

1. General

1.1. These General Terms & Conditions (the “**General T&Cs**”) govern the provision of services by **GenToo Ltd** (“**GenToo**”, “**we**”, “**us**”, or “**our**”) to you (“**you**” or “**Customer**”), including access to and use of your account, payment instruments (if applicable), the execution of payment transactions (including physical or virtual cards, where applicable), and the provision of short-term credit products marketed as Cash Advances.

Before you are able to access or use any services provided by GenToo, you are required to:

a. confirm that all information provided by you is accurate, complete, and up to date, read and accept these General T&Cs, and confirm your agreement by completing the registration process and using the services;

b. accept any additional terms and conditions applicable to the mobile application, web platform, or third-party services used in connection with our services; and

c. provide such documents, information, photographs, or evidence as we may reasonably request in order to comply with applicable legal, regulatory, anti-money laundering, counter-terrorist financing, fraud prevention, and customer due diligence obligations.

1.2. These General T&Cs incorporate by reference any additional schedules, fee tables, cash advance terms, repayment schedules, or product-specific conditions (the “**Supplements**”).

1.3 In the event of a conflict, the relevant Supplement shall prevail for that specific product or service.

1.4 Services will be made available only after successful completion of internal checks, including regulatory, anti-money laundering, fraud prevention, and risk assessments.

1.5 Access to cash advances is subject to a prior creditworthiness assessment, which may include the evaluation of information provided by you, data obtained from third parties, and, where permitted by law, consultation of credit registers or credit bureaus.

1.6 A negative creditworthiness assessment may result in refusal, limitation, or withdrawal of access to cash advances without affecting your access to payment services, where legally permitted.

1.7. You confirm that all information and documents provided by you during the onboarding process and throughout your use of the services are true, accurate, complete, and up to date, and that you act on your own behalf and for your own account. You undertake to promptly inform us of any changes to your personal, financial, or contact details. You acknowledge that you are responsible for any losses, delays, or adverse consequences resulting from the provision of incorrect, incomplete, misleading, or outdated information or documentation.

2. Regulatory Information & Introduction

2.1 GenToo Limited is a company duly incorporated and existing under the laws of Ireland, registered with the Companies Registration Office under number 780522, with its registered office at First Floor, Penrose 2, Penrose Dock, Cork, Ireland (“**GenToo**”).

2.2 GenToo promotes and distributes a prepaid Visa card and an electronic money account to customers. GenToo acts as an authorised agent of UAB ConnectPay and does not itself provide regulated payment or electronic money services, nor does it hold customer funds.

2.3 The issuer of e-money in your GenToo Account and the provider of the payment services related to your GenToo Account is UAB ConnectPay incorporated in Lithuania with registered number 304696889, registration address and address for correspondence Algirdo St. 38, LT-03218, Vilnius, Lithuania, holding licence of the electronic money institution (“EMI”) No. 24 issued on 16th January 2018, issued by the licensing and supervisory institution is the Bank of Lithuania. GenToo acts as an authorized agent (“EMD Agent”).

2.4 The prepaid GenToo Card is issued by Wallester AS, incorporated in Estonia with registered number 11812882, registration address Ahtri 6, Tallinn 10151, a Payment Institution, authorised and supervised by the Finantsinspektsioon (Estonian Financial Supervision and Resolution Authority) Permit: 4.1-1/224, and an official Visa Principal Member..

2.5 The GenToo Card & GenToo Account are promoted by GenToo. All GenToo Cards remain the property of the relevant issuing institution and must be returned or destroyed upon request.

2.6 When you apply for a GenToo Card and GenToo Account, the account will be denominated in euro (EUR). All references to currency in these Terms and Conditions are to EUR unless stated otherwise.

2.7 No interest is payable on any balance held in your GenToo Account.

3. Services

3.1 GenToo Account (Electronic Money and Payment Services)

3.1.1 The GenToo Account is an electronic money account that allows customers to hold electronic money and access payment services, including, where applicable, transfers and card-related payment transactions.

3.1.2 The electronic money issued in the GenToo Account and the payment services related to the GenToo Account are provided by UAB ConnectPay, acting as the licensed electronic money institution. GenToo acts solely as an authorised agent of UAB ConnectPay in relation to these services and does not hold customer funds.

3.1.3 The use of the GenToo Account and the related payment services is subject to these Terms and Conditions, together with the applicable terms and conditions of UAB ConnectPay, which apply to the provision of electronic money and payment services and are available at: <https://connectpay.com/General-terms-and-conditions.pdf>

3.1.4 The use of the GenToo platform and application is also subject to the **Platform Terms of Use**, which are incorporated into these T&Cs by reference and form an integral part of them. For ease of reference, the GenToo Platform Terms of Use are set out in **Annex I** to these T&Cs.

3.2 GenToo Card (Prepaid Card Services)

3.2.1 The GenToo Card is a prepaid card linked to the GenToo Account and may be used to make payment transactions in accordance with the applicable card scheme rules.

3.2.2 The GenToo Card is issued by Wallester AS, acting as the card issuer and a Visa Principal Member. The issuance and use of the GenToo Card are subject to the applicable terms and conditions of Wallester AS, which are available at: <https://wallester.com/legal-notice>.

3.2.3 GenToo promotes the GenToo Card and provides customer support in relation to its use, acting within the scope of its role as an agent and distributor.

3.3 Relationship between Services

3.3.1 The GenToo Account and the GenToo Card are linked services. Certain transactions carried out using the GenToo Card result in corresponding debits or credits to the GenToo Account.

3.3.2 The customer acknowledges that different regulated entities are responsible for different elements of the Services, as described above, and that the applicable terms and conditions of those entities apply to the relevant services.

4. Definitions & Interpretation

4.1 Definitions

Unless the context otherwise requires, the following terms shall have the meanings set out below:

“Account” means the payment account or electronic money account opened in the name of the Customer and made available through the App for the execution of Payment Transactions.

“App” means the mobile application and/or web-based platform through which the Customer accesses the Services.

“Authorisation” means the process by which a Payment Transaction is approved by the Customer and accepted or declined in accordance with applicable payment scheme rules.

“Business Day” means a day on which banks and payment systems are generally open for business in the relevant jurisdiction, excluding Saturdays, Sundays, and public holidays.

“Card” means any physical or virtual payment card issued under a card scheme (including Visa) and linked to the Account.

“Card Scheme” means a card payment system operated by a scheme provider such as Visa, including its rules, standards, and operating regulations.

“Cash Advance” means a short-term consumer credit facility granted by GenToo to the Customer for a specified amount and duration, subject to repayment under agreed credit terms.

“GenToo”, “we”, “us”, or “our” means **GenToo Ltd**, a private limited company incorporated under the laws of Ireland, acting:

- as an authorised agent of an Electronic Money Institution for the provision of Payment Services; and
- in its own name and on its own account for the provision of Cash Advances.

“Customer”, “you”, or “your” means the natural person who has successfully completed the Sign-Up process and uses the Services.

“Politically Exposed Person” or “PEP” means a natural person who is, or has been, entrusted with prominent public functions, as well as their immediate family members and close associates, as defined under applicable anti-money laundering legislation.

“Electronic Money” has the meaning given to it under applicable electronic money legislation and means electronically stored monetary value issued on receipt of funds.

“Electronic Money Institution” or **“EMI”** means the licensed electronic money institution established in Lithuania that issues Electronic Money and provides Payment Services, for which GenToo acts as an authorised agent.

“Authorised Agent” or **“EMD Agent”** means GenToo acting on behalf of and under the responsibility of the Electronic Money Institution in accordance with applicable electronic money and payment services legislation.

“Fees” means any fees, charges, commissions, interest, or other amounts payable by the Customer in connection with the Services, as set out in the applicable Supplements.

“Payment Services” means the services relating to:

- the issuance of Electronic Money;
- the operation of the Account;
- the execution of Payment Transactions; and
- the issuance and use of the Card, as provided by the EMI in accordance with applicable law and Card Scheme rules.

“Payment Transaction” means an act initiated by the Customer or a payee to place, transfer, or withdraw funds from the Account, irrespective of any underlying contractual obligation.

“Services” means the Payment Services and Cash Advances provided under these General T&Cs.

“Sign-Up” means the registration, identification, and onboarding process completed by the Customer in order to access the Services.

“Strong Customer Authentication” or **“SCA”** means the authentication method based on the use of two or more elements categorised as knowledge, possession, or inherence, as required under applicable payment services legislation.

“Supplements” means any additional terms, product-specific conditions, fee schedules, repayment schedules, disclosures, or other documents incorporated into these General T&Cs by reference.

“Terms” or **“General T&Cs”** means these General Terms & Conditions, as amended from time to time.

“Personal Data” means any information that relates to you and can be used to identify you, either directly or indirectly. This includes, for example, your name, contact details, identification information, online identifiers, or information about your financial situation.

“Personal Data” includes any such information processed by GenToo in connection with the provision of its services, in accordance with applicable data protection laws.

“Remote Service” means communication techniques via telematics, electronic or telephone means provided by the Lender so that the can submit the Loan Application and receive the Loan Decision. For the purposes of remote contracting, this shall be understood to mean contracting carried out through the Website, App or any other means that the Lender makes available to the Loan Applicant.

“Annual Percentage Rate” or **“APR”** means the total cost of the credit to the Customer, expressed as an annual percentage of the total amount of credit, calculated in accordance with the method prescribed by applicable European and national consumer credit legislation. The APR includes, where applicable, interest and all other costs

that the Customer is required to pay in connection with the Credit Agreement and which are known to GenToo, including fees and charges, but excluding costs payable by the Customer for breach of contractual obligations.

“SECCI” or “Standard European Consumer Credit Information” means the standardised pre-contractual information document provided to the Customer in accordance with applicable European and national consumer credit legislation, prior to the conclusion of a Credit Agreement.

4.2 Interpretation

Unless the context otherwise requires:

- a. headings are included for convenience only and shall not affect interpretation;
- b. words in the singular include the plural and vice versa;
- c. references to a person include natural persons;
- d. references to laws, regulations, or Card Scheme rules include any amendments, replacements, or successor provisions;
- e. references to “including” or similar expressions shall be construed as illustrative and not limiting;
- f. in the event of a conflict between these General T&Cs and any Supplements, the relevant Supplement shall prevail in respect of the applicable Service.

5. Parties & Regulatory Status

5.1 Contracting Parties

These General Terms & Conditions constitute a legally binding agreement between:

a. **GenToo Ltd** (the **“Company”**, **“we”**, **“us”**, or **“our”**), as further identified in the *Regulatory Status* section of these General T&Cs; and

b. the natural person who completes the Sign-Up process and uses the Services (the **“Customer”**, **“you”**, or **“your”**). By entering into the Agreement you agree and confirm:

5.1.1 all the information you have provided is accurate, and you are the person whose details you have provided (and will notify us immediately if your contact details change);

5.1.2 you can enter into a legally binding agreement with us;

5.1.3 you will only use your GenToo Account for the purposes as envisaged by these Terms and Conditions;

5.1.4 you are a Spanish resident and have legal permission to be in Spain, and are 18 years old or over and capable of taking responsibility for your own actions;

5.1.5 you authorise us, at any time, to use any means that we consider necessary to verify your identity with any third party providers of information. Please refer to the Privacy Policy for more details;

5.1.6 you are acting on your own behalf and not for a third party.

5.2 Regulatory Status – Payment Services

5.2.1. GenToo acts as an authorised agent of a licensed electronic money institution, ConnectPay, established in the Republic of Lithuania (the “EMI”).

5.2.3 The EMI is authorised to issue electronic money and provide payment services in accordance with applicable electronic money and payment services legislation and is subject to supervision by the Bank of Lithuania.

5.2.4. Payment services, including the issuance of electronic money, the operation of payment accounts, and the execution of payment transactions, are provided by the EMI. GenToo acts on behalf of and under the responsibility of the EMI.

5.2.5. GenToo does **not** hold customer funds. All customer funds are safeguarded by the EMI in accordance with applicable legal requirements.

5.3. Regulatory Status – Cash Advances

5.3.1. **Cash advances** are provided by GenToo in its own name and on its own account and constitute consumer credit subject to applicable consumer credit laws.

5.3.2. GenToo is responsible for the assessment of creditworthiness, the granting of cash advances, and the administration and collection of repayment obligations.

5.3.3. The provision of cash advances is separate from the provision of Payment Services and does not affect the Customer’s access to Payment Services, unless otherwise required by law.

5.4. Card Scheme and Third-Party Providers

5.4.1. **Payment cards** are issued under international card schemes, i.e. VISA, and are subject to the applicable card scheme rules.

5.4.2. Certain Services may be provided with the support of third-party service providers, including programme managers, payment processors, open banking partners, and technical service providers, acting in accordance with applicable law.

6. Scope of Services

6.1 Payment Account and Wallet Services

6.1.1 Subject to successful completion of the Sign-Up process and applicable regulatory and internal checks, GenToo provides Customers with access to payment services through an electronic wallet or payment account (the **Account**), acting as an authorised agent of the Electronic Money Institution.

The Payment Services include:

- a. the Account Management (i.e. opening and operation of an Electronic Money Account) in the Customer’s name;
- b. the holding of e-money issued by the Electronic Money Institution in exchange for funds received;
- c. Credit transfer SEPA (outgoing/incoming); Settlement of received payments in euros (incoming).

e. the execution of card payment transactions using payment cards linked to the Account, with support for Google and Apple Pay;

f. Cash withdrawal at automated teller machines (ATMs), subject to availability and applicable limits;

h. peer-to-peer (P2P) payment transactions between users of the Services, where enabled.

6.1.2 The Account may be used to receive and repay cash advances, but its use is not limited to that purpose. GenToo may also provide budgeting-related tools and spending insights in connection with the Account.

6.2 Cards

6.2.1. GenToo facilitates the Issuance of a debit card (virtual and physical payment cards) linked to the Account.

6.2.2. A virtual card is automatically issued upon activation of the Account. Physical cards may be issued subject to availability and applicable conditions.

6.2.3. Cards may be used only with funds available in the Account and do not provide access to credit or overdraft facilities.

6.2.4. Card usage is subject to applicable Card Scheme rules, limits, and any fees set out in the applicable Supplements.

6.3 Cash Advances

6.3.1. GenToo provides short-term cash advances to eligible Customers in its capacity as a lender. Prior to entering into a cash advance agreement, the Customer will be provided, in a durable medium, with the mandatory pre-contractual information, including the **Standard European Consumer Credit Information (SECCI)**, in accordance with applicable Spanish and European consumer credit legislation.

6.3.2. Cash advances are granted on an on-demand basis and are subject to a prior creditworthiness assessment.

6.3.3. Each cash advance:

a. is granted for a fixed amount;

b. has a typical duration of thirty (30) days;

c. is repayable either in a single payment or in **partial instalments**, as agreed with the Customer and as displayed in the App or otherwise communicated to the Customer prior to repayment; and

d. is subject to a flat fee, as disclosed prior to acceptance.

6.3.4. Customers may apply for and receive cash advances by opening an account, and opting into a package that offers this product.

6.3.5. Cash advances may be disbursed:

a. to the Customer's Account; or

b. by alternative means, including delivery of a cheque to the Customer's residential address.

6.3.6. Opening or maintaining an Account is not a condition for applying for or receiving a cash advance. The availability of specific disbursement methods may depend on the Customer's circumstances and applicable legal or operational requirements.

6.3.7 Access to Payment Services and account features does not influence the outcome of a creditworthiness assessment.

6.4 Credit-Related Services

In connection with cash advances, GenToo may also provide:

- a. repayment reminders and notifications;
- b. the option to set up automatic repayments from the Account, where authorised by the Customer, without prejudice to the Customer's right to initiate repayments manually; and
- c. reporting of credit performance to credit bureaus or similar registers, where permitted by applicable law.

6.5 Ancillary and Support Services

GenToo may provide ancillary and support services, including:

- a. customer support via chat, email, or other communication channels, during office hours;
- b. transaction alerts and notifications;
- c. spending analytics and budgeting tools;
- d. access to account statements and transaction histories; and
- e. handling of disputes related to payment transactions and card usage.

6.6 Excluded Services

GenToo does not provide:

- a. deposit-taking services;
- b. savings or investment products;
- c. overdrafts or revolving credit facilities;
- d. guaranteed access to credit; or
- e. financial, legal, or investment advice.

6.7 Territorial Scope

The Services are currently offered exclusively to Customers who are residents of Spain, subject to applicable legal and regulatory requirements.

7. Remote Contracting

7.1 Conclusion of Contracts at a Distance

The Services are provided exclusively through remote means of communication, including the App, website, and electronic communications. All contracts between GenToo and the Customer, including agreements relating to Payment Services and cash advances, are concluded as **distance contracts**, without the physical presence of the parties.

7.2 Contract Formation and Acceptance

A contract is formed when the Customer:

- a. completes the Sign-Up process;
- b. is provided with all mandatory pre-contractual information applicable to the relevant Service; and
- c. confirms acceptance of the applicable terms by actively selecting a checkbox or similar mechanism indicating agreement, and proceeding with the relevant action in the App.

The Customer acknowledges that electronic acceptance by checkbox constitutes valid and binding consent and has the same legal effect as a handwritten signature.

7.3 Provision of Contractual Information

Prior to the conclusion of any contract, the Customer will be provided, in a **durable medium**, with these General Terms & Conditions, any applicable Supplements, and, where relevant, mandatory pre-contractual disclosures (including the Standard European Consumer Credit Information (SECCI) for cash advances).

The Customer may download, store, and reproduce such documents at any time through the App or via www.gentoo.es.

