Effective date: 12.12.2025.

1. Used definitions

1.1. **3-D Secure** – a security measure (Mastercard SecureCode) applied when using the Card for the performance of payments on the internet.

1.2. **Contactless payment** – confirmation of the Operation performed by touching a card reader having a special contactless payment sign with the Card or with the mobile device.

1.3. **Security code (CVC2)** – personalized 3-digit security data on the reverse of the Card used to carry out the Operations.

1.4. **Client/Consumer:** a natural person acquiring the Card Program Services from **Narvi** for purposes unrelated to trade, business, or profession.

1.5. **Card** – the payment card issued by **FINCI** as the Card Issuer and made available to the Client by **Narvi** under the Card Program. The Card is linked to the Account provided by Narvi and allows the Cardholder to carry out Operations.

1.5.1. **Digital card** – a payment card without a plastic base, providing a possibility to make E-Operations and POS Operations using Apple Pay or Google Pay technology;

1.5.2. **Physical card** – classical plastic payment card, providing a possibility to make a full stack of Operations;

1.5.3. **Virtual card** - a card that allows E-Operations only.

1.6. **Cardholder** – the Client or an individual authorized by the Client having the right to use the Card and perform Operations. The Cardholder and the Client may be the same person or two different persons. Cardholder must be a fully legally capacitated person who has reached the age of 18.

1.7. **Fees** – pricing applicable to the Card and related Services, consisting of issuer fees (FINCI) and program fees (Narvi), published on Narvi's or FINCI's website as applicable.

1.8. **FINCI** – FINCI, UAB (legal entity code 304934066, holding electronic money institution license No. 60 issued on 5 December 2019, licensed and supervised by the Bank of Lithuania). (The Card Issuer and BIN Sponsor, licensed and supervised by the Bank of Lithuania)

1.9. **Narvi application** – a mobile application that provides access to the User profile, installed and used on the mobile device to receive the Services.

1.10. **Narvi website** – Narvi's website at https://narvi.com, which provides access to the User's profile, enables the User to receive the Services, and provides information about Narvi, including, but not limited to, its main office address, e–mail address, and others.

1.11. **Mastercard** – an international payment card scheme.

1.12. **Operations** – any operation executed **using the Card or Account**, including POS, Contactless, ATM, and E-Operations. FINCI authorizes Card Operations; Narvi, as the Account Provider, posts the settled amounts to the Client's payment account.

1.12.1. **ATM Operation** – an operation performed at an automated teller machine (ATM) to withdraw cash or make a balance inquiry.

1.12.2. **E-Operation** – an operation initiated by the Cardholder to acquire goods or services via the internet.

1.12.3. **POS Operation** – an operation initiated by the Cardholder to acquire goods or services at the point-of-sale terminal (POS), including Contactless payment.

1.13. **PIN code** – confidential personalised security credentials known only to the Cardholder and used by the Cardholder to confirm the Operations.

1.14. **Partner:** Partner (Narvi Payments Oy Ab) – the Program Manager and Account Provider responsible for onboarding Clients and Cardholders, safeguarding funds, providing customer support, distributing Cards, setting limits, and serving as the primary point of contact for the Card Program. FINCI acts solely as the Issuer and BIN Sponsor.

1.15. **Personalised security credentials** – full Card number, Security code, PIN code, and/or any other personalized security credentials related to the Card and/or the Account.

1.16. **Cardholder Terms and Conditions:** The terms and conditions concluded between the Partner and the Cardholder govern the use of the Card.

1.17. **Terms** – FINCI's General Terms and Conditions governing FINCI's issuer-level services. These apply only to aspects relating to FINCI's role as Card Issuer and do not replace or supersede Narvi's Cardholder Terms and Conditions.

1.18. **System** – the operating environment in which FINCI provides issuer-level processing services and Narvi provides operational and account services as Program Manager.

1.19. **Unauthorised operations** – the Operation for the execution of which the Cardholder has not given his/her consent (has not authorised the Operation) under Section 4 hereof.

1.20. **User profile** – the result of the Client's registration in the System, during which Personal data and other information about the Client are being processed and recorded with the assignment of a Unique identifier to the Client, and its rights in the System are being determined. It may be accessible through the Narvi website or the Narvi application.

