

# UAB Travel Union account terms of use for private persons

Version 2.0 – 8th December 2020

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These terms apply from 8th December 2020.

English is the language of the contract and communication. The translation is provided for the customer's convenience only in other languages as Sign Up Language. The contractual language (English) shall prevail in case there is any inconsistency between the English and the Sign Up-Language (automated translation) version of all legal documents.

You undertake to check Your email box, TU App and other instruments for the receipt of notification, as well as websites of the TU, on a regular basis.

All communication shall be sent to You in the acceptable language or in the language in which the written agreement was presented to You.

## Introduction and important information

- This document sets out the terms and conditions for your UAB Travel Union personal account (your or TU account) and its related services. It also sets out other important things that you need to know.
- These terms and conditions, along with the [Fees page](#), [Privacy Policy](#) and any other terms and conditions that apply to our services, form a legal agreement between You and UAB Travel Union ("We/Us/TU").
- TU having its registered office at Saulėtekio ave. 17, 10224 Vilnius, Lithuania, registry code 305106882, authorisation to issue e-money No. LB001966, represented by CEO Raman Korneu, registered in the Register of Legal Entities of the Republic of Lithuania.
- E-mail address of the Company – [info@travelunion.eu](mailto:info@travelunion.eu), customer support – [support@travelunion.eu](mailto:support@travelunion.eu), internet website of the Company [www.travelunion.eu](http://www.travelunion.eu) and is acting under the trademark of **MyTU**.
- Under this agreement we'll give you the conditions and procedure for providing the payment services and related services and e-money account:
  - a) send money to and receive money from other non-TU accounts (external payments) and TU accounts (internal payments) and store a balance (including any payments that you receive).
  - b) make payments and withdraw cash using your TU Card (the account is used for the processing of payment transactions and the processing of card revenues from the linked MasterCard).
  - c) view information about and manage your account.
  - d) make transfers exclusively in Euro to SEPA accounts: a) to other bank accounts or payment service provider's accounts either in the form of SEPA transfers; b) receiving bank transfers to the TU Account from other banks' or payment service providers' accounts.
  - e) make SEPA instant transfers.
- You may be asked to accept additional terms if you use other services from TU. We add new features and services time to time. We'll let you know about these through the TU App, email, TU Website or other agreed channel;
- You may hold Electronic Money in currencies which are supported by TU, **currently it's only EUR**.
- It also sets out other important things that you need to know.
- Currently TU offers services in EU/EEA countries (the EEA is made up of all the countries in the European Union, plus Norway, Iceland and Liechtenstein. A business day is a day other than a bank holiday in Lithuania).
- You can view e-money account information, including previous payments, and instruct us to make new payments through the TU Mobile Application.
- For information about the fees and prices we'll charge you under this agreement, please see the [price list](#).
- Your e-money account is for personal (consumer) use only (not related to any business or professional activities) and only available for physical persons, adults or kids, duly represented by their parents.
- You must use a valid payment method to pay us to issue e-money into your e-money account. Currently the payment method you can use to pay us for e-money is a debit or credit card or SEPA and SEPA instant payments.
- We may from time to time also allow you to use other payment methods. See [the schedule](#) for the full list of payment methods which are going to be introduced by TU in the near future.
- In certain circumstances, we may need to carry out due diligence checks in relation to you, such as checking your identity, to help us meet our legal obligations:
  - a) We may need to do those checks before or after you can use your e-money account or we send you a refund.
  - b) We may require you to provide us with information if we reasonably need it in order to complete our checks.
- Please print or save a copy of this agreement for your records. You can ask for a copy of these terms and conditions through the TU app or find it at TU website at any time.
- It's important for you to understand how your e-money account works, so if you'd like more information you might find it helpful to read our [FAQs](#) (The FAQs don't form part of our agreement with you) or simply exploring [schematic explanations and videos](#) at TU Website, Products section and YouTube channel.
- You will not receive any interest on the account balance

## How to open the TU Account?

- You can open an account on the condition you are eligible age or duly represented by one of the parents, have a smartphone, on which TU App is installed and you have not yet opened an account with us. The opening of multiple accounts is not permitted. The opening of an account is only permissible for a natural person. If any identifiable business turnover is transacted via the private account – we have the right to terminate the account under compliance of an appropriate notice period.
- After opening the installed TU App, a registration process begins, under which you can apply electronically for the opening of an account.
- By submitting an electronic account opening application to TU, you are submitting a binding offer for the conclusion of a contract.

- We are legally obliged to verify your identity and make other due diligence checks prior to the opening of an account.
- Terms and conditions are concluded when we confirm that we have set up an account for you, either via TU App, email, SMS or in any other mode of direct communication.
- The combination of a smart phone that is initially linked to your account and has a personalised safety feature (password, fingerprint, etc.) is used as an authentication instrument. You can only log in to TU App with this combination and release the payment transactions using this combination or advanced secure signature pattern that you have created and confirmed in the App ("Signature").

