



## Payment Service Rules of AB DNB Bankas

### Approved by:

The bank's president on 11 February 2010

### Amendments approved by the bank's president:

on 15 June 2012 and effective from 18 June 2012;  
on 21 June 2013 and effective from 26 August 2013;  
on 30 October 2015 and effective from 01 January 2016;  
on 29 January 2016 and effective from 29 February 2016;  
on 16 March 2016 and effective from 01 April 2016.

### 1. Introduction

1.1. The Payment Service Rules shall establish the conditions and procedure for providing payment services and related services in AB DNB Bankas. The present rules have been drawn up by taking into consideration the requirements for providing payment services set by the Law of the Republic of Lithuania on Payments and the Recommended Payment Service Rules published by the Association of Lithuanian Banks.

1.2. In case any provisions of the present Rules and those under agreements concluded after the effective date hereof between the Bank and the client are at variance, the provisions of the agreements shall apply. In case any provisions of the present Rules and those under agreements concluded before the effective date hereof between the Bank and the client are at variance, the provisions of the present Rules shall apply.

### 2. Payment service provider

2.1. Payment service provider: AB DNB Bankas, code 112029270, registered address: Konstitucijos ave. 21A, LT-03601 Vilnius, republic of Lithuania, data registered and filed with the Register of Legal Entities. The Bank's supervisory authority: the Bank of Lithuania, licence No. 10.

2.2. The Bank's website [www.dnb.lt](http://www.dnb.lt).

2.3. The Bank's e-mail address [info@dnb.lt](mailto:info@dnb.lt).

### 3. Definitions

3.1. The terms used in the Rules shall be construed as they are defined further in the present Rules, except where a different purport arises in connection with the context of the Rules:

**1) Bank** means AB DNB Bankas as indicated under Items 2.1 – 2.3 of the Rules.

**2) Bank's business day** means the below indicated days when the Bank is open for business and carries on its activities necessary for executing a payment transaction.

(i) in case payment transactions are executed in the Republic of Lithuania in the currency of the Republic of Lithuania, the bank's business day shall be considered every calendar day until the moment indicated in the Bank's website, except for Saturdays, Sundays and holidays.

(ii) in case payment transactions are executed in the bank in the currencies of the Member States or in foreign currencies, the Bank's business days shall be considered the days indicated in Part (i) of this Item hereof, however the days when the payment service provider which participates in the payment transaction and/or the payment service provider of the main financial centre of the payment transaction currency is not open for business shall also not be considered the Bank's business days;

(iii) in case payment transactions are executed in any currency in the Bank between the payment accounts opened with the Bank and in case the payment transaction is initiated in the bank's outlet, the bank's business day shall be considered the day established by the Bank's outlet, and in case a payment transaction is initiated through the Bank's internet Banking the Bank's business day shall be considered each calendar day 24 hours per day. In case a payment transaction is initiated by a payment card, the terms indicated in Items (i) and (ii) shall be applied to execute such transaction.

**3) Framework agreement** means a framework agreement executed by and between the Bank and the Customer that establishes the Bank's duty to open a payment account as well as terms and conditions for its opening and regulates execution of one-off and recurrent payments. The Rules shall constitute an integral part of the Framework Agreement.

**4) Debit E-Invoice** means E-Invoices for payment execution.

**5) Electronic signature** means an electronic equivalent of the ordinary signature and personal identity document which enables the signing person to connect to the bank's internet banking system and to sign payment orders, execute transactions, and sign other documents. The Electronic Signature may be regular, i.e. implemented in the chip card, USB or other media, or mobile, i.e. implemented in the SIM card issued by the mobile operator.

**6) E-Invoice** means an electronic VAT invoice issued through electronic channels by the E-Invoice sender to the E-Invoice Receiver.

**7) E-Invoice automated payment execution date** means the date selected by the Payer in the Order for automated credit transfer execution date on which the Bank executes the payment order.

**8) E-Invoice Receiver** means a legal or natural person who submits an Application to receive E-Invoices. The E-Invoice Receiver and the receiver of the E-Invoice Sender's services/goods may be different.

**9) E-Invoice Sender** means the person that provides products or services and delivers the E-Invoices to the E-Invoice Receivers.

**10) E-Invoice delivery address** means the invoice receiver's account number in IBAN format.

**11) E-Invoice agreement** means an agreement made between the E-Invoice sender and its payment service provider that defines the parties' mutual obligations and rights in receiving and transferring the E-Invoices to the E-Invoice Receivers.

**12) Payee** means a natural or legal person who receives funds of the payment transaction.



- 13) Internet Banking** means an instrument for providing payment services via the Bank's on-line customer service system under an agreement made between the Customer and the Bank.
- 14) Statement of account** means the bank's document that contains information on the payment transaction executed in the current account within a certain period of time.
- 15) Fees and charges** means fees and charges for the Bank's services which as amended and supplemented constitutes an integral part of the agreement and is publicly available at the Bank's Internet website or at the Bank's customer service outlets.
- 16) Customer** – means a natural or legal person who is user of the bank's payment services as a payer and/or a payee.
- 17) Customer identification tools** means the Bank's issued Login Code, password, password generator or PIN code and TAN code cards, *additional security code sent by the Bank in a short text message*, Electronic Signature issued by third parties to identify the Customer or its representative in the way agreed between the Bank and the Customer.
- 18) Commission fee** means the service provider's charge for a payment transaction and/or services related thereto.
- 19) Card holder** in case the Customer is a natural person, then the cardholder means also a natural person on behalf of whom the Card (principal card or supplementary card) is issued. In case the customer is a legal person, then the cardholder is a natural person to whom the card issued on behalf of the customer is attached.
- 20) Credit E-Invoices** means E-Invoices delivered for information purposes.
- 21) Credit transfer** means a payment service, when funds are transferred to the payee's payment account at the payer's initiative.
- 22) Monthly limit** means the maximum amount of payments per calendar month specified by the Payer in a specific Order to execute an automated credit transfer.
- 23) Payment card** (hereafter – the card) means an electronic payment card issued to the bank's customer and enabling the customer to form electronic payment orders to the bank on disposing the customer's funds in the payment account attached to the card, i.e. make non-cash payments for products and services in trade/service companies during the business hours thereof, to cash out/cash in money in the cash out/cash in locations and automated machines during the business hours thereof. The concept of 'card' used in these Rules covers both the supplementary card and the principal card. The principal card is considered the card that is issued on behalf of the customer, while the supplementary card is considered a card that is issued additionally to the principal card on behalf of the customer or a person indicated thereby.
- 24) Payment order** means an instruction by the payer or payee to the Bank requesting execution of a payment transaction.
- 25) Payment transaction** means placing, transferring or withdrawing funds initiated by the payer or the payee, irrespective of any underlying obligations between the payer and the payee.
- 26) Payment transaction authorisation** (hereinafter - authorisation) means the payer's consent to execute a payment transaction.
- 27) Payment services** means payment services provided by the Bank as defined by the Law of the Republic of Lithuania on Payments.
- 28) Payment service provider** means any credit institution or any other institution that provides payment services.
- 29) Payment instrument** means a personalised instrument and/or certain procedures agreed between the Customer and the Bank and used by the Customer to initiate a payment order..
- 30) Payment account** means an account with the bank opened on behalf of one or several customers, used for executing payment transactions. A payment account in the the General Rules on the Provision of Services of the Bank and/or in the agreements may also be referred to as a bank account or an account, unless otherwise required by the context of the respective document.
- 31) Payer** means a natural or legal person who holds a payment account and allows a payment order from that account or, where there is no payment account, a natural or legal person who gives a payment order.
- 32) Order to execute an automated credit transfer** means a unilateral order submitted by the E-Invoice Receiver to the Bank to execute an automated payment of the E-Invoices submitted by the E-Invoice sender by transferring the funds to the E-Invoice sender or to another person specified in the E-Invoice.
- 33) Operator** means the person acting on behalf of the Bank in delivering and/or receiving E-Invoices.
- 34) Reference exchange rate** means the exchange rate which is made available by the bank or comes from a publicly available source and which is used as the basis to calculate any currency exchange. The reference exchange rate is published in the bank's website.
- 35) Durable medium** means a medium in which the information addressed personally to the payment service user is stored in a way that it is accessible for reference over a period of time adequate to the purposes of the information and which allows unchanged reproduction of the information stored.
- 36) PIN code** (hereinafter - PIN) means a personal identity number used for the Customer registration in the bank's internet customer service system and/or when initiating payments through a payment instrument.
- 37) Application for E-Invoicing** means the Payer's application submitted to the Bank or to the E-Invoice sender for delivering E-Invoices to the E-Invoice delivery address.
- 38) Rules** means the present payment service rules regulating the Bank's payment services and related services.
- 39) Account holder** means a natural person appointed by the Customer to use the on-line banking system together with other natural persons appointed by the Customer. The natural persons appointed as well as the authorities granted thereto must be agreed upon by the Customer with the Bank in writing following the procedure set by the Bank.
- 40) Agreement** means the framework agreement, the one-off payment agreement and / or any other agreement executed by and between the Bank and the Customer on payment services.
- 41) Password generator** means an identification device (electronic device) which forms a unique password based on a special algorithm each time when registering in the system and/or executing transactions therein, and/or making deals.
- 42) Parties** means the bank and the customer having executed the framework agreement or the one-off payment agreement, each separately referred to as the party.
- 43) TAN code** (hereinafter – TAN) means a transaction authorisation number used when the customer wishes to execute transactions in the bank's internet Customer service system.
- 44) Unique identifier** means the payment account number issued by the bank to the customer to identify unambiguously the payment account for a payment transaction.



**45) Foreign state** means a state other than the Member State of the European Union and a state other than the member country of the European Economic Area (EEA).

**46) Member state** means a member state of the European Union and a member country of the European Economic Area (EEA).

**47) Consumer** means a natural person who, based on the agreement, uses payment services offered by the bank and is acting for purposes other than his trade, business or profession.

**48) Login code** means the user identification code granted by the Bank which consists of a set of digits and is used instead of the name, surname and personal ID number and which identifies the internet banking user of the Bank.

**49) One-off payment agreement** means an agreement executed by and between the bank and the customer that regulates a one-off payment transaction. The rules constitute an integral part of the one-off payment agreement. For executing a one-off payment transaction no currency account is opened and no framework agreement is executed.

**50) Virtual card** means an immaterial payment device (remote access payment device) issued in form of a special certificate enabling the customer to form electronic payment orders to the bank on disposing the customer's funds in the payment account attached to the card, i.e. make non-cash payments for goods and services in the internet trade and service companies on the business hours thereof. The virtual card may hereinafter be referred to as the "card" covering both the supplementary card and the principal card.

