

# Swedbank, AB payment services provision conditions

## 1. TERMS

1.1. Terms used in these Swedbank, AB Payment Services Provision Regulations have the following meanings:

1.1.1. Personal Data – means any information relating to a natural person, the data subject, who is identified or who can be identified directly or indirectly by reference to such data as a personal identification number or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

1.1.2. Automated Payment – means a Credit Transfer carried out according to the E-invoice automated payment service provision conditions.

1.1.3. Individual Payment Transaction – means a Payment Transaction executed according to the Framework Agreement.

1.1.4. Bank – means Swedbank, AB, legal person's code 112029651, head office address Konstitucijos Av. 20A, LT-03502 Vilnius, Republic of Lithuania, registered in the Register of Legal Entities of the Republic of Lithuania. Bank has a licence No. 11 issued by the Bank of Lithuania, which entitles to service all licenced financial services. E-mail address of the Bank – [info@swedbank.lt](mailto:info@swedbank.lt).

1.1.5. Business Day of the Bank – means a day established by the Bank on which the Bank participating in the execution of a Payment Transaction carries out activities necessary for such Payment Transaction. The Bank may establish different Business Days for the provision of different services and (or) for the execution of different Payment Transactions. Unless the Charges, Service Conditions or Agreement establishes otherwise, a Business Day of the bank means a day, other than Saturday or Sunday, or any other day off or holiday established in legal acts of the Republic of Lithuania.

1.1.6. Website of the Bank – means the internet website of the Bank at the address [www.swedbank.lt](http://www.swedbank.lt).

1.1.7. Framework Contract – means contract regulating the execution of individual and subsequent Payment Transactions, which may establish the obligation to open (to hold an opened) Account and conditions of opening thereof.

1.1.8. E-invoice – means an electronic invoice intended to the Payer issued by the E-invoice issuer (Recipient), i.e. a person who provides goods or services.

1.1.9. Payee – means a natural or legal person who receives the funds of a Payment Transaction.

1.1.10. Internet Banking – means a service provided by the Bank using which the customer may perform Payment Transactions online in the manner established in the Agreement having connected to the Bank's server according to the internet address specified by the Bank.

1.1.11. Statement – means a document drafted and issued by the Bank which contains information about Payment Transactions performed in the Account during a certain period.

1.1.12. Charges – means Charges charged for Services and Operations of the Bank approved in the manner established in the Bank.

1.1.13. Customer – means a natural or legal person who uses or has expressed the intention to use the Services provided by the Bank as the Payer and (or) the Payee.

1.1.14. Commission Fee – means a consideration (fee) charged by the Bank for a Payment Transaction and (or) related services.

1.1.15. Credit Transfer – means a Payment Service whereby at the Payer's initiative funds are transferred to the Payment Account of the Payee.

1.1.16. Payment Order – means any instruction (payment order) by a Payer or Payee to his Payment Service Provider requesting the execution of a Payment Transaction.

1.1.17. Payment Transaction – means an act, initiated by the Payer or by the Payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations of the transaction between the Payer and the Payee.

1.1.18. Payment Service – means any service which is defined as the payment service in the Law on Payments of the Republic of Lithuania.

1.1.19. Payment Service Provider – means a credit institution or any other body providing Payment Services.

1.1.20. Payment Service User – means a natural or legal person making use of a payment service in

the capacity of either payer or payee, or both.

1.1.21. Payment Instrument – means any personalised device and / or certain procedures agreed between the Customer and the Bank and used by the Customer in order to initiate a Payment Order.

1.1.22. Payment Account – means an account opened in the name of one or more persons and used for the execution of Payment Transactions.

1.1.23. Payer – means a natural or legal person who holds a Payment Account and allows a Payment Order from that Payment Account, or, where there is no Payment Account, a natural or legal person who gives a Payment Order.

1.1.24. Reference Interest Charge – means the interest Charge which is used as the basis for calculating the amount of the interest Charge and which comes from a publicly available source which can be verified by both Parties (e.g. EURIBOR).

1.1.25. Reference Exchange Charge – means a currency exchange Charge fixed, changed and announced by the Bank which is used as the basis for currency exchange.

1.1.26. Service – means a Payment Service provided by the Bank.

1.1.27. Service Conditions – means conditions of the provision of a particular Service and / or established by the Agreement and / or internal legal acts of the Bank.

1.1.28. Durable medium – any instrument which enables a Customer to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored (e.g., on the website of the Bank, internet banking system, press).

1.1.29. Notification – means any message, extract, report, certificate, confirmation or other information transmitted by the Parties to each other.

1.1.30. Secure Online Shopping Programme – means “Verified by Visa” and “MasterCard SecureCode” service ensuring additional identification of the payment card users when making payments for goods and/or services via the internet using the payment card particulars and granting access to the Secure Online Shopping Programme.

1.1.31. Conditions – means the present conditions of the provision of Swedbank, AB Payment Services, including all amendments and supplements thereof.

1.1.32. Account – means a Payment Account opened with the Bank for the Customer.

1.1.33. Contract – means agreement concluded between the Customer and the Bank on the provision of the Service. The Contract may be either the Framework Contract or the Single Payment Contract.

1.1.34. Consent – means the Payer’s consent to execute the Payment Transaction.

1.1.35. Party – means the Customer or the Bank separately; the Parties –the Customer or the Bank.

1.1.36. Identification Means – means the Customer’s electronic signature, identification codes granted (issued) by the Bank to the Customer (e.g., PIN), identification numbers, passwords and / or other tools (keys, etc.), which are used in the manner agreed between the Bank and the Customer for the identification of the Customer and consent of Payment Transactions.

1.1.37. Direct Debit – means a Payment Service which involves the debiting of funds from the Payer’s Payment Account when the Payment Transaction is initiated by the Payee on the basis of the Payer’s Consent given to the Payee, Payee’s Payment Services Provider or Payer’s Payment Services Provider.

1.1.38. Third Person – means any natural or legal person, other than the Parties.

1.1.39. Unique Identifier – means a combination of letters, numbers or symbols specified to the Payment Service User by the Payment Service Provider and used to identify unambiguously the Payment Service User and/or his Payment Account for a Payment Transaction.

1.1.40. Host Member State – means the Member State other than the Member State of the European Union and of the European Economic Area.

1.1.41. Home Member State – means the Member State of the European Union and of the European Economic Area.

1.1.42. Consumer – means a natural person (Customer) acting under the Contracts for purposes other than his trade, business or profession.

1.1.43. Single Payment Transaction – means a Payment Transaction for the execution of which a Framework Contract is not concluded and the requirement to open (hold) the Account does not apply.

1.1.44. Single Payment Contract – means the Contract regulating the execution of a Single Payment Transaction and concluded when the Customer is willing to execute a Single Payment Transaction.

## **2. APPLICATION OF CONDITIONS**

2.1. The Conditions shall apply to all relationships between the Client and the Bank pertaining to with the provision of Services arising and continuing after the enforcement of the Conditions.

2.2. In addition to the Conditions, relationships pertaining to the provision of Services shall also be governed by laws and other legal acts of the Republic of Lithuania, General Conditions of Customer Care and Provision

of Services of the Bank, Charges, Service Conditions, Contracts as well as the principles of soundness, justice and fairness in the banking activities.

2.3. If conditions of the particular Service and/or the Contract and / or the Charges do not conform to the Conditions the Service Conditions, the Contract (in observance of provisions of items 8.1 and 8.4 of the Conditions) and the Charges.

2.4. Conditions shall be the component part of all Contracts. The Charges and respective Service Conditions shall also form a component part of Contracts.

### **3. PROVISION AND USE OF SERVICES**

#### **3.1. Features of Services**

3.1.1. The features of Services shall be specified in the Conditions, General Conditions and Contracts.

#### **3.2. Information which must be provided in the Payment Order**

3.2.1. The Bank shall credit the funds to and debit them from the Account according to the Unique Identifier specified in the Payment Order received by the Bank – the Account number of the Customer assigned to by the Bank according to the standard of the international bank account numbers, i.e. IBAN. The Bank shall have the right, but not the obligation, to check whether such Unique Identifier specified in the Payment Order received by the Bank corresponds to the Account holder's forename and surname (name). If for the purpose of crediting the funds to the Account or debiting them from the Account the aforementioned Unique Identifier is submitted to the Bank, the Payment Order shall be considered as properly executed, if it was executed according to the specified Unique Identifier. If the Bank carries out the aforementioned check and establishes an obvious difference between the Unique Identifier submitted to the Bank and the forename and surname (name) of the Account holder, the Bank shall have the right to refrain from executing such Payment Transaction.