## Who can open TU e-money account

- Normally, you must be 18 or over to open a TU e-money account. If you are under 18 and we let you have a TU e-money account or any other service, we'll let you know any special terms and conditions that apply. Children can be only on-boarded duly represented by their parents and under explicit consent and following data protection and privacy requirements and regulations. Children won't be able to make some payments which are related to high risk activities decided by TU at its own discretion, including gambling.
- When you ask us to open an e-money account, we will ask for information about you and where the money you will put in your e-money account comes from to create your customer's portrait, implementing Know Your Customer principle. We do this for a number of reasons, including to check your identity, and to meet our legal and regulatory requirements. Our [Privacy Policy](#), [Children Privacy Policy](#), [Privacy Statement to Parents](#) explains more about how we use your information for these and other purposes. When we have the information we need, we will open your e-money account.

You can't:

- open more than one TU personal account; or
- open a new TU account if we've previously closed a TU account.
- If you want to use a TU account for business purposes, these terms and conditions will not apply. This product is coming soon and you will need to read the Business Terms.

### Transferring money and SEPA

- You can send money to, and receive money from, other TU accounts. We call these sorts of payments Internal Transfers.
- All Internal Transfers are received immediately. Internal Transfers are the closest substitute to cash: the transfer of money is immediate and available 24/7/365.
- SEPA (the Single Euro Payments Area) is the area where citizens, companies and other economic participants can make and receive payments in EUR, within Europe, whether within or across national boundaries under the same basic conditions, rights and obligations, regardless of their location
- SEPA payments - performed only to EEA countries and/or other countries of SEPA payments infrastructure and only if the recipient's bank or other payment provider has joined SEPA system. If the recipient bank specified in the payment window has joined SEPA system, the client is instructed to select the method of transfer (Urgent/Standard). Such transfers to private persons are free of charge.
- SEPA instant payment - a payment order in line with the requirements of the SEPA Instant Credit Transfer Scheme prepared by the European Payments Council. These payment orders shall be executed in real time within 20 seconds or rejected for technical or other reasons
- You can make an Internal Transfer to another TU user's account by choosing them from the contacts list in the TU app, by using their username, or by using any other method we provide to identify them and following the prompts.
- It's easy to send money to your or someone else's bank account. You can make a one-off payment or set up a recurring payment. Just enter the IBAN (or, for international payments, the BIC/SWIFT of the account you're sending money to in the TU app and follow the prompts. We may need to ask for other information as well.

## For the children ≥14 years

- The person from the age of 14 may conclude the contract himself or herself.
- The consent of the parents (adoptive parents, guardians), the consent of the identity document of the parents (adoptive parents, guardians) who provide consent, adoptive parents or the appointment of a guardian, is needed.
- ≥ 14 years of old children must download the TU Mobile App, make selfie photo, provide ID and follow this procedure: i) One of child's parents registers child as his/her family member in parent's TU Mobile App by providing all necessary parental statements/consent to enter into agreement with TU, child's ID and custody documents, also entering and confirming child's phone number ii) Child downloads TU Mobile App, registers his/her smart phone, enters into agreement with TU, carries out identity verification procedure and the rest TU Mobile App registration actions, including fills KYC questionnaire and submits it to TU.

Parental consent for managing children's personal data is provided before entering and providing child's data. Parents also can find the service privacy notice for children data management in TU Mobile App.

- Order the Card in accordance with the instructions set out on the registration procedure of TU Mobile App including indicating your agreement to be bound by these Terms and Conditions
- Children ≥14 years owns TU Account/Mobile App accordingly.

## The children < 14 years

- For a person under the age of 14, a contract with a payment provider may be concluded duly represented by one of the parents.
- The consent of the parents (adoptive parents, guardians), the consent of the identity document of the parents (adoptive parents, guardians) who provide consent and a document attesting to the contacts, adoptive parents or the appointment of a guardian, needed.
- <14 years of old children must download the TU Mobile App, make selfie photo, provide ID and follow this procedure: i) One of child's parents registers child as his/her family member in parent's TU Mobile App by providing all necessary parental statements/consent to enter into agreement with TU, child's ID and custody documents, also entering and confirming child's phone number ii) Child downloads TU Mobile App, registers his/her smart phone, enters into agreement with TU, carries out identity verification procedure and the rest TU Mobile App registration actions iii) Parent in his/her TU Mobile App fills child's KYC questionnaire and submits it on behalf of the child.

Parental consent for managing children's personal data is provided before entering and providing child's data. Parents also can find the service privacy notice for children data management in TU Mobile App.

- Order the Card in accordance with the instructions set out on the registration procedure of TU Mobile App including indicating your agreement to be bound by these Terms and Conditions
- Children < 14 years owns Mobile App and TU Account, but is represented by his/her parent (adoptive parent, guardian)

## How to make a payment

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The account is used for the processing of payment transactions and the processing of card revenues from the linked MasterCard.

You will not receive any interest on the account balance.