The terms "Bank" and "Customer" shall hereinafter be capitalised.

#### **4. Execution of agreements**

##### **4.1. Framework agreement**

4.1.1. Framework agreement shall be executed, if the Customer is willing to:

- open a payment account with the Bank;

and/or

- execute one-off or recurrent payment transactions for execution whereof the Bank requests to open a payment account with the Bank.

4.1.2. The framework agreement shall be deemed executed when the Bank and the Customer agree on the terms and conditions for opening the payment account.

##### **4.2. One-off payment agreement**

4.2.1. One-off payment agreement shall be entered into, if the user of payment services requests a one-off payment transaction, for execution whereof the Bank does not require the payment account opening.

4.2.2. One-off payment agreement shall be deemed executed, when the Bank and the Customer agree on the terms and conditions for providing a one-off payment service.

##### **4.3. Other agreements on payment services:**

4.3.1. If the framework agreement does not establish to provide certain payment services, the Bank and the Customer shall have the right to execute separate agreements on such payment services.

4.3.2. If regarding certain payment services separate agreements have been executed, and it is necessary for the Customer to open a payment account, the provisions of the framework agreement shall be additionally applied to the relations between the parties in connection with such payment services.

#### **5. Commission fee, interest rates and currency exchange**

5.1. In consideration for payment transactions executed and/or related services provided by the Bank, the Customer shall pay to the Bank a commission fee in an amount fixed by the Bank.

5.2. The commission fee amount shall be specified in the fees and charges.

5.3. The Bank shall be entitled to debit the commission fee to the Customer's payment account in which the payment transaction is executed. The Bank shall be entitled to debit the commission fee to the Customer's other accounts opened with the Bank. In cases established by the Bank, the Customer shall pay the commission fee in cash prior to the payment transaction.

5.4. If a payment transaction is executed using the payment account, and funds in the Customer's payment account are insufficient for executing the payment transaction and for payment of the commission fee, the Bank shall have the right to reject the payment transaction.

5.5. The commission fee shall be paid in the transaction currency. In case the transaction currency differs from the commission fee currency indicated in the fees and charges, the Bank shall convert the respective commission fee indicated in the fees and charges into the transaction currency.

5.6. The Customer shall ensure that the funds in the payment account are sufficient to pay/debit the commission fee. If funds in the payment account are insufficient for payment/debiting of the commission fee in the transaction currency, the Bank shall have the right to apply the reference exchange rate and exchange the currency in the account into the transaction currency.

5.7. No interest shall be paid on the balance of funds in the Payment Account, unless the Bank decides otherwise.

5.8. If payment transactions are executed in the Customer's account resulting in a debt against the Bank, the Customer shall pay interest to the Bank defined under the agreement or the fees and charges until the amount of the debt is covered.

5.9. The Bank shall apply a changed reference currency exchange rate immediately and without separate notice. Information on any changes made by the Bank in the reference currency exchange rate shall be made available at the Bank's website or at the Bank's outlets, unless the Bank and the Customer have agreed otherwise.

5.10. If for whatever reason the Payment Account has been overrun the Customer shall immediately cover the overrun amount in the Payment Account. The Customer shall pay the interest specified in the Price-list of the Bank for the amount exceeding the Payment Account balance. The duty to immediately cover the overrun amount in the Payment Account shall survive independently of whether or not the aforementioned interest is paid by the Customer. If a credit limit is allowed in the



Payment Account under a separate agreement between the Bank and the Customer, the Payment Account balance is considered to have been exceeded if the credit limit granted by the said agreement is exceeded.

5.11. In case the Customer fails to pay a fee for the provided services to the Bank when due, the Customer shall pay a penalty of 0.05% to the Bank for each delayed day.

## **6. Use of payment services**

6.1. The main characteristics of payment services shall be defined by the present rules and agreements.

6.2. Information that must be provided in the payment order:

6.2.1. The Bank shall credit or debit funds to the payment account according to the Unique Identifier indicated in the payment order received by the Bank. If besides the Unique Identifier the payment order contains any additional information, the Bank shall be liable only for execution of the payment transaction in accordance with the Unique Identifier provided in the payment order. When making a credit/debit transfer in the payment account under the Unique Identifier specified in the payment order received by the Bank, the Bank shall have the right to make no verification of whether or not such Unique Identifier corresponds to the details of the payment account holder, however following the verification of the additional information specified in the payment order the Bank may, based on such verification, at its own discretion either refuse to credit the funds in the payment account or postpone the crediting until additional payment information requested by the Bank is received thereby from the payee's payment service provider.

6.2.2. The Bank shall, when executing payment orders initiated by the Customer, transfer to the payee's payment service provider the information provided in the payment order. The Bank shall have the right to establish mandatory information that must be provided to the Bank so that a payment order is duly executed.

6.3. Giving consent for execution of a payment transaction and revocation of a payment transaction

6.3.1. The Customer may give his consent for executing a payment transaction pursuant to the procedure established by the Bank or in a form and manner agreed on by the Bank and the Customer. A consent provided in writing must be signed by the Customer or by his representative. Consent on execution of payment transactions may also be approved by e-signature, a password issued to the Customer, codes and/or any other means defined under the agreement evidencing the Customer authenticity. Documents approved in said manner shall be deemed approved by the Customer and be legally equally effective as hard-copy documents signed by the Customer.

6.3.2. The Customer's consent to execute a payment transaction shall be provided before the point of time of execution of the payment transaction. At an arrangement between the Customer and the Bank, the Customer's consent (authorisation) to execute a payment transaction may be provided also after execution of the payment transaction.

6.3.3. A payment order may not be revoked after its receipt by the payer's payment service provider, unless otherwise defined by the present rules.

6.3.4. If the payment transaction is initiated via the payee, the payer may not revoke the payment order after the payment order has been sent or the payer has given his consent to execute the payment transaction.

6.3.5. Payment orders specified under Item 6.4.2. of the rules, may be revoked no later than before the end of the day preceding the agreed day.

6.3.6. After expiry of the terms specified in paragraphs 6.3.3.-6.3.5 the payment order may be revoked only by agreement between the Customer and the Bank.

6.3.7. The Bank shall have the right to charge the commission fee specified in the fees and charges for the revocation of the payment order.

6.3.8. In case the amount of the payment order is transferred back due to the reasons beyond the Bank's control (incorrect details of the payment order, the payee's account is closed, etc.), the amount shall be credited to the payer's account, the fees paid by the payer shall not be refunded, and the expenses related to transferring the funds back shall be debited from the payer's account.

6.3.9. The Customer shall have the right to specify the details of the payment order submitted to the Bank, except for the amount, currency and the payer's account indicated in the payment order. The payment order may be specified before the Bank sends a notice on the payment order to the payee's Bank or mediator Bank. The Bank may charge a fee indicated in the Bank's fees and charges for specification of the payment order.

6.4. Payment order receipt at the Bank

6.4.1. A payment order shall be deemed received at the Bank on the day of its receipt, if the payment order was received before the moment in time specified in the fees and charges. If the payment order was received at the Bank after the point in time specified in the fees and charges or on a non-business day, it shall be deemed that the payment order was received at the Bank on the first business day following the day when the payment order was submitted to the Bank. The Bank shall be entitled to debit the amount of the payment order and the commission fee to the Customer's payment account on the day when the payment order was submitted to the Bank. The Customer must ensure that the balance in the account is sufficient to execute the payment order not only at the moment when the payment order is submitted but also at the moment when funds are debited from the payment account.

6.4.2. Upon agreement between the Customer initiating the payment order and the Bank, execution of the payment order may commence on any specific day at the end of a certain period or, if the Customer is the payer, on the day on which the Customer sets funds at the Bank's disposal. In cases established under the present Item it shall be deemed that the payment order has been received at the Bank on such agreed date. If the agreed date is the Bank's non-business day, the payment order shall be deemed received on the following business day of the Bank.

6.4.3. If the Bank agrees to accept the payer's payment order that does not contain entire information required for the execution of the payment order (e.g., the payee's name, the payee's IBAN account number, etc.) and if, for the purpose of processing the information provided in the payment order and producing the final payment order, it attracts any third parties (e.g., accepts payments based on utilities bill books), the payer's payment order shall be deemed received, after third parties provide the Bank with the entire information required by the Bank that is necessary for the execution of the payment order.

## 6.5. Terms for providing payment services

6.5.1. Where credit transfers are executed in euros within the Republic of Lithuania, the Bank undertakes to ensure that upon the moment in time of receipt of the payment order at the Bank, the payment transaction amount is credited to the payee's payment service provider's account on the same working day, if the payment order was received at the Bank on the same business day before 12.00 a.m. If the point in time of receipt of the payment order is after 12.00 a.m. or on a non-business day, the Bank does undertake to ensure that the payment transaction amount is credited to the payee's payment service provider's account no later than on the following business day.

6.5.2. Where the Customer is the payer, the Bank does undertake to ensure that upon receipt of a payment order the amount of the payment transaction is credited to the payee's payment service provider's account no later than by the end of the Bank's following workday since the point in time of receipt of the payment order at the Bank. If the payment transaction is executed against a provided hard-copy payment order, the Bank does undertake to ensure that upon receipt of such payment order, the payment transaction amount is credited to the payee's payment service provider's account no later than within 2 (two) business days since the point in time of receipt of the payment order at the Bank. In the fees and charges the Bank may specify shorter periods in days for executing payment transactions. These provisions shall apply to payment transactions in euros executed to other Member States;

6.5.3. If payment transactions are executed within the Republic of Lithuania or funds are transferred to other Member States in currencies of the Member States (except euros) and the Customer is the payer, the Bank does undertake to ensure that upon receipt of a payment order the amount of the payment transaction would be credited to the payee's payment service provider's account no later than within 4 (four) business days since the point in time of receipt of the payment order at the Bank. In its fees and charges the Bank may specify shorter periods in days for executing payment transactions.

6.5.4. If payment transactions are executed in foreign state currencies or in currencies of the member states and money transfer is made to foreign states, and the Customer is the payer, the terms for crediting the payment transaction to the payee's payment service provider's account shall be specified in the fees and charges.

6.5.5. In the case defined under Item 6.4.2 of the present rules, if credit transfers are made in euros within the Republic of Lithuania, the Bank shall ensure that the amount of the payment transaction would be credited to the payee's payment service provider's account on the day of execution of the payment order, and if the day of execution of the payment order is not a business day – on the following business day.

