



Valid from: 01/08/2021

## Visa Payment Card Account Terms and Conditions

These Terms and Conditions apply to your Visa payment card account and Visa payment card. Please read them carefully. You can download a copy of these Terms and Conditions at any time from within your online account portal. [Log in here](#)

The Paysera account and Visa payment card are e-money services provided by Finansinės paslaugos “Contis”, UAB. Your distributor may transfer funds from a wallet you hold directly with them to cover the value of transactions you make using your Visa card.

In these Terms and Conditions:

“Distributor” means “Paysera LT”, UAB, company code 300060819; Electronic money institution licence No. 1, issued on 27/09/2012; the issuing and supervisory body is the Bank of Lithuania [www.lb.lt](http://www.lb.lt); data about “Paysera LT”, UAB is collected and stored at the Register of Legal Entities of the Republic of Lithuania, distributing the account and card to you.

“You” means the named account holder being the authorised user of the Paysera account and Visa payment card and any additional cardholder.

“We”, “us”, or “our” means Finansinės paslaugos “Contis”, UAB or the Distributor acting on behalf of Finansinės paslaugos “Contis”, UAB .

If you have any questions you can contact Client Support by:

- Phone: +44 20 80996963 (standard geographic rates apply);
- Email: [support@paysera.com](mailto:support@paysera.com)
- Online: Log in to your Paysera account at [www.paysera.com](http://www.paysera.com) and click on *Messages > Write a Message*;
- Mobile App: tap on *Profile > Contact support* in your Paysera Mobile app and send us a message;
- Post: Paysera LT, UAB, Pilaitės pr. 16, Vilnius, Lithuania.

Your Paysera account and Visa payment card is issued by Finansinės paslaugos “Contis”, UAB, company code 304406236, registered in the Register of Legal Entities of the Republic of Lithuania, having a head office at Gedimino pr. 20, Vilnius, Lithuania. We hold the electronic money institution licence No. 53, dated 23/07/2019, issued by the Bank of Lithuania, which is our supervisory authority located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, phone: +370 800 50 500. You may find more information about the Bank of Lithuania at <https://www.lb.lt/en> . Your Visa card is distributed by “Paysera LT”, UAB.

1. What is a Visa payment card account and card?

A Visa payment card account is an electronic money account from which you can make and receive payments.

A Visa payment card is a Visa payment card that can be used worldwide wherever Visa is accepted. It can be used online, in shops, over the phone, or to withdraw cash from an ATM.

You can only spend money that you have paid into your Visa payment card account, so before making transfers or using your card you need to make sure there are enough funds in the Visa payment card account. Funds in the Visa payment card account are not bank deposits and do not earn interest.

## 2. Who can apply for a Visa payment card account and card?

You must be at least 16 years old and an EEA resident to be issued a Visa payment card account and card. You can only apply if you are currently a client of the Distributor (you have opened a Paysera account and fulfilled the due diligence procedures required by the Distributor and confirmed your identity). You must provide an email address and mobile phone number to open an account so that we can communicate with you. There is a maximum of 9 accounts for an individual client and 20 accounts for a business client at each residential address.

## 3. Can I order an extra Visa payment card on my account for someone else?

You can request an additional Visa payment card for an additional cardholder and you may be charged a fee as detailed in the Fees and Limits table (section 33). Additional cardholders must be at least 14 years old. By requesting an additional card for another person, you agree for us to issue them a card and for them to authorise transactions on your behalf. The additional cardholder shares the balance and limits on the Visa payment card account.

You agree to hold the responsibility for all transactions carried out by any additional cardholder and that you will be responsible for the use of the additional card and for any applicable fees and charges the additional cardholder may incur.

## 4. How can I apply for the Visa payment card account?

You can apply through [our website](#).

Before we can open an account for you and issue you with a card, we will require evidence of your identity and we may require evidence of your residential address. You may need to provide us with documents such as your passport, driving licence, national identity documents, utility bills, bank statements, or other documents to confirm your identity. We will also need to carry out checks on you electronically.

