

## Luminor Payment Service Rules

This version of the Payment Service Rules shall be applicable from 01 October 2021

### 1. Introduction

- 1.1. The Payment Service Rules shall establish the conditions and procedure for the provision the payment services and related services. 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 Customer 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 Customer are at variance, the provisions of the present Rules shall apply.

### 2. Payment service provider

- 2.1. Payment Service Provider means Luminor Bank AS, reg. No 11315936, address: Liivalaia 45, 10145, Tallinn, Estonia, registered with the Estonian Commercial Register, represented within the Republic of Lithuania by Luminor Bank AS Lithuanian Branch, company code 304870069, VAT payer's code LT100011758514, registered address: Konstitucijos ave. 21A, 03601 Vilnius, Lithuania. Supervisory Authority of the Payment Service Provider's financial services provided in the Republic of Lithuania is the Bank of Lithuania.
- 2.2. The Bank's website [www.luminor.lt](http://www.luminor.lt).
- 2.3. The Bank's e-mail address [info@luminor.lt](mailto:info@luminor.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) **Authentication** means a procedure whereby the Bank identifies the Customer execution of individual and successive payment transactions or verifies the legality of using a payment instrument, including personalised security data.
  - 2) **Bank** means the Payment Service Provider whose details are indicated in clause 2 of the Rules.
  - 3) **Bank business day** means a day set by the Bank when the Bank carries out its activities necessary to execute a particular payment account in which the Bank participates. The Bank may set different Bank business days for the execution of different Payment Transactions and/or for the provision of different payment services and related services. Unless otherwise established in the pricelist, the terms and conditions for the provision of a particular service, or the Agreement, the Bank business day is considered a calendar day, except Saturdays, Sundays and official holidays and days off set by the legal acts of the Republic of Lithuania.
  - 4) **Contactless payment functionality** means authorisation (validation) of a payment transaction by tapping a Card on the Card reader having a special mark on it.
  - 5) **Framework agreement** means a framework payment service agreement concluded 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 the execution of individual and successive transactions. The Rules shall constitute an integral part of the framework agreement.
  - 6) **Debit e-invoice** means e-invoices for payment execution.
  - 7) **Electronic signature** means an electronic equivalent of the ordinary signature and personal identity document which enables the signing person to connect to the Internet bank and to sign payment orders, execute transactions, and sign other documents. Electronic Signature may be: mobile, i.e. implemented in the SIM Card issued by the mobile operator, integrated into software or otherwise linked to it (e.g. Mobile application, etc.).
  - 8) **E-invoice** means an electronic VAT invoice issued through electronic channels by the e-invoice sender to the e-invoice receiver.
  - 9) **E-invoice automated payment execution date** means the date selected by the payer in the order for E-invoice automatic payment execution on which the Bank executes the payment order.
  - 10) **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 differ.
  - 11) **E-invoice sender** means the person that provides goods or services and sends the e-invoices to the e-invoice receivers.
  - 12) **E-invoice sending address** means the invoice receiver's account number in IBAN format.
  - 13) **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.
  - 14) **Payee** means a natural or legal person who receives the payment transaction funds.
  - 15) **Internet Bank** means the instrument, including the application on a mobile device, that enables providing of payment services via the Bank's internet customer service system under the agreement executed by and between the Customer and the Bank.
  - 16) **Statement of account** means the Bank's document that contains information on transaction executed in the payment account within a certain period of time.
  - 17) **Pricelist** means the Bank's services and operations fees and charges which as amended and supplemented constitutes an integral part of the agreement and is publicly available on the Bank's internet website or at the

Bank's customer service outlets.

- 18) **Customer** means a natural or legal person, another organization or its unit, who is user of the Bank's payment services as a payer and/or a payee.
- 19) **Customer Identification Tools** means the Bank's issued Login Code, code generator, electronic signature issued by third parties and other tools acceptable to the Bank used for identification of the customer's representative, confirmation of Payment Orders or other orders and for signing transactions. The Bank is not responsible for the functioning, validity and use of the Customer Identification Tools issued by third parties, and the Customer's representative must get familiar with and abide by the rules for using customer identification tools issued by third parties and the procedure set by the third party that issued the Customer Identification Tool.
- 20) **Code generator** means the Customer's identification tool (electronic device) to form a unique password based on a special algorithm each time when logging in to the Internet bank and/or carrying out operations and/or completing transactions.
- 21) **Commission fee** means the payment service provider's charge for a payment transaction and/or related services, and also the charge for other services of the Bank.
- 22) **Cardholder**, in case the Customer is a natural person, the Cardholder means also a natural person on behalf of whom a Card (principal Card or additional Card) is issued. In case the Customer is a legal person, the Cardholder means a natural person to whom the Card issued on behalf of the Customer is attributed.
- 23) **Credit e-invoices** means e-invoices sent: for information purposes.
- 24) **Credit transfer** means a payment service, when the funds are transferred to the payee's payment account on the payer's initiative.
- 25) **Monthly limit** means the maximum amount of payments per calendar month specified by the payer in a specific order to execute an E. invoice automatic payment.
- 26) **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 "Card" concept used in these Rules covers both the additional Card and the principal Card. The principal Card is considered a Card that is issued on behalf of the Customer, while the additional Card is considered a Card that is issued additionally to the principal Card on behalf of the Customer or a person indicated by the Customer.
- 27) **Payment order** means an instruction by the payer or payee to the Bank requesting the execution of a payment transaction.
- 28) **Payment transaction** means an act, initiated by the payer, on behalf of the payer or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.
- 29) **Payment transaction authorisation** (authorisation) means the payer's consent to execute a payment transaction.
- 30) **Payment services** means the payment services provided by the Bank as defined by the Law of the Republic of Lithuania on Payments.
- 31) **Banking package** means a package of banking services and transactions composed as determined by the Bank and applied as agreed between the Bank and the Customer for a fixed Commission Fee set by the Bank.
- 32) **Payment service provider** means any credit institution or any other institution that provides payment services.
- 33) **Payment instrument** means any personalised device and/or certain procedures agreed between the Customer and the Bank and used by the Customer to initiate a payment order.
- 34) **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 Service Rules 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.
- 35) **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 submits a payment order.
- 36) **E. invoice automatic payment** means a unilateral order submitted by the e-invoice Receiver to the Bank to execute an automated payment of e-invoices submitted by the e-invoice sender by funds transfer to the e-invoice sender or to another person specified in the e-invoice.
- 37) **Operator** means a legal person acting on behalf of the Bank in sending and/or receiving e-invoices.
- 38) **Basic payment account** means a payment account opened on behalf of the consumer with the features set by the Republic of Lithuania Law on Payments and other legislative acts.
- 39) **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 for currency exchange. The reference exchange rate is published on the Bank's website.
- 40) **Durable medium** means a medium in which the information addressed personally to the payment service user is stored so that it could be accessible for reference over a period of time corresponding to the purpose of the information and which allows unchanged reproduction of the information stored.
- 41) **Personalised security data** means the data used for authentication purposes as agreed between the Bank

and the Customer.

- 42) Application for e-invoicing** means the payer's application submitted to the Bank or to the e-invoice sender for sending e-invoices to the e-invoice sending address.
- 43) Rules** means the present payment service rules regulating the provisions of the Bank's payment services and related services.
- 44) Account holder** means a natural person appointed by the Customer to use the Internet bank individually or jointly 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.
- 45) Strong authentication** means authentication where at least two elements categorised as knowledge (something only the Customer knows), as possession (something only the Customer possesses), and as inherence (something the Customer is) are applied safely, and the breach of one of the elements does not compromise the reliability of the other elements.
- 46) Agreement** means the framework agreement, the one-off payment agreement and or any other agreement entered into between the Bank and the Customer on the provision of payment services.
- 47) 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.
- 48) Unique identifier** means a combination of letters, numbers or symbols (e.g. the payment account in IBAN (International Bank Account number) format) to be provided by the Bank to the Customer to identify unambiguously the Customer participating in a payment transaction and/or his payment account used for a payment transaction.
- 49) 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).
- 50) Member State** means a member state of the European Union and a member country of the European Economic Area (EEA).
- 51) 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.
- 52) Login code** means the user identification code provided 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 bank user.
- 53) 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 neither the payment account is opened nor the framework agreement is concluded.
- 54) Virtual Card** means an immaterial payment instrument (remote access payment instrument) issued in the 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 linked to the Card, i.e. make non-cash payments for goods and services in the internet trade and service companies during their business hours. The virtual Card may hereinafter be referred to as the "Card" to cover both the additional Card and the principal Card.
- 55) Digital Wallet** – a software-based service which enables the Customer to (a) link (tokenize) a Card to a (smart) device and (b) use such (smart) device to perform payments with the linked (tokenized) Card.
- 56) Digital Wallet Service Provider** – a third party offering Digital Wallet service.