If the Bank receives the Payment Order to transfer the funds to the Payment Account opened with the institution of another Payment Services Provider or in Switzerland, such Payment Transaction shall be executed by the Bank according to the Unique Identifier specified in the Payment Order received by the Bank – the Payee's Payment Account number according to the IBAN standard. The Bank shall not be held liable for the failure to specify the aforementioned Unique Identifier in the Payment Order and/or for specifying a wrong Unique Identifier, and/or when the Payee's Payment Services Provider may have established a different Unique Identifier for the proper execution of such Payment Transaction (crediting of funds to the Payee's Payment Account).

The Bank shall have the right to establish additional and/or other mandatory information (e.g., amount and currency of the Payment Transaction, Payee's forename and surname/name, payment code), which must be submitted to the Bank for the proper execution of the Payment Order. Such additional and/or other information shall be provided in the Service Conditions, Contract, Payment Order forms, etc.

3.2.2. The Bank executing Payment Orders initiated by the Customer shall transfer to the Payee's Payment Services Provider the information contained in the Payment Order (also including the Customers personal Data specified in the Payment Order).

#### **3.3. Consent and its withdrawal, revocation of the Payment Order**

3.3.1. A Payment Transaction shall be considered to be authorised only if the Payer has given Consent. The Customer (Payer) may give Consent in the form and manner established by the Bank or agreed between the Bank and such Customer. A written Consent must be signed by the Customer or a legal representative thereof. Consent may also be confirmed by electronic signature, a password and codes assigned to the Customer and/or other Means of Identification. When settlement is made using a payment card in certain cases the Customer (Payer) or a representative thereof may also confirm the Consent by submitting the payment card's particulars (e.g., forename and surname / name, payment card number, validity period, CVV2/CVC2 code (digits on the back side of the payment card)) or certain actions performed by the Customer (Payer) according to the established sequential order (e.g., placing a payment card into a certain place, ordering a particular service or good), as offered to him at the self-service self-settlement points. Consent confirmed in all ways provided for in this item shall be considered as duly confirmed by the Customer (Payer) and shall have the equal legal power as the hard copy (Consent) signed by such Customer (his representative) and shall qualify as a means of proof when hearing the disputes between the Bank and the Customer in courts and other institutions and the Customer shall be deprived of the right to contest the Payment Transaction executed by the Bank, if the Payment Order was submitted in the manner established in this item.

3.3.2. Consent of the Customer (Payer) shall be submitted prior to the execution of the Payment Transaction. On agreement between the Customer (Payer) and the Bank the Payment Transaction may be authorised, i.e. Consent of such Customer may be obtained after the execution of the Payment Transaction.

3.3.3. In case of Direct Debit the Customer's (Payer's) Consent must be given to the Bank and in cases established by the Bank such Consent may be given to the Payee or to the Payee's Payment Service Provider.

Provider.

3.3.4. The Customer agrees that the Bank for the purpose of executing a Payment Transaction may transfer the Personal data of the Customer available to the Bank to persons related with the execution of such Payment Transaction – international organisations of payment cards, entities processing information about settlements using payment cards, the Payee's Payment Service Provider, the operator of the payment system used for the execution of the Payment Transaction, the intermediaries of the Bank and the Payee's Payment Service Provider, the Payee.

3.3.5. The Customer (Payer) may withdraw Consent at any time before the point of time of irrevocability under subitem 3.3.6 of the Conditions. Consent to execute a series of Payment Transactions may also be withdrawn with the effect that any future Payment Transaction is to be considered as unauthorised. The Customer must notify the Bank in written or in any other manner acceptable to the Bank about withdrawal of Consent.

3.3.6. Payment Order revocation procedure:

3.3.6.1. a Payment Order may not be revoked after it is received by the Bank, excluding the cases established in the Conditions;

3.3.6.2. when a Payment Transaction is initiated by or through the Payee (e.g., settlement with a payment card), the Payer may not revoke the Payment Order when it is sent or when the Payer has given Consent to the Payee to execute the Payment Transaction. However, in case of a Direct Debit the Payer may revoke the Payment Order of the Direct Debit transaction no later than by the end of the day following the day on which the Payer and the Payee have agreed to debit the funds from the Payer's Payment Account. The Bank shall carry out the Direct Debit transactions on the basis of arrangement between the Payer and the Bank, however, without assuming liability in those cases when the Payee submits such Payment Order disregarding the time limits established in the arrangement with the Payer;

3.3.6.3. Payment Orders provided for in point 3.4.1.2 of the Conditions may be revoked no later than by the end of the Bank Business Day following the agreed day;

3.3.6.4. upon expiration of the time limits established in points 3.3.6.1 – 3.3.6.3 of the Conditions the Payment Order may be revoked only on agreement between the Customer (Payer) and the Bank and in cases provided for in point 3.3.6.2 of the Conditions the Payee's Consent shall also be necessary.

3.3.7. The Bank shall have the right to charge a Commission Fee in the amount established in the Charges for the revocation of the Payment Order.

#### **3.4. The point of time of receipt of the Payment Order in the Bank, requirements applicable to the Payment Order and refusal of the Payment Order**

3.4.1. When the Customer is a Payer, the Payment Order shall be deemed to have been received in the Bank (commencement of the calculation of the time of execution of such Payment Order) on the day of its receipt, and if the point of time of receipt of the Payment Order is not a Business Day of the Bank – on the following Business Day, with the exception of the following cases:

3.4.1.1. a Payment Order received by the Bank on the Business Day of the Bank after the hour established in the Charges, Service Conditions or Contract shall be deemed to have been received in the Bank on the nearest Business Day of the Bank;

3.4.1.2. on agreement of the Payment Service User initiating the Payment Order and his Payment Service Provider the execution of the Payment Order may be started on a particular day or at the end of a certain period or on the day when the Payer sets funds at his Payment Service Provider's disposal. In cases specified in this point 3.4.1.2 when the Payer is the Customer, the Payment Order shall be deemed to have been received in the Bank and if such agreed day is not a Business Day of the Bank, the Payment Order shall be deemed to have been received in the Bank on the nearest Business Day of the Bank;

3.4.1.3. when the Bank agrees to accept the Payer's Payment Order which does not contain full information necessary for the execution of the Payment Order (the Payee's name, Payee's Payment Account number according to IBAN standard, etc.) and for the purpose of processing the information in the Payment Order and/or generation of the final Payment Order the Bank shall involve Third Persons (e.g., when accepting payments according to the payment (settlement) books), such Payment Order shall be deemed to have been received in the Bank when the aforementioned Third Persons provide to the Bank all information required by the Bank necessary for the execution of the Payment Order (for the processing of the information provided in the Payment Order and/or generation of the final Payment Order).

3.4.2. The Bank shall have the right to debit the funds of the Payment Transaction from the Customer's (Payer's) Account on the day of submission of the Payment Order to the Bank or in cases provided for in point 3.4.1.2 of the Conditions on the agreed day, and such day may be earlier than the aforementioned point of time of receipt of the Payment Order from which the calculation of term of execution of the Payment Order begins.

3.4.3. The Bank shall have the right to record and keep any Payment Orders submitted in any manner agreed with the Bank, as well as to record and store the information about all Payment Transactions executed by the Customer or carried out according to the Customer's Payment Order. The records mentioned in this item may be submitted by the Bank to the Customer and/or Third Persons as a proof of submitted Payment Orders and/or executed Payment Transactions.

3.4.4. The Customer may submit to the Bank only such Payment Orders and only in such manner which have been agreed upon by the Bank and the Customer. Payment Orders submitted by the Customer must conform to the requirements established in legal acts of the Republic of Lithuania and provided by the Bank for the submission and/or content of such Payment Order. Payment Orders submitted by the Customer must be formulated explicitly, unambiguously and executable and must contain a clearly expressed will of the Customer. The Bank shall not be held liable for mistakes, irregularities, repetitions and/or contradictions existing in the Payment Orders submitted by the Customer, including, but not limited to the accuracy of requisites of the Payment Orders submitted by the Customer. If the Payment Orders submitted by the Customer do not contain sufficient data or have other deficiencies the Bank depending upon the type of deficiencies of the Payment Order may either refuse to execute such Payment Order or execute the Payment Order according to the data contained in it.

3.4.5. The Bank shall have the right to refuse to execute the submitted Payment Order, if it has reasonable doubts that the Payment Order was submitted not by the Customer or legal representative thereof, or that the data submitted to the Bank are false. If the Bank has reasonable doubts that the Payment Order was submitted not by the Customer or legal representative thereof, or with regard to the authenticity of documents submitted to it, or any other doubts concerning the legality or content of the submitted Payment Order, the Bank shall have the right to demand from the Customer on his own account and in the manner acceptable to the Bank to confirm the Payment Order and/or to furnish the Bank with documents supporting the right of persons to dispose the funds available in the Account, or other documents specified by the Bank. With a view to protecting the legitimate interests of the Customer and/or the Bank shall have the right to temporarily refuse the execution of Payment Orders of the Customer's representative until the check of documents supporting the powers of the Customer's representative is performed. In cases referred to in this item the Bank shall act with a view to protecting the legitimate interests of the Customer, the Bank and/or other persons, and therefore the Bank shall not be held liable for losses which might arise from the refusal to execute the submitted Payment Order.

