

TERMS OF SERVICE (EEA)

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GENERAL INFORMATION

1. Who are we?

Hello. We're Curve Europe UAB (**Curve**), 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 Konstitucijos pr. 21B, LT-08130 Vilnius.

If you have any questions about these terms and conditions, just drop our friendly customer support team a line at support@imaginecurve.com or get in touch via the Curve Wallet.

If we need to contact you, we'll contact you in English via the Curve Wallet, by email, phone or by post 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.

Curve is more than just a card - it's a powerful over-the-top banking platform that replaces all your other debit cards, credit cards and other payment sources that Curve may deem eligible from time to time. By using Curve, you acknowledge and agree that the purpose of your Curve account is intended to serve your day-to-day spending allowing you to (amongst others) pay in-store or online, withdraw cash, and easily track all your transactions using just the Curve Wallet.

2. What are these Terms?

These terms and conditions, along with the [Subscription Schedule](#) and any other terms and conditions that apply to our services (**Terms**) set out the terms of service for your Curve Wallet account (**Account**) and form a legally binding agreement between Curve and you. You accept this agreement during the onboarding process by clicking "accept/continue".

Curve provides Curve Pay, and 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 notify you by email.

Along with these Terms, you should take a look at our [Privacy Policy](#), [Fair Use Policy](#), [Curve Rewards and Curve Cash Scheme Terms](#) and [Curve Customer Protection Policy](#) for more information. We also encourage you to refer to our [FAQs](#) for any questions you may have.

3. Who can open an Account?

You can open an Account with us:

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

You can't open an Account:

- on someone else's behalf;
- if you already have an Account (in the UK or any other region that Curve operates); or
- if there is any reason that Curve is unable to grant you an account under the law that applies to us or if we've previously closed your Account in line with these Terms.

If you open an Account on someone else's behalf, in breach of these Terms, you will be responsible for any losses that may arise from this.

We may ask for additional information, from time to time, when you are opening your Account or at a later stage, and if this information does not meet our requirements, it may result in your Account opening being delayed or rejected and if you have an open Account, it may result in suspension or closure. We require this information to meet our legal and regulatory requirements, such as, to check your identity. Our [Privacy Policy](#) provides more information about how we use your information for these purposes.

You must keep your details in the Curve Wallet up to date and let us know immediately if any information you've given us changes.

4. What should you know about your Curve account?

How Curve works. When you initiate a transaction using Curve Pay or your Curve Card, Curve automatically debits funds equal to the value of the transaction, plus any fees for that transaction (including for any services provided by Curve) from your selected payment source. In return, Curve issues you with e-money on your Account which is then used instantaneously to pay for the transaction.

When payments are initiated "offline" (for example, where the merchant's point of sale terminal is offline), we will debit funds at the point at which connectivity is restored. This is done for you automatically by the Curve processing system with no hassle to you. If, when we try to debit funds to pay for e-money, your selected payment source has insufficient funds or declines the transaction for any other reason, we may try to process the transaction from the payment source that you have set as your default, your backup source or any other payment source you have linked to your Account, which might include your Curve Cash Card.

Note that you can see all your transactions (including declined transactions) on the timeline in your Curve Wallet.

Curve Pay. Curve Pay is available on your Account via the Curve Wallet on eligible devices. We recommend that you set Curve Pay as your default option for contactless payment on your device to fully benefit from your Account.

Curve Pay is an integral part of your Curve Wallet, which allows you to link all your eligible payment sources to your Curve Card and use this as the default option for contactless payments via your device (including for express payments on certain public transport systems).

Curve Card. Curve will issue you either a personal or business digital Curve Card. You will be able to see your Curve Card details in the Curve Wallet.

Some subscription tiers may also come with a physical card. Irrespective of the subscription tier you have chosen, you can request a physical card if you want one (fees for this are in the [Subscription Schedule](#)). 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 the payment source for the Curve Card (see our current Curve Rewards and Curve Cash Scheme Terms [here](#)).

You may be able to add your Curve Card to certain digital wallets provided by third-parties. You may be required to agree to additional terms with the provider of the relevant digital wallet in order to do so.

We charge fees for replacing your Curve Card when we process requests for a replacement card. We can charge the fee to any of the payment sources linked to your Curve Account. We won't charge you to replace a card that has expired, been stolen or lost. Please read the [Subscription Schedule](#) for more information.