- You can make a payment or transfer to another account from your e-money account by logging in to the TU mobile App, and confirming payment with Signature or simply paying with your TU cards for the goods and services.
- We'll then immediately send your payment to the recipient's e-money account, which means you won't be able to cancel a payment or withdraw your consent to make a payment after you've told us to send it.
- You can also receive transfers (in the currency of EUR) from other TU e-money accounts holders and others. We will credit them to your e-money account immediately after they are sent.
- If you do not have a sufficient balance in your e-money account to make a payment, you can top-up your balance using a debit or credit card or a bank transfer.
- In the event, when Payment Order is initiated by You, it cannot be cancelled once such Payment Order is executed
- To set up Payment Order via TU Account, You must provide certain information to TU including payment amount, beneficiary name, beneficiary's account details (e.g. IBAN), beneficiary country and address, beneficiary bank details (e.g. SWIFT, bank name, etc.), payment details (description of the payment) and/or other required information in the Personal Area.
- You must ensure provision of true and authentic information, data and/or documents in relation to the Payment Order. If these details are incorrect TU may not execute / may reject or execution of such Payment Order may be delayed. If Payment Order was rejected, fee for such Payment Order shall be applied as if it has been executed.
- You must ensure that the information provided when setting up a Payment Order is accurate. If TU had processed Payment Order in accordance with the information the Client had provided to TU, it will be considered correctly completed even if Client had made a mistake.
- In case the Payment Order has been filled-in incorrectly, the Payment Operation is not executed, unless TU at its own initiative in exceptional cases corrects the Payment Order or has sufficient amount of information to determine the correctness of information to execute the Payment Order under a regular procedure.
- If Payment Order made by You is received by TU after 5pm on a Business Day or not on a Business Day, the Payment Order will be deemed received on the following Business Day.
- Each Payment Order is given a unique number and is shown in the operation history in Your Account.
- TU will only process Your Payment Order if TU holds or had received enough cleared funds in their TU Account. You are responsible on funding Payment Order in a timely manner.
- The payment transfer to another TU Client Account shall be executed instantly. The payment transfer to other Lithuania or EU Member State bank account shall be executed at the same business day if Payment Order is made until 12 pm (noon) and next business day if it is made after 12 pm (noon). The term of payment transfer execution may be extended up to 4 (four) business days if the Payment Order is made in currencies of non-euro area Member States.
- The Payment Order made by You may not be executed or execution may be delayed if TU (i) has reasonable doubts if the Payment Order was submitted by You or (ii) has reasonable doubts regarding legality or content of the Payment Order
- You agree that TU shall be entitled to request you to provide additional information (in any form) or perform certain actions to clear any doubts in relation to the Payment Order, also, to require proof the origin of your funds, income and/or wealth. The Client represents and warrants that in such event, TU shall not be held liable if the Client suffers any damages in relation to delayed or declined Payment Order.
- If any additional actions are required in relation to the Payment Order, You will be informed about such required additional actions by notification in Your TU App and/or email at which had been registered for the purpose of opening of TU Account.
- You understand that TU does not have any control over the time it may take for the Payee's bank or payment service provider to credit and make funds available to the Payee.
- You agree that TU may change the terms and/or methods of Payment Orders in accordance with technical reasons and/or payment services provider requirements and/or legal requirements.
- Payment Orders before the execution must be authorized by the Client (You) authenticating the Payment Order.
- In order to authorize the Payment Order, the Client shall use his/her personalized security features following the instructions provided by TU on its TU App. If the Client fails to follow such instructions, the Client shall be responsible for any and all damages in relation thereto.
- If TU is unable to complete Payment Order, TU may inform the Client and/or, if possible, TU may specify the reasons for the refusal and an explanation of how to correct any factual errors. However, TU is not required to notify the Client if such notification would be unlawful or need a specific investigation by appropriate authorities.
- You affirm the understanding that TU shall be entitled to suspend the execution of the Client's Payment Order if it is required under the applicable law or because of other reasons unrelated to TU, if that happens, the Client shall not be able to place Payment Order, placed Payment Orders shall not be executed.
- You must immediately inform TU if his/her Account has been credited with the funds that do not belong to You and:
  - a) do not use such funds in any way;
  - b) if the such funds had been used by the Client and there are not enough funds on Client Account, the Client must not later than within 7 (seven) calendar days, credit the respective amount of funds to his/her Client Account;
  - c) in all cases, the Client undertakes to return such funds reimburse any and all cost and/or damages suffered by TU regarding reclaim of such funds.
- You hereby irrevocably consent that (i) such erroneous funds may be deducted from Client Account without the Client's consent; (ii) until the Client fulfils the foregoing obligation, TU shall be entitled to freeze the remaining amount of funds on Client Account and suspend execution of the Client's Payment Orders; (iii) if the Client does not credit his/her Client Account with the respective amount of funds within 7 (seven) calendar days, TU shall be entitled to retract such funds in accordance with the applicable law.

