

EEA TERMS OF SERVICE

Version 1.5 - 31 May 2022

If you are a **Samsung Pay+** user the terms of service that apply to you are [here](#).

If you are resident in the UK, the terms of service that apply to you are [here](#).

GENERAL INFORMATION

Who are we?

Hello. We're Curve Europe UAB, registered in the Republic of Lithuania with company number 305626541, but you'll know us better as Curve. In case you want to send us a letter, we are based at Jogailos g. 9, LT-01116 Vilnius.

If you have any questions about these terms and conditions (**Terms**) or anything at all, just drop our friendly customer support team a line at support@curve.com or get in touch via the Curve app.

If we need to contact you, we'll contact you in English via the Curve app, by email, phone or using your home address - depending on the information we need to share - so make sure your details are always up to date. If in doubt, these Terms are concluded in English.

What are these Terms?

These Terms set out the terms of service for your Curve account and other important things you need to know. By clicking "accept/continue" you're entering into a legally binding agreement with **Curve Europe UAB**, which issues your Curve card and electronic money (e-money). Curve is authorised to issue e-money by the Bank of Lithuania (located at Gedimino ave. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. More information about the Bank of Lithuania is detailed by this link <https://www.lb.lt/en/>) (licence No. 73 issued on 22 October 2020).

You can always download a set of the most recent Terms from our website and when we need to make any changes to these Terms - we will send you a copy of the new Terms by email.

Fee Schedule

Our Fee Schedule sets out any fees that we may charge you. The Fee Schedule forms part of these Terms and you can access it [here](#).

Curve Europe UAB
Company no. 305626541
Jogailos g. 9, Vilnius
Republic of Lithuania

Anything else you should read?

Along with these Terms, you should take a look at our [Privacy Policy](#), [Cookie Policy](#), [Fair Use Policy](#), [Curve Customer Protection Policy](#) and refer to the [FAQs](#) for any questions you may have.

Definitions used in these Terms are provided in Annex No 1. Please read these Terms carefully and contact us at support@curve.com or get in touch via the Curve app if you have any questions.

Who can open a Curve account?

You can open a Curve account:

- if you're a resident of any of the EEA member states;
- have the full legal capacity to enter into a contract, and
- you're 18 years old or over.

You can't open a Curve account:

- on someone else's behalf, or
- if you already have a Curve account, or
- if there is any reason that Curve is unable to grant you an account under the law that applies to us.

We may ask for additional information, from time to time, when opening your account or at a later stage, and if this information does not meet our requirements this may result in your account opening being delayed or rejected or even suspension or closure of your account once opened.

What should you know about your Curve account?

E-money. Your Curve account stores e-money, an electronic alternative to cash that can be used to pay for goods and services, in store or online and to take money out at an ATM.

No interest. We're not allowed to pay you interest on the funds we hold for you and they are **not protected** by the Deposit Insurance Fund. Don't worry: Curve is required to keep your funds safe in a safeguarding bank account, which means that all of your funds are protected and returned to you in full if we decide to cease operations or become insolvent.

How it works. You need to link and verify an eligible payment card to your Curve account in the Curve app, before you can use your Curve card. The payment card can be any debit card, credit card or prepaid card that we allow you to link to your Curve account. We may need to introduce certain restrictions on the cards that we are able to accept on to the

Curve system and will try to keep you informed on any changes, some of which may depend on the card schemes.

When you make a transaction using your Curve card, Curve (with your permission) loads funds from your selected payment card to Curve. This is done for you automatically by the Curve processing system (no hassle to you). The amount loaded will be the value of the transaction, plus any fees for that transaction (including for any Curve services provided).

The loaded funds are used to issue e-money which is loaded onto your Curve e-money account and are then used to pay for the transaction made with your Curve card. If your selected payment card account has insufficient funds or declines the transaction for any other reason, the transaction will be declined.

In case Curve receives a decline from the payment card selected in the Curve app, we may try to process the transaction from the cards that you have set as your default or back up cards, including your Curve Cash card.

You can add multiple payment cards to the Curve app and change the selected payment card at any time using the Curve app.

Each time you link a payment card to your Curve account you're giving us a continuous authority to use that payment card to fund the purchase of the e-money used to pay for transactions. Curve will use various means to identify that the card you have added to your account is yours and that you have the right to use it.

