



## Naga Pay Account Terms & Conditions

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

The Naga Pay account and Visa debit card are e-money services provided by UAB "Finansinės paslaugos „Contis". Your distributor may transfer funds from a wallet and/or account you hold directly with them to cover the value of transactions you make using your Visa card.

In these Terms & Conditions:

"Distributor" means a third party who may distribute the account and card to you on our behalf. NAGA Pay GmbH is a company registered in Germany with the following registration details:

- **Registration No.:** HRB162653; and
- **Registration Address:** Hohe Bleichen 12, c / o The Naga Group AG, 20354 Hamburg.

"You" means the named account holder being the authorised user of the Naga Pay account and Visa debit card.

"We", "us" or "our" means UAB "Finansinės paslaugos „Contis" or the Distributor acting on our behalf.

If you have any questions you can contact Customer Services by:

- Telephone: +49 40 5247 791 0 (standard geographic rates apply);
- Email: [paysupport@naga.com](mailto:paysupport@naga.com);
- Online: Log in to your Naga Pay account and click on Contact Us to send us a secure message;
- Mobile App: click on Contact Us in your Naga Pay mobile app and send us a message; or
- Post: Hohe Bleichen 12, c / o The Naga Group AG, 20354 Hamburg.

Your Naga Pay account and Visa debit card is issued by UAB "Finansinės paslaugos „Contis", company code 304406236, registered in the Register of Legal Entities of the Republic of Lithuania, having a head office at Mėnulių g. 11-101, Vilnius, Lithuania. We hold the electronic money institution license No. 53, dated 23-07-2019, issued by the Bank of Lithuania, who is our supervisory authority located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. You may find more information about the Bank of Lithuania at <https://www.lb.lt/en/>.

### 1. What is a Naga Pay account and card?

A Naga Pay Account is an electronic money account from which you can make and receive payments. You can use your account to make transfers to other accounts.

A Naga Pay card is a Visa debit 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 account, so before making transfers or using your card you need to make sure there are enough funds in the Naga Pay account. Monies in the Naga Pay account are not bank deposits and do not earn interest.

### 2. Who can apply for a Naga Pay account and card?

You must be at least 18 years old and an EEA resident to be issued with a Naga Pay account and card. You must provide an email address and mobile phone number to open an account so that we can communicate with you.

### 3. How can I apply for the Naga Pay account?

You can apply on our website [here](#) or you may be able to apply through our mobile app.

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 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.

### 4. 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 into your Naga Pay application.

You also need to obtain your PIN to authorise chip-and-pin transactions and ATM withdrawals. You can get your PIN through your Naga Pay account.

By activating your card you are agreeing to these Terms & Conditions. Your card must be activated within 3 months of it being issued or it may be automatically cancelled and your account may be closed.

## 5. What if I want to change my Personal Identification Number (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/#\(page:home\)](https://www.visa.com/atmlocator/#(page:home)). You can get a reminder of your PIN through the mobile app.

## 6. How do I add funds to the Naga Pay account?

You may pay into your account via your Distributor, by transfer from a bank account and any other method notified in your Naga Pay application from time to time. 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 credit card. You may only pay in funds up to your maximum account balance.

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 35). 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.

## 7. What transactions can I make?

You can make the following transactions from your Naga Pay account:

- **SEPA transactions** you can send a euro payment within the SEPA region to a person or business using their IBAN number. If the request is received after 3pm or on weekends or public holidays, the instruction will be deemed to have been received by us on the following business day. All instructions will ordinarily be available at the receiving account during the next business day. Credit transfers in euro in the Republic of Lithuania are executed on the same business day where the payment orders are received before 12pm.
- **SEPA Direct Debits** an instruction you set up with the organisation you are paying. It authorises the organisation to collect varying amounts from your account – but only if you've been given advanced notice of the amounts and dates of collection. Once you have agreed those, the money is deducted automatically.
- **Transfer to another Naga Pay account holder** you may search for an account holder using their mobile phone number, email address or username and then specify the amount of the transfer.

An account transaction is authorised by you when you access your Naga Pay account using your personal security details and submit a transaction request or where you have set up a Direct Debit instruction. You must ensure that you input the correct bank account details for any payment you request from your account.

