

## GENOME CARD ACCOUNT TERMS AND CONDITIONS

THESE GENOME CARD ACCOUNT TERMS AND CONDITIONS (HEREINAFTER - "TERMS AND CONDITIONS") ARE APPLICABLE TO YOU IN ADDITION TO THE [GENERAL TERMS AND CONDITIONS](#) WHERE YOU WISH TO ORDER AND USE YOUR GENOME CARD FOR PAYMENT AND WITHDRAWAL PURPOSES.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND CHECK [GENOME FEES AND CHARGES FOR CARDHOLDERS](#), WELL AS OUR [PRIVACY POLICY](#) BEFORE CLICKING "I ACCEPT" BUTTON.

BY CLICKING "I ACCEPT" BUTTON AND SUBMITTING AN ORDER TO US REQUESTING THE GENOME CARD YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ, FULLY UNDERSTOOD, ACCEPT AND AGREE TO ALL OF THE PROVISIONS CONTAINED IN THESE TERMS AND CONDITIONS, [GENOME FEES AND CHARGES](#) AND OUR [PRIVACY POLICY](#), AS AMENDED FROM TIME TO TIME.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR DO NOT ACCEPT [GENOME FEES AND CHARGES](#) AND / OR OUR [PRIVACY POLICY](#), YOU SHALL NOT CLICK "I ACCEPT" BUTTON AND MUST REFRAIN FROM SUBMITTING AN ORDER TO US REQUESTING THE GENOME CARD.

### 1. Definitions and interpretation

The capitalized terms used in these Terms and Conditions shall have the following definitions:

**1.1. "Account"** means E-Money subaccount of the Client in Genome Wallet linked to the Card

**1.2. "Agreement"** means these Terms and Conditions in their entirety, including [Genome Fees and Charges](#) for Cardholders and any annexes, schedules, amendments and other documents supplemented thereto in whatever form.

**1.3. "ATM"** means an electronic device that accepts Cards for withdrawal and (or) depositing of cash.

**1.4. "Genome®"** means a business name of UAB "Maneuver LT", a legal entity registered in Lithuania with its registration number 304785124. Data on UAB "Maneuver LT" is accumulated and stored in the Register of Legal Entities of the Republic of Lithuania. The address of Genome's head office is at Žalgirio g. 92-710, LT-09303, Vilnius, Republic of Lithuania.  
E-mail: [info@genome.eu](mailto:info@genome.eu).

Genome has an electronic money institution license # 32 issued by the Bank of Lithuania on March 29, 2018. Genome as electronic money institution is supervised by the Bank of Lithuania, located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. More information about the Bank of Lithuania is detailed by this link <https://www.lb.lt/en/>. Any references to Genome shall refer to UAB "Maneuver LT".

Genome is the Issuer of the Card.

**1.5. “Card”** means Your physical or virtual debit Visa Classic or Business card, issued by Genome. It is an international payment debit instrument linked to Client’s Account and made available for use to the Cardholder under these Terms and Conditions.

**1.6. “Card Limits”** means limitations applicable to Transaction with Card pursuant to types, amounts and periods of Transactions.

**1.7. “Cardholder”** means a person to whom the Card is issued and who is authorized user of the Card.

**1.8. “Cardholder Data”** means personally identifying information submitted by Client, which information includes Card number, Card expiry date, CVV, Cardholder name, surname and other Cardholder data which may be necessary for the Transaction successful execution.

**1.9. “Client”** means a natural or legal person who is registered with Eco-System Genome, has opened Genome Wallet and completed, to Our satisfaction, due diligence procedures carried out by Us in accordance with [General T&Cs](#).

**1.10. “Effective Date”** means the date You accept these Terms and Conditions inside Our System.

**1.11. “Fees”** means a list of fees and charges We apply to Cardholders and Our Clients for and in connection with the use of Card, as may be amended by Us from time to time, which is placed on the Site as a part of [Genome Fees and Charges](#) and applied together.

**1.12. “General T&Cs”** means General Terms and Conditions placed on the Site and applicable to You.

**1.13. “Order”** means the request to issue the Card submitted by the Client to Genome.

**1.14. “Original Credit Transaction” or “OCT”** means a method of payment which allows transfer of funds directly to the payee’s Card (i.e. Account linked to the Card) for a purpose other than refunding a purchase.

**1.15. “Privacy Policy”** means Genome Privacy Policy which is placed on the Site and applicable to You.

**1.16. “Representative”** means a natural person who is acting on behalf of a legal person and is duly authorised under the law or empowered by a legal person for opening and using of its Genome Wallet, including the right to order, use and manage the Card;

**1.17. “Security Credentials”** means personalized features that We provide or make available to You to verify Your identity, validity and use of Your Card, access to Your Genome User Portal, validity of the use of Genome Wallet and/or other Genome Services or products.