3.4.6. The Customer shall guarantee the availability of the sufficient amount of funds in a respective currency in his Account necessary for the execution of the Customer's Payment Order. When the Payment Transaction is carried out with a payment card the amount of funds in euros available in the Account may not be smaller than the amount of the Payment Transaction or its equivalent in euros. If at the point of time of submission of the Customer's Payment Order the amount of funds in the Account in the required currency is insufficient, the Bank shall have the right to refuse to execute such Payment Order, unless the Parties agree otherwise.

3.4.7. The Secure Online Shopping Service shall be provided only to the holders of cards issued by the Bank and specified on the internet site of the Bank, who have registered these cards in the established manner in the Secure Online Shopping Programme. .

3.4.8. The Customer willing to pay for the purchased goods and/or services via the internet when the Payment Order is executed by submitting the particulars of cards specified in item 3.4.7 of the Conditions (e.g., forename and surname/name, card number, expiration date, CVV2/CVC2 code (numbers on the back side of a card) shall additionally: i) enter the password generated by him when registering the card in the Secure Online Shopping Programme (applicable until 3 January 2016); or ii) confirm his identity using the tools specified by the Bank. The Bank shall have the right to refuse executing the Payment Order initiated by submitting payment card particulars indicated in this item, if the card is not registered in the Secure Online Shopping Programme and/or: i) the Payment Order is not additionally confirmed by the password generated by the Customer when registering the card in the Secure Online Shopping Programme (applicable until 3 January 2016); or ii) the Payment Order is not fully confirmed using the tools specified by the Bank.

3.4.9. Before executing the Payment Order submitted by the Customer the Bank shall have the right to demand from the Customer the submission of documents proving the legal origin of funds related with the execution of the Payment Order. In the event of the Customer's failure to submit such documents the Bank shall be entitled to refuse to execute the Customer's Payment Order.

3.4.10. The Bank shall have the right to transfer to Third Persons fully or partially the execution of the Payment Order submitted by the Customer, if this is necessary for the interests of the Customer and/or according to the essence of the execution of the Payment Order.

3.4.11. The Bank shall have the right to suspend and/or terminate the execution of the Payment Order submitted by the Customer if so required by legal acts of the Republic of Lithuania and/or by other legal acts mandatory to the Bank, or if this is necessary for other reasons which do not depend upon and are not controlled by the Bank.

3.4.12. The Bank, having refused to execute the Payment Order submitted by the Customer shall notify the Customer to the effect or enable the Customer to get familiarised with such a Notification, excluding the cases

when such a Notification is technically impossible or if this is prohibited by legal acts of the Republic of Lithuania. The Payment Order refused by the Bank shall be deemed not received. If the Bank's refusal to execute the Payment Order submitted by the Customer is objectively justified, the Bank may charge the Customer for the Notification of such refusal a Commission Fee of the amount established in the Bank's Charges.

### **3.5. Time limits of the execution of Services**

3.5.1. The time limits of the execution of transactions of payments to the Payment Accounts are specified in the Conditions, Charges, Service Conditions and Contracts.

3.5.2. In cases provided for in point 3.4.1.2 when Credit transfer is made in euros in the Republic of Lithuania and when the Customer is a Payer the Bank shall guarantee the crediting of the Payment Transaction amount into the Payee's Payment Service Provider's Account on the day of execution of the Payment Order and where the Payment Order execution day is not a Business Day of the Bank – on the nearest Business Day of the Bank.

3.5.3. When the Customer is a Payee, the Bank shall refer the Payment Order initiated by or through such Customer to the Payer's Payment Service Provider within the time limit agreed between such Customer and the Bank. The Payment Order to perform a Direct Debit shall be delivered within the agreed time limit to enable the execution of settlement on the agreed day.

3.5.4. When the Customer is a Payee, the Bank shall enable the Customer to use the amount of the Payment Transaction available in the Account:

3.5.4.1. when the Payment Transaction is executed in the currency of the Member State – immediately after crediting such amount to the Bank Account and receipt by the Bank of all information necessary for that purpose;

3.5.4.2. when the Payment Transaction is executed in the currency of the Host Member State – within 1 (one) Business Day of the Bank of the day on which the amount is credited to the Bank Account and the Bank receives all information necessary for that purpose.

3.5.5. When the Customer does not have the Account, the Bank, having accepted the funds designated for such Customer, shall create the possibility to dispose of such funds for the time limit established in item 3.5.4 of the Conditions.

3.5.6. When cash is placed on the Account in the currency of the Account the Bank shall guarantee the possibility to dispose of such funds no later than on the next Business Day of the Bank after receipt of the funds and if the Customer is a Consumer – as soon as the funds. When cash is placed on the Account not in the currency of the Account, the Bank may establish a longer time limit (in the Charges, Service Conditions, Contracts) after expiration of which the Customer may dispose such cash placed on the Account.

3.5.7. The duration of execution of other Services shall be established in the Charges, Service Conditions, Contracts or other documents (e.g., requests, applications, questionnaires).

### **3.6. Cost limits of Payment Transactions**

3.6.1. The Contract or other documents (e.g., requests, applications, questionnaires), as well as internal legal acts of the Bank may establish a maximum limit of costs for Payment Transactions executed using a Payment Instrument.

### **3.7. Additional Use of Identification Means**

3.7.1. Identification Means issued by the Bank to the Customer, i.e. user ID and identification codes may be used without a separate arrangement with the Customer for confirming the Customer's identity when providing information about services rendered and (or) being rendered by the Bank to the Customer by any means specified by the Bank (e.g., by phone number indicated by the Bank).

## **4. INFORMATION PROVIDED BY THE CUSTOMER ABOUT PAYMENT TRANSACTIONS**

### **4.1. Information about Individual Payment Transactions**

4.1.1. The Bank must prior to the beginning of execution of the individual Payment Transaction initiated by the Customer (Payer) at the request of such Customer provide the latter with the information about the maximum time of execution of such Payment Transaction (paragraph 3.5 of the Conditions), the Commission Fee due and the method of withholding its amount (paragraph 5.1 of the Conditions). The Customer may get familiarised with the aforementioned information at the customer servicing outlet of the Bank and on the Bank's internet website.

4.1.2. The Bank shall provide in the Statement to the Customer (Payer) the following information about the amounts of Individual Payment Transactions debited from the Account (if the Customer is not a Consumer, not all below- specified information may be provided by the Bank in the Statement):

- 4.1.2.1. information enabling the Customer (Payer) to identify each Payment Transaction and Payee related information;
- 4.1.2.2. the Payment Transaction amount in the currency in which such amount is debited from the Account, or in the currency specified in the Payment Order;
- 4.1.2.3. the amount of the Commission Fee for the Payment Transaction amount, the manner in which the amount of the Commission Fee is withheld, or interest paid by the Customer (Payer) for such Payment Transaction;
- 4.1.2.4. the currency exchange rate applied by the Bank and the Payment Transaction amount after currency exchange, if the execution of the Payment Transaction involved the exchange of currency;
- 4.1.2.5. the date of debiting the Account.
- 4.1.3. The Bank shall provide in the Statement to the Customer (Payer) the following information about the amounts of Individual Payment Transactions credited to the Account (if the Customer is not a Consumer, not all below- specified information may be provided by the Bank in the Statement):
  - 4.1.3.1. information enabling the Customer (Payee) to identify Payment Transaction and the Payer as well as the details of the Payment Order transmitted alongside the Payment Transaction;
  - 4.1.3.2. the Payment Transaction amount in the currency in which the amount is credited to the Account of the Customer (Payee);
  - 4.1.3.3. the amount of the Commission Fee for the Payment Transaction amount, the manner in which the amount of the Commission Fee is withheld, or interest paid by the Customer (Payee) for such Payment Transaction;
  - 4.1.3.4. the currency exchange rate applied by the Bank and the Payment Transaction amount prior to currency exchange, if the execution of the Payment Transaction involved the exchange of currency;
  - 4.1.3.5. value date.
- 4.1.4. The Customer may obtain the Statement in the following ways:
  - 4.1.4.1. arriving to the customer servicing outlet of the Bank directly from the Bank employee;
  - 4.1.4.2. the Customer who uses the Internet Banking Service, may view and print the Statement himself using the Means of Identification;
  - 4.1.4.3. receiving the Statements from the Bank by post or in any other agreed manner in observance of a respective agreement and/or request of the Customer (application, questionnaire, etc.).
- 4.1.5. The Customer who is a Consumer shall have the right to receive free of charge the Statement containing the information about Payment Transactions performed in the Account as specified in items 4.1.2 – 4.1.3 of the Conditions in the following manner:
  - 4.1.5.1. the Customer who uses the Internet Banking Service, may view and print the Statement himself using the Means of Identification. The Statements issued in such manner shall be free of charge irrespective of their frequency. The Bank shall have the right to establish for what period the information should be provided in the Statement about the Payment Transactions executed during it in this manner, however in any case the Customer shall be eligible to receive free of charge the Statement issued in such way containing the information at the request of the Customer about Payment Transactions executed in the Account within maximum 30 (thirty) calendar days prior to the day of application of the Customer or during a calendar month preceding the day of application of the Customer;
  - 4.1.5.2. the Customer who does not use the Internet Banking Service shall be entitled upon arrival to the customer servicing outlet of the Bank to receive once in a calendar month the Statement free of charge directly from the employee of the Bank containing information at the Customer's request about the Payment Transactions performed in the Account during maximum 30 (thirty) calendar days prior to the day of application of the Customer or during a calendar month preceding the day of application of the Customer.
- 4.1.6. The Consumer must pay the Commission Fee in the amount fixed in the Charges for the information provided at his request additionally to the information specified in items 4.1.2 – 4.1.3 and 4.1.5 of the Conditions and/or for more frequent delivery of the Statements and/or for the issuance of the Statements in the manner or using the means, other than those established in items 4.1.5 of the Conditions. The Customer who is not a Consumer must pay for the issuance of Statements the Commission Fee in the amount fixed in the Charges.