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

- **Chip and PIN card payments** by inserting your Naga Pay 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 Naga Pay card over the contactless card reader;
- **Internet card payments** to online merchants by providing the Naga Pay 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 Naga Pay card details as requested by the merchant;
- **ATM cash withdrawals** at ATMs displaying the Visa logo by inserting your Naga Pay card at 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 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. You may have an agreement with your distributor to transfer funds from a wallet you hold directly with them to cover the value of the transaction. If the distributor is unable to transfer the funds for the transaction to your account we will be unable to authorise the transaction. 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 online account portal or app. Where a transaction is credited from the Visa system, for example, a refund to your card, you agree for the distributor to automatically transfer those funds to a wallet you directly hold with them.

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 future dated transactions. A transaction will be received as follows:

- for Naga Pay card transactions, at the time we receive the transaction instruction from the retailer or ATM operator;
- for SEPA transactions or transfers to Naga Pay account holders at the time you ask us to complete the transaction.

#### **8. 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.

You can cancel a Direct Debit or standing order mandate at any time by contacting us and you can manage cancellations online through your account. If you want to make sure that no further payments are made under a Direct Debit you should cancel three working days before the day on which the next payment is due to be made. You must also contact the originator of the Direct Debit. You cannot normally cancel a single payment which is due to be made under a continuing Direct Debit unless you dispute the amount or date of a payment advised to you in an advance notice issued under the terms of a variable Direct Debit authority. In any other circumstances the whole Direct Debit authority must be cancelled.

To withdraw your authorisation of a Visa debit card continuous payment authority, you must notify the retailer before the close 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 an Administration Fee if a transaction is revoked by you under this paragraph. Please refer to the Fees and Limits in Section 35, a full list of our fees are available on the mobile app or through our website, [here](#).

#### **9. 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 euros 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 euros, you may receive a notification from your provider showing the exchange rate used and the euro amount, along with % difference between the rate applied by the card scheme and the European Central Bank (ECB) rate.

An international card transaction fee will apply to each of these transactions. Please refer to the Fees and Limits in Section 35, a full list of our fees are available on the mobile app.

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 euros on a given date at: <https://www.visaeurope.com/making-payments/exchange-rates>

#### **10. Is there anything I can't buy with my Naga Pay card?**

You may not use your card for illegal purposes. It also cannot be used for a limited number of specified transactions. Please see our website for details.

#### **11. How can I check my Naga Pay account?**

You can check your account by accessing it securely through our mobile app . 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 your Naga Pay application, 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 in Section 35, a full list of our fees are available on the mobile app).

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.

#### **12. How long will the Naga Pay card last?**

Your card will be valid for 3 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.

#### **13. Does the Naga Pay 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 spend and the number of transactions you can perform. See the Fees and Limits table (section 35) for further details, a full list of our fees are available on the mobile app.

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 card until the negative balance is restored and charge you an Administration Fee (see the Fees and Limits Section 35, a full list of our fees are available on the mobile app, for transactions that you make using your card that results in a negative balance or increases the negative balance on your account.

#### **14. 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 on 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 safe personalised security information, 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.

#### **15. 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 on the mobile app or by contacting Customer Services.

#### **16. What if my Naga Pay 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 tell us without undue delay by calling us or logging onto your account through the mobile app or website and notifying us. Your card will be cancelled immediately and your account may be blocked. We run a dedicated line for lost or stolen cards; the number is +44 (0)333 202 3645 and 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 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.

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

We may refuse to pay a transaction or honour a Direct Debit:

- if we are concerned about 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 & 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 or SEPA.

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 Customer Services.

### **18. Can I cancel my Naga Pay 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 a Redemption Fee (the Fees and Limits in Section 35, a full list of our fees are available on the mobile app, and by contacting Customer Services. 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, or pending or any fees for use of the card or account before the card or account is cancelled or expires.

### **19. Could my Naga Pay 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 account immediately if we:

- suspect unauthorised or fraudulent use of your card or account;
- have any other security concerns; or
- need to do so to comply with the law.

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.

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

You can clear the balance on your account through spending, ATM withdrawals, or transfers to other bank accounts in Euros. See the Fees & Limits table (section 35) for the fees that would apply.

Alternatively, you may request a refund of the funds on your account by contacting Customer Services and confirming that your card has been destroyed by cutting it up. We will transfer your funds back to you at no cost to you, 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 a Redemption Fee. Please refer to the Fees and Limits Section 35, a full list of our fees are available on the mobile app.

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 Euros. 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.

Please also refer to section 27 below for the circumstances in which we do not give you a refund.

### **21. Is money on my Naga Pay account protected like my bank account?**

The account and associated card are electronic money products and although we are supervised by the Bank of Lithuania, it is not covered by the Deposit Insurance System 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.