7.4 Language and Availability

These General Terms & Conditions and related contractual documentation are made available in Spanish and English.

In the event of any discrepancy between language versions, the Spanish version shall prevail, unless mandatory law provides otherwise.

7.5 Record-Keeping and Evidence

GenToo may record, store, and retain information relating to the conclusion of contracts, including electronic acceptances, timestamps, and related communications, for evidentiary, regulatory, and compliance purposes.

8. Role of the EMD Agent

8.1 GenToo acts as an authorised agent of the electronic money institution identified in the *Regulatory Status* section of these General Terms & Conditions (the “**Electronic Money Institution**” or “**EMI**”), which is the **contractual partner (ConnectPay)** for the provision of Payment Services.

8.2 In this capacity:

- a. the EMI, as ConnectPay, is responsible for the issuance of electronic money, the provision of Payment Services, and the safeguarding of customer funds in accordance with applicable electronic money and payment services legislation;
- b. GenToo acts on behalf of and under the responsibility of the EMI when providing access to Payment Services, including customer onboarding, the operation of the App, and customer support related to Payment Services;
- c. GenToo does not itself issue electronic money and does not hold customer funds; and
- d. GenToo acts in its own name and on its own account for the provision of cash advances and any related credit services, for which it is solely responsible.

8.3 No contractual relationship is established between the Customer and GenToo in respect of the issuance of electronic money or the safeguarding of funds, which remain the responsibility of the EMI as contractual partner.

8.4 Payment Services are governed by the EMI's own terms and conditions, which apply in addition to these General Terms & Conditions and prevail in the event of any inconsistency with respect to Payment Services.

8.5 The EMI's Terms & Conditions are available at: <https://connectpay.com/terms-and-conditions>

8.6 For the avoidance of doubt, the name and regulatory details of the EMI acting as contractual partner for Payment Services are disclosed in the *Regulatory Status* section of these General Terms & Conditions.

9. Account (E-Wallet) Opening & Use

9.1 Nature of the E-Wallet and Service Provider

The Account (the “**E-Wallet**”) is an electronic money account issued and operated by the Electronic Money Institution identified in the **Regulatory Status** section of these General Terms & Conditions (the “**EMI**”). The E-Wallet enables the holding of electronic money and the execution of payment transactions in accordance with applicable electronic money and payment services legislation. GenToo acts solely as an authorised agent of the EMI for the purpose of providing access to the E-Wallet and related Payment Services.

9.2 Eligibility and Conditions for Account Opening

The E-Wallet is available only to Customers who:

- a. are at least eighteen (18) years of age;
- b. are Spanish residents;
- c. successfully complete the required identity verification, anti-money laundering, sanctions, and fraud prevention checks; and
- d. have accepted:
 - these General Terms & Conditions,

- the EMI's Terms & Conditions governing Payment Services, and
- the applicable Privacy Notice.

The EMI and/or GenToo may refuse to open an E-Wallet or may delay activation where required by law, regulation, or internal compliance policies.

9.3 Account Opening Process and Contract Formation

9.3.1 The E-Wallet is opened through a fully remote and digital onboarding process via the App. Prior to activation, the Customer will be provided with all mandatory pre-contractual information required under applicable law.

9.3.2 The contract for Payment Services is concluded between the Customer and the EMI upon the Customer's electronic acceptance of the EMI's Terms & Conditions and successful completion of the onboarding process. These General Terms & Conditions govern the Customer's relationship with GenToo acting as EMD Agent and, where applicable, as a lender.

9.4 Permitted Use of the E-Wallet

Subject to applicable limits and verification status, the E-Wallet may be used for the following purposes:

- a. holding electronic money;
- b. receiving funds
- c. executing payment transactions, including transfers and card payments where enabled; and
- d. making repayments in respect of cash advances granted by GenToo, where applicable.

The E-Wallet is not a bank account and does not generate interest on stored balances.

9.5 Setting Up a Recurring Payment

9.5.1 You may authorise a payment to be executed on a recurring basis (for example, weekly, monthly, or at another interval selected by you) through your GenToo Account.

9.5.2 By setting up a recurring payment, you provide your consent for the specified amount to be debited automatically from your GenToo Account at the frequency and on the dates selected by you.

9.5.3 You are responsible for ensuring that sufficient funds are available in your Account on each scheduled execution date.

9.5.4. Applicable Fees

Each recurring payment may be subject to a transaction fee in accordance with the Fee Schedule and your subscription tier in force at the time the payment is executed.

9.5.4.1 The applicable fee:

- i. will be determined based on your active subscription tier on the execution date;
- ii. will be disclosed in the Fee Schedule available within the App and/or on our website; and
- iii. will be reflected in your transaction history once applied.

9.5.4.2 If you change your subscription tier, the fee applicable to future recurring payments may change accordingly.

GENTOO'S FULL FEE STRUCTURE CAN BE FOUND BELOW:

	Gratuita	Plus	Premium	Premium Plus
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Monthly Subscription

Account management	Free	€2.99	€11.99	€14.99
Cash Advance (CA) access	No	Yes	No	Yes

Card Fees

Issuance of a debit card	€4.99 card + €4.99 delivery	€4.99 card + €4.99 delivery	Free + Free delivery	Free + Free delivery
Issuance of a debit card (additional/replacement)	€4.99 card + €4.99 delivery	€4.99 card + €4.99 delivery	€3.99 card + €3.99 delivery	€3.99 card + €3.99 delivery
Issuance of a virtual debit card	Free	Free	Free	Free
Issuance of a virtual debit card (additional/replacement)	€0.49	€0.49	€0.29	€0.29
PIN change request	€0.99	€0.99	€0.99	€0.99

Top-up & Deposits

Domestic debit card top-up / repayment	1.29% of amount	1.29% of amount	1.29% of amount	1.29% of amount
International debit card top-up / repayment	2.99% of amount	2.99% of amount	2.99% of amount	2.99% of amount
Credit card top-up (domestic & international)	2.99% of amount	2.99% of amount	2.99% of amount	2.99% of amount

Payments & Transfers

Settlement of received payments in euros	€0.29	€0.29	Free	Free
Credit transfer SEPA	€0.59	€0.59	€0.59	€0.59
Card transactions in euros	Free	Free	Free	Free
Card transactions in any other currency	€0.50 + 1.2% exchange rate	€0.50 + 1.2% exchange rate	€0.50 + 1.2% exchange rate	€0.50 + 1.2% exchange rate
Chargeback / dispute fee	€30.00	€30.00	€30.00	€30.00

ATM

Cash withdrawal (EU)	€2.50 + ATM provider charges	€2.50 + ATM provider charges	1 free/month, then €2.00 + ATM provider charges	1 free/month, then €2.00 + ATM provider charges
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	Gratuita	Plus	Premium	Premium Plus
Cash withdrawal (Rest of World)	€2.50 + 2.99% of amount + ATM provider charges	€2.50 + 2.99% of amount + ATM provider charges	€2.00 + 2.49% of amount + ATM provider charges	€2.00 + 2.49% of amount + ATM provider charges
ATM balance enquiry	€0.50	€0.50	€0.50	€0.50

Other Fees

Inactivity fee	€5.00 / month	N/A	N/A	N/A
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Gentoo acts as an authorised agent of UAB ConnectPay (EMI, Bank of Lithuania licence No. 24). Cards issued by Wallester AS.

The terms used in the fee structure and throughout these Terms and Conditions include the standardised terminology required under the rules and guidance of the Bank of Lithuania for payment account services.

The definitions below are provided for customer information and shall apply where the relevant service is offered under the Account.

No.	Term of payment account-related service	Definition of payment account-related service
1	Account management	The account provider manages the account opened in the name of the client.
2	Issuance of a debit card	The account provider issues a payment card linked to the customer's account. The full amount of each payment made with the card is immediately debited from the customer's account.
3	Cash withdrawal	The customer withdraws cash from his account.
4	Credit transfer SEPA	At the client's instruction, the account provider transfers money from the client's account to another account. Euros are transferred to accounts opened in SEPA countries.
5	Settlement of received payments in euros	The account provider credits the customer's account with payments received in euros from accounts opened in SEPA countries.

9.5.5 Changes to Subscription Tier

If you upgrade or downgrade your subscription tier, any change to the applicable fees will apply to recurring payments executed after the new tier becomes effective.

9.5.5.1 It is your responsibility to review the applicable fees before each execution. You may cancel or modify your recurring payment at any time prior to the next scheduled execution.

9.5.6 Cancellation and Modification

You may cancel or modify a recurring payment at any time through the App before the next scheduled execution date. Cancellation or modification will take effect for future executions only and will not affect payments already processed.

9.5.7. Failed Payments

If sufficient funds are not available on the scheduled execution date, the recurring payment may be declined. No recurring payment will be partially executed unless expressly permitted.

9.5.8 Withdrawal of Consent

You may withdraw your consent to a recurring payment at any time by cancelling the instruction in accordance with this section. Withdrawal of consent does not affect payments executed prior to cancellation.

9.6 Prohibited and Restricted Uses

The Customer shall not use the E-Wallet for:

- a. any unlawful, fraudulent, or abusive purpose;
- b. money laundering, terrorist financing, or sanctions evasion;
- c. acting on behalf of third parties without authorisation;
- d. business or professional activities, unless expressly permitted; or
- e. any activity that circumvents applicable limits, controls, or security measures, or these Terms and Conditions.

9.6.1 The EMI or GenToo may restrict or block transactions where required to comply with legal or regulatory obligations.

9.7 Account Limits and Functional Restrictions

9.7.1 The E-Wallet is subject to balance limits, transaction limits, and usage restrictions imposed by law, the EMI, card schemes, or internal risk policies. Such limits may vary depending on the Customer's verification level, transaction history, or regulatory requirements.

9.7.2 Certain functionalities may be temporarily restricted pending completion of additional checks or documentation.

9.8 Separation from Credit and Lending Services

9.8.1 The opening and use of an E-Wallet is independent from any cash advance or credit services offered by GenToo.

9.8.2 The availability of the E-Wallet does not guarantee access to cash advances, and any decision to grant a cash advance is subject to a separate creditworthiness assessment carried out solely by GenToo. The EMI has no involvement in, and bears no responsibility for, any lending decisions.

9.9 Safeguarding of Funds

9.9.1 All funds credited to the E-Wallet are safeguarded by the EMI in accordance with applicable electronic money legislation. Customer funds are held separately from the EMI's and GenToo's own funds.

9.9.2 Electronic money balances are not covered by any deposit guarantee or investor compensation scheme.

9.10 Customer Obligations and Security

The Customer is responsible for:

- a. keeping login credentials, security features, and devices secure;
- b. using the E-Wallet personally and in accordance with these Terms;
- c. promptly notifying GenToo or the EMI of any loss, theft, or unauthorised use of the Card, Account, or App; and
- d. taking reasonable steps to prevent unauthorised access to the E-Wallet.

9.10.1 Failure to comply with these obligations may result in restrictions or suspension of the E-Wallet.

9.11 Suspension, Restriction and Termination of the Terms and Conditions and Closing User Account

9.11.1 The EMI, Card Issuer, or GenToo may suspend, restrict, or terminate access to the E-Wallet, in whole or in part, where required by law or where there are reasonable grounds relating to security, suspected unauthorised or fraudulent use, or breach of these Terms & Conditions.

9.11.2 Upon termination, any remaining electronic money balance will be redeemed in accordance with the EMI's Terms & Conditions, subject to applicable legal requirements.

9.11.3 The customer shall be entitled to unilaterally terminate these Terms and Conditions without specifying the reason by giving a 14 (fourteen) days written notice to GenToo. Communication specified in this clause shall be provided through email to soporte@gentoo.es.

9.11.4 The exercise of the right of withdrawal shall result in the termination of the contract in its entirety, including the payment and electronic money services provided by the associated electronic money institution, which are deemed to be incorporated into this contract.

9.11.5 In the event of withdrawal, the provider shall refund to the customer all amounts paid, including any funds available in the electronic wallet, without undue delay and, in any event, no later than fourteen (14) calendar days from the date on which the withdrawal request is received.

9.11.6 Notwithstanding the above, the provider may deduct only those fees corresponding to services actually provided prior to the withdrawal, provided that:

- a. the customer expressly requested the performance of such services during the withdrawal period; and
- b. such fees were clearly disclosed in advance.

9.11.7 The exercise of the right of withdrawal shall not affect payment transactions already validly executed, nor shall it give rise to the application of penalties, additional charges, or compensation in favour of the provider.

9.11.8 GenToo is entitled to terminate these Terms of Conditions with immediate effect, terminate provision of the Services to the Customer or User and close the User Account and Account if the Customer and/or User is in breach of provision 9.6 of these Terms and Conditions.

9.11.9 These Terms and Conditions may be terminated, and the Account (and User Account) may be closed by GenToo if no Payment Transactions have been performed in the Account for the period longer than thirty (30) days and there are no funds in the Account. In such a case, GenToo shall give a 60 (sixty) days' written notice to the Customer on termination of these Terms and Conditions and closure of the Account (User Account). The Customer shall have the right to object to termination of these Terms and Conditions and closure of the Account (User Account) within 14 (fourteen) days from the day of receiving GenToo's notification.

9.11.10 If no Payment Transactions have been performed in the Account for the period longer than thirty (30) days and there are funds in the Account, the GenToo shall send a reminder notice to the Customer indicating inactive Account, applicable Fees and possibility to close the Account (User Account).

9.11.11 In case of termination of these Terms and Conditions, GenToo shall deduct the amounts payable by the Customer to GenToo for the Services provided, the fines, penalties payable to the state or third parties, losses and other amounts incurred by GenToo or paid by GenToo through the fault of the Customer from the Account and where applicable under the Service Agreements from proceeds collected by GenToo and owed to the Customer. In cases where the amount of funds in the Account of the Customer is insufficient for covering the payable amounts referred to in this paragraph, the Customer shall undertake to transfer the aforementioned amounts to the account indicated by GenToo not later than within 3 (three) Business Days.

9.11.12 Termination of these General Terms & Conditions (the "Terms"), any applicable Service Agreement, or any other agreement between GenToo and the Customer shall not release the Customer from the proper performance of any obligations owed to GenToo and the Electronic Money Institution, that have arisen prior to the effective date of such termination.

9.11.13 Upon termination of these Terms and/or the relevant Service Agreement under which the E-Wallet is opened, any remaining electronic money balance held in the E-Wallet shall, at the Customer's request, be redeemed and paid to the Customer no later than five (5) Business Days from the date on which the Customer's written termination request is received, in accordance with applicable law and the EMI's terms and conditions.

9.11.14 The same five (5) Business Day period shall apply where termination occurs at the initiative of GenToo or as a result of the termination of any applicable Third-Party Terms (where relevant).

9.11.15 Any communication required under this clause shall be submitted through the relevant email, website or application interface made available to the Customer, where applicable.

9.11.16 Where the Customer has not instructed the transfer of electronic money to another payment account, the relevant funds shall continue to be safeguarded by the Electronic Money Institution in accordance with applicable law and the EMI's terms and conditions. Any redemption of electronic money shall be processed in accordance with the EMI's procedures.

9.11.17 Following termination of these Terms and Conditions and/or the Service Agreement, EMI will continue to safeguard any remaining Customer funds in accordance with applicable law. The Customer may at any time submit a written request to GenToo, to transfer the outstanding funds belonging to the Customer to the indicated in a request payment account of the Customer, subject to applicable identification/verification requirements. The Customer acknowledges that any fees relating to the issuance of electronic money, the maintenance of the E-Wallet, or the safeguarding of funds are determined and charged by the Electronic Money Institution (“EMI”) in accordance with the EMI’s Terms & Conditions.

9.11.18 Where applicable, such fees may be deducted by the EMI from the electronic money balance prior to redemption or disbursement, in accordance with applicable law.

9.11.19 GenToo acts solely as an authorised agent of the EMI in relation to Payment Services and does not independently charge safeguarding fees.

9.11.20 Upon termination of these Terms and/or the relevant Service Agreement under which the E-Wallet is opened, the E-Wallet shall be closed and will no longer be accessible by the Customer.

9.12 Availability and Changes

The E-Wallet and related Payment Services may be temporarily unavailable due to maintenance, security updates, or circumstances beyond reasonable control. The EMI and/or GenToo may modify the functionality of the E-Wallet to comply with legal, regulatory, operational, or security requirements, in accordance with applicable law. GenToo will always endeavour to notify the Customers in advance of any scheduled maintenance.

9.13 Complaints and Liability

Complaints relating to Payment Services and the operation of the E-Wallet are handled in accordance with the EMI’s complaints procedure. Complaints relating to cash advances or credit services are handled by GenToo. Further details are set out in the Complaints section of these General Terms & Conditions.

10. Physical & Virtual Card

10.1 Card Issuer and Nature of the Card

10.1.1 The physical and/or virtual payment card (the “Card”) is issued by Wallester, a Payment Institution identified in the Regulatory Status section of these General Terms & Conditions (the “Card Issuer”), pursuant to a licence granted by the relevant card scheme.

10.1.2 The issuance, processing, and operational management of the Card are performed by a third-party card issuer and/or processor acting under an outsourcing arrangement with the EMI. The EMI remains responsible for the provision of card-related payment services to the Customer in accordance with applicable law.

10.1.3 GenToo acts solely as an authorised agent of the EMI in relation to the distribution and servicing of the Card.

10.2 Eligibility and Card Issuance

10.2.1 The Card is available only to Customers who:

- a. have an active E-Wallet;
- b. have successfully completed the required identity, AML, sanctions, and fraud checks; and
- c. comply with the eligibility criteria established by the EMI and the card scheme.