## **4.2. Information about Single Payment Transactions**

- 4.2.1. When the Payment Order for the execution of a Single Payment Transaction is delivered using the Payment Instrument provided for in the agreement concluded by the Customer with another Payment Service Provider the Bank shall not be required to provide such information or create conditions to get familiarised with such information already provided to the Customer according to the agreement concluded with another Payment Service Provider or to be provided under such agreement.
- 4.2.2. Prior to concluding a Single Payment Contract or submitting a proposal to conclude such Contract the

Bank shall enable the Customer to get familiarised either upon arrival to the customer servicing outlet of the Bank or on the internet website of the Bank with the conditions of the execution of the Single Payment Transactions.

4.2.3. Conditions of execution of Single Payment Transactions:

4.2.3.1. precise information and/or Unique Identifier indicated in item 3.2.1 of the Conditions which must be specified by the Customer for the proper execution of the Payment Order;

4.2.3.2. the duration of the provision of the Service is specified in paragraph 3.5 of the Conditions;

4.2.3.3. the Commission Fee due from the Customer and as withheld amount of the Commission Fee are specified in paragraph 5.1 of the Conditions;

4.2.3.4. if a Single Payment Transaction involves the exchange of currency, the Reference Exchange Rate shall apply;

4.2.3.5. for the purpose of execution of Single Payment Transactions other provisions of these Conditions shall also apply, with the exception of cases when the Conditions explicitly establish otherwise and the cases when certain provisions obviously cannot be applied to the Single Payment Transactions (e.g., provisions of the Conditions pertaining to amendments and termination of the Framework Contract).

4.2.4. Having received the Payment Order to execute a Single Payment Transaction, the Bank shall promptly provide the Customer (Payer) with easy access to get familiarised with:

4.2.4.1. information enabling the Customer (Payer) to identify the Payment Transaction and with the Payee related information;

4.2.4.2. the Payment Transaction amount in currency specified in the Payment Order;

4.2.4.3. the amount of Commission Fee payable by the Customer for the Payment Transaction and the method of division of the Commission Fee;

4.2.4.4. the Reference Exchange Rate and the Payment Transaction amount after currency exchange, if the Payment Transaction involved the exchange of currency;

4.2.4.5. the date of receipt of the Payment Order.

4.2.5. At the request of the Customer, the Bank shall furnish him with the information referred to in item 4.2.4 of the Conditions in written or using any other Durable Medium acceptable to the Bank.

## **5. COMMISSION FEE, INTEREST AND EXCHANGE RATE**

5.1. For the Payment Transactions executed by the Bank and/or related services the Customer shall pay to the Bank the Commission Fee in the amount established by the latter. The amount of the Commission Fee shall be specified in the Charges, Service Conditions and/or Contract. If the Customer fails to duly discharge his payment obligations to the Bank within the established time limits, the Customer must pay to the Bank the penalty (fines or penalties) in the amount established in the Charges, Service Conditions, Contract and/or legal acts of the Republic of Lithuania and/or interest.

5.2. If the Customer is not a Consumer and/or a respective Payment Transaction is executed in the currency of the Home Member State to or from the Host Member State or in the currency of the Host Member State, for the fulfilment of notification obligations or corrective or preventive measures in observance of Chapters IV–VI of the Law on Payments of the Republic of Lithuania the Customer must pay to the Bank the Commission Fee in the amount established at the latter's discretion, as specified in the Charges, Service Conditions and/or Contract.

5.3. Upon expiration of payment terms of the Commission Fee the Customer must have in his Accounts the amount of funds equal to the total amount due from the Customer to the Bank. If the amount of funds available in the Account specified in the Contract is insufficient for payment of the Commission Fee, the Bank shall specify in the Account the amount of the Customer's debt to the Bank. The Bank shall have the right without a separate consent of the Customer to debit the Commission Fee from the Customer's Account in which the Payment Transaction is executed. The Bank shall also have the right to debit the Commission Fee from other Accounts of the Customer, and when the Customer holds several Accounts, the Bank shall have the right to select at its discretion from which Account and in what proportions the amounts due from the Customer should be debited. In cases established by the Bank the Customer shall pay the Commission Fee to the Bank in cash prior to or after the execution of the Payment Transaction. Furthermore, the Bank shall have the right to withhold the Commission Fee due from the Customer (Payee) and directly related with the Payment Transaction from the amount transferred to the Customer (Payee) crediting it to the Account of the Customer (Payee).

5.4. The Commission Fee shall be paid in currency specified in the Charges, Service Conditions or Contract. If funds available in the Account are insufficient for payment of the Commission Fee in the established currency, the Bank shall have the right, but not the obligation, applying the Reference Exchange Rate, to convert the funds available in the Account in another currency to the required currency. If funds available in the Account are in several other currencies, the Bank shall convert them into the currency payable to the Bank



according to the alphabetical order of the abbreviated names of international currencies (starting from those currencies the abbreviated name of which begins with "A"), unless the Customer and the Bank have agreed otherwise.

5.5. If the Payment Transaction is executed using the Account and funds available in the Account are insufficient for the execution of the Payment Transaction and for payment of the Commission Fee, the Bank shall have the right to refuse to execute the Payment Transaction.

5.6. The Bank shall pay to the Customer the interest on funds available in the Account, if so provided in the Charges, Service Conditions and/or Contract. The Bank shall have the right to pay the aforementioned interest also in those cases when such interest is not provided in the Charges, Service Conditions or Contract. Interest shall be calculated on the balance of funds available in the Account, which shall be calculated after the last transaction performed that day in the Account. For the purpose of calculating the interest mentioned in this paragraph it shall be considered that a year consists of 360 (three hundred and sixty days) and month – of the calendar number of days. Interest calculated for a month shall be paid on the last day of such month (if the Customer is a legal person) or on the first day of the next month (if the Customer is a legal person), transferring the interest to the Account.

5.7. If when executing the Payment Transaction a debt to the Bank occurs in the Customer's Account, until such debt is covered the Customer shall pay to the Bank the interest provided for in a respective contract or Charges.

5.8. Revised Reference Exchange Rate and revised Reference Interest Rate shall be applied by the bank immediately without a separate warning. The Customer can obtain information about changes in the Revised Reference Exchange established, revised and announced by the Bank in the customer servicing outlets of the Bank and on the internet website of the Bank, unless the Bank and the Customer have agreed otherwise.

When settlements are made using a payment card, amounts of a Payment Transaction shall be debited from the Account in euros. If currency of Payment Order to make a settlement differs in comparison to the currency in which amount will be debited from the Account, conversion of such currencies will be done in the manner established by the Bank, which is published on the internet website of the Bank. Information about changes in the Reference Exchange Rate can be obtained by the Customer in the manner established in the Charges, Service Conditions or Contract.

## **6. COMMUNICATION BETWEEN THE CUSTOMER AND THE BANK**

6.1. All Notifications communicated by the Parties to each other must be of simple written form (i.e. prepared in the form of a respective document), excluding the cases established in legal acts of the Republic of Lithuania, Service Conditions, Contract or other documents submitted to the Bank (applications, questionnaires, etc.), when the Notifications may be communicated verbally or must be of notarial form. Documents communicated using the telecommunications terminal equipment or electronic means of communication (fax, internet, Internet Banking System, etc.) shall be comparable to the documents of written form.

6.2. The Bank shall deliver Notifications to the Customer personally or by way of publicizing:

6.2.1. Notifications of the Bank delivered personally shall be handed in or communicated orally directly to the Customer, or sent to the Customer by post, e-mail, fax, communicated by phone and other telecommunications terminal equipment, electronic means of communication, or with the help of the Internet Banking System. If the Notification is communicated verbally, the Bank shall have the right to record the communication and keep its record in the manner established by legal acts of the Republic of Lithuania;

6.2.2. Notifications of the Bank communicated by way of publicizing shall be made available in the premises of the customer servicing outlets of the Bank and/or on its internet website. Such Notifications may also be published in advertisements in press or other media.