You can see your transactions on the timeline in the Curve app.

What should you know about your Curve card?

Curve will issue you either a personal or business Curve Card. It will either be a physical and/or digital card. A digital card is a card where you can see your Curve card details in the Curve app only, and you can request a physical card if you want one (fees for this are in the Fee Schedule).

You can use your Curve card to make purchases for goods and services, in store or online. To withdraw cash, you will need a physical Curve card. Please note that you cannot withdraw cash at an ATM if you have your Curve Cash card selected as a funding source for the Curve card.

ACCOUNTS & SECURITY

What type of accounts can you open?

Personal or business. Curve offers both personal and business accounts. You can only open a business account if you are a sole-trader or a self-employed natural person and intend to use your Curve account exclusively for business spend. You cannot open a business account for a company or partnership.

We can suspend your account or change it from business to personal if we reasonably think it is not being used for business purposes. If we change your account type, we will issue you with a replacement card. . From time to time, we may request further information from you, to verify your business status and business spend. Please note that the use of a Curve business account for personal spend is not permitted under these Terms.

If you have a business account but wish to use Curve for personal reasons, you must contact us to change your account type. There is no cost to you for this change.

More than one account. You cannot hold more than one Curve account. We can close down additional accounts without informing you first.

Accounts. We offer accounts with different levels of services and fees:

Account type Benefits Subscription Fees

- **Curve Standard - [benefits](#)**
- **Curve Black - [benefits](#)**
- **Curve Metal - [benefits](#)**
- **Curve Black Legacy (for Curve Black customer who signed up before 28 Jan 2019 and elected to stay on) - [benefits](#)**

Minimum subscription periods

When you subscribe to Curve Black or Metal, you can choose to pay monthly or annually. Depending on which you choose, minimum subscription periods apply.

If you choose to pay monthly, the minimum subscription period is 6 months. If you wish to cancel your subscription you may do so but you will not be refunded any amount paid for the current month of the subscription. If you cancel your subscription and it is less than 4 months since the start of it, you must give us 2 months' advance notice (such notice period to run from the end of your current subscription month). You do not need to give us advance notice if you want to cancel and it is more than 4 months since the start of it.

If you choose to pay annually, the minimum subscription period is 12 months. This minimum subscription period will apply each time your subscription is renewed. If you wish to cancel your subscription you may do so but you will not be refunded any amount of the annual subscription fee. You do not need to give us advance notice to cancel your subscription.

In all cases where your subscription is subject to a minimum subscription period (whether 6 months because you pay monthly or 12 months because you pay annually), you will continue to have all of the benefits available under those subscriptions until the end of the period for which you have paid. For example, if you cancel your 12 month subscription

during its second month, you can continue to use the benefits under the subscription for the remaining 10 months.

If you were an existing Curve Black or Metal subscriber at the time version 1.2 of these Terms was published (29 April 2021), the minimum subscription periods detailed above will not apply to you for so long as you continue on your current subscription (this includes annual subscribers when their subscription renews). If you upgrade from Black to Metal or downgrade from Metal to Black or change your subscription payment schedule from monthly to annually or annually to monthly, the minimum subscription periods will apply.

Upgrading your account. You can upgrade your account simply by clicking on the 'Manage Your Subscription' tab in the app. You can also change the payment card your subscription is charged to using the same tab.

If we can't charge your nominated payment card for subscription fees or any other fees you owe us - e.g., if your card has expired or has insufficient funds - you agree that we can take them from any other payment card you've linked to your Curve account. If we can't take the fees from any of the other payment cards either, you'll need to provide us with a valid payment card within 30 days of our request to do so, otherwise we may either close or downgrade your account.

Downgrading your account. You can downgrade your account by getting in touch with us and fees may be payable in accordance with the Fee Schedule.

Curve reserves the right to restrict the ability to subscribe to the Curve Metal or Curve Black account for customers who upgrade or downgrade from another type of Account, more than once in a given 12 month period.

Replacement Card. We charge fees for replacing your Curve card at the time we process the request for a replacement card. We can charge the fee from any of the payment cards linked to your Curve account. We won't charge you to replace a card that has been stolen or misappropriated.