6.5.6. If the Customer is the payee, the Bank shall ensure a possibility for the Customer to use the amount of the payment transaction in the payment account immediately after such amount is credited to the Bank's account and after the Bank has received the entire relevant information required for this purpose. In cases when the Customer is the payee and the Bank has provided the possibility for the Customer to use the funds of the payment transaction in advance, although the funds were not credited in the Bank's account yet, the Bank shall be entitled to debit the credited funds and accrued interest if the funds were not credited in the bank's account on the following business day. In case the funds in the Customer's account are not sufficient to debit the credited amount, the Customer shall immediately after the Bank's first request repay the credited amount and the interest paid by the Bank.

6.5.7. If the Customer is the payee, the Bank does undertake to ensure that the payment order initiated by the Customer or via the Customer is transferred to the payer's payment service provider within a term agreed on by the Customer and the Bank.

6.5.8. Where cash is placed in the Customer's payment account in the payment account currency, the Bank shall ensure that the funds are made available no later than on the following business day after the receipt of the funds. If the Customer is a consumer, the Bank shall ensure that funds are made available immediately after the receipt of the funds.

6.5.9. The time of execution of any other payment services shall be defined under agreements, the fees and charges or any other documents (e.g. applications, questionnaires)

6.6. Agreements may define a maximum limit for payment transactions executed using the payment instrument.

6.7. The Payment Account cannot be closed at the Customer's request if it is still used for providing services and/or effecting transactions initiated by the Customer.

6.8. In the cases where the Payment Account cannot be closed in accordance with the requirements of the legal acts, the Payment Account may be closed subject to removal of all obstacles identified.

## **7. Special provisions to be applied to particular payment services**

The chapter presents special provisions characteristic of the below indicated payment services.

### **7.1. Cross-border credit transfers outside the Republic of Lithuania.**

7.1.1. Cross border credit transfers initiated in the Bank outside the Republic of Lithuania may be ordinary, urgent, and extra urgent. The urgency of the credit transfer is chosen by the Customer. In case the customer did not choose the credit transfer urgency level, it shall be deemed that the Customer initiated an ordinary credit transfer. Without prejudice to the credit transfer execution terms provided in the Rules, the Bank shall undertake to forward an ordinary credit transfer to the Bank's mediator within 2 (two) business days from the day of accepting the order for a credit transfer in the Bank, urgent transfer – on the following business day from the day of accepting the order for a credit transfer in the Bank, extra urgent transfer – on the day when the order for the credit transfer was accepted in the Bank.

7.1.2. In executing payment transactions in currencies of foreign states or in currencies of the Member States to foreign states the Bank shall not be liable for mistakes made by the mediator and/or the payee's payment services provider and/or for overdue payment order execution terms, and/or for non-fulfilment/improper fulfilment of the payment order through the fault of the mediator and/or payee's payment services provider.

### **7.2. Payment cards**

7.2.1. The Customer can use the funds in the card linked Payment Account by means of a card. Once the Customer has submitted an application in the form set by the Bank and all of the documents specified by the Bank have been received by the Bank, and after the Bank has made a positive decision, the Bank initiates the production of the card to be linked with the Customer's Payment Card specified by the Customer. At the Customer's request a card may be granted not only to the Customer but also to another person specified by the Customer, i.e. to a card holder. At the Customer's request submitted

in the form and content set by the Bank or upon agreement between the Customer and the Bank, the card may be delivered to the Customer by mail to the address specified by the Customer. PIN code is sent by mail separately from the card or is provided through the on-line banking system. The Card shall be valid until the last day of the month stated thereon. The Card shall remain the property of the Bank.

7.2.2. A few payment cards can be issued to the Customer or by its specified persons to manage one Payment Account.

7.2.3. When submitting an application for issuing a supplementary card in the name of another person the Customer shall inform the latter about the terms and conditions for the issue and use of payment cards irrespective of the place they were provided to the Customer as well as the present Rules and shall be liable for the latter to comply therewith. In case the Customer is a private individual, the application for replacing/renewing of the supplementary card that has not expired can be submitted by the Customer or by the Card holder. In case the Customer is a legal entity, the application for replacing an effective Payment card may be submitted only by the Customer's authorised representative in the cases specified by the Price-list. The replaced/renewed Payment Card is issued for 3 (three) years' period.

7.2.4. The Customer and any other Card holder, besides other obligations pursuant to the Agreement, shall also be obligated to:

- keep the Card safe from temperature and electromagnetic field effects and physical damage;
- keep the PIN in secret (memorize the PIN and destroy the PIN envelope), neither write the PIN on the Card, paper, or anything usually kept with the Card nor keep the PIN in any other form;
- effect card transactions and in the card-linked payment account in accordance with the requirements of the legal acts;
- inform the Bank in case of any danger that money may be debited from the card-linked payment account without the Customer's knowing about that;
- notify of the lost card without delay following the procedure set by the Terms and Conditions by telephone No. 1608, +370 5 239 3444, information about any changes of the indicated telephone numbers are made publicly available on the Bank's Internet website [www.dnb.lt](http://www.dnb.lt);

7.2.5. The Card may be used only by the Cardholder whose data and signature are available on the Card. Before starting to use the Card the Cardholder shall sign in the signature field on the back of the Card. The Customer shall ensure that the Supplementary Cardholder signs in the signature field on the back of the Card and fulfills the obligations stipulated in the Agreement. The Customer shall be fully responsible and liable for any loss arising in consequence of the actions performed by the Supplementary Cardholder. The Customer shall be entitled at any time to terminate the use of the Supplementary Card and cancel generation of payment orders thereby subject to written notification made to the Bank.

7.2.6. To make payments for goods or services by a payment card or to make reservations in e-shops (internet) the cardholder shall use the secure on-line payment service provided by the Bank which is applied to the cards issued by the Bank and specified in the Bank's website.

7.2.7. The customer shall register the respective card for the secure on-line payment service in the internet banking by specifying the mobile phone number for sending one-off security code to confirm payment card transactions related to payments for goods/services in electronic shops (internet).

7.2.8. When making payments by a payment card for goods/services in e-shops (internet) marked by "Verified by Visa" or "MasterCard SecureCode", the cardholder shall additionally confirm the transaction with the one-off security code sent by the bank. In case the cardholder four times in a row incorrectly enters the one-off security code sent by the bank to the mobile phone number given by the Customer, the Bank shall be entitled to cancel the purchase transactions made by the respective payment card in e-shops (internet) marked by "Verified by Visa" or "MasterCard SecureCode".

7.2.9. In case the secure on-line payment service is not activated and/or the card transaction is not additionally confirmed by the one-off security code, the bank shall be entitled to refuse to execute the transaction initiated using the card data only.

7.2.10. The customer may refuse the secure on-line payment service in the internet banking system, at the bank's outlet or by phone number specified in paragraph 7.2.4.

7.2.11. The Cardholder may use the Virtual Card only to pay for goods and services on the Internet enabling payments by Virtual Card. The Virtual Card may not be used if a material (non-virtual) Card is necessary to make payments.

7.2.12. The Card holder may be additionally charged the fees applicable by the owners of Internet merchants, Internet connection and software.

7.2.13. With notice to the Bank, the Customer/Card holder is entitled to stop using the Card at any time. In case the Customer/Cardholder is not willing to renew the Card he or she must notify the Bank about that in writing at least 1 (one) month prior to the expiry date of the Card. Should the Customer/Cardholder fail to inform the Bank in a timely and appropriate manner about his or her intention to stop the use of the Card the Bank renews the Card automatically and acquires the right to receive from the Customer the fee for the Card issuance/renewal.

At the Card renewal the Customer/Card holder has the right to choose whether or not the Customer/Card holder's name and surname should be specified on the card with the Lithuanian alphabet diacritic symbols. The Customer has to give notice to the Bank at least 1 (one) month before the card expiry in case the Customer/Cardholder wishes the Customer/Cardholder's name and surname to be specified on the card with/without the Lithuanian alphabet diacritic symbols. If the Customer/Card holder fails to notify the Bank in a timely and proper manner, the Bank automatically renews the Card with the Customer/Cardholder's name and surname specified in the same symbols as they appeared before the card renewal and the Bank acquires the right to charge the Customer a card issue/renewal fee.

7.2.14. The Bank produces the same type of card to the the Customer/Cardholder as the expired (cancelled, lost, damaged) one. In case the Bank does not distribute this type of cards any longer, the card that is closest by usage and qualities (not necessarily of the same international payment card organisation Visa and/or Mastercard and/or other) and of the same type (debit and/or credit) will be produced to the Customer/Cardholder.

7.2.15. In case the Customer/Cardholder does not arrive at the Bank to collect the card or fails to activate it within 60 (sixty) calendar days from the card reservation or renewal date, the Bank shall have the right to destroy the produced/renewed card and the Customer shall pay the card issue fee. The paid card issue fee shall not be refunded.

7.2.16. The Customer/Cardholder shall return the card to the Bank at the Bank's request in case the card has expired, the agreement is terminated, or the relationship between the bank and the Customer relating to the card usage have ceased, or the Customer has refused to use the card following the established procedure. Termination of the Agreement, ceased



relationships between the Bank and the Customer relating to the card usage and/or refusal of the card or closing of the Account shall not release the Customer and/or the Cardholder from his/her obligation to cover all liabilities occurred through the use of the Card, information about the Card/Payment Account or due to any other circumstances related to the Card or the Payment Account.

7.2.17. The Bank shall be entitled, without any negative consequences to the Bank, to cancel the card in case the Customer has failed to enter the PIN code correctly or in case of a threat that the card might be exposed to unauthorised use. In such case the service providing shall be renewed by the Bank's decision. At renewing the service providing in cases when the service providing was suspended due to the Customer's fault, the Customer shall be charged the fees set in the Bank's fees and charges (including the fee for issuing a new card).

7.2.18. The Bank shall credit the Customer's payment account linked to the card in the transaction (payment) currency irrespective of the currency in which the card linked payment account is handled but to make payments by the card the Customer may only use the currency in which the card linked payment account is handled. Should the Customer wish to use another currency credited and available in the payment account (other than the currency in which the card linked payment account is handled) when making payments by the card, he has to convert it into the currency in which the card linked payment account is handled. In ATMs the Customer/Cardholder may only view the balance of the currency in which the card linked account is handled. In cases where a transfer transaction is initiated and executed in other currency than that of the card linked Payment Account, with the card number specified and with mediation of international payment card organisations "Visa" and/or "MasterCard", the transaction (payment) currency is converted into the card linked Payment Account currency, at the currency exchange rate set by the payment card organisations.