You can use Curve Pay or your Curve Card to make purchases for goods and services, in store or online.

E-money. E-money is 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.

Eligible payment sources. You need to add and verify an eligible payment source to your Account, before you can use your Curve Card or Curve Pay. A payment source can be any eligible debit card, credit card, prepaid card or other payment source that we allow you to add to your Account and fund transactions with.

You can add multiple payment sources to your Account and change the selected payment card at any time using the Curve Wallet.

We may need to change the payment sources that we are able to accept on to your Account and will try to keep you informed of any changes, some of which may depend on the card schemes.

When you add a payment source to your Account, you confirm that the source belongs to you and that you are authorised to use it. You are not permitted to add a payment source that does not belong to you.

Curve will verify that the payment source you have added to your account is yours and that you have the right to use it.

Continuous payment authority. Each time you link a payment source to your Curve Account you're giving us a standing authority to use that payment source to fund the purchase of the e-money used to pay for transactions (as described in "Eligible payment sources" above), and money owed to Curve in accordance with section 13 below. You may withdraw this authority at any time by removing payment sources from your Account (although you should note that this does not mean that any debt that you owe to Curve is cancelled, and we reserve the right to take alternative steps to collect any money owed to us).

ACCOUNTS & SECURITY

5. What type of Accounts can you open?

Personal or business. Curve offers both personal and business Accounts. You can only open a business Account as a natural person who is a sole-trader or a contractor and intend to use your Account exclusively for business spend. You cannot currently open a business Account for a company, partnership or on behalf of another legal entity.

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 spend or if you have a personal Account but wish to use Curve for business spend, 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 Account. If you open more than one Account, we reserve the right to close down any additional Accounts or terminate our relationship with you without informing you first.

Accounts. We offer Accounts with different levels of services and fees (see the [Subscription Schedule](#) for more details):

- Curve Pay
- Curve Pay X
- Curve Pay Pro
- Curve Pay Pro+

6. How can I upgrade or downgrade my Account?

Upgrading your account. You can upgrade your Account and/or change the payment source your subscription is charged to in the Curve Wallet. Please make sure you check and understand any applicable fees or restrictions that may apply to your upgraded subscription.

If we can't charge your nominated payment source for subscription fees or any other fees you owe us - e.g., if your card has expired or your payment source has insufficient funds - you agree that we can take them from any other payment source you've linked to your Curve Account. If we can't take the fees from any of the other payment sources, you'll need to provide us with a valid payment source 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 in the Curve Wallet, if this is not an option then you can downgrade by getting in touch with us. Fees may be payable in accordance with the [Subscription Schedule](#) and the minimum subscription periods section below.

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

You can downgrade your Account within the first 14 days of your subscription called the cooling off period.

If you downgrade your Curve Pay X subscription during the cooling off period, you will receive a full refund and downgraded to your chosen subscription tier. However, you may be charged a delivery fee for the physical card sent to you to cover our costs.

If you downgrade your Curve Pay Pro or Curve Pay Pro+ subscription during the cooling off period - you will be charged cancellation fees in accordance with the [Subscription Schedule](#), to cover our costs.

Minimum subscription periods. Minimum subscription periods may apply to your Account as follows:

Curve Pay

There is no minimum subscription term for Curve Pay.

Curve Pay X or Curve Pay Pro

There is no minimum subscription term for Curve Pay X or Curve Pay Pro. You can downgrade at any time during your subscription, and you will be charged and provided services until the end of the monthly subscription cycle. If you wish to cancel your subscription you may do so but you will not be refunded any amount of the pre-paid monthly subscription fee.

Curve Pay Pro+

When you subscribe to Curve Pay Pro+, you can choose to pay monthly or annually. Depending on which you choose, different 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 must give us 1 month's advance notice prior to the end of the minimum subscription period. If you wish to cancel after your minimum subscription period, you simply need to let us know prior to the date your next monthly subscription fee is paid so that we can update your Account. You will not be refunded any amount paid for the current month of the subscription or the minimum subscription period.

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 will need to give us at least 1 month's advance notice prior to the end of your current subscription period 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 Pay Pro+ 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).