When ordering the card(s), you shall have a sufficient amount of funds on your Paysera account to settle for card issuance, delivery, and one month's maintenance fees. If the amount of funds on the Paysera account is insufficient, you will not be able to order the card(s).

Card issuance and delivery fees are automatically deducted when ordering, and a monthly card maintenance fee is deducted at the moment of activation of the card.

The card shall be delivered to you via mail to the indicated address within 60 (sixty) days after the order. If you do not receive the card in one calendar month, you shall inform the Institution thereof.

If it is determined that you have not received the card through no fault of your own, the card sent to you will be permanently blocked and a new card will be produced and sent to you free of charge. If you do not receive the second card as well, you will be able to receive a new card at the Paysera office.

## 5. How do I get started?

As soon as you receive your card you must sign the signature strip on the back.

You will then need to activate your card. You can do this by logging in to your Visa payment card account at [www.paysera.com](http://www.paysera.com).

You also need to obtain your PIN to authorise chip-and-pin transactions and ATM withdrawals. You can get your PIN when you activate your card through your online account.

By activating your card you are agreeing to these Terms and Conditions. All provisions of the General Payment Services Agreement for Private or Business Clients, and the Supplement "Payment Instruments" are also applied to you (in respect of account opening).

Your card must be activated within 3 months of it being issued or it may be automatically cancelled and your account may be closed.

If you have ordered a card for someone else, it is your responsibility to give them the information required to activate the card and retrieve the PIN. If they start using the card we will take this as confirmation that you have communicated these Terms and Conditions to them and that they have accepted them.

In case the envelope is damaged or suspicions arise that the card may have been extracted from the envelope, you shall not activate the card received via mail, inform the Distributor thereof (within 24 hours), and return the envelope with the card to the Distributor.

## 6. What if I want to change my PIN?

If you want to change your PIN, you can do so at any ATM with PIN management functionality - locate ATMs with the "PIN change" attribute at <https://www.visa.com/atmlocator>. You can get a reminder of your PIN through your online account at [www.paysera.com](http://www.paysera.com).

## 7. How do I add funds to the Visa payment card account?

You may pay into your account through your account at [www.paysera.com](http://www.paysera.com).

The time taken to credit funds to your account will depend on the method of deposit used. You cannot pay into your account by a balance transfer from a card. You may only pay in funds up to your maximum account balance.

A fee may apply for payments into your account, please refer to the Fees and Limits table (section 33). Certain minimum and maximum limits and usage requirements apply to your account and card; such limits and requirements are detailed in the Fees and Limits table (section 33). We reserve the right to refuse to accept any particular payment if we suspect any fraudulent activity or in the event of other exceptional circumstances.

As soon as we receive the funds that you have paid in, they will be on your account and ready to use. There may be occasions when we delay the funds reaching your account for up to three working days, this may happen when we need to confirm the transaction with the sending bank.

Where an overpayment has been made to your account in error, we reserve the right to debit the account with the excess amount to correct the payment transaction.

## 8. What transactions can I make?

You can use your Visa payment card to authorise the following transactions to merchants that accept Visa payment card payments:

- **Chip and PIN card payments** by inserting your Visa payment card in the terminal and inputting your PIN;
- **Magnetic Stripe card payments** to any merchant that cannot accept Chip and PIN cards by signing the sales voucher;
- **Contactless card payments** by waving the Visa payment card over the contactless card reader;
- **Internet card payments to online merchants** by providing the Visa payment card details and any other security details such as your secure code credentials as requested by the online merchant;
- **Mail order or telephone order card payments** to merchants by providing the Visa payment card details as requested by the merchant;
- **ATM cash withdrawals at ATMs** displaying the Visa logo by inserting your Visa payment card into the ATM, inputting your PIN, and following the instructions at the ATM;
- **E-wallet payments** by adding your card to the Samsung Pay, Google Pay, or Apple Pay (when available) wallets in your mobile phone and waving your mobile phone over the contactless card reader or checking the e-wallet option online. You authorise the e-wallet transaction using your mobile phone security protocol which may include biometric information such as fingerprint or face ID on your mobile phone.