**1.18. “Transaction”** means an act initiated by the Cardholder (as a Payer) or on his behalf or by the Payee of placing, transferring or withdrawing funds to or from Account using the Card, Cardholder Data or Security Credentials related with the Card.

**1.19. “VISA”** means international payment card association managing the electronic money system which processes and manages information about payment operations with Cards.

**1.20. “VISA Rules”** means any rules, regulations, policies, interpretations, guides, procedures, instructions and other requirements (whether contractual or otherwise) imposed or adopted by VISA from time to time.

**1.21. “We”, “Our” and “Us”** refers to Genome;

**1.22. “You” and “Your”** refers to Client.

**1.23. “3D Secure”** means an additional security layer for online Card Transactions. The rest of the capitalized terms used in these Terms and Conditions shall have the meanings assigned to them in the [General T&Cs](#).

## **2. Binding effect**

2.1. These Terms and Conditions regulate relationship between You and Genome related to the ordering and use of the Card.

2.2. These Terms and Conditions shall constitute a binding legal agreement between Genome and You, which enters into force on the Effective Date by expressing Your consent (via electronic means) to comply with these Terms and Conditions and remains in force until it is terminated as per the terms and conditions stipulated herein.

2.3. You are bound by the provisions of these Terms and Conditions and agree to comply with the obligations and liabilities laid on You under these Terms and Conditions, including the instructions in Order form, [Genome Fees and Charges](#) or any other instructions or documents related to use of the Card.

2.4. These Terms and Conditions are placed on the [Site](#). You have the right to receive a copy of these Terms and Conditions, as well as any of their updated or amended versions by e-mail upon request.

2.5. The use of the Card is governed by the present Terms and Conditions, by regulations of VISA, by Genome [General T&Cs](#), [Genome Fees and Charges](#), by the [Privacy Policy](#), and by legislation of the Republic of Lithuania.

2.6. These Terms and Conditions are applicable to You in addition to the [General T&Cs](#) and shall be read and interpreted together with the [General T&Cs](#). In case of conflicts between [General T&Cs](#) and these Terms and Conditions, the Parties agree to follow these Terms and Conditions.

2.7. If there is a conflict or inconsistency between these Terms and Conditions and VISA Rules, the provisions of VISA Rules shall prevail to the extent of such conflict or inconsistency.

### **3. General conditions**

3.1. Each Card issued remains the property of Genome as the Card Issuer and is made available for use of the Cardholder.

3.2. The Card types available:

(a) A physical card – a plastic card with a microchip and/or magnetic stripe and with a contactless payment functionality.

(b) A virtual card – non-tangible, digital version of the Card, accessible on-line.

3.3. Depending on Your Genome Wallet type, the Cards are also of personal or business type.

3.4. Due diligence procedures should be performed and finished to Our satisfaction according to [General T&Cs](#) before submitting the Order for the Card.

3.5. The Card is not transferable to a different user.

### **4. Order and issuance of Card**

4.1. The Card can be issued only to Our Client who completed due diligence procedures to Our satisfaction according to [General T&Cs](#). We apply the same requirements and due diligence procedure for Cardholders as stated in [General T&Cs](#). We issue the Card only in EEA region.

4.2. You shall submit the Order on Card via Genome User Portal or Genome Mobile App, providing information required:

(a) Ordering personal virtual card: Cardholder's name, surname, phone number;

(b) Ordering personal physical card: Cardholder's name, surname, phone number, delivery address.

(c) Ordering business virtual card: company name, Cardholder's name and surname, phone number;

(d) Ordering business physical card: company name, Cardholder's name and surname, phone number, delivery address.

4.3. The delivery address of Card must comply to the [List of supported countries for delivery](#). You should make sure delivery address is correct. You shall notify Us without undue delay if Cardholder's data (address, e-mail address or phone number) is changed. You take all responsibility in case You fail to make such notification.

4.4. As a debit payment instrument each Card must be always linked to the Account opened in Genome Wallet. Therefore, when ordering the Card, You should choose Your default Account in Your Genome Wallet which shall be linked to the Card and which shall be designated for performance of payment operations related to the Card. The Account shall be opened and managed according to the [General T&Cs](#).

4.5. You also may choose additional Account to be linked to the Card in the currency that We make available to You. For the avoidance of doubt You are not able to choose additional Account of the same currency as already linked to the Card.

4.6. You have the ability to change the Accounts linked to the Card. New Account linked to the Card will affect only new Transactions. Transactions, already initiated in the current Account, will be finalized from Your previous account to avoid disruption. Your subscription or regular payments will be transferred to Your new Account automatically.

4.7. Funds You can use with the Card are electronic money as described in [General T&Cs](#). You shall not be entitled to earn any interest on any funds loaded on to the Account linked with the Card.

4.8. In case of ordering the physical Card We may provide you with the option of whether to print the Card information such as PAN, expiry date, CVV on the physical Card or not. In both cases (whether it is printed or not) Your Card details are always available in Your Genome User Portal or Genome Mobile App.

