

## **Terms and Conditions for the Provision of Services provided by UAB Corporate Services**

These Terms and Conditions for the Provision of Services Provided by UAB Corporate Services (the **Terms and Conditions**) constitute the business conditions of the Company and shall establish the conditions and procedure for providing the Services by the Company.

Before the Customer decides to register in the System, create the User profile, open an Account and start using the Services provided by Company the Customer must carefully read these Terms and Conditions, Privacy Policy and other documents incorporated thereof which constitute a legally binding contract between the Customer and Company.

### **I. INTRODUCTORY PROVISIONS**

#### **1.1. General provisions**

- 1.1.1. The Terms and Conditions shall establish the conditions and procedure for providing the Services and related services by the Company. In addition to the Terms, the legal relationship between the Company and the Customer is also governed by Applicable regulations, Service Conditions, and Rates.
- 1.1.2. In case discrepancies between any provisions of the present Agreement and those under agreements concluded after the effective date hereof between the Company and the Customer, the provisions of newly signed agreements shall apply.
- 1.1.3. The Company undertakes to provide the Services to the Customer in a proper manner, in accordance with the Applicable regulations and international standards applicable to the Services, and in accordance with the Terms and Conditions, Service Conditions and Rates.
- 1.1.4. The Customer undertakes to strictly comply with the Terms and Conditions, Service Conditions and Rates, as well as to comply with the requirements of the Applicable regulations and international standards regarding the use of the Services provided by the Company.
- 1.1.5. Any consents, confirmations, assurances, notices expressed by the Customer in the System are recognized as personally signed by the Customer.

#### **1.2. Definitions**

The meaning of definitions that are used in Terms and Conditions:

<b>Acceptable Language</b>	English.
<b>Account</b>	means the Customer IBAN account opened by the Company for the purposes related to the provision of Services and which is used for holding e-money and execution of the Payment transactions.
<b>Agreement</b>	means an agreement concluded between the Parties in accordance with Section 3.1.10.
<b>Applicable regulations</b>	means normative acts of the Republic of Lithuania, legal regulations of the European Union that are directly applicable to the Republic of Lithuania.

The normative acts of the European Union or other foreign countries are applicable if it is provided for in the laws of the Republic of Lithuania.

<b>Authentication</b>	a set of activities carried out by the Company in order to verify the identity of the Customer or the validity of the use of a specific payment instrument, including the use of the Authentication data in accordance with the procedure established by the Company and used in the System.
<b>Authentication data</b>	means a combination of letters, numbers or symbols serving for login by the Customer in the System, User profile and/or authorisation of Payment transactions.
<b>Authorized person</b>	means a natural person who has the right to represent and act on behalf of the Customer and has provided the Company with the documents evidencing the granted powers in order prescribed by Applicable regulations and the Company.
<b>Business day</b>	means the day on which the Company and other institutions engaged in the money transfer business operate. The Business day do not include bank holidays (weekends, public or other holidays, and the days officially declared as bank holidays in the Republic of Lithuania).
<b>Commission fee</b>	means the fees that are payable by the Customer to the Company for the provision of Services and other related services.
<b>Confidential information</b>	means any information, facts and data that are used in the Terms and Conditions made between the Company and the Customer and/or User, or information, facts and data on matters relating to the Company and Customer and/or User, which came to the knowledge of the parties during or in connection with the conclusion of the Terms and Conditions or compliance with the individual contractual terms and conditions, or information on Payment transactions and on the use of funds through payment tools, and any other information relating to the activities of any of the parties having a certain value and capacity to cause benefit or harm to the Company/Customer, or information that is classified by its provider as confidential or its confidential nature results from its essence or circumstances of which of the other party is aware.
<b>Consumer</b>	means natural person who buys the goods or services for the purposes not related with the consumer's commercial or professional activities, i.e. for the satisfaction of the consumer's personal, family or household needs.
<b>Customer</b>	means (i) a legal entity (merchant); or (ii) a private entrepreneur, i.e. a natural person acting for the purpose of trade, business or profession; having a contractual relationship with the Company, the subject matter of which is providing of Services. The Company does not provide Services to Consumers.
<b>Customer Identification</b>	means proof/confirmation of identity of the Customer, User, Authorised person or other related person in accordance with the Terms and Conditions and procedure established by the Company and used in the System.
<b>Durable Medium</b>	means any instrument which enables the User to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which

allows the unchanged reproduction of the information stored (e.g., on the Company Website, System of the Company, press).