Like in case of other payment cards, we cannot guarantee a third party or ATM will accept your card.

You may, in addition, be required to enter a one-time passcode or other security information including, if available and you opt for this type of identification, biometric information to authorise a transaction or make account amendments. One-time passcodes will be sent to the mobile phone number registered to your account.

As soon as a transaction is authorised we will deduct the value of your transaction from the available balance on your account. Fees may be deducted at the time of authorisation or when the transaction has been confirmed through the Visa system. A full breakdown of each transaction, including charges, will be available to view on your account.

Once we have received authorisation for a transaction we will transfer funds to the retailer within 3 days, or to a bank or financial institution on the day we receive the authorisation, or the day you requested the payment to be made for transactions dated in the future. A transaction will be received for Visa card transactions when we receive the transaction instruction from the retailer or ATM operator.

## 9. Can I cancel a transaction?

Generally, authorisation for a transaction may not be withdrawn by you. However, you may be able to withdraw your authorisation where you have authorised a transaction which will take place on a future date. However, where a specific date is agreed, you may not revoke a payment order after the end of the business day preceding the agreed date.

To withdraw your authorisation of a Visa payment card continuous payment authority, you must notify the retailer before the closure of business on the business day before the day on which the transaction was due to take place and provide us with a copy of the notice if requested.

We may charge you a Cancellation Fee if a transaction is revoked by you under this paragraph (see the Fees and Limits table (section 33)).


## 10. Can I pay for things in a foreign currency?

Your card is denominated in euro. If you make a purchase or an ATM withdrawal in any other currency we will convert the sum into euro using the exchange rate set by Visa on the day they process the transaction, this may differ from the actual date of the transaction.

If you use your euro denominated card in a European country, which doesn't use euro, you may receive a notification from your provider showing the exchange rate used and the euro amount, along with the per cent difference between the rate applied by the card scheme and the European Central Bank (ECB) rate.

An international transaction fee will apply to each of these transactions (see the Fees and Limits table (section 33)).

When you add funds to the Visa payment card account in a currency other than euro, the currency is automatically converted according to the currency exchange rate of the Distributor valid at that moment, which is constantly updated and published on [the Paysera website](#).

Any changes to the exchange rate used to convert foreign transactions will be made immediately. You can find the exchange rate for a transaction made in a currency other than euro on a given date [here](#) .

## 11. Is there anything I can't buy with my Visa payment card?

You may not use your card for illegal purposes. It also cannot be used for a limited number of specified transactions. Please see Article 9 of the [General Payment Services Agreement](#).

## 12. How can I check my Visa payment card account?

You can check your account by accessing it securely through [our website](#). Your statement will show:

- information on the payee of each transaction and a reference enabling you to identify each payment transaction;
- the amount of the transaction shown in the currency in which the transaction was paid or debited to the account;
- the amount of charges for the transaction;
- the exchange rate used in the payment transaction (where applicable); and
- the date the transaction is authorised or posted on to the account.

This information is accessible at all times via on your account, is available free of charge, and can be stored and reproduced as necessary. Paper statements are available on request and are subject to a fee (see the Fees and Limits table in section 33).

You may, in addition, be required to enter a one-time passcode or other security information including, if available and you opt for this type of identification, biometric information to access your account. One time passcodes will be sent to the mobile phone number registered to your account.

### 13. How long will the Visa payment card last?

Your card will be valid for 4 years. You will not be able to use your card after its expiry date. This agreement shall terminate when your card is cancelled or expires and is not replaced.

Upon expiration of validity of the card(s), a new card is issued to you automatically (if at least one payment transaction with the card had been performed within 90 days before the card expiration date) by sending it to the address indicated by you in the Paysera system.

If you wish for the new card(s) to be delivered to another address, you have to indicate it in the online account in the Paysera system not later than 30 days before the card(s) expiration date under instructions provided in the Paysera system.

For issuance and delivery of a new card(s) the standard fees are applied, which are automatically deducted from your Paysera accounts at the time of the card renewal.