1.21. Other terms used in the Terms of Service shall have the same meanings as set out in the Terms unless otherwise specified.

2. General terms

2.1. These Terms of Service govern the relationship between the **Client, the Cardholder, and Narvi**, as the Program Manager and account provider, in relation to the issuance and use of the Card.
FINCI, acting as the Card Issuer, performs issuer-level services and authorisation of Operations in accordance with applicable Mastercard rules and regulations.

2.2. The "Terms" are an integral part of these Terms of Service and must be interpreted together with them. Where the Terms supplement the provisions of these Terms of Service, they apply to both matters covered and not covered herein, provided they do not conflict with these Terms of Service.

3. Card issuance and delivery

3.1. In case of a Client who is not a Consumer, the Card is issued to the designated Cardholder following the Client's submission of a Card request to **Narvi**, acting as the Program Manager. Narvi performs onboarding, account opening, and verification of all required information and documents. After Narvi approves the Client's onboarding and submits the issuance request to FINCI, FINCI, as the Card Issuer, performs issuer-level AML/CTF checks and confirms issuance of the Digital or Physical Card.

3.2. The permitted number of Cards and the applicable Commission fees depend on the Client's subscription plan and are displayed in the Fees section. The Client must not exceed the permitted number of Cards. If the limit is exceeded, Narvi may refuse additional Cards, and FINCI may decline issuance where required under issuer, scheme, or regulatory obligations.

3.3. The Client must ensure that all data, information, and documents submitted to Narvi in the Card request are correct, accurate, complete, and provided in the manner required by Narvi and FINCI. Narvi will forward the necessary information to FINCI for issuer-level compliance checks.

3.4. During the ordering of a Physical Card, the Client/Cardholder will be required to create a PIN code in Narvi's environment. The Client/Cardholder is fully responsible for keeping the PIN secure and confidential.

3.5. By entering the Terms of Service or using the Card, the Client/Cardholder acknowledges that they understand the risks associated with Card use (including fraud, system disruptions, communication failures, and technical issues), which may affect Card operations and which are not caused by FINCI's gross negligence.

3.6. By entering into the Terms of Service, the Client confirms that they have read, understood, and accepted the Terms of Service, Fees, Privacy Policy, and all other applicable documents. Where a Card is issued to a Cardholder who is not the Client, the Client must ensure that the Cardholder is informed of and agrees to all applicable documents.

3.7. FINCI may refuse to issue a Card where required by applicable law, issuer-level AML/CTF policies, Scheme rules, or regulatory obligations. Narvi will inform the Client of such refusal unless disclosure is prohibited by law.

3.8. Applicable Card issuance fees are charged by Narvi and debited from the Client's account held with Narvi. FINCI does not deduct fees directly from Client funds. Card issuance will not proceed if the Client fails to maintain sufficient funds with Narvi to cover applicable fees.

3.9. FINCI retains the right, at its sole discretion and without providing reasons, to refuse issuance of any Card where required under regulatory, scheme or issuer risk policies. Narvi will notify the Client accordingly, where permitted by law.

3.10. Physical cards are manufactured under FINCI's issuer requirements and delivered by or on behalf of Narvi to the address provided by the Client. If the Card arrives damaged, the Cardholder must immediately contact **Narvi**, not FINCI, and must not use the damaged Card. If the Card is not received within 20 calendar days, Narvi must be informed and will arrange replacement.

3.11. Upon receipt of the Card, the Cardholder must verify that the information printed on the Card is correct. If any data is incorrect, the Cardholder must notify **Narvi** immediately and must not use the Card until the issue is resolved.

3.12. For security reasons, the first use of a Physical Card may require a chip-and-PIN transaction before contactless payments become available.

4. Use of the card, authorization of the operations

4.1. The card, including Personalised security credentials related to the Card, can be used, and the Operations with the Card can be carried out only by the Cardholder. The Cardholder is strictly prohibited from allowing any other person to use the Card or the Personalised security credentials related to the Card.