#### 4. Execution of Agreements

- 4.1. The framework agreement:
- 4.1.1. The framework Agreement shall be made if the Customer is willing to:
- open a payment account with the Bank; and/or
  - execute individual or successive payment transactions where the Bank requires 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. The one-off payment agreement:
- 4.2.1. The one-off payment agreement shall be entered into, if the user of payment services requests a one-off payment transaction, for execution of which the Bank does not require to open a payment account.
- 4.2.2. The 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 the provision of 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 the amount fixed by the Bank.
- 5.2. The commission fee amount shall be specified in the pricelist.
- 5.3. The Bank shall be entitled to debit the commission fee from the Customer's payment account in which the payment transaction is executed. The Bank shall be entitled to debit the commission fee from the Customer's other accounts opened with the Bank. In the cases established by the Bank, the Customer shall pay the commission fee in cash prior to the payment transaction.
- 5.4. If the payment transaction is executed using the payment account, and the 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 pricelist, the Bank shall convert the respective commission fee indicated in the pricelist into the transaction currency;
  - 5.6. The Customer shall undertake to ensure that the funds in the payment account are sufficient to pay/debit the commission fee. If the funds in the payment account are insufficient for paying/debiting of the commission fee in the transaction currency, the Bank shall have the right to apply the Reference Exchange Rate and convert the account currency into the transaction currency.
  - 5.7. The Bank shall not be liable for the Customer's losses incurred due to changes to the exchange rates.
  - 5.8. No interest shall be paid on the balance in the payment account, unless the Bank decides otherwise.
  - 5.9. If payment transactions executed in the Customer's account result in a debt to the Bank, the Customer shall pay the interest to the Bank defined in the agreement or the pricelist until the debt is covered.
  - 5.10. The Bank shall apply the changed Reference Exchange Rate immediately and without further notice. Information on any changes made by the Bank in the Reference Exchange Rate shall be made available on the Bank's website or at the Bank's outlets, unless the Bank and the Customer have agreed otherwise.
  - 5.11. 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 pricelist of the Bank for the overrun amount in the payment account. The duty to immediately cover the overrun amount in the payment account shall survive independently of whether or not such 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 overrun if the credit limit granted by the said agreement is overdrawn.
  - 5.12. If the Customer fails to duly pay the Bank the fee for the provided services, the Customer shall pay a default interest rate of 0.05% to the Bank for each day overdue.
  - 5.13. The Bank shall issue the Statement of fees for the previous calendar year to the Customer who is a Consumer free of charge in the following manner:
    - 5.13.1. if the Customer uses Internet Bank service, this Statement of fees shall be issued to the Customer until the end of the first quarter of the calendar year in Internet Bank. The Customer who wishes to receive this Statement of fees on paper shall have the right to receive it not later than by the end of the current calendar year directly from the employee of the Bank upon arrival at the Bank's Branch;
    - 5.13.2. The Customer, who does not use Internet Bank service, shall have the right to receive such Statement of fees not later than by the end of the current calendar year directly from the employee of the Bank upon arrival at the Bank's Branch.

## **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 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 the execution of the payment transaction according to 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 not to verify whether or not such unique identifier corresponds to the details of the payment account holder, however after verification of the additional information specified in the payment order the Bank may based thereon at its own discretion either refuse to credit the funds to the payment account or postpone the crediting until additional payment information requested by the Bank is received 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 in order to execute the payment order properly.
- 6.3. Giving consent to execute 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 the form and manner agreed on by the Bank and the Customer. A consent provided in writing must be signed by the Customer or by its representative. The consent for the execution of payment transactions may also be confirmed by using the Customer Identification Tools and/or other methods/means acceptable to the Bank. When making payments by a payment Card, in some cases the Cardholder may also confirm his consent for executing the payment transaction if provides the Card data or performs certain actions in the set sequence (inserting the Card into the designated slot, tapping the Card on the Card reader having a special mark on it, ordering a specific service or good) as offered in the self-service and other points of sale. The consent to perform the payment transaction, as well as to share Customer's personal data, needed to perform a payment transaction, can also be given (i) by nearing the Card or the device having the Digital Wallet, to which the Card is connected, to the payment terminal and authorising it with a authorisation method set by a specific device; (ii) by performing actions as prescribed by the Digital Wallet Service Provider intended to confirm a payment transaction with the use of the Digital Wallet. The consent for executing the payment transaction or documents confirmed in any of the methods specified in this clause shall be considered to have been confirmed by the Customer and/or the Cardholder (in case of Card transactions) and to have the same legal effect as paper documents signed by the Customer and/or the Cardholder (in case of Card transactions).
  - 6.3.2. The Customer's consent for executing the payment transaction shall be provided before the moment of payment transaction execution. By agreement between the Customer and the Bank, the Customer's consent (authorisation) for executing the payment transaction may be provided also after payment transaction execution.
  - 6.3.3. A payment order cannot be revoked after its receipt by the Bank from the payer, except for the cases

- established in these Rules.
- 6.3.4. Where the payment transaction is initiated by the payment initiation service provider, or by the payee or through the payee, the Customer cannot revoke a payment order after he or she has given consent to the payment initiation service provider to initiate the payment transaction or consent to the payee to execute the payment transaction. The Customer, who has given consent to the payment initiation service provider to initiate the payment transaction shall be liable for such consent given and cannot revoke a payment order after the consent to initiate the payment transaction has been given.
  - 6.3.5. Payment orders specified in clause 6.4.2. of the Rules may be revoked not later than before the end of the business day preceding the agreed day.
  - 6.3.6. After expiry of the time limits specified in clauses 6.3.3 and 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 set in the pricelist for revocation of the payment order.
  - 6.3.8. In case the payment order amount is returned due to the reasons beyond the Bank's control (inaccurate details of the payment order, the payee's account is closed, etc.), the returned amount shall be credited to the payer's account, the Commission Fee paid by the payer shall not be refunded, and the expenses related to the return of funds shall be debited from the payer's account.
  - 6.3.9. The Customer shall have the right to clarify 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 Commission Fee indicated in the Bank's pricelist for the adjustment of the payment order.
  - 6.3.10. Payment initiation and/or account information service.
    - 6.3.10.1. The Customer may submit a payment order to transfer funds from the Customer's payment account at the Bank using the payment initiation service provided by other payment service provider;
    - 6.3.10.2. When using the services of the account information service provided the Customer may become aware of a balance in his payment account at the Bank as well as information about transactions executed in it;
    - 6.3.10.3. Contractual relations of the Customer and the payment initiation and/or account information service providers shall be regulated by law.
    - 6.3.10.4. Before starting to use the payment initiation or account information services, the Customer must:
      - make sure that the payment initiation and account information service provider holds a licence issued by the Bank of Lithuania or other competent authority to engage in providing the respective payment services;
      - familiarize with information provided by the payment initiation and account information service providers.
    - 6.3.10.5. inform the Bank immediately if when using the payment initiation and account information services the Customer reveals any suspicious and unauthorised use of the services.
- 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 time specified in the Rules. If the payment order was received at the Bank after the time specified in the Rules or on a Bank non-business day, it shall be deemed that the payment order was received at the Bank on the first Bank 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 from 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. By agreement between the Customer initiating the payment order and the Bank, the execution of the payment order may commence on any specific day or at the end of a certain period or, if the Customer is the payer, on the day when the Customer provides funds to the Bank. In the cases established in this clause the payment order shall be deemed received at the Bank on such agreed date. If the agreed date is a Bank non-business day, the payment order shall be deemed received on the following Bank business day
  - 6.5. Terms for providing payment services

Specific terms for executing payment orders are indicated in the pricelist. This section provides the longest terms for executing payment orders. The Bank shall ensure that from the moment of receipt of a payment order at the Bank the payment transaction funds in euros are credited to the account of the payee's payment service provider within the following terms:

    - 6.5.1. When the payee's account is held at the payment service provider registered in the Republic of Lithuania and a payment order is submitted in euros - on the same business day, if a payment order was received at the Bank on the Bank business day before the time set in the pricelist. If the moment of receipt of a payment order is after the time set in the pricelist or on a Bank non-business day – not later than on the following Bank business day;
    - 6.5.2. When the payee's account is held at the payment service provider registered in other Member State and a payment order is submitted in euros – within the term set in the pricelist, but not later than by the end of the next Bank business day.