4.9. When ordering the Card, You shall have a sufficient amount of funds on Your Account linked (default or additional) to settle the Fees for Card issuance, delivery and at least one month's maintenance fees (if applicable). Fees are automatically deducted from the Client's Account upon the Card issuance. If the amount of funds on Your Account linked is insufficient, You will not be able to order the Card.

4.10. If You are business Client, You can order Card(s) for the legal person which will be issued on the name of and used by Your Representative who is duly authorized to act on Your behalf. For the avoidance of doubt, Your Representative has to be Our Client who completed, to Our satisfaction, due diligence procedures carried out by Us according to [General T&Cs](#).

You understand that if You provide permission to order Card on the name of Your Representative these Terms and Conditions are binding both to You (as the Client) and Your Representative (as the Cardholder), and You are fully responsible for Your Representative using the Card, including the case if such Cardholder breaches the Terms and Conditions. In such case You shall be deemed the party who breached the Terms and Conditions.

You confirm that Representative designated by You in the Order is fully authorized to execute the Transactions with the Card (and funds in Your Account linked to the Card) and You confirm You give such a right to the Cardholder. Change in the relationship between You

and the Cardholder (e.g. termination of employment, termination of POA, etc.) shall not make any change in use of Card and Cardholder will be able to execute Transactions with the funds in Your Account using the Card, unless You close the Card as it is stipulated in Clause 13.

4.11. It is Your responsibility to take care of all Your Cards (physical and virtual), and any liability that may arise rests on You as a Client and (or) Cardholder. It is also Your responsibility to provide accurate data and changes of data for any Card You order.

4.12. When filling a permission to Card Order You:

(a) Obligate to provide Us with accurate and true information about You and Your Representative (in case of business Client). You also obligate to keep information about You and (or) Your Representative up to date with Us at all times. If there is a change of the personal details, You shall notify Us immediately via Genome User Portal or Genome Mobile App;

(b) By ordering a permission to Card Order for Your Representative (in case of business Client), You agree for Us to issue him/her a Card and for him/her to authorise Transactions on Your behalf in Your Account linked to the Card. All Your Representatives share the balance and limits of Your Card(s) linked to the Account(s);

(c) If You are business Client, before transferring personal data, You undertake to inform Your Representatives (data subjects) whose data You will transfer to Us, that their data will be transferred to Us for the purposes of executing these Terms and Conditions and You will share Our Privacy Policy where they can find more information about the processing of their data, their rights, purposes, grounds. When communicating with a data subject, We will consider that he/she is aware of processing of his/her personal data by Us (GDPR 14 art.). It is Your obligation to get all necessary permissions to use and to transfer the personal data of Your Representatives;

(d) Undertake to ensure that You or Your Representative (in case of business Client) will use the Card according to provisions of these Terms and Conditions and all other documents stipulated therein. You shall ensure that You or Your Representative act in compliance with these Terms and Conditions, [General T&Cs](#) and other applied provisions, and hold the liability for all actions of the Cardholder.

(e) You agree to hold the responsibility for the use of the Card and for all Transactions carried out by You or Your Representative (in case of businessClient) and for any applicable Fees and charges that may incur while using the Card.

4.13. We shall have the right to verify the information submitted by You and (or) request additional information from You as it is stipulated in [General T&Cs](#).

4.14. We reserve the right to reject the Order and (or) refuse entering into these Terms and Conditions with You without explaining the reasons for the refusal.

## 5. Delivery and activation of Card



5.1. Once Card Order has been approved, We are entitled to issue the Card and, in case of physical Card, send it to the delivery address, indicated by You in the Order. We reserve the right to request clarification from You regarding the Card delivery address if it differs from the address specified by You in the course of the due diligence procedures carried out by Us.

5.2. Virtual Card issued shall be made available to You once after the Card Order has been approved by Us. The approximate time for physical Card delivery is thirty(30) days after the Card Order has been approved by Us. If You have not received the physical Card within thirty (30) days You shall inform Us thereof. The Card sent to You is permanently blocked in such a case and a new Card is produced and sent to You. We may apply Fees for a new Card issuance and delivery.

5.3. The Card issued (both virtual and physical) is activated and can be used for card-not-present Transactions (e-commerce and MOTO) once after You get its details in Your Genome User Portal or Genome Mobile App. To use physical Card for card-present Transactions You shall additionally activate it for this purpose after Card delivery completing a chip and PIN Transaction. For instance, check the Card balance in the ATM or pay at the store (make sure to use the chip). If You do not activate the Card within thirty (30) days from the Card issuance, the Card may be temporarily blocked by Us. To unblock the Card You will need to contact Us. If You do not contact Us within sixty (60) days from the Card issuance, the Card may be blocked permanently.