7. 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 but is not limited to:

- signing your physical Curve Card as soon as you receive it (if you can);
- not sharing your security details with anyone (including your Curve Card PIN and other details (physical and digital), Curve Wallet password or PIN or other security information, such as a one-time passcode, used to protect your Account) over the phone or otherwise and keeping such details security to ensure they are not compromised or intercepted;
- not letting anyone else use your Curve Card or Curve Pay;
- making sure you exit / close down the Curve Wallet when you're not using it; and
- keeping your mobile device and your email account secure (for example, restricting access to your mobile device by passcode or biometrics such as face or fingerprint ID).

If you think your Curve Card is lost or stolen, someone knows your security details or has access to your device, or there are transactions on your Account you don't recognise, you must:

- if you still have access to your device, immediately lock your Curve Card in the Curve Wallet;
- let us know ASAP by calling +37052143815 (this line is open for messages 24/7), by email on support@imaginecurve.com or via the Curve Wallet; and

- stop using your Curve Card and Account (including through Curve Pay) 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 in the Curve Wallet. 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 Wallet and the proper functioning and security of the Curve Wallet relies on updates from time to time, you agree that you will keep the Curve Wallet on your mobile devices up to date.

USING CURVE

8. Using your Account

Uses. You can use your Curve Card or Curve Pay to make payments online or at electronic or mobile points of sale or to withdraw cash (subject to limitations and withdrawal restrictions).

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

- enter your Curve Card PIN or OTP number;
- sign a receipt;
- provide your Curve Card details (card number, expiry date, CVV number), including for online transactions;
- wave or swipe your Curve Card (digital or physical) or Curve Pay over or near a contactless payment reader;
- present a device with Curve Pay enabled to a contactless payment reader (or other device through which payments can be initiated) and enter a device passcode, or use biometric or facial recognition to authorise such payment;
- present a device with Curve Pay to an unattended contactless payment reader where biometric/passcode authentication is not required (e.g. for payments on certain transport systems or certain low value transactions); or
- use your Curve Card and PIN to withdraw cash from a payment terminal, e.g at an ATM.

When you use your Curve Card to make a withdrawal from an ATM, obtain cashback over the counter following a transaction of the above type 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;
- you don't think we've carried out your instructions correctly; or
- we establish that you did not otherwise consent to the payment.

Typically your authorisation for a transaction lasts for 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 Account including all charges and other amounts incurred. You also agree that if Curve is unable to collect the corresponding funds from your underlying payment source at the time these become due to be paid by Curve to the merchant, Curve is authorised to collect such funds from any of your other underlying payment sources loaded into the Curve Wallet. If we are not able to recover the funds through this method, we will take other steps to procure the payment of the funds from you.

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 €150 (or its equivalent in your local currency and that of your underlying payment source), we may place a block on those funds (meaning you can't use them) or charge the amount to your payment source at the time you pre-authorise the transaction. If the final amount is less than €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 source. We'll make the payment from the payment source you've selected in the Curve Wallet at the time we process the transaction. This may be a different payment source 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 Wallet. 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.

Curve Customer Protection. Curve Customer Protection allows us to provide greater protection to you, the Curve cardholder, for purchases made using your Curve Card. If you need to raise a claim you should contact Curve and not your underlying payment card issuer. If you have contacted your underlying card issuers, this protection will no longer apply.

9. Reasons we may refuse or delay a payment?

Reasons we may refuse or delay a payment?

- *Security* – we're concerned about the security of your Curve Card, device (for Curve Pay) or Account.
- *Fraud* – we suspect fraud on your Account.
- *Law or regulation* – we need to comply with the relevant law.

- *Your actions* – the transaction breaches limits which apply to your Curve Account, you've breached these Terms or you owe us money, you've failed to provide us with information we've asked for, or your account has been blocked for any other legitimate reason.
- *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 won't be responsible for any losses you suffer as a result of us refusing or delaying a payment.

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. We will always contact you via the Curve Wallet or email in such circumstances. We will never contact you by telephone in such cases. When we contact you, we will also give you information on how you can minimise any fraud risk to your Curve Card 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 Curve Wallet or by contacting us.

10. What about foreign currency transactions?

In case of purchases using Curve Pay or withdrawals or purchases using your Curve Card where the currency of your selected payment source 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 source currency in the Curve Wallet to a different currency (where available) than that of the payment source itself then your payment source issuer or provider (as applicable) 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 [Subscription Schedules](#) for any additional fees that may apply to your foreign currency 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 Wallet.