7.2.19. Upon depositing cash in the cash-in machines, the Bank shall enable the Cardholder to use the deposited amount immediately by making payments for goods or services by the card in the trading and service companies at the business hours thereof, to withdraw cash in the ATMs at the business hours thereof. In the above indicated case cash withdrawal/executing payment orders from the card-linked payment account in the Bank's outlets or through the Bank's internet banking system shall be carried out on the terms set in the fees and charges.

7.2.20. If the Customer is an individual person the Cardholder and the Customer shall be jointly liable for any transactions effected with the Card issued in the name of the Cardholder and payment of the fees applicable to the Account maintaining or making any other payments. If the customer is a legal entity the Customer shall assume full responsibility for any transactions effected by the Cardholder and payment of any fees applicable to them and the Account maintaining or making any other payments.

7.2.21. The Customer shall pay all fees related to the Card (both Principal and Supplementary) issuing, acquiring, using as charged by the Bank, as well as any interest for the use of the credit limit in the card-linked Payment Account, default interest and penalties following the procedure indicated in the present Rules and the General Rules on the Provision of Services of the Bank. The Bank shall be entitled to debit the Payment Account with the amount of accrued fees and other payments for the services provided by the Bank under the Agreement. In case the Payment Account balance is zero or insufficient, the Bank shall be entitled to credit the Customer by granting him/her a credit in the Payment Account and cover the debt thereof. The Customer shall repay such a credit to the Bank and pay the interest fixed in the Bank's fees and charges.

7.2.22. Card transactions abroad may be effected in any other legal foreign currency.

7.2.23. In case the currency in the submitted payment order differs from the card-linked payment account currency and the payment order is initiated through a bank which is on the list of the Bank's website or through an ATM and/or payment card acquiring devices of the aforementioned banks, then the currency of the payment order shall be converted into the card-linked payment account currency at the currency exchange rate set by the Bank and published on the Bank's website.

7.2.24. In case the currency in the submitted payment order differs from the card-linked payment account currency and the payment order is initiated through a bank other than indicated in Item 7.2.18 of these rules, then the currency of the payment order shall be converted into Euros at the currency exchange rate set by international organisations effective on the transaction data handling day and the Euros received shall be converted into the account currency at the currency exchange rate published in the Bank's website.

7.2.25. In case the currency in the submitted payment order is other than euros, the amount of the payment order shall in all cases be converted into Euros at the currency exchange rate set by international organisations effective on the transaction data handling day and the Euros received shall be converted into the card-linked payment account currency at the currency exchange rate published in the Bank's website.

7.2.26. In case the currency in the submitted payment order differs from the card-linked payment account currency, the currency exchange fee set by the Bank and indicated on the Bank's website shall be added (if applied) to the currency exchange rate set by international organisations.

7.2.27. In case international payment card organisations make available the information to the Bank on the currency exchange rates applied by the aforementioned organisations, the Bank shall update such exchange rates to the Customers through a link in the Bank's website.

7.2.28. The Bank at its own account shall take out travel insurance for holders of cards of Visa Classic, Visa Business, Visa Gold, MasterCard Standard, and MasterCard Business against financial losses on a trip abroad with an insurance company and at the conditions of the Bank's choice. The relevant conditions of this insurance, insurance regulations, the insurance company's contact information and telephone numbers in case of an accident are available on the Bank's website. The Bank shall reserve the right to change the insurance conditions, insurance company(-ies) and to recall insurance of some or all of the above indicated types with at least 30 days' notice on the Bank's website.

7.2.29. Due to certain specifics of the card as a tool for disposing of and managing the Payment Account and the requirements of the international organizations VISA and/or MASTERCARD, in special cases where transactions in the Payment Account are effected using the card, the execution of transactions initiated by the Customer from the Bank's funds by way of overrunning the Payment Account balance is possible. In such case the Customer has to cover the overrun amount in the Payment Account pursuant to the procedure and under terms stipulated in paragraph 5.10 of the Rules.

### **7.3. Executing payment transactions through internet banking.**

The Item refers to particular characteristics of payment transactions executed through Internet banking.

7.3.1. Payment transactions executed through Internet banking are authorised by the TAN code *and additional security code sent by the Bank to the Customer in a short text message to the mobile phone number given by the Customer in case the payment transaction confirmed by a TAN code exceeds EUR 30 (thirty)*, password generated by the password generator, e-mail signature and/or by other means specified in the Agreement signed with the Customer that the Customer/Account holder must keep following the procedure set by these Payment Service Rules. The documents confirmed in such manner shall be considered approved by the Customer and shall have the same legal power as hard-copy documents signed by the Customer or a representative thereof.

7.3.2. Before starting to use the password generator, the Customer/Account holder shall familiarise with the password generator manual which is published on the Bank's website.

7.3.3. The requirements for granting and usage of the e-signature shall be available to the Customer/Account holder at the Bank's website.

7.3.4. The Bank shall undertake to suspend the internet banking service immediately in case the Customer/Account holder 5 (five) times has entered the Login code alone or an incorrect PIN, TAN code, permanent password, password generated by the password generator, or in case the e-signature has not been confirmed 5 (five) times. The Bank shall renew the internet banking service upon the Customer/Account holder's visit to the Bank or upon telephone call to the Bank's given number after the Login is specified and identification of the Customer/Account holder is completed by the Bank.

7.3.5. The Bank shall also be entitled, without any negative consequences to the Bank, to refrain from executing the Customer's payment orders or to suspend the internet banking service due to technical disorders that might harm the internet banking or the Customer or in case there is a threat that the internet banking may become exposed to unauthorised access or in case the payment orders have not been filled in according to the internet banking requirements, or in case the funds in the Customer's account are not sufficient to make all payments, or in case the payment orders received from the Customer may not be executed due to other major reasons including internet banking security ensuring. The Bank shall notify the Customer in the manner indicated in these Rules and/or make such information available on the internet bank. In such case the service providing shall be renewed by the Bank's decision.

7.3.6. The Bank gives the Customer/Account holder the Login code, password generator or the password which the Customer can change at his/her own choice, the PIN code card and TAN code card.

7.3.7. The Customer/Account holder shall ensure security of the Customer identification tools entrusted thereto: the Customer has no right to transfer them to another person or to another Account holder, or to any other representative of the Customer; the Customer undertakes to keep them in secret, not to write them down on paper or on other objects, and to keep them in the form provided by the Bank.

7.3.8. In case of a threat that the Customer identification tools may or have become known to third persons (hereinafter - lost), the Customer/Account holder shall immediately notify the Bank in writing or by the telephone number indicated in the Bank's website. In case the loss of the Customer identification tools is related to third persons' fraudulent actions, the Customer/Account holder shall immediately report to the law enforcement authorities.

7.3.9. By using the on-line banking services the Customer can make transactions with the Bank set by the Bank. The Bank shall be entitled to unilaterally withdraw the possibility of concluding all or part of the transactions via the on-line banking system or establish other requirements. By granting the right to manage and use the funds in the Customer's account, the Customer shall enable the Account holders together or separately to create specific rights and obligations to the Customer, obtain the Customer's personal information or the information and data intended only to the Customer.

7.3.10. Transactions are made once the Customer has filled out the set form in the on-line banking system and after the fact of the offered transaction is confirmed by the Customer's identification tools and provided that other conditions set by the Bank have been fulfilled. The Bank shall notify the Customer about the acceptance of the offer in the procedure set by the Bank. This does not mean that the Bank at any time must accept the Customer's offer or inform the Customer about the acceptance of the offer with a special notification.

7.3.11. The Bank may apply the transaction limits set by the Bank to the payment transactions made through the on-line banking system. The procedure for transaction limits are published on the Bank's website.

#### **7.4. Delivery and payment of E-Invoices**

The general conditions for the delivery and payment of E-Invoices are set in this paragraph. The Bank and the E-Invoice receiver separately agree on the specific conditions for E-Invoice delivery and payment.

7.4.1. Delivery of E-Invoices:

7.4.1.1. The Customer may submit the Application for E-Invoice delivery at the Bank's outlet, in the on-line banking system or through other electronic channels, or to the E-Invoice provider. The place/method of the Application for E-Invoice delivery depends on the possibilities offered by the Bank and/or E-Invoice sender

The Bank does not deliver E-Invoices unless the Application for E-Invoice delivery is submitted by the E-Invoice receiver;

7.4.1.2. The Bank delivers E-Invoices to the E-Invoice delivery address in the on-line banking system or through other electronic channels intended for the E-Invoice delivery;

7.4.1.3. The E-Invoice delivery starts after all data required for the E-Invoice delivery is received from the E-Invoice provider or by its payment service provider;

7.4.1.4. In case the Application for E-Invoice delivery was submitted by the co-holders or one of the co-holders of the account, each of them is entitled to receive E-Invoices, revoke the Application for the E-Invoice delivery, pay the E-Invoices, view the E-Invoice information irrespective of the account management method;

7.4.1.5. In case the E-Invoice receiver is not the same as the E-Invoice provider's service/goods receiver or in other cases agreed between the E-Invoice provider and its service/goods receiver, the E-Invoice of a narrower scope may be submitted to the E-Invoice receiver specifying only the information that is required to make the payment.

7.4.1.6. In case the E-Invoice provider changes the code specified in the Application for the E-Invoice delivery and granted by the E-Invoice provider to the E-Invoice receiver or to another person, whose E-Invoices the E-Invoice receiver wishes to pay, without changing any other conditions of the Application for E-Invoice delivery, the code specified in the Application for E-Invoice delivery shall be automatically deemed to have been changed respectively.

