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Valid from: August 1, 2023

## **Visa Payment Card Account Terms and Conditions for Private Clients**

These Terms and Conditions apply to Your Visa Private payment card account and Visa payment card. Please read them carefully. You can download a copy of these Terms and Conditions at any time from within your online account portal by logging in via the [bank.paysera.com](http://bank.paysera.com) website.

Definitions used in these Terms and Conditions:

"Distributor" – third party "Paysera LT", UAB. Visa payment card distributor, providing You with electronic access to your Visa payment card account. The Paysera logo/brand on the Visa payment card is used for marketing purposes only.

"You" – the account holder who is an authorised user of a Visa payment card account and Visa payment card, as well as the holder of an additional card.

"We", "us", or "our" means "Finansinės paslaugos "Contis", UAB, which provides You with electronic money services – Visa payment card account and Visa payment card. The Visa payment card account is opened and the funds therein are held by "Finansinės paslaugos

"Contis". The Distributor may transfer funds from Your Paysera account to cover transactions you make with your Visa payment card.

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

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

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

## **1. What is a Visa payment card account and card for private clients?**

A Visa payment card account for private clients is an electronic money account from which You can make and receive payments.

A Visa payment card for private clients is a Visa payment card that can be used worldwide wherever Visa cards are accepted. It can be used to pay for goods and services online, in shops, over the phone, and to withdraw cash from ATMs.

A Visa payment card for private clients can only be used to pay with money deposited in advance, so make sure You have a sufficient balance on Your Visa payment card account for private clients before you make any transfers or pay with Your card. Funds held in a Visa payment card account for private clients are not bank deposits and do not earn interest.

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

## **a card for private clients?**

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

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

You can order an additional Visa payment card for private clients for an additional cardholder, but You may be subject to a fee as indicated in the table of fees and limits (Section 33). The additional cardholder must be at least 14 years old. By ordering a additional card for another person, You give your consent for us to issue the card to that person and for the additional cardholder to authorise transactions on your behalf. The additional cardholder has access to the funds on the Visa payment card and is subject to the same limits.

You agree to take responsibility for all transactions made by the holder of the additional Visa payment card, the use of the additional card, and any fees that may apply to the additional card holder.

## **4. How can I open a Visa payment card account for private clients?**

You can apply for a Visa payment card account via [bank.paysera.com](https://bank.paysera.com) or the Distributor's mobile app.

The Distributor will ask You to confirm your identity and may also ask You to confirm Your place of residence before opening an account and issuing a Visa payment card. You may be required to provide the Distributor with documents to prove Your identity, such as your passport, driving licence, national identity document, utility bills, bank statements, and other documents. The Distributor will also need to carry out checks on You electronically.

When ordering a Visa payment card(s), You must have sufficient funds

in your Paysera account to cover the card issuance, delivery, and one month of administration fees. If the balance in your Paysera account is insufficient, You will not be able to order the card(s).

Visa payment card issuance and delivery fees are automatically charged at the time of ordering and the monthly card maintenance fee is charged at the time of card activation.

The Visa payment card shall be delivered to You by post to the address You specify within 60 (sixty) days of your order. If you do not receive your Visa card within one calendar month, You must notify the Distributor.

If it is determined that You did not receive Your Visa card through no fault of your own, the card You were sent will be permanently blocked and a new card will be made and sent free of charge to You. If You do not receive a second card, You will be able to collect the new card from the Distributor's Customer Service Centre.

## **5. How to activate my Visa card?**

When you receive Your new Visa card, You must sign the signature strip on the back of the card.

You must then activate Your Visa card. You can do this by logging into Your Visa card account at the address [bank.paysera.com](https://bank.paysera.com) or via the Distributor's mobile app.

You must also obtain a PIN code to make payments and withdraw cash at ATMs. You will find out Your PIN code when You activate your card on the Distributor's website or on the mobile app in the card management section.

By activating your card, You agree to these Terms and Conditions. All the provisions of the Paysera General Payment Services Agreement for Private Clients and the Supplement "Payment Instruments" also apply to You.

Your Visa payment card must be activated within 3 months of its issue or it will be automatically blocked and Your account may be closed.