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 Wallet under the specific transaction.

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.

11. When will we refund a payment made with Curve Pay or your Curve Card?

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

- The transaction is unauthorised and:
 - you've acted fraudulently; and/or
 - you have deliberately or with gross negligence failed to keep your device, Account details or your Curve Card details safe.
- The transaction was authorised by you.
- You deny that you have authorised the transaction, however, information and records available to us indicate that the transaction was authenticated and consented to.
- You have used your Curve Card or Account contrary to these terms, including, but not limited to, where you have added a payment card to your Curve Account without such underlying cardholder's authorisation or where you have granted permission to a third party to use your Curve Card or Curve Pay (unless you've formally agreed this with us or are legally permitted to do this).

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

When we'll be responsible. We'll refund you money that 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 mistake; 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 or Curve Pay 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 get in touch with us through the Curve Wallet or at support@imaginecurve.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 not. If we do not, we will give you reasons for rejecting your request.

12. What can I not use my Curve Account for?

We know most customers will but you must use your Curve Account and Curve 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, payment processor and/or other similar third party, would see as an abuse of the payments system;
- for "cash recycling", which includes using your Account to make an ATM withdrawal and using the cash to repay the payment source used for the withdrawal in order to receive rewards on the payment source or your Account (for other examples of "cash recycling" that are also covered under these terms, see our [Fair Use Policy](#));
- attempt to "double dip" (or similar) or to do anything during the course of a dispute to receive funds from us and your bank, payment card issuer or payment source provider for the same transaction; or
- to make transactions which are not allowed by the issuer of payment cards added to your Account or other payment source provider, e.g. cash advances or transactions for investment purposes. Check your payment source provider's terms to see what's allowed.

13. 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 payment source which has been added to your Account (including your Curve Cash Card), in accordance with the continuous payment authority that you have given us under these Terms. We also reserve the right to apply any payments received to your Account against the amount of your debt to Curve. We may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency.

The circumstances in which you may owe money to us include, but are not limited to:

- funding payments which are made offline (e.g. where a merchant's point of sale device is not connected to the internet);
- funding express payments (e.g. contactless payments made using certain public transport readers); or
- incurring a loss from chargebacks as a result of your fraudulent, or grossly negligent behaviour.

CURVE FEATURES

14. Go Back in Time[®]

This allows you to change the payment source you used to pay for certain transactions after they were made. Check out which transactions this is possible for in the Curve Wallet (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. Depending on your subscription tier, restrictions may apply – please read the [Subscription Schedule](#) for further details.

Curve also allows you to simultaneously Go Back in Time® on two or more purchases by transferring the transactions from the initial underlying payment source, via your Curve Wallet, to another debit card. We will not be responsible for any losses occurred as a result of any errors or mistakes you have made when using this feature. If your transaction is successful, you will be able to identify this in your Curve timeline.

15. Smart Rules

Smart Rules is a Curve Wallet feature that lets you set up a specific payment source to be the payment source when a transaction you are making with Curve Pay or your Curve Card meets certain conditions.

Smart Rules can be set up in the Curve Wallet through the Launchpad section. You would then need to enable the feature and start setting up the different conditions that form part of your rule. Note that you won't be able to use the Curve Cash card for any of your rules. You can also create a priority list when creating the rules, and the rules will always run in the priority list order. If the transaction meets the criteria for the first rule - it will settle it using the payment source without going to the second rule. Therefore, please ensure that you have correctly prioritised your rules so that they meet your needs and do not have any detrimental consequences.

You have the option to completely delete the rule in your Curve Wallet in case it no longer meets your requirements. The number of rules you can have depends on your subscription tier, and may be amended from time to time at Curve's discretion. Please check our [Subscription Schedule](#) for further details.

If your Smart Rule seems to be overlapping with another one, the Curve Wallet will suggest a solution. However, Curve bears no responsibility to whether this will be suitable and meet your needs.

Curve does not bear any responsibility if the Smart Rule does not work and we may at any time default to the card selected in your Curve Wallet if the transaction does not correctly meet the conditions laid out by you in the Curve app. This is not an automation feature and is only a manner for you to select a payment source as a matter of convenience.