4.2. The Card shall remain the property of FINCI, and it is not transferable.

4.3. The Cardholder can use the Card wherever Mastercard cards are accepted. FINCI does not guarantee that the Card will be accepted by any ATM, merchant, or retailer/or that an acquirer will process it.

4.4. When using the Card, the amount of the Operation and any applicable fees (including currency conversion fees) shall be debited from the Client's payment account held with **Narvi**. FINCI does not hold Client funds.

4.5. The Cardholder is strictly prohibited from using the Card for any illegal actions or activities.

4.6. It shall be considered and assumed that the Operation has been authorized (consent has been provided) by the Cardholder:

4.6.1. In case of the POS Operation: PIN was entered; Card was presented, placed in or touching a card reader; the mobile device was touching a card reader; Card was swiped through a card reader; a signature was placed on the transaction receipt.

4.6.2. In case of the E-Operation: Card details (e.g., name, surname, full card number, expiry date, Security code) and/or any other details were provided, the Operation was confirmed with 3-D security if necessary, and the instructions provided by the provider of services or goods to authorize the Operation were followed.

4.6.3. In case of the ATM Operation, the Card was inserted into or touched a card reader, and the PIN was entered.

4.7. The cardholder must always carefully examine the details of the Operation before authorizing it.

4.8. Once the Cardholder has authorized the Operation, he/she cannot cancel it.

4.9. All the actions mentioned in clause 4.6 of the Terms of Service shall have the same legal effect as the documents hand-signed by the Client/Cardholder and will be permissible as a means of proof in resolving disputes between FINCI and the Client/Cardholder in courts and other institutions.

4.10. The Cardholder may enable or disable the Card's contactless functionality using the tools provided by **Narvi**. The function may require an initial chip-and-PIN transaction to activate.

4.11. If contactless payment limits are exceeded, the Operation may require additional confirmation by PIN.

4.12. In the case of the Digital card, which is added to Apple Pay or Google Pay, Contactless payments can be made with the mobile device by touching a card reader with a special contactless payment sign.

4.13. Cardholder is obligated to keep the Card away from exposure to high temperature, impact of electromagnetic fields, and mechanical damage.

4.14. Cardholder is prohibited from using the Card that is expired, suspended (blocked) or terminated (closed).

5. Execution of the operations

5.1. Once an Operation is authorised, Narvi reserves the corresponding amount of funds in the Client's payment account held with Narvi until the Operation is settled or released. FINCI, acting as the Card Issuer, provides the authorisation of the Operation in accordance with Mastercard rules.

5.2. After FINCI, as the Card Issuer, receives confirmation of the Operation from the merchant's acquirer or other relevant party, FINCI processes the transaction for settlement under Mastercard rules. Narvi then debits the Client's payment account accordingly. If FINCI does not receive confirmation within twenty-one (21) calendar days, Narvi will release the reservation.

5.3. FINCI may decline authorisation of an Operation where required under issuer obligations, Mastercard rules, sanctions laws, or regulatory requirements. Narvi may decline the Operation where the Client's account lacks sufficient funds or where Narvi identifies operational, compliance, or risk concerns.

5.4. FINCI has the right to refuse to execute the Operation in case:

5.5.

a) The Cardholder/Client breaches or may breach these Terms, issuer rules, or applicable regulations.
b) There are insufficient funds in the Client's account held with Narvi to cover The operation and applicable fees.
c) Incorrect authentication (e.g., PIN, CVC, 3-D Secure) is used.
d) FINCI suspects illegal or unauthorised use of the Card.
e) FINCI suspects fraud, attempted fraud, or misuse of the Card.
f) FINCI is unable to authorise the Operation due to a third-party issue (merchant, acquirer, processor, ATM operator, card network, technical failures).
e) FINCI detects or suspects security breaches related to the Card or issuer systems.
f)The Operation exceeds applicable limits set by Narvi or FINCI.
g) The Operation is attempted in a restricted country or territory.
FINCI considers the Operation suspicious under issuer AML/CTF or fraud rules.
h) Required by Mastercard, regulatory authorities, and correspondent institutions, or the payee's payment service provider.
i) The Operation is connected directly or indirectly with sanctioned persons, entities, or jurisdictions.
j) Funds in the Client's account with Narvi are seized or otherwise legally restricted.
k) Required under applicable law, Scheme rules, or internal risk policies.
l) Any other justified issuer-level reason. If the currency of the Operation is different from the currency of the Client Account, the conversion shall be performed in accordance with exchange rates set by Mastercard. **For cross-border payment transactions within the European Economic Area (EEA), FINCI shall also provide the Cardholder/Client with the percentage difference between the rate applied and the latest available European Central Bank (ECB) euro foreign exchange reference rate.**
More information on Mastercard's exchange rates may be found at https://www.mastercard.us/en-us/personal/get-support/convert-currency.html.