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

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

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

You can change your PIN at ATMs that offer this service, see <https://www.visa.com/atmlocator> for a list of ATMs that offer this service. You can receive a PIN reminder in Your account on the Distributor's website at <bank.paysera.com>.

## **7. How to top up my Visa payment card account?**

You can transfer funds to your Visa payment card account by logging into Your account at <bank.paysera.com>.

The time taken to credit funds to Your Visa payment card 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.

A fee may apply for payments into Your account, please refer to the Fees and Limits table (Section 33). Certain minimum and maximum limits and usage requirements apply to Your account and card; such limits and requirements are detailed in the Fees and Limits table (Section 33). We reserve the right to refuse to make a payment to Your account if we suspect that it may be related to illegal activities or in other exceptional circumstances.

As soon as we receive the funds that You have paid in, they will be on Your Visa payment 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 we need to confirm the transaction with the sending bank.

If an overpayment has been made to Your account in error, we or, at our request, the Distributor shall be entitled to debit the overpayment from Your account.

## **8. What transactions can I make?**

You can use Your Visa payment card for private clients to authorise the following transactions to merchants that accept Your Visa payment

card:

- **Chip and PIN card payments** – by inserting a Visa payment card for private clients into a terminal and entering the PIN;
- **Magnetic stripe card payments** to any merchant that cannot accept chip and PIN cards by signing the sales voucher;
- **Contactless card payments** by placing a Visa payment card for private clients near a contactless card reader;
- **Online card payments in online shops** by providing the details of the Visa payment card for private clients and any other security details, such as Your security code login details, requested by the online shop;
- **Card payments by post or phone** at the merchant's request by providing the details of a Visa payment card for private clients
- **Cash withdrawals at ATMs** by inserting a Visa payment card for private clients into an ATM with the Visa logo, entering the PIN code, and following the ATM's instructions;
- **E-wallet payments** by adding Your card to the Samsung Pay, Google Pay, or Apple Pay (when available) wallets in Your mobile phone and placing your mobile phone next to the contactless card reader or checking the e-wallet option online. You authorise the e-wallet transaction using Your mobile phone security protocol which may include biometric information such as fingerprint or face ID on Your mobile phone.

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

You may also be asked to enter a one-time confirmation code or other security information, including, if available and if You choose this method of identification, biometric information to confirm a transaction or to make changes to Your account. One-time confirmation codes will be sent to the mobile phone number registered in Your account.

Once Your transaction has been confirmed, we will deduct the amount of Your transaction from the funds in Your Visa payment card account. Fees may be deducted at the time of transaction confirmation or after the transaction has been confirmed through the Visa system. You can view a detailed statement of each transaction, including fees, in Your account at [bank.paysera.com](https://bank.paysera.com) or on the Distributor's mobile app.

Once the transaction has been confirmed, the funds will be transferred to the merchant within 3 days and to the bank or financial institution



on the day the confirmation was received or on the later transaction payment date specified by You. Transaction funds for card transactions will be credited when the merchant or ATM operator provides us with instructions for the transaction.

## **9. Can I cancel a transaction?**

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

To withdraw Your permanent authorisation of a Visa card payment for private clients, You must notify the merchant before the end of the business day preceding the day on which the transaction was due to take place and, if necessary, provide a copy of the notification to the Distributor.

If You cancel a transaction in accordance with the procedures described in this section, we or, at our request, the Distributor may apply a Cancellation fee (see table "Fees and Limits" (Section 33))

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

The main currency of Your Visa payment card is euro. If You make a payment or withdraw cash from an ATM in any other currency, we will convert the amount of the transaction into euro at the exchange rate set by Visa on the day the transaction is processed. The transaction processing date does not have to be the same day as the transaction date.

If You use Your card whose primary currency is euro to pay in a European country whose national currency is not euro, Your service provider may indicate the applicable exchange rate and the amount in euro, as well as the percentage difference between the card system's rate and the European Central Bank's (ECB) rate

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

When adding funds to the Visa payment card account for private clients in a currency other than euro, the amount shall be automatically converted according to the Distributor's exchange rate

in force at the time, which is regularly updated and published on the [Distributor's website](#).