### **22. 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 Customer Services 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 consumers disputes resolutions institution – the Bank of Lithuania, (<https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>) by filing out a free-form application and sending it to the Supervision Service, Žirmūnų g. 151, LT-09128 Vilnius, email: [ot@lb.lt](mailto:ot@lb.lt).

### **23. What if I change my details?**

You must let us know as soon as possible if you change name, address, telephone number, mobile number or e-mail address. If we contact you in relation to your account we will use the most recent contact details you have provided to us. Any e-mail 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 told us.

### **24. 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 available on the mobile app and at our website [here](#). You may withdraw your consent to the processing of this data by closing your account

### **25. Will these Terms & Conditions ever change?**

We may change these Terms & Conditions by notifying you by e-mail 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 Redemption Fee.

An up-to-date version of the account Terms & Conditions, as well as any notices of future changes will always be available via our website [here](#). You should check our website and your Naga Pay application regularly for such notices and changes.

### **26. When may use of the Naga Pay 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 (a) to use your card to pay for purchases or obtain cash from ATMs and/or (b) to obtain information about the funds available in your account and/or about your recent transactions.

In addition, like 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 & Conditions.

### **27. 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.

### **28. When can I be charged (other than the fees in section 35)?**

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 & 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 & 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 an Administration Fee 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.

### **29. 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 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.

### **30. 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 & Conditions to any other person without our prior written consent. We may assign the benefit and burden of these Terms & 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.

### **31. Governing law**

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

These terms and conditions and all communications will be available and provided for in English.

You have the right to request the Lithuanian version of these general terms and conditions at any time and we shall make them available to you on request.

### **32. What are the different plans that Naga Pay provides?**

Naga Pay provides 2 plans to its customers. The Basic Account Plan which is free and the Premium Account Plan which costs EURO 4,99 monthly or €59.99 annually. The different fees relating to these plans are set out in section 35.

### **33. How do I pay for my Premium Plan?**

You can pay your subscription fee in monthly instalments or pay the full subscription once a year. When you choose to be a Premium Plan user, we may ask you to pay the subscription from a card you've registered with us (your stored card). We will take the subscription from that stored card while you remain a Premium Plan user.

If we can't take payment from your stored card for any reason (for example, because it has expired), we will ask you to register another card which will become your new stored card. If you don't do this within seven days, we'll take the subscription from your account. Unfortunately, if you do not pay the subscription within 30 days of it becoming due, we may cancel your subscription and return your account to a basic account plan.

### **34. Downgrading from Premium to Basic Plan**

You can end your Premium Plan subscription at any time (downgrade). However, you may have to pay a fee of EURO 15. You'll still be able to benefit from the services you get for your subscription until the end of the month you have paid a subscription for. After then, you'll become a Basic Plan user.

It's easy to end or downgrade your subscription. If you'd like to cancel your subscription, you can let us know through the Naga Pay app or by writing to us at 7 Ariadnis Street, Mouttagiaka, 4531 Limassol, Cyprus.

The fees for ending or downgrading your subscription are set out below.

If you downgrade within 14 days

If you pay your subscription in monthly instalments, we'll give you a full refund of your subscription. If we sent a Premium Plan Card to you, we'll charge you the delivery fee, and may deactivate the card.

If you pay the subscription once a year, we'll give you a full refund of your subscription. If we sent a Premium Plan Card to you, we'll charge you the delivery fee, and may deactivate the card.

If you downgrade after 14 days but within 10 months

If you pay your subscription in monthly instalments, you will not receive a refund and you'll have to pay the subscription for the month in which you tell us you'd like to end or downgrade your subscription. We'll also charge a break fee equal to two months' subscription.

If you pay the full subscription once a year, you will not receive a refund for the full year's subscription you have paid, however you will not be charged a break fee.

If you downgrade after more than 10 months

If you pay your subscription in monthly instalments, you'll have to pay the subscription for the month in which you tell us you'd like to end or downgrade your subscription, however you will not be charged a break fee.

If you pay the full subscription once a year, you will not receive a refund for the full year's subscription you paid, however you will not be charged a break fee.

**35. What are the fees and limits?**

**Naga Pay Fees**

NAGA Pay fees depends on your Account Plan.

We offer the following six (6) plans:

- Basic Account;
- Premium Account Monthly
- Premium Account Annually
- Premium - Gold Trader

Full analysis of our fees and limits can be found below and in our mobile app.

We reserve the right to amend our Fees and Limits with a prior notice of 2 months.