6. Limits and restrictions

6.1. Operation limits set by Narvi apply to the Card, and the Cardholder may not exceed them. If the Cardholder attempts an Operation that exceeds the applicable limits, Narvi will decline the Operation.

6.2. The Client may request changes to Operation limits through the User profile, in accordance with procedures established by Narvi. Limit adjustments may require Narvi's approval and may be subject to FINCI's issuer-level controls.

6.3. **Narvi** and FINCI may impose restrictions on the use of the Card in certain countries or territories. The Cardholder and the Client are aware that it will not be possible to carry out the Operations in the following countries and territories: Afghanistan, Belarus, Crimea, Democratic People's Republic of Korea, Iran, Iraq, Myanmar (Burma), Russian Federation, Sudan, South Sudan, Syria. The list of countries and territories is preliminary and may be amended by FINCI from time to time.

6.4. In accordance with applicable regulations, Narvi may establish additional thresholds or limits on certain types of activities or transactions.

6.5. FINCI, acting as the Card Issuer, may apply issuer-level limits or restrictions based on Mastercard rules, risk considerations, or regulatory obligations.

6.6. FINCI has the right to unilaterally set or change issuer-level limits or geographical restrictions without prior notice where required by law, Scheme rules, or supervisory instruction.

6.7. Narvi may impose limits on the use of the Card (e.g., spending, ATM withdrawal, territorial restrictions) for risk or compliance purposes. FINCI may impose issuer-level restrictions where required by Scheme rules or regulations.

7. Fees

7.1. The Client will pay all applicable fees to **Narvi**, as specified in Narvi's Fees schedule in force at the time of the Operation or the provision of Services. FINCI does not charge Cardholders directly.

7.2. The amount of each Operation, together with all applicable fees (including currency exchange fees), will be debited from the Client's payment account held with **Narvi.**

7.3. The Client/Cardholder must ensure that sufficient funds are available on the account held with Narvi to cover the Operation amount and any applicable fees.

7.4. By accepting these Terms of Service, the Client/Cardholder also accepts Narvi's Fees. The Fees and the Fee Information Document are published on Narvi's website and may be provided to the Client on a durable medium upon request.

7.5. Fees are charged in the currency indicated in Narvi's Fees schedule. Where necessary, currency conversion may be applied in accordance with Mastercard's rules.

7.6. Operations may also be subject to fees applied by third parties, such as ATM operators, POS operators, cashiers, merchants, or other payment service providers.

7.7. Changes to exchange rates will take effect immediately without prior notice where they benefit the Cardholder or result from adjustments to Mastercard's reference exchange rate.

7.8. If there are insufficient funds in the Client's account held with Narvi, Narvi may decline the Operation or charge the outstanding fees once sufficient funds become available. FINCI does not debit or access Client funds.

7.9. Card blocking, as set out below in Chapter 9, does not eliminate the application of any Commission fees indicated in the Fees.

8. Security measures

8.1. Cardholder must:

8.1.1. Protect the Card against loss, theft, and damage;

8.1.2. Store the Card securely, keep the Card in his/her sight at all times when making Operations, get the Card back on completion of the Operation, be aware where the Card is at all times and not to leave it unattended, take all other reasonable measures to avoid the loss, theft or misuse of the Card;

8.1.3. Safeguard and not disclose or make available the Personalised security credentials related to the Card (e.g., PIN, Security code, 3-D Security data, Authorization code, login details to the User profile/Account or Narvi application, login details to electronic accounts where the Card was registered, etc.) to third parties. For example, memorize them and not keep a written record of them, take care to ensure that third persons do not see such credentials while entering them, take all other reasonable measures to avoid the loss, theft, disclosure, availability to, or misuse of such credentials;

8.1.4. safeguard and not disclose or make available to third parties any other Personalised security credentials related to the Card (e.g., Card details) for purposes other than executing Operations. For example, do not keep a written record of them, take care to ensure that third persons do not see such credentials while entering, take all other reasonable measures to avoid the loss, theft, disclosure, availability to, or misuse of such credentials;

8.1.5. not allow third parties to use the Card and/or any Personalised security credentials related to the Card. The Card can be used, and the Operations with the Card can be carried out only by the Cardholder.