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

## **11. Is there anything I cannot buy with my Visa payment card for private clients?**

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

## **12. How to check the account balance of a Visa payment card for private clients?**

You can securely check Your Visa payment card account balance by logging into Your account on the [Distributor's website](#). Your statement will show:

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

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

In addition, You may be asked to enter a one-time confirmation code or other security information, including, if available and if You choose this method of identification, biometric information to access Your account. One-time confirmation codes will be sent to the mobile phone number registered in Your account.

## **13. How long is the Visa payment card for private clients valid for?**



Your Visa payment card for private clients is valid for 4 years. After the expiry date, You will no longer be able to use the card. If Your card is cancelled or expires, this contract will be terminated and not renewed.

Upon expiry of the card(s), a new card(s) will be issued automatically (provided that payment transactions have been made with the card and/or through the Paysera Account within 90 days prior to the expiry date), by sending the card(s) to the address You have indicated in the [Distributor's system](#).

If You wish Your new Visa payment card(s) to be delivered to a different address, You must indicate this in Your account in the Distributor's system at least 30 days prior to the expiry date of the card(s) in accordance with the instructions in the Distributor's system.

The issuance and delivery of the new card(s) is subject to [standard fees](#), which are automatically deducted from Your Paysera account at the time of the renewal of the card or from the account of Your Visa payment card.

## **14. Are there spending limits applicable to the Visa payment card and account for private clients?**

You can spend up to the amount available on Your Visa payment card for private clients. Limits also apply to cash withdrawals from ATMs. Other limits may apply to the amount of spending and the number of transactions You can make. For more details, see the table "Fees and limits" (Section 33) and your account.

If, for any reason, a transaction is made with an insufficient balance on Your Visa payment card for private clients, You will be obliged to reimburse us the missing amount, unless this is due to an error on the part of the merchant to whom You made the payment

We or, at our request, the Distributor may deduct the missing amount from any card You have linked to us or from funds in Your Paysera Account.

The missing amount may be deducted from the funds You later transfer to Your Visa payment card account for private clients. We may suspend the use of the cards until the outstanding amount is paid.

## **15. What to do if my account has been debited with**

## **more money than it should have been or a commission fee has been charged for transactions I don't recognise?**

If you decide to dispute a transaction that has been made with Your card, You should first contact the merchant, as this may be the quickest way to resolve the problem. If You are unable to resolve the dispute with the merchant, or if the dispute arises from any other transaction on Your Account, You should contact the Distributor immediately, but at the latest within 13 months from the date on which You became aware of the unauthorised or improperly executed payment transaction.

When You inform the Distributor that You have not authorised a payment in accordance with these Terms and Conditions, that You have taken all reasonable steps to protect Your personal security information, that Your Card is stored securely, that You have not disclosed Your PIN or security details to anyone, and that You have not committed any illegal acts, the Distributor shall, on our request:

- (a) refund You the amount of the unauthorised payment; and
- (b) restore the account balance to the state it would have been in if the unauthorised payment had not been made.

Apart from these obligations, we and our Distributor will have no other liability to You. In cases where the recipient details provided by You are incorrect, we will not be liable for the non-execution or improper execution of the payment transaction, but we will try our best to recover the funds from the payment transaction and our Distributor will notify You of the result.

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

- the transaction has not been authorised in accordance with these Terms and Conditions and You have contacted the Distributor no later than 13 months from the date on which You became aware of the unauthorised or improperly executed payment transaction;
- we are responsible for any transaction that is not executed or not executed properly. In such circumstances, we will refund to You the amount of the payment transaction that has not been executed or has been incorrectly executed and the Distributor will restore the balance of the payment account to the state it

would have been in if the incorrect payment transaction had not been executed. We will also refund to You: a) any direct commission for which You are liable; and b) any interest You are liable to pay as a result of the non-executed or improperly executed payment transaction; or

- the exact amount was not specified at the time of authorisation of the pre-approved transaction and the amount charged is higher than could reasonably be expected given the card's previous spending patterns and the circumstances of the transaction. We will refund the full amount of the payment transaction or provide reasons for refusing to refund the amount of the payment transaction. We will refund or provide reasons for refusing a refund within 10 working days of receipt of the refund request or, if applicable, within 10 working days of receipt of the additional information requested. In these circumstances, a refund claim will not be accepted if the amount of the transaction was provided for at least 4 weeks before the date of the transaction, or if the claim is made more than 8 weeks after the amount was deducted from your account.