Curve Fronted. Using your Curve card (with a debit or credit card as your payment card) to pay merchants who only accept payments by debit card, or who either impose a charge or deny certain types of credit cards (e.g. [paying off a credit card with an underlying credit card selected](#)), is defined by Curve as a Curve Fronted transaction and will attract a service fee (see our Fees Schedule for details). Please note that before you start using this function you should make sure that your underlying credit card issuer allows usage of your credit card to fund these types of Curve card transactions.

Please remember that when you fund your Curve card with a credit card or other card that applies fees to transactions:

- Your underlying credit card issuer may also apply fees in relation to Curve Fronted transactions using Curve. In particular, some card issuers may charge fees for cryptocurrency trading (and these can also be considered cash advances by some issuers). Curve will not be liable for such fees. These fees are strictly non-refundable in nature,
- You may have to pay other costs, taxes or charges which are outside our control and not charged by us e.g. your payment card issuer may charge you for making a payment through your Curve card.
- You should check your underlying funding card issuer's terms and conditions and any applicable fee schedules to ensure you are fully informed about potential usage restrictions or charges that may apply to your spending.

Keeping your account safe

Please keep your Curve card, account information, security details and the devices you use to access your account safe. This means:

- signing your Curve card as soon as you receive it (if you can),
- not sharing your security details with anyone (including your Curve card PIN, Curve app password or PIN or other security information used to protect your Curve account),
- not letting anyone else use your Curve card or Curve app,
- keeping your Curve card and card details (physical or digital) safe
- making sure you close down the Curve app when you're not using it
- keeping your mobile phone and your email account secure

If you think your card is lost or stolen, someone knows your security details or there are transactions on your account you don't recognise, you must:

- immediately lock your Curve card in the Curve app,
- let us know ASAP by calling +37052143815 (lines are open 24/7), by email on **support@curve.com** or via the Curve app,
- stop using your Curve account and card until you hear from us.

If you find your Curve card after you've locked it but before you've notified us, simply unlock it again via the app. Please keep a look out for any suspicious transactions and follow the above process if you spot any.

Because we send important notifications and information to you via the Curve app and the proper functioning and security of the app relies on updates from time to time, you agree that you will keep the Curve app on your mobile devices up to date.

USING CURVE

Using your Curve card

Uses. You can use your Curve card to make payments online or at mPos or to withdraw cash.

Authorised transactions. We'll consider a transaction to be authorised by you when you do at least one of the following:

- enter your PIN,
- sign a receipt,
- provide your Curve card details (card number, expiry date, CVV number),
- wave or swipe your Curve card (digital or physical) over or near a contactless payment reader,
- use your Curve card and PIN to withdraw cash from a payment terminal, e.g at ATM,

When you use your Curve Card to make a withdrawal from an ATM or make a payment (for example, in a shop or restaurant), we will consider the payment to be authorised by you unless:

- you let us know that the money has been stolen from your account; or
- you don't think we've carried out your instructions correctly.

Typically your authorisation for a transaction lasts 30 days. If a merchant processes your transaction after 30 days, you agree that we can still process the transaction. You remain responsible under these Terms in respect of all transactions you authorise on your Curve account including all charges and other amounts incurred. You also agree that if Curve is unable to collect the corresponding funds from your funding card at time these become due to be paid by Curve to the merchant, Curve is authorised to collect such funds from any of your other funding cards loaded into the Curve app.

Cancelling transactions. You can cancel a transaction you've agreed to pay in the future up until close of business on the day before the transaction is due to take place. Just contact us to do this.

Changes to payment amounts. Sometimes, you might make changes to a purchase between the time you authorise the transaction and the time the merchant processes it. In these cases, the merchant may amend the payment amount to reflect this change. You

agree that we may pay the additional amount to the merchant on the basis of your initial authorisation and charge the shortfall to you.

Pre-authorisations. If you've used your card to pre-authorise a transaction of less than EUR 150 (or its equivalent in your local currency and that of your foreign funding card), we may place a block on those funds (meaning you can't use them) or charge the amount to your payment card at the time you pre-authorise the transaction. If the final amount is less than EUR 150, we'll refund or unblock the difference.