7.4.1.7. The Bank does not deliver E-Invoices in the following cases:



- 7.4.1.7.1. The E-Invoice provider or its payment service provider does not transfer the data and information to the Bank that is required to submit the E-Invoice, including the cases where the transferred data and information do not correspond to the applicable requirements;
- 7.4.1.7.2. The E-Invoice receiver's account with the Bank specified as the E-Invoice delivery address is closed;
- 7.4.1.7.3. no agreement on e-invoice delivery to payers has been made between the Bank and the E-Invoice provider's payment service provider or such agreement is expired or terminated.
- 7.4.1.8. The Application for E-Invoice delivery ceases in effect in the following cases:
- 7.4.1.8.1. In the cases specified by paragraph 7.4.1.7.2. and 7.4.1.7.3. of these Rules;
- 7.4.1.8.2. In case the E-Invoice provider has not delivered a single E-Invoice to the E-Invoice receiver for 24 (twenty four) subsequent months.
- 7.4.1.9. The Bank has the right to refuse to submit E-Invoices in the following cases:
- 7.4.1.9.1. due to the fault of the E-Invoice provider or its payment service provider (delay) the E-Invoice data and information were submitted to the Bank less than 2 (two) days before the E-Invoice payment term;
- 7.4.1.9.2. The E-Invoice provider breaches the agreement on E-Invoice delivery made with the Bank;
- 7.4.1.9.3. the Bank suspects that the E-Invoice provider's business or the information specified in the E-Invoices is in conflict with the public policy and good morals, etc.;
- 7.4.1.10. The E-Invoice receiver can recall the Application for E-Invoice delivery submitted to the Bank by notifying the Bank following the procedure specified by the General Rules on the Provision of Services and/or in these Rules.
- 7.4.1.11. Upon the E-Invoice receiver's instruction, the Bank shall send information notices to the E-Invoice receiver on the E-Invoice delivery date and on the payment date specified in the E-Invoice, in case the E-Invoice is not paid on the payment date specified therein, Information notices shall be sent by e-mail and/or in other ways (the way is chosen by the E-Invoice receiver once the Bank has provided such possibility). The Bank shall send information notices to the E-Invoice receiver's latest e-mail address specified/known thereto.
- 7.4.1.12. The Bank does not assume any responsibility for the content, correctness and completeness of the data of the E-Invoice provided to the Bank and does not verify such data, including the cases where additional data, i.e. information about the services and/or goods provided by the E-Invoice sender, active links to the internet websites, is transmitted together with the data required for the E-Invoice sending. The E-Invoice receiver uses such links at its own risk and assumes all responsibility related to that. The Bank does not accept or analyse any claims about the content of E-Invoices.
- 7.4.1.13. The Bank charges a commission fee for the one-off payment of the E-Invoice initiated by the Payer by means of the credit transfer in euros on the transaction date from the Payer's account from which the payment is made.
- 7.4.1.14. The Bank keeps the E-Invoice data provided thereto for 15 (fifteen) months.

#### **7.4.2. Order to execute an automated credit transfer:**

- 7.4.2.1. The Payer's order to execute an automated credit transfer is executed by the Bank in euros. In case the balance of the account is insufficient, the Bank shall not convert the amounts in the account into euros.
- 7.4.2.2. Before placing an Order to make an automated credit transfer, the Payer must have submitted the Application for E-Invoice delivery.
- 7.4.2.3. The order to make an automated credit transfer shall come into effect on the validity start date of the Order to execute an automated credit transfer specified therein and shall remain effective until the end date specified therein. If the end date of the Order to execute an automated credit transfer is not specified (if the Bank provides for such possibility), the Order to execute an automated credit transfer shall be deemed to have an unlimited effect. The Bank does not send any separate information notice to the Payer about the confirmation/effective date of the Order to execute an automated credit transfer.
- 7.4.2.4. The E-Invoice automated payment execution date can be: two calendar days following the E-Invoice delivery; the payment date specified in the E-Invoice; a specific day of the month that can be chosen depending on the possibilities offered by the E-Invoice provider.
- 7.4.2.5. The Bank shall execute the Order to execute an automated credit transfer on the E-Invoice payment date specified therein, unless the payment date specified in the E-Invoice is earlier than the date for payment thereof specified in the E-Invoice. In such case the Bank shall execute the payment on the payment date specified in the E-Invoice.
- 7.4.2.6. In case the validity end date of the Order to execute an automated credit transfer coincides with the E-Invoice payment execution date, the Bank shall make the automated payment of the E-Invoice on the last effective day of the Order to execute an automated credit transfer. The Order to execute an automated credit transfer shall cease in effect on the next day.
- 7.4.2.7. By performing the Order to execute an automated credit transfer the Bank shall charge the funds from the Payer's account specified in the Order to execute an automated credit transfer following the procedure and within the terms set forth by the Order and by the account agreement and shall transfer them to the E-Invoice provider or to another person specified in the E-Invoice.
- 7.4.2.8. At the Payer's instruction to execute a partial payment of the E-Invoice, the payment shall be executed at the last attempt to make an automated credit transfer.
- 7.4.2.9. After the Payer specifies the number of additional attempts to execute the order in the Order to execute an automated credit transfer, the payment execution is attempted once per day.
- 7.4.2.10. The payment of the E-Invoices delivered and unpaid before the validity start date of the Order to execute an automated payment credit transfer is executed provided that the E-Invoice payment execution date specified in the Order to execute an automated credit transfer coincides with its payment date specified in the E-Invoice or is later.
- 7.4.2.11. In case besides the Order to make an automated credit transfer, other orders are also submitted to charge funds from the account from which an automated payment of the E-Invoices will be made, the Bank shall execute the submitted Orders to execute an automated credit transfer in the sequence order of their receipt (calendar sequence), unless otherwise provided by the laws of the Republic of Lithuania or in the bank account agreement between the Payer and the Bank.
- 7.4.2.12. In case the Payer has delivered more than one Order to execute an automated credit transfer from the same account with the same E-Invoice payment execution date, the Bank shall individually decide on the sequence of the payments execution.

7.4.2.13. The Payer shall ensure that the balance of the account from which automated payments of the E-Invoice will be made is sufficient in euros to make the Order to execute an automated credit transfer and to debit a commission fee.

7.4.2.14. Following the Payer's instruction to execute a partial payment of the E-Invoice following the procedure established by the Bank, such payment shall be executed provided that the balance of the account from which an automated payment of the E-Invoice will be made is sufficient to transfer minimum 50% of the amount specified in the E-Invoice and to debit the Bank's commission fee.

7.4.2.15. In case the E-Invoice amount exceeds the maximum payment amount specified by the Payer and the Payer has permitted to execute a partial payment of the E-Invoice, the Bank shall execute a partial payment in the amount that does not exceed the maximum payment amount.

7.4.2.16. Within the effective term of the Order to execute an automated payment, the Payer may revoke the automated payment of a specific E-Invoice without terminating the execution of the Order to make an automated credit transfer in respect of other E-Invoices.

7.4.2.17. The Bank shall perform the Order to execute an automated credit transfer irrespective of the submitted credit E-Invoices and shall make no set-off between the submitted debit E-Invoices and Credit E-Invoices.

7.4.2.18. In case the Order to execute an automated credit transfer was submitted from the account from which an automated payment of the E-Invoice will be made, the co-holders or anyone of them shall have the right to revoke/change the Order to execute an automated credit transfer, pay the E-Invoices, view the E-Invoice related information irrespective of the Account management method.

7.4.2.19. The Payer can change the following conditions of the Order to execute an automated credit transfer without the Bank's consent:

7.4.2.19.1. validity start date, (can be changed if the validity start date specified in the Order to execute a credit transfer is later than its changing date);

7.4.2.19.2. validity end date;

7.4.2.19.3. maximum payment amount;

7.4.2.19.4. monthly limit;

7.4.2.19.5. feature specifying whether or not a partial payment of the E-Invoice is permitted;

7.4.2.19.6. E.invoice payment execution date;

7.4.2.19.7. number of additional attempts to make the E-Invoice payment by an automated credit transfer.

The changes in the Order to execute an automated credit transfer shall come into effect on the following workday and shall apply to the relevant E-Invoices unpaid and partially paid that were received/submitted both before and after changing the Order to execute an automated credit transfer provided that their payment term has not matured.

7.4.2.20. In case the E-Invoice provider changes the code specified in the Order to execute an automated credit transfer and granted by the E-Invoice provider to the E-Invoice receiver or to another person, whose E-Invoices the E-Invoice receiver wishes to pay, without changing any other conditions of the Order to execute an automated credit transfer, the code specified in the Order to execute an automated credit transfer shall be automatically deemed to have been changed respectively.

7.4.2.21. The amounts charged in fulfilment of the Order to execute an automated credit transfer may be refunded to the Payer following the procedure set in Section 11 of these Rules.

7.4.2.22. By performing the Order to execute an automated credit transfer, the Bank shall use the data submitted by the E-Invoice provider to generate a payment. The Bank shall not be liable for the correctness of the E-Invoice data submitted thereto and for the amount of the E-invoices delivered by the E-Invoice provider.

7.4.2.23. The Bank shall not be liable for not paying the E-Invoice in the following cases:

7.4.2.23.1. The E-Invoice provider or another payment service provider did not send the E-Invoice documents to the Bank or sent them when the Order to execute an automated credit transfer could not be effected under the conditions specified therein;

7.4.2.23.2. The Order to execute an automated credit transfer was not executed due to the insufficient balance to pay the Bank's commission fee.

7.4.2.24. The Bank's liability relating to the transactions effected on the basis of the Order to execute an automatic credit transfer and actions performed shall be limited to the amount of direct material losses incurred by the Payer.

**7.4.2.25. The Bank shall not effect the Order to execute an automated credit transfer in the following cases:**

7.4.2.25.1. the E-Invoice is not submitted;

7.4.2.25.2. The E-Invoice amount exceeds the maximum payment amount and/or the monthly limit specified in the Payer's Order to execute an automated credit transfer;

7.4.2.25.3. the balance of the account from which an automated payment of the E-Invoice will be made is insufficient in euros to perform the transaction and to debit the Bank's commission fee;

7.4.2.25.4. the funds in the account from which an automated payment of the E-Invoice will be made are under lien or the Payer's right to use the funds in the account is under other restrictions;

7.4.2.25.5. In other cases prescribed by laws of the Republic of Lithuania or provided in the bank account agreement made between the Payer and the Bank, when the Bank has the right or is obligated to reject the orders to debit funds from the account from which an automated payment of the E-Invoice will be made.

7.4.2.26. The Order to execute an automated credit transfer shall cease to have effect from the moment when at least one of the following documents becomes invalid:

7.4.2.26.1. The Payer's Application for E-Invoice delivery;

7.4.2.26.2. the bank account agreement made between the Bank and the Payer;

7.4.2.26.3. the agreement on E-Invoice delivery made between the Bank and the E-Invoice provider;;

7.4.2.26.4. the agreement on the conditions of the E-Invoice delivery and refund to the payers made between the Bank and the E-Invoice provider's payment service provider;

7.4.2.26.5. The Agreement on E-Invoice Provision for Payers made between the Bank and other payment service providers.

7.4.2.27. The Bank or the Payer shall have the right to revoke the Order to execute an automated credit transfer any time with notice to each other given following the procedure set in these Rules. In case the Payer revokes the Order to execute an automated credit transfer, the E-Invoices shall be still delivered to the Payer in the way specified thereby.