## **16. What about security?**

You must keep your card and login details safe, not disclose them to others and not allow anyone else to use them. You must protect Your security details at all times: never disclose Your PIN or security details to anyone and do not keep Your PIN information with Your card, make sure that the phone, computer, and tablet You use to access Your Visa payment card account have legal and up-to-date software and antivirus software is kept up-to-date, only use Your Visa payment card to make payments on trustworthy websites, and always keep track of the balance of Your Visa payment card account. If You suspect that Your PIN or security details have been or may be accessed by third parties, please notify the Distributor's Customer Service centre immediately. Security details include the username and password used to log in to Your account, or any other website where Your card or account information is stored.

## **17. What if my Visa payment card for private clients has been lost or stolen, or if my account information has been disclosed to others?**

If Your Visa payment card for private clients has been lost or stolen, or if You suspect that another person may have accessed Your PIN or

security data or accessed Your account without Your authorisation, You must immediately notify the Distributor by calling the Distributor's Customer Service centre from the phone number linked to Your Paysera account or by logging in to Your account on the Distributor's website or the mobile application. Charges for calls will be based on standard national rates. The use of Your card will be suspended immediately and Your Visa payment card account will be blocked. If You report Your card as lost and it is later found, You can no longer use Your card. Cut the card in half through the signature field, the magnetic stripe, and the chip.

Upon Your request to the Distributor to do so, and upon Your provision of information and other requested actions, we or, at our request, the Distributor, will investigate any disputed transactions and any misuse of Your card or account.

If the investigation reveals that You authorized the disputed transaction or acted dishonestly or with serious negligence (e.g. by failing to protect Your card, security details, or PIN, or by failing to notify the Distributor immediately after becoming aware of the loss, theft or unauthorized use of Your card or account), the amount of the transaction will not be refunded to You, and You will be fully liable for all losses incurred as a result of the unauthorized use of Your card or account.

If the investigation reveals that You have not acted fraudulently or with serious negligence, Your maximum loss or liability to us and our Distributor for any unauthorised transaction will be limited to an amount of 50 EUR and we or, at our request, the Distributor will refund the transaction money to You as soon as possible, but no later than the end of the next Business Day following the day on which we received Your notification.

## **18. Can you block the operation without my consent?**

We may, at our discretion or at the request of the Distributor, refuse to execute a transaction in the following cases:

- 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 Visa payment card account at the time of a transaction to cover the amount of the transaction and any applicable fees;

- if there is negative balance on Your account;
- if we have reasonable grounds to believe that You are not using the card or account in accordance with these Terms and Conditions;
- if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- because of errors, failures (whether mechanical or otherwise) or refusal to process a transaction by merchants, payment processors, or payment schemes such as Visa

If the transaction is declined, the Distributor will notify You immediately and inform You of the reasons, unless the applicable law requires that the reason for declining the transaction is not disclosed. You may correct any information in our possession that may have caused us to reject a transaction by contacting the Distributor's [Client Support](#).

Visa payment card may also be permanently blocked and suspended if You enter an incorrect PIN 3 (three) times in a row at an ATM or point of sale.

We or, at our request, the Distributor may temporarily suspend the use of the card for important reasons (upgrade or maintenance work, software change, etc.).

## **19. Can I cancel my Visa payment card account and card for private clients?**

You have the right to cancel Your Visa payment card account and card within 14 days from the date of account opening without any penalty. In this case, the Distributor will refund the card issuance fees paid by You. If the Distributor incurs costs in ordering the card on Your behalf, the Distributor shall be entitled to deduct a card cancellation fee from Your account. You may also cancel Your card after a period of 14 days by contacting the Distributor's [Customer Service centre](#), via the mobile app or the website, in which case the fees set out in the "Fees and limits" table (Section 33) will apply. If You cancel the card, You must cut the card in half through the signature field, the magnetic stripe, and the chip.