10.2.2 The issuance of a Card is subject to approval by the EMI and Card Issuer. The EMI or GenToo may refuse to issue, delay, or replace a Card where required by law, regulation, card-scheme rules, or internal risk policies.

10.3 Types of Cards

10.3.1 Depending on availability and eligibility, the Customer may be issued:

- a. a virtual Card, available for immediate use via the App; and/or
- b. a physical Card, delivered to the address provided by the Customer.

10.3.2 The features and availability of each Card type may differ.

10.4 Activation and Use of the Card

10.4.1 The Card must be activated in accordance with the instructions provided in the App before use. Once activated, the Card may be used for:

- a. in-store and online payments;
- b. contactless payments, where enabled; and
- c. Cash withdrawal at ATMs, where supported.

10.4.2 All Card transactions are debited from the electronic money balance held in the E-Wallet. Where GenToo grants a cash advance, the loan amount may be credited to the E-Wallet and subsequently used via the Card. Such cash advances are governed by a separate credit agreement and are not provided by the EMI.

10.5 Card Limits and Restrictions

10.5.1 The Card is subject to transaction, spending, withdrawal, and usage limits imposed by law, the EMI, card schemes, or internal risk policies. Such limits may include:

- a. daily or monthly spending caps;
- b. ATM withdrawal limits;
- c. geographic or merchant category restrictions; and
- d. limits based on verification status.

10.5.2 The EMI or GenToo may temporarily restrict or block Card usage for security, compliance, or regulatory reasons.

10.5.3 The maximum number of Cards that may be issued to a Customer under a single Account is:

- i. Up to two (2) Physical Cards, and
- ii. Up to ten (10) Virtual Cards at any one time.

10.5.4 Virtual Cards may be created, suspended, or deleted via the Mobile App, subject to availability and system functionality.

10.5.5 Gentoo reserves the right to limit, refuse, or revoke the issuance of any Card where required for operational, security, fraud-prevention, or regulatory reasons.

10.5.6 The issuance of additional or replacement Cards does not increase any spending limits applicable to the Account.

10.6 Card Prohibited Uses

10.6.1 The Customer shall not use the Card for:

- a. unlawful or fraudulent activities;
- b. transactions prohibited by card-scheme rules;
- c. business or professional purposes, unless expressly permitted; or
- d. any activity that circumvents applicable limits or security controls.

10.6.2 Transactions may be declined or reversed where prohibited or suspected to be non-compliant.

10.7 Card & Account Fees

10.7.1 Fees applicable to the Card and Accounts, including issuance, replacement, usage, transaction, or withdrawal fees (if any), are set out in the applicable Fees Schedule to these Terms and Conditions.

10.7.2 The Fees Schedule forms an integral part of these Terms and Conditions. Fees may vary depending on the type of Card and the subscription plan selected by you.

10.8 Security, PIN, and Personalisation

10.8.1 The Customer is responsible for keeping the Card, PIN, and any security credentials safe and confidential. The PIN must not be disclosed to any third party or stored in an insecure manner.

10.8.2 The Customer must take reasonable steps to prevent unauthorised use of the Card and must comply with all security instructions provided by the EMI or GenToo.

10.9 Loss, Theft, or Unauthorised Use

10.9.3 The Customer must apply all best efforts to freeze the Card in-app, as soon as he or she becomes aware of the loss, theft, misappropriation, or unauthorised use of the Card. The Customer must also notify GenToo or the EMI without undue delay upon becoming aware of the same.

10.9.4 Upon notification, the Card will be blocked to prevent further use. Liability for unauthorised transactions will be determined in accordance with applicable payment services legislation and the EMI's Terms & Conditions.

10.10 Suspension, Replacement, and Cancellation

10.10.1 The EMI, Card Issuer, or GenToo may suspend, block, or cancel a Card where required by law, for security reasons, or in case of suspected unauthorized or fraudulent use, or breach of these Terms & Conditions.

10.10.2 A Card may be replaced upon request, subject to applicable fees and verification requirements. Upon cancellation of the E-Wallet, all associated Cards will be automatically cancelled. Replacement cards may be issued subject to eligibility and compliance with applicable requirements.

10.11 Expiry

Each Card has an expiry date displayed on the Card or in the App. An expired Card cannot be used. Once your card is nearing expiry, GenToo will reach out to outline renewal steps. Renewed cards may be issued subject to eligibility and compliance with applicable requirements.

10.12 Liability and Complaints

10.12.1 The EMI is responsible for the execution of Card payment transactions and for handling disputes and chargebacks in accordance with applicable laws and card-scheme rules.

1.12.2 Complaints relating to Card transactions and payment services are handled in accordance with the EMI's complaints procedure. Complaints relating to credit services remain the responsibility of GenToo, as set out in the Complaints section of these General Terms & Conditions.

11. Cash Advances

11.1 Nature of the Cash Advance

11.1.1 GenToo provides short-term cash advances (the "Cash Advances" or "Loans") to eligible Customers in its capacity as a lender, acting in its own name and on its own account.

11.1.2 Access to Cash Advances may be provided under a credit line framework with a maximum borrowing limit of up to €500 per any given 30 day period, subject to payment of the applicable Subscription/credit line fee and successful credit assessment.

11.1.3 Cash Advances are not provided by the Electronic Money Institution, which has no involvement in underwriting, credit decisions, loan servicing, or repayment.

11.2 Eligibility and Credit Assessment

11.2.1 Cash Advances are available to Customers who meet the eligibility criteria established by GenToo and who successfully complete a creditworthiness assessment in accordance with applicable consumer credit legislation.

11.2.2 Customers may apply for a Cash Advance through the App, where the Customer has an active E-Wallet.

11.2.3 In all cases, the granting of a Cash Advance is subject to the successful completion of GenToo's creditworthiness, affordability, fraud prevention, and regulatory checks.

11.2.4 GenToo is under no obligation to grant a Cash Advance, and the availability, amount, and terms of any Cash Advance may vary depending on the outcome of the credit assessment.

11.3 Pre-Contractual Information

11.3.1 Before entering into a Cash Advance agreement, the Customer will be provided with all mandatory pre-contractual information, including the Standard European Consumer Credit Information (SECCI), in a durable medium.

11.3.2 The Customer will have the opportunity to review the terms of the Cash Advance before acceptance. The credit agreement is concluded only after the Customer has expressly accepted the Cash Advance offer.

11.4 Loan Amount, Term, and Repayment

11.4.1 Each Cash Advance has:

- a. a fixed principal amount;
- b. a fixed repayment amount; and
- c. a fixed repayment date or repayment schedule, as disclosed in the Cash Advance agreement.

11.4.2 The Customer may make partial repayments at any time before the repayment date. Any partial repayment will reduce the outstanding balance but will not extend the agreed repayment date unless expressly agreed in writing.

11.5 Repayment Method

11.5.1 Repayment shall be made using one of the accepted repayment methods agreed in the Cash Advance agreement.

11.5.2 Unless otherwise agreed, repayment will be collected by automatic debit from the Customer's E-Wallet, pursuant to the Customer's prior authorisation.

11.5.3 Where automatic E-Wallet debit is unavailable, revoked, or not agreed, GenToo may accept/collect repayment through one of the following methods:

- SEPA bank transfer (i.e. Credit transfer SEPA and Credit transfer Ne SEPA)
- Card payment (debit or credit card);
- Direct debit, where separately authorised.

11.5.4 GenToo will not initiate payment transactions from the Customer's card or bank account without the Customer's explicit consent in accordance with applicable payment services legislation.

11.6 Disbursement of the Cash Advance

11.6.1 Once a Cash Advance is approved, the loan amount may be:

- a. credited to the Customer's E-Wallet; or
- b. issued by cheque in the Customer's name.

11.6.2 Where credited to the E-Wallet, the loan amount becomes electronic money and may be used for payments or withdrawals in accordance with the applicable E-Wallet and Card terms.

11.7 Costs, Fees, and Charges

The total cost of the Cash Advance, including any fees or charges, is disclosed in the SECCI. GenToo does not charge interest or fees other than those expressly agreed with the Customer and permitted by applicable law. No undisclosed charges apply.

11.8 Right of Withdrawal

11.8.1 The Customer has the right to withdraw from a Cash Advance agreement within fourteen (14) calendar days from the date of conclusion of the agreement, in accordance with applicable consumer credit legislation.

11.8.2 To exercise the right of withdrawal, the Customer must notify GenToo of their decision within the withdrawal period by:

- email to soporte@gentoo.es

11.8.3 Where the Customer exercises the right of withdrawal, the Customer must repay the principal amount of the Cash Advance, and any accrued costs in accordance with applicable law, within fourteen (14) calendar days from the date on which GenToo is notified of the withdrawal. No penalties or additional charges will apply beyond those permitted by law.

11.9 Early Repayment

11.9.1 The Customer may repay a Cash Advance early, in whole or in part, at any time before the agreed maturity date.

11.9.2 As the borrowing rate (TIN) applicable to the Cash Advance is enough, and no interest accrues over time, early repayment will not result in additional interest charges.

11.9.3 Where applicable, the Customer will be entitled to a reduction of any time-based costs included in the total cost of credit, in accordance with applicable consumer credit legislation.

11.9.4 GenToo does not charge any fees or provide compensation for early repayment.

11.10 No Automatic Collections

11.10.1 We **do not** automatically charge the customer's card or retrieve funds via direct debit unless:

- a. the customer has given explicit, one-time consent, and
- b. the consent is specific to that repayment transaction.

11.10.2 We do not deduct repayment from the customer's available account balance without prior authorisation.

11.11 Missed Payments and Default

11.11.1 If the Customer fails to repay a Cash Advance when due, GenToo may apply the consequences set out in the credit agreement, which may include reporting to credit reference agencies, where applicable; and

11.11.2 GenToo will aim to act fairly and proportionately when dealing with Customers in financial difficulty and will provide information on available support or repayment options where required by law.

11.12 Reminder and Notification Process

11.12.1 If repayment is not received by the due date, we will notify the customer through the following channels:

- Email reminders
- In-app notifications
- By post

11.12.2 These reminders may continue until the cash advance is repaid or until the account enters a formal collections process.

11.12.3 We reserve the right to increase the frequency of reminders as the overdue period increases.

11.13 Credit Reference Reporting

11.13.1 In accordance with Spanish credit reporting regulations, GenToo may report overdue debts to authorised credit reference agencies such as Experian.

11.13.2 Before any information is reported:

- a. The Customer will receive a formal warning notice;
- b. The notice will be sent at least thirty (30) days before the data is submitted;
- c. The Customer will be informed of the amount due and how to rectify it; and
- d. The Customer will be given the opportunity to dispute inaccuracies.

11.13.3 If the debt remains unpaid after thirty (30) days overdue, and after we have issued the required notice, we may report the overdue amount to Experian.

11.13.4 Reporting may result in the Account being suspended, restricted, or terminated, and it may affect the customer's credit score and ability to obtain credit in the future.

11.13.5 Where a legitimate dispute is in progress, negative reporting will be suspended until resolved.

11.14 Separation from Payment Services

11.14.1 The granting, servicing, and repayment of Cash Advances are entirely separate from the provision of Payment Services.

11.14.2 The EMI is not involved in credit decisions, does not assume any credit risk, and bears no responsibility for Cash Advances.

11.14.3 Repayment via the E-Wallet or Card does not affect the legal separation between Payment Services and credit services.

11.15 Suspension or Refusal of Cash Advances

GenToo may suspend or refuse access to Cash Advances where required by law, where there is a reasonable suspicion of fraud or misuse, or where the Customer no longer meets the eligibility or creditworthiness criteria.

11.16 Complaints

Complaints relating to Cash Advances or credit services must be addressed to GenToo in accordance with the Complaints section of these General Terms & Conditions.

12. Third-Party Terms and Privacy Policies

12.1 Third-Party Service Providers

12.1.1 To provide our Services, we work with selected third-party providers who process certain information necessary for the provision of electronic money, payment services, creditworthiness assessment, and credit reporting activities. These providers operate under their own terms and privacy policies, which may apply in addition to these Terms and our Privacy Policy.

12.1.2 By using our Services, you acknowledge and agree that certain data processing and service functions are carried out by third parties and are subject to their respective terms.

12.2 Electronic Money Institution (EMI) Partner

12.2.1 Electronic money and payment services offered through the Platform are issued and managed by UAB ConnectPay (“ConnectPay”) incorporated in Lithuania with registered number 304696889 registration address and address for correspondence Algirdo St. 38, LT-03218, Vilnius, Lithuania, holding the electronic money institution (“EMI”) licence No. 24 issued on 16th January 2018, their licensing and supervisory institution is the Bank of Lithuania.

12.2.2 Accordingly:

- a. the issuance of electronic money, account creation, payment execution, and safeguarding of funds are provided directly by the EMI Partner;
- b. you are required to accept ConnectPay's [Terms & Conditions](#) and [Privacy Policy](#) before we can activate your account; and
- c. In case of any conflict between our Terms and ConnectPay's terms relating to e-money or payment services, ConnectPay's terms shall prevail.

12.3 Use of Tink for Creditworthiness Assessment

12.3.1 For the purpose of assessing your creditworthiness in accordance with Spanish consumer lending regulations and PSD2, we use Tink AB (“Tink”), an authorised Account Information Service Provider (AISP).

12.3.2 By consenting to a creditworthiness assessment, you authorise Tink to:

- i. access and aggregate account information from your bank or payment accounts;
- ii. analyse transactional data; and
- iii. provide us with an assessment report or financial indicators.

You will be asked to provide explicit consent before any account information services are initiated. Tink's own [Terms of Service](#) and [Privacy Policy](#) apply to any data processed during aggregation and analysis, and are available to you at the time of consent.

We do not retain or store your banking credentials at any time.

12.4 Use of Experian for Credit Reporting and Debt Information

12.4.1 We work with Experian or other authorised credit reference agencies (“CRA”) for the purpose of:

- a. verifying your identity and credit history;
- b. reporting overdue debts, payment behaviour, or defaults in accordance with Spanish consumer credit regulations and data protection laws; and
- c. preventing fraud and financial crime.

12.4.2 Experian may provide us with risk scores, credit reports, identity verification results, and other indicators necessary for risk management.

12.4.3 Where legally required, you will be notified before information is reported to a CRA. You may exercise your data protection rights directly with the CRA pursuant to GDPR and applicable Spanish consumer law.

12.4.4 Experian’s [Privacy Policy](#) explains how they collect, use, and share personal data and can be accessed on their official website.

12.5 User Obligations When Interacting With Third Parties

12.5.1 You agree to:

- a. comply with the terms of any third-party service provider integrated into the Platform;
- b. provide accurate and complete information when required;
- c. keep your login and account information secure; and
- d. notify us immediately of any suspected unauthorized access.

12.5.2 Failure to comply may result in suspension or termination of services by us or our third-party partners.

12.6 Limitation of Responsibility for Third-Party Services

12.6.1 We act as an EMD Agent and lending service facilitator. We do not provide e-money issuance, account safeguarding, or regulated payment services ourselves.

12.6.2 To the extent permitted by law:

- a. we are not responsible for delays, failures, downtime, or errors caused by third-party providers;
- b. we do not control and are not liable for the content of third-party terms or privacy policies; and
- c. we are not responsible for accuracy of information or decisions made by our open banking or credit information partners, including Tink or Experian.

12.6.3 Your legal relationship with each third-party provider is governed by their respective terms and policies.

13. Fees, Interest & Charges

13.1 General Principles

13.1.1 This Section explains how fees, charges, and interest are applied to the Services we provide.

13.1.2 All Services are subject to the pricing conditions set out in our Fee Schedule, which forms an integral part of these Terms & Conditions.

13.1.3 In accordance with Spanish consumer law (Ley General para la Defensa de los Consumidores y Usuarios) and applicable EU legislation (PSD2 and the E-Money Directive):

- a. fees must be disclosed clearly before you enter into the contract;
- b. fees must be provided in a durable medium; and
- c. no undisclosed fees may be charged.

13.2 Fee Schedule

13.2.1 All specific amounts, rates, and cost structures (including but not limited to account fees, transactional fees, currency conversion fees, ATM-related fees, card issuance fees, and lending fees) are set out in section 9.5.4 forming part of these Terms and Conditions. For ease of reference, the same information may also be made available:

- a. on our website and mobile application;
- b. during onboarding; and
- c. in downloadable PDF format.

13.2.2 The Fee Schedule may be updated from time to time in accordance with Section 13.8 below.

13.3 Account Plans

13.1.1 We offer various account tiers (Gratuita, Plus, Premium, and Premium Plus).

13.1.2 Each tier has different included services and may be subject to different fees, all of which are detailed in the Fee Schedule.

13.1.3 Where a monthly subscription applies:

- a. the applicable fee will be charged in advance on a recurring monthly basis;
- b. the fee covers the agreed subscription period; and
- c. subscription fees are generally non-refundable once the billing period has commenced, except where required by applicable law or where otherwise expressly stated.

13.1.4 Customers may downgrade or terminate their subscription in accordance with these Terms. Changes will take effect at the end of the current billing cycle unless otherwise specified.

13.1.5 The Customer authorises Gentoo to collect the applicable subscription fee from the available balance of the Customer's account on the due date.

13.1.6 If there are insufficient funds in the account, the Customer authorises Gentoo to charge the subscription fee to any linked payment card or other payment method registered to the account.

13.1.7 Where full collection is not possible in a single transaction due to insufficient funds or authorisation limits, Gentoo may attempt to collect the outstanding amount in one or more partial transactions.

13.1.8 The Customer is responsible for ensuring that sufficient funds or valid payment methods are available to cover subscription fees.