<b>Electronic money</b>	means Company's monetary obligations to the Customer stored in the Company electronic systems in the amount of funds received, recorded in the Customer Account and intended for carrying out Payment transactions and receiving the Services.
<b>Company</b>	<p>means UAB „Corporate Services“, a company duly established and existing under the laws of the Republic of Lithuania, company code 304630394, registered office address Gedimino pr.20, Vilnius, Lithuania, electronic mail: <a href="mailto:support@anypayment.eu">support@anypayment.eu</a>. More information about the Company is detailed on the website: <a href="http://anypayment.eu">http://anypayment.eu</a>.</p> <p>The Company was issued with the electronic money institution license by the Bank of Lithuania, license number is [ 29 ], dated 2018-03-13 (the Licence). The Company is supervised by the Bank of Lithuania located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. More information about the Bank of Lithuania is detailed on the website <a href="https://www.lb.lt/en/">https://www.lb.lt/en/</a>.</p>
<b>Parties</b>	means the Company and Customer.
<b>Payee</b>	means a natural or legal person who is the intended recipient of funds which have been the subject of a Payment transaction.
<b>Payer</b>	means a natural or legal person who holds a payment account and allows a payment order from that payment account, or, where there is no payment account, a natural or legal person who gives a payment order.
<b>Payment instrument</b>	means any personalised device and/or set of procedures agreed between the Customer and the Company and used by the Customer for the initiation of a Payment order.
<b>Payment service provider</b>	means (i) a bank or a branch of a foreign bank; (ii) a payment institution or electronic money institution established under the legal acts, or a branch of a payment institution or electronic money institution; (iii) other similar financial institution providing payment services.
<b>Payment transaction</b>	means an act, initiated by the Payer or on his behalf or by the Payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the Payer and the Payee.
<b>Payment order</b>	means an instruction by a Payer or Payee to its Payment service provider requesting the execution of a Payment transaction.
<b>Personal data</b>	means any information that is associated with the Customer and/or User, whose identity is established or can be directly or indirectly established using data, such as first name, last name, personal code, information about the place of residence, e-mail address and other.

<b>Rates</b>	means a list of the Commission fees applicable by the Company for the provision of the Services. Rates are provided in Company's Website or can be agreed between the Parties separately.
<b>Services</b>	means any service which is defined as the payment service in the Law of the Republic of Lithuania on Payments and which the Company has a right to provide under the Licence.
<b>Service conditions</b>	means conditions of the provision of a particular Service established in the Terms and Conditions and/or other documents published by the Company and agreed upon by the Customer.
<b>Strong customer authentication measures</b>	means an authentication based on the use of two or more elements categorized as knowledge (something only the Customer knows), possession (something only the Customer possesses) and inherence (something the Customer is) that are independent, in that the breach of one does not compromise the reliability of the others.
<b>System</b>	means the Company software contained on Website which is used to provide the Services.
<b>Unique identifier</b>	means the code of the Account provided to the Customer by the Company and to be provided by the payment service user to identify unambiguously another payment service user and/or the Account of that other payment service user for a payment transaction.
<b>User</b>	means the Customer who shall have a right to manage Customer's Account through the System.
<b>User profile</b>	means the result of the registration in the System during which the Personal data of the User is recorded and rights are assigned to the User. User profile is used to access Account and use of Services.
<b>Website</b>	means the website at <a href="https://anypayment.eu">https://anypayment.eu</a>

## II. DESCRIPTION OF SERVICES PROVIDED BY THE COMPANY

- 2.1. The features of the Services provided by the Company according to these Terms and Conditions shall be specified in the Service Conditions.

## III. CUSTOMER ACCOUNT AND TERMS OF ISSUING AND REDEMPTION OF ELECTRONIC MONEY

### 3.1. Creation of Customer Account

- 3.1.1. In order to start using Services provided by the Company, the Customer must register in the System.

- 3.1.2. During the registration process the Customer shall create a User profile by:

- (a) providing Personal data and documents for the purpose of Customer identification in a manner specified by the Company;
  - (b) verifying Customer's email address and phone number;
  - (c) verifying Customer's residential address
  - (d) confirming that the Customer has familiarized himself with these Terms and Conditions and all the documents incorporated thereof and has confirmed acceptance of the Terms and Conditions and all the documents incorporated thereof, as well as acknowledged to the Privacy Policy of the Company;
  - (e) confirming that all Personal data, information and documents provided during the registration process are accurate.
- 3.1.3. The Customer agrees that the Company shall be entitled to obtain or verify information, data or documents, as well as perform identification of the Customer or related persons for the purpose of provision of the Services by itself and/or using services of third parties. Customer by agreeing to the Terms and Conditions confirms the consent to the Company and/or a third party acting on behalf of the Company carrying out such actions.
- 3.1.4. The Customer is liable for providing Personal data, information and documents requested by the Company. The Customer and/or User is liable that all Personal data, information and documents provided during the registration process or any time thereafter must be accurate and, in the future, when changing or supplementing data, Customer will provide only accurate information.
- 3.1.5. The Customer is obligated immediately not later than within 1 (one) Business day, update information in User profile and provide supplementing documents. The Customer is fully responsible for any consequences of providing incorrect Personal data, information, and / or documents, including possible losses. If the Customer and / or User does not provide additional information and/or documents within 1 (one) Business day, the Company has the right to suspend provision of all or a part of the Services to the Customer until respective information is received.
- 3.1.6. The measures of the Customer's identity verification provided by the Company may be used to confirm the identity of the Customer by providing information about the Company's provided Services and / or provided to the Customer in a manner specified by the Company (for example, video call, provision of the notary approved documents, etc.).
- 3.1.7. The Customer shall be obligated to submit the original documents or notarised copies of the documents to the Company. The Company shall have the right to demand that the documents issued in a foreign country be legalized or certified with an Apostille. In case the document shall be in a foreign language, Company shall have the right to demand that the document shall be translated into Acceptable Language. The Company shall have a right to demand that the translation shall be certified by a competent translator and/or notarised. All documents and information are prepared and provided at the expense of the Customer.
- 3.1.8. The Company has the right at any time to require the Customer to provide additional information and/or documents, in the form specified by the Company, related to the Customer or ultimate beneficial owner, operations on the Customer Account, and, periodically, in the manner established by the Company, check the Personal data and other data of the Customer specified in the User profile, and fill out the Customer questionnaires (KYC/KYB applications) developed by the Company and other documents. The Company shall have a right to carry out identification of the Customer where it has been already carried out.