5.4. In case the envelope where the Card was sent is damaged or suspicions arise that the Card may have been extracted from the envelope, You shall inform Us thereof immediately, not activate the Card, block the Card in Your Genome User Portal or Genome Mobile App, and destroy the Card. You shall have a duty to immediately notify Us if any other obstacles to receiving or activating the Card arise.

5.5. You may retrieve the PIN of the Card after the Card Order has been approved by Us. The PIN is an integral part of the Card. The PIN is confidential and is made available for use to the Cardholder only. The PIN is delivered in SMS or via Genome Mobile App. You can check Your PIN any time in Your Genome User Portal or Genome Mobile App.

5.6. The CVV number will be indicated on Your Card and (or) retrieved in Your Genome User Portal or Genome Mobile App.

## 6. Validity of Card

6.1. The expiry date of the Card is stated on the Card and (or) is available on Your Genome User Portal or Genome Mobile App. The Card is valid until and including the last day of the year and the month shown. You will not be able to use Your Card after its expiry date.

6.2. We may at Our sole discretion from time to time vary the validity period for any type of Card.

6.3. We shall have the right to reissue the Card to You if Your Card has expired. If You do not want Us to reissue the Card, You shall inform Us of Your decision fourteen (14) days in advance before expiry date of Your Card. We reserve the right to apply Fees for Card reissuance and delivery.

## 7. Currency

7.1. Client may link to the Card only the Account(s), the currency of which Genome allows to link to the Card as shown in Your Genome User Portal or Genome Mobile App.

7.2. The Card can be used for Transactions that are not in the currency of the Account (default or additional) linked to the Card (i.e. foreign currency). In such a case currency exchange shall apply. To allow Us to apply currency exchange to Your Transactions You will need to enable relevant function in Your Genome User Portal or Genome Mobile App. For the avoidance of doubt, if You initiate the Transaction in a currency that does not match the currency of Your Account (default or additional) linked to the Card and do not allow currency exchange, We will decline in Transaction execution.

7.3. If You make a foreign currency Transaction, We will change the amount of Transaction in the currency of the Account (default or additional) linked to the Card at a rate of exchange provided by VISA plus Genome markup outside of VISA. Exchange rates may change. Information on the applicable Card Transaction exchange rates is available on VISA website: [www.visaeurope.com](http://www.visaeurope.com). Any change in the reference rate mentioned in the conversion provision shall take effect immediately and without prior notice to the Cardholder.

By confirming the Transaction, You agree to the exchange rates applied by Us and VISA.

## 8. Card limits

8.1. Amount, number and value of Transactions and withdrawals by Card may be limited by Us. Limits We apply depend on Your verification status, country and other factors reasonably designated by Us to be in line with the security and legal requirements. We reserve the right to change Our limits from time to time. To rise the limits (to the permitted size) You may be required to complete additional checks and procedures.

8.2. You can set Your own Card Limits for Transactions by Card pursuant to types, amounts and periods of Transactions in Your Genome User Portal or Genome Mobile App within the limits We apply to You.

8.3. The Card top up is possible via top up of Account linked to the Card, as it is described in [General T&Cs](#), or by OCT and within the limits applied to Your Genome Wallet.



## 9. Fees

9.1. You shall pay the Fees for the Card issuance, delivery and usage (including for its administration and / or renewal and / or replacement) in accordance with [Genome Fees and Charges](#).

9.2. You shall also pay the Fees for performance of Transactions, including performance of Transactions in a currency other than currency of the Account (default or additional) linked to the Card, as well as for checking of the Account (Card) balance in ATM and for other services provided by Us in accordance with [Genome Fees and Charges](#).

9.3. We shall debit all Fees payable under these Terms and Conditions in accordance with the procedure established in the [General T&Cs](#) on the day of debiting the Account or on the day of providing the service. In the event that there are insufficient funds in the Account linked to the Card, We may debit all Fees payable under these Terms and Conditions from other subaccounts of the Client in Genome Wallet.

9.4. Blocking of the Card shall not be considered as termination of these Terms and Conditions and shall not terminate the calculation of Card Fees or cancel Your obligation to pay such Fees. If You wish to stop using the Card and services provided under these Terms and Conditions on a permanent basis in the future, You must submit a request to Us to close the Card.

9.5. If any of the fees or charges applicable to You under these Terms and Conditions have not been deducted from the Account or other subaccounts of Genome Wallet, including without limitation the case when the balance of the Account or Your Genome Wallet is insufficient to make such deductions, We shall have the right to issue an invoice for the amount owed to Us which shall be paid by You within three (3) business days in accordance with the invoice instructions.

We reserve the right to apply a 10 % late-payment fee in case invoice issued to You under these Terms and Conditions is over thirty (30) days past due. All bank transfer fees and charges related to payment of Our invoices shall be borne by You.

## 10. Authorization. Transactions with the Card

10.1. The Card may be used only by the Cardholder to whom it was issued. The Cardholder is prohibited from handing over the Card or the Card data (including 3D Secure one-time passwords) to third parties. The respective information shall be kept safe and confidential at all times.