Continuous payment authority. You can use your Curve card to set up a future payment (either on a one-off or recurring basis) on a selected payment card. We'll make the payment from the payment card you've selected in the Curve App at the time we process the transaction, which may be a different payment card to the one you had selected at the time you set up the future payment. If you need to cancel such payments, get in touch with us.

Spending limits. We have limits on how much you can spend or withdraw - these are set out in your Curve app. We may change these limits every now and then. You can ask us to increase your limits - if we refuse, you have to wait 3 months to request another review.

Reasons we may refuse or delay a payment?

- **Security:** We're concerned about the security of your Curve card or account,
- **Fraud:** We suspect fraud on your account,
- **Law or regulation:** We need to comply with the relevant law or regulation,
- **Your actions:** The transaction breaches limits which apply to your Curve account you've breached these Terms, you've failed to provide us with information we've asked for, or your account has been blocked for any other legitimate reason, or
- **Third parties:** If a third party (e.g. a card network) prevents us from making the payment.

We'll tell you if we refuse to make a payment and (where possible) why.

We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your account (provided we are not prohibited from doing so by law) or if we suffer a security threat. When we contact you, we will also give you information on how you can minimise any risk to your payment instrument depending on the nature of the fraud or security threat. We'll use the same contact details which you have already provided us with when contacting you; so please make sure you keep your account details up to date in the app or by contacting us.

What about foreign currency transactions?

In case of withdrawals or purchases using your Curve card where the currency of your selected payment card is different to the currency of the transaction - Curve will perform a currency conversion for you.

If, when making a transaction, you have set your payment card currency in the Curve app to a different currency than that of the payment card itself then your payment card issuer may charge a fee for using their currency conversion services. This might be in addition to any fees that Curve charges you.

If we have to convert the currency of a payment made using your Curve card we'll use the latest available exchange rate from our rate provider (see [Mastercard® Currency Converter Calculator](#)).

Please check our Fee schedule for any additional fees that may apply to your currency exchange transactions.

Exchange rates can fluctuate between the date you made the transaction and the date it's actually processed by the merchant to your account, please note that changes in the exchange rates will be applied immediately and without notice. The rate applied to a transaction will be shown in the Curve app.

Where a merchant partially or completely refunds a foreign transaction, it's possible that a different exchange rate to the one used for the original transaction will apply.

You can also find the exchange rate that was applied to your transaction in your Curve app.

We'll not be responsible to you if you're charged fees or lose any money if you ask the merchant or any other third party to make the currency conversion.

Who's responsible for losses on your Curve card or account?

When you'll be responsible. You're responsible for all losses where:

- you've acted fraudulently,
- you deliberately failed to keep your device, account details or your Curve card and account security details safe.

If you don't tell us as soon as you realise that your card is lost or stolen, when you think or suspect that someone else knows your security details, or there have been unauthorised transactions on your Curve card, you'll have to pay up to EUR 50 (or its equivalent in your home currency) of the losses.

When we'll be responsible.

We'll always try to process your payments correctly and on time, but sometimes things go wrong.

If they do, we'll refund you any money you've lost as a result of:

- any unauthorised transaction which you've promptly reported (and within 13 months of the transaction), provided you've not acted fraudulently or carelessly,
- our mistakes, or
- transactions authorised by us after you locked your card (but only to the amount of the original authorisation).

We may also refund you where you've used your Curve card to make a payment in the European Economic Area (EEA) without knowing the exact amount beforehand (e.g. when hiring a car) and the final amount is much higher than you reasonably would have expected.

Just drop us a line through the app or at **support@curve.com** as soon as you notice it but not later than 8 weeks after the date of the transaction, and provide us with any further information we need to look into this. We'll then make a decision either to refund the transaction or give you reasons for rejecting your request.

What can I not use my Curve account and Curve card for?

