

Bitpanda Card Account Terms & Conditions

These Terms & Conditions apply to your Bitpanda card account and Visa debit card issued hereunder. Please read them carefully. You can download a copy of these Terms & Conditions at any time from within your App or Account Portal.

The Bitpanda card account and Visa debit card is an e-money service provided by UAB "Finansinės paslaugos „Contis". Bitpanda GmbH may transfer funds from a Bitpanda wallet you hold directly with them to cover the value of transactions you make using your Visa debit card.

In these Terms & Conditions:

"Account Portal" means the website where you can access your Bitpanda account, services and information via this link: <https://account.bitpanda.com/login>

"App" means the mobile application where you can access your Bitpanda account, services and information via your mobile phone.

"Business Day" means any day other than a Saturday, Sunday or bank or other public holiday in England.

"Customer Services" means Bitpanda GMBH providing you with assistance and advice in relation to your products and services.

"Bitpanda" means, Bitpanda GMBH, a third party who has been appointed as the distributor to provide the account and card to you on behalf of UAB "Finansinės paslaugos „Contis".

"Solaris" means the brand name for the regulated entity UAB „Finansinės paslaugos „Contis", which is part of the Solaris Group and refers to any company within the group.

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

"We", "us" or "our" means UAB "Finansinės paslaugos „Contis" or Bitpanda acting on behalf and on the instruction of UAB "Finansinės paslaugos „Contis".

In these Terms & Conditions, "**money**" refers to e-money. When you receive a payment or add funds to your Bitpanda Account or Card, we deposit your funds in a safeguarding account, and add the equivalent value of e-money to your Bitpanda Account or Card. Funds in the safeguarding account are not used or lent to any other person by us. If you make a payment or transfer e-money from your Bitpanda Account or Card to another Bitpanda Account, we remove the e-money from your Bitpanda Account or Card(s) and add the e-money to the recipient Bitpanda Account. If you make a payment or transfer e-money to a non-Bitpanda Account, we remove the e-money from your Bitpanda Account or Card and transfer the equivalent value of funds from the safeguarding account to the recipient.

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

- **Online:** Log in to your Bitpanda Account Portal at www.bitpanda.com and send us a message;
- **Mobile App:** click on Contact Us in your Bitpanda App and send us a message; or
- **Post:** Stella-Klein-Löw Weg 17, 1020 Vienna, Austria

Your Bitpanda 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 Gedimino pr. 20, LT-01103, 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 Bitpanda account and card?

A Bitpanda card is a Visa debit card that can be used worldwide wherever Visa is accepted. It can be used online, in shops, over the telephone or to withdraw cash from an ATM. You can only spend money that you have paid into your account, so before using your card you need to make sure there are enough funds in the Bitpanda

account. Monies in the Bitpanda account are not bank deposits and do not earn interest.

2. Who can apply for a Bitpanda account and card?

You must be at least 18 years old and an EEA resident to be issued with a Bitpanda 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. Can I order an extra Bitpanda card on my account for someone else?

No, it is currently not possible to order an extra card for someone else. Setting up a Bitpanda Account is easy and free. For further information please refer to www.bitpanda.com.

4. How can I apply for the Bitpanda account?

You can apply on the Bitpanda website (www.bitpanda.com) or through the App.

Before Solaris can open an account for you and issue you with a card, Solaris require evidence of your identity and may require evidence of your residential address. You may need to provide Bitpanda 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.

5. How do I get started?

By logging into your Bitpanda Account, you are agreeing to these Terms & Conditions.

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

You will then need to activate your card. You can do this by following the activation steps provided on the card carrier.

You also need to obtain your PIN to authorise chip-and-pin transactions and ATM withdrawals. You can get your PIN by calling Customer Services when you activate your card, through your online account or app.

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

6. 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>. You can get a reminder of your PIN through your App, or Account Portal.

7. How do I add funds to the Bitpanda account?

You may pay into your account via the Bitpanda App or Account Portal, transfers from a card or merchant and any other method notified in your App or Account Portal from time to time. The time taken to credit funds to your account will depend on the method of deposit used. When the payment institution sending the transfer has been credited to Solaris, these funds will be applied to your Bitpanda Account on the same Business Day. You should not pay into your account by a balance transfer from a credit card.

You may only pay in funds up to your maximum account balance, see the Fees and Limits table (section 32). If you send funds to your account above your maximum balance these funds may be held in review and then returned to the sending payment institution.

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 32). We may also apply additional incoming transfers limits for the purpose of preventing financial crime. We reserve the right to refuse to accept any payment if we suspect any fraudulent or financial crime activity.

As soon as we receive the funds that you have paid in, they will be on your Bitpanda card 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 there is a requirement to confirm the transaction with the institution sending the payment. We may also delay or suspend funds reaching your account if we suspect any fraudulent or financial crime activity.

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.