10.2. The Cardholder may use the Card only for the purpose of carrying out the Transactions (including purchases, withdrawals of cash) and for checking the Account (Card) balance at ATM.

10.3. Transactions require Cardholder's authorisation. Transaction is considered to be authorised by the Cardholder if he/she has given a consent to perform the

Transaction.Cardholder gives a consent to perform the Transaction confirming the Transaction with Security Credentials or otherwise giving consent to perform the Transaction. Cardholder may confirm the Transaction by:

(a) Entering PIN or OTP code / verification code for online Transactions (3D Secure one-time password) sent to the Cardholder's verified phone number, e-mail address or Genome Mobile App;

(b) Providing Your Card details or other details requested (e.g. name, surname, card number, card expiry date, CVV); With Transactions via the Internet only the brand of Card, the Cardholder's name, the Card number, the period of validity, CVV and the verification code may be given, but never the PIN.

(c) By connecting, waving or swiping the Card over a device accepting Cards and allowing the device to process the Card data with or without entering the PIN. For the purpose of clarity, not all Transactions will require entering the PIN at the points of sales. Transactions that can be performed without entering the PIN are limited by the amount and (or) number of such Transactions according to VISA Rules.

(d) Providing biometric information, such as fingerprint or face scanning –in each case depending on the settings of Cardholder's device which allows relevant functions as Genome does not collect such data;

(e) By signing a receipt or other document confirming the amount of Transaction;

(f) By performing other certain deliberate and consecutive actions.

If a Transaction is confirmed in any of the ways set out in this Clause, then such a confirmation will constitute the Cardholder's consent, and such a consent will have the same legal force and effect as a document signed in own hand by the Cardholder and will be considered as sufficient proof in dealing with any possible disputes between parties. You shall not be entitled to dispute Transactions that are based on a consent given as set forth in this Clause.

For the avoidance of doubt, if You are using the Card for subscription or regular payments, You may not be required to give a consent to each recurred Transaction. Confirming the first Transaction or linking Your Card data to the relevant subscription account in such a case You are giving a consent to perform future recurred Transactions until You cancel the subscription or regular payments.

10.4. When carrying out Transactions at the point of sale the Cardholder has a duty to request that the Transaction with the Card be carried out in his/her presence, as well as not obliged to sign any receipts that do not specify the Transaction amount.

10.5. Before entering PIN, CVV or otherwise authorizing Transaction (giving consent to perform the Transaction other way), the Cardholder has a duty to verify the Transaction amount.

10.6. After authorization the Cardholder can no longer revoke the payment order. If the PIN and/or a signature are additionally required for authorization, authorization is not completed until they have been entered/signed respectively. This authorisation also contains the express consent to the processing, transmission and storing of the Cardholder's personal data necessary for the execution of the payment order by Us.

10.7. We shall start executing the Transaction effected by the Card from the moment of receiving payment order. We shall execute the Transaction under the terms stated in [General T&Cs](#).

10.8. A Transaction that appears in the history of Transactions in Your Account linked to the Card may change its status, i.e. before the Transaction is completed and the funds are debited from the Account the Transaction is in process. That means that We reserve the amount of funds required for the performance of the Transaction and for covering of the Fees related to such Transaction in the Account linked to the Card until the moment of debiting the funds.

We shall debit the funds required for the performance of the Transaction and related Fees from the Account linked to the Card once after the Transaction has been confirmed through VISA net.

10.9. You understand that in certain cases, including the case where the currency of the Account (default or additional) linked to the Card does not match the currency of the Transaction, which requires currency exchange, the reserved amount of funds in the Account may be different from the amount of funds debited from the Account upon the Transaction is confirmed through VISA net. Such a difference occurs due to fluctuations in exchange rates at the time of the Transaction initiation and at the time of the Account debiting.

10.10. Fees may be deducted at the time of Transaction authorisation or when the Transaction has been confirmed through VISA net.

10.11. You must ensure the Account linked to the Card has the amount of money necessary for Transactions and Fees.

You shall not initiate the Transactions by Card that exceed the balance of funds available on Client's Account. Client's Account balance will be reduced by the value of each Transaction that is made by proper authorisation, as well as by the amount of Fees related to such Transaction. If any Transaction exceeds the available funds in Client's Account or Card Limits applicable in Account, the Transaction will be declined.

For the purpose of clarity, from the moment of authorization of the Transaction, You may not dispose of and use the amount of funds required for the performance of the Transaction and for covering of the Fees related to such Transaction, which is reserved in the Account linked to the Card until the moment of debiting the funds.

Cancellation of funds reservation does not affect confirmation of the Transaction and the Client shall cause the Card Account to contain funds necessary for performance of the Transaction and for covering of the related Fees unless the Card acceptor has cancelled the Transaction.