## What you need to know about receiving money from the TU Account?

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- You can receive funds into their TU Account from other TU Clients, other banks and payment service providers. All funds received into Your TU Account will be recorded in the operation history section of Personal Area.
- If You must pay for the receipt of money according to the Payer's order TU is entitled to deduct such amount from Your TU Account. If there is a shortage of funds in the Your Account, TU may (but is not required to) credit the required amount and cover the credited funds first from Your Account or may refuse to accept such payment.
- You agree that if TU has reasonable doubts regarding legality or origin of the received funds, TU may freeze the received funds and demand to provide data substantiating the legality of the receipt of funds.
- If You delay to cover negative balance amount due hereunder, You shall pay to TU a default interest at the rate of 0.05 percent of past due amount for each day of delay. You agree and confirm that TU is entitled to refund the negative balance in Client's TU Account and deduct the default interest from any funds in TU Account without special consent of the Client.
- You undertake to always have a zero or positive Balance in Your TU Account. If Your TU Account goes into a negative balance as a result of a chargeback, reversal of a transaction, deduction of fees or any other action carried by You, and if negative balance is not covered within 1 month, TU will send an automatic message to You if balance falls below 0. You undertake to repay the negative balance immediately without any notice from TU. The TU may take reasonable actions to recover the negative balance from You afterwards, and has a right to charge You minimum of 50 EUR. For example, TU may use a debt collection service (lawyers etc.) or take further legal actions and charge Client for any costs TU may incur as a result of additional collection efforts. The Client agrees to fully pay such costs for TU.

## What must you do to keep your e-money account safe

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- The only way to access your account is your device and your payment card. Keep them reasonably safe at all times. If we discover any security issues affecting your account, we'll contact you as soon as possible in the most secure way, using one of our usual channels.
- You must take all reasonable steps to keep your account access code and card pin secret in order to prevent unauthorized use of your TU e-money account.
- If you think someone else knows your access code and has access to your device, you must change it as soon as you reasonably can.
- You must tell us as soon as you can if you think someone may be using your e-money account without your permission.
- You must only use your e-money account in accordance with these terms.
- If you lose your card or see transactions in the app that look wrong, freeze your card using your TU App account and tell us as soon as possible.
- We'll usually refund you any money if:
  - a) it was taken after you froze your card in the app, unless you acted fraudulently
  - b) we should've applied strong customer authentication but we didn't, unless you acted fraudulently
  - c) someone makes a payment without your permission
- We'll also refund any money you lost due to our mistakes or inaccuracies with your payments. We can help by speaking to other payment providers to make sure they treat any payment we send late as if it was sent on time.
- But you won't be able to claim back money you've lost if: i) you gave us incorrect instructions or we can prove that the bank we sent your payment to received it (although we'll still try to help you recover your money) ii) you purposefully didn't keep your phone, card or PIN safe, or you were very negligent in not keeping them safe or if your account is in overdraft, you gave them to someone else you acted fraudulently; iii) If someone pays money into your account by mistake you give us permission to return it; iv) If you've used your card to make a payment which didn't specify the exact amount (for example when hiring a car), and the final amount is higher than you
- Could reasonably have expected, we'll give you a refund. You'll need to tell us within 8 weeks of the transaction and give us any information we reasonably ask for to investigate.
- If we received a payment on your behalf, but the money was not paid into your account on time, we'll immediately credit your account with the amount of the payment.
- Always make sure you know the person you are making a payment to. If someone approaches you and asks you to make a payment to them, but you are not sure who they are or what the payment is for, you may be a victim of a scam.
- We are not responsible if we make a payment to the person you tell us to, even if you gave us the wrong account number, username or phone number by mistake. However, if you ask us to, we'll try to get your money back for you. We may also try to get you information about the beneficiary so that you can try to get it back yourself (if the law allows us to). While we will try to do these things, we don't guarantee that we will, and in some cases we won't be able to.
- Although we may provide you with "confirmation of payee" services for some payments, the ultimate decision on whether to make those payments remains with you. We provide these services to help you make a more informed decision, but the information is provided by the institution holding the payee's account, not by us, so we cannot guarantee its accuracy. This means that we, and any third parties we use to provide these services to you, are still not responsible for any payment you make to a wrong account.
- However, if you ask us to, we'll try to get your money back for any mistaken payment. We may also try to get you information about the beneficiary so that you can try to get it back yourself (if the law allows us to). While we will try to do these things, we don't guarantee that we will and in some cases we won't be able to.
- For safety reasons, you should always check your account regularly to make sure everything is correct.

## How long does it take to make a payment?

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- We understand that when you make a payment, one of the most important things is that the person the payment is for receives it on time. When their bank will receive the money depends on what time you tell us to make the payment. More details on payments instruction can be found on [TU website](#).

## Restrictions on using TU services

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You must not use TU Services for any of the following:

- For any illegal purpose, including fraud and money laundering, and for any purpose prohibited by regulation, statute, ordinance, or other governmental or regulatory limitation;
- For any debt-collection purpose;
- To circumvent merchant restrictions or obtain goods or services without paying;
- For commercial speculative trading purposes;
- To buy or trade in any cryptocurrency
- To manipulate the price of any asset or currency;
- In any manner likely to result in complaints, reversals, chargebacks, fees, fines, penalties, or other liability to TU, other users, third parties, or yourself;
- To provide yourself with a cash advance from your credit card, or help others to do so;
- In any manner which results in a negative balance in any currency;
- To burden or overload our infrastructure, facilitate any viruses, malware, malicious code or other form of IT attack or attempt to gain access to our systems and information;
- To interfere with the TU service in any manner;
- To copy or reproduce our content or services in any manner;
- To interfere with our third party providers in any manner;
- To circumvent our policies and procedures;
- For use with any automatic trading, API, crawler scripts, or other methods inconsistent with ordinary use of the Wirex Service;
- To harass our employees, agents, or other users; and
- To trade FX or other financial instruments for speculative purposes.