6.3. Notifications communicated by the Customer shall be handed in or communicated orally directly to Bank employees and also may be sent to the Bank by post, e-mail, fax and other telecommunications terminal equipment, electronic means of communication, or with the help of the Internet Banking System. If the Customer communicates the Notification orally, the Bank shall have the right to record the communication and keep its record and/or request the submission of such Notification in written form in the manner established by legal acts of the Republic of Lithuania.

6.4. The Bank must guarantee uninterrupted and good quality functioning of the Internet Banking System and website of the Bank (to the extent depending upon the Bank). However, the Bank shall have the right to improve its information systems and eliminated noticed failures, even if this may result in the interruptions of the provision of informatikon and/or Services. The Bank must plan the works of improvement of its information systems and elimination of their failures and where necessary perform them at night. In cases of exceptional circumstances and/or important reasons the Bank, seeking to prevent the Customer or itself from [potential losses shall have the right to eliminate the failures of information systems at any time of the day. The works of

elimination of failures of the information systems shall be carried out within the shortest possible time. During the improvement and/or elimination of failures of the information systems of the Bank the fulfilment of all obligations of the Bank for the fulfilment of which the information systems are used shall be suspended.

6.5. Each Party shall have the right to select the manner of communication of the Notification, excluding the cases imperatively stipulated by legal acts of the Republic of Lithuania, Service Conditions, Contracts and other documents furnished to the Bank (applications, questionnaires, etc.). Notification of the Bank communicated by way of publicizing shall be considered as duly delivered and handed in to the Customer, excluding the cases imperatively stipulated by legal acts of the Republic of Lithuania, when the Bank must deliver the Notification to the Customer personally. Information constituting the bank secret may be communicated personally.

6.6. Notifications communicated by the Parties shall be deemed as received when after sending the Notification the time period which is normally required for sending the information by respective means of communication expires, including the following cases when the Notification is considered as having been received:

6.6.1. when the Notification is communicated orally (including by phone) – at the moment of communicating it by word of mouth;

6.6.2. when the Notification is handed in personally – on the day of handing it in;

6.6.3. when the Notification is sent by post – within 5 (five) calendar days of the day of its sending and where the Notification is sent or received from outside the boundaries of the Republic of Lithuania – within 14 (fourteen) calendar days of the day of its sending;

6.6.4. when the Notification is sent by e-mail, fax, other telecommunications terminal equipment, electronic means of communication, or with the help of the Internet Banking System – on the day of its sending (communication), if it was received during business hours, or on the nearest business day, if on the day of its sending (communication) it was received after business hours;

6.6.5. a publicized Notification of the Bank – on the day of publicising it;

6.6.6. when the recipient confirms the receipt of the Notification earlier than specified above – on such day confirmed by the recipient.

6.7. For the purpose of communication of the Notifications the forename, surname or legal person's name, addresses, telephone, fax numbers and other requisites (hereinafter the Contact Details), as specified in the Contract or other documents furnished to the Bank (applications, questionnaires, etc.) shall be used.

6.8. If the Bank has concluded a certain Contract with more than one Customer (e.g., the Account opened on behalf of two or more persons), the Bank shall have the right to communicate the Notifications related to such Contract to any of such Customers and such Customer must forthwith deliver the received Notification to other persons who have concluded the aforementioned Contract with the Bank.

6.9. If the Contract or other documents furnished to the Bank (applications, questionnaires, etc.) do not contain the Contact Details of the Customer, the Bank shall have the right to deliver the Notification using the most recent Contact Details specified by the Customer. If the Contract does not contain the Contact Details of the Bank, the Customer shall have the right to deliver the Notification using the Contact Details of the Bank specified on the website of the Bank.

6.10. The Parties must forthwith inform each other about changes in their Contact Details. At the request of the Bank the Customer must furnish respective documents supporting the change of the Contact Details. If this requirement is not fulfilled, the Notification communicated on the basis of the most recent details specified to the other Party shall be deemed as duly sent and any obligation fulfilled on the basis of such details as duly discharged. The Bank must inform about changes of its Contact Details by way of publicizing. With a view to protecting the Customer's funds against illegal acts of third persons the Customer must also forthwith notify the Bank in written about the theft or other loss of his personal identification document.

6.11. The Parties must forthwith notify each other about all circumstances material for the performance of the Contract. At the request of the Bank the Customer must submit the documents supporting such circumstances (e.g., change of the sample signature of the Customer or Customer's representative, initiation and opening of the Customer's bankruptcy or restructuring case, liquidation, reorganisation or restructuring of the Customer, etc.), irrespective of whether or not such information has been furnished to the public registers.

6.12. If the Customer does not receive from the Bank the Notifications, which it had to receive according to the Contract or for the receipt of which it has submitted a separate request to the Bank, he must immediately inform the Bank to the effect.

6.13. Upon receipt of the Notification from the Bank the Customer must forthwith verify the correctness and accuracy of information specified in the Notification and having identified any inconsistencies, irregularities or having found other shortcomings – promptly inform the Bank to the effect. This paragraph shall not apply to those Notifications of the Bank which according to their subject matter, Contract, Service Conditions or legal

acts of the Republic of Lithuania are not subject to the verification and/or approval by the Customer.

6.14. Notifications of the Bank may not be considered as the Bank's obligation and/or proposal to the Customer to conclude the Contract or to use the Services, with the exception of the cases when the Notification explicitly specifies that the Notifications should be considered as such obligation and/or proposal.

6.15. Conditions, Charges and Service Conditions shall be drafted and published in the Lithuanian language and at the request of the Customer and agreement of the Bank the Bank may also furnish the Customer with the aforementioned documents also in other languages acceptable to the Bank. The Contracts shall be concluded in the Lithuanian language and at the request of the Customer and agreement of the Bank the Contracts may be concluded also in other languages. The Bank shall have the right to require from the Customer to refund the costs of translation of the Conditions, Service Conditions, Charges or Contract into the foreign language.

6.16. Notifications of the Bank shall be drafted in the Lithuanian language. The Bank shall also have the right to draft such Notifications in the language of the Contract. On agreement of the Bank Notifications of the Bank may be worked out in any other language requested by the Customer and in such case the Bank shall be entitled to require from the Customer to refund the costs of translation of the Notifications into the foreign language.

6.17. Notifications of the Customer shall be worked out in the Lithuanian language. On agreement of the Bank the Customer's Notification may be worked out in any other language but in such case Bank the Bank shall be entitled to require from the Customer to refund the costs of translation of the Notifications into the Lithuanian language.

6.18. Documents submitted to the Bank shall be drafted in the Lithuanian language. If documents submitted to the Bank are drafted in a foreign language, the Bank shall be entitled to require their translation into the Lithuanian language by a competent translator acceptable to the Bank. Additionally, the Bank shall have the right to request the notarisation of authenticity of the translator's signature.

6.19. In the event of inconsistencies between the text of the Conditions, Service Conditions, Charges, Notification or any other document in the Lithuanian language and in their text in a foreign language, or differences in the understanding or interpretation of such texts in different languages, the Lithuanian text shall prevail.

6.20. The Bank shall have the right to require that documents drafted abroad are legalised or certified by the Apostille, unless international treaties concluded between the Republic of Lithuania and respective foreign state establish otherwise.

6.21. All costs of drafting, delivery, certification and translation of documents furnished to the Bank shall be borne by the Customer.

6.22. If documents furnished by the Customer to the Bank are inconsistent with the requirements established by legal acts and/or by the Bank, or if the Bank has reasonable doubts as to the authenticity or correctness of the submitted documents, the Bank shall have the right to refuse to execute the Payment Orders submitted by the Customer and/or demand from the Customer the submission of additional documents.

6.23. The Customer shall have the right to get familiarised with the applicable version of the Conditions, Charges, Service Conditions and Contract at any time in the customer servicing outlet of the Bank. The aforementioned documents may also be posted on the internet website of the Bank and if they are not posted there and upon receipt of a separate request from the Customer they must be furnished to the Customer in written or using any other Durable Media acceptable to the Bank.

## **7. SECURITY AND CORRECTIVE MEASURES**

### **7.1. Obligations of the Customer related with Payment Instruments**

7.1.1. The Customer authorised to use a Payment Instrument must:

7.1.1.1. use the Payment Instrument in observance of conditions regulating the issuance and use of the Payment Instrument as specified in the respective Contract and/or Service Conditions;

7.1.1.2. having found out that the Payment Instrument has been stolen or lost in any other matter, suspecting or obtaining information about illegal acquisition of the Payment Instrument or unauthorised use thereof as well as about the facts or suspicions that personalised security features of the Payment Instrument (including Means of Identification and password generated by himself upon registration of the card in the Secure Online Shopping Programme) have become known or might be used by Third Persons, promptly notify the Bank or any other entity specified thereby in observance of conditions regulating the issuance and use of the Payment Instrument as specified in the respective Contract and/ or Service Conditions.