10.12. You authorize Us to debit and credit (in case of refund or OCT) YourAccount(s) linked to the Card for any amounts that constitute Transactions effected by the Card and for any Fees stated in Genome Fees and Charges.

For the purpose of clarity, You may not dispose of and use the amount of funds transferred to You as refund or OCT and appeared in the Account linked to the Card until the relevant amount of funds is credited to Your Account.

10.13. We are entitled to decline a payment order if the Cardholder has not authorized it in accordance with these Terms and Conditions and (or) if the Card Limits applied to Cardholder are not sufficient for the Transaction order, agreed or prescribed limits, and (or) if the Card has been blocked or funds in Account are suspended.

10.14. We reserve the right to reverse any duplicate or erroneous Transaction from Your Account upon receipt of reversal information.

10.15. If You or the Cardholder deny that consent has been given to an already executed Transaction or claims that the Transaction has been executed incorrectly, We shall ensure that appropriate investigation be carried out, checking whether the Transaction was executed under instructions of the Cardholder, as well as whether the Transaction is recorded correctly in Your Account and whether any error has occurred.

10.16. Unless You are a Consumer, where You or the Cardholder deny having authorised an executed Transaction or claim that the Transaction was not correctly executed by Us, the burden shall be on You to prove that the Transaction was not authenticated, accurately recorded, entered in the accounts or was affected by a technical breakdown or some other deficiency of the service provided by Us.

10.17. A full information of each Transaction, including charges, will be available to view on the statement of Your Account linked to the Card by accessing it through Your Genome User Portal or Genome Mobile App. Your statement will show:

- (a) Information on the payee of each Transaction and a reference enabling You to identify each Transaction;
- (b) The amount of the Transaction shown in the currency in which the Transaction was paid or debited to the Account;
- (c) The amount of charges for the Transaction;
- (d) The exchange rate used in the Transaction (where applicable); and
- (e) The date when the Transaction is authorised or posted on to the Account.

10.18. You are obligated to check information about the executed Transactions at least one (1) time per month and contact Us immediately if any questions or concerns arise in connection with the Transactions. Should You establish any difference between the Transactions carried out or the value thereof and the respective amounts shown in Your

Account statement (except for any differences in Transaction value resulting from currency exchange), or any inaccuracies in the Fees charged, You shall notify Us immediately after becoming aware of any such unauthorised or incorrect Transaction but in any event not later than within 60 (sixty) days thereof(except if other term is stated in [General T&Cs](#)).

10.19. We shall not execute the Transactions if the instructions to perform the Transactions do not comply with these Terms and Conditions and / or requirements of Us and other cases provided by law, the [General T&Cs](#) or other agreement. We have the right not to execute the Transactions, if the funds in the Account linked to the Card are seized or the right to dispose of the funds in the Account is otherwise restricted, as well as if there are insufficient funds in the Account.

## **11. Safeguard of Card**

11.1. The Cardholder shall keep the PIN (and other Security Credentials) confidential, and prevent the passing thereof in the hands of third parties.

11.2. It is forbidden to write down the PIN on any tangible carrier and to keep it together with the Card. Non-compliance with this requirement shall be considered as gross negligence on the part of the Client.

11.3. The Cardholder has a duty to safeguard the Card and use it carefully to protect it from mechanical or other damages.

11.4. If You have reasonable doubts someone accesses Your Card, Account or the 3D Secure service without proper authorization, You must block the Card via Genome User Portal or Genome Mobile App or, if You are not able to do so for any reason, notify Us immediately on **+37052141409** or using any other contact tools which We make available to You.

11.5. If the Card is lost or stolen or the PIN (or other Security Credentials) becomes known to the third persons or if You consider the Card or PIN (or other Security Credentials) maybe misused or You notice unauthorized operations are performed on the Account linked to the Card, You shall be obliged, without undue delay, to block the Card via Genome User Portal or Genome Mobile App or, if You are not able to do so for any reason, by calling Us without undue delay on **+37052141409**, so that We can block the Card.

11.6. If the Client finds the Card after the Card is temporarily blocked/suspended, the Client can re-enable it via Genome User Portal or Genome Mobile App and continue to use it.

11.7. If You find the Card after its been reported as permanently lost, stolen or misused, You shall destroy it.

11.8. If the Card is lost or stolen, a replacement can be ordered via Genome User Portal or Genome Mobile App. We will charge a Fee for replacement of Cards.

11.9. If You believe the Card (or other Security Credentials) is used without Your permission or is lost, stolen or there are reasonable suspicion the Card may be misused, You shall inform

competent law enforcement institutions thereof. If You do not inform competent law enforcement institutions thereof, it could be considered that You have lost the Card or Security Credentials have become known to third persons due to Your gross negligence. We in such case shall be also entitled to disclose to law enforcement agencies any information which reasonably may be relevant. You and the Cardholder commits to provide Us with all information necessary to investigate the case of loss, theft or forgery of the Card or Security Credentials.