Prohibited transactions mean any transactions related to activities specified in [TU Prohibited activities list](#)

TU may impose restrictions to transactions related to any prohibited or high risk activities, since TU is not really friendly to it. If you plan to use TU services specifically for prohibited or high risk activities, you should consider choosing other providers for that.

#### Transaction limits

- You agree that we may apply limits to the amount you are able to spend and send through TU, and we'll tell you if we do so. For example, we may apply limits if you ask us to or if we reasonably think it would help manage the risk of fraud or other financial crimes in a proportionate way.

#### Stopping a transaction

- Once you've instructed us to make a payment from your e-money account, we'll send the money unless we reasonably think:
  - a) your instructions unclear
  - b) the transaction would put you over any transaction limit we introduce (you'll find these in your app; they'll change over time);
  - c) the transaction would break this agreement or are not legally allowed;
  - d) someone else is trying to make the transaction without your permission; or
  - e) you may be acting illegally or it would be against the law for us allow the transaction, for example we suspect illegal activity on your e-money account.
- Where permitted by law, we will notify you if we've stopped a transaction and, if possible, provide our reasons for doing so and anything you can do to correct any errors leading to the stoppage.
- If we stop a payment, we'll let you know as soon as possible, using one of our usual channels
- You can find information on all your transactions in your feed and your regular statements in the app.

## Suspending use of your e-money account

- We may suspend use of your TU e-money account if we reasonably believe that:
  - a) someone else may be trying to use it without your permission; or we have to by law or these terms and conditions.
  - b) If we can we'll tell you before the suspension (along with our reasons for the suspension) otherwise we'll tell you immediately after. However, we won't tell you if doing so would break the law or compromise our reasonable security measures.
- We'll stop any suspension as soon as we can after the reason for the suspension has ended.

## How should we communicate with each other

- We will communicate with you in English, and we may contact you through TU Mobile App, at the email address associated with your TU e-money account or the mobile number you used to register your account. If we have to contact you because of a suspected or actual fraud or security threat we'll do it by calling your mobile number.
- Communication between the TU and You is possible in the following forms:
  - a) Telephone: +37052140121
  - b) E-mail: [support@travelunion.eu](mailto:support@travelunion.eu)
  - c) Mail (post) or our office: Sauletekio avenue 17, Vilnius, Lithuania
  - d) Service Chat window in TU Website or TU Mobile Application.
  - e) Video chat with recording application, may be chosen by TU at its own discretion (primarily for your, as e-money account's owner, identification purposes and in other cases decided by TU and if allowed by the law)
- By accepting these terms, you agree to us using your information to make and receive payments on your e-money account. If you're no longer happy for us to use your information, we'll have to close your e-money account. But we may keep your personal data and use it where we have lawful grounds to do so. For example, any records we need to keep for regulatory reasons
- For more information, please see our [privacy policy](#), [children privacy policy](#) and [privacy statement for parents/guardians](#) for details about how we use your

information.

- If there is any part of these Terms and Conditions you do not understand or wish to clarify, please contact TU Customer Services

## Do you have to pay any fees

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- We charge certain fees under this agreement. For full details, please see our [fee schedule](#).
- Please also bear in mind that others might impose taxes or costs on you. For example, when you use your card to pay us for a balance top-up, your card provider may charge you a fee for doing so (you can normally find out from your agreement with the provider whether that's the case). Or, for example, other banks may charge you for sending money to your TU account.
- Fees for our services and any expenses to be reimbursed by you are available in our pricelist, which you can be retrieved via the TU website. Insofar as the fees become due, we calculate these on a quarterly basis and debit them from your account at the end of every quarter, insofar as not otherwise disclosed or stated in the price list.

## Fees for making or receiving payments

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- You will not be charged any fees by us for making any payments. You will not be charged any fees by us for sending local payments in EUR currency either.

## Taking out cash

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We won't charge you for withdrawing money from an ATM in the Lithuania or in the European Economic Area (EEA) if you meet the Fee Criteria listed in our "[Price list](#)" criteria section at the time you make the withdrawal.

If you don't meet the "Price list" Criteria at the time you make the withdrawal, you can withdraw up to 200 EUR up to 2 withdrawals from an ATM in the Lithuania or the EEA in any calendar month without any fees. After that, we charge 2% (min € 2.5) of the amount you withdraw.

You can withdraw up to 200 EUR from ATMs outside the EEA in any calendar month period without any fees. After that, we charge 3%, min € 3 of the total amount you withdraw.