7.1.2. The Customer having received the Payment Instrument must promptly take all actions (including those specified in the Service Conditions and respective Contract) to safeguard personalised security features of the received Payment Instrument (including Means of Identification and password generated by himself upon registration of the card in the Secure Online Shopping Programme).

## **7.2. Blocking of Account and Payment Instruments**

7.2.1. The Bank shall have the right to block the Account (i.e. fully or partially terminate the Payment Transactions in the Account) and/or the Payment Instrument (i.e. fully or partially prohibit the use of the Payment Instrument):

7.2.1.1. due to objectively justified reasons related with the security of funds available in the Account and/or security of the Payment Instrument, suspected unauthorised or fraudulent use of the funds available in the Account and/or the Payment Instrument, or with the increased risk that the Customer might not be able to discharge his payment obligation to the Bank (including the cases when the Payment Instrument being used enables to use the credit granted by the Bank);

7.2.1.2. when the Customer defaults on the Contractual conditions;

7.2.1.3. if the Bank finds out that the Payment Instrument has been stolen or lost in any other matter, suspect or obtains information about illegal acquisition of the Payment Instrument or unauthorised use thereof as well as about the facts or suspicions that personalised security features of the Payment Instrument (including Means of Identification) have become known or might be used by Third Persons, or if the Bank has reasonable suspicions that funds available in the Account and/or the Payment Instrument may be illegally used by Third Persons or that the Account and/or the Payment Instrument might be or has been used for illegal activities;

7.2.1.4. in cases provided for by legal acts of the Republic of Lithuania, General Conditions of Customer Care and Provision of Services of the Bank, Service Conditions or Contract.

7.2.2. In cases provided for in item 7.2.1 of the Conditions the Bank shall notify the Customer in the manner specified in the Contract and/or Service Conditions or in any other manner acceptable to the Bank (e.g., by phone, e-mail, Internet Banking System) about the blocking of the Account and/or Payment Instruments and the reasons of such blocking, doing its best to notify the Customer before the blocking and no later than immediately after the blocking, except in cases when the provision of such information would impair the safeguards or is prohibited by virtue of legal acts.

7.2.3. The Account and/or the Payment Instrument shall be blocked at the Customer's initiative if the Customer submits a respective request to the Bank in written or any other manner provided for in the Contract and/ or Service Conditions or the Notification mentioned in point 7.1.1.2 of the Conditions. The Bank shall have the right to require that the Customer's oral request (Notification) to block the Account and/or the Payment Instrument is later confirmed in written or in any other manner acceptable to the Bank. If the Customer's request (Notification) to block the Account and/or the Payment Instrument is given to the Bank orally, the Bank for the purpose of identification of the person submitting such request (Notification) shall have the right to ask him questions about the Customer's details available to the Bank. If the Bank has reasonable doubts that the aforementioned request (Notification) was submitted not by the Customer, the Bank shall be entitled to refuse to block the Account and/or the Payment Instrument. In such cases the Bank shall not be held liable for losses which might arise from non-fulfilment of the aforementioned request (Notification).

7.2.4. The Bank shall lift the blocking of the Account and/or the Payment Instrument when the reasons for blocking cease to exist, when the blocking has been initiated by the Customer, and when the Bank receives a respective written request of the Customer (unless the Service Conditions or Contract establish otherwise). The Bank shall have the right to replace the blocked Payment Instrument by a new one.

7.2.5. The Customer shall have the right to refuse the Secure Online Shopping Service at any time in accordance with the established procedure or to block/cancel the password generated by him when registering the card in the Secure Online Shopping Programme, and concurrently refuse the Secure Online Shopping Service.

7.2.6. The Bank shall not be held liable for the Customer's losses incurred as a result of blocking of the Account and/or the Payment Instrument and shall not pay to the Customer the penalty specified in the Conditions, Service Conditions or Contract, if such blocking has been performed in observance of the procedure established in the Conditions, Service Conditions or Contract and according to the terms of the aforementioned documents.

## **7.3. Notifications of the Customer of unauthorised or incorrectly executed Payment Transactions**

7.3.1. The Customer must at least once a month check the information about Payment Transactions executed in the Account. The fact that the Customer did not request the sending of the Statement to him does not exempt the Customer from the discharge of this obligation.

7.3.2. The Customer must notify the Bank of unauthorised or incorrectly executed Payment Transactions as well as about any other mistakes, inconsistencies or irregularities in the Statement. The Notification must be submitted immediately (within 5 (five) business days of finding out about the circumstances mentioned in this paragraph) and in any case no later than within 60 (sixty) calendar days of the day on which the Bank, in the opinion of the Customer, executed an unauthorised Payment Transaction or incorrectly executed a Payment Transaction.

7.3.3. If the Customer is a Consumer, he must promptly notify the Bank in written of unauthorised or incorrectly executed Payment Transactions in the Home Member State's currency to the Home Member State (within the time limit established in item 7.3.2 of the Conditions) and in any case no later than within 13 (thirteen) months of the day of debiting the funds from the Account. These time limits shall not apply in those cases when the Bank has not notified the Customer of such unauthorised or incorrectly executed Payment Transaction or did not provide conditions to get familiarised with it in observance of the procedure established in the Conditions, Service Conditions or Contract.

If the Customer is not a Consumer and/or the Payment Transaction is executed in the Home Member State's currency to the Host Member State or in the currency of the Host Member State, the Customer must notify the Bank in written of unauthorised or incorrectly executed Payment Transactions within the time limit established in item 7.3.2 of the Conditions.

7.3.4. The Customer's failure to notify the Bank of unauthorised or incorrectly executed Payment Transactions within the time limits established in item 7.3.3 of the Conditions shall be deemed as his unconditional authorisation of the Payment Transactions executed in the Account.

#### **7.4. Customer's liability for unauthorised use of the Payment Instrument and Bank's liability for unauthorised Payment Transactions**

7.4.1. When the Customer is a Consumer and denies having authorised the executed Payment Transaction or argues that the Payment Transaction was executed incorrectly, the Bank shall have the duty to prove that the authenticity of the Payment Transaction was approved (i.e. that the Bank has performed a due check of the use of the Payment Instrument, including the Means of Identification and other personalised security features), that it has been duly registered, entered into accounts and was not affected by technical or other failures.

7.4.2. When the Customer denies having authorised the executed Payment Transaction, the use of the Payment Instrument registered by the Bank shall be a sufficient proof that the Customer has authorised the Payment Transaction or acted fraudulently or with intent, or by gross negligence has failed to fulfil one or more obligations established under items 7.1.1 – 7.1.2 of the Conditions.

7.4.3. Upon receipt of a respective Notification of the Customer (Payer) within the time limits specified under items 7.3.2 – 7.3.3 and having established that the Payment Transaction has not been authorised by the Customer the Bank shall promptly return to the Customer the amount of such unauthorised Payment Transaction and restore the balance of the Account from which the amount was debited which would have existed if unauthorised Payment Transaction would not have been executed, with the exception of cases stipulated in items 7.4.4 – 7.4.7 of the Conditions when liability for unauthorised Payment Transaction rests upon the Customer.

7.4.4. If the Customer (Payer) is a Consumer, he shall bear the losses relating to unauthorised Payment Transactions up to EUR 150 (one hundred and fifty euro) resulting from:

7.4.4.1. the use of a lost or stolen Payment Instrument;

7.4.4.2. misappropriation of the Payment Instrument, if the Customer has failed to keep the personalised security features safe (including Means of Identification).

If the Customer (Payer) is not a Consumer and/or the Payment Transaction is executed in the currency of the Home Member State to a Host Member State or in the currency of the Host Member State, the Customer shall bear all losses incurred due to reasons mentioned in this paragraph, unless the Service Conditions and/or Contract establish otherwise.

7.4.5. The Customer (Payer) shall bear the losses relating to unauthorised Payment Transactions if he incurred them by acting fraudulently or by failing to fulfil one or more of his obligations under items 7.1.1 – 7.1.2 of the Conditions with intent or gross negligence.

7.4.6. After the Customer furnishes the Bank with the Notification referred to in subitem 7.1.1.2 of the Conditions, the Customer's losses resulting from lost, stolen or misappropriated Payment Instrument shall be compensated by the Bank, with the exception of the cases when the Customer acted fraudulently and the case mentioned in item 7.2.3 of the Conditions when the Bank is not held liable for losses resulting from refusal to fulfil the Customer's request (Notification) to block the Account and/or the Payment Instrument. Provisions of this item shall not apply to the Customer who is not a Consumer.