7.4.2.28. The Bank shall have the right without a prior notice to terminate the fulfilment of the Order to execute an automated credit transfer in case the E-Invoice provider has not submitted a single E-Invoice to the E-Invoice receiver for 24 (twenty four) subsequent months.

7.4.2.29. The Payer shall settle with the Bank for the fulfilment of the Order to execute an automated credit transfer and for the services provided on such basis at the time when the transaction is executed according to the prices for the services and transactions set in the Bank's fees and charges.

## **8. Information provided to the user of payment services**

8.1. Information on one-off transactions executed under the framework agreement:

8.1.1. the Bank must, before the start of the one-off payment transaction initiated by the Customer (payer) under the framework agreement, at the Customer's request provide the Customer with information on the longest term (fixed under Item 6 of the present rules) for executing such payment transaction, on payable commission fee and on the split of the commission fee amount (specified in the fees and charges). Said information shall also be available for the Customer at the Bank's branch and the Bank's website;

8.1.2. in the statement of account the Bank shall indicate the following information on payment transactions:

8.1.2.1 payment transaction amounts debited to the Customer's payment account:

8.1.2.1.1 information based on which the Customer can identify each payment transaction and information related to the payee;

8.1.2.1.2. payment transaction amount in the currency in which the amount is debited to the payment account or in the currency indicated in the payment order;

8.1.2.1.3. amount of the commission fee for the payment transaction and the way the commission fee amount is split or interest payable by the Customer (payer);

8.1.2.1.4. currency exchange rate applied by the Bank and the amount of the payment transaction after currency exchange, if the payment transaction involved currency exchange;

8.1.2.1.5. date of the payment account debiting;

8.1.2.2. amounts of each payment transaction credited to the Customer's payment account:

8.1.2.2.1. information based on which the Customer (payee) can identify each payment transaction and the payer, also, payment order data sent alongside with the payment transaction;

8.1.2.2.2. amount of the payment transaction in the currency in which the amount is credited to the Customer's payment account;

8.1.2.2.3. amount of the commission fee for the payment transaction and the way the commission fee amount is split or interest paid by the Customer (payee) on such payment transaction;

8.1.2.2.4. currency exchange rate applied by the Bank and the amount of the payment transaction before the currency exchange, if the payment transaction involved currency exchange;

8.1.2.2.5. date of crediting.

8.1.3. The Customer may get the statement of account in the following ways:

8.1.3.1 by visiting the Bank's branch directly from the Bank officer;

8.1.3.2 if the Customer is user of the Internet Banking service, he may print the statement of account out himself based on a relevant service agreement using the instrument provided under such agreement;

8.1.3.3. sent by the Bank by mail or in any other agreed manner under a relevant agreement by and between the Customer and the Bank and / or at the Customer's request.

8.1.4. If the Customer is a consumer, he shall be entitled to get the statement of account free of charge containing information specified under Item 8.1.2 on transactions executed in the payment account in the following manner:

8.1.4.1 if the Customer is a user of the Internet Banking service, he/she may print the statement of account out himself/herself based on a relevant service agreement using the instrument provided under such agreement; Statements of account are provided in this manner free of charge, irrespective of the frequency in which they are provided. The Bank shall be entitled to establish a period for which information on transactions executed within such period is provided in the statement of account in this manner, in any event, however, the Customer shall have the right to get, in this manner, a free-of-charge statement of account, which at the Customer's discretion contains information on transactions executed in the payment account within no more than a 30 (thirty) calendar days' period before the Customer's request or within the preceding calendar month;

8.1.4.2 if the Customer is not the a user of the Internet Banking service, he/she shall have the right, upon appearing at the Bank, to obtain, once a month, from the Bank's officer a free-of-charge statement of account, which at the Customer's discretion contains information on transactions executed in the payment account within no more than a 30 calendar days' period before the Customer's request or within the preceding calendar month.

8.1.5. For providing statements of account to the Customer who is not a consumer, also, for any additional information, other than that specified under Item 8.1.2 of the present rules, provided at the consumer's request for more frequent providing of statements of account or for their providing in any other manner or by any other means that those specified under Item 8.1.4, the Customer must pay a commission fee in an amount specified in the fees and charges;

8.2. Information on one-off payment transactions:

8.2.1. If a payment order for a one-off payment transaction is provided using payment means established under the framework agreement, the Bank shall have no obligation to provide relevant information or enable familiarisation with the information that has already been provided to the payment service user based on the framework agreement concluded with any other payment service provider or that will be provided thereto under such framework agreement.

8.2.2. Terms and conditions for executing one-off payment transactions:

8.2.2.1 for the purpose of due execution of a payment order the Customer must indicate to the Bank the unique identifier and/or any other information requested by the Bank (if applicable);

8.2.2.2 the longest term for executing the payment service shall be specified under Item 6 of the present rules;

8.2.2.3. the commission fee payable by the Customer and the way in which the amount of commission fee is split shall be specified in the fees and charges;

- 8.2.2.4 if the payment transaction involves currency exchange, the reference currency exchange rate shall be applied;
- 8.2.2.5 in case of one-off payment transactions, the provisions of Item 6 of the payment rules shall also be applied;
- 8.2.3. Having received a payment order for a one-off payment transaction, the Bank shall immediately enable the Customer (payer) to familiarise, in a reasonable manner, with the following:
  - 8.2.3.1 information based on which the Customer identifies the payment transaction and information related to the payee;
  - 8.2.3.2 amount of the payment transaction in the currencies indicated in the payment order;
  - 8.2.3.3 amount of the commission fee paid by the Customer for the payment transaction and the way in which the amount of the commission fee is split – this information shall be specified in the fees and charges;
  - 8.2.3.4 reference currency exchange rate and the payment transaction amount after currency exchange, if the payment transaction involved currency exchange;
  - 8.2.3.5 date of the receipt of the payment order.
- 8.2.4. commission fee fixed in the Bank's fees and charges shall be charged for providing of information to the Customer who is not a consumer.
- 8.2.5. At the Customer's request, the Bank shall provide the information specified under Item 8.2.3 in writing

#### **9. Duties of payment service users in relation to payment instruments**

- 9.1. The Customer entitled to use the payment instrument shall have the following duties:
  - 9.1.1. when using the payment instrument, to follow rules regulating the issuance and use of the payment instrument;
  - 9.1.2. having found out about any loss, theft, illegal acquisition of the payment instrument or about its unauthorised use, also, about facts or suspicions that personalised security features of his payment instrument have become known to or may be available to any third parties, to immediately give the Bank or the entity indicated thereby a relevant notification, observing the rules regulating the issuance and use of the payment instrument.
- 9.2. Upon receipt of the payment instrument, the Customer must take actions to protect the personalised security features of the payment instrument.

#### **10. Communication between the payment service provider and the payment service user**

- 10.1. Any and all communications, statements of account, reports, certifications, confirmations or any other information, including the Bank's service rules (hereinafter the 'notifications') must be made in writing (i.e. a relevant document must be drawn up), other than in cases provided for by legal acts of the Republic of Lithuania and / or under agreements as well as any other documents submitted to the Bank (applications, forms, etc.), where notifications may be provided verbally or must be notarised. Documents sent by telecommunication means or by electronic means (by fax, teletype or via the Internet) shall be deemed to be documents made in writing.
- 10.2. The Bank shall deliver notifications to the Customer in person or announce them publicly.
  - 10.2.1. The Bank's notifications shall be delivered in person or told personally to the Customer, also, sent by mail, e-mail, telefax or any other telecommunication means, via the Bank's Internet Banking system.
  - 10.2.2. the Bank's public notifications shall be placed at the Bank's website and made available at the premises of the Bank's Customer service branches. Such notifications may be additionally published at any national newspaper selected by the Bank (available in an area with more than 60 per cent of the population of the Republic of Lithuania).
- 10.3. The Customer's notifications to the Bank shall be delivered or told directly to the Bank's authorised employees, also, sent by mail, telefax, telephone and other telecommunication means, by e-mail, via the Bank's Internet Banking system. If the Customer gives a notification verbally, the Bank shall have the right to record the conversation pursuant to the procedure established by laws.
- 10.4. The Bank must ensure continuous and quality functioning of the Bank's Internet Banking system and the Bank's website (to the extent it depends on the Bank). The Bank, however shall have the right to improve its IT systems and eliminate any failures found, even if this may result and / or results in any interference with providing information and/or services to its Customers. The Bank must plan works related to the improvement of its IT systems and elimination of any failures in them and wherever possible carry out such works during night time. In case of any extraordinary circumstances and important reasons the Bank shall have the right, with the aim to avoid any possible losses for the Customer and/or its own losses, to eliminate IT system failures any time round the clock. Works for the elimination of IT system failures shall be carried out within the shortest possible period of time. At the time when the Bank's IT system improvement and/or elimination of failures is performed, fulfilment of any and all obligations of the Bank that are executed via the IT systems shall be suspended.
- 10.5. Each party shall be entitled to select a way of delivering notifications, other than in cases peremptorily established by legal acts of the Republic of Lithuania and/or agreements as well as any other documents (applications, forms, etc.) submitted to the Bank. The Bank's notification announced publicly shall be deemed duly transferred and delivered to the Customer, other than in cases peremptorily indicated by legal acts of the Republic of Lithuania and/or agreements, where the Bank must deliver a notification to the Customer in person. Information that constitutes the Bank's secret may be handed in or told only in person.
- 10.6. Notifications delivered by the parties shall be deemed received:
  - 10.6.1. if a notification has been delivered verbally (including by phone) – at the time it is being told;
  - 10.6.2. if a notification is handed in directly – on the day it is handed in;
  - 10.6.3. if a notification is sent by mail – after a 5 (five) calendar days' period (if sent to / received from outside the Republic of Lithuania – after a 14 (fourteen) calendar days' period) since the day of its dispatch;
  - 10.6.4. if a notification is sent by e-mail, telefax, telephone and other means of communication – on the nearest business day in the country of the payee since its dispatch;
  - 10.6.5. if a notification is announced via the Bank's Internet Banking system – on the nearest business day in the payee's country following the day of its announcement;
  - 10.6.6. if a notification is announced publicly – on the day of publishing;
  - 10.6.7. if the payee has confirmed earlier receipt of the notification than mentioned above – on the confirmed day of receipt.

10.7. Name and surname or name of a legal person, addresses, telephone, fax numbers and other details (hereinafter the 'contact information'), required to be indicated when sending notifications by the parties, shall be indicated in the agreements or any other documents (applications, forms, etc.) submitted to the Bank.