*For some ATMs you may need to turn on the 'magnetic stripe' rather than using chip and PIN. You can do this in the app.*

*Some ATM vendors may apply their own (additional) charges for cash withdrawal, however they have to inform you about that in advance.*

When setting up withdrawal request, You must ensure that the information You provide is correct and complete. TU will not be responsible for money sent to the wrong recipient or wrong amount as a result of incorrect information provided by You.

You agree that Th TU Account is subject to withdrawal limits. If Your withdrawal request exceeds the current limit, TU may decline such request and require the Client to provide additional documents so that TU can carry out additional checks before allowing the money to be withdrawn.

## When and how might you get a refund and liability

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- You must notify us of unauthorised or incorrectly executed payment transactions as well as of any other mistakes, inconsistencies or irregularities in the statement immediately (within 5 (five) business days of finding out about these circumstances and in any case no later than within 13 (thirteen) months after debit date. You can ask us to refund a transaction that someone has made from your e-money account without your permission, so long as you've told us (please do so via email or Mobile App) about the problem within 13 (thirteen) months of it happening.
- However, we may refuse your request for the refund if we can demonstrate that:
  - a) you have acted fraudulently or unfairly; or
  - b) the payment was not to pay for a purchase at a distance (e.g. online) and you had intentionally or with gross negligence not taken all reasonable steps to keep your TU password secret and the payment took place before you told us you thought someone was misusing your account.
- You can also ask us to refund a transaction if we fail to send a payment on time to the right recipient and for the right amount, so long as you've told us (again, preferable via Mobile App please or via email if no sensitive data included or for notification purposes) about the problem within thirteen months of it happening.
- However, we may refuse your request for the refund if we can show that there was a mistake in the recipient's account details which you gave us. (if there was a mistake in the account details which you gave us, we'll still make a reasonable effort to recover the money. If we're unable to do so, you can make a written request for us to provide you with all the information available to us which is relevant to you in order for you to file a legal claim to recover the money.)
- In any event, if you ask us to, we'll make efforts to trace any payment transactions which have not been made (or not been made properly) and notify you of the outcome.
- In addition to your rights above, we'll refund a transaction if the law requires us to.
- If you have an e-money balance in your e-money account that you haven't spent, and that you don't wish to spend, you can cancel some or all of the balance and we'll send a refund to the preferred payment method associated with your account or such other your account as we may agree with you.
- We will not be responsible to you for any loss or costs which you may incur as a result of us breaking this agreement due to:
  - a) abnormal and unforeseeable circumstances outside our reasonable control which would have been unavoidable despite all efforts to the contrary, which may, for example, include delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures; or
  - b) us meeting our obligations under European Union or Lithuanian law.
- Upon receipt of a respective Notice from You or having established that the payment transaction has not been authorised by you, we will refund the amount of the unauthorised Payment Transaction without undue delay, and in any event no later than by the end of the next Business Day, and, if applicable, restore the debited e-money account to the state in which it would have been if the unauthorised payment transaction not take place except where TU has reasonable grounds to suspect fraud. The Notice shall be submitted by 04:00 pm of the Business Day. The Notice submitted after this hour shall be considered to be received on the next Business Day of the Company.
- You shall bear losses relating to unauthorised Payment Transactions where such losses are incurred as a result of the use of a lost or stolen card or TU Mobile App or the misappropriation.
- If the contractual conditions are violated by one of us, the aggrieved is entitled to compensation for damage based on the applicable legal acts.



## How might we change this agreement

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- This agreement will always be available in the app and on our website.
- We can make changes to our charges, interest rates, or the terms of this agreement from time to time.
- We can make a change to this agreement for any of the following reasons (with any change being a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us), this includes introducing new charges or rates and charging in a different way. We may make these changes, including fees we charge, because of changes to:
  - a) because of a change in legal or regulatory requirements, for example, we may have to change our requirements for keeping your e-money account safe to meet new, higher standards set by law or court or regulator decisions;
  - b) if the change benefits you or changes related to the way we run business, for example when introducing new products or services or improving existing ones;
  - c) to reflect a change in our costs of running your e-money account or providing you with related services, for example by introducing an account or transaction fee;
  - d) in response to possible risks to the security of your e-money account, for example by changing the security steps you need to follow to access your e-money account or make a payment from it; or
  - e) to respond to any other change that affects us, if it's fair to pass on the effects of the change to you, for example to reflect developments in digital payments, the banking or financial services system.
- We may make reasonable and proportionate changes for any other reason we cannot foresee, for example to respond to changes in our industry that affect how we wish to deliver our services to you.
- We'll tell you about a change to this agreement at least two months before it takes effect. You can tell us you object to the change before it takes effect, but this will end the agreement. If you do not object to the change we will take that as your acceptance of the change.
- We can make favorable changes to these terms and charges for any reason. We can also make proportionate changes for any other balanced and valid reason that impacts TU or your e-money account.
- If we make changes to it that are clearly in your favor, we'll tell you once we've made them. Otherwise we'll give you two months' notice and tell you our reasons in the most secure way, using one of our usual channels.
- If you don't agree to these changes, you can let us know and we'll close your e-money account with no fee. We'll transfer any money in the e-money account to another account of yours, and you'll need to pay back any money you owe us. If we don't hear from you before the changes come into effect and after informing you with individual notification, we'll assume that you're happy and accept the changes we've made.