The terms for executing a payment order specified in clauses 6.5.1. and 6.5.2. may be prolonged by 1 (one) business day when the payment transaction is initiated on the basis of a paper document.
    - 6.5.3. If payment transactions are executed within the Republic of Lithuania or funds are transferred to other Member States in the currencies of non-euro area countries or in the currencies of foreign states and the Customer is the payer, the Bank shall undertake to ensure that upon receipt of a payment order the

- payment transaction amount is credited to the account of the payee's payment service provider not later than within 4 (four) Bank business days from the moment of receipt of a payment order at the Bank.
- 6.5.4. If payment transactions are executed in the currencies of foreign states or in the currencies of the Member States and money transfer is made to foreign states, and if the Customer is the payer, the terms for crediting the payment transaction to the account of the payee's payment service provider shall be set in the pricelist.
  - 6.5.5. In the case defined in clause 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 is credited to the account of the payee's payment service provider on the day of execution of a payment order, and if the day of execution of a payment order is a Bank non-business day – on the next Bank business day.
  - 6.5.6. If the Customer is the payee, the Bank shall ensure the possibility for the Customer to use the payment transaction amount 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 those cases when the Customer is the payee and the Bank has provided the possibility for the Customer to use the payment transaction funds in advance, although the funds have not been credited to the Bank's account yet, the Bank shall be entitled to debit the credited funds and accrued interest if the funds were not credited to the Bank's account on the following Bank 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. In those cases when an unauthorized overdraft appears on the account, the Bank shall calculate the interest specified in the pricelist on the overdrawn balance of the account.
  - 6.5.7. If the Customer is the payee, the Bank shall undertake to ensure that the payment order initiated by the Customer or through the Customer is transferred to the payer's payment service provider within the term agreed by the Customer and the Bank.
  - 6.5.8. When executing payment transactions in the currencies of foreign states or in the 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 terms for executing a payment order, and/or for non-execution/improper execution of a payment order through the fault of the mediator and/or the payee's payment services provider.
  - 6.5.9. The duration of execution of any other payment services shall be defined under agreements, the Pricelist or other documents (e.g. requests, applications, questionnaires).
- 6.6. In the cases where the payment account currency and the payment transaction currency differ, the Bank shall credit the payment account in the payment transaction currency – the Bank shall automatically open an additional payment account in the payment transaction currency with the same unique identifier and shall credit the funds into it. If the Customer (legal person) uses the payment account that may be linked to the Card, the Bank shall credit the funds in the manner described herein only if the payment transaction currency is the US dollars; in other cases the Bank shall not open the account automatically but shall ask the Customer (legal person) to indicate/clarify the account number to which the funds should be credited. If the Customer (legal person) fails to clarify the payment account number, the Bank shall return the funds to the payer. If the Customer (natural or legal person) previously held the payment account in the transaction currency however it was closed, the Bank shall not open the account automatically but shall ask the Customer to indicate/clarify the account number to which the funds should be credited. If the Customer fails to clarify the payment account number, the Bank shall refund the amounts to the payer; The Bank shall apply the commission fee specified in the pricelist for clarification of the account number;
  - 6.7. The Customer, who is willing in the case defined in clause 6.6. to use for payment with the Card other (than the currency in which the Card-linked payment account is maintained) currency available in the additional payment account, shall convert it into the currency in which the Card-linked payment account is maintained. On the ATM screen the Customer/Cardholder may only view the balance in the currency in which the Card-linked payment account is maintained.
  - 6.8. Agreements may define a limit for payment transactions executed using a certain payment instrument and/or Customer Identification Tool.

## **7. Special provisions applicable to particular payment services**

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

### **7.2. Payment Cards**

- 7.2.1. The Customer can use the own funds and the issued credit limit in the credit Card in the Card linked to 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 issued not only to the Customer but also to another person specified by the Customer, i.e. to a Cardholder. The Customer or the Cardholder (in case a Card is issued to Customer's specified person) may use a Card by utilizing a Digital Wallet only on a device which is accessible only to the Customer or Cardholder and/or which is secured against accidental or intentional use by third parties (e.g. with PIN code, Biometrics, other security measures known only to the Customer / Cardholder). The Card shall be delivered by the Bank to the Customer by mail to the address specified by the Customer or to the Bank's branch. The Bank sends the PIN code to the Cardholder by mail/to the Branch separately from the Card or provides it in the Internet bank. In case a new payment Card is renewed, the PIN code remains the same. The Card shall be valid until the last day of the month of the year stated on it. The Card shall remain the property of the Bank.
- 7.2.2. A new Card issued to the Customer by the Bank is not activated. The Customer cannot execute Card transactions before he/she activates the Card on the internet bank, by telephone or at the Bank's branch. The Card is issued for a 3 (three) years' period. If the Card is enabled by the Bank for the use with a Digital Wallet, the Customer or the Cardholder may use such Card for transactions by utilizing such Digital Wallet,

according to the instructions and Terms and Conditions of the Digital Wallet Service Provider. The Bank does not provide Digital Wallet service and is not liable for the correct operation of any Digital Wallet. The Customer is liable to follow the instructions of the Digital Wallet Service Provider in the use of the respective Digital Wallet.

- 7.2.3. A few Cards can be issued to use one payment account by the Customer or persons specified by him or her.
- 7.2.4. When submitting an application for issuing an additional Card in the name of another person, the Customer must familiarise the latter with the terms and conditions for the issue and use of payment Cards irrespective of where they were provided to the Customer as well as the present Rules and shall be liable for the latter observes them. In case the Customer is a private individual, an application to replace an additional Card that has not expired can be submitted by the Customer or by the Cardholder. In case the Customer is a legal entity, an application for replacing the valid Payment Card may be submitted only by the Customer's authorised representative. The replaced Payment Card is issued for a 3 (three) years' period.
- 7.2.5. The Customer and any other Cardholder, 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;
  - keep all Card and/or Digital Wallet (information specified on the Card or in the Digital Wallet) data in secret;
  - remove the Card from Digital Wallet on any device the Customer is no longer intending to use and/or which may be used by a third party;
  - 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 threat that money may be debited from the Card-linked payment account without the Customer's being aware of that;
  - if Customer would like to block the Card temporarily, it should be done via Internet Bank, if Customer is a user of it;
  - notify of a loss of the Card, its data or device having the Digital Wallet, to which the Card is linked to, without delay following the procedure laid down in the Rules by telephone No. +370 5 233 1199 or +370 698 21000; information about any changes of the indicated telephone numbers is made publicly available on the Bank's Internet website;
  - inform the Bank in case any security measure, applied to the device having Digital Wallet, to which the Card is linked to, has become known to any third party.
- 7.2.6. The Card may be used only by the Cardholder whose data is available on the Card. The Customer shall ensure that the holder of the additional Card performs the duties stipulated in the agreement with regard to the Card issue. The Customer shall be fully responsible and liable for any loss arising in consequence of unauthorised actions performed by the holder of the additional Card. The Customer shall be entitled at any time to block the use of the additional Card and cancel generation of payment orders using the Card on the internet bank or by written notification to the Bank.
- 7.2.7. To make payments for goods or services by a payment Card or to give consent to reserve them in e-stores (online) the Cardholder must use the secure on-line payment service provided by the Bank. In case the secure on-line payment service is not activated and/or a Card transaction is not additionally confirmed by the method set by the Bank, the Bank shall be entitled to refuse to process the transaction initiated by using the information specified on Card only. In some cases depending on the e-store local (on-line) technical solutions, settlements in an individual e-store location (on-line) may be performed with or without the use of the secure on-line payment service, however in such cases the Bank is entitled to refuse to perform the transaction.
- 7.2.8. The Customer shall register the Card for the secure on-line payment service in the Internet bank or the mobile app. When paying by Card for goods/services in e-stores (online), the Cardholder shall additionally confirm a transaction with the Customer Identification Tool. The list of the Customer Identification Tools suitable to confirm transactions on e-stores (on-line) is published on the Bank's website and/or in these Rules. Should the Cardholder fail to perform or improperly performs the confirmation of the transaction by using the Customer Identification Tool, the Bank shall be entitled to either block the Card or to ban the use of the respective Card for transactions performed in e-stores (on-line), or to suspend the provision of services through the Internet Bank. The Customer may withdraw from the secure on-line payment service in the Internet bank, by visiting a branch of the Bank or by telephone number specified in sub-clause 7.2.5.
- 7.2.9. The Cardholder may be additionally charged the fees applicable by the owners of online merchants, Internet connection and software.
- 7.2.10. With a notice to the Bank, the Customer/Cardholder shall be entitled to refuse the use of the Card at any time. Where the Customer/Cardholder is not willing to renew the Card he/she must notify the Bank of that at least 1 (one) month prior to the expiry date of the Card. If the Customer/Cardholder fails to inform the Bank in a timely and proper manner about his intention to stop the use of the Card, the Bank shall renew the Card automatically and acquire the right to charge the Customer a fee for the Card issuance/renewal or monthly Card usage. The payment Card is renewed automatically provided that:
- 7.2.10.1 at least one transaction was made by using the debit Card within the past 2 (two) months, excluding the last month of the Card validity term;
  - 7.2.10.2. at least one transaction was made by using the credit Card within the past 5 (five) months, excluding the last month of the Card validity term;
  - 7.2.10.3. there is no debt in the account. If there are insufficient funds in the account for 3 months in a row to debit the monthly fee for the use of the payment Card, the Customer will receive a registered letter to the indicated correspondence address (for the first 3 months customer is notified about the debt via e-mail and message in internet bank) indicating the amount of arrears and the