10.8. If the agreement includes multiple persons (co-borrowers, account co-holders, etc.), the Bank shall have the right to address notifications related to such service agreement to any of the multiple persons. Such person must forward the information received to other multiple persons indicated in the service agreement.

10.9. If the agreement or any other documents (applications, forms, etc.) provided to the Bank does not contain the Customer's contact information, the Bank shall have the right to give the notification according to the latest contact information indicated by the Customer. If the agreement does not contain the Bank's contact information, the Customer shall have the right to give the notification according to the contact information indicated at the Bank's website.

10.10. The parties must immediately inform each other of any change in their contact information. At the Bank's request the Customer must provide relevant documents in evidence of a change in the contact information. In case of failure to fulfil such duty, it shall be deemed that any notification sent according to the latest information indicated to the other party has been duly sent, and any obligation fulfilled based on such information has been duly fulfilled.

10.11. The parties must immediately provide each other with information of any circumstances that may be important for performing under the agreement. At the Bank's request, the Customer must provide documents in evidence of such circumstances, irrespective of the fact that the information has been provided to public registries, also, documents, evidencing the following: a change in sample signature of the Customer or of the Customer's representative, initiation or instigation of the Customer's Bankruptcy, restructuring proceeding, the Customer's liquidation, reorganisation, rearrangement, etc.

10.12. The agreement must establish that the Parties must periodically provide each other with certain notifications related to their performance under the agreement.

10.13. If the Customer does not receive notifications from the Bank that the Customer had to receive from the Bank under the agreement or has submitted his separate request to the Bank in order to receive them, the Customer must immediately inform the Bank about it.

10.14. The Customer must, having received a notification from the Bank, immediately check the correctness and accuracy of the information contained in it and, having found any discrepancy, inaccuracy or mistake immediately inform the Bank about it. The present Item shall not be applied to the Bank's notifications that according to their purport, the agreement or legal acts of the Republic of Lithuania need not be checked and/or approved by the Customer.

10.15. Notifications sent by the Bank to the Customer cannot be deemed to be the Bank's offer to the Customer to execute the agreement or use any services, except the cases where the Bank's notification clearly states that exactly such offer is being made.

10.16. The payment service rules as well as the fees and charges shall be announced in the Lithuanian and in the English languages. The agreements shall be executed in the Lithuanian language. At the Customer's request and at the Bank's consent, agreements may be executed in the English language. The Bank shall have the right to request the Customer to compensate the costs for translation of the agreement into a foreign language.

10.17. The Bank's notifications delivered to the Customer in person shall be made in the Lithuanian language. The Bank shall also be entitled to make such notification in the language in which the agreement has been executed. At the Bank's consent, the Bank's notifications may be made in any other language requested by the Customer. The Bank's notifications publicly announced on the Bank's website shall be made in the Lithuanian and in the English languages. In all other cases the Bank's notification shall be made in the Lithuanian language.

10.18. The Customer's notification to the Bank may be made in the Lithuanian and the English languages.

10.19. In case of any discrepancy between the texts of the agreement or any other document in the Lithuanian and any foreign language, the text in Lithuanian shall prevail.

10.20. Documents provided to the Bank must be made in the Lithuanian and / or any other language indicated by the Bank. If documents provided to the Bank are made in any foreign language, the Bank shall be entitled to request their translation into the Lithuanian and / or any other language indicated by the Bank by a competent translator acceptable to the Bank. The Bank shall be also entitled to request that authenticity of the translator's signature is notarised.

10.21. The Bank must request that documents drawn up in a foreign country are apostilled or legalised pursuant to the procedure established by legal acts.

10.22. The Customer shall be entitled to any time familiarise with the effective version of the framework agreement and of the payment service rules, also, with any version of the framework agreement and of the payment service rules that was effective after the day of execution of the framework agreement. The aforementioned documents and information may be announced at the Bank's website, and if they are not announced and a separate request of the Customer has been received, they must be provided to the Customer in writing or using any other durable medium.

## **11. Security and rectifying measures**

11.1. The Customer must immediately notify the Bank in writing of his personal identification document theft or loss in any other manner. Said requirement is set with the aim to secure the Customer funds from any possible illegal third-party actions.

11.2. The Customer entitled to use the payment instrument must adhere to the terms and conditions specified under Item 9.1. of the present rules.

11.3. Upon receipt of the payment instrument, the Customer must adhere to the terms and conditions established under Item 9.2. of the present rules.

11.4. The Bank shall have the right to block the payment account (i.e. to suspend payment transactions in the payment account, in full or in part) and / or the payment instrument (to prohibit using it, in full or in part):

- due to any objective reasons related to funds in the payment account and / or to the security of the payment instrument;
- due to suspected illegal or unfair use of funds in the payment account or of the payment instrument or due to highly increased risk related to the Customer's potential inability to duly meet his payment obligation (also when using the payment instrument and credit line);

- if the Customer fails to perform under the agreement;
- if the Bank has reasonable suspicion that any third parties may illegally use the funds in the payment account and / or the payment instrument;
- if the Bank has reasonable suspicion that the payment account and / or payment instrument may potentially be used or has been used for criminal activities;
- if the Bank obtains reasonable information about the Customer's death;
- if the Bank is provided with controversial information about persons empowered to represent the Customer;
- in cases stipulated by laws or any other legal acts of the Republic of Lithuania or under the agreement or under any other agreements executed with the Bank.

11.5. The payment account and/or the payment instrument shall be blocked at the Customer's initiative, if the Customer submits a relevant request to the Bank or informs the Bank in a manner established under the agreement that the payment instrument issued to the Customer has been stolen or lost in any other way and funds in the payment account and / or the payment instrument are used or may be used in any other illegal manner. The Bank shall have the right to demand that the Customer verbally provides a request to block the payment account and / or that the payment instrument is subsequently confirmed in writing or in any other way acceptable to the Bank. If the payment account and / or payment instrument was blocked at the Customer's initiative, the Bank may unblock it only upon receipt of the Customer's request in writing, unless otherwise established under the agreement. The Bank shall have the right to replace the blocked payment instrument with a new one.

11.6. In the above cases the Bank shall notify the Customer, in a manner established under the agreement, of blocking the payment account and / or the payment instrument and reasons for such blocking, if possible, before blocking the payment account and / or the payment instrument and no later than immediately upon its blocking, except in cases when providing of such information would impair the security measures or would be prohibited under any other legal acts;

11.7. The Bank shall unblock the payment account and / or the payment instrument (or replace it with a new payment instrument) when reasons for blocking the payment account and / or the payment instrument cease to exist;

11.8. The Bank shall not be liable for the Customer's losses incurred as a result of blocking of the payment account and/or the payment instrument, and shall not pay the default interest defined in the rules and/or the agreement, if such blocking was made pursuant to the procedure established by the rules and / or the agreement and at the conditions defined in the rules and/or the agreement.

11.9. Payment transaction shall be deemed authorised only after the Customer has given his consent to execute it. The form and procedure for giving such consent shall be defined in the agreement. The Customer may authorise the payment transaction either before or after its execution, if the Customer and the Bank have so agreed. If the above-referred consent is not available, it shall be deemed that the payment transaction has not been authorised.

11.10. The Customer may any time before the point in time of irrevocability, indicated under Items 6.3.3–6.3.6, cancel his consent to execute the payment transaction. A consent to execute multiple payment transactions may also be revoked, in which case all further payment transactions shall be deemed unauthorised.

11.11. If the Customer is a consumer and denies having authorised a payment transaction that has been executed or maintains that the payment transaction has been improperly executed, the Bank shall have the duty to prove that authenticity of the payment transaction was confirmed, that it was duly registered, reflected in the accounts, and no technical or any other hindrances had any impact on it.

11.12. If the Customer is a consumer and denies having authorised a payment transaction that has been executed, the use of the Bank's registered payment instrument shall not necessarily constitute sufficient evidence that the Customer has authorised the payment transaction, has acted unfairly or has intentionally or through gross negligence failed to fulfil one or several duties established under Items 11.2 and 11.3. If the Customer is not a consumer, the use of the Bank's registered payment instrument shall constitute sufficient evidence that the Customer has authorised the payment transaction.

11.13. If the Customer is a consumer, the losses resulting from any unauthorised transaction in an amount of EUR 150 shall be covered by the Customer, in case the losses result from:

- use of lost or stolen payment instrument;
- illegal acquisition of the payment instrument, if the Customer failed to protect the personalised security features.

If the Customer is not a consumer, any and all losses that are incurred due to the above-indicated reasons shall be covered by the Customer.

In case the Customer and the Bank agree on the "Safe card" security service offered by the Bank, irrespective of the payment card type (except EC/MC ERA cards), the Bank shall compensate the Customer for the illegal transactions made with payment cards in the amount of up to EUR 2900 per year to the customer and the interest accrued due to such transactions on the use of the credit limit granted by the Bank, cash withdrawal charges, fee for the card production, if such illegal transactions were performed by using the PIN code within 8 hour period before the card is cancelled provided that the Customer has notified the law enforcement institutions about the use of a lost or stolen card and/or about the misappropriation of the Customer's payment card if the Customer failed to protect the personalised security features and submitted the documents to evidence that, complied with the General Rules on the Provision of Services of the Bank and with these Rules.

11.14. Any and all losses that are incurred due to unauthorised payment transactions shall be covered by the Customer, if the Customer has sustained them through his unfair actions, having failed to fulfil one or several duties established under Items 11.2 and 11.3 through gross negligence or intent.

11.15. After the Customer gives the notification indicated under Item 11.5 to the Bank, the Customer's losses that have been sustained due to loss, theft or illegal acquisition of the payment instrument shall be covered by the Bank, except if the Customer has acted unfairly.

11.16. If the Bank does not create the conditions to anytime notify about loss, theft or illegal acquisition of the payment instrument, the losses incurred due to unauthorised use of the payment instrument shall be covered by the Bank, except the cases where the Customer acted unfairly.

11.17. The Customer must no less than once a month check information on payment transactions in the payment account. The circumstance that the Customer did not request the statement of account to be sent thereto shall not release the Customer from fulfilling said obligation.

11.18. The Customer must notify the Bank of any unauthorised or defectively executed payment transactions, also, of any other error, discrepancy or inaccuracy in the statement of account. Such notification must be given immediately, however, no later than within 60 calendar days as of the day when the Bank, in the Customer's opinion, executed an unauthorised payment transaction or defectively executed the payment transaction.

11.19. If the Customer is a consumer, he must immediately notify the Bank in writing about any unauthorised payment transaction or defective debiting of funds to the payment account, however, no later than within 13 months as of the day of such debiting to the payment account. If the Customer is not a consumer, the Customer must give the notification indicated under the present Item to the Bank within a term indicated under Item 11.18.