### 14. Does the Visa payment card account and card have spending limits?

You can only spend the money that is paid into your account. Limits also apply to daily ATM withdrawals, and other limits may be applied to the amount of spending and the number of transactions you can perform. See the Fees and Limits table (section 33) and your online account portal for further details.

If, for any reason, the transaction is completed when there are insufficient funds in your account then you will have to reimburse the shortfall to us, unless it is due to an error by the retailer with whom you made the transaction.

We may collect this shortfall from any card you have with us or from any funds which you subsequently pay into your account. We may suspend your cards until the negative balance is restored.

### 15. What if I have been overcharged or charged for transactions I didn't make?

If you dispute a transaction that has been processed on your card you should contact the merchant first as this may lead to the quickest resolution. If the dispute cannot be resolved with the merchant or you dispute any other account transaction you should contact us without undue delay and in any event within 13 months of becoming aware of any unauthorised or incorrectly executed payment transaction.

Where you have informed us that an executed payment was not authorised by you in accordance with these Terms and Conditions, and you have taken all reasonable steps to keep personalised security information safe, keep your card secure, not disclosed your PIN or security information to anyone else and not acted fraudulently, we will:

(a) refund the amount of the unauthorised payment to you; and

(b) restore the debited payment account to the state it would have been in had the unauthorised payment not taken place.

Beyond this, we will have no further liability to you. Where payee details provided by you are incorrect, we are not liable for non-execution or defective execution of the payment transaction, but we will make reasonable efforts to recover the funds involved in the payment transaction and notify you of the outcome.

You may be entitled to claim a refund in relation to transactions where:

- the transaction was not authorised under these Terms and Conditions;
- we are responsible for a transaction which we fail to execute or incorrectly execute. In these circumstances, we will refund to you the amount of the non-executed or defective payment transaction and restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. We will also refund to you: (a) any direct charges for which you are responsible; and (b) any interest which you must pay, as a consequence of the non-execution or defective execution of the payment transaction; or
- a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged is more than could reasonably be expected, taking into account previous spending patterns on the card and the circumstances of the transaction. We will either refund the full amount of the payment transaction or provide justification for refusing to refund the payment transaction. Any refund or justification for refusing a refund will be provided within 10 business days of receiving a request for a refund or, where applicable, within 10 business days of receiving any further information requested. A claim for a refund in these circumstances will not be accepted if the amount of the transaction was made available to you at least 4 weeks before the transaction date or if the claim is made more than 8 weeks after being charged to your account.

## 16. What about security?

You must keep your card and security credentials safe and not let anyone else know or use them. You must keep your security information secret at all times; never disclose your PIN or security information to anyone and do not store details of your PIN with your card. Security information includes your login and password details used to access your account or any other website where your card or account details are stored. We also recommend that you check the balance on your account regularly through logging onto your account at [our website](#) or by contacting [Client Support](#).

## 17. What if my Visa payment card is lost or stolen or my account details are compromised?

If you lose your card or it is stolen, or you suspect that someone else has found out your PIN or security information or accessed your account without your permission, you must notify us without undue delay by [phone](#) or through your account. Your card will be cancelled immediately and your account may be blocked. We run a dedicated line for lost or stolen cards; Calls are charged at the standard geographical rate. If, after reporting a lost card, you subsequently find the card you must not use it. Cut it in half through the signature box, magnetic strip, and chip.

If you ask us to do so, and provided that you provide the information and assistance that we request from you, we will investigate any disputed transaction or misuse of your card or account.

If the investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence (for example by failing to keep your card, security information or PIN secure, or by failing to notify us without delay on becoming aware of the loss, theft, misappropriation, or unauthorised use of the card or account), then we will not refund the transaction amount and you will be fully liable for all losses incurred because of the unauthorised use of the card or account.

If the investigations show that you have not acted fraudulently or with gross negligence, your maximum loss or liability to us for any unauthorised transaction will be limited to 50 euro and we will process a refund as soon as practicable, and in any event no later than the end of the business day following the day after we receive your notification.