deadline by which the debt must be paid. If the debt is not repaid within the set deadline, the Card will be closed on the 28th day of the fourth month.

- 7.2.11. At the time of the Card renewal the Customer/Cardholder shall have the right to choose whether or not the Customer/Cardholder's name and surname should be specified on the Card with the Lithuanian alphabet diacritic symbols. The Customer must notify the Bank at least 1 (one) month prior to the Card expiry if the Customer/Cardholder wishes the Customer/Cardholder's name and surname to be indicated on the Card with/without using the Lithuanian alphabet diacritic symbols. If the Customer/Cardholder fails to notify the Bank in a timely and proper manner, the Bank shall automatically renew the Card with the Customer/Cardholder's name and surname indicated using the same symbols as they appeared before the Card renewal and the Bank shall acquire the right to charge the Customer a Card issue/renewal fee.
- 7.2.12. The Bank shall produce to the Customer/Cardholder the Card of the same type as the expired (blocked, lost, damaged) Card. In case the Bank does not distribute this type of Cards any longer, the Card that is closest by its usability and features (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. If the Customer does not agree to use another type of payment Card, he has the right to terminate the Card agreement without paying any fees by submitting a written request to the Bank.
- 7.2.13. In case the Customer/Cardholder does not activate the Card within 90 (ninety) calendar days from the Card ordering or renewal date, the Bank shall have the right to destroy the produced/renewed Card, and the Customer must pay the Card issue fee. The paid Card issue fee shall not be refunded.
- 7.2.14. The Customer/Cardholder shall return the Card to the Bank, at the Bank's request, in case the Card has expired or the relationships between the Bank and the Customer relating to the Card usage have ended, or the Customer has refused to use the Card following the established procedure. Termination of the agreement, ended 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 obligation to cover all liabilities occurred when using the Card, information about the Card/payment account or due to any other circumstances related to the Card or the payment account.
- 7.2.15. The Bank shall be entitled, without any negative consequences to the Bank, to cancel the Card in case of the Customer's failure to enter the PIN code correctly or in case of any threat that the Card might be exposed to unauthorised use. In this case the service provision 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 Commission Fee set in the Bank's pricelist (including the Commission Fee for issuing a new Card).
- 7.2.16. Having established or suspected that the Card might be exposed to unauthorised use or used otherwise than for intended purpose, the Bank shall restrict the use of the Card. In cases where the Card is used in an ATM, the ATM shall not return the Card and the representative of the sale or service point authorised to accept Card payments for the products or services has the right to hold it.
- 7.2.17. In cases where payment transactions are processed in the currency other than the Card-linked payment account currency and with mediation of Visa and/or MasterCard international payment Card organisations, the payment transaction currency is converted into the Card-linked payment account currency, at the currency exchange rate set by the international payment Card organisations plus the currency exchange rate charged by the Bank as specified in the Pricelist; The currency exchange charge shall be included into the exchange rate applied to the currency exchange transaction and shall not separately debited or seen in the account statement. The currency exchange rate on the day of debiting/crediting the payment transaction amount may differ from the exchange rate on the day of execution/initiation of the transaction.
- 7.2.18. Payment transactions by Card abroad may be effected in any other legal foreign currency.
- 7.2.19. 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 Commission Fee applicable to them and the account maintenance 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 Commission Fee applicable to them and the account maintenance or making any other payments.
- 7.2.20. The Customer shall pay the Commission Fee related to the Card (both principal and additional) 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 Service Rules of the Bank. The Bank shall be entitled to debit the accrued Commission Fee and other payments for the services provided by the Bank under the agreement from the payment account. If the payment account balance is zero or insufficient, an overdraft occurs in the Customer/s payment account. The Customer shall repay such overdraft to the Bank and pay the interest fixed in the pricelist.
- 7.2.21. If the international payment Card organisations make available the information to the Bank on the currency conversion rates applied by the aforementioned organisations, the Bank shall update such exchange rates to the Customers through a link on the Bank's website.
- 7.2.22. The Bank may apply additional services to separate types of Cards (e.g. travel insurance, technical home and roadside assistance, etc.) the description/rules of which shall be provided to the Customer Cardon the Bank's website. When using additional services the Customer must comply with the service terms, conditions and procedure established by additional service providers. The relevant terms, rules and contact information for additional services are provided on the Bank's website. The Bank shall have the right on its own discretion to change the additional service terms, the provider of additional services or withdraw from some or all additional services with at least a 30 days' notice published on the Bank's website.
- 7.2.23. Due to certain specifics of the Card as a tool for disposing of and managing the payment account and the requirements of Visa and/or MasterCard international payment Card organizations 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 clause 5.11 of the Rules.

- 7.2.24. Subject to receipt of the Customer/Cardholder's consent to pay by Card, the Bank shall reserve the transaction amount in the Card-linked payment account and shall debit it upon receipt from the payee of information and confirmation as to Card transactions. The Bank shall cancel reservation of funds in the Card-linked account if within 9 calendar days from the date of reservation of funds receives from the payee no information and confirmation as to Card transactions.
- 7.2.25. In certain cases (depending on the Card and/or Card reader settings) the Cardholder is allowed to pay by Card without checking the balance of the account linked to it. In this case the Bank shall not reserve funds in the Card-linked account and shall debit them upon receipt from the payee of information on Card transactions.
- 7.2.26. In those cases where the Customer/Cardholder gives consent to the payee to initiate a payment transaction under the agreement entered into between the the Customer and the payee (hotels, car rental companies, etc.), the Bank may debit funds from the Card-linked account later than the consent was given by the Customer/Cardholder.
- 7.2.27. If the Card has the activated contactless payment functionality the Cardholder may, without PIN confirmation, execute payment transactions in the amount not exceeding the limit set in a particular Card reader and in the Card.
- 7.2.28. The Contactless payment functionality is first activated automatically once a transaction is performed using a PIN code.
- 7.2.29. After the Contactless payment functionality was First activated, the Card-linked account holder may activate/inactivate the Contactless payment functionality of the Card on the internet bank. The Contactless payment functionality will be activate/deactivated once the Cardholder has executed a Card transaction confirmed with PIN. The Contactless payment functionality may be activated/deactivated also under other procedure established by the Bank.
- 7.2.30. The Bank shall be entitled, with prior notification given to the Customer/Cardholder, to suspend (terminate) the validity of the Card issued to the Customer/Cardholder. In such case the Bank shall produce a Card of the same type and class free of charge. If the Bank no longer distributes Cards of the respective type or class, the Bank shall produce the most similar type (debit and/or credit) Card closest in view of its usability and features (not necessarily of the same international payment Card organization Visa and/or MasterCard and/or other).
- 7.2.31. The Bank applies standard cash withdrawal and payment transaction limits to payment Cards, as provided for in paragraph 7.2.32. of the Conditions. Respective limits apply to payment transactions performed using Digital Wallet.
- 7.2.32. Card types and standard cash withdrawal and payment transaction limits:
- Visa Debit: the total amount of cash withdrawal transactions within 24 hours - 1500 Eur. The total amount of payments for goods within 24 hours - 4000 Eur.
  - Visa Classic: the total amount of cash withdrawal transactions within 24 hours - 2000 Eur. The total amount of payments for goods within 24 hours - 5000 Eur.
  - Visa Gold / Visa Black / Visa Infinite: the total amount of cash withdrawal transactions within 24 hours - 3000 Eur. The total amount of payments for goods within 24 hours - 10000 Eur.
  - Visa Business / Visa Business Debit / Visa Business Electron: the total amount of cash withdrawal transactions within 24 hours - 3000 Eur. The total amount of payments for goods within 24 hours - 8700 Eur. These Cards issued before 2020-02-01 are subject to a 10-transaction limit for withdrawing money within 24 hours.
- 7.2.33. Due to security reasons, the bank applies the limit for cash withdrawal from ATMs, equipped only with the technology for reading magnetic lines – this limit is 350 Eur per 24 hours. Cards issued before 2020-02-01 are not subject to this condition.
- 7.2.34. The Customer may change the limits for cash withdrawal and payment transactions applicable to the payment CCard (or restore the standard limits to the payment Card after the change) in the Internet Bank, by submitting application form, or via phone or at the Bank branch. Changing the limits applied to the payment Cards is a paid service, the price of which is announced in the Price list.
- 7.2.35. The reasons due to which Card or the credit limit, which is tied to a credit Card can be terminated, are:
- if the Customer has not performed operations for more than 1 (one) year;
  - if there are no activated credit Cards in the credit Card account for more than 60 days;
  - if the Card is temporarily blocked for more than 60 days;
  - if there are insufficient funds in the account for 3 months in a row to debit the monthly fee for the use of the payment Card, the Customer receives a registered letter to the indicated correspondence address (for the first 3 months customer is informed about the debt via e-mail and message in internet bank) indicating the amount of arrears and the deadline by which the debt must be paid. If the debt is not repaid within the set deadline, the Card will be closed on the 28th day of the fourth month.
  - in the case of an additional Card, the account agreement concluded with the Cardholder shall expire.