All fees and charges will be apportioned up until the time of the termination of the contract, and any fees and charges paid in advance will be reimbursed proportionally. You will not be entitled to a refund

of money you have already spent on transactions authorised, pending, or any fees for use of the card or account before the card or account is cancelled or expires.

## **20. Could my Visa payment card account for private clients be cancelled?**

We or, at our request, the Distributor may cancel Your account and terminate this Agreement by giving You at least two months' notice. Possible reasons for cancellation:

- 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 or, at our request, the Distributor may also immediately cancel Your Card or block Your Visa payment card account if:

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

We or, at our request, the Distributor may also restrict access to Your card and/or account if we believe that these may be used for money laundering or terrorist financing, fraud, or other criminal purposes. If we are required to take this action, we will provide an explanation (where possible) as to why such action must be taken, unless otherwise required by law.

In such circumstances, You must inform the Distributor of the next steps to be taken in respect of the account balance. You must do so within 3 months of the date of receipt of our closure notice.

## **21. Can I get back the funds I transferred to my account?**



You can empty your account by paying with the funds in it, withdrawing your balance from an ATM or transferring money to another account. Please see the table "Fees and limits" (Section 33) for applicable fees.

Alternatively, You can contact the Distributor's Customer Service and request a refund of the funds in Your account, informing them that Your card has been destroyed by cutting. We will authorise the Distributor to transfer the funds in Your Account free of charge, unless:

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

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

Funds in Your Account will not be refunded if You make a request for refund more than six years after the date of termination or expiry of this Agreement.

All funds will be refunded in euro to the bank account of Your choice. We and our Distributor reserve the right to require You to provide proof that the bank account belongs to You before transferring funds to the account. In order to comply with our legal obligations, our Distributor may ask You to provide certain information, such as personal identification documents, prior to fulfilling Your refund request. If it is not possible to make a refund to the account You have specified for reasons beyond our and our Distributor's control, You will be notified immediately. The Distributor will then ask You to provide an alternative account or to provide additional information required to make the refund (execute a payment).

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

**22. Is the money in my Visa payment card account for**

## **private clients as protected as in my bank account?**

The account and the card linked to it are electronic money products and, although our activities are supervised by the Bank of Lithuania, they are not covered by the Deposit Insurance Fund of the Republic of Lithuania. There is no other compensation plan in place to cover losses related to the account and the linked card. However, we assure You that all funds received by You will be held in a separate account to protect Your funds from claims by our creditors in the event of our insolvency.

## **23. How to file a complaint?**

If You are not satisfied with Your card or account, or the way it is being handled, You can contact the Distributor's Customer Service centre to resolve Your issue. All your complaints will be dealt with quickly and fairly.

The Distributor will respond to any questions regarding Your complaint by email and/or registered letter. A reply will be provided within 15 working days of receipt of Your complaint. If it is not possible to reply within the time limit, the Distributor will send a preliminary reply and will provide a final reply within 35 working days.

If You as a consumer are not satisfied with the answer, You can contact the consumer dispute resolution institution – [Bank of Lithuania](#) by filling in a free-form application form and sending it to the address on the website of the consumer dispute resolution institution.

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

You must notify the Distributor as soon as possible of any changes to Your name, address, telephone number, or email address. The Distributor will use the most recent contact information You have provided to contact You for account related matters. Any email or SMS sent to You will be deemed to have been received as soon as it is sent. The Distributor will not be liable if information does not reach You because You have not notified the Distributor of a change in Your details.

## **25. How is my personal data processed?**

We are the controller of Your personal data that we use for the

purposes of opening, administering, and managing Your account and providing payment services to You. You agree to allow us to access, process, and store any information that You provide to the Distributor for the purpose of enabling us to provide payment services to You or otherwise perform this Agreement. To learn more about how the Distributor will process Your personal data, please read our [Privacy Policy](#). You may withdraw Your consent to the processing of this data by closing Your account.

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

We may change these Terms and Conditions on notification by the Distributor to You by email or other agreed means at least 2 months before the change. It will be deemed that You accept the changes. If You do not agree to the changes, You must notify the Distributor before the changes become valid. In this case, the Distributor will inform us of Your disagreement with the changes and we will close Your account immediately. If You choose to terminate Your Account in this manner, we will authorise the Distributor to return any remaining funds in Your Account to You free of charge.