13.1.9 If the applicable subscription fee cannot be successfully collected on the due date, Gentoo may retry the payment using the available account balance and/or any registered payment method in accordance with these Terms.

13.1.10 If payment remains unsuccessful, Gentoo may suspend the Premium or Premium Plus benefits and reclassify the account to the standard account.

13.1.11 Gentoo will notify the Customer of the failed payment and the resulting downgrade.

13.1.12 The Customer may re-subscribe to a Premium plan at any time upon successful payment of the applicable subscription fee.

13.4 Cash Advances Fees

13.4.1 Access to Cash Advances is provided under a credit line framework with a maximum borrowing limit of up to €500 per month.

13.4.2 A fixed fee of €2.99 is charged for opening or maintaining the monthly credit line, where applicable.

13.4.3 This fee:

- a. Is disclosed before the Customer accepts the credit line;
- b. is confirmed in the SECCI and individual credit documentation;
- c. forms part of the total cost of credit; and
- d. is included in the calculation of the Annual Percentage Rate of Charge (APR), where required by law.

13.4.4 No interest (TIN 0%) is applied to Cash Advances unless expressly stated in the individual credit agreement.

13.4.5 No additional charges will apply other than those disclosed in these Terms, the Fee Schedule, and the SECCI.

13.5 Payment Services and Card-Related Fees

13.5.1 Fees related to:

- a. card issuance;
- b. delivery;
- c. replacement;
- d. virtual cards;
- e. top-ups and deposits;
- f. ATM withdrawals and balance checks,
- g. currency conversion and any other payment related services,,

are specified in the Fee Schedule and may differ based on the selected account type.

13.5.2 The customer is responsible for any additional fees charged by third parties such as ATM operators, card schemes or currency processors.

13.6 Currency Conversion Charges

13.6.1 Where transactions are made in a currency other than EUR, applicable conversion fees and card scheme exchange rates are listed in the Fee Schedule.

13.6.2 We do not apply higher commissions or hidden markups beyond what is expressly stated.

13.7 Inactive Accounts

13.7.1 An account will be considered inactive if no customer-initiated transactions (including payments, transfers, withdrawals, or card transactions) are carried out for a continuous period of 30 days.

13.7.2 Where a Gratuita account remains inactive for more than 30 consecutive days and maintains a positive balance, a monthly inactivity fee of €5 may be charged.

13.7.3 Prior to applying the inactivity fee, Gentoo will notify the Customer using the contact details registered in the account.

13.7.4 No inactivity fee will be charged where the account balance is zero.

13.7.5 The inactivity fee will cease to apply once the Customer performs a qualifying transaction.

13.8 Changes to Fees

13.8.1 We may change the Fee Schedule to reflect operational, regulatory, or market developments.

13.8.2 Any changes will be communicated:

- i. at least two (2) months in advance for consumer accounts; and
- ii. via email or another durable medium.

13.8.2 If you do not accept the updated fees, you may terminate your account free of charge before the effective date.

13.8.2 Continued use of the Services after the effective date constitutes acceptance of the updated Fee Schedule.

13.9 Fee Disputes

13.9.1 If you believe a fee has been incorrectly applied, you must contact us without delay.

13.9.2 We will investigate and, where applicable, reimburse incorrectly applied fees or provide a written explanation of the charge.

13.9.3 Where the fee originates from another third-party provider (e.g., card scheme or ATM network), you may be directed to their own claims or dispute process.

14. Promotions

14.1 General

14.1.1 GenToo may from time to time offer promotional campaigns, incentives, or referral programmes in connection with its services.

14.1.2 All promotions are subject to these Terms and any additional conditions communicated at the time of the offer.

14.1.3 GenToo reserves the right to modify, suspend, or withdraw a promotion at any time, provided that such changes do not adversely affect rewards already validly earned.

14.2 Referral Reward (€10 Active Account Bonus)

14.2.1 GenToo may offer a referral reward of €10 to an eligible Customer (“Referrer”) for each new customer (“Referred Customer”) who:

- a. Registers using the Referrer’s unique referral link or code;
- b. Successfully completes identity verification and onboarding; and
- c. Activates their account in accordance with the applicable promotion criteria.

14.2.2 For the purposes of this promotion, an “Active Account” means an account that has completed onboarding and meets the minimum activity requirements specified in the promotional terms (which may include funding the Wallet, completing a transaction, or other qualifying activity).

14.2.3 The €10 reward will be credited to the Referrer’s E-Wallet once all eligibility criteria have been met.

14.3 Eligibility and Limitations

14.3.1 The referral reward:

- a. Is available only to customers with accounts in good standing;
- b. may be subject to a maximum number of referrals per Referrer;
- c. cannot be transferred, exchanged, or redeemed for cash outside the Wallet; and
- d. may not be combined with other promotions unless expressly stated.

14.3.2 Self-referrals, duplicate accounts, or attempts to manipulate the promotion are strictly prohibited.

14.4 Fraud and Abuse

14.4.1 GenToo reserves the right to withhold, cancel, or reclaim promotional rewards where:

- a. Fraudulent activity is suspected;
- b. multiple accounts are created to benefit from the promotion;
- c. the promotion is used in breach of these Terms; or
- d. required AML/KYC checks are not completed.

14.4.2 Participation in the promotion does not create a right to future rewards.

14.5 Tax Responsibility

Customers are solely responsible for any tax obligations arising from participation in a promotion, where applicable under Spanish law.

14.6 No Credit Relationship

Promotional rewards do not constitute consumer credit and are separate from any Cash Advance agreement.

15. User Obligations

15.1 Accuracy of Information

15.1.1 Users must provide true, accurate, complete, and up-to-date information at all times.

15.1.2 This includes, but is not limited to:

- a. identity details;
- b. contact information;
- c. bank account details;
- d. address and delivery details;
- e. financial information for creditworthiness assessment.

15.1.2 Users must promptly update their information in case of any changes.

15.2 Security and Access Credentials

15.2.1 Users are responsible for:

- a. keeping login credentials secure;
- b. not sharing passwords or authentication codes;
- c. safeguarding devices used to access the app or website.

15.2.2 Any suspected unauthorized access must be reported to us immediately.

15.2.3 We may suspend or restrict access to protect the user's account.

15.3 Proper Use of Cash Advances and Payment Services

15.3.1 Users agree to:

- a. use Cash Advance funds in accordance with the Cash Advance terms;
- b. repay the Cash Advance by the due date;
- c. not misuse cheque-based cash advances;
- d. not attempt to obtain multiple Cash Advances fraudulently.

15.3.2 Any misuse may result in service suspension or reporting to authorities when required by law.

15.4 Compliance with AML/CTF Regulations

15.4.1 Users must comply with anti-money laundering and counter-terrorism financing requirements by:

- i. providing requested verification documents (KYC);
- ii. cooperating in identity or transaction reviews;
- iii. not engaging in suspicious or prohibited activities.

15.4.2 Failure to comply may result in account suspension, reporting to authorities, or refusal of service.

15.5 Prohibited Activities

15.5.1 Users must not engage in any of the following:

- i. using the account for illegal or fraudulent purposes;
- ii. attempting to bypass payment limits or restrictions;
- iii. using false identities or impersonating others;
- iv. initiating chargebacks without legitimate grounds;
- v. manipulating or abusing Cash Advance eligibility criteria;
- vi. attempting unauthorized access to our systems.

15.5.2 Violation of these obligations may lead to service termination and legal action where applicable.

15.6 Responsibility for Fees and Charges

15.6.1 Users are responsible for:

- i. paying applicable fees as outlined in the Fee Schedule;
- ii. ensuring their repayment funds are available;
- iii. covering charges applied by third-party providers (e.g., ATM operators).

15.6.2 The applicable fees and charges are detailed in the Fee Schedule. GenToo will notify Users of any changes to the Fee Schedule at least two (2) months in advance, in accordance with applicable law. Users are encouraged to review the Fee Schedule regularly to remain informed of any applicable fees.

15.7 Communication Obligations

15.7.1 Users agree to:

- i. monitor their email and app notifications;
- ii. read repayment reminders and important account notices;
- iii. respond promptly to requests for additional information.

15.7.2 Failure to monitor communications does not exempt users from obligations.

15.8 Reporting Issues

15.8.1 Users must notify us promptly if they:

- a. detect errors or unauthorized transactions;
- b. lose access to their account or device;
- c. suspect fraud or security incidents.

15.8.2 We will investigate the matter and take appropriate action where necessary.

15.9 Consequences of Non-Compliance or Suspicious Activity

15.9.1 If we detect unusual, suspicious, or unlawful activity, or if you breach these Terms & Conditions, we may, without prior notice where permitted by law:

- a. suspend or terminate the account;
- b. restrict services;
- c. block card or payment functionality;
- d. refuse new Cash Advances;
- e. request additional identity verification or supporting documentation;
- f. escalate overdue repayments to collections;
- g. report the matter to relevant authorities if required.

15.9.2 These actions may be taken without prior notice in urgent cases. We will act proportionately and in accordance with applicable Spanish and EU legislation.

16. Security

16.1 General Security Commitment

We are committed to maintaining the security of your account, personal data, and transactions. We implement technical and organisational measures designed to protect against unauthorised access, loss, alteration, and misuse of information, in accordance with applicable EU and Spanish laws, including PSD2, GDPR, and cybersecurity standards.

16.2 Strong Customer Authentication (SCA)

16.2.1 Access to the Platform and use of payment or cash advance services may require identification through Strong Customer Authentication (SCA), which may include:

- i. a password or PIN;
- ii. a one-time verification code (OTP);
- iii. biometric authentication (fingerprint or face ID);
- iv. device-based verification.

16.2.2 You must follow all authentication instructions and not disable or interfere with security features.

16.3 User Responsibility for Security

16.3.1 You agree to:

- a. keep your login credentials confidential;
- b. protect device(s) used to access the Platform;
- c. not share access passcodes or passwords with anyone;
- d. log out after using the service, especially on shared devices;
- e. update your operating system and app when required;
- f. notify us immediately of any suspicious activity.

16.3.2 You are responsible for any actions carried out using your account until we are notified of potential compromise.

16.4 Security of Cards and Payment Credentials

16.4.1 Users who receive a physical or virtual Card through the Platform must:

- i. keep the Card secure;
- ii. never share your physical Card, card numbers, PINs, or CVV codes with anyone;
- iii. report lost or stolen Cards immediately;
- iv. not store card details in insecure locations; and
- v. follow instructions for safe activation and use of the Card.

16.4.2 We may disable or block the card if misuse or security risks are detected.

16.5 Fraud Prevention and Monitoring

16.5.1 We monitor transactions and account activity to detect fraud, suspicious behaviour, and unauthorised access.

16.5.2 This may include:

- i. automated risk monitoring;
- ii. behavioural analysis;
- iii. transaction pattern checks; and
- iv. sanctions and fraud database checks.

16.5.3 We reserve the right to take immediate protective measures where necessary.

16.6 Reporting Security Incidents

16.6.1 Users must notify us immediately if:

- a. their login details may have been compromised;
- b. a device used to access the Platform is lost, stolen, or potentially accessed by an unauthorised person;
- c. there is unauthorised access or suspicious activity;
- d. a card or cheque issued for repayment is lost; or
- e. Phishing or scam attempts appear to come from us.

16.6.2 Notifications must be made through the official contact channels provided in these Terms.

16.6.3 Failure to promptly report incidents may increase the risk of financial loss and impact your rights under PSD2 protections.

16.7 Temporary Account Restrictions for Security

16.7.1 We may temporarily restrict, suspend, or limit access to your account if we reasonably believe:

- a. your credentials have been compromised;
- b. unusual or high-risk activity is detected;
- c. there is a breach of these Terms;
- d. you fail to provide required verification;
- e. fraud or misuse is suspected.

16.7.2 We will inform you of any such restrictions unless doing so would compromise security or violate legal requirements.

16.8 Malware, Phishing, and Unauthorised Access

16.8.1 You must take reasonable steps to protect your devices, including:

- a. using antivirus and device security tools;
- b. avoiding insecure Wi-Fi networks when accessing the Platform;
- c. not clicking suspicious links or attachments;
- d. not responding to fraudulent messages requesting personal or financial information.

16.8.2 We will never ask you to provide your password or full card details by email, phone, or messaging.

16.9 Cooperation with Investigations

16.9.1 If we suspect fraud or unauthorised activity, you agree to cooperate with us and, if required, with law enforcement authorities. Cooperation may include:

- i. confirming recent transactions;
- ii. providing documentation;
- iii. filing a police report (if requested);
- iv. verifying identity information.

16.9.2 We may pause transactions during investigations.

16.10 Liability for Security Breaches

16.10.1 Our responsibility for security incidents is governed by applicable law and these Terms. However:

- you may be held responsible for losses resulting from negligent behaviour (e.g., sharing passwords or security credentials); and
- we are not responsible for losses caused by third-party systems outside our control (e.g., network outages, external service providers).

16.10.2 Further details are included in the Liability section of these Terms.

17. Restrictions and Prohibited Use

17.1 General Restrictions

You agree to use the Platform and Services only for lawful, personal purposes and in accordance with these Terms. You must not use the Services in any way that could harm, disrupt, or interfere with the operation, security, or integrity of the Platform, our systems, or those of our partners (including the EMI Partner).

17.2 Prohibited Activities

17.2.1 Users are strictly prohibited from engaging in any of the following activities:

i. Fraudulent or Deceptive Conduct

- i. providing false, incorrect, or misleading information;
 - ii. using fake identities or impersonating another person;
 - iii. attempting to obtain loans or cash advances fraudulently;
 - iv. falsifying documents or bank information.
- ii. **Unauthorised Access or System Misuse**
 - i. accessing the Platform using automated tools, bots, scripts, or scraping technology;
 - ii. interfering with security features, bypassing authentication, or tampering with systems;
 - iii. attempting to reverse engineer, copy, or modify the Platform's software;
 - iv. using the account of another person or allowing others to use your account.
- iii. **Misuse of Payment or Cash Advance Services**
 - i. using the Services for any illegal or prohibited purpose;
 - ii. attempting to bypass limits, restrictions, or eligibility criteria;
 - iii. repaying cash advances with stolen or unauthorised payment methods;
 - iv. initiating chargebacks without legitimate grounds;
 - v. abusing the lending system or obtaining repeated advances without intent to repay.
- iv. **Illegal or High-Risk Uses**
 - i. money laundering, terrorist financing, or sanctions-related violations;
 - ii. fraud or online scams;
 - iii. illegal gambling, betting, or games of chance;
 - iv. the sale of illegal goods, counterfeit items, or prohibited substances;
 - v. pyramid schemes, Ponzi schemes, or investment fraud;
 - vi. unlicensed financial services or money remittance.

17.2.2 We reserve the right to suspend or terminate accounts that engage in or attempt such activities.

17.3 Misuse of Cards or Account Credentials

17.3.1 The following behaviour is strictly prohibited:

- a. sharing card details, PINs, CVV codes, passcodes or passwords;
- b. storing card or login details in insecure locations;
- c. deliberately attempting to cause card declines to avoid repayment; or
- d. using cards obtained through fraudulent means.

17.3.2 If we detect misuse, the card or account may be blocked immediately for security.

17.4 Abuse of the Platform

17.4.1 Users must not:

- a. upload harmful content (viruses, malware, phishing links);
- b. send spam, abusive messages, or threats to staff or other users;
- c. attempt to manipulate the Platform for personal gain; or
- d. resell or transfer access to the Services without permission.

17.4.2 Any such behaviour may lead to suspension or termination of your account.

17.5 Restrictions Related to Loan and Cheque Handling

17.5.1 Users must not:

- a. attempt to alter, forge, or tamper with any cheque issued as part of repayment;
- b. cash a cheque intended for repayment for other purposes;
- c. submit invalid or blocked cards for repayment; or
- d. avoid repayment deliberately by blocking payment methods.

17.5.2 Violation may result in immediate suspension and escalation to collections or other authorities.

17.6 Regulatory Compliance

17.6.1 To comply with Spanish and EU regulations (including PSD2, AML/CTF, and consumer credit rules), you must:

- a. cooperate with identity verification (KYC) requests;
- b. provide documentation when required;
- c. respond to account review or compliance checks; and
- d. not obstruct investigations or monitoring procedures.

17.6.2 Failure to comply may result in account restrictions or reporting to authorities.

17.7 Consequences of Restricted or Prohibited Use

17.7.1 If you violate any part of this section, we may, at our discretion:

1. restrict or suspend access to the Platform;
2. block your card or account;
3. refuse to issue new cash advances;
4. reverse or cancel transactions;
5. terminate your account without notice (where legally permitted);
6. report suspicious activity to authorities, payment networks, or financial partners; and
7. initiate collection procedures for outstanding repayments

17.7.2 These measures may be taken immediately if necessary to protect security or comply with legal obligations.

18. Transaction Limits

18.1 Overview

18.1.1 For security, regulatory, and operational reasons, certain limits apply to the use of the Platform and the services provided through it. Transaction limits are imposed to prevent fraud, comply with anti-money laundering (AML/CTF) requirements, and ensure safe operation of payment and lending activities.

18.1.2 The limits described below may be set by:

- A. our company;
- B. our Electronic Money Institution (“EMI Partner”);

- C. card schemes (Visa/Mastercard); or
- D. applicable law and regulations.

18.2 Types of Transaction Limits

18.2.1 The following types of limits may apply to your account:

A. Funding / Deposit Limits

Limits may be applied to deposits made via:

- i. debit or credit cards;
- ii. bank transfers; or
- iii. other supported funding methods.