## 18. Will you ever block a transaction without me asking?

We may refuse to pay a transaction:

- if we are concerned about the security of your card or account or we suspect your card or account is being used in an unauthorised or fraudulent manner;
- if sufficient funds are not paid into your account at the time of a transaction to cover the amount of the transaction and any applicable fees;
- if there is negative balance on your account;
- if we have reasonable grounds to believe that you are not using the card or account in accordance with these Terms and Conditions;
- if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- because of errors, failures (whether mechanical or otherwise) or refusal to process a transaction by merchants, payment processors, or payment schemes such as Visa, SEPA, BACS, CHAPS, or other.

If we refuse a transaction, we will tell you why immediately, if we can, unless it would be unlawful for us to do so. You may correct any information we hold and which may have caused us to refuse a transaction by contacting [Client Support](#).

The card might also be permanently blocked and cancelled if you use the wrong PIN 3 (three) times in a row while using an ATM or at a point of sale.

We may temporarily suspend use of the card due to important reasons (maintenance or development works, change of software, etc.).

## 19. Can I cancel my Visa payment card account and card?

You have a legal right to cancel your account and card up to 14 days from the date your account is opened without incurring any penalty and we will refund any card issue fees. We may charge you a Card Cancellation Fee if we have already incurred costs by ordering a card in your name. You can also cancel your card any time after the 14 day period subject to any fees as outlined in the Fees and Limits table (section 33) by contacting [Client Support](#) or through the mobile application or website. You should also cut your cancelled card in half through the signature box, magnetic strip, and chip.

All fees and charges will be apportioned up until the time of the termination of the contract, and any fees and

charges paid in advance will be reimbursed proportionally. You will not be entitled to a refund of money you have already spent on transactions authorised, pending, or any fees for use of the card or account before the card or account is cancelled or expires.

## 20. Could my Visa payment card account be cancelled?

We may cancel your account and this agreement by giving you at least two months' notice. Reasons for cancellation may include:

- if this agreement or your card expires;
- if you break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner;
- if you act in a manner that is threatening or abusive to our staff, or any of our representatives; or
- if you fail to pay fees or charges that you have incurred or fail to pay back any negative balance on your card.

We may also cancel your card or block your account immediately if we:

- suspect unauthorised or fraudulent use of your card or account;
- have any other security concerns;
- need to do so to comply with the law;
- if you fail to pay fees or charges that you have incurred or fail to pay back any negative balance on your card; or
- there are other reasons for such actions under the legislation or the General Payment Services Agreement.

We may also deny access to your card and/or account where we consider it to be at risk of money laundering or terrorism financing, fraud, or other criminal activity. Should we need to take these actions and where possible, we will give reasons for doing so except where restricted by law.

In these circumstances, you must tell us what you want us to do with any unused funds. You must do this within 3 months of the date we tell you that your account is cancelled.

## 21. Can I get money back once I have put it on?

You can clear the balance on your account through spending and ATM withdrawals, or transferring it through your account. See the Fees & Limits table (section 33) for the fees that would apply.

Alternatively, you may request a refund of the funds on your account by contacting Client Support and confirming that your card has been destroyed by cutting it up. We will transfer your funds back to you at no cost, unless:

- you are requesting redemption before termination or expiry of this agreement;
- you cancel this agreement before any agreed termination or expiry date; or
- you request redemption more than one year after the date of termination or expiry of this agreement.

If one of these situations does apply then we will charge additional fees (see the Fees and Limits table (section 33)). In all other cases no additional fee for electronic money redemption is applied. In the event of redemption of electronic money, you pay a regular commission fee for a money transfer or withdrawal which depends on the method of electronic money transfer/withdrawal chosen by you.

Standard Payera commission fees for money transfer/withdrawal are applied.

We will not redeem the value of the funds on your account to you if your request for redemption of the funds is more than six years after the date of termination or expiry of this agreement.