### Revocation policy

#### Revocation right

You can revoke your contract declaration within 14 days without justification in text form (e.g. e-mail).

The notice period begins upon receipt of this instruction on a durable data carrier, but not prior to contract conclusion and not before the fulfilment of our information duties

A timely dispatch of the revocation is adequate for safeguarding the revocation deadline. The revocation must be sent to: [support@travelunion.eu](mailto:support@travelunion.eu)

#### Revocation consequences

In the event of effective revocation, the services received by both parties must be returned and, if applicable, benefits drawn from the services (e.g. interests) must be surrendered. If you exceed the permitted overdraft amount, we may demand neither costs nor interest beyond the repayment of the amount of the excess if we have not properly informed you of the conditions and the consequences of exceeding the overdraft (e.g. applicable borrowing rate, costs).

You are committed to pay compensation for the services provided until the point of time of revocation, if this legal consequence was already conveyed to you prior to the submission of your contract declaration and you have explicitly agreed that we shall begin with the execution of return service prior to the end of revocation deadline.

After the revocation of this contract, you are no longer bound by any other contract that is linked to this contract, on the condition the linked contract concerns a service provided by us or by any third party based on the agreement between us and the third party.

## How can you or we end this agreement

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- You can cancel your e-money account within the first 14 days of opening it or close it at any other time in accordance to TU revocation policy.
- You'll need to repay any money you owe us before we can close your account.
- Once we or you in the TU App have closed it, your card won't work and you won't be able to access your account.
- Information concerning any changes to these General Terms and Conditions and the special conditions will be sent to you by e-mail at least two months prior to the proposed time of their date of effectiveness. Your consent shall be deemed as provided if you have not indicated your rejection before the proposed time of the effectiveness of the changes. We will make a specific reference to this de facto acceptance in our offer. If you do not agree with the changes, you can terminate the contract until the point of time the changes take effect without any prior notice. We will make a specific reference to this right to termination in our offer.
- This agreement will continue until you or we end it. Contractual relationship with us runs indefinitely, if nothing else has been agreed to with you. Once we've closed it, your card won't work and you won't be able to access your e-money account.
- You can end this agreement at any time free of charge. We ask you to do so by making account closure actions in the app or sending an email to [support@travelunion.eu](mailto:support@travelunion.eu).
- We can end this agreement, including closing your e-money account, at any time without a reason, by telling you at least two months before doing so.
- We can also end this agreement and close your TU e-money account more quickly if:
  - a) you have broken the terms of this agreement
  - b) you have given us false information at any time
  - c) we reasonably, at our own discretion, believe you are using your e-money account fraudulently or illegally; or broken the law or attempted to break the law
  - d) we have to do so by law or you put us in a position where we might break the law
  - e) been abusive to anyone at TU or a member of our community.

- We will tell you that we're doing this as soon as we can if the law allows us to. Your agreement with us can be ended from the moment the agreement termination notice is sent to you via the TU App, email address associated with your TU e-money account, the mobile number you used to register your device to access your TU account or any other possible communication channels.
- If this agreement ends it will not affect any transactions you've already asked us to make.

## When we block or close your account

We'll hold back enough money to cover any payments that you approved before your e-money account was closed. You'll also still owe us any money that you owed us while your account was open.

**Blocking an account or payment.** If we have i) the reasonable suspicion that any unauthorised use of your account has occurred; ii) your instructions are unclear; iii) we suspect illegal activity on your account; iv) we're not legally allowed to make the transfer; v) it goes over your payment limits (you'll find these in your app; they'll change over time) we are permitted to block or limit its access. We will inform you promptly via e-mail, SMS or message in the App. Similarly, we will also block your account if you inform us about similar activities. We shall remove the block or the limitation if the reasons for blocking no longer exist.

**Blocking card.** You have the option to independently block and unblock your card in the end user interfaces. You can report your card as stolen, which will initiate a permanent deactivation of your card and a new card will be sent to you. You also have the option of calling our Customer support and request one of our employees to block your card upon successful authentication.

