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# Rules for Using the Paysera Mobile Application

#### Basic concepts

**General Payment Services Agreement** – an agreement applied to the clients of Paysera, which is available <u>here</u>.

Paysera - as defined in the General Agreement on Payment Services.

**Paysera Services** – the services of electronic money issuance, redemption, payment and other related services provided by Paysera.

**Paysera System** – the electronic payment system accessible at www.paysera.com, where individuals can open electronic money accounts and use Paysera Services.

**Paysera Account** – a virtual account opened in the System on behalf of the Client and used for executing settlements and other Payment operations.

**Account** – the result of registration in the computer system, when personal data of the registered person is saved, the person is given a login name, and his/ her rights in the system are stated.

**Paysera confirmation code** – a single-use digital code for verifying and confirming an interface of the mobile telephone number and Paysera account of the Client, sent to the Client's telephone number linked to his/ her Paysera account.

**Paysera Application** – a mobile application for Paysera account management, installed and used on mobile devices.

**Point of sale** – a physical place where a seller of goods or a provider of services accepts payments for goods sold and/or services provided using Paysera Application, and where the Client can settle for purchased goods and/or services using Paysera Application.

**Paysera Application unlocking PIN code** – a five-digit code created by the Client, used by the him/her to unlock his/her Paysera Application.

**Merchant identifier** – a QR (unique visual code) or BAR code given at the Point of sale, used to identify the Point of sale or a concrete payment and allowing to display information about the goods or services ordered by the Client at the Point of sale and their price with the help of a mobile device.

Account top up or cash withdrawal code – a unique QR or BAR code, used by the Client to add funds to his/ her Paysera account or withdraw cash.

**Unique identifier** – a phone number, email, account number or any other data, which can be used in order to determine a Recipient of funds and execute a payment order.

## Functions of Paysera Mobile Application

1. Paysera Mobile Application is one of the Paysera account management tools.

2. Downloading Paysera Mobile Application is free. Prices for Specific Paysera Services are listed <u>here</u>.

3. The Client must make sure that Paysera Mobile Application is downloaded and installed to the mobile device only from Apple Store and Google Play websites, specified by Paysera.

4. Using Paysera Mobile Application, the Client can perform the following actions:

4.1. to register in the System and create an Account (using Paysera Services is of limited usage based on this article until full identification procedure is performed in accordance with the rules stated by Paysera System);

4.2. to link a payment card with Paysera Mobile Application and execute settlements from the payment card in the Points of Sale via Paysera Mobile Application;

4.3. to view statements of last payment operations executed via Paysera Mobile Application.

5. Completely identified Clients are able to use the following Paysera Services via Paysera Mobile Application:

5.1. to execute payment transfers from Paysera account to other users of Paysera Accounts, indicating only a telephone number or email of the Recipient;

5.2. to execute payment transfers from Paysera account to accounts in other than Paysera systems;

5.3. to check the balance on Paysera account and view last outgoing and incoming payments;

5.4. to settle from the Paysera Account in the Points of sale accepting payments via Paysera Mobile Application;

5.5. to link a payment card with Paysera Mobile Application and execute settlements from the payment card in the Points of Sale via Paysera Mobile Application;

5.6. to top up the Paysera Account;

5.7. to withdraw cash from the Paysera Account.

6. New functions may be added to Paysera Mobile Application in new versions of Paysera Mobile Application. In case new functions appear, the offer for installing new functions will be sent to the Client's mobile device, and the Client's consent to install and use the new functions shall be expressed by installing the proposed updates.

7. Some of the functions of Paysera Mobile Application may vary depending on operating system in use.

#### Opening Paysera Account via Paysera Mobile Application

8. The Client registers in Paysera System and creates an Account, providing his/ her email and/or telephone number. In dependence on the information provided at the time of registration in the System, the Client may be required to complete a Client identification procedure and provide information as specified in the General Payment Services Agreement in order for the Client to be able to use the Paysera account and other services provided by Paysera.

9. The Client is able to log in to Paysera Mobile Application and perform actions via Paysera Mobile Application upon:

9.1. linking the Paysera account with his/ her specific telephone number;

9.2. creating an unlocking PIN code for Paysera Mobile Application.

10. Paysera Mobile Application PIN code created by the Client is a permanent Password, used by the Client to unlock his/ her Paysera Mobile Application, log in to and manage his/ her Account. If the Client does not log in to his/ her account over 35 (thirty five) days, the Client has to log in with the Paysera Account Password once again and set a new Paysera Mobile Application PIN code. The Client may be required by the System to enter a telephone confirmation code, sent by Paysera to the Client's mobile telephone number liked to the Account. Paysera points out that after using Paysera Application and simply turning it off (i.e. without logging off from the Account), Paysera Mobile Application may be available for some period of time from the same mobile device without entering Paysera Mobile Application PIN code.