11.10. If, when carrying out Transactions, at the points of sales or in ATM, a wrong PIN is entered three (3) consecutive times, to prevent an illegal use of the Client's funds, the Card is temporarily blocked. You can unblock the Card by entering correct PIN at ATM or via Genome User Portal or Genome Mobile App. If Your Card is withheld by ATM for any reason, You must block the Card via Genome User Portal or Genome Mobile App and notify Us of the above or, if You are not able to do so, contact Us immediately on **+37052141409** or using any other contact tools which We make available to You. Your Card is blocked permanently in such a case. You shall bear all risks related to the illegal use of the funds, if You fail to notify Us that Your Card is withheld by ATM.

11.11. If the Card has been temporarily blocked at the initiative of You, We can unblock the Card after We have received Your authorised request (via Genome User Portal or Genome Mobile App). If the Card has been blocked permanently, it cannot be unblocked. Under Your request the Card blocked can be replaced with a new one.

11.12. We do not hold any responsibility for losses incurred by You or the Cardholder if the Card or Account has been blocked under procedure described in these Terms and Conditions or [General T&Cs](#).

11.13. We have prepared [Fraud prevention advice to Cardholders](#) which We advice to follow.

## 12. Restrictions of Card use

12.1. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the Card. Genome is not liable for the failure of any point of sale to honour the Card.

12.2. The Card must not be used to perform illegal operations and for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulation.

12.3. The Card shall not be used for Transactions for cash illegal purposes (other than ATM or bank cash desk withdrawal).

12.4. We may block, suspend, restrict use or terminate the service with immediate effect if:

(a) There is a breach of security or We have objective grounds to think or suspect there is a breach of security;

(b) There is any suspicion of any unauthorized or fraudulent use of the Card or its data;



(c) There is a legal or regulatory requirement;

(d) You or the Cardholder breached these Terms and Conditions or [General T&Cs](#);

(e) We reasonably think the Cardholder or someone impersonating the Cardholder has used the Card and (or) Genome service fraudulently, illegally or improperly;

(f) In exceptional circumstances if We are required to do so by VISA or any third party which assists Us in providing the 3D Secure services.

12.5. We have the right to temporarily or permanently suspend the use of the Card without prior notice for important reasons.

### **13. Closure of Card**

13.1. You may request Us to close the particular Card with immediate effect at any time contacting Us by e-mail using the e-mail address provided in Clause 16 below and / or through any other contact tools which We make available to You from time to time.

13.2. We may close the Card and terminate these Terms and Conditions in respect of Your Card with immediate effect if:

(a) The physical Card has been temporarily blocked according to Clause 5.3 above, but You have not contacted Us to unblock the Card within sixty (60) days from Card issuance;

(b) Notwithstanding Clause 13.2.1 above, You have not contacted Us to unblock the Card which was temporarily blocked for any reason within ninety (90) days of it being blocked / suspended;

(c) The Card is replaced by a new Card;

(d) The Card has expired;

(e) In other cases where You (or the Cardholder) breach or We have grounds to suspect that You may be in breach of any provisions of these Terms and Conditions or any other conditions or instructions related to the Card or if fraudulent use occurs or there is a serious risk of fraudulent use.

13.3. We also may close the Card if the Client fails to pay monthly Fees for the Card for three (3) months. In this case We shall send a reminder letter to You stating the deadline of at least fifteen (15) days to settle the fees, and if You do not settle the obligations, We shall close the Card and terminate the Agreement on the expiry of deadline set.

13.4. We shall be entitled to close the Card and to terminate the Agreement with immediate effect for good cause if the Cardholder breaches material obligations and if fraudulent use

occurs or there is a serious risk of fraudulent use. Any existing obligations of the Cardholder remain unaffected by any termination.

13.5. In all cases We will notify You once We decide to close Your Card via Your verified e-mail address with Us.

13.6. If parties terminate [General T&Cs](#), this also means termination of these Terms and Conditions and closure of Your Card(s).

## 14. Liability

14.1. Liability clauses described in [General T&Cs](#) shall be applicable in respect of services provided according to these Terms and Conditions.

14.2. You are fully liable for compliance with and for performance of obligations under the present Terms and Conditions as well as being liable for the Cardholder's compliance with the present Terms and Conditions.

14.3. In the event that the Card has been issued or used on the basis of inaccurate or misleading information furnished by You, You shall bear full liability for any obligations arising during the period of use of the Card. Any incomplete or false information furnished constitutes sufficient grounds for Genome to unilaterally withdraw from the Terms and Conditions, as well as to initiate legal actions against the person who furnished the false information.

14.4. You shall be fully liable and shall bear all the losses relating to the unauthorised use of Card or unauthorised Transaction, if You acted fraudulently or failed with intent or gross negligence to comply with the security measures required to keep Your Genome Card safe and permitted to occur an unlawful use of the Card, irrespective of whether or not You notified Us of loss or theft of the Card or unauthorised Transaction.

