, accountants, and lawyers: To complete financial, technical, and legal audits of MisterTango operations, we may need to share information about your Account as part of such an audit.
  - Other service providers with which we have concluded service provision agreements or when such sharing is mandatory according to applicable law.
- We only use the services of those data processors which ensure safeguards and use technical and organizational security measures equivalent to the ones required by EU General Data Protection Regulation.
- Processing personal data inside and outside the EEA
  - The data that we collect from you will be transferred to, and stored at, a destination inside the European Economic Area (EEA).
  - Personal data may be processed outside of the EEA for us to fulfill our contractual obligations towards you to provide the Services. We will need to process your personal data for us, for example, to action a request made by you to execute an international payment, process your payment details, provide global anti-money laundering, and counter terrorist financing solutions and provide ongoing support

services. We will take all steps to ensure that your data is treated securely and in accordance with this privacy policy.

- Our Legal Obligation to Use or Disclose Personal Data
  - As a regulated financial institution, we may need to share your Personal Data to state and public authorities. We will only do so when we are legally required to provide information or when we need to take legal action to defend our rights, as well as the cases, where we have a belief in good faith that access, use, preservation or disclosure of the information is reasonably necessary to meet any applicable law, regulation, legal process or enforceable governmental request, enforce applicable Terms of Services, including investigation of potential violations, detect, prevent or otherwise address fraud, security or technical issues.
- Other
  - MisterTango may partner with other financial institutions, such as Banking, credit, and financial services partners, including banking partners, banking intermediaries, credit companies and international payments services providers. With their help we can provide you Services and to meet legal and regulatory requirements we might be obligated to share your account details with such partners to the extent you transact or interact with customers of such partners.

## 8. YOUR RIGHTS

- You are entitled to the following rights regarding the protection of your Personal Data:
  - The right to request access information we process about you: this right enables you to receive a copy of the personal data we hold about you;
  - The right to request to correct incorrect / inaccurate information about you: this right enables you to have any incomplete or inaccurate Personal data we hold about you to be corrected. Please note that we may need to verify the accuracy of the new data you provide to us.
  - The right to request to transfer all or part of the Personal data: This right enables you to ask us to provide you with your Personal data in a structured, commonly used, machine-readable format, which you can then transfer to another appropriate data controller. Note that this right only applies to automated information which you initially provided for us to use and consented for its use or where we used the information to perform a contract with you.
  - The right to request erasure of Personal data: This right enables you to ask us to delete or remove personal data where there is no good reason for us to process it, or if you have successfully exercised your right to object to processing (as described in clause 9.1 herein below). Please note that MisterTango as a regulated financial institution is obligated under the applicable laws regarding prevention of money laundering and terrorist financing as well as of Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania to retain certain information you have provided for several years, as indicated in certain legislation, therefore we may not always be able to comply with your request of erasure for the mentioned reasons. We will notify you at the time of your request if the situation is as described.
  - The right to request restriction of data processing: This right enables you to ask us to suspend the processing of your personal data in the following cases: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; (d)

you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it. Please note that such requests may lead to a situation that we may not be able to perform our contractual obligations towards you or enter a contract with you. If this is the case, we will notify you about it.

- The right to object to processing of Personal Data when processing is carried out based on legitimate interest: This right can be exercised in a situation where we are relying on our legitimate interest (or those of a third party) but in your situation such processing impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. Please note that MisterTango as a regulated financial institution is obligated under the applicable laws regarding prevention of money laundering and terrorist financing as well as of Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania to process your certain Personal data for compliance purposes, therefore in some cases, we may demonstrate that we have compelling legitimate grounds to process your Personal data which override your rights. Please note that requirements of the mentioned laws supersede any right to objection under applicable data protection laws. If you object to the processing of certain data, then we may not be able to provide you Services and it is likely we will have to terminate your account.
- To exercise any of the rights mentioned above, please reach out to our client support team via email by filling out a request form on our Website or contact our Data Protection Officer as indicated below. We may ask you to verify your identity and for more information regarding your request.

## **9. HOW LONG DO WE KEEP YOUR DATA**

- MisterTango as a regulated financial institution is obligated under the applicable laws regarding prevention of money laundering and terrorist financing as well as of Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania to retain your Personal data for several years:
  - Client identification data and verification data – eight years after termination of the contract relations in accordance with the Law of the Republic of Lithuania on the Prevention of Money Laundering and Terrorist Financing;
  - History of transactions – five years after terminations of the contract relations in accordance with the Law of the Republic of Lithuania on the Electronic Money and Electronic Money Institutions.
- We therefore use this retention requirement as a benchmark for all personal data that we receive from you. To not hold your information for longer than is strictly necessary we will not hold any of your personal data for more than 8 years after the termination of our business relationship.

## **10. COMPLAINTS**

- You have the right to lodge a complaint to the national Data Protection Agency (DPA) in the country of residence in the event where your rights may have been infringed. We would, however, appreciate the chance to deal with your concerns before you approach the DPA and find a solution at your satisfaction. So please contact us in the first instance.

- Please be noticed that MisterTango identifies you by personal data and e-mail, which you have provided to MisterTango when you signed up for the services. When you submit your request, always provide your personal details and send your request via email you have submitted when you signed up for the services. In other cases we will not be able to identify you properly and submit the information requested by you or to fulfill your request.

## **11. MISTERTANGO'S DATA PROTECTION OFFICER**

- Contact email: [dpo@mistertango.com](mailto:dpo@mistertango.com) who are responsible for matters relating to privacy and data protection.
- If you have any further questions regarding the Personal data MisterTango collects, or how we use it, then please feel free to contact the Data Protection Officer at the details as indicated above hereof.