# Execution of Payment Transfers

11. Payment transfers can only be executed by fully identified Clients.

12. In order to execute a payment transfer, the Client must indicate the Unique identifier of the Recipient and the amount of the transfer in the currency the Client holds funds on his/ her Paysera Account.

13. Before executing a payment transfer the Client must make sure that the indicated Unique identifier is relevant, valid and used by the Recipient. Paysera shall not be liabile for transferring funds to wrong Recipient due to incorrect identifier indicated by the Client.

14. The payment is credited to the Paysera Account of the Recipient immediately, if the identifier indicated in the payment order is linked with the Paysera Account of the Recipient.

15. In case a telephone number or an email address is used by the Client as a unique identifier and it turns out that the account of the Recipient is not linked with the identifier indicated by the payer, the payment shall be credited after the Recipient links his/ her Account with the identifier indicated by the payer (if there is such opportunity). If the Recipient does not link his/ her Account with the indicated identifier within 30 (thirty) days, the payment is automatically cancelled and the funds returned to the Paysera Account of the payer.

16. Types of Payment Transfers via Paysera Mobile Application:

16.1. a payment transfer to the System user. Such transfer may be protected by a password: the Client, when formulating the payment order, determines the Transfer Receipt Password. Payment transfer is only executed at the time when the payee collects the Transfer Receipt Password specified by the Client-payer and provided to the Recipient. If the Recipient fails to receive the password set by the payer, the funds will be automatically refunded to the payer's Paysera Account after 30 days. At the moment of authorization of such payment transfer, the Transfer Receipt Password entered by the Recipient is considered authorised and cannot be canceled after the Recipient has entered the Transfer Receipt Password. The Client is solely responsible for the proper and safe transfer of the Payment Transfers to the Recipient and to ensure that this Password is disclosed only to the Recipient;

16.2. Payment transfer to the System non-user.

17. The amount of payment transfer is not limited by any minimum amount. To payment transfers are applied transfer limits, set for the Paysera account of the Client.

18. In case the money has been sent by mistake, the Recipient is required to return money to the sender as soon as possible.

19. When using Paysera Mobile Application, the Client may choose as a Recipient any contact from the contact list on his/ her mobile device. When using this feature, the Client agrees that Paysera can reach, manage and store on its servers generated values from telephone numbers and email addresses of contacts on the mobile device of the Client exceptionally for the purposes of this Agreement and Paysera Mobile Application use. The Client also agrees that s/he will be displayed on mobile devices of other users of Paysera Mobile Application, that have the contact data of the Client.

# Settlement for goods and/or services at Points of sale

20. Paysera Mobile Application provides the possibility to pay for goods and/or services at Points of sale where payments via Paysera Mobile Application are accepted:

20.1. scanning the Merchant's identifier: The Client scans the Merchant's identifier presented at Merchant's trading place with his mobile device and confirms payment for specified goods or services;

20.2. ordering goods or services remotely via Paysera Mobile Application: in Paysera Mobile Application the Client can find a list of trading venues that accept payments through the Paysera Mobile Application and order goods or services, confirming the payment remotely.

21. For settlement at Points of sale the ordinary transfer limits of the Client's Paysera Account are applied. The Clients who have not completed the full identification procedure, can execute payments at Points of sale only using payment card linked with Paysera Mobile Application.

22. After the Client has confirmed the payment transfer, it cannot be cancelled and the refund cannot be executed.

#### Paysera Account top up or funds withdrawal

23. Only completely identified Clients can top up Paysera Account via Paysera Mobile Application.

24. In order to top up the Paysera Account, the Client has to choose "Top up" and present an Account top up BAR or QR code, that was send to him, at the Account top up place where the Account Replenishment Code will be scanned and the amount of money indicated by the Client will be added to the Paysera Account.

25. In order to withdraw funds from the Paysera Account, the Client has to choose "Pay out" to receive the BAR or QR code for the cash withdrawal and submit it to the Cashier at the place where the cash withdrawal code will be scanned and the amount indicated by the Client will be issued from his Paysera Account.

26. Places that provide the option to top up Paysera Account or withdraw funds from the Account are indicated on the Paying Out/ Paying in places map or list.

27. Toping up or withdrawing funds may require additional actions from the Client.

#### Security

28. As Paysera Mobile Application is a payment tool, the Client must take care of security of his/ her mobile device, not to leave Paysera Mobile Application on, and not to transmit or leave Passwords in places available to other persons. In case the Client suspects that the Paysera Mobile Application unlocking PIN code or other Passwords became known to other persons, the Client shall change his/ her Paysera Mobile Application unlocking PIN code and/or the Account Password immediately. If the Client is not able do that, s/he shall inform about it Paysera as stated in the General Payment Services Agreement in order to block the possibility to manage Paysera Account via Paysera Mobile Application until the new Passwords are generated.