### **7.3. Execution of payment transactions via Internet bank.**

This clause refers to the peculiarities of payment transactions executed via Internet bank.

- 7.3.1. Payment transactions performed in the Internet bank shall be authorized using the means of customer identification that must be protected by the Customer/account user in accordance with the procedure set in these payment service rules. The documents confirmed in such manner shall be considered confirmed by the Customer and shall have the same legal power as hard-copy documents signed by the Customer or his representative.
- 7.3.2. The Bank shall undertake to suspend the Internet bank service immediately in case the Customer/account user 5 (five) times has failed to log in using Customer personal identification means/ the means provided by the Bank. The Internet bank service may be renewed after the Customer/account user has come to the Bank or has called to the Bank's given telephone number;

- 7.3.3. The Bank shall be entitled, without any negative consequences to the Bank, not to execute the Customer's payment orders or to suspend the Internet bank service due to technical disorders that might harm the Internet bank or the Customer or in case there is a threat that the Internet bank may become exposed to unauthorised access, or in case payment orders have not been submitted according to the Internet bank requirements, or in case the funds in the Customer's account are not sufficient to make all payments, or in case payment orders received from the Customer cannot be executed due to other important reasons, including assurance of the Internet bank security. The Bank shall notify the Customer in the manner indicated in these Rules and/or make such information available on the Internet bank. In this case the service provision shall be renewed by the Bank's decision.
- 7.3.4. The Customer/account user shall ensure security of the Customer identification means entrusted to him or her: the Customer shall have no right to transfer them to another person or to another account user, or to any other representative of the Customer; the Customer shall undertake to keep them in secret, not to write them down on paper or on other items, and keep them in the form other than provided by the Bank.
- 7.3.5. In case of a threat that the Customer identification means have become known to third persons (hereinafter - lost), the Customer/account user shall immediately notify the Bank in writing or by the telephone number indicated on the Bank's website. In case the loss of the Customer identification means is related to third-party fraudulent actions, the Customer/account user must immediately report to the law enforcement authorities.
- 7.3.6. While using the Internet bank the Customer may conclude transactions set by the Bank. The Bank shall be entitled to unilaterally terminate the possibility to conclude all or any part of transactions via Internet bank 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 users jointly or separately to create specific rights and obligations to the Customer, obtain the Customer's personal information or information and data intended solely to the Customer.
- 7.3.7. Transactions are made once the Customer has filled out the set form in the Internet bank and has confirmed the fact of making an offer to conclude the transaction using the Customer identification means and provided that other conditions set by the Bank have been fulfilled. The Bank shall notify the Customer of the acceptance of the offer under the procedure established by the Bank. This does not mean that the Bank in any case must accept the Customer's offer or inform the Customer of accepting the offer with a further notice.
- 7.3.8. The Bank may apply the transaction limits set by the Bank to payment transactions that are made using the Internet bank. The procedure for applying payment transaction limits is published on the Bank's website.
- 7.3.9. The Customer shall agree with the Bank in writing, in the form set by the Bank, on the list of the Payment Accounts to be used in the Internet bank and the account users assigned by the Customer, who are authorised to use the Internet bank as well as the rights granted to them. The Bank shall assign individual Customer identification means to each account user.
- 7.3.10. The provisions related to the account use by electronic means as described in this section do not imply the Bank's commitment to grant the Customer access to the Internet bank.
- 7.3.11. The Bank, with prior notification to the Customer, shall be entitled to not accept a particular Customer Identification Tool, replace the existing tools and accept the new Customer Identification Tool acceptable to the Bank.
- 7.3.12. The Bank, with prior notification to the Customer, shall be entitled to change the Login Code.

#### **7.4. E-invoicing and payment**

The general conditions for the e-invoicing and payment of are set in this clause. The Bank and the e-invoice receiver separately agree on the specific conditions for e-invoicing and payment.

##### **7.4.1. E-invoicing:**

- 7.4.1.1. The Customer may submit the application for e-invoicing at the Bank branch, in the Internet bank or through other electronic channels, as well as at the e-invoice sender. The place/method of the application for e-invoicing 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 shall send e-invoices to the e-invoicing address in the Internet bank or through other electronic channels intended for the e-invoicing;
- 7.4.1.3. E-Invoicing starts after all data required for the e-invoicing is received from the e-invoice sender or its payment service provider;
- 7.4.1.4. In case the application for e-invoicing was submitted by the account co-holders or one of them, any of them shall be entitled to receive e-invoices, revoke the application for e-invoicing, pay e-invoices, view 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 sender's services/goods receiver or in other cases agreed between the e-invoice sender and its services/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 sender changes the code specified in the application for the e-invoicing and given by the e-invoice sender 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-invoicing, the code specified in the application for e-invoicing shall be automatically deemed to have been changed respectively;
- 7.4.1.7. The Bank does not transmits e-invoices in the following cases:
  - 7.4.1.7.1. The e-invoice sender 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-invoicing address is closed;
- 7.4.1.7.3. No agreement on e-invoicing to payers is concluded between the Bank and the e-invoice sender's payment service provider, or such agreement has expired or has been terminated.
- 7.4.1.8. The application for e-invoicing shall cease in effect in the cases provided for in clauses 7.4.1.7.2. and 7.4.1.7.3. of the Rules;
- 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 (delay) of the e-invoice sender or its payment service provider the e-invoice data and information were submitted to the Bank less than 3 (three) days before the payment due date of the e-invoice;
  - 7.4.1.9.2. The e-invoice sender breaches the agreement on e-invoice delivery made with the Bank;
  - 7.4.1.9.3. The Bank suspects that the e-invoice sender's business or 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. By the e-invoice receiver's instruction, the Bank shall send information notices to the e-invoice receiver on the e-invoicing date and on the payment due date stated in the e-invoice, in case the e-invoice is not paid on the payment due date stated in it. 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 to it.
- 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, as well as the date of submission, frequency and periodicity, nor verifies 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-invoicing. 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 shall debit a commission fee for one-off payment of the e-invoice initiated by the payer by means of the Bank's completed credit transfer in euros on the transaction date from the payer's account from which such payment is made.
- 7.4.1.14. The Bank shall be entitled to change the e-invoice sending address if the unique identifier has changed.