We know most customers will but you must use your Curve account and card responsibly. You can't use them:

- for anything that's against the law (e.g. fraud) or is harmful or disrespectful to others including any form of abuse of us or our staff, in breach of these Terms
- in a way that might harm our ability to provide our services or may harm our software, systems or hardware
- in a way that your payment card issuer, a card network, our acquirer and/ or payment processor, would see as an abuse of the payments system
- to pay for adult entertainment, gambling, money orders (except wire transfers) and travellers' cheques from non-financial institutions
- for "cash recycling", which includes using your Curve card to make an ATM withdrawal and using the cash to repay the payment card used for the withdrawal in order to receive rewards on the payment card or your Curve card (for other examples of "cash recycling" that are also covered under these terms, see our [Fair Use Policy](#))
- to create one or more Curve account(s) without our permission

- attempt to “double dip” or to do anything during the course of a dispute to receive funds from us and your bank or payment card issuer for the same transaction
- to make transactions which are not allowed by the issuer of your linked payment card e.g. cash advances or transactions for investment purposes. Check your payment card’s terms to see what’s allowed

Money owed to Curve

In the event you owe Curve money either for fees or transactions that you have made using Curve, or missed subscription fees, we may immediately charge such amounts to any of your payment cards. We reserve the right to collect the amount of your debt to Curve by using any payments received to your Account. We may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency.

CURVE FEATURES

Go back in time

This allows you to change the payment card you used to pay for certain transactions after they were made. Check out which transactions this is possible for in the Curve app (note that we can change this list and restrict customers from using this feature where we have a good reason to do so). Be aware your card issuer may charge a fee for this, which we’re not responsible for.

Curve Rewards

From time to time, we offer our customers various rewards and cashback programmes. You can find further details about our existing programmes [here](#), and our current Curve Rewards and Curve Cash Scheme Terms [here](#).

Using the Curve app to access accounts with other service providers

You can also access your accounts with other service providers and initiate payments from those accounts. We call these Account Information Service (AIS) and Payment Initiation Service (PIS).

When you use our AIS to view information about an account you hold with another provider, or use our PIS to initiate a payment from an account you hold with another provider to initiate a transaction, you must authorise us to access that account and/ or make a payment. We won’t store any of the sensitive payment data you provide to give that authorisation.

We will consider that you gave us consent and authorised us to initiate payments or view information from those accounts when you choose in your Curve app the certain service and filled in requested information.

Open Banking permissions

We may provide you access through the Curve app to a third party AIS and PIS provider (otherwise known as TPP). These services will allow you to obtain financial information from your online bank or third party payment account (account information services) and to make online payments directly from your third party payment account (payment initiation services, when available).

If you want to use the TPP services, you will need to sign up to the TPP's terms and conditions during the sign up process and provide them your details in order to create an account on their system and to access your data or execute payments. We have no responsibility for the products and services provided to you by or through the TPP and will not be liable to you for any harm, damage or loss arising from your use of the products and services provided to you by or through the third party TPP.

The terms and conditions that are connected to your third party payment account apply to the payment accounts that you access through the TPP are not affected or amended by these terms and conditions.

Curve is not responsible for the information that you receive from the third party payment account provider or third party AIS and PIS provider.

CLOSING & SUSPENDING ACCOUNTS

When can we block, suspend or close your account?

Blocking. We'll block your account if we have reasonable concerns about your account's security or suspect fraud, money laundering or where law or regulation requires us to.

Suspension and closure. We may immediately suspend or close your account for a number of reasons including where:

- you use Curve in a way that these Terms don't allow,
- you don't provide us information we've asked for or information you've provided is false or misleading,
- we determine you have breached our Fair Use Policy,
- your behaviour towards us makes it difficult to deal with you (e.g. you insult our staff),
- you've broken these Terms in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to,
- we're required to by law or regulation,
- you're declared bankrupt,

- we can verify that you have died.

We'll give you at least 2 months' notice if we want to close your account for any other reason, unless we are prohibited by law from doing so.

How can you close your account?

You can cancel your account at any time by emailing us at support@curve.com or contacting us in the app. You'll get a refund of any subscription fees you've paid if you change your mind within the first 14 days of signing up (the "cooling off" period). You will be charged pro rata if you have used any of the Curve services (including receiving a card).

If you're a Curve Metal customer, you'll need to give us 1 months' notice before you can close your account. If you cancel or downgrade your Curve Metal account in the first six months after subscription - you will also be charged a Curve Metal card fee to cover the cost of ordering and delivering the metal card. If you cancel after the first six months have elapsed - this cost is on us.