All funds will be returned to a bank account of your choice in euro. We reserve the right to see proof of your ownership of the bank account before transferring funds to it. To enable us to comply with our legal obligations, we may ask you to provide us with certain information such as identification documents before we can process your refund request. In case we cannot repay funds to the account indicated by you due to reasons beyond our control, we will notify you thereof immediately. Then we ask you to indicate another account or provide additional information necessary to repay the funds (execute a payment).

Please also refer to section 28 below for the circumstances in which we do not give you a refund.

## 22. Is money on my Visa payment card account protected like my bank account?

The account and associated card are an electronic money product and although we are supervised by the Bank of Lithuania, it is not covered by the Deposit Insurance Fund of the Republic of Lithuania. No other compensation scheme exists to cover losses claimed in connection with the account and associated card. We will however ensure that any funds received by you are held in a segregated account so that should we become insolvent your funds will be protected against claims made by our creditors.

## 23. What if I have a complaint?

If you are unhappy in any way with your card and account or the way it is managed, you can contact Client Support so we can investigate the circumstances for you. Any complaints you have will be dealt with quickly and fairly.

We will make every possible effort to address all points of complaint by email. We will respond within 15 business days upon receiving the complaint. If a full response cannot be provided within these timeframes, we will send a holding reply with a full response to follow within 35 business days.

If we are unable to resolve your complaint to your satisfaction and provided you are a consumer you may apply to the consumer dispute resolution institution – the Bank of Lithuania – by filing out a free-form application and sending it to the Supervision Service at the address provided on their website.

## 24. What if I change my details?

You must let us know as soon as possible if you change your name, address, phone number, or email address. If we contact you in relation to your account we will use the most recent contact details you have provided to us. Any email or SMS text message sent to you will be treated as being received as soon as it is sent by us. We will not be liable to you if your contact details have changed and you have not notified us.

## 25. What will happen to my personal information?

We are the controller of your personal data which we will use in order to open, administer and run your account, and provide payment services to you. You hereby consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you or otherwise to fulfil this agreement. For further information about how we will process your personal data, please view our Privacy Policy. You may withdraw your consent to the processing of this data by closing your account.

## 26. Will these Terms and Conditions ever change?

We may change these Terms and Conditions by notifying you by email or other agreed means at least two months before the change is due to happen. We will assume that you agree with the change. If you do not agree with the change you must tell us before the change happens and we will cancel your account immediately. If you cancel your account in this way then we will return any balance on the account to you and you will not be charged a fee.

An up-to-date version of the account Terms and Conditions, as well as any notices of future changes will always be available via our website. You should check our website and your online account portal regularly for such notices and changes.

## 27. When may use of the Visa payment card and account be interrupted?

From time to time, your ability to use your card or account may be interrupted, e.g. when we carry out systems maintenance. If this happens, you may be unable to:

- (a) use your card to pay for purchases or obtain cash from ATMs and/or
- (b) obtain information about the funds available in your account and/or about your recent transactions.

In addition, like in case of other payment cards, we cannot guarantee a merchant will accept your card, or that we will necessarily authorise any particular transaction. This may be because of a systems problem, something outside our reasonable control, to comply with legal and regulatory requirements, or because we have suspended, restricted, or cancelled your account or refused to replace it in accordance with these Terms and Conditions.

## 28. What is our responsibility?

If we incorrectly deduct funds from your account, we will refund them. If we subsequently establish that the refunded amount had in fact been correctly deducted, we may deduct it from your available balance and may charge you a fee. If you do not have sufficient available balance, you must repay us the amount immediately on demand.

If unauthorised transactions occur after you have notified us of the loss, theft, compromise, or unauthorised use of your card or account, and you have not acted fraudulently or in breach of these Terms and Conditions, then we will be liable.

We will not be liable:

- in any event that a merchant refuses to accept your card;
- for any interruption, disruption, or impairment of our service or any third party services on which we rely for the performance of our obligations hereunder;

- for refusing to authorise a transaction;
- for cancelling or suspending use of your card or account;
- for any loss arising from your inability to use your card or access your account due to interruptions;
- for any direct or indirect loss or damage you may suffer including loss of revenue, loss of reputation, goodwill, opportunity, or anticipated savings as a result of your total or partial use or inability to use your card, mobile app, website or account, or the use of your card or account by any third party (unless otherwise required by law);
- for the quality, safety, legality, or any other aspect of any goods or services purchased with your card; and
- any abnormal and unforeseeable circumstances beyond our control, however so caused.