You are responsible for ensuring there are enough funds in your available balance for us to authorise your transactions.

8. What transactions can I make?

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

- **Chip and PIN card payments** by inserting your Bitpanda 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 tapping the Bitpanda card over the contactless card reader and inputting your PIN, where requested;
- **Internet card payments** to online merchants by providing the Bitpanda 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 Bitpanda card details as requested by the merchant;
- **ATM cash withdrawals** at ATMs displaying the Visa logo, by inserting or tapping your Bitpanda 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 tapping your mobile phone over the contactless card reader or checking the e-wallet option online. To activate this product, you will sign up to additional terms and conditions as part of this process. 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. Note that some ATM providers may charge an additional fee and should advise you before you confirm the transaction.

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 Solaris will deduct the value of your transaction from the available balance on your account. You may have an agreement with Bitpanda to transfer funds from a Bitpanda wallet you hold directly with them to cover the value of the transaction. If Bitpanda is unable to transfer the funds for the transaction to your account, Solaris will be unable to authorise the transaction. Fees are listed in the Fees and Limits table (section 32) and 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 fees, will be available to view on your App or Account Portal. Where a transaction is credited from the Visa system, for example, a refund to your card, you agree for Bitpanda to automatically transfer those funds to a Bitpanda wallet you directly hold with them.

Once we have received a settlement request for a transaction we will transfer funds to the retailer within 3 days. A transaction will be received as follows:

- for Bitpanda card transactions, at the time 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. 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 on which the transaction will occur.

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, see the Fees and Limits table (section 32).

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

Your card is denominated in Euros. 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 will receive a notification showing the exchange rate used and the euro amount, along with the 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 (see the Fees and Limits table (section 32)).

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 and how that compares to the European Central Bank Rates at: <https://www.visaeurope.com/making-payments/exchange-rates>.

11. Is there anything I can't buy with my Bitpanda card?

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

12. How can I check my Bitpanda account?

You can check your account by accessing it securely through your App or Account Portal. 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 fees for the transaction;

- the exchange rate used in the payment transaction (where applicable);
- the difference between the exchange rate applied and the European Central Bank rates if used within a European country that does not use euros; and
- the date the transaction is authorised or posted on to the account.

This information is accessible at all times via your App or Account Portal, is available free of charge, and can be stored and reproduced as necessary. 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 Bitpanda 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.

14. Does the Bitpanda account and card have spending limits?

You can only spend the money that is paid into your account. Limits also apply to ATM withdrawals, and other limits may be applied to the amount of spend and the number of transactions you can perform for the purpose of preventing financial crime. We reserve the right to refuse transactions if we suspect any fraudulent or financial crime activity. See the Fees and Limits table (section 32) and your App or Account Portal for further details.

You may contact Customer Services to enquire about other products, should the limits on your account not be suitable.

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

Solaris may collect this shortfall from any account you have with Solaris or Bitpanda and from any funds which you subsequently pay into such account(s). We may suspend your account and card until the negative balance is restored and charge you an Administration Fee, see the Fees and Limits table (section 32) for transactions that

you make that results in a negative balance or increases the negative balance on your account.

15. What if I have been overcharged or charged for transactions I didn't make or have a dispute about a transaction?

If you dispute a transaction that has been processed on your account, 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, including your account and card details, not disclosed your PIN or security information to anyone else and not acted fraudulently, with intent to disclose Security Credentials or with gross negligence, we will:

1. refund the amount of the unauthorised payment to you; and
2. restore the debited payment account to the state it would have been in had the unauthorised payment not taken place.

The refunded amount or restored balance will be completed as soon practicable and, in any event, no later than the end of the Business Day following the day on which it becomes aware of the unauthorised transaction.

Beyond this, we will have no further liability to you in respect of such unauthorised transactions.

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 account 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 the date on which the funds were debited from your account.

16. What about security?

You must keep your account, 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 App or Account Portal or by contacting Customer Services.

17. What if my Bitpanda 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 Customer Services without undue delay by telephone or logging onto your App or Account Portal. Your card will be cancelled immediately, and your account may be blocked. Solaris 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 Customer Services 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 account, card, security information or PIN secure or by failing to notify Customer Services without delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the card or account), then Solaris 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 with intent or with gross negligence, your maximum loss or liability to us for any unauthorised transaction will be limited to 50 euros 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 Customer Services receives 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 & 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.

If we refuse a transaction, we will tell you why immediately by contacting you through the email you have provided or via the App or Account Portal, if we can, unless it

would be unlawful for us to do so. You may correct any information Solaris holds and which may have caused the refusal of a transaction by contacting Customer Services.

19. Can I cancel my Bitpanda 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 account and card any time after the 14-day period subject to a Redemption Fee (the Fees and Limits table (section 32) by contacting Customer Services. You should 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 account before the card account is cancelled or the card expires.