On closing your account, you still need to pay us any fees you owe us or any transactions that have not yet completed. You'll also need to make sure you cancel any outgoing payments you don't want to pay anymore. If any balance is still remaining on your account when your account is closed you can request to have these funds returned to a bank account in your name, subject to our checks. You forfeit your rights on these funds if you do not claim these funds within 6 years from the date your account was closed. During this period your funds will be kept safe.

COMPLAINTS

How can you make a complaint?

We hope you don't ever need to but if you do ever want to complain, you can contact us at complaints@curve.com or via the Curve app. We'll try and fix your problem as soon as we can. Our final response to your complaint, or a letter explaining why the final response has not been completed, will be provided to you within 15 business days after your complaint has been made, and in exceptional circumstances, within 35 business days (and we will let you know if this is the case). Just so you know, our complaints management and customer service is currently only available in English.

If you are a natural person and a consumer and in case you're still not happy with our response you can refer your complaint to the Bank of Lithuania which is an out of court dispute resolution authority dealing with disputes between consumers and financial service providers.

Please note that should you wish to have a possibility to apply to the Bank of Lithuania as to the out of court dispute resolution authority, then you shall make your complaint to us within 3 (three) months from the day that you found out or should have found out about the alleged violation of your rights or legitimate interests arising from agreement with us.

Additionally, take into account that you must refer your complaint to the Bank of Lithuania within 1 (one) year of the date you sent us your complaint.

You can contact the Bank of Lithuania by the following ways:

- By submitting the complaint through the electronic dispute resolution tool "Electronic Government Gateway";
- by filling in the consumer's application form and sending it to the Supervision Service of the Bank of Lithuania, Žalgirio str. 90, 09303 Vilnius, e-mail pt@lb.lt or to Totorių str. 4, 01121 Vilnius, e-mail info@lb.lt;
- by submitting a free-form application and sending it to the Supervision Service of the Bank of Lithuania, Žalgirio str. 90, 09303 Vilnius, e-mail pt@lb.lt or to Totorių str. 4, 01121 Vilnius, e-mail info@lb.lt.

Investigation of your complaint by the Bank of Lithuania is free of charge.

You can find the consumer application form and more information on their [website](#).

You can get more details about how we handle complaints in our [FAQs](#).

You may also use the Online Dispute Resolution service if you are an EU resident and have a complaint about our services. The website is: <http://ec.europa.eu/consumers/odr>. As the ODR service will ultimately redirect your complaint to the Bank of Lithuania, you may prefer to contact us or the Bank of Lithuania directly in the first instance.

OTHER IMPORTANT LEGAL STUFF

Our liability

We are liable for proper execution of your payment transactions.

We'll not be responsible for any money you've lost as a result of:

- a merchant or ATM provider refusing to accept your Curve card,
- us suspending or closing your account in accordance with these Terms,
- Curve implementing a legal or regulatory requirement,
- unforeseeable events outside our control, where the consequences would have been unavoidable despite our best efforts,
- goods or services that you purchase using your Curve card,
- loss or corruption of data unless caused by our wilful wrongdoing,
- our compliance with applicable laws.

We're also not responsible for any charges you have to pay to third parties, like your payment card issuers, for using the Curve account and services.

If we breach our Terms with you, we'll only be responsible for losses that could have been foreseen at the time we entered into these Terms and are directly related to the event in question. We'll do all we reasonably can to make sure that our services are not interrupted and are accessible at a reasonable speed. However, we can't promise that this will always be the case e.g. where we rely on third parties to process payments.

Nothing in these Terms will stop us being responsible to you, if we act fraudulently, we act with a very significant degree of carelessness, or we're at fault and the law does not allow us to exclude or limit our liability. We will not be liable to you in respect of any losses you or any third party may suffer in connection with the use of Curve's service - app, account or Curve card as a result of our actions which were not a foreseeable consequence of our actions.

Changes to these Terms

Because these Terms will continue till you or we end them, we may need to change these Terms every now and then. If we make changes that are clearly in your favour, we'll tell you once we've made them. Otherwise, we'll give you 2 months' notice before the change will come into effect - so you can easily end these Terms if you don't agree with the changes.