8.2. Only the Cardholder must know and use the Personalised security credentials related to the

Card.

8.3. The Client/Cardholder or their representative must **immediately notify Narvi**, using the contact details provided by Narvi or via the Narvi User Profile, upon becoming aware of or suspecting any of the following:

8.3.1. The card has been lost, stolen, broken or misappropriated;

8.3.2. there was unauthorized usage of the Card or there is a threat of such unauthorized usage;

8.3.3. Any Personalised security credentials related to the Card have become known or might be known to and/or used by third parties;

8.3.4. The card may be used illegally or fraudulently.

8.4. If the Client/Cardholder fails to comply with the above security measures, such failure may be considered gross negligence, and the Cardholder may be liable for losses resulting from unauthorised Operations.

9. Blocking and freezing the card

9.1. The Client/Cardholder or his representative must immediately block/freeze the Card in the manner specified in clause 9.2 of the Terms of Service when the Client/Cardholder becomes aware or suspects that:

9.1.1. The card has been lost, stolen, broken, or misappropriated;

9.1.2. there was unauthorized usage of the Car,d or there is a threat of such unauthorized usage;

9.1.3. Any Personalised security credentials related to the Card have become known or might be known to and/or used by third parties;

9.1.4. The card may be used illegally or fraudulently.

9.2. The Client/Cardholder may block or freeze the Card **by notifying Narvi** using the contact details provided by Narvi or by using the respective functionality available in the Narvi User Profile or application. Narvi will inform FINCI where issuer-level action is required.

9.3. If the Client/Cardholder fails to fulfil his duties specified in clauses 9.1 to 9.2 of the Terms of Service, such Cardholder's acts or omissions are considered to be gross negligence, and Cardholder shall cover all losses incurred as a result of unauthorized Operations.

9.4. The Client and the Cardholder undertake immediately to contact the relevant law enforcement authorities if the Client and/or the Cardholder discovers that the Operations not initiated (authorized) by the Cardholder have been performed with the Card.

9.5. FINCI reserves the right to block/freeze/terminate (in whole or in part) the Card or the Operations carried with the Card if:

9.5.1. The Cardholder/Client breaches or may breach the Terms of Service, Terms or other contract

entered;

9.5.2. The Cardholder/Client does not comply with the requirements of FINCI (e.g., fails to provide or update information/data requested by FINCI, or evades or avoids providing such information/data, etc.);

9.5.3. FINCI suspects that the Cardholder/Client has provided false or misleading information, data, and/or documents;

9.5.4. The Cardholder/Client fails to cover the debt in the Account for 2 (two) consecutive months;

9.5.5. FINCI suspects the illegal use or planned illegal use of the Card;

9.5.6. FINCI suspects that there are or may be security breaches in respect of the Card or Account;

9.5.7. FINCI suspects that the Card is used or may be used in an unauthorized or fraudulent manner;

9.5.8. in cases provided for by the Applicable regulations, the Terms or the Service agreement;

9.5.9. Due to other justifiable reasons.

9.6. In the cases provided above, FINCI shall notify the Cardholder of the blocking/freezing/termination after the occurrence of such an event, except when the provision of such information would impair the safeguards or is prohibited by legal acts.

9.7. In case the Cardholder enters the PIN incorrectly 3 (three) consecutive times, the Card will be blocked.

9.8. Once the Card is blocked, the Client will not be able to unblock it and may need to order a new one.

one.

9.9. Clients may unfreeze a temporarily frozen Card via the Narvi User Profile, subject to Narvi's security procedures. FINCI's issuer-level consent is not required unless unfreezing contradicts issuer AML/CTF obligations.