For the SMS services we offer, we are not responsible for lost, late, or undelivered text messages, notifications, or communications. We accept no responsibility for any technical, computer, online, telephone, cable, electronic, software, hardware, transmission, connection, internet, website, or other access issue which may hinder your ability to access the SMS services.

Nothing in these Terms and Conditions shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

## 29. When can I be charged (other than the fees in section 33)?

We may charge you for any reasonable costs that we incur in taking action to stop you using your card or account and to recover any monies owed as a result of your activities if you:

- use your card or account fraudulently;
- do not use your card or account in accordance with these Terms and Conditions; or
- have been grossly negligent, for example by failing to keep your card or PIN secure or by failing to notify us without delay after your card is lost, stolen, or used by someone else or where your account has been compromised.

In these circumstances we will not refund transactions and we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using your account and to recover any monies owed as a result of your activities.

If you have not been fraudulent, or grossly negligent, and have used your card and account in accordance with these Terms and Conditions, your maximum liability for any unauthorised transaction resulting from the use of a lost or stolen card or details before you notify us will be 50 euro.

We may also charge you additional fees if we have to manually intervene to complete a payment or rectify an error on the account caused by an error or omission on your part.

## 30. Am I permitted to give access to third party providers?

You may allow regulated Third Party Providers (TPPs) (including Account Information Service Providers (AISPs) and payment initiation service providers (PISPs)) access to your online account; either to make payments, obtain account balances, or obtain information on previous transactions.

Before giving consent to a TPP, you should:

- (a) ensure that the TPP is authorised and holds the correct regulatory permissions;
- (b) check what level of access you are consenting to, how your account will be used, and the extent to which your data will be shared with third parties; and
- (c) familiarise yourself with your obligations and rights under the TPP agreement, in particular your right to withdraw consent to access your account.

We may refuse to allow a TPP access to your account where we are concerned about fraudulent or unauthorised access.

We are not party to, or responsible for, any agreements between you and a TPP. Subject to any rights to refund you may have under these Terms and Conditions, we shall have no liability for:

- (a) any loss whatsoever, as a result of using a TPP and entering into a TPP agreement; and
- (b) any actions that the TPP takes in relation to suspending or terminating your use of their service or for any resulting losses.

### 31. Can I assign my rights or obligations under these Terms and Conditions?

You may not transfer or assign any rights or obligations you may have under these Terms and Conditions to any other person without our prior written consent. We may assign the benefit and burden of these Terms and Conditions to any other person at any time on giving you two months prior notice of this. If we do this, your rights will not be affected.

### 32. Governing law

These Terms and Conditions will be construed in accordance with the laws of the Republic of Lithuania and subject to the exclusive jurisdiction of the courts of the Republic of Lithuania.

### 33. What are the fees and limits?

Paysera Fees and Limits will always be available via [our website](#).

Your Visa payment card and account is issued by Finansinės paslaugos "Contis", UAB who is authorised by the Bank of Lithuania to issue e-money (company code: 304406236) and is a member of Visa. Registered head office is Gedimino pr. 20, Vilnius, Lithuania.

Please note that the Visa payment card and account is an electronic money product and although we are supervised by the Bank of Lithuania, it is not covered by the Deposit Insurance Fund of the Republic of Lithuania. We ensure that any funds received by you are held in a segregated account so that in the unlikely event that Finansinės paslaugos "Contis", UAB becomes insolvent your funds will be protected against claims made by creditors.

#### **Agreement History**

[Visa Payment Card Account Terms and Conditions](#) (valid until 31.07.2021)

[Visa Payment Card Account Terms and Conditions](#) (valid until 01.10.2020)

Visa Payment Card Account Terms and Conditions (valid until 16.09.2019)