7.4.7. If the Bank does not provide appropriate means for the notification at all times of a lost, stolen or misappropriated payment instrument, the Bank shall bear the losses resulting from unauthorised use of the Payment Instrument, except where the Customer has acted fraudulently. Provisions of this item shall not apply to the Customer who is not a Consumer.

7.4.8. If the Payer lodges a claim with the Bank concerning the Payment Transaction not authorised by him and executed by the Bank the Payee of the funds of which is the Customer, such Customer (Payee), as

having received the undue funds of the aforementioned Payment Transaction, must forthwith return to the Bank the amount of the aforementioned Payment Transaction transferred to his (Payee's) Account and agrees with debiting of funds of such Payment Transaction by the Bank from his (Payee's) Accounts held with the Bank in the manner established in paragraphs 5.3 – 5.4 of the Conditions.

## **7.5. Liability of the Bank for the correct execution of Payment Transactions**

7.5.1. If for the purpose of execution of a Payment Order the person initiating it specifies the Unique Identifier, such Payment Order shall be deemed as correctly executed, if it has been executed according to the specified Unique Identifier. The Bank shall have the right, but not the obligation to check whether the Unique Identifier (Account number according to IBAN standard) specified in the Payment Order received by the Bank corresponds to the Account holder's forename and surname (name). If the aforementioned Unique Identifier is submitted to the bank for the purpose of crediting or debiting the Account, the Payment Order shall be deemed as correctly executed, if it has been executed according to the specified Unique Identifier. If the Bank performs the above referred check and establishes the obvious inconsistency between the Unique Identifier submitted to the Bank and the Account holder's forename and surname (name), the Bank shall have the right to refuse to execute such Payment Transaction.

The Bank shall not be held liable in those cases when the Payee's Payment Service Provider for the purpose of correct execution (crediting of funds to the Payee's Payment Account) of the Payment Transaction (transfer of funds to the Payment Account with another Payment Service Provider's institution in the Home Member State or Switzerland) may have established the Unique Identifier other than that indicated in item 3.2.1 of the Conditions and/or when the submitted Unique Identifier is incorrect and/or the aforementioned Unique Identifier is not indicated in such Payment Order.

If the Unique Identifier specified by the person initiating the Payment is incorrect, the Bank shall not be held liable under items 7.5.2 – 7.5.9 of the Conditions for non-execution or incorrect execution of the Payment Transaction, but when the Payment Transaction is executed in the currency of the Home Member State to the Home Member State, must take all possible measures to trace such Payment Transaction and must seek the recovery of all funds of such Payment Transaction. The Bank shall have the right to charge the Customer with the Commission Fee in the amount established in the Charges for the repayment of funds.

7.5.2. When the Payment Order is initiated by the Payer, his Payment Service Provider shall be held liable to the Payer for the correct execution of the Payment Transaction. When the Payer's Payment Service Provider can prove to the Payer and in certain instances to the Payee's Payment Service Provider that the Payee's Payment Services Provider has received the amount of the Payment Transaction, the Payee's Payment Service Provider shall be held liable to the Payee for the correct execution of the Payment Transaction.

7.5.3. When the Bank, as the Payment Service Provider of the Customer (Payer) becomes liable under item 7.5.2 of the Conditions, the Bank shall forthwith refund to the Customer (Payer) the amount of non-executed or incorrectly executed Payment Transaction or shall restore the balance of the Account from which such amount was debited, which would have remained if such incorrect Payment Transaction would not have been executed.

7.5.4. When the Bank, as the Payment Service Provider of the Customer (Payee) becomes liable under item 7.5.2 of the Conditions, the Bank shall forthwith credit the Payment Transaction amount to the Account of the Customer (Payee) and/or shall enable the Customer (Payee) to dispose of such amount.

7.5.5. If upon initiation of a Payment Order by the Customer (Payer) the Payment Transaction is not executed or is executed incorrectly, the Bank, at the request of such Customer, must forthwith take measures to trace the Payment Transaction and notify him about the results of its search.

7.5.6. Upon initiation of a Payment Order by or through the Payee, the Payee's Payment Service Provider shall forthwith refer the Payment Order to the Payer's Payment Service Provider. The Bank acting as the Payee's Payment Service Provider, in this case shall be held liable to the Customer (Payee) for the correct transfer of the Payment Order to the Payer's Payment Service Provider and for the correct handling of the Payment Transaction in observance of provisions of item 3.5.4 and paragraph 5.6 of the Conditions.

7.5.7. If in case provided for in item 7.5.6 of the Conditions the Customer is a Payer and the Payment Transaction, for which the Payee's Payment Service Provider is not held liable under item 7.5.6 of the Conditions, is not executed or is executed incorrectly, liability to the Customer (Payer) shall be assumed by the Bank which in such case shall promptly refund to the Customer (Payer) the amount of non-executed Payment Transaction or shall restore the balance of the Account from which such amount was debited, which would have remained if such non-executed or incorrectly executed Payment Transaction would not have been performed.

7.5.8. If upon initiation of a Payment Order by or through the Customer (Payee) the Payment Transaction is not executed or is executed incorrectly, the Bank, at the request of such Customer, must forthwith take measures to trace the Payment Transaction and notify him about the results of its search.

7.5.9. The Bank shall indemnify to the Customer full Commission Fee and interest due from the Customer because of non-execution or incorrect execution of the Payment Transaction through the Bank's fault.

7.5.10. Provisions of items 7.5.2 – 7.5.5 and 7.5.7 – 7.5.9 of the Conditions shall apply when the Customer is a Consumer and the Payment Transaction is executed in the Home Member State currency to or from the Home Member State. Otherwise, i.e. when the Customer is not a Consumer and/or a respective Payment Transaction is executed in the Home Member State currency to or from the Host Member State or in the currency of the Host Member State, the Bank shall be held liable for incorrect execution of the Payment Transaction only when the Payment Transaction is incorrectly executed through the fault of the Bank and shall not be held liable for mistakes made by Third Persons.

7.5.11. For late execution of the Payment Transaction or unjustified limitation of funds in the Account through the fault of the Bank, a penalty in the amount of 0.02% (zero point two hundredths percent) for each delayed day from the amount of the Payment Transaction executed with delay or limited without a valid reason through the fault of the Bank.

7.5.12. The Bank shall not be held liable for additional costs or indirect losses (lost income, profit, etc.) incurred by the Customer and related with non-executed or incorrectly executed Payment Transaction. The Bank shall be held liable only for the direct losses of the Customer arising through the fault of the Bank.

7.5.13. The Bank shall not be held liable for mutual claims of the Payee and the Payer and shall not settle such claims.

The Customer may lodge to the Bank only such claims which are related with non-fulfilment or inadequate fulfilment of the Bank's obligations.

## **7.6. Conditions of refunding to the Payer the amounts of Automated Payments and Payment Transactions initiated by or through the Payee**

7.6.1. The Customer (Payer) shall have the right to recover from the Bank the full amount of the already executed Automated Payment or of the authorised and already executed Payment Transaction initiated by or through the Payee (hereinafter Automated Payments and other Payment Transactions referred to in this paragraph – Transactions), provided that both of the following conditions are met:

7.6.1.1. when authorising a Transaction its precise amount is not specified;

7.6.1.2. the Transaction amount exceeds the amount which could have been reasonably expected by the Customer (Payer) considering his previous expenditure, Contractual Conditions and other circumstances, except for the circumstances related to the exchange of currency, when upon executing a Transaction the currency exchange agreed between the Customer (Payer) and the Bank (e.g., the Reference Exchange Rate) was applied. If, upon giving his Consent to execute a Transaction, the Customer (Payer) indicates a maximum permissible amount of such Transactions (one Transaction or several such Transactions executed over a certain period), it shall be considered that such particular maximum amount of the Transactions could have been reasonably expected by the Customer (Payer).

7.6.2. at the request of the Bank the Customer (Payer) must forthwith provide information about conditions specified in points 7.6.1.1 – 7.6.1.2 of the Conditions.

7.6.3. The Customer (Payer) shall not be entitled to the refund of amounts of Transactions initiated by or through the Payee under item 7.6.1 of the Conditions, if the Customer (Payer) has given Consent directly to the Bank and the Bank or the Payee has furnished the Customer (Payer) in the agreed manner with the information about future Transaction or created conditions to get familiarised with it at least four weeks before the planned execution of the Transaction. The Customer (Payer) shall have no right to the repayment of funds debited by way of Automated Payment, if an E-invoice was issued to him not less than four weeks before the day of execution of the planned Automated Payment.

7.6.4. The Customer (Payer) shall have the right to ask the Bank to refund the amount of Transaction initiated by or through the Payee within eight weeks of the day on which the funds were debited from the Account.