These limits may include:

- i. maximum amount per transaction;
- ii. daily total limit;
- iii. monthly total limit; or
- iv. number of transactions allowed per day.

B. Withdrawal Limits

ATM withdrawal amounts may be limited by:

- i. amount per withdrawal;
- ii. number of withdrawals per day;
- iii. daily or monthly maximums;
- iv. card network rules; or
- v. ATM operator restrictions.

18.2.2 Non-EU withdrawals may have additional limits due to FX and risk considerations.

C. Transfer Limits

Transfers such as Credit transfer SEPA and Credit transfer Ne SEPA (SEPA IN/OUT) may be subject to:

- i. maximum single transfer amount;
- ii. daily or monthly cumulative limits;
- iii. regulatory thresholds; or
- iv. enhanced verification requirements.

D. Card Payment Limits

Physical and virtual cards may have:

- i. per-transaction limits;
- ii. contactless payment limits;
- iii. online purchase limits; or
- iv. daily spending caps.

18.2.3 These are determined for fraud prevention and may vary depending on user risk profile.

E. Loan / Cash Advance Limits

Cash advance products offered through the Platform may include:

- i. maximum cash advance amount;
- ii. frequency limits (e.g., one cash advance at a time);
- iii. eligibility rules based on financial assessment; and
- iv. repayment history requirements.

18.2.4 These limits are defined in your cash advance agreement and communicated before acceptance.

18.3 Dynamic Limits Based on Risk Assessment

18.3.1 We may adjust limits based on ongoing risk evaluation. This may include:

- a. identity verification status (KYC level);
- b. transaction behaviour and patterns;
- c. fraud or suspicious activity indicators;
- d. overdue or unpaid cash advances;
- e. compliance with AML/CTF rules;
- f. operational or technical risk; and
- g. regulatory updates

18.3.2 Your limits may be increased or decreased automatically depending on your risk profile.

18.4 Temporary Holds and Restrictions

18.4.1 We may temporarily apply lower limits or restrict certain types of transactions if:

- a. unusual or high-risk activity is detected;
- b. your identity verification is incomplete;
- c. you have overdue repayments;
- d. we require additional documentation;
- e. there is evidence of account compromise; and
- f. system maintenance or technical issues occur.

18.4.2 These restrictions are designed to protect both the customer and the integrity of the financial system.

18.5 Increasing or Adjusting Limits

18.5.1 You may request to increase your limits. An increase may require:

- a. additional identity verification;
- b. proof of address;
- c. proof of income or financial documentation;
- d. enhanced due diligence checks; and
- e. confirmation of transaction purpose.

18.5.2 We may approve or decline requests based on regulatory obligations, internal policies, or risk analysis.

18.6 Notification of Limit Changes

18.6.1 We will notify you of significant changes to transaction limits:

- a. in the app;
- b. via email; or
- c. in another durable medium.

18.6.2 However, we may adjust limits without prior notice if required for security, fraud prevention, or regulatory compliance.

18.7 Compliance With Legal and Regulatory Limits

18.7.1 Certain regulatory thresholds apply under Spanish and EU law, including:

- a. anti-money laundering reporting thresholds;
- b. maximum anonymous e-money limits (if applicable);
- c. PSD2 strong customer authentication rules; and
- d. fraud monitoring requirements.

We must enforce these limits as part of our legal obligations.

18.8 User Responsibility

18.8.1 You are responsible for:

- a. being aware of the limits applicable to your account;
- b. monitoring your own transactions;
- c. ensuring you do not exceed your account or card limits; and
- d. providing required documents when asked.

Attempting to circumvent limits may result in account suspension or termination.

19. Suspension and Termination

19.1 Right to Suspend or Restrict the Account

19.1.1 We may temporarily suspend, restrict, or limit access to your account or certain Services (including payments, card use, cash advances, withdrawals, or transfers) if we reasonably believe that any of the following conditions apply:

- a. there is suspected fraud or unauthorised use of your account;
- b. your login credentials or security details may have been compromised;
- c. you have failed or refused to complete required identity verification (KYC);
- d. you have provided false, inaccurate, or incomplete information;
- e. you are in breach of these Terms & Conditions;
- f. you have overdue repayments on any loan or cash advance;
- g. we are required to comply with AML/CTF laws or sanctions regulations;
- h. unusual or high-risk activity is detected; or
- i. there are operational or technical issues that require temporary restriction.

19.1.2 Where legally permitted, we will notify you of a suspension and the reasons for it.

19.1.3 If we are prevented from notifying you for regulatory or security reasons, we will inform you as soon as circumstances allow.

19.2 Your Obligations During Suspension

19.2.1 If your account is suspended:

- a. you must stop using the Services immediately;
- b. you must respond to any requests for information or verification;
- c. you must repay any outstanding amounts in accordance with Our Fee Schedule and/or your Loan Agreement; and
- d. you must not attempt to bypass or evade the suspension.

19.2.2 Failure to cooperate may lead to termination of your account.

19.3 Termination by the Customer

19.3.1 You may close your account at any time by contacting us through the official channels.

19.3.2 Before the account can be closed:

- a. all outstanding payments, cash advances, or fees must be settled, and
- b. all card-linked services or direct debit mandates must be cancelled.

19.3.3 Closing your account does not affect any legal rights or obligations accrued before termination.

19.4 Termination by Us

19.4.1 We may terminate your account and access to the Services with at least two (2) months' notice, except where immediate termination is justified by law or by the circumstances listed below.

19.4.2 Immediate termination may occur if:

- a. you commit fraud or attempt unlawful activity;
- b. you severely or repeatedly breach these Terms;
- c. you refuse to provide required KYC or verification information;
- d. you provide false or misleading information;
- e. you misuse lending services or attempt to avoid repayment;
- f. you use the Services for prohibited or illegal activities;
- g. you are involved in sanctions violations or money laundering risk; or
- h. we are instructed by authorities or required by law.

19.4.3 We may also terminate access if the EMI Partner ends your e-money or payment account.

19.5 Effect of Termination

19.5.1 Upon termination:

- a. access to the Platform will be disabled;

- b. your card(s) will be blocked;
- c. any pending transactions may be cancelled;
- d. you must immediately repay any outstanding cash advance balance or other Fees;
- e. no new transactions or cash advances will be permitted; and
- f. any remaining e-money must be redeemed in accordance with EMI Partner rules.

19.5.2 Termination does not affect:

- a. any outstanding debts
- b. our right to recover sums owed
- c. your obligations under these Terms that continue by nature (e.g., repayment, liability, legal compliance)

19.6 Debt Recovery After Termination

19.6.1 If your account is terminated with an outstanding balance:

- a. we may continue to contact you regarding repayment;
- b. overdue amounts may be referred to an authorised collections agency;
- c. we may report outstanding debts to credit reference agencies such as Experian, subject to required notices; and
- d. legal action may be taken if necessary and proportionate.

19.6.2 Termination of your account does not cancel your debt obligations.

19.7 Appeals and Reinstatement

19.7.1 If you believe your account was suspended or terminated in error, you may contact us to request a review.

19.7.2 Reinstatement is not guaranteed and will depend on:

- a. completion of verification checks;
- b. risk assessment;
- c. repayment of outstanding amounts;
- d. compliance with regulatory obligations.

19.7.3 We may refuse reinstatement at our discretion and in accordance with applicable law.

19.8 No Liability for Lawful Suspension or Termination

19.8.1 To the extent permitted by law, we are not liable for losses you may suffer due to lawful suspension or termination, especially where required for:

- a. fraud prevention;
- b. compliance with regulations;
- c. security reasons;
- d. overdue repayment; or
- e. incorrect or missing information provided by you.

This does not affect your statutory consumer rights.

19.9. Inactivity and Account Closure

19.9.1 Where no customer-initiated payment transaction has been performed on the GenToo Account for a continuous period of more than thirty (30) days, the account will be considered inactive.

(a) Accounts with Remaining Funds

Where the GenToo Account maintains a positive balance, GenToo shall not terminate the account solely due to inactivity. In such cases, GenToo may apply the applicable inactivity fee in accordance with Section 13.7.2 – Inactive Accounts, provided that prior notice has been given to the Customer.

The Customer may at any time reactivate the account by performing a qualifying transaction or may request redemption of the remaining funds in accordance with these Terms and Applicable Law.

(b) Accounts with Zero Balance

Where the GenToo Account remains inactive and the balance is zero, GenToo may notify the Customer of its intention to terminate the agreement.

If no activity is registered within thirty (30) days from such notification, GenToo may close the GenToo Account without further notice.

Termination under this clause shall not affect the Customer's right to re-apply for a new account, subject to acceptance under GenToo's onboarding requirements.

19.10 Effect of termination

19.10.1 Upon termination of the GenToo Account:

- a. the Customer's right to use the GenToo Account and any associated payment instruments shall cease;
- b. GenToo may retain Customer data only for as long as required by applicable legal and regulatory obligations.

20. Data Protection and Privacy

GenToo processes personal data in accordance with applicable data protection laws, including Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) and Spanish data protection legislation.

Full details of how we collect, use, store, and protect personal data, including information about data retention, data subject rights, and international transfers, are set out in our Privacy Policy, which forms an integral part of these Terms and is available on our website and within the App.

20.1 Data Controller

GenToo (“we”, “us”) is the Data Controller responsible for determining the purposes and means of processing personal data collected through the Platform.

Our Electronic Money Institution partner (“ConnectPay”) acts as a Data Processor when providing regulated payment and electronic money services on our behalf.

20.2 Categories of Personal Data We Collect

20.2.1 We collect and process the following categories of personal data, depending on how you use the Services:

- a. Identification data: name, date of birth, ID/Passport number;
- b. Contact information: address, email, phone number;
- c. Financial information: account details/ statements, card details (tokenised);
- d. Employment and economic information: employment status, monthly income, account purpose;
- e. Transaction data: deposits, withdrawals, transfers, card transactions;
- f. Creditworthiness data via Tink (AISP);
- g. Credit reporting via Experian;
- h. KYC/AML documentation: ID images, proof of address, liveness checks;
- i. Security and technical data: IP address, device identifiers, login logs, behavioural patterns.

20.2.2 We only process the data necessary for the purposes described in this Section.

20.3 Purposes of Processing

We process personal data for the following purposes:

- a. Account creation and management;
- b. Identity verification (KYC) and AML/CTF compliance;
- c. Creditworthiness assessment using Tink;
- d. Loan issuance, repayment processing, and collections;
- e. Fraud prevention, detection, and monitoring;
- f. Provision of payment, card, and e-money services via the EMI Partner;
- g. Customer service and communication;
- h. Regulatory reporting and compliance;
- i. Marketing communications (only if Customer has opted in);
- j. Reporting overdue debts to Experian, where legally permitted and with prior notice.

20.4 Legal Basis for Processing

20.4.1 Processing is carried out under the following lawful bases under the GDPR:

- a. Contract performance (Art. 6.1(b)): providing the Services you request;
- b. Legal obligation (Art. 6.1(c)): KYC/AML, financial regulations, tax laws;
- c. Legitimate interests (Art. 6.1(f)): fraud prevention, security monitoring;
- d. Consent (Art. 6.1(a)):
 - i. access to financial data via Tink
 - ii. receipt of marketing communications

Where we rely on consent, you may withdraw it at any time.

20.5 Sharing of Personal Data With Third Parties

20.5.1 We may share personal data with trusted third-party service providers strictly for the purposes described above:

- a. **ConnectPay** (e-money accounts, cards, payments and electronic money processing);
- b. **Tink** (AISP providing account information for creditworthiness);
- c. **Experian** (credit reporting of overdue loans after required notice);
- d. **Amazon AWS** (cloud hosting and data infrastructure);
- e. IT, security, analytics, and support providers (where necessary).

20.5.2 All third parties are contractually required to process data securely and in accordance with GDPR and Spanish data protection law.

20.6 International Data Transfers

20.6.1 Some of our service providers (including support tools) may access data from outside the EU/EEA. Where this occurs, we ensure appropriate safeguards are in place, such as:

- a. Standard Contractual Clauses (SCCs);
- b. Supplementary technical and organisational measures;
- c. Adequacy decisions, where applicable.

20.6.2 We continuously evaluate the level of protection to ensure compliance.

20.7 Marketing Communications

20.7.1 We only send marketing or promotional communications:

- a. to users who have explicitly opted in; and
- b. only for products and services similar to those they use.

20.7.2 You can withdraw consent at any time by clicking “unsubscribe” in the communication or by contacting us directly.

20.8 Data Retention

20.8.1 We retain personal data only for:

- a. as long as your account is active; and
- b. the periods required by applicable law and regulatory obligations, including anti-money laundering and financial services regulations, which in Spain may require retention for up to five (5) to ten (10) years.

20.8.2 After the retention period, data is securely deleted or anonymised in accordance with GDPR.

20.9 User Rights Under GDPR

You have the following rights regarding your personal data:

- a. Right of access;
- b. Right of rectification;

- c. Right to erasure (“right to be forgotten”);
 - d. Right to restriction of processing;
 - e. Right to data portability;
 - f. Right to object;
 - g. Right to withdraw consent at any time;
- Right to lodge a complaint with the Spanish Data Protection Authority (AEPD).

20.10 Exercising Your Rights

20.10.1 You may exercise your GDPR rights by contacting us at: dpd@GenTooapp.com

20.10.2 We may request proof of identity to confirm your request.

20.0.3 We will respond within the timeframes required by GDPR.

20.11 Security Measures

20.11 We implement technical and organisational measures to protect your data, including encryption, access controls, fraud monitoring, and secure storage protocols. However, users must also follow security obligations described in Section 16.

20.12 Updates to This Section

We may update this Data Protection and Privacy section to reflect legal, operational, or regulatory changes. Any material updates will be communicated in a durable medium.

21. Marketing & Communications

21.1 Service Communications

We may send you service-related communications that are necessary for the operation of your account, including:

- a. account notifications
- b. cash advance updates or repayment reminders
- c. security alerts
- d. technical notices
- e. changes to terms or policies

These communications are not considered marketing and are sent regardless of marketing preferences, as they are essential for the performance of the contract or required by law.

21.2 Marketing Communications (Opt-In Only)

21.2.1 We will only send marketing communications if you have **explicitly opted in** to receive them.

21.2.2 Marketing communications may include:

- a. new product or feature announcements;
- b. service updates or improvements;
- c. special offers or campaigns (if applicable);
- d. customer surveys or feedback requests.

21.2.3 You may withdraw your consent at any time without affecting access to the Services.

21.3 How to Withdraw Consent

You can unsubscribe from marketing communications at any time by:

- a. clicking “unsubscribe” in any marketing email, or
- b. updating preferences in your account settings

Once you withdraw consent, we will stop sending marketing communications, although we may still contact you regarding essential service matters as described in Section 21.1.

21.4 Types of Communication Channels

If you opt in, we may send marketing messages through:

- a. email
- b. in-app notifications
- c. push notifications
- d. SMS

We will not send marketing messages by telephone unless required by law and expressly authorised by you.

21.5 Third-Party Marketing

21.5.1 We do not sell, rent, or share your personal data with third parties for their own marketing purposes.

21.5.2 We may use authorised service providers (e.g., email delivery platforms or CRM tools) to send communications on our behalf, but they cannot use your data for their own purposes.

21.5.3 All such providers comply with GDPR and only process your data pursuant to our instructions.

21.6 Personalisation of Communications

If you consent to receive marketing, we may tailor communications based on:

- a. account information and activity;
- b. product usage;
- c. preferences indicated in your profile;
- d. general demographic information.

Personalisation helps ensure communications are relevant and useful to you.

21.6.1 You may request non-personalised communications at any time.

21.7 Accuracy of Contact Information

21.7.1 You are responsible for ensuring that your email address and contact details are accurate and up to date.

21.7.2 If you fail to update your contact information, we cannot be held responsible for missed communications.

21.8 Regulatory and Legal Notices

Regardless of marketing preferences, we may contact you to comply with legal or regulatory obligations, including:

- a. updates to these Terms & Conditions;
- b. privacy notices;
- c. risk warnings;
- d. security matters;
- e. compliance requests.

These cannot be opted out of, as they are required for transparency and regulatory compliance.

22.Complaints & Dispute Resolution

22.1 How to Submit a Complaint

If you are dissatisfied with any aspect of the Services, you can submit a complaint by contacting us through:

soporte@GenToo.es

Please include:

- a. your name
- b. account details
- c. a description of the issue and any relevant documentation
- d. the telephone number and / or e-mail associated with the account

We will acknowledge receipt of your complaint and begin the investigation process.

22.2 Response Time

We aim to resolve complaints within 15 business days.

If the matter requires more time due to complexity, we will inform you and provide a final response within 35 business days, in accordance with EU payment services regulations.

22.3 Complaints Related to the EMI Partner

21.3.1 GenToo acts as the primary point of contact for all customer complaints. Customers may submit complaints to GenToo regardless of whether the issue relates to services provided by GenToo or by our Electronic Money Institution ("EMI Partner").

21.3.2 Where a complaint relates to payment or electronic money services provided by the EMI Partner, GenToo will internally escalate the complaint to the EMI Partner in accordance with agreed procedures and applicable regulatory requirements. GenToo will coordinate the handling of the complaint and keep the customer informed of progress and outcomes.

21.3.3 If the customer prefers, they also retain the right to contact the EMI Partner directly using the contact details made available by the EMI Partner. Choosing to contact the EMI Partner directly does not affect the customer's rights or the applicable complaint-handling timelines.

22.4 External Dispute Resolution

If the Customer is not satisfied with the resolution of their complaint by GenToo, or if no response has been received within the legally applicable timeframe, the Customer may refer the complaint to the appropriate external dispute resolution body, depending on the nature of the complaint.