29. If the Client fails to do so, s/he bears liability for all unauthorised transactions on the Paysera Account, executed because the Passwords became known and/or the Account became available to third persons.

30. Under the present Supplement, the Passwords are deemed login data, a Paysera Mobile Application unlocking PIN code, Transfer Receipt Password, QR or BAR codes for the Account top up or funds withdrawal.

31. After the mobile telephone number and/or email is linked with the Account, the Client's mobile telephone number and/or email is used as a payment tool or Client identification mean, thus these tools and logins must be protected by the Client. The Client is fully liable for security of the mobile device, as well as telephone number (SIM card), login to the mail box and all the Passwords.

32. The Client shall only use the original software and its standard instruments provided with the device. In case any other software is installed on the device or its standard integrated rights and protection features or system files are changed, the risk to the security of the data stored by separate installed applications, including Paysera Mobile Application, increases. Paysera shall not be liable for losses incurred due to operational system security breaches.

## Liability

33. Paysera is not liable for any losses incurred by the Client, if the Client for some reason is not able to log in to Paysera Mobile Application; if a device, program or operational system used together with Paysera Mobile Application ceases working; if Paysera Mobile Application is not working in a way the Client expected to; in case of errors have been detected; if services could not be provided on time as a result of impact by third persons (e.g. software, operational system, operators, etc.).

34. The Client undertakes full liability that the provided to Paysera mobile telephone number and/or email address which the Client links to his/ her Paysera account belongs to the Client.

35. Paysera is not liable for direct or indirect losses that may be incurred by the Client using this service. Paysera is also not liable for the losses incurred by the Client as a result of telecommunication networks malfunctions.

# Privacy Policy

36. The Client, using Paysera Mobile Application, provides Paysera the following personal data: telephone number, email address, as well as an associated payment card number, expiration date, CVV code, name, surname (in case there is an associated payment card). If the Client is identified, Paysera also handles his/ her other data stored in Paysera System.

37. The data of the Client is managed for the purposes of providing Paysera Services and money laundering prevention.

38. The data is stored for 8 years after the termination of business relationship with the Client. The retention period may be extended for a period not exceeding 2 years, provided there is a reasoned request from a competent authority. Such data retention period is required by the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania.

39. All data managed by Paysera is provided by the person voluntarily, with fairness and completeness of the information.

40. All of the above information, which constitutes personal data, will not be transferred to any third parties without the consent of the person. Paysera may disclose personal data or information provided by a person when such disclosure is required by applicable law or by the competent authorities. Paysera may also disclose personal data or information only where this is not prohibited by law and only when objectively justified in a particular case. Typically, data is disclosed in the following cases:

40.1. with the person's consent to disclose the information;

40.2. to law enforcement agencies in accordance with the procedure provided by the legal acts of the Republic of Lithuania;

40.3. if necessary to prevent or investigate criminal offenses;

40.4. in other cases stipulated by law.

41. The Paysera Application also has analytics tools installed designated to ensure the proper technical operation of the Paysera Application (such as <u>Crashlytics</u>  $\mathbf{C}$ , <u>Firebase Crash Reporting</u>  $\mathbf{C}$ ). Such tools analyze the causes of failure of the application and provide them to Paysera, so that we can better understand the Client's needs and the causes of malfunctions or failures. To this end, in the event of technical operation failure of the Paysera Application, the data on the failure may be transmitted to third persons – the managers of such technical operation analytics tools, who process personal data in accordance with their publicly available privacy policies.

42. The Client has the right to request access to personal data collected and stored by Paysera and learn how they are processed, also ask to provide such data to him/her. Once in a calendar year, the data may be provided free of charge, but in other cases, the provision of the data may lead to a remuneration that does not exceed the cost of the data provision.

43. The Client has the right to request Paysera to correct any inaccuracies in their personal data free of charge. The Client also has the right to object to the processing of their personal data and disclosure to third parties, unless it is necessary for the provision of services.

44. The Client may send a request regarding access to his/her personal data processed by Paysera, corrections and objection by e-mail to: <a href="mailto:support@paysera.com">support@paysera.com</a>.

# Final Provisions

45. These Rules are approved by the Client downloading the Paysera Mobile Application and registering in it. All applicable General Terms and Conditions of the General Payment Services Agreement and the provisions of these Rules apply to the Client.

46. Issues not stipulated by these Rules are governed by the General Payment Services Agreement.