20. Could my Bitpanda account be cancelled?

Solaris may cancel your account and this agreement for any reason by giving you at least 60 days' notice. You should ensure any remaining funds on your Bitpanda Account or Card are spent or withdrawn within this notice period. Reasons for cancellation may include:

- if this agreement expires;
- if your card expires and is not replaced;
- 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;
- if we suspect unauthorised or fraudulent use of your card or account;
- if we have any other security concerns; or
- if you fail to pay fees or charges that you have incurred or fail to pay back any negative balance on your card.

Solaris may also cancel your account immediately if we 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 the circumstances where funds may be returned, you must tell us what you want us to do with any unused funds, see section 21 for further details.

Where Solaris deem the funds to be derived from the proceeds of crime, the funds may be moved out of the account without your additional authorisation.

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

You can clear the balance on your account through spending, ATM withdrawals. See the Fees & Limits table (section 32) 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 (see the Fees and Limits table (section 32)).

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 payment account of your choice in Euros. We reserve the right to see proof of your ownership of the payment account before transferring funds to it. To enable Solaris to comply with its 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 28 below for the circumstances in which we do not give you a refund.

22. Is money on my Bitpanda account protected like my bank account?

The account and associated card are electronic money products and although it is a product regulated 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. Solaris will however ensure that any funds received by you are held in a segregated account so that should Solaris become insolvent your funds will be protected against claims made by its 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 Customer Services so that an investigation into the circumstances can be conducted. Any complaints you have will be dealt with quickly and fairly.

Customer Services will address all points of the complaint in writing by post or a downloadable letter attached to an email. A response will be provided within 15 Business Days upon receiving the complaint. If a full response cannot be provided within these timeframes, due to exceptional circumstances, a holding reply will be sent which shall detail the reason for the delay, with a full response within 35 Business Days.

If your complaint is not resolved to your satisfaction you may apply to the consumer disputes resolutions institution – the Bank of Lithuania, (<https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>) by filling out a free-form application and sending it by post to the Legal and Licensing Department, Žalgirio g. 90, LT-09303 Vilnius or by email: prieziura@lb.lt.

24. What if I change my details?

You must let Customer Services know as soon as possible if you change name, address, telephone number, mobile 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 told us.

25. What will happen to my personal information?

Solaris is the controller of your personal data which is used in order to open, administer and run your account and provide payment services to you. By agreeing to these Terms and Conditions you hereby consent to Solaris 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 Solaris will process your personal data, please view our Privacy Policy at <https://www.bitpanda.com/en/legal/contis-privacy-policy>. You may withdraw your consent to the processing of this data by closing your account and cancelling your card.

26. Will these Terms & Conditions ever change?

Solaris may change these Terms & Conditions by notifying you by email or other agreed means at least 60 days' notice before the change is due to happen. Where the change is not detrimental to you it will take effect immediately. Solaris will assume that you agree with the change. If you do not agree with the change, you must tell Customer Services before the change happens and your account will be cancelled immediately. If you cancel your account in this way, then any balance on the account will be returned 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 the Bitpanda website, App or Account Portal.

You should check the Bitpanda website, App or Account Portal regularly for such notices and changes.

27. When may use of the Bitpanda 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 make a payment transaction or access your Bitpanda account, services and information.

In addition, like other payment accounts and 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.

28. What is Solaris' responsibility?

If Solaris incorrectly deducts funds from your account, they will be refunded. If Solaris subsequently establishes that the refunded amount you claimed was incorrect had in fact been correctly deducted, your available balance may be deducted, and you may be charged 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 Customer Services 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 Solaris will be liable. Solaris 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, consequential, indirect, exemplary, punitive, special, incidental or reliance 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 Bitpanda Account and/or Card, App or Account Portal or the use of your Bitpanda Account and/or Card 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 account or card; and
- any abnormal and unforeseeable circumstances beyond our control, however so caused and permitted under applicable law.

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 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 32)?

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 account details, card, or PIN secure or by failing to notify us without delay after your account or card is lost, stolen, or after your account has been used by someone else or where your account has been compromised.

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

If you have used your card and account in accordance with these Terms & Conditions, your maximum liability for any unauthorised transaction resulting from a failure to keep your personalised security features safe or the use of a lost or stolen card before you notify Customer Services will be 50 euros.

At our discretion, you will be charged 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.

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. Solaris may assign the benefit and burden of these Terms & Conditions to any other person at any time on giving you 60 days prior notice of this. If Solaris does this, your rights will not be affected.

31. Governing law

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 terms and conditions at any time and Customer Services shall make them available to you on request.

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.

32. What are the fees and limits?

Bitpanda Fees

For any fees and limits please refer to <https://www.bitpanda.com/en/card>. * some ATM providers may charge an additional fee and should advise you before you confirm the transaction.

Your Visa Bitpanda card and account is issued by 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 Gedimino pr. 20, LT-01103 Vilnius, Lithuania. Please note that Bitpanda 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.