(a) Complaints relating to lending services

For complaints relating to consumer credit or lending activities, the Customer may submit a complaint to the competent Spanish alternative dispute resolution authority, including, where applicable, the Servicio de Reclamaciones del Banco de España, where applicable under Spanish consumer credit legislation.

Such referral may be made without prejudice to the Customer's right to pursue judicial remedies.

(b) Complaints relating to payment or electronic money services

Where the complaint relates to payment services or electronic money services provided by the Company's Electronic Money Institution (EMI) partner, the Customer may refer the complaint to The Bank of Lithuania.

The Bank of Lithuania impartially investigates any disputes between consumers and financial market participants free of charge that arise from a loan, deposit, insurance or investment agreements as well as agreements on other financial services. In case ConnectPay and the Customer does not reach mutual agreement, the Customer has the right to contact the Bank of Lithuania directly using the following contacts:

Gedimino Ave. 6,
LT-01103 Vilnius
Totoriu str. 4,
LT-01121 Vilnius (correspondence)
Toll-free information line
+370 800 50 500

The Company will inform the Customer, upon request, of the appropriate authority depending on the subject matter of the complaint.

(c) No waiver of rights

Recourse to any external dispute resolution mechanism is voluntary and does not affect the Customer's right to bring proceedings before the competent courts.

23. Liability & Limitations

23.1 General Limitation of Liability

23.1.1 We are not responsible for any loss or damage caused by events beyond our reasonable control. This includes, without limitation, insufficient funds, ATM cash unavailability, card scheme restrictions, network or connectivity failures, withdrawal limits set by ATM operators, or failures of payment or data processing systems.

23.1.2 We shall not be responsible for losses resulting from your failure to keep your device, login details, passwords, security credentials, identification details, or personal identification numbers (PINs or codes) secure.

23.1.3 We shall not be responsible for any loss of profits, loss of business, or any indirect, consequential, special, or punitive losses.

23.1.4 We shall not be responsible for losses where we are required to restrict, suspend, or terminate services in order to comply with applicable laws or regulatory obligations.

23.1.5 We shall not be responsible for losses arising from your inability to access the GenToo app due to technical issues, device limitations, or connectivity problems.

23.1.6 If your GenToo card is defective or damaged due to our fault, our liability is limited to replacing the card or, at our discretion, refunding your available balance.

23.1.7 We are not responsible for losses arising from your breach of this Agreement.

23.1.8 Third-party services or websites accessed through the GenToo app are provided on an “as is” and “as available” basis. We do not guarantee their availability, reliability, security, or content, nor do we warrant that they are free from viruses or harmful components.

23.1.9 If money is incorrectly deducted from your available balance due to our fault, our liability is limited to refunding the incorrect amount.

23.1.10 If an unauthorised transaction occurs, our responsibility will be handled in accordance with applicable law and the provisions of this Agreement.

23.1.11 In all other cases, our total liability is limited to the amount of your available balance.

23.2 User Responsibility

You are responsible for:

- a. the accuracy of information you provide;
- b. keeping your credentials secure;
- c. notifying us promptly of security issues;
- d. ensuring timely loan repayment;
- e. complying with Section 15 (User Obligations) and Section 17 (Prohibited Use).

23.3 EMI Partner Liability

Our EMI Partner is responsible for the performance of regulated payment and electronic money services.

Their liability follows their own terms and regulatory obligations, which take precedence in case of conflict.

23.4 Force Majeure

We are not liable for failure to perform obligations due to events outside our reasonable control, including:

- a. natural disasters;
- b. system outages;
- c. strikes or labour disputes;
- d. regulatory actions;
- e. cyberattacks;
- f. interruption of telecommunications networks.

24. Governing Law & Jurisdiction

24.1 Governing Law

These Terms are governed by the laws of Spain, without prejudice to consumer protection rules that may apply under EU law.

24.2 Jurisdiction

Any disputes arising from these Terms will be subject to:

- a. the courts of the user's place of residence in Spain, where the user is a consumer
- b. or otherwise the courts of Madrid, unless prohibited by law

24.3 Consumer Protection

Nothing in this Section limits your rights under:

- Spanish consumer law (LGDCU)
- EU consumer directives
- financial services regulations

25. Changes to Terms

25.1 Right to Modify

We may amend these Terms to reflect:

- a. changes in law or regulation
- b. updates to our Services
- c. improvements to security
- d. changes to pricing or operational processes

25.2 Notification of Changes

If we make changes to these Terms, we will notify customers:

- a. via email, and/or
- b. via in-app notifications

25.3 Notice Period

25.3.1 If the change relates to payment services, fees, or obligations under PSD2, we will give you at least two (2) months' notice before the changes take effect.

25.3.2 For changes that benefit the user or are required by law, changes may take effect immediately.

25.4 Right to Reject Changes

25.4.1 If you do not agree with the changes, you may terminate your account free of charge before the effective date.

25.4.2 Continued use of the Services after the effective date constitutes acceptance of the updated Terms.

If you have questions or require support, you may contact us at:

soporte@GenToo.es

We will respond within reasonable timeframes in accordance with regulatory and operational needs.

ANNEX I - GENTOO PLATFORM TERMS OF USE

In the event of any conflict between Gentoo's General T&Cs and the Platform Terms of Use, these Platform Terms of Use shall prevail in respect of the relevant subject matter.

These Platform Terms of Use (hereinafter – the **Agreement**) have the purpose of defining the conditions according to which the Platform Operator and/or Platform Participants sell goods and/or provide services to the Customers, and to particularly distinguish terms of provision of Electronic money and other Services made available by the Payment Service Provider to

the Customers through the Platform managed by the Platform Operator being the Distributor of the Payment Service Provider where applicable.

This Agreement is concluded between the Customer and the Platform Operator which, in respect of the Electronic Money Services, concludes this Agreement (including ConnectPay Documents) with the Customer on behalf of the Payment Service Provider. This Agreement with respect to other services of the Payment Service Provider shall be considered as concluded directly with the Payment Service Provider.

1. Platform Services

Platform Services provided by the Platform Operator and Platform Participants include:

- i. An e-money account
- ii. VISA debit cards
- iii. Credit transfer SEPA
- iv. Cash advances
- v. Other relevant services that help the customers to budget, filter transactions, etc.

2. Payment Service Provider's Services

The following Electronic Money Services of the Payment Service Provider shall be distributed by the Platform Operator through the Platform:

- i. distribution and redemption of Electronic Money.

The Customer may order other services provided by the Payment Service Provider directly from the Payment Service provider, such as:

- ii. opening and management of the Electronic Money Accounts to the Customers;
- iii. issuance of Electronic Money to the Customers and holding of Customers funds;
- iv. issuance of [Platform branded] VISA Debit Cards by the Card Issuer as requested by the Customers;
- v. execution of Payment Transactions of the Customers and provision of other Payment Services to the Customers requested by the Customers.

The Payment Service Provider shall not in any case provide the Customer with the following services:

- i. crypto wallet, crypto exchange and any other services with virtual assets;**
- ii. investment related services.**

The Payment Service Provider has authorised the Platform Operator to offer technological access for the Customers on Payment Service Provider's behalf to use E-Money and other Services of the Payment Service Provider.

3. Definitions

Capitalized terms in this Agreement are defined as follows:

"Agreement" means the present document. The Agreement includes the (i) registration form filled by the Customer upon registration to the Platform, (ii) Price Conditions indicated via the Platform, and (iii) ConnectPay Documents.

"Business Day" means a calendar day, except Saturdays, Sundays and official holidays and days off set by the legal acts of the Republic of Lithuania, when banks are normally open for business in Lithuania unless set by the Payment Service Provider and notified to the Customer differently.

"Card Issuer" means Wallester AS, code: 11812882, registered address: F.R. Kreutzwaldi tn 4, 10120 Tallinn, Estonia, tel.: +372 6 720101, e-mail: info@wallester.com, website: www.wallester.com; information about the Card Issuer is accumulated and stored in the Commercial Register of Estonia; Card Issuer is engaged in the provision of financial services, it holds a payment institution licence No. 4.1-1/224, which was granted on 18 December 2017 by the Estonian Financial Supervision and Resolution Authority (address: Sakala 4, 15030 Tallinn, Estonia, tel.: +372 6 680500, e-mail: info@fi.ee, website: www.fi.ee). The Card Issuer has the right to provide services in Lithuania without the establishment of a branch.

"ConnectPay Documents" means the below documents incorporated into this Agreement by reference: (i) [ConnectPay General Terms and Conditions](#), (ii) [ConnectPay Payment Services Terms and Conditions](#), (iii) [VISA Payment Card Terms and Conditions](#), (iv) [ConnectPay Privacy Policy](#).

"Consumer" means a Customer who is a natural person and does not pursue aims which are consistent with the business, commercial, or professional activity of this person.

"Customer" means a natural or legal person who is the customer of the Platform Operator to whom, after the Electronic Money Account is opened by the Payment Service Provider, the Platform Operator and/or Platform Participants provide Platform Services and to whom Platform Operator distributes and/or redeems Electronic Money on behalf of the Payment Service Provider. Customer confirms their understanding that Payment Services to the Customer are provided by the Payment Service Provider directly.

"Dispute" means any dispute, claim or controversy arising from or relating to this Agreement including any incorporated terms.

"Distributor" means the Platform Operator. The Distributor prepares, facilitates and advises its Customers, for the purpose of concluding the Agreement through the Platform. It assists the Customers for the duration of their relationship with the Payment Service Provider. The Distributor does not collect funds except for collection of Fees payable by the Customers hereunder and the Price Conditions.

"Electronic Money Account" means electronic money account in IBAN format opened by the Payment Service Provider in the name of the Customer used to carry out Payment Transactions and customized to be operational for the Customer only via the Platform and having limited functionality in the manner described in this Agreement (if applicable). The Electronic Money Account may in no way be associated with a deposit account. The currency of the Electronic Money Account is indicated in the Platform during registration sign-up.

"Electronic Money" shall mean monetary value as represented by a claim on the Payment Service Provider which is issued on receipt of funds to the Electronic Money Account opened on behalf of the Customer and managed by the Payment Service Provider for the purposes of provision of Payment Services (Electronic Money can be simply identified as funds).

"Electronic Money Services" shall mean Electronic Money distribution and/ or redemption services that may be offered through the Distributor.

"Fees" mean fees set out in the Price Conditions for Services payable by the Customer.

"Hard Copy" means any instrument allowing the Customer to store information addressed to them personally in order to be able to refer to it later during a time period adapted for the purposes for which the information is provided and allowing them to identically reproduce the information stored. It is generally offered in the form of a PDF file.

"Identity Authentication Measures" shall mean the log-in name, registration password, PIN, One-time Password (code) given to the Customer by the Platform Operator, or other authentication measures submitted to the Customer or accepted by the Platform Operator.

"Instruction" means Payment Order, or any other valid instruction related to the funds held in the Electronic Money Account and/or use of the Payment Services which may be submitted by the Customer to the Payment Service Provider according to this Agreement and the ConnectPay Documents.

"KYC" means Know Your Customer, the process of a business verifying the identity of its customers and assessing their suitability, along with the potential risks of illegal intentions towards the business relationship in accordance with the laws and regulations applicable to the Payment Service Provider.

"Notice" means any physical or electronic communication or legal notices related to this Agreement that are provided to or by the Customer through text or SMS, email, the User Account, or by other means.

"One-time Password" shall mean a unique one-time password used instead of a written signature of the Customer and intended to identify the Customer or confirm the Order.

"Order" means a Payment Order, Instruction or any other valid instruction given by the Customer related to the Services.

"Password (Passwords)" means any code of the Customer created in the Platform or a code provided to the Customer by the Platform for the access to the User Account or initiation and management of separate Services and/or initiation, authorisation, execution, confirmation and receipt of the Payment Transactions.

"Payment Instrument" means any personalised device and/or certain procedures agreed between the Customer and the Payment Service Provider (on behalf of the Card Issuer where applicable) and used by the Customer for the initiation of the Payment Transaction, including but not limited to payment cards, any permitted device of the Customer to access the User Account.

"Payment Order" means an order from the payer or the payee to the Payment Service Provider to execute a Payment Transaction.

"Payment Transaction" means crediting of incoming payments or credit transfers of money initiated by the payer or the payee, or transactions through a Payment Instrument initiated by the Customer in accordance with the procedure set forth in the ConnectPay Documents.

"Payment Services" means those of the payment services defined in Article 4 (3) of the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC listed in the licence of the electronic money institution issued to Payment Service Provider and that may be provided directly by the Payment Service Provider.

"Payment Service Provider" means UAB ConnectPay, code: 304696889, registered address: Algirdo str. 38, LT-03218 Vilnius, Lithuania, tel.: +370 6 6644600, e-mail: info@connectpay.com, website: www.connectpay.com; information about ConnectPay is accumulated and stored in the Register of Legal Entities of Lithuania; ConnectPay is engaged in the provision of financial services, it holds an electronic money institution licence No. 24, which was granted on 16 January 2018 by the Bank of Lithuania (address: Gedimino Ave. 6, LT-01103 Vilnius, Lithuania, tel.: +370 5 2680029, e-mail: info@lb.lt, website: www.lb.lt).

"Platform" means an internet-based system of Platform Operator accessible by the Customer through the Platform Site and/or mobile application of Platform Operator installed by the Customer in their mobile phone/ tablet and enabling the Customer to use the Services, including to exchange information with the Payment Service Provider and/or perform other actions in accordance with this Agreement including any incorporated terms.

"Platform Customer Service" means the customer service whose contact information is indicated on the Site, from which the Customer may obtain information regarding this Agreement.

"Platform Operator" means Gentoo Limited, 780522, First Floor, Penrose 2, Penrose Dock, Cork, T23 YY09, Ireland, email: soporte@gentoo.es, www.gentoo.es, <https://core.cro.ie/e-commerce/company/5481786>) which administers the Platform accessible via the Platform Site and mobile application of the Platform Operator and which distributes/redeems Electronic Money to the Customer as a Distributor of Payment Service Provider, accompanies Customers during their entire relationship with the Payment Service Provider, collects the documents necessary to open an Electronic Money Account. The Platform Operator does not collect funds with the exception of the Fees agreed to in the Price Conditions.

"Platform Participants" means service providers other than Platform Operator and Payment Service Provider providing their services to the Customers via the Platform.

"Platform Services" means the services provided by GenToo Ltd ("GenToo") through the GenToo platform, including access to and use of the mobile application and/or web interface, and functionalities that enable Customers to manage their account experience, view and interact with financial information, request products, and access additional features offered by GenToo from time to time.

Platform Services may include, without limitation:

- (a) customer onboarding and account interface;
- (b) dashboards and tools to view balances, transactions and activity;
- (c) budgeting, categorisation and financial insights tools;
- (d) initiation of requests for payment services provided by third-party providers;
- (e) access to and management of GenToo products, including cash advances or credit-related features (where applicable);
- (f) customer support and communications; and
- (g) any other technology, interface or ancillary services made available by GenToo via the Platform.

"Price Conditions" means financial terms, including the applicable Fees the Platform Operator applies to the Customer for use of Services and the User Account. For the sake of clarity, the Payment Service Provider does not apply additional fees for the Services rendered by the Payment Service Provider, all applicable fees are prescribed in the Price Conditions.

"Services" means Electronic Money Services, Platform Services and other services that may be provided by the Payment Service Provider.

"Site" means the website(www.gentoo.es) of the Platform Operator where the Platform is accessible.

"Restricted Activities and Jurisdictions" means the list of prohibited business types, activities and jurisdictions listed in this Agreement as updated from time to time that may render Customer ineligible for a User Account and/or Services.

"Statement of Account" means a document drawn up by the Payment Service Provider and provided to the Customer stating information on the Payment Transactions carried out in the Electronic Money Account during the respective period.

"User" shall mean the Customer himself/ herself. The Customer and the User may be the same person.

"User Account" means result of the registration in the Platform during which the data of the Customer is recorded, the Platform username is assigned to the Customer and the rights of the Customer in the Platform are defined. The User Account is used to perform Orders and/or use other Services including reviewing balances on Electronic Money Account.

IMPORTANT:

The Customer shall ensure to provide correct, complete and current data upon registration to the Platform, when using the Services and shall keep it up to date thereafter in accordance with this Agreement including any incorporated terms.

In addition to the information provided during the registration to the Platform, the Platform Operator and Payment Service Provider may request additional documents, including signed documents (with physical or electronic signature) for extended identification of the Customer before activating any Services or at any time thereafter as far as it is necessary for the Platform Operator to comply with its legal obligations as a Distributor of the Payment Service Provider, with the requirements and policies of the Payment Service Provider, as well as it is necessary for the Payment Service Provider to comply with its legal obligations, or if the Platform Operator/ Payment Service Provider believes that the provided information is inaccurate or incomplete.

4. Contractual documents

Upon registration to the Platform the Customer shall accept and bind himself/ herself with the terms of this Agreement.

The below mentioned documents (as amended from time to time) govern provision of Payment Service Provider's Services to the Customers and are incorporated into this Agreement by reference, thus, **by accepting this Agreement, the Customer agrees to comply with all terms of this Agreement and also with the terms of the below mentioned ConnectPay Documents:**

1. ConnectPay General Terms and Conditions [General Terms and Conditions](#);;
2. ConnectPay Payment Services Terms and Conditions [ConnectPay Payment Services Terms and Conditions](#);
3. VISA Payment Card Terms and Conditions [VISA Payment Card Terms and Conditions](#)];
4. ConnectPay Privacy Policy [ConnectPay Privacy Policy](#).