14.5. Where You are a Consumer, and unless You acted fraudulently, You shall bear the losses, up to a maximum of EUR 50 (or the equivalent in other currency), relating to the unauthorised Transactions resulting from the use of lost or stolen Card or other Security Credentials. If You are contracting Us not as a Consumer, Your liability under this Clause shall not be limited and You shall bear all the losses relating to the unauthorised Transactions resulting from the above.

14.6. You shall not bear any financial consequences resulting from the use of lost or stolen Card or other Security Credentials which relates to the Transactions made after notifying Us, without undue delay, that Your Card or other Security Credentials have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, except where You have acted fraudulently. For the avoidance of doubt this Clause does not release You from liability and financial consequences related to Transactions made before You informed Us about the lost, stolen, misappropriated, or otherwise compromised Card or other Security Credentials.

14.7. You may not be liable for any use of the Card by another person who does not have the permission to use it or if it is lost, stolen or destroyed, and You have duly informed Us of such events unless:

(a) That person obtained the Card, Card number, PIN or other Security Credentials with Your consent or due to Your gross negligence or carelessness, in which case You are liable for any use of the Card that occurs before You tell Us in accordance with these Terms and Conditions;

(b) You have acted fraudulently, then to the extent permitted by law, the Client may be liable for misuse of the Card, Card number, PIN or other credentials.

14.8. We will not be liable for:

(a) Any abnormal or unforeseeable circumstances outside Our reasonable control (for example, a failure of computer systems which happens for reasons outside Our reasonable control or any industrial action which happens for reasons outside Our reasonable control) if this prevents Genome from providing its usual service;

(b) Any person refusing to accept or honour (or delays in accepting or honouring) the Cards, Card number or PIN;

(c) Any ATM failing to issue cash. Genome will not be liable for the way in which the Client is told about any refusal or delay.

14.9. In case of errors or disputes about Transactions, please contact Us on **+37052141409** or using any other contact tools which We make available to You from time to time.

14.10. Unless the Client is a victim of fraud, the Client is responsible for all Transactions carried out and verified with 3D Secure one time passwords.

14.11. We shall not be liable for any failures of the 3D Secure service caused by any system failing or other events which We cannot reasonably control.

## **15. Disputes, changes of Terms and Conditions, termination**

15.1. If You have any complaints relating to the use of Card or these Terms and Conditions, You may submit such complaints to Us by e-mail or through any other contact tools which We make available to You. We have Our complaint resolution procedures to make sure that Your complaints are handled fairly and quickly. For more information refer to [General T&Cs](#).

15.2. These Terms and Conditions may be changed the same way as described in [General T&Cs](#).

15.3. Whereas You are the Consumer, You have the right to withdraw from this Agreement and cancel Your Card Order within fourteen (14) calendar days from the date of concluding it, submitting a notice via email [support@genome.eu](mailto:support@genome.eu) of withdrawal to Us. The period of fourteen (14) calendar days to withdraw from the Agreement shall be deemed not to have been missed if the notice submitted via email [support@genome.eu](mailto:support@genome.eu) in writing is sent before the expiry of the withdrawal period. You lose the right to withdraw from the Agreement if You do not exercise this right within fourteen (14) calendar days from the date of concluding the Agreement. When notifying Us of the withdrawal from the Agreement, You must also destroy the Card, if You have already received one. Upon receipt of Your notice of withdrawal from the Agreement, We shall close the Card. You shall not incur any fee for withdrawal, however We shall not return the Fees charged if We have already incurred costs by providing You with a Card. You accept and confirm that this Agreement shall be started executing before the expiry of the 14-day withdrawal period.

15.4. Parties may terminate these Terms and Conditions at any time on the same grounds and following the same procedures as specified in General T&Cs. We may terminate these Terms and Conditions unilaterally at any time without indicating the reason by giving You at least two(2) months prior notice.

15.5. Any of Your and Cardholder's obligations and liability arising prior to the termination of these Terms and Conditions and closure of Card remain unaffected after such termination or closure. For the purpose of clarity any Transaction amounts, fees, charges, costs and other amounts due from You in connection with the Card use will be deducted from the balance of Your Genome Wallet (any of its subaccounts inside Our System) or otherwise invoiced to You.

## Contacts

To contact Us, please use the following contact details:

E-mail: [support@genome.eu](mailto:support@genome.eu)

Site: <https://genome.eu/contact-us>

Phone: +37052141409

Address: Žalgirio g. 92-710, LT-09303, Vilnius, Republic of Lithuania

We will notify You about changes in Our contact details or contact tools available to You.

Please consider that all communications with Us are subject to Our working hours. Genome working hours can be found on the [Site](#).

*These Terms and Conditions last modified on April 21, 2021*