7.6.5. The Bank upon receipt of the request of the Customer (Payer) to refund the Transaction amount shall refund full amount within 10 (ten) Business Days of the Bank or specify the reasons due to which it refuses to refund such amount and the procedure of appealing against such refusal. The Bank shall have the right to refund the amount of the Transaction to the Payer without investigating the conditions provided for in point 7.6.1.2 and item 7.6.3 of the Conditions and the fact of existence of the circumstances and to take into consideration only a respective request of the Payer. If the Transaction amount is refunded to the Payer the Commission Fees paid to the Bank and related with the execution of such Transaction shall not be refunded.

7.6.6. If in case indicated in item 7.6.1 of the Conditions the Payee is a Customer, such Customer, having received the request from the Bank, must immediately furnish the Bank with the documents and information specified thereby pertaining to the Transactions provided for in item 7.6.1 of the Conditions. When the Transaction amount is refunded by the Bank to the Payer in cases and manner specified in items 7.6.1 – 7.6.5 of the Conditions, the Payee (Customer) of such Transaction amount must immediately return to the Bank the amount of the aforementioned Transaction transferred to his Account and agrees with the debiting of funds of such Transaction from his (Payee's) Accounts with the Bank in the manner established in

paragraphs 5.3 – 5.4 of the Conditions.

7.6.7. The Customer (Payer) who is not a Consumer shall not be subject to the provisions of items 7.6.1 – 7.6.5 of the Conditions and shall not be eligible to recover the amount of the Transaction mentioned in item 7.6.1 of the Conditions. The Customer (Payer) shall also not be eligible to recover the amount of the Transaction mentioned in item 7.6.1 of the Conditions, if such Transaction is executed in the currency of the Home Member State to a Host Member State or in the currency of the Host Member State.

### **7.7. Force Majeure**

7.7.1. The Parties shall not be held liable for the default on, or inadequate discharge of, the obligations if such default or inadequate discharge was caused by force majeure.

### **7.8. Mistakes**

7.8.1. The Customer who notices that the funds that do not belong to him have been transferred to his Account must immediately notify the Bank to the effect. In such cases the Customer, as unauthorised beneficiary of transferred funds of the Payment Transaction, shall be deprived of the right to dispose of the transferred funds and must forthwith remit such funds to the Account designated by the Bank.

7.8.2. The Bank shall have the right to debit the amounts incorrectly credited to the Account through its own fault without a separate consent of the Customer, as unauthorised beneficiary of transferred funds of the Payment Transaction and remit such funds to their due beneficiary.

7.8.3. If funds available in the Account are already insufficient for the debit of incorrectly credited funds the Customer must repay the respective amount of funds to the account designated by the Bank within 3 (three) Bank Business Days of the Bank's request.

7.8.4. When Payment Transactions are executed in cash the Customer must himself recalculate cash deposited to the Account before depositing them and upon withdrawal of cash from the Account – recalculate the cash upon withdrawal and immediately lodge to the Bank all observations or claims pertaining to the quantity of cash and quality of banknotes.

## **8. CHANGES OF CONDITIONS, CHARGES, SERVICE CONDITIONS AND FRAMEWORK CONTRACT, VALIDITY AND TERMINATION OF THE FRAMEWORK CONTRACT**

8.1. Conditions, Charges and Service Conditions shall be established by the Bank. The Bank shall have the right to unilaterally change the Conditions and/or the Charges and/or the Service Conditions and/or the Framework Contract. The Bank shall notify the Customer about the changes (e.g., increase of the Commission Fee) which worsen the Customer's situation in written or using any other Durable Media no later than 60 (sixty) calendar days (if the Customer is not a Consumer – 30 (thirty) calendar days) in advance of enforcement of the changes. The Bank shall have the right to notify the Customer about the changes which do not worsen the Customer's situation disregarding the time limits established above in this paragraph. The establishment of the Commission Fee for new Services shall not be treated as worsening the Customer's situation.

The Bank's Notification referred to in this paragraph shall be delivered personally or by way of publicising (e.g., in the customer servicing outlets of the Bank, on the internet website of the Bank). Such Notification communicated by way of publicizing shall be considered as due (written) information of the Customer about the unilateral change of the Conditions and/or Charges and/or Service Conditions and/or Framework Contract. It shall be considered that the Customer agrees with such changes if prior to the day of enforcement thereof the Customer does not notify the Bank of his disagreement with the changes. The Customer who disagrees with aforementioned changes proposed by the Bank shall have the right to immediately terminate the Framework Contract which is directly related with such changes notifying the Bank in written or in any other manner acceptable to the Bank about termination of such Framework Contract prior to the day on which the application of such changes begins. If the Customer is not a Consumer, upon termination of the Framework Contract in the manner established above such Customer must pay to the Bank the Commission Fee in the amount established in the Bank Charges, Service Conditions or Contract. If the Customer does not exercise the right to terminate the Framework Contract before enforcement of the changes it shall be considered that the Customer agrees with changes introduced by the Bank and shall be deprived of the right to lodge to the Bank his disagreement and/or claims with regard to the content of such changes.

The Bank shall have the right in the manner established above in this paragraph to unilaterally amend the Framework Contract irrespective of conditions of such Framework Contract, i.e. irrespective of whether or not such right of the Bank is established in the Framework Contract and/or whether the Framework Contract provides for a different procedure of changing it.

8.2. The Framework Contract shall be valid for unlimited term, unless otherwise established therein.



8.3. The Customer, who is a Consumer, shall have the right to terminate the Framework Contract warning the Bank of the termination no later than 30 (thirty) calendar days in advance of its termination, unless the Framework Contract establishes otherwise. The Customer, who is a Consumer, terminating the Framework Contract concluded for a term longer than 12 (twelve) months or for unlimited term within 12 (twelve) months of its conclusion, shall not pay any Commission Fee. In all other cases the Customer shall pay the Commission Fee for the termination of the Framework Contract established in the Charges.

8.4. The Bank may terminate the Framework Contract notifying the Customer about the termination in written or using any other Durable Media individually or by way of publicizing (e.g., in the customer servicing outlets of the Bank, on the website of the Bank) no later than 60 (sixty) calendar days in advance (if the Customer is not a Consumer – 30 (thirty) calendar days) in advance of its termination, excluding the cases when laws of the Republic of Lithuania and/ or the Framework Contract establish otherwise. In cases established by laws of the Republic of Lithuania and/or the Framework Contract and/or General Conditions of Customer Care and Provision of Services of the Bank the Bank shall have the right to terminate the Framework Contract forthwith, without the above specified advance notification of the Customer. The Bank shall have the right to terminate the Framework Contract in the manner established above in this paragraph irrespective of the conditions of such Framework Contract, i.e. irrespective of whether such right of the Bank is established in the Framework Contract and/or whether the Framework Contract provides for a different procedure of its termination.

8.5. The Customer shall pay the regular Commission Fee charged for the Services proportionately until the day of termination of the. If the Commission Fee has been paid in advance, it shall be refunded proportionately, if the Customer is a Consumer.

8.6. Termination of the Framework Contract shall not exempt the Customer from due discharge of all obligations to the Bank arising before the day of its termination. Execution of Payment Transactions initiated according to the Framework Contract before its termination shall be completed in observance of provisions of the Framework Contract applicable before its termination, unless otherwise agreed by the Bank and the Customer.

## **9. PROTECTION OF RIGHTS OF THE CUSTOMER**

9.1. The Conditions, Charges, Service Conditions and Contracts shall be governed by the Law of the Republic of Lithuania.

9.2. Claims of the Customer with regard to the actions of the Bank whereby the latter might have violated the requirements of laws, Contracts and/or legitimate interests of the Customer shall be investigated by the Bank. Disputes shall be settled by way of negotiations.

9.3. The Customer's claim must be filed in written or in any other manner indicated in the Contract. The claim shall specify the circumstances and documents on the basis of which the claim is filed. If the Customer relies on certain documents in the claim which are not available to the Bank, such documents or copies thereof must also be furnished alongside the claim.

9.4. The Bank shall analyse the claim lodged by the Customer and notify the latter of the decision made within the time limit which may not be longer than 30 (thirty) calendar days, excluding the cases when legal acts of the Republic of Lithuania or other acts related with the provision of Services and binding upon the Bank (e.g., regulations of the international organisations of payment cards) establish a different time limit. If within the time limit specified in this paragraph the Bank is not able to respond to the Customer's claim, the Bank shall notify the Customer about the reasons and shall specify when Customer will receive the response.

9.5. The Bank shall investigate the Customer's claims free of charge.

9.6. In the event of the failure to settle the disputes by way of negotiations, they shall be settled in courts of the Republic of Lithuania in the manner established by laws of the Republic of Lithuania. If the Customer's address (domicile) is outside the Republic of Lithuania, disputes not settled by way of negotiations shall be settled in the manner established by laws of the Republic of Lithuania in the manner established by laws of the Republic of Lithuania by a competent court in Vilnius City according to the head office address of the Bank. The Customer who is a Consumer shall also have the right to apply to pre-court dispute handling institutions (the Central Bank of Lithuania, State consumer rights protection authority and etc.) in the manner established by laws.