## Other terms

- When using the TU App, you are not allowed to perform any illegal actions or breach any applicable laws, in particular not to do the following: infringe industrial property rights, copyrights or intellectual rights of third parties; in your usage behaviour, make defamatory, racist or offensive statements, or undertake such actions; transmit contents which contain viruses, Trojan horses, spyware, adware, malware or other damaging or harmful programmes; distribute unwanted advertising (spam) or any other form of nuisance.
- You are obliged to correctly notify us regarding your personal data, in particular your name, address, date of birth, phone number and email address and provide prompt information to us about any changes to this end.
- Immediately inform us regarding a loss or theft of your authentication instrument, your personalised safety features or a misuse or unauthorised use of the same. You can find the relevant contact information in the TU Support Center on our website.
- Any documents, instructions approved or any consents, confirmations, assurances, notices provided by you to TU using your authentication data in the app and/or your Signature pattern are recognized as personally signed by you and shall have the same legal effect as your documents signed by hand and may be used as a proof for the purpose of settlement of disputes between TU and you before courts and other institutions.
- Each month, if you wish so, we'll send a notification to the email address associated with your TU account, informing that you can find statement setting out details about the transactions you've made from your TU e-money account (unless more than a month has passed since we last sent you a statement and there have not been any payments to or from your TU account since). Alternatively, your statements can be accessed any time at TU Mobile App.
- You can ask us to send you a copy of these terms as they apply from time to time or you can get a copy of them from our website.
- These terms make up the entire agreement between you and us in relation to your e-money account.
- If any part of this agreement is disallowed or found not to be effective by a court or regulator, the rest of it shall continue to apply.
- We may choose not to enforce our rights against you and make this contractually binding against us by giving you a notice which expressly states that we have chosen to do so. In all other cases, if we choose not to exercise rights against you, we can still do so later.
- You may not transfer any of your rights or obligations under this agreement.
- The governing language for this contractual relationship and the communication between you and TU during the period of the contract is English. The terms and conditions are available in English. The Customer has the right to demand the communication of these contract conditions in text form at any point in time during the contract period.
- This agreement shall be concluded and interpreted in the English language. If this agreement is translated into another language, it is for reference purposes only. All communications between the parties shall be in the English language.
- This agreement shall be governed by the laws of Lithuania and any claim or dispute under these Terms shall be subject to the non-exclusive jurisdiction of the Courts of Lithuania.

## What to do if you have a complaint

- If you have a complaint related to your e-money account, [support@travelunion.eu](mailto:support@travelunion.eu)
- You may also find TU complaints policy and how TU handle and follow up security incidents and related complaints at [mytu.co](https://mytu.co)
- We will do our best to resolve your complaint as soon as possible and send you a final response by email within 15 days of receiving the complaint. If, in exceptional circumstances, for reasons beyond our control, we need more time to respond, we'll send you a holding reply within 15 days of receiving your complaint to let you know when you will receive our final response (which will be no later than 35 days from the date on which we first received your complaint).
- If you do not receive our final response on time or you are unhappy with our final response, you may be entitled to refer your complaint/ a request to the out-of-court disputes settlement institution – the Bank of Lithuania – in accordance with the procedure set out by the Law of the Republic of Lithuania on the Bank of Lithuania and the Law of the Republic of Lithuania on Consumer Protection (address: Žirmūnų g. 151, LT-09128 Vilnius, e-mail: [pt@lb.lt](mailto:pt@lb.lt), internet website: [www.lb.lt](http://www.lb.lt)).
- Please note: the ombudsman may not consider a complaint if you have not provided us with the opportunity to resolve it previously, therefore we encourage all disputes shall be settled by way of negotiations.
- In the event of the failure to settle disputes by way of negotiations or out-of-court disputes settlement institution, they shall be settled before courts of the Republic of Lithuania in accordance with the procedure set out by laws of the Republic of Lithuania.
- Alternatively, you may be able to submit your complaint via the European Commission's Online Dispute Resolution platform, which can be found at <https://ec.europa.eu/consumers/odr/>.



## Information about us

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Travel Union, UAB, is a company having its registered office at Saulėtekio ave. 17, Vilnius, Lithuania, registry code 305106882, and represented by CEO Raman Korneu acting in accordance with the Articles of Association.

TU is authorized as an electronic money institution by the Bank of Lithuania under the Electronic Money Authorisation number LB001966, issued 2020-06-04. To find out more, see the Financial Services Register organized by the Bank of Lithuania <https://www.lb.lt/lt/finansu-rinku-dalyviai/uab-travel-union> : or call the Bank of Lithuania on +370 800 50 500

We'll usually communicate with you through the TU app or emails ([support@travelunion.eu](mailto:support@travelunion.eu)).

Information and declarations, which concern your contractual relationship with us on the basis of these General Terms and Conditions or which are related to the same, should be sent to the above mentioned address, unless specified otherwise in these General Terms and Conditions.

At any time, you can view your personal data in the TU App. We collect, process and use your personal data in harmony with the applicable statutory provisions. All of the personal data collected, processed, and used under our responsibility are stored exclusively for the purpose of fulfilling our contractual relationship with you, and not longer than is required for this purpose.

This is how we will provide e-money account information and tell you about any fraud, or suspected fraud, relating to your e-money account. It is also how we will tell you if there is a security threat to your e-money account. Make sure you regularly check the TU app for this information.

To help keep your e-money account safe, download the latest software for your mobile device and the latest version of the TU app as soon as they are available.

You agree to supply information reasonably requested by Us as soon as possible, but not later than 5 (five) days after such request. You warrant that the information provided is accurate and valid and that it does not breach any laws or regulations.

The registration, processing and utilisation of your personal data is conducted under strict maintenance of the applicable legal data protection regulations. You will find further details regarding these regulations in the TU data privacy policy.