Please note, if you have your Anti-Embarrassment turned on then this will take priority over Smart Rules and if your Curve Cash is set to auto spend, your transaction will be taken out of your Curve Cash first.

Curve still retains the right to deny a transaction if it does not meet our eligibility criteria.

16. Curve Fronted

Using Curve Pay or your Curve Card (with a debit card, credit card or other eligible payment source as your underlying payment source) to pay merchants who only accept payments by debit card, or who either impose a charge or deny certain types of debit or credit cards ([e.g. transactions to the HM Revenue and Customs in the UK, paying off a credit card with an underlying credit card selected, paying](#)

[at National Savings & Investments \(NS&I\)](#)), is defined by Curve as a Curve Fronted transaction and will attract a service fee (see our [Subscription Schedule](#) for details). Please note that before you start using this function you should make sure that your underlying credit card issuer (or other payment source provider, if applicable) allows usage of your credit card to fund these types of Curve Card or Curve Pay transactions.

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

- Your underlying credit card issuer (or payment source provider) 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 Curve Pay or your Curve Card.
- You should check your underlying payment source provider's terms and conditions and any applicable subscription or fee schedules to ensure you are fully informed about potential usage restrictions or charges that may apply to your spending.

17. Curve ReFi

Curve ReFi is a feature that allows you to repay the entire (or part of a) balance you have accumulated on a certain payment source(s) by using one of your other payment sources, which must be a credit card, directly through your Curve Wallet.

When you use this feature, you are giving an instruction to Curve to initiate two transactions on your behalf enabling the repayment of the balance on the original payment source and the transfer of that balance (or part of such balance) to your chosen credit card.

You will be asked to select the transaction(s) that you would like to Curve ReFi and the underlying payment source (which has to be a credit card) to which you wish to transfer the payment of the balance on. You must ensure that all of the payment order details are correct before you confirm you wish to proceed with your Curve ReFi; we will not be responsible for any losses occurred as a result of any errors or mistakes you have made. If your Curve ReFi transaction is successful, you will be able to identify this in your Curve timeline.

See our [Subscription Schedule](#) for the fees associated with this feature.

18. Curve Rewards and Curve Cash Schemes

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 are [here](#).

We reserve the right to set limits on the amount you can earn under our rewards and cashback programmes in accordance with our [Fair Use Policy](#).

19. Open banking permissions

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

When you wish to view information about an account you hold with another provider, you must authorise Curve to access that account. Once you've authorised us to access the account, we will access it on your behalf and analyse this information to provide insights to you. You can revoke your consent at any time via the Curve Wallet.

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.

20. High-Risk Merchant Category Code Transactions

You can use Curve Pay or your Curve Card to pay merchants that may have previously been blocked due to the perceived high-risk associated with processing transactions with them (for example, due to higher chargeback volumes).

We will charge you a service fee (see our [Subscription Schedule](#) for details) when you use Curve Pay or your Curve Card to pay a merchant with one of the following Merchant Category Codes:

Merchant Category Code	Merchant Description
5094	Precious Stones and Metals, Watches and Jewellery
5933	Pawn Shops
5966	Direct Marketing—Outbound Telemarketing Merchants
6051	Quasi Cash Merchant

6211	Securities—Brokers/Dealers
7273	Dating services
7372	Computer Programming, Data Processing, and Integrated Systems Design Services
9406	Government-owned Lottery (Specific Countries)
5967	Direct Marketing—Inbound Telemarketing Merchants (e.g. adult chat and entertainment websites)
7800	Government Owned Lottery (U.S. Region Only)
7801	Internet Gambling (U.S. Region Only)
7802	Government Licensed Horse/Dog Racing (U.S. Region Only)
7995	Gambling Transactions
9754	Non face-to-face gambling, betting, and casino

In certain circumstances, we may need to immediately block payments or certain merchant category codes due to requirements set by underlying payment source providers, to comply with applicable laws or regulations or due to concerns surrounding fraudulent use or breaches of our [Fair Use Policy](#).

CLOSING & SUSPENDING ACCOUNTS

21. 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 unauthorised or fraudulent use of Curve Pay or your Curve Card, where our legal obligations require us to do this or where you owe us money.