**7.4.2. Order to execute an E. invoice automatic payment:**

- 7.4.2.1. The payer's order to execute an E. invoice automatic payment shall be 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 E. invoice automatic payment, the payer must have submitted the application for e-invoice delivery.
- 7.4.2.3. The order to execute an E. invoice automatic payment shall come into effect on the validity start date of the order to execute an E. invoice automatic payment specified therein and shall continue in effect until the end date specified therein. If the end date of the order to execute an E. invoice automatic payment is not specified (if the Bank provides for such possibility), the order to execute an E. invoice automatic payment shall be deemed to have an unlimited effect. The Bank does not send any special notice to the payer of confirmation/entry into force of the order to execute an E. invoice automatic payment.
- 7.4.2.4. The e-invoice automated payment execution date can be: two calendar days following the e-invoice submission; the payment date stated in the e-invoice; a specific day of the month that can be chosen depending on the possibilities offered by the e-invoice sender.
- 7.4.2.5. The Bank shall execute the order to execute an E. invoice automatic payment on the e-invoice payment date stated in it, unless the payment date stated in the e-invoice is earlier than its payment date stated in the e-invoice. In such case the Bank shall execute the payment on the payment date stated in the e-invoice.
- 7.4.2.6. In case the validity end date of the order to execute an E. invoice automatic payment 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 E. invoice automatic payment. The order to execute an E. invoice automatic payment shall cease in effect on the next day.
- 7.4.2.7. By executing the order to execute an E. invoice automatic payment the Bank shall charge the funds from the payer's account specified in the order to execute an E. invoice automatic payment 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 sender 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 E. invoice automatic payment.
- 7.4.2.9. After the payer specifies the number of additional attempts to execute the order to execute an E. invoice automatic payment, 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 E. invoice automatic payment 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 E. invoice automatic payment, 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 E. invoice automatic payment 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 E. invoice automatic payment 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 E. invoice automatic payment and to debit the 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 more than 50 % of the amount specified in the e-invoice and to debit the 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 make partial payment of the e-invoice, the Bank shall execute a partial payment in the amount that does not exceeds 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 E. invoice automatic payment in respect of other e-invoices.
- 7.4.2.17. The Bank shall perform the Order to execute an E. invoice automatic payment 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 E. invoice automatic payment was submitted from the account from which an automated payment of the e-invoice will be made, the co-holders or any of them shall have the right to revoke/change the order to execute an E. invoice automatic payment, 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 the date of its change);
  - 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 E. invoice automatic payment.The changes in the order to execute an E. invoice automatic payment shall come into effect on the following business day 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 E. invoice automatic payment provided that their payment due date has not expired.
- 7.4.2.20. In case the e-invoice sender changes the code which is specified in the order to execute an E. invoice automatic payment and granted by the e-invoice sender 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 E. invoice automatic payment, the code specified in the order to execute an E. invoice automatic payment shall be automatically deemed to have been changed respectively.
- 7.4.2.21. The amounts charged in fulfilment of the order to execute an E. invoice automatic payment 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 E. invoice automatic payment, the Bank shall use the data submitted by the e-invoice sender 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 sender.
- 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 sender or another payment service provider did not send the e-invoice documents to the Bank or sent them when the order to execute an E. invoice automatic payment could not be effected under the conditions specified therein;
  - 7.4.2.23.2. The order to execute an E. invoice automatic payment 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 E. invoice automatic payment and actions performed shall be limited the amount of direct material losses incurred by the payer.
- 7.4.2.25. The Bank shall not effect the order to execute an E. invoice automatic payment 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 E. invoice automatic payment;

- 7.4.2.25.3. the funds in the account from which an automated payment of the e-invoice will be made is insufficient in euros to complete a transaction and to debit the 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 seized or the payer's right to use the funds in the account is subject to other restrictions;
- 7.4.2.25.5. in other cases prescribed by laws of the Republic of Lithuania or provided for in the bank account agreement entered into between the payer and the Bank, when the Bank has the right or is obligated to reject 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 E. invoice automatic payment 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 entered into between the Bank and the Payer;
  - 7.4.2.26.3. the e-invoicing agreement concluded between the Bank and the e-invoice sender;
  - 7.4.2.26.4. the agreement on the conditions for e-invoicing and refund to payers made between the Bank and the e-invoice sender's payment service provider;
  - 7.4.2.26.5. the agreement on e-invoicing to 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 E. invoice automatic payment 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 E. invoice automatic payment, 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 E. invoice automatic payment in case the e-invoice sender 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 pay the Bank for execution of the order to execute an E. invoice automatic payment and for the services provided on such basis at the time when the transaction is completed according to the applicable rates of fees for the services and transactions set in the Bank's pricelist.

#### **7.5. Banking Packages to Consumers**

- 7.5.1. The Bank and the Customer shall agree on a particular banking package individually, following the procedure set by the Bank.
- 7.5.2. The Bank shall charge a commission fee set in the pricelist for the use of the banking package
- 7.5.3. The Customer shall be entitled to change the banking package used into another banking package following the procedure set by the Bank.
- 7.5.4. The Bank shall be entitled to limit the possibility for the Customer to change the banking package more than once per month.
- 7.5.5. After the Customer has changed the banking package, the new banking package shall be applied on the next business day.
- 7.5.6. After the Customer has changed the banking package, the Bank shall charge the commission fee that was effective on the last day of the month.
- 7.5.7. Having changed the banking package, the Customer shall pay the commission fee to the Bank for the services that are not included in the new banking package and that were used by the Customer before changing the banking package.
- 7.5.8. The Customer who has withdrawn from the banking package and has not chosen to use any of the banking packages must:
  - 7.5.8.1. pay the commission fee set by the pricelist to the Bank for the services used by the Customer before withdrawing from the banking package;
  - 7.5.8.2. from the day of withdrawing from the banking package, pay the minimum service fee set in the pricelist as well as other Commission Fees specified in the pricelist to the Bank.
- 7.5.9. The Bank shall charge the commission fee for the use of the banking package and shall not recalculate it irrespective of whether or not the Customer uses all services and/or transactions of the banking package.
- 7.5.10. The Bank shall charge the commission fee set in the pricelist for the services and transactions that exceed the limit of the services and/or transactions within the banking package provided for the set commission fee.

#### **7.6. Basic payment account service**

- 7.6.1. The basic payment account shall be subject to the provisions of the Payment Account Agreement to the extent that they do not conflict with the provisions of clause 7.6.
- 7.6.2. The basic payment account service shall consist of payment transactions from the banking package specified on the Bank's website and linked to the basic payment account.
- 7.6.3. The currency of the basic payment account shall be the national currency.
- 7.6.4. The Bank and the Customer shall agree on the basic payment account service provision individually, following the procedure set by the Bank.
- 7.6.5. The Customer shall have the right to request the Bank to change the Payment Account into the basic payment account free of charge with the same unique payment account number and shall have the right to change the basic payment account into the Payment Account free of charge.
- 7.6.6. The Bank shall charge the commission fee set in the pricelist for the use of the basic payment account service.
- 7.6.7. The Bank shall start providing the basic payment account service within 2 (two) business days from the date when the application for the basic payment account service was submitted to the Bank.
- 7.6.8. The Bank shall charge the commission fee set in the pricelist for the services and transactions that exceed the limits of the basic payment account services and/or transactions provided for the commission fee.
- 7.6.9. The Bank shall charge the commission fee for the basic payment account service irrespective of whether

or not the Customer uses all services and/or payment transactions of the basic payment account.