5. GenToo Platform T&C. The Customer is bound by these Platform Terms and Conditions solely in relation to the use of GenToo's platform, and that these terms do not govern the provision of any regulated payment and/or e-money services under this Agreement. In case of conflict, this Agreement shall prevail to the extent of the inconsistency.

Except where this Agreement specifically provides otherwise, the Electronic Money and other Services of the Payment Service Provider shall be provided to the Customer in accordance with the ConnectPay Documents. This Agreement may set forth certain deviations from the ConnectPay Documents and in terms of such deviations this Agreement shall prevail.

This Agreement, as well as ConnectPay Documents are made available to the Customer on the Platform Site and downloadable for the Customer as a Hard Copy. At any time during the contractual relationship, the Customer may, upon request to the Platform, receive these documents in durable medium.

5. Customer registration to the Platform and creation of User Account

In order to use the Services, the Customer has to register to the Platform and create User Account.

The User Account shall be created only for a natural person of at least 18 (eighteen) years with the capacity to enter into legally binding contracts, who has to be a resident of Spain. Therefore, if the Customer is a legal person or a natural person is acting through the representative, the representative's right to act on behalf of the Customer and create the User's Account shall be established in accordance with the procedure laid down in the Agreement (incl. ConnectPay Documents). The Account is personal to the Customer and may not be shared with or used by any third party. The Customer shall remain solely responsible for all activities carried out through their Account, including any actions taken by any person who accesses the Account with the Customer's consent or due to the Customer's failure to keep their security credentials safe.

In order to create User Account the Customer shall, by clicking "I accept" button with respect to the use of the Platform, acknowledge and agree and bind himself/ herself with the terms and conditions of this Agreement (including ConnectPay Documents and all the documents incorporated into it reference) when registering and completing all required procedures in the Platform.

By accepting the terms of this Agreement, the Customer also agrees that the Platform Operator shall transmit Customer's application data, together with all supporting documents received, to the Payment Service Provider. The Customer also agrees that during the entire validity of this Agreement the Platform Operator shall transmit all the Payment Services related Instructions, data, information and documents, to the Payments Service Provider for the purpose of provision of Payment Services under this Agreement and incorporated terms. The Customer agrees that the Payment Service Provider shall transmit Customer's application data, together with all supporting documents received, as well as Payment Instrument related Instructions, data, information and documents to the Card Issuer for the purpose of provision of issuance of a Payment Instrument under VISA Payment Card Terms and Conditions [VISA Payment Card Terms and Conditions](#). The Customer also agrees that the Payment Service Provider shall transmit all the Payment Services, Electronic Money Services and other services of the Payment Service Provider related information to the Platform Operator and/ or the Platform Participants and/or their technical service providers to the extent necessary to meet applicable legal and regulatory requirements and ensure to the Customer seamless experience in using of the Services.

Upon successful registration in the Platform, the User Account username is assigned to the Customer, the Password to log in to the User Account is created by the Customer and the rights of the Customer in the Platform are defined.

The Customer shall be prohibited from having more than one User Account in the Platform.

Creation of the User Account is a mandatory pre-condition for the Customer to receive Electronic Money and other Services of the Payment Service Provider, including to open an Electronic Money Account. Once the Electronic Money Account is

opened according to the chapter 6 of this Agreement, the Electronic Money Account of the Customer shall be linked with the User Account.

6. Opening an Electronic Money Account

Immediately after the User Account is created, the Customer (and User, if required) shall undergo Customer's identity verification, KYC and other required Electronic Money Account opening related procedures of the Payment Service Provider as provided in ConnectPay Documents. After all required actions are performed by the Customer, the Customer shall wait for the onboarding decision. Until the notification confirming Electronic Money Account opening is sent to the Customer via the Platform, the Customer cannot use the Electronic Money and other Services of the Payment Service Provider. The Customer may be requested by the Platform Operator to provide additional explanations, information and/or documents required for the Payment Service Provider to adopt a decision regarding onboarding of the Customer. Upon receipt of the notification confirming Electronic Money Account opening sent to the Customer via the Platform, the Customer shall have an Electronic Money Account opened and linked to his/her User Account and shall be able to use all the Services.

The Payment Service Provider may, without stating reasons and with no right to compensation to the Customer, refuse to open the Electronic Money Account. The Customer will be notified of this refusal by the Platform Operator through the Platform.

If the Payment Service Provider opens the Electronic Money Account for the Customer as specified in the Agreement, Payment Orders and Instructions shall be submitted by the Customer and tasks and obligations of Payment Service Provider shall be performed in the manner provided in this Agreement and ConnectPay Documents.

7. Issuance of Electronic Money, usage of the Electronic Money Account and Electronic Money Redemption

The Customer's funds held on the Electronic Money Account shall be considered as Electronic Money which Payment Service Provider issues after the Customer transfers or places money to his/her Electronic Money Account or when third parties transfer money to the Customer's Electronic Money Account. Payment Service Provider having received the money shall issue Electronic Money at the nominal value and credit the corresponding amount of Electronic Money to the Electronic Money Account (less the Fee, if applicable).

Electronic Money held on the Electronic Money Account is not a deposit and the Payment Service Provider does not in any circumstances pay any interest for Electronic Money held on the Electronic Money Account and does not provide any other benefits associated with the time period the Electronic Money is stored.

Payment Service Provider shall guarantee the security of funds held with the Payment Service Provider and to ensure the repayment of the funds to the Customer (i.e. redemption of Electronic Money), shall hold the received funds in segregated account opened in the credit institution or central bank of the Member State in accordance with the applicable laws.

The Customer may manage the Electronic Money Account and use services of the Payment Service Provider:

- i. via the internet by logging in to its User Account to which Electronic Money Account has been linked with the Customer's login name, Password and confirming by the one-time password received by SMS or other Identity Authentication Measures
- ii. by Payment Instruments linked to the Electronic Money Account (the service agreement governing issuance and use of particular Payment Instrument shall apply);
- iii. by other means indicated by the Platform Operator after the Customer has agreed to conditions of such means.

The Electronic Money Account shall enable the Customer to

- i. receive, transfer and hold Electronic Money on the Electronic Money Account intended for Payment Services;
- ii. carry out local and international Payment Transactions in accordance with ConnectPay Documents (Payment Services Terms and Conditions shall apply);

- iii. pay for goods and services in accordance with ConnectPay Documents (Payment Services Terms and Conditions shall apply);
- iv. perform other operations directly related to Payment Transactions.

The below **limitations apply to the Electronic Money Account :**

- i. the Customer will only be able to access the Electronic Money Account using Platform infrastructure and not via the infrastructure of the Payment Service Provider;

At the Customer's request, the Electronic Money held on the Customer's Electronic Money Account may at any time be redeemed at its nominal value.

The Customer shall express his/her request for redemption of Electronic Money by generating a Payment Order. The Electronic Money shall be redeemed by methods supported by the Payment Service Provider and agreed with the Customer. In conjunction with the provision above and for the avoidance of doubt, the Electronic Money shall also be redeemed from the Electronic Money Account when the Payment Service Provider exercises its right to deduct Fees pursuant to the Price Conditions, based on a court decision and in other cases provided for by the applicable laws, this Agreement and other documents incorporated into it by reference.

Payment Orders to carry out Payment Transactions in the Electronic Money Account submitted to the Payment Service Provider shall comply with the requirements established by the applicable laws and the ConnectPay Documents (Payment Services Terms and Conditions shall apply).

No specific conditions for Electronic Money redemption, that would differ from the standard conditions for Payment Transactions performed on the Electronic Money Account, shall be applied. The amount of redeemed/transferred Electronic Money is chosen by the Customer.

No additional Fee for the redemption of Electronic Money shall be charged unless otherwise stated in the Price Conditions. In the event of redemption of Electronic Money, the Customer shall pay the usual Fee for the Payment Transaction (if applicable according to the Price Conditions).

Payment Service Provider shall fulfil the Payment Orders submitted by the Customer within the time limits set in the applicable laws and ConnectPay Documents (Payment Services Terms and Conditions shall apply).

8. Access and management of the User Account

When the Customer has opened the User's Account in the Platform, the Customer (User) may log in to the User Account with the Identity Authentication Measures assigned (issued) to the Customer upon registration in the Platform (i.e. username, Password) and the One-time Password (when the One-time Password is required by Platform), and/or the mobile application authenticator (when Platform Operator is requiring Identification through the mobile application authenticator).

The Identity Authentication Measures provided to the Customer (User) by Platform Operator shall be used to authenticate the Customer and the actions performed using the Platform and using the Services. If the appropriate Identity Authentication Measures have been used during the time of log in to the User Account remotely, the Customer's identity shall be deemed to have been authenticated. The Orders provided by the Customer via the Platform may only be executed when they are confirmed by one or several Identity Authentication Measures as required by Platform Operator in its sole discretion (i) a One-time Password or (ii) combination of the One-time Password and/or other Identity Authentication Measures requested by the Platform Operator, unless Platform Operator does not require certain Orders to be confirmed by a One-time Password and/or other Identity Authentication Measures). The Orders submitted through the Platform approved by the Identity Authentication Measures shall be in all cases equivalent to the Orders signed by the Customer.

The Customer shall be entitled to carry out the following actions through the User's Account:

- i. to submit Orders for the provision of the Platform Services;
- ii. to submit Instructions to Payment Service Provider for the provision of the Payment Services;
- iii. to receive and review the Electronic Money Account balances and statements;
- iv. to submit notifications to the Platform Operator and receive notifications from Platform Operator;

- v. if made available by the Platform Operator, access and manage the agreements and other information related to provision of Services;
- vi. adjust the settings (limits) of the Electronic Money Account, Payment Instruments, Services and/or the User Account;
- vii. other actions and operations related to Payment Services which can be performed or used via the Platform.

9. Rights and Obligations of the Platform Operator and the Payment Service Provider

Upon the Customer being identified, the Platform Operator shall allow the Customer to use the Services provided remotely through the Platform if the correct Identity Authentication Measures were used during the log in to the User Account stage. Orders, requests, notices, provided by the Customer via the Platform or other actions performed shall be separately approved using the appropriate Identity Authentication Measures.

Payment Service Provider shall properly execute the Instructions of the Customer only if:

- i. the Instructions for the Electronic Money Account transactions submitted by the Customer meet the terms and conditions of this Agreement and ConnectPay Documents;
- ii. the Electronic Money Account has sufficient funds to execute the Instruction submitted the funds on the Electronic Money Account are not seized or the rights to dispose of funds on the Electronic Money Account are not otherwise restricted;
- iii. there are no restrictions under applicable laws and/or other restrictions provided in the Agreement and other documents incorporated into it by reference in respect to the Instruction provided by the Customer and when the Payment Service Provider is entitled or obliged not to execute Instructions to debit funds from the Customer's Electronic Money Account;
- iv. the Customer shall not exceed the Payment Transactions limit set by the Payment Service Provider for the Electronic Money Account and/or the particular Payment Instrument or chosen by the Customer.

For the avoidance of any doubt, upon accepting this Agreement the Customer agrees that any information, data, Instructions, Payment Orders and/or any documents shall be submitted to the Payment Service Provider via the Platform. Provision by the Customer of the Customer's Instructions, information and documents through the Platform shall be deemed proper fulfilment of the corresponding Customer's obligations to provide respective Instructions, information and documents under the ConnectPay Documents.

The Payment Service Provider shall have the right to:

- i. in the event the funds have been credited and debited from the Electronic Money Account incorrectly, and other erroneous transactions in the Electronic Money Account, to correct these errors without the additional Customer's consent;
- ii. debit the funds from the Electronic Money Account without the consent of the Customer during the enforcement of a court decision or in other cases provided by applicable laws of the Republic of Lithuania;
- iii. refuse to execute Payment Orders of the Customer if the Customer has not covered all of the payable Fees and other debts to the Platform Operator and Payment Service Provider cannot debit Fees and other debts from the Electronic Money Account under this Agreement or in accordance with other cases provided by the applicable laws of the Republic of Lithuania or ConnectPay Documents or GenToo's Terms and Conditions;
- iv. do not accept or execute the Customer's Payment Orders in the Electronic Money Account if the funds on the Electronic Money Account are seized, or the Customer's right to dispose of funds on the Electronic Money Account are otherwise restricted (both in accordance with applicable laws);
- v. if third parties submit claims (orders) to debit funds from the Electronic Money Account in cases provided for by law, and if the right of Payment Service Provider to debit the funds from the Electronic Money Account payable by the Customer to the Platform Operator is provided for in the Agreement or other documents incorporated into it by reference, Payment Service Provider shall execute the Payment Orders of the Customer only after the fulfilment of the claims (orders) submitted by third parties to debit the funds from the

- Electronic Money Account and debit the amounts from the Electronic Money Account payable by the Customer to the Platform Operator under the Agreement;
- vi. other rights prescribed in this Agreement and/or ConnectPay Documents, and/or GenToo's Terms and Conditions, including but not limited to the right of the Payment Service Provider to refuse to provide Payment Services, execute Payment Orders, suspend or block the Electronic Money Account under circumstances and procedure specified in the aforementioned documents.

Platform Operator shall provide advice to the Customer on the use of the User Account. Platform Operator and/ or the Payment Service Provider shall have the right to record telephone conversations between the Platform Operator/ Payment Service Provider and the Customer when the Customer asks to block the User's Account and the Electronic Money Account and access to the Services remotely through the Platform or to unblock the access rights. Conversation records shall be considered evidence of possible disputes between the Platform Operator and/ or Payment Service Provider and the Customer.

10. Rights and Obligations of the Customer

The Customer shall have the main following obligations:

- i. meet with the requirements provided in this Agreement and all the documents incorporated into it by reference;
- ii. ensure that only the Customer logs in to the User Account remotely with the granted or available Identity Authentication Measures and make use of the User Account and the Electronic Money Account;
- iii. assume all obligations arising from the use of the User Account and the Electronic Money Account if during the time of remote log in to the User Account and submission of the Orders the appropriate Customer Identity Authentication Measures have been used;
- iv. carefully assess information provided in the Statement of Account made available to the Customer through the Platform. The previous month's Statement of Account shall be considered approved by the Customer if the Customer fails to submit through the Platform comments on the Statement of Account within 15 (fifteen) calendar days from the receipt of the statement;
- v. immediately notify the Platform Customer Service using communication methods indicated on the Site about the funds incorrectly credited to or debited from the Electronic Money Account. In the absence of sufficient funds in the Electronic Money Account for debit of incorrectly credited amounts, the Customer unconditionally undertakes to return to the Payment Service Provider the funds incorrectly credited to the Electronic Money Account within 3 (three) Business Days from the date of receipt of Payment Service Provider's request to return the funds;
- vi. ensure the security of the Identity Authentication Measures provided by the Platform Operator or accepted by the Platform Operator as Identity Authentication Measures, not to enter the Identity Authentication Measures data on the items stored along with them, and not to allow third parties to access and/or dispose of them;
- vii. immediately inform the Platform in the event that the Customer suspects any unauthorised use of his/her User Account or Identity Authentication Measures;
- viii. pay the Fees to the Platform Operator for the issuance and exchange of Identity Authentication Measures, for the execution of the Orders provided through the Platform, other Services provided through the Platform, and to ensure that the Electronic Money Account has sufficient funds to execute the Instructions;
- ix. inform the Platform Operator immediately but not later than within 3 (three) Business Days if any Customer related data specified in the User Account has changed in writing and provide documents complying with the requirements established for the documents and relating to the changes. In case of failure to comply with this requirement, the Customer cannot raise claims and objections that the actions of the Platform Operator or the Payment Service Provider performed based on the latest known Customer's details do not comply with this Agreement and any document incorporated into it by reference, or that the Customer has not received

- any messages sent according to those details and/or could not access the User's Account and submit the Orders;
- x. ensure that the devices and other technical means (including the operating system of the mobile phone or computer) through which the User Account is accessed are secure (i.e. are protected by the biometric security measures or other available security measures), they are technically updated, and will not spread viruses, allow illegal intrusion and/or otherwise cause the Platform malfunctions, damage or destroy information and cause other damage to the Platform and Platform Operator.

11. Blocking of the Identity Authentication Measures

The Customer shall be aware that in case the Customer has forgotten its username, Password and/or PIN used for logging in to the User Account, the Customer shall follow the instructions provided in the Platform to reset the relevant Identity Authentication Measures. In case the Customer does not understand the Identity Authentication Measures reset process implemented by the Platform Operator, the Customer is encouraged to approach the Platform by contacts provided on the Platform Site.

If the Customer loses the mobile phone to which a One-time Password is sent by SMS, in case of suspicion of their unauthorized use by third parties, the Customer undertakes to immediately submit to Platform Operator a request for blocking the access to the Services and the User's Account through the Platform Customer Service. Such request shall be presented orally by phone indicated on the Site or in writing. When submitting a request, the Customer must indicate his/her full name, personal identification number and answer the security question used to identify the Customer by telephone and indicate the reason for the blocking of the aforementioned access. Platform Operator shall be entitled to require additional information to identify the person submitting the request. Access to the Services and the User Account shall be blocked based on a request received.

Platform Operator shall have the right to block the access to the Services provided remotely through the Platform:

- i. if Platform Operator has been notified of the loss or disclosure of the Identity Authentication Measures to a third party, or there are reasonable grounds for believing that the Identity Authentication Measures may become known or has become known (available) to third parties;
- ii. if incorrect One-time Passwords sent by SMS are submitted 5 (five) times in a row before using Services;
- iii. if incorrect Password / PIN is entered 5 (five) times in a row when connecting to the User Account;
- iv. if Customer breaches this Agreement or any other document incorporated into it by reference;
- v. there are other grounds for blocking the access to and suspension of the Services established in this Agreement and/or ConnectPay Documents.