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 or we have reason to suspect that you are behaving fraudulently or otherwise criminally;
- you don't provide us with the information that we've asked for or the information you've provided is false or misleading;
- you have added a payment card/source contrary to these Terms;
- we have reason to believe that your use of the Curve Wallet is harmful to our systems or you continuing to use your Account could damage our reputation or goodwill;

- we determine that you have breached our [Fair Use Policy](#);
- your behaviour towards us is inappropriate (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 do so;
- we've had to block your Account for a prolonged period of time;
- we are required to by law;
- you are declared bankrupt; and/or
- we can verify that you have died.

We'll give you at least 60 days notice if we want to close your account for any other reason, unless we are prohibited by law from doing so.

22. How can you close your Account?

You can cancel your Account at any time by emailing us at support@imaginecurve.com or contacting us in the Curve Wallet. Before you do so, please make sure to understand our minimum subscription periods as described above and any charges you may incur in accordance with the [Subscription Schedule](#). Note that 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 may be charged fees to cover any costs we have incurred in accordance with the [Subscription Schedule](#) during the "cooling off" period.

On closing your Account, you still need to pay us any fees or money that you owe us or any transactions that have not yet completed. This includes, but is not limited to, money that you owe us as a result of us funding your offline payment(s) or us incurring a loss from chargebacks as a result of your fraudulent or reckless behaviour. You'll also need to make sure that 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 to 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 as required by law.

OTHER IMPORTANT LEGAL STUFF

23. Our liability

We are liable for proper execution of your payment transactions.

We won't be responsible for any money you lose as a result of the following:

- a merchant or ATM provider refusing to accept Curve Pay or your Curve Card;
- if we suspend or close your Account in accordance with these Terms;
- if we implement 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 Curve Pay or your Curve Card;
- loss or corruption of data unless caused by our wilful wrongdoing; and/or
- 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 reasonably 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.

24. Changes to these Terms

As these Terms will continue until you or we end them, we may need to change them every now and then. We may do this to reflect changes:

- to the law or regulatory requirements;
- to the way we manage your Account or run our business, including as a result of changes in technology or the financial system;
- in the cost of providing your Account and other Curve services;
- to our products and/or services; and
- anything else that we currently cannot predict.

We'll give you 60 days' notice before the changes come into effect so you can easily end these Terms if you don't agree with the changes.

In certain circumstances we may immediately, without notifying you, make changes that are:

- clearly in your favour;
- of a clarificatory or relatively minor nature or which correct any inaccuracy (as long as this is permitted by law);
- related to a service and/or feature that is not a payment service or which does not affect existing payment services covered by the Terms;

- required due to reasons outside of our control; or
- permitted by law.

We will try to give you 30 days notice of these changes where we can. In any case, we will tell you once we've made such changes and you'll have 60 days from when they take effect to cancel your Account. You'll need to pay back any money you owe us.

We'll assume you're happy with any changes to these Terms unless you tell us otherwise.

25. 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 or 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.

26. Our intellectual property

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

27. Lithuanian law applies

Lithuanian 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.

28. 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@imaginecurve.com or via the Curve Wallet. 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 in the following ways:

- by submitting the complaint through the electronic dispute resolution tool "Electronic Government Gateway"; or
- by filling in a free-form or completed application form and sending it to the Bank of Lithuania, Žalgirio str. 90, 09303 Vilnius, by e-mail to info@lb.lt or by visiting Totorių str. 4, 01121 Vilnius (for more information click [here](#)).

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.

29. Your data

By agreeing to these Terms, you also agree to us collecting and using your information to provide you with the services outlined in these Terms. One of our affiliate companies, Thackery DAC and/or Curve Netherlands B.V. may also process your data if you are based in the European Economic Area as the merchant on record. For more information on how we use your personal information, please refer to our Privacy Policy

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.

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/>.
- Account – an account assigned to store e-money. This account is linked to your Curve Wallet 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. Your Curve Card might be a physical and / or digital card.
- Curve Pay - a mobile wallet provided by Curve which allows you to link all your eligible payment sources to your Curve Account and use this as the default option for contactless payments via your device.
- 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.
- Payment source – any debit card, credit card, prepaid card or other eligible payment source that is linked to your 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.

Version History

These Terms apply to all customers as of their date of publication.

The previous version of these Terms can be found [here](#).