- 7.6.10. The Bank shall charge half of the commission fee for the basic payment account to persons who are entitled to financial social support under the Law of the Republic of Lithuania on Financial Social Support to Deprived Persons.
- 7.6.11. In case the Customer loses the status of the persons entitled to financial social support under the Law of the Republic of Lithuania on Financial Social Support to Deprived Persons, the Bank shall charge a full commission fee for the basic payment account service.
- 7.6.12. The provision of the basic payment account service shall cease if the Customer withdraws from the basic payment account service on own initiative or changes the banking package linked to the basic payment account into the banking package that is not linked to the basic payment account.
- 7.6.13. In case the basic payment account service is changed into the banking package on the Customer's initiative, the Bank shall charge the commission fee for the basic payment account, or the banking package, if applicable, that was effective on the last day of the month.
- 7.6.14. The Customer who has withdrawn from the basic payment account service but has not chosen any of the Banking Packages must:
- 7.6.14.1. pay the commission fee set by the pricelist to the Bank for the services used by the Customer before withdrawing from the basic payment account service;
  - 7.6.14.2. from the day of withdrawing from the basic payment account service, pay the minimum service fee set in the Pricelist as well as other Commission Fee specified in the pricelist to the Bank.
- 7.6.15. The Bank shall have the right to unilaterally terminate the provision of the basic payment account service and/or close the basic payment account in any of the following circumstances:
- 7.6.15.1. The Customer has breached the provisions of the Law on the Prevention of Money Laundering and Terrorist Financing relating to the prevention of money laundering and terrorist financing or has otherwise intentionally used the basic payment account for illicit purposes;
  - 7.6.15.2. None payment transactions have been performed in the basic payment account for more than 24 months in a row;
  - 7.6.15.3. The Customer submitted incorrect information in order to have the basic payment account opened for the Customer;
  - 7.6.15.4. The Customer is not considered to be a legally residing consumer;
  - 7.6.15.5. It turns out that the basic payment account is opened for the Customer with a payment service provider operating in the Republic of Lithuania.
- 7.6.16. In case the Bank decides to terminate the provision of the basic payment account service on the grounds of one or several of clauses 7.6.15.2, 7.6.15.4 and 7.6.15.5 of these Rules, the Bank shall notify the Customer without charge of the basis and the reason for the decision to terminate the basic payment account service on paper or on another durable medium no later than 2 months before the termination of the basic payment account service, except for the cases where such information disclosure would be in conflict with the national security or public order. In the circumstances specified in clauses 7.6.15.1 or 7.6.15.3 of these Rules, the provision of the basic payment account service shall be terminated without delay with notification to the Customer.

## **7.7. Banking Packages to legal entities**

- 7.7.1. The Bank and the Customer shall agree on a particular banking package individually, following the procedure set by the Bank.
- 7.7.2. The Bank shall apply the banking package from the first day of the next month after the banking package was ordered or changed.
- 7.7.3. The Customer shall be entitled to change the banking package used into another banking package following the procedure set by the Bank.
- 7.7.4. The Customer shall have the right to withdraw from the banking package any time.
- 7.7.5. The Banking Package shall be valid for an indefinite period, unless the Customer or the Bank terminates its validity.
- 7.7.6. In case the Customer withdraws from the banking package, the Bank shall charge the standard commission fee for the services and transactions as set in the pricelist starting from the 1st day of the next month.
- 7.7.7. The Bank shall charge the commission fee for the use of the banking package and shall not recalculate it irrespective of whether or not the Customer uses all services and/or transactions of the banking package.
- 7.7.8. The Bank shall charge a commission fee set in the pricelist for the use of the banking package, for its change and withdrawal from it.
- 7.7.9. The commission fee for the services and transactions that exceed the limit of the services and/or transactions within the banking package provided for the set commission fee shall be debited by the Bank from the Customer's accounts.

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

- 8.1. Information on individual transactions completed under the framework agreement:
- 8.1.1. the Bank must, before the start of an individual 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 (set in clause 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 pricelist). Said information shall also be available for the Customer at the Bank's branch and on 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 from 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);
  - 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 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 clause 8.1.2 on transactions executed in the payment account in the following manner:
  - 8.1.4.1. if the Customer is the Internet bank user, he may print the statement of account out himself based on a relevant service agreement using the instruments 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 Internet bank user, he shall have the right, by visiting the Bank branch, 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 clause 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 clause 8.1.4, the Customer must pay a commission fee in an amount specified in the pricelist;
- 8.1.6. The Bank shall be entitled, with prior notification to the Customer, to change the way of sending/delivering the statement of account.
- 8.2. Information on one-off payment transactions:
  - 8.2.1. If a payment order for a one-off payment transaction is provided using a payment instrument 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 clause 7 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 pricelist published in Bank's website;
    - 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 clause 7 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 pricelist;
- 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. The Commission Fee fixed in the Bank's pricelist shall be charged for the provision 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 clause 8.2.3 in writing
- 8.3 The Bank shall not have a duty to comply with Articles 17 and 23 of the Law on Payments of the Republic of Lithuania when providing information on payment transaction when the Customer is not a consumer.

#### **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. To use the payment instrument in accordance with the provisions 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 data of his payment instrument have become known to or may be available to any third persons, to immediately give the Bank or the entity indicated by it a relevant notification, in observance of the provisions 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 data 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 Internet bank.
- 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 Internet bank. 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 Internet bank 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 to eliminate IT system failures at any time of the day. 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 Internet bank – 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 its announcement;
- 10.6.7. if the payee has confirmed earlier receipt of the notification than mentioned above – on the confirmed day of its 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. If case of failure to perform these duties, it shall be deemed that any notification sent according to the latest details indicated to the other party has been duly sent, and any obligation fulfilled based on such details 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 clause 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 pricelist shall be published in the Lithuanian and in the English languages. The agreements shall be executed in the Lithuanian language. At the Customer's request and with 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. The documents provided to the Bank must be drafted 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 clause 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 clause 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):
  - 11.4.1. due to any objective reasons related to funds in the payment account and/or to the security of the payment instrument;
  - 11.4.2. 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);
  - 11.4.3. if the Customer fails to perform the agreement;
  - 11.4.4. if the Bank has reasonable suspicion that any third parties may illegally use the funds in the payment account and/or the payment instrument;
  - 11.4.5. 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;
- 11.4.6. if the Bank obtains reasonable information about the Customer's death;
  - 11.4.7. if the Bank is provided with controversial information about persons authorised to represent the Customer;
  - 11.4.8. If the funds in the account are seized lien or the Customer's right to use the funds in the account is subject to other restrictions;
  - 11.4.9. If the interbank settlement systems do not operate, as well as the global interbank financial market, market liquidity is decreased, or given other unusual market conditions, important reasons or in the case where a risks is unacceptable to the Bank;
  - 11.4.10. - in the cases established by laws or any other legal acts of the Republic of Lithuania or under the agreement, or any other agreements concluded with the Bank.
- The Bank shall have the right to restrict settlements in risky countries. The list of risky countries is made available on the Bank's website. When going to the countries included in the list of risky countries the Cardholder must inform the Bank by phone or via the Internet bank in which country and to which Card temporary restrictions on its use should be applied (e.g. suspend payment transactions).
- 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's 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 in these Rules and/or 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 or private individual conducting commercial or individual business activities, 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 or private individual conducting commercial or individual business activities, 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 by clauses 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 or private individual conducting commercial or individual business activities, he may be held liable for losses incurred due to unauthorised payment transaction in an amount of EUR 50 where such losses are incurred due to the use of a lost or stolen payment instrument or illegal acquisition of a payment instrument. 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.
  - 11.14. The Customer shall be held liable for all losses incurred due to unauthorised payment transactions if the Customer has sustained them as a result of acting unfairly or having failed, has intentionally or through gross negligence, to take actions to protect the personalised security data and/or to fulfil one or several duties established in clauses 11.2 and 11.3. In these cases the limitation of the maximum loss amount set in clause 11.13. shall not be applicable.
  - 11.15. After the Customer gives notification indicated under clause 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. In those cases where the Bank does not require Strong Authentication and the Customer is a Consumer or private individual conducting commercial or individual business activities, the Customer shall be held liable for losses incurred due to unauthorised payment transactions only if the Customer has acted unfairly.
  - 11.16. The Customer shall not incur any losses if:

- 11.16.1. Before execution of a payment transactions he (when the Customer is a consumer) could not have detected any loss, theft, illegal acquisition of the payment instrument, except if the Customer has acted unfairly;
- 11.16.2. Unauthorised payment transaction has taken place through the Bank's fault.
- 11.17. Upon becoming aware of an unauthorised payment transaction, the Bank not later than by the end of the next Bank business day, shall:
- 11.17.1. Refund the unauthorised payment transaction amount;
- 11.17.2. Restore the payment account balance;
- 11.17.3. Ensure that the Customer incurs no losses due to an unauthorised payment transaction with regard to the interest due to or from him.
- This clause shall not apply if the Bank has any doubts about the lawfulness of a payment operation or suspicions of fraud.
- 11.18. 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.
- 11.19. The Customer must not 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.
- 11.20. 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 give 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.
- 11.21. If the Customer is a Consumer or private individual conducting commercial or individual business activities, 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 or private individual conducting commercial or individual business activities,, the Customer must give the notification indicated in the present clause to the Bank within 60 calendar days from the day of funds debiting.
- 11.22. If the Customer fails to give the notifications at the time indicated in clauses 11.20 and 11.21, it shall be deemed that the Customer has unconditionally agreed with the payment transactions executed in the payment account.
- 11.23. The terms specified under clauses 11.20 and 11.21 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.
- 11.24. Having received the Customer's notification within the period indicated under clauses 11.20 and 11.21 and having established 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 clauses 11.13 to 11.17, where the liability for any unauthorised payment transaction rests with the Customer.
- 11.25. 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 clause 11.27 for non-execution of a payment transaction or defective execution, however, it must seek to recover the funds of the payment transaction.
- 11.26. 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.
- 11.27. 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.
- 11.28. If the liability as per clause 11.27 arises to the Bank as the payer's payment service provider, the Bank shall immediately refund to the Customer (payer) the amount of non-executed or 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 and shall ensure that the Customer (payer) incurs no losses due the interest payable to the Bank or receivable from the Bank.
- 11.29. If the liability under clause 11.27 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 access it and shall ensure that the Customer (payer) incurs no losses due the interest payable to the Bank or receivable from the Bank.. If the Bank, upon receipt of the payment transaction amount due to the Customer (payee), in unable to credit it to the Customer's (payee's) account, it shall immediately, but not later than within 2 (two) business days, refund the payment transaction amount to the payer.
- 11.30. Where the Payment Transactions directly initiated by the Customer (payer) is executed with delay, the Bank upon receipt of the Customer's (payer's) request shall apply to the payee's payment service provider to ensure that the payee incurs no losses due to the interest payable to the payment service provider or receivable from it (if compare with the situation in which the payment transaction would have been executed properly).
- 11.31. Where the Payment Order initiated by the Customer (payee) or through the Customer (payee) is transferred with delay, the Bank shall ensure that the Customer (payee) incurs no losses due to the interest payable to him or receivable from him.

- 11.32. 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.
- 11.33. 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.
- 11.34. 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.
- 11.35. 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.
- 11.36. If the payment transaction, for which the payee's payment service provider is not held liable under clause 11.35, 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.
- 11.37. 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.
- 11.38. 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. The Bank shall also compensate to the Customer for the interest the Customer is held liable for due to delayed execution of payment transactions through the Bank's fault.
- 11.39. 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.
- 11.40. 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:
- 11.40.1. the payment transaction was authorised without indicating the precise amount of the payment transaction;
- 11.40.2. 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 on 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 clause shall not apply, and the Customer shall not be entitled to recover the amount involved in the above-mentioned payment transaction.
- 11.41. At the Bank's request the Customer (payer) must provide data on the terms and conditions established under clauses 11.40.1 and 11.40.2.
- 11.42. The Customer (payer) shall not be entitled to a refund of the amounts of payment transactions initiated through the payee according to clause 11.40, 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) with 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.
- 11.43. The Customer (payer), who is a Consumer, shall be entitled to request the Bank to refund the amount of the authorised payment transaction initiated through the payee within 8 (eight) weeks since the day of debiting the funds from the payment account.
- 11.44. The Bank, after 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 shall 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.
- 11.45. Where the Bank in the cases and pursuant to the procedure established under clauses 11.40 to 11.44 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 clauses 5.3 and 5.6 of the present Rules, debit such payment transaction amount from his (payee's) accounts with the Bank.
- 11.46. 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 Payment Service Rules or the pricelist. The Bank shall inform the Customer who is a consumer of any amendments to the agreement, the payment service rules or the pricelist 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. The Customer before the day of entry into

force of the proposed amendments may disagree with them or reject them. Said information on the amendment to the agreement and/or the payment service rules and/or the pricelist shall be provided to the Customer in person or shall be made available publicly. It shall be deemed that the Customer agrees with such amendments and they shall become effective on the set day of their entry into force, if before such date of their entry into force he gives no notification to the payment service provider of his disagreement with such amendments. In such event, the Customer shall be entitled, immediately and without paying any commission, to terminate the framework agreement before the day on which the amendments enter into force. The Bank shall have the right to notify the Customer of the changes which do not worsen the Customer's situation disregarding the time limits established above in this paragraph. The establishment of the Commission for new Services shall not be treated as the worsening the Customer's situation.

- 12.2. The Bank shall be entitled to change the Unique Identifier if its change is related to replacement, implementation or upgrade of the Bank's core information systems. The Bank shall notify the Customer of change of the Unique Identifier following the procedure laid down in clause 12.1. Upon change of the Unique Identifier, the Bank shall be entitled, without the Customer's consent, to link all or individual services with the changed Unique Identifier or, subject to prior notification to the Customer, to terminate the provision of all or individual services linked with the unique identifier (e.g. payment Card, e-invoice automated payment, periodic payments, etc.).
- 12.3. 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 period 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. The Bank shall have the right to charge the commission fee provided in the pricelist for termination of the agreement if the Customer unilaterally terminates the agreement before the expiry of a 6 months' period from the agreement date.
- 13.6. The Bank shall provide the Customer, who is a Consumer and who terminates the framework agreement, free of charge with information on Payment Transactions executed in the Customer's who is a Consumer account during the past 36 months and the Statement of fees for the period from the beginning of the current calendar year until the account agreement termination date. This information shall not be provided in the Customer who is a Consumer refuses to receive such information by notifying the Bank in writing in paper format or by using another durable medium.
- 13.7. 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.
- 13.8. The Bank shall be also entitled to terminate the framework agreement by notifying the Customer under the procedure and within the terms set in clause 13.7 if:
  - 13.8.1. for more than a year the payment account balance is zero and none transactions have been performed in it, or
  - 13.8.2. for more than a year none transactions have been performed in the payment account and its balance does not reach the minimum amount of EUR 50 or its foreign currency equivalent respectively, and if the Customer is a consumer - its balance does not reach the minimum amount of EUR 50 or its foreign currency equivalent respectively, and within the respective period of notification of termination specified in clause 13.7 the Customer fails to increase the balance of the payment account up to the respective minimum amount indicated in this clause.
- 13.9. 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 clause shall apply only to the Customers who are Consumers.
- 13.10. 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.
- 13.11. In the cases established by law, the Bank shall have the right to immediately terminate the framework agreement or to reject execution or initiation of a payment transaction.
- 13.12. The Bank shall have the right to immediately suspend or terminate the provision of payment services in respect of the other than Euro currencies if due to suspension or termination of the services of correspondent banks or other related service providers or due to the replacement, implementation or upgrade of the Bank's core information systems the Bank is unable to provide payment services in the respective currency. In this case the Customer, upon receipt of the Bank's notification, must transfer the funds to another account within the period indicated in the Bank's notification. If the Customer fails to perform the above action within the period indicated in the Bank's notification, the Bank shall be entitled to convert the funds in other currency into euros based on the Reference Exchange Rate without prior notice and credit them into the Customer's account in euros or, if the Customer holds no account in euros, to transfer the funds converted into euros to the Bank's internal account in which they will be held until demanded by the Customer. In this case the Bank shall not be liable for losses incurred by the Customer due to such currency conversion.
- 13.13. 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.

### **14. Dispute resolution and protection of Customers' rights**

- 14.1. Agreements executed by and between the parties shall be subject to the law of the Republic of Lithuania.
- 14.2. Customer complaints regarding the Bank's actions whereby the Bank could have violated the requirements of laws or agreements that regulate the provision of payment services and/or the Customer's legitimate interests shall be analysed by the Bank. The Bank must analyse the Customer's written complaints and respond to the Customer in writing within 15 (thirty) business days after the day of receipt of a relevant complaint.
- 14.3. In special cases where due to the reasons beyond the Bank's control it is impossible to give a reply within 15 business days, the Bank shall send a preliminary reply and shall indicate the reasons for delay and a time limit by which it will send a final reply. The time limit for providing the final reply shall not exceed 35 business days.
- 14.4. Customer complaints shall be analysed by the Bank free of charge.
- 14.5. If the Bank's response to the Customer's complaint does not satisfy the Customer or no response has been provided, the Customer shall have the right to refer to the court in accordance with the procedure established by law. If the Customer is a Consumer he shall have the right in accordance with the procedure established by law to apply for extrajudicial dispute resolution to the Bank of Lithuania in writing or by e-mail (Žalgirio str. 90, LT-09303 Vilnius, website www.lb.lt), that investigates disputes of consumers and financial market participants arising from the provision of financial services.
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