10. Refunding and dispute handling

10.1. The Client/Cardholder must periodically... examine the Account statements and the Operations made with the Card.

10.2. The Client/Cardholder must notify **Narvi** immediately of any unauthorised or incorrectly executed Operations linked to the Card:
A **Consumer** must notify Narvi without undue delay, and no later than 13 months from the date the funds were debited. A Client who is not a Consumer must notify Narvi without undue delay, and no later than 60 calendar days from the date of the debit. Narvi will inform FINCI where issuer-level action is required.

10.3. In the Client/Cardholder, acting as Payer, submits a claim regarding an unauthorised Operation and Narvi, together with FINCI as issuer, refunds the amount to the Client, but the Operation is later determined to have been authorised or otherwise valid under applicable regulations, the Client must return the refunded amount to Narvi. Narvi may deduct the amount from the Client's account in accordance with applicable law.

10.4. In the event of chargebacks or claims related to Card transactions, the Client/Cardholder understands that refunds will be issued only after FINCI, acting as the Card Issuer, has recovered the funds in accordance with Mastercard rules and applicable regulations. The Client must cover all costs incurred by Narvi or FINCI in investigating the disputed Operation, except where the discrepancy arose due to FINCI's gross negligence.

10.5. In the event of reclamation of card transactions, the Cardholder/Client understands and agrees that the FINCI shall repay the funds to the Client only when the FINCI has recovered them in compliance with the FINCI's standards and regulations and/or Mastercard's standards and regulations. The Client shall cover all costs incurred by the FINCI through execution of the Client's orders or investigation of the Client's/Cardholder's Operations (including the cost of producing copies of invoices), except where the difference between the Operations carried out, or the value thereof, and those presented in an Account statement (except for the differences in Operations value resulting from currency exchange) have originated through the gross negligence of the FINCI.

11. Card expiration and renewal

11.1. The Card is valid until the end of the period indicated on the Card, i.e., the last day of the month indicated on the Card or in the User profile.

11.2. The Card will cease to operate and function on its expiry date.

11.3. The Cardholder must destroy the Physical card upon expiration.

11.4. If the Card expires, a renewed Card may be issued by FINCI upon Narvi's request, subject to applicable issuer rules, risk assessments, and eligibility criteria

11.5. FINCI, acting as the Card Issuer, may refuse to renew the Card for justified issuer-level risk, regulatory, or compliance reasons. Narvi will notify the Client where permitted by law.

12. Personal data protection

12.1. By accepting these Terms of Service and/or using the Card, the Client/Cardholder acknowledges that their Personal Data will be processed by **Narvi**, as the Program Manager and provider of the payment account, and by **FINCI**, acting as the Card Issuer, each in accordance with their respective roles, Applicable Regulations, and legitimate interests. Narvi and FINCI each act as independent data controllers for the processing activities they perform:

- **Narvi** processes Personal Data for onboarding, KYC/AML, account provision, card management, customer support, fraud monitoring, and dispute handling.
- **FINCI** processes Personal Data necessary for card issuance, authorisation, transaction processing, Mastercard scheme compliance, risk management, and issuer-level regulatory obligations.

Detailed information on Personal Data processing, including purposes, legal bases, retention, and data subject rights, is available in Narvi's and FINCI's respective Privacy Policies.

13. Responsibilities of the client and cardholder

13.1. By ordering the Card to the Cardholder who is a person other than the Client, the Client understands and agrees that:

13.1.1. The Cardholder will have the right to perform the Operations with the Card based on these Terms of Service and confirms that the Client entitles the Cardholder to perform the Operations and use the Card;

13.1.2. The Client shall be liable **to Narvi** for all actions and omissions of the Cardholder and for all Operations performed using the Card.

13.1.3. The Client must immediately familiarise the Cardholder with the Terms of Service, Terms, Fees, Privacy Policies, and all other applicable documents, and ensure that the Cardholder complies with them.