Each of the above plans maintain the following limits:

LIMITS	Value				Comments
	Basic Account	Premium Pay Monthly	Premium Pay Annually	Premium Gold Trader+	
Maximum daily pay-in	€12,000	€12,000	€12,000	€12,000	
Total daily ATM withdrawal limit	€300	€500	€500	€500	
Total weekly ATM withdrawal limit	€600	€1,000	€1,000	€1,000	
Total monthly ATM withdrawal limit	€1200	€2,000	€2,000	€2,000	
Total annual ATM withdrawal limit	€9,600	€15,000	€15,000	€15,000	
Total daily POS & ecommerce withdrawal limit	€7,500	€7,500	€7,500	€7,500	
Total weekly POS & ecommerce withdrawal limit	€24,000	€24,000	€24,000	€24,000	
Total monthly POS & ecommerce withdrawal limit	€48,000	€48,000	€48,000	€48,000	
Total annual POS & ecommerce withdrawal limit	€96,000	€96,000	€96,000	€96,000	



LIMITS	Value				Comments
	Basic Account	Premium Pay Monthly	Premium Pay Annually	Premium Gold Trader+	
Total Daily Card Transaction Spend Limit	€8,000	€8,000	€8,000	€8,000	
Daily SEPA transfer limit	€12,000	€12,000	€12,000	€12,000	
Maximum balance	€30,000	€30,000	€30,000	€30,000	
Expiry	36 months	36 months	36 months	36 months	The card is valid for 36 months

Notes to fees and limits:

\* some ATM providers may charge an additional fee and should advise you before you confirm the transaction.

Each of the above plans includes the following fees:

Fees and Charges	Value			
	Basic Account	Premium Pay Monthly	Premium Pay Annually	Premium Gold Trader+
Card issuance fee	Free	Free	Free	Free
Card delivery fee	€9.99	Free	Free	Free
Card activation fee	Free	Free	Free	Free
Re-issuance of a lost/stolen card	€10.00	€10.00	€10.00	€10.00
Monthly Service Fee	Free	€5.99	-	Free
Yearly Service	Free	-	€59.99 / Year	-
Transfers to and from other users	Free	Free	Free	Free
Incoming SEPA Payment	Free	Free	Free	Free
Outgoing SEPA Payment	Free	Free	Free	Free
Top Up Fee	Free	Free	Free	Free
POS Transaction, SEPA region, EUR	Free	Free	Free	Free
POS Transaction, SEPA region, non-EUR	0.57€ + 1%	0.57€ + 1%	0.57€ + 1%	0.57€ + 1%
POS Transaction, International	0.00€ + 2%	0.00€ + 2%	0.00€ + 2%	0.00€ + 2%
POS Decline, SEPA Region	Free	Free	Free	Free
POS Decline, International	Free	Free	Free	Free
ATM withdrawal at VISA ATM	1 withdrawal free, 2% onwards	3 withdrawals free, 2% onwards	3 withdrawals free, 2% onwards	3 withdrawals free, 2% onwards
ATM withdrawal at VISA ATM (non-EU)	1 withdrawal free, 2% onwards	1 withdrawal free, 2% onwards	1 withdrawal free, 2% onwards	1 withdrawal free, 2% onwards
ATM International	1 withdrawal free, 2% onwards	1 withdrawal free, 2% onwards	1 withdrawal free, 2% onwards	1 withdrawal free, 2% onwards
Decline ATM (DOM)	€0.23	Free	Free	Free
Decline ATM (EUR)	€0.35	Free	Free	Free
Decline ATM (INT)	€0.63	Free	Free	Free
ATM Balance Enquiry (DOM)	€0.23	Free	Free	Free

Effective from November 2022

Fees and Charges	Value			
	Basic Account	Premium Pay Monthly	Premium Pay Annually	Premium Gold Trader+
ATM Balance Enquiry (EUR & INT)	€0.35	Free	Free	Free
Change PIN at ATM	€0.98	Free	Free	Free
SMS Notifications	Free	Free	Free	Free
Refund fee on account closure	€3.45	€3.45	€3.45	€3.45
Administration / payment operations support	€23.00	€23.00	€23.00	€23.00
Postal statement (62 days)	€5.00	€5.00	€5.00	€5.00
Standing Order Set Up	Free	Free	Free	Free

Your Visa **Naga Pay card and account** is issued UAB "Finansinės paslaugos „Contis" 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 Mėnulio g. 11-101, Vilnius, Lithuania.

Please note that **Naga Pay** Visa 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 System 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 UAB "Finansinės paslaugos „Contis" becomes insolvent your funds will be protected against claims made by creditors.