Any such changes will only of course be made if they are reasonable. We'll assume you're happy with the change unless you tell us otherwise.

We may amend these Terms to reflect changes:

- to the law or regulatory requirements,
- to the way we manage your Curve account as a result of changes in technology and changes to the Curve system that we use,
- in the cost of providing your account and other Curve services,
- to our existing products and services,
- and anything else that we currently can't predict.

We'll assume you're happy with the changes unless you tell us otherwise.

We may not be able to give you 2 months' notice before changes take effect if they are due to reasons outside our control. If so, you will always have 2 months from when they take effect to cancel your account free of charge (including when we make a change without notice that is clearly in your favour).

Our contract with you

Personal to you. Only you and we have any rights under these Terms. These Terms are personal to you and you can't transfer any rights or obligations under them to anyone else.

Transfer. We can transfer any of our rights and obligations under the Terms to comply with a legal or regulatory requirement and we reasonably think that a transfer would not have a significantly negative effect on your rights.

Severability. If for any reason a part of these Terms becomes invalid or unenforceable, we both agree that the invalid or unenforceable parts can be removed and that the rest of the Terms will still be enforceable.

Waiver. If you fail to keep to any of your obligations and we don't take action against you (immediately or ever), we can still take action at a later date.

Our intellectual property

Curve owns all the intellectual property in the Curve products and services or has a license to use them, e.g. Curve app, Curve website, Curve logo and card designs. You agree you won't use Curve's intellectual property, except to use Curve's products. Also, you agree you won't reverse engineer any of Curve's products (that is try to reproduce them after a detailed examination of their composition).

Lithuania law applies

Lithuania law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into it.

If you are living in another EEA country when this agreement starts, Lithuania law will still apply, but will not act to deprive you of any statutory protections that would have been afforded to you in that country. In addition, the competent authorities of that country will have jurisdiction to hear any claims in relation to this agreement, but you can still bring a claim against us in the competent authorities of Lithuania if you want to.

Your Data

By agreeing these terms, you also agree to us using your information to make and receive payments on your account, and any other lawful grounds that Curve has to use your information. You are required to keep your personal data updated, including your residential address. If you're no longer happy for us to use your information, we'll have to close your account. We may keep your personal data and use it where we have lawful grounds to do so. For example, any identity verification information we need to maintain for regulatory reasons (please refer to our [Privacy Policy](#)).

ANNEX 1

DEFINITIONS

- **Business day** – 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 Curve and notified to you as the client of Curve differently.
- **Curve** – Curve Europe UAB, a legal entity registered in Lithuania with its registration number 305626541, registration address Jogailos str. 9, Vilnius, Lithuania. Data on the Company is accumulated and stored in the Register of Legal Entities of the Republic of Lithuania. Curve has an electronic money institution license No. 73 issued by the Bank of Lithuania on 22nd of October, 2020. Curve as an electronic money institution is supervised by the Bank of Lithuania, located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone No. +370 800 50 500. More information about the Bank of Lithuania is detailed by this link <https://www.lb.lt/en/>.
- **Curve account or Curve e-money account** – an account assigned to store e-money. This account is linked to your Curve card and executes transactions and contains information performed by you.
- **Curve card** – a payment card issued by Curve that might be either a personal or business Curve card. Curve card might be a physical and / or digital card.
- **E-money** – electronically stored monetary value as represented by a claim on Curve which is issued on receipt of funds for the purpose of making transactions.
- **Fees Schedule** – a list of fees and charges Curve applies for and in connection with the use of the services, as may be amended by Curve from time to time, which is published on Curve's website. Fees Schedule forms an integral part of the Terms.
- **Payment card** – any debit card, credit card or prepaid card that is linked to the Curve account.
- **Privacy Policy** – Curve's policy governing the processing of personal data, which is published on the website and placed in Curve's app. By accepting these Terms, you also accept and agree to the provisions of the Privacy Policy, as amended from time to time.
- **Transaction** – a money placement, collection, transfer or withdrawal initiated by you as a client of Curve.
- **Terms** – these Terms of Service, any references to the Curve's website provided in these Terms of Service and its annexes, if any.

- **Website** – Curve’s website www.curve.com where you can always find the Terms and other policies applicable to you.