The access to the Services, User's Account, and the Electronic Money Account shall be unblocked upon submission of a duly signed written request by the Customer sent to the email address indicated on the Platform Site. Platform Operator or Payment Service Provider shall have the right to refuse to unblock the access if there is reason to believe that the reasons for blocking have not disappeared. If the access to the Services, User's Account, and the Electronic Money Account has been blocked on the Platform Operator's or the Payment Service Provider's initiative, the access shall be unblocked only when in the opinion of the Platform Operator and/ or the Payment Service Provider there is no reason for blocking.

The Platform Operator or the Payment Service Provider shall not be liable for the Customer's losses arising from blocking the access to the Services and unblocking if Platform Operator and, respectively, the Payment Service Provider has acted in compliance with the terms and conditions and procedure provided for in this Agreement, and, in respect of the Payment Service Provider, the ConnectPay Documents.

12. Closure of the Electronic Money Account

Termination of the Agreement shall be the basis for the closure of the Electronic Money Account.

The Electronic Money Account cannot be closed at the request of the Customer if the Electronic Money Account is seized or other restrictions apply to the Electronic Money Account.

In case of termination of the Agreement, the balance of funds in the Electronic Money Account shall be paid to the Customer in accordance with the procedure laid down in the ConnectPay Documents (General Terms and Conditions). The Customer acknowledges his/her obligation to indicate another payment account opened with duly licensed payment service provider and operated under the name of the Customer prior to the date of termination of the Agreement and closure of the Electronic Money Account. The Customer hereby confirms that he/she fully understands the consequences of not complying with the aforementioned obligation, including, but not limited to, the obligation to undergo identification procedure of ConnectPay if Customer's request to transfer the balance of funds in the Electronic Money Account is submitted after the closure of the Electronic Money Account.

In case of termination of the Agreement, the Customer, the Platform Operator and the Payment Service Provider must fulfil all of their obligations stipulated by the Agreement and/or the ConnectPay and GenToo's Documents/ Terms and Conditions and arising during its validity period.

13. Fees

The Customer shall pay to the Platform Operator for the Services rendered hereunder the Fees in the amount specified in the Price Conditions applicable at that time.

The Fees payable by the Customer to the Platform Operator shall be paid in accordance with the procedure specified in this Agreement and the Price Conditions.

Customer must pay Platform Operator the Fees in relation to the Services for which he/she is registered. The amount of the Fees will vary depending on the number of Services and volumes used. Fees related to subscription plans will be billed in advance/upfront whereas Fees related to non-recurring add-ons will be billed in arrears either immediately after such an add-on has been ordered or in the next subscription plan invoice. Billing cycles are monthly. At the end of each billing cycle, the Service will automatically renew under the exact same conditions.

14. Payment of Fees

By accepting this Agreement the Customer gives an irrevocable consent and authorisation to the Payment Service Provider to deduct the funds from the Customer's Electronic Money Account as per the preagreed terms with the Platform Operator and without the separate Payment Order of the Customer for payment of Fees.

[Platform Operator's invoices have a net [10 calendar days] payment term (payable within 10 calendar days of invoice date), after which, if the invoice is not paid, the Customer shall pay penalty interest of [0,05%] per day on the outstanding amount until the date of final settlement.

In case the Customer fails to pay the Platform Operator any Fees according to the procedure stipulated herein, the Platform Operator shall be entitled, besides execution of its other rights under this Agreement, to unilaterally, without applying to court, immediately block the User Account and/ or terminate this Agreement.]

15. Collections

Any failure to pay the full amount owed to the Platform Operator when required is a breach of this Agreement and the Platform Operator in such case reserves its rights to suspend the Services in part or in whole and/or terminate this Agreement in whole, as well as recover any outstanding debt or due payment directly from the Customer via a third party collection service or in any other manner allowed under applicable law. The Customer shall compensate the Platform Operator with all costs or expenses that the Platform Operator incurs collecting amounts owed but not timely paid, including legal, forced recovery fees and any interest.

16. Disputes handling and Customers support

Disputes handling and Customers support in relation to the Electronic Money Services and other services of the Payment Service Provider used by the Customers via the Platform shall be performed by the Payment Service Provider as per procedure described below:

- i. all disputes should be sought to be settled under out-of-court procedure, promptly and on terms acceptable to the Parties, thus, in case of a dispute, the Customers shall first be encouraged to address Payment Service Provider through the Platform using contact details provided on the Platform Site or, if Platform is not available - directly by the following contact details:
 - o e-mail address: soporte@gentooapp.es ;
 - o address for correspondence: Calle de Manzanares 4, Arganzuela, 28005 Madrid, Gentoo Ltd.
- ii. The Customer or User on the Customer's behalf (or another representative of the Customer) shall be entitled to bring any complaint regarding the Services provided by Payment Service Provider in writing (by e-mail and/or post as per clause above). In case, the complaint is submitted by the representative, he/she must also submit documents confirming his/ her authorization (e.g. certified Power of Attorney).
- iii. The Complaint shall be submitted in English or Lithuanian language and must specify the following: (a) name, surname and (in the case of business accounts) company name; (b) customer's address and other contact details: telephone number and / or e-mail; (c) the date of submission of the complaint; (d) the essence of the complaint, e.g. what kind of person's rights or legitimate interests have been violated; (e) Customer's requirements to the Payment Service Provider; (f) other available documents related to the complaint if necessary; (g) if sending by post, the complaint submitted by the Customer must be written in a clear and legible manner, signed by the Customer or his representative. If any of the information mentioned above is missing from a complaint, the Payment Service Provider has the right to request the additional information from the Customer.
- iv. Complaints of the Customer shall be examined by the Payment Service Provider free of charge. The response to the Customer's complaint shall be submitted within 15 (fifteen) Business Days. In case there are adequate reasons why the Payment Service Provider cannot provide the official response to the Customer's complaint in 15 (fifteen) Business Days, the Customer shall be informed in writing about such situation with a reasoned explanation and the final response shall not exceed 35 (thirty-five) Business Days from the date of receipt of the complaint.
- v. In case the Payment Service Provider's response to the Customer's complaint does not satisfy the Customer, or in case such response was not given within the timeframes set forth above, the Customer has the right to bring the claim to the courts of the Republic of Lithuania, or apply to the Bank of Lithuania as per below.
- vi. if the Customer bringing the complaint is a Consumer, such Customer has the right to use out of court settlement of disputes and bring the complaint to the Bank of Lithuania. The complaint can be submitted to the Bank of Lithuania:
 - o via the electronic dispute settlement facility E- Government Gateway;
 - o by completing an application form (the form can be found here: <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>) and sending it to the Legal and Licensing Department of the Bank of Lithuania, Žalgirio St. 90, LT-09303 Vilnius, prieziura@lb.lt or Totorių St. 4 LT-01121 Vilnius, info@lb.lt;
 - o by filing out a free-form application and sending it to the Legal and Licensing Department of the Bank of Lithuania, Žalgirio St. 90, LT-09303 Vilnius, prieziura@lb.lt or Totorių St. 4 LT-01121 Vilnius, info@lb.lt.

Such claim to the Bank of Lithuania must be submitted in accordance with the Law on the Bank of Lithuania of the Republic of Lithuania or the Law on the Protection of the Rights of Consumers of the Republic of Lithuania or Out

of court settlement of disputes between consumers and financial market participants, approved by the Bank of Lithuania Board of Directors, 26 January, 2012, Nr. 03-23, as amended from time to time. The complaint must be brought to the Bank of Lithuania within 1 (one) year of the complaint's submission to the Payment Service provider.

- vii. If the Customer believes that the Payment Service Provider has breached the law and violated its rights or legal interests, the Customer has the right to submit a complaint to the Bank of Lithuania, address: Totorių St. 4, LT-01121 Vilnius, info@lb.lt, or Žalgirio St. 90, LT-09303, Vilnius, preziura@lb.lt.

Disputes handling and Customer support in relation to the Platform Services shall be handled by the Platform Operator in accordance with the below procedure:

If customer is dissatisfied with any aspect of the Services, customer can submit a complaint by contacting:

soporte@gentoo.es

Customer must include:

- a. full name
- b. account details
- c. a description of the issue and any relevant documentation
- d. the telephone number and / or e-mail associated with the account

Gentoo will acknowledge receipt of your complaint and begin the investigation process.

Gentoo aims to resolve complaints within 15 business days.

If the matter requires more time due to complexity, we will inform the customer and provide a final response within 35 business days.

17. Restricted Activities and Jurisdictions

The Platform Operator shall refuse to open the User Account and/or the Payment Service Provider shall refuse to open Electronic Money Account and the User Account and the Electronic Money Account shall be immediately closed for the Customer related to jurisdictions and/or engaged in activities listed on the [List of Prohibited Jurisdictions and Class of Trade](#) .

The Customer must inform the Platform Operator promptly if any of these have become applicable to him/her.

18. Data Protection

Matters related to personal data processing in relation to the provision of the Platform Services are regulated by Platform Privacy Policy, which are an integral part of this Agreement. Matters related to personal data processing in relation to the provision of the Payment Services are regulated by ConnectPay Documents which are incorporated to this Agreement by reference. The Platform will not process Customers personal data for purposes other than those specified in this Agreement, except when required to do so under applicable law or in cases where the Platform has its own legal basis for such processing.

19. Security Measures

The Platform Operator will:

- i. apply reasonable technical and organizational measures to ensure a level of protection against unauthorized or incidental access, loss, change, disclosure, or erasure of data;
- ii. guarantee that all persons authorized by the Platform Operator to process data shall be bound by an obligation of confidentiality and shall undergo regular training on the protection of the data corresponding to their duties and tasks;
- iii. not disclose Customer's personal data to any third party in any circumstances, except for the provided for in this Agreement or by applicable law;
- iv. Have procedures and policies in place with regards to these security measures.

20. Miscellaneous

20.1. Headings and Interpretation

The headings are for ease of reference only and do not affect the interpretation of this Agreement.

20.2. Governing Law

This Agreement and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the Lithuanian law.

20.3. Jurisdiction

In case of dispute between Customer and the Platform Operator and/or the Payment Service Provider in relation to the Services, the competent courts of the Republic of Lithuania shall have exclusive jurisdiction to resolve the dispute. This is without limitation of the right of either party to seek the mediation of competent mediation services with a view to settling the dispute amicably.

20.4. Communication

By accepting this Agreement, the Customer agrees to receive all Notices and communications from Platform Operator under this Agreement (including ConnectPay Documents, and other incorporated terms communication in terms of the Services rendered by the Payment Service Provider) electronically, including by the means of the Platform and/or User Account, e-mail address.

The Platform Operator will contact the Customer using the contact details (phone number, e-mail address) the Customer provided when registering to the Platform and thereafter, and will transmit Customer's information and any updates thereof to the Payment Service Provider. It is the Customer's responsibility to update the Platform Operator with any new contact information, including a change in address. The Platform Operator and/or the Payment Service Provider (if applicable) will send any correspondence to the most recent email address or postal address that Customer has provided through the Platform.

It shall be deemed that the Customer or User received the notice within 24 (twenty-four) hours from the moment it was posted on the Platform/ User Account and sent to the Customer or User either by email or SMS message. If the notification is sent by post, it shall be deemed that the Customer or User received it within 5 (five) Business Days after it was sent.

The Customer can contact the Platform Operator (including questions related with Services rendered by the Payment Service Provider) via the Platform Customer Service using communication methods indicated on the Site.

For urgent matters, such as notification about suspected or executed unauthorised or fraudulent Payment Transactions, unlawful use of the Services or security threats, the Customer or User shall always give notice using Gentoo **official channels**.

20.5. Limitation of liability

Except in case of intent or gross negligence or except otherwise provided for under the legislation in force, Platform Operator's maximum aggregate liability to Customer for direct damages under this Agreement is limited to the total amount of Fees actually paid by the Customer to the Platform Operator in the three months preceding the event that is the basis of the Customer's claim. Platform Operator is not liable to Customer for consequential, indirect, special, or punitive damages or lost revenues.

Liability of the Payment Service Provider and limitation of such liability to the Customer shall be governed by the ConnectPay Documents (General Terms and Conditions apply).

20.6. Indemnification

Liability and limitation thereof of the Payment Service Provider arising hereunder is described in the ConnectPay Documents.

20.7. Severability

If part of a provision of this Agreement is found illegal, invalid or unenforceable, this shall have no effect on the other provisions hereof, and the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention, and if an amendment by the parties cannot be achieved, the illegal, invalid or unenforceable clause will be replaced by the mandatory rules of the law or by the established practice.

20.8. Assignment

Platform Operator may assign, pledge, or otherwise transfer this Agreement or its rights and powers under this Agreement to an assignee without any consent of the Customer.

Any such assignee will have all rights as if originally named in this Agreement instead of Platform Operator. Customers may not assign this Agreement or rights provided, or delegate any of its obligations, without the Platform Operator's and the Payment Service Provider's written consents.

Assignment of the Payment Service Provider's rights and powers under this Agreement shall be governed by the ConnectPay Documents (General Terms and Conditions apply).

20.9. Changes to this Agreement

The Platform Operator may, upon alignment with the Payment Service Provider, unilaterally modify this Agreement (except for ConnectPay Documents and Price Conditions) from time to time and shall always keep the latest version on the Site. This Agreement may be updated by posting an updated version to Platform legal page and sending information about changes via Platform, which shall be effective 30 days (60 days in case the Customer is a consumer) after sending. In case the Customer does not agree with the changes, the Customer has to stop using the Platform and the Services, and notify the Platform Operator about the will to terminate the relationship before the changes come into force. Changes to this Agreement will not affect the provision of Platform Services ordered and paid before the change. Any waiver, modification,

or indulgence that Platform Operator provides to the Customer, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under this Agreement for any other or future acts, events, or conditions. Further, any delay by the Platform Operator in enforcing rights under this Agreement does not constitute forfeiture of such rights.

ConnectPay Documents and Price Conditions can be amended and otherwise modified by the Payment Service Provider (in case of ConnectPay Documents) and/ or Platform Operator (in case of Price Conditions), by notifying the Customer via the Platform.

The Payment Service Provider and/ or Platform Operator shall be entitled to unilaterally amend and/or supplement ConnectPay Documents and Price Conditions by providing the Customer with a 30 (thirty) days' written notice or 60 (sixty) days' written notice if the Customer is a Consumer. These changes will be deemed to have been accepted by the Customer (and automatically by the User) where the Customer does not, before the proposed date of the entry into force of the changes, notify to the contrary.

When the Customer notifies of disagreement with proposed changes, it will be deemed to be a notice that the Customer wishes to terminate the Agreement on the date upon which the changes are to take effect unless another date is given by the Customer.

Where amendment to this Agreement, ConnectPay Documents and/or Price Conditions are required by law, relates to the addition of a new Service, extra functionality to the existing Service, a reduction in the Fees or relates to style or grammar corrections, and other changes which do not reduce or limit the rights of the Customer and do not increase liability of the Customer and do not aggravate the Customer's situation the amendment may be made without prior notice to Customer and shall be effective immediately.

20.10. Entire Agreement

This Agreement (including ConnectPay Documents and other incorporated terms) accepted by the Customer comprises the entire understanding of the parties with respect to the subject matter described herein and supersedes all other proposals or previous understandings, written or oral, between the parties. No agreements, representations, or warranties other than those provided in this Agreement will be binding unless agreed in writing between the Customer and the Platform Operator.

20.11. Term and termination of the Agreement

The Agreement comes into force and becomes a legally binding agreement between the Customer and the Platform Operator immediately after (i) the Customer electronically submits an application to create the User Account and digitally accepts confirmation to be bound under the terms of this Agreement, ConnectPay Documents, and (ii) the Customer is notified via the Platform or any other means of communication (e-mail, SMS, etc.) that the User Account has been created for the Customer.

The Agreement and ConnectPay Documents come into force and become a legally binding agreement between the Customer and the Payment Service Provider immediately after (i) the Customer is notified via the Platform or any other means of communication (e-mail, SMS, etc.) that the User Account has been created for the Customer, and (ii) the Customer is notified via the Platform or any other means of communication (e-mail, SMS, etc.) that the Electronic Money Account has been created for the Customer.

Upon the entry into force of this Agreement, it shall remain in effect for an indefinite term unless it is terminated in accordance with the procedure established below.

Customer may terminate this Agreement by way of sending a 14 calendar days Notice of termination to Platform Customer Service using communication methods provided on the Site and paying all amounts owed for the Services rendered until the

termination date, except the circumstances exist due to which the Customer is not entitled to request closure of the Electronic Money Account in accordance with this Agreement, ConnectPay Documents and other incorporated terms.

Platform Operator may unilaterally terminate this Agreement, or suspend the User Account, by specifying an objective and important reason for termination and by giving 60 (sixty) calendar days' written Notice to the Customer.

Platform Operator may, at its own discretion, decide to terminate the Agreement with immediate effect if Customer fails to pay one or more of the Fees due, otherwise breaches this Agreement, ConnectPay Documents or any other incorporated terms.

Payment Service Provider may unilaterally terminate this Agreement and ConnectPay Documents in accordance with the terms of the ConnectPay Documents. Payment Service Provider may also terminate this Agreement in case the Platform and/or User Account becomes unfunctional and the Platform Operator fails to restore the functionality within the terms agreed between the Payment Service Provider and the Platform Operator.

For the avoidance of doubt, termination of this Agreement automatically terminates all the incorporated terms, including, but not limited to, ConnectPay Documents.