11.20. If the Customer fails to give any notification at the time indicated under Items 11.18 and 11.19, it shall be deemed that the Customer has unconditionally agreed with the payment transactions executed in the payment account.

11.21. The terms specified under Items 11.18 and 11.19 of the present rules shall not apply, if the Bank has not provided information to the Customer on an unauthorised or defectively executed payment transaction or has not created conditions to familiarise with it.

11.22. Having received the Customer's notification within the period indicated under Items 11.18 and 11.19 and having found that the payment transaction has not been authorised by the Customer, the Bank shall immediately refund to the Customer the amount of such unauthorised payment transaction and shall restore the balance of the account to which said amount was debited that would exist if the payment transaction had not been executed, other than in cases specified under Items 11.13– 11.16, where liability for any unauthorised payment transaction rests with the Customer.

11.23. If the Customer, when giving the payment order, indicates the unique identifier, such payment order shall be deemed duly executed, if it has been executed according to the indicated unique identifier. When crediting or debiting funds to the payment account according to the unique identifier indicated in the payment order received by the Bank, the Bank shall have the right to refrain from checking whether such unique identifier corresponds to the name and surname and/or the personal number / name and/or company code of the payment account owner. If the unique identifier provided by the Customer is erroneous, the Bank shall not be liable under Item 11.25 for non-execution of a payment transaction or defective execution, however, it must seek to recover the funds of the payment transaction.

11.24. If besides indicating the unique identifier the Customer also provides additional information, the Bank shall be liable only for the execution of the payment transaction according to the unique identifier indicated by the Customer.

11.25. If the Customer (payer) has initiated the payment transaction, the Bank shall be liable for due execution of the payment transaction. If the Bank can prove to the Customer (payer) and in certain cases to the payee's payment service provider that the payment service provider has received the amount of the payment transaction, the payee's payment service provider shall be liable against the payee for due execution of the payment transaction.

11.26. If liability as per Item 11.25 arises to the Bank as the payer's payment service provider, the Bank shall immediately refund to the Customer (payer) the amount of defectively executed payment transaction or shall restore the balance of the payment account to which such amount was debited that would exist if the defectively executed payment transaction had not been executed.

11.27. If liability under Item 11.25 arises to the Bank as the payee's payment service provider, the Bank shall immediately credit the amount of the payment transaction to the Customer's (payee's) payment account and / or shall enable the Customer (payee) to dispose of it.

11.28. In case of late execution of the payment transaction or invalid limitation of funds in the account through the Bank's fault, the Bank shall at the Customer's request pay to the Customer default interest of 0.02 per cent as per each day of delay on the amount of such late transaction or on the payment transaction amount, which has been invalidly limited through the Bank's fault.

11.29. The Bank shall not be liable for the Customer's sustained additional costs or incurred indirect losses (non-received income, profit, etc.) in connection with the non-executed or defectively executed payment transaction.

11.30. In case the Customer (payer) initiates a payment transaction and no payment transaction is executed or is defectively executed, the Bank as the payer's payment service provider must immediately in any event at the Customer's (payer's) request take actions to find out the reasons and notify the Customer (payer) of the outcome.

11.31. If the payment order is initiated by the Customer (payee) or via the Customer (payee), the Bank, as the payee's payment service provider, shall immediately transfer the payment order to the payee's payment service provider. The Bank as the payee's payment service provider shall be liable against the Customer (payee) for due transfer of the payment order to the payer's payment service provider.

11.32. If the payment transaction, for which the payee's payment service provider is not held liable under Item 11.31, is not executed, the Bank shall be liable against the Customer (payer) and shall immediately refund to the Customer (payer) the amount of the non-executed payment transaction or shall restore the balance of the account to which the amount was debited.

11.33. If the payment order is initiated by the Customer (payee) or via the Customer (payee), and the transaction is not executed or is defectively executed, the Bank as the payee's Bank must in any event at the Customer's (payee's) request immediately take actions to find out the reasons and notify the Customer (payee) of the outcome.

11.34. The Bank shall be liable against the Customer for the commission fees and interest of the Customer due to non-execution or defective execution of the payment transaction through the Bank's fault.

11.35. The Bank's and the Customer's liability shall not apply in case of any abnormal or unforeseeable circumstances that were beyond the control of the person pleading for the application of such circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary, or where this is defined by legal acts regulating the Bank's activities.

11.36. The Customer (payer) shall have the right to recover from the Bank the entire amount of the payment transaction initiated via the payee and already executed, if both of the following conditions are met:

11.36.1. the payment transaction was authorised without indicating the precise amount of the payment transaction;

11.36.2. the payment transaction amount is higher than the amount which the Customer (payer) could have reasonably expected taking into consideration his previous costs, agreement terms and conditions as well as any other circumstances, other than those related to currency exchange when the payment transaction involved currency exchange at the rate agreed upon by the Customer (payer) and the Bank. If the Customer (payer) gives his consent to execute payment transactions



initiated via the payee indicating the limit for such transactions (for a one-off transaction or transactions executed within a certain period of time), it shall be deemed that he could have reasonably expected exactly such an amount from said payment transactions.

If the Customer is not a consumer, the provisions of the present Item shall not apply, and the Customer shall not be entitled to recover the amount involved in the above-mentioned payment transaction.

11.37. At the Bank's request the Customer (payer) must provide data on the terms and conditions established under Items 11.36.1 and 11.36.2.

11.38. The Customer (payer) shall not be entitled to a refund of the amounts of the payment transactions initiated via the payee according to paragraph 11.36, if the payer has given his consent to execute the payment transaction directly to his Bank, and the Bank or the payee has provided, in an agreed manner, the Customer (payer) information on the future payment transaction or has enabled to familiarise with it no less than 4 (four) weeks before the envisaged date of execution of the payment transaction.

11.39. The Customer (payer), who is a consumer, shall be entitled to request the Bank to refund the amount of the authorised payment transaction initiated via the payee within 8 (eight) weeks since the day of the funds debiting to the payment account.

11.40. The Bank shall, having received the Customer's (payer's), who is a consumer, request to refund the amount of the payment transaction, within 10 (ten) business days refund the entire amount or shall indicate reasons for its refusal for a refund as well as the procedure for an appeal against such refusal.

11.41. Where the Bank in cases and pursuant to the procedure established under Items 11.36–11.40 above refunds to the payer the amount of the payment transaction, the payee (the Customer) who receives such payment transaction amount must immediately refund the amount of said payment transaction transferred to his payment account to the Bank and agrees that the Bank, pursuant to the procedure established under Items 5.3 and 5.6 of the present rules, debit such payment transaction amount from his (payee's) accounts with the Bank.

11.42. The Customer is aware that in process of executing a payment order submitted by the Customer (payer) to the Bank, credit institutions and payment systems operating abroad may be obligated by the state where they operate or by the local laws to disclose the information about the Customer (payer) to the competent authorities.

## **12. Amendments to the agreements**

12.1. The Bank shall be entitled to change the agreement entered into with the Customer, the terms and conditions for the provision of payment services or the Price-list. The Bank shall inform the Customer who is a consumer of any amendments to the agreement, the payment service rules or the fees and charges no later than 60 calendar days before the day on which the amendments will take effect and in case of the Customer who is not a consumer, no later than 30 days before the effective day of such amendments, unless otherwise agreed between the parties. Said information on the amendment to the agreement and / or the payment service rules and / or the fees and charges shall be provided to the Customer in person or shall be made public. Publicly available information shall be regarded as appropriate (written) information provided to the Customer on unilateral change of the agreement and/or the terms and conditions for the provision of payment services and/or the price-list. It shall be deemed that the Customer agrees with such amendments, if before the effective date of the amendments he gives no notification to the provider of payment services of his disagreement with such amendments. In such event, the Customer shall be entitled to immediately and without paying any commission terminate the framework agreement before the day on which the amendments will take effect.

12.2. If the Customer does not avail of the right to terminate the agreement before the effective date of the amendments, it shall be deemed that the Customer agrees with the amendments made.

## **13. Effective term and expiry of agreements**

13.1. The framework agreement shall continue in effect without any fixed period of time, unless otherwise defined under the agreement.

13.2. The one-off payment agreement shall continue in effect until the day of execution of the payment transaction specified under the one-off payment agreement.

13.3. Any other agreements on payment services shall continue in effect for a period indicated therein.

13.4. The Customer shall have the right to terminate the framework agreement upon giving the Bank a relevant prior minimum 30 days' notification.

13.5. If the Customer who is a consumer terminates the framework agreement concluded for more than a 12 months' period or for an unlimited period of time after a 12 months' period since the day of entering into the framework agreement, the Customer shall pay no commission fee. In all other cases the Customer shall pay the commission fee specified in the fees and charges for termination of the framework agreement to the Bank.

13.6. The Bank may terminate the framework agreement concluded for an unlimited period of time with at least 60 (sixty) calendar days' notice to the Customer, while the Customer who is not a consumer shall be given at least 15 calendar days' notification before the date of termination of the framework agreement, unless otherwise established by law.

13.7. The commission fee regularly charged for payment transactions shall be paid by the Customer proportionately until the day of termination of the framework agreement. If the commission fee was paid in advance, it shall be proportionately refunded. This Item shall apply only to the Customers who are consumers.

13.8. Payment transactions initiated under the agreement before the day of termination of the agreement, shall be finalised abiding by the provisions of the agreement that were effective before the termination of the agreement, unless the Bank and the Customer have agreed otherwise.

13.9. In cases established by law, the Bank shall have the right to immediately terminate the framework agreement or to reject execution of the payment transaction.

## **14. Redress procedure**

14.1. Agreements executed by and between the parties shall be subject to the law of the Republic of Lithuania.

14.2. Customer requests / complaints regarding the Bank's actions whereby the Bank may have infringed the requirements of laws or agreements that regulate providing of services and / or the Customer's legitimate interests shall be considered by





the Bank. The Bank must consider the Customer's written request (complaint) and respond to the Customer in writing within 30 (thirty) calendar days since the day of receipt of a relevant request.

14.3. Customer requests (complaints) shall be analysed by the Bank free of charge.

14.4. If the Bank's response to the Customer's request (complaint) does not satisfy the Customer or no answer has been provided thereto, the Customer shall have the right to turn to the court in accordance with the procedures established by the law. If the Customer is a consumer, he shall also have the right to turn to the State Customer Rights Protection Agency in accordance with the procedures established by the law.

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