13.1.4. The Terms of Service, Terms, and Fees are binding to both the Client and the Cardholder;

13.1.5. The Client assumes full responsibility for all Operations performed by the Cardholder.

13.2. A change in the relationship between the Client and the Cardholder (such as termination of employment, mandate, or authorisation) does **not** automatically revoke the Cardholder's right to use the Card. The Client must immediately notify **Narvi** of such changes and request the blocking or termination of the Card. Until Narvi receives such notice and blocks the Card, the Client remains responsible for all Operations performed with the Card.

14. Liability

14.1. FINCI is not liable for:

14.1.1. the errors, failures, actions, or omissions of the third parties as a result of which Cardholder/Client was not able to perform the Operations and/or use the Card;

14.1.2. if the Cardholder/Client used the Card illegally or fraudulently;

14.1.3. any unauthorised or incorrect Operations where the Client/Cardholder failed to notify **Narvi** in accordance with Clause 10.2 of the Terms of Service.

14.1.4. untimely, careless, fraudulent, intentional, or illegal actions or omissions of the Cardholder/Client;

14.1.5. indirect losses, lost profit of Client/Cardholder;

14.1.6. the services or goods purchased by the Cardholder;

14.1.7. the actions or omissions that are a result of FINCI's compliance with Applicable regulations and/or MasterCard's regulations/rules;

14.1.8. a refusal of a third party to accept the Card;

14.1.9. any limits or restrictions imposed by third parties that violate the interests of the Client or the Cardholder;

14.1.10. any legal relations with third parties that the Client has entered into based on transactions or by operation of law (including cases when the basis of such relations is the Operation);
any loss incurred due to malfunctioning of or faults in electronic or other means of communication or technical devices enabling Operations with the Card, or due to other technical reasons beyond the control of the FINCI, as mentioned in the Terms.

14.2. If the Client suffers a loss as a result of the Cardholder's fault and/or improper performance of these Terms of Service or the Terms (e.g., loss, disclosure, or improper storage of the Card and/or its Personalised security credentials, etc.), the Cardholder shall be obliged to compensate such Client's loss.

14.3. The Client assumes full responsibility for the Cardholder's actions or omissions, and if the Cardholder breaches the Terms of Service or Terms, the Client shall be deemed to have breached the Terms of Service or Terms.

14.4. If an Operation is refunded due to reasons beyond FINCI's control (e.g., inaccurate or incorrect data provided by the Cardholder, closure of the payee's account), FINCI is not liable for resulting losses. Narvi is not required to refund any fees or expenses related to such Operations unless required by applicable law.

14.5. The **Client, who is the Consumer, shall bear the losses relating to unauthorised Operations up to a maximum of EUR 50 (fifty euros)**, where such losses are incurred as a result of: i) the use of a lost or stolen Card; ii) the misappropriation of the Card. This EUR 50 limit shall not apply, and the Consumer shall bear all losses, if the Consumer:

acted fraudulently;
or intentionally or with **gross negligence** failed to comply with his/her obligations under Section 8.1, including the obligation to safeguard the Card and/or the Personalised security credentials. The Client, who is **not the Consumer** (legal person), shall bear all losses incurred due to reasons mentioned in this clause.

14.6. In the event of loss or theft of the Card or a mobile device containing the Digital Card, the Cardholder must immediately notify **Narvi** and block/freeze the Card as described in these Terms of Service. The Cardholder and/or Client must provide all information necessary for investigation purposes to Narvi or FINCI, as applicable. FINCI may request a copy of the police report filed by the Client or Cardholder.

14.7. The Parties shall not be liable for the failure to perform, in whole or in part, their obligations assumed under the Terms of Service resulting from the force majeure circumstances that could not have been reasonably predicted, prevented, or controlled.

14.8. The Client confirms and understands that the Client and Cardholder are fully responsible for the accuracy of information and documents provided. Providing incomplete, false, or misleading information may result in losses borne by the Client and constitutes grounds for **Narvi and/or FINCI**, acting within their respective roles, to:

- restrict or terminate the Card or Card-related services;
- require early performance of the Client's obligations;
- comply with reporting obligations to competent authorities;
- initiate actions required under applicable laws, including AML/CTF obligations.

References to criminal liability apply strictly in accordance with the laws of the Republic of Lithuania and other applicable jurisdictions.