The latest version of the Terms and Conditions, as well as any notices of future changes, are always available on the Distributor's website. You must check the Distributor's website and Your account regularly to ensure that You receive timely information about changes.

## **27. When may the use of the Visa payment card and account for private clients 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:

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

In addition, as with other payment cards, we and our Distributor cannot guarantee that Your card will be accepted by the merchant or that all Your transactions will be confirmed. This may be due to a system error, reasons beyond our and our Distributor's control, legal or regulatory requirements, suspension, limitation, or closure of Your account or refusal to replace it in accordance with these Terms and

Conditions.

## **28. What is our responsibility?**

If we and/or our Distributor incorrectly deduct funds from Your Account, we or, at our request, the Distributor shall be obliged to reimburse the funds. If it is subsequently determined that the amount refunded was in fact correctly deducted, we or, at our request, our Distributor may deduct the amount from Your account balance, together with a commission charge. If You do not have sufficient funds in Your account, You must immediately reimburse the amount specified by the Distributor on demand.

If unauthorised transactions occur after You have notified the Distributor of the loss, theft, damage, or unauthorised use of Your card or account, and You have not acted in bad faith and have not breached these Terms and Conditions, the liability shall be our responsibility.

We and our Distributor shall not be liable:

- in any case, if the merchant refuses to accept Your card
- for any interruption, disruption or degradation of service by us, our Distributor, or any third party used by us and our Distributor to perform our obligations;
- 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 unusual and unforeseen circumstances beyond the control of us and our Distributor, however they may occur.

When providing SMS services, the Distributor shall not be responsible for missing, delayed, or undelivered messages, nor shall the Distributor be liable for any technical, computer, internet, telephone, cable, electronic, software, hardware, transmission, connection, website, or other access problems that may interfere with the use of

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

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

The Distributor may charge fees for reasonable costs incurred to suspend Your use of the card or account and to recover any amounts due in connection with Your activity when You:

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

In such circumstances, the transaction funds shall not be refunded and we or, at our request, the Distributor shall be entitled to deduct from Your account the reasonable costs incurred to suspend Your use of the card or the Visa payment card account and to recover any amounts payable in connection with Your activity.

If You did not use Your card or account for illegal activities, were not negligent, and followed these Terms and Conditions, the maximum amount You may be liable to pay for an unauthorised transaction resulting from a lost or stolen card or data before you have notified the Distributor is 50 EUR.

In addition, we or, at our request, the Distributor may charge additional fees if we have to manually process a payment or correct an error caused by Your fault or inaction.

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

You may allow regulated Third Party Providers (TPPs) (including Account Information Service Providers (AISPs) and payment initiation service providers (PISPs)) access to Your Visa payment card account to

make payments, obtain account balances, or obtain information on previous transactions.

Before giving access 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 when the Distributor is concerned about fraudulent or unauthorised access.

We and our Distributor are not party to, and are not responsible for, any agreement between you and a TPP. Subject to any rights You may have to a refund under these Terms and Conditions, we and our Distributor are not responsible for:

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

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

You may not assign any of Your rights or obligations under these Terms and Conditions to any other person without our or our Distributor's prior written consent. We and our Distributor may assign the benefit and burden of these Terms and Conditions to any other person at any time by giving You two months' notice. If we do so, Your rights will not be affected.

### **32. Governing law**

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

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



Fees and limits are always available on the Distributor's [website](#).

## 34. How are my funds protected?

Please note that the Visa payment card and account for private clients are electronic money products and, although our activities are supervised by the Bank of Lithuania, they are not covered by the Deposit Insurance Fund of the Republic of Lithuania. However, we ensure that all funds received by You will be held in a separate account so that in the unlikely event of the insolvency of "Finansinės paslaugos "Contis" , Your funds will be protected from claims by our creditors.

Your Visa payment card and account are provided by "Finansinės paslaugos "Contis", UAB, which is authorised by the Bank of Lithuania to issue e-money (company code 304406236) and is a member of Visa, with registered office at Gedimino pr. 20, Vilnius, Lithuania.

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