15. Information on the card operations

15.1. Information on Card Operations is made available to the Client through the **Account statement and transaction history provided by Narvi**, in accordance with Narvi's applicable rules for maintaining the Account. Once Narvi makes the Account statement or transaction information accessible to the Client, the Client is deemed to have become aware of the Operations listed therein.

15.2. The Client must review the Account statement and any notifications issued by Narvi regarding Operations made with the Card, and verify the correctness of those Operations in accordance with clause 10.1 of these Terms of Service.

16. Termination, modification of the terms of service

16.1. The Terms of Service are valid for an unlimited period of time (unless otherwise explicitly agreed by the parties).

16.2. Client is entitled to terminate the Terms of Service in accordance with the procedure set out in the Terms.

16.3. The Terms of Service shall automatically expire upon termination of the Terms.

16.4. FINCI, acting as the Card Issuer, may suspend or terminate the issuance or use of the Card where required under issuer-level regulatory, scheme, risk, sanctions, or compliance obligations. Narvi will notify the Client of such suspension or termination where permitted by law.

16.5. Upon termination of the Terms of Service, the Cardholder must immediately destroy the Physical card.

16.6. **Narvi** has the right to amend these Terms of Service and the Fees unilaterally. Narvi will notify the Client of any proposed changes on a durable medium at least **two (2) months** before the proposed effective date. Client (if a Consumer) may terminate the Terms of Service free of charge before the changes take effect. If the Client does not notify Narvi of the intention to terminate before the effective date, the changes shall be deemed accepted.

17. Dispute resolutions

17.1. Any disputes between the Client/Cardholder and **Narvi** relating to these Terms of Service, the use of the Card, or the Account shall be resolved in accordance with the dispute-resolution procedure established by Narvi. FINCI may be involved only to the extent that a dispute concerns FINCI's issuer-level obligations under Mastercard rules or applicable Lithuanian law.

17.2. The Terms of Service, the Fees, and any related agreements are governed by the laws of **Finland**, except where mandatory provisions of EU or other applicable consumer protection legislation provide otherwise. Where the Cardholder is a Consumer residing in Finland, Finnish mandatory consumer protection laws (e.g., Consumer Protection Act, Payment Services Act) apply. Where FINCI performs issuer-level activities governed by Lithuanian law, those activities shall be interpreted in accordance with Lithuanian regulatory requirements.

17.3. If a dispute cannot be resolved amicably or through applicable out-of-court procedures, the dispute shall be brought before the competent courts of **Finland**, unless mandatory EU or Finnish consumer-protection rules grant the Consumer the right to bring the dispute before the courts of their country of residence. Where a dispute concerns FINCI's issuer-level obligations, proceedings may be brought before the competent courts of Lithuania to the extent required under Lithuanian law.

17.4. If the Client's Cardholder is the **Consumer** residing in Finland, he/she has the right to appeal to the following Finnish out-of-court dispute settlement bodies:

Finnish Financial Ombudsman Bureau (FINE / Vakuutus- ja rahoitusneuvonta): Provides advice and recommendations for settlement.

Consumer Disputes Board (Kuluttajariitalautakunta): Provides non-binding recommendations for resolving disputes.

18. Other provisions

18.1. If any provision of these Terms of Service shall be found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain valid and in force, and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal whilst maintaining or giving effect to its commercial intention.

18.2. **Narvi**, as the contracting party and provider of the Account and Card-related services, may assign or transfer its rights and obligations under these Terms of Service to a third party in accordance with applicable law. Narvi will notify the Client if such a transfer occurs. FINCI may transfer its issuer-level rights and obligations related to the Card to another licensed issuer, subject to applicable law and Mastercard rules. The Client may transfer its rights and obligations only with Narvi's prior written consent.

18.3. The Client is deemed to have agreed to these Terms of Service and the Fees by submitting a Card application through **Narvi** and/or by using the Card.

18.4. The Client/Cardholder agrees that any notifications, instructions, or communications sent or received through Narvi's remote channels (including the User Profile, email, secure messaging, or mobile application) shall have the same legal effect as written notifications. FINCI may issue notifications only where required under issuer-level obligations, Mastercard rules, or applicable law.