- 3.1.9. Once all the registration steps as referred in Section 3.1.2 are completed and required documents and information are approved by the Company, the User profile is created and Account is opened for a Customer. The Customer is notified thereof by e-mail and OTP to the phone, to the contact information of which the Customer has provided during the registration process.
- 3.1.10. Creating of the User profile means entering into Agreement for an indefinite period.
- 3.1.11. Once User profile is created the Account is automatically opened for the Customer. Each Account shall have a number assigned, which is unique within the Company.

### 3.2. Use of Customer Account

- 3.2.1. The Customer manages the Account remotely, via Company's Website or other means provided by the Company. The Account allows the Customer to perform Payment transactions and receive other Services. The Company is under no obligation to provide the Services to a Customer and may decline an application for Services in its sole discretion.
- 3.2.2. Each time entering the User Profile, the Customer is obligated to go through the Authorisation procedure established by the System. The Company and the Customer agree that the Authentication data provided to the Customer by the Company shall be used to identify the User's identity. If the appropriate User Authentication data have been used during the time of log in to the Account remotely, the User's identity shall be deemed to have been approved.
- 3.2.3. The Company will provide its Services by using the Strong customer authentication measures in accordance with its technical System for the Customer which shall be used by the Customer for the purpose of accessing the Account and authorisation/signing Payment transactions.
- 3.2.4. Customer Account is in multi-currency, i.e. it considers Electronic money in the currencies in which they were received by the Customer. The Customer assumes the risk of devaluation of Electronic money due to changes in exchange rates.
- 3.2.5. The Company sets limits on Payment transactions on the Customer Account, of which the Customer is informed in advance and undertakes to comply with them. Customer has the right to establish limits on Payment transactions for the Customer Account (without exceeding the limits established by the Company), in accordance with the procedure, established in the System.
- 3.2.6. The Customer is solely liable that the Authentication data shall not be disclosed to the unauthorized persons as well Authentication data to be kept safe and confidential in accordance with the requirements established in Section 6.4.1. If the Authentication data is incorrectly entered 5 times, the Company shall be entitled to block access to the Account. After thorough verification, the Customer shall be entitled to receive new Authentication data on Customer's request. If the Customer suspects that Authentication data have been misused, the Customer shall be obliged to report the case to the Company without any delay in accordance with the requirements established in Section 6.4.1.

### 3.3. Terms of issuing and redemption of Electronic money

- 3.3.1. Money held at the Account is considered to be electronic money which the Company issues after the Customer transfers or deposits funds to its Customer Account. After the Customer deposits/transfers funds to its Account and the Company receives the funds, the Company credits it to the Customer Account, at the same time issuing Electronic money at the nominal monetary value.

- 3.3.2. The nominal value of Electronic money coincides with the value of money deposited or transferred to Customer`s Account (after the deduction of a standard Commission fee applicable to a particular Payment transaction).
- 3.3.3. Electronic money held on Customer`s Account is not a deposit and the Company does not, in any circumstances, pay any interest for Electronic money held on Customer`s Account and does not provide any other benefits associated with the time period the electronic money is stored.
- 3.3.4. At the request of the Customer, Electronic money held at the Customer Account shall be redeemed at their nominal monetary value at any time, except for cases set forth in these Terms and Conditions when restrictions are applied to the Customer Account.
- 3.3.5. No specific conditions for redemption of Electronic money that would differ from the standard conditions for transfers and other Payment transaction performed to the Customer`s Account shall be applied. The amount of redeemed or transferred Electronic money is chosen by the Customer.
- 3.3.6. No additional fee for Electronic money redemption is applied. In the event of redemption of Electronic money, the Customer pays the usual Commission fee for a Payment transaction.

#### **IV. SENDING AND RECEIVING PAYMENTS**

- 4.1. Information to be provided by the Customer in order to initiate or execute a Payment order
  - 4.1.1. Customer is obliged to provide detailed and accurate data to the Company so that the Payment order for the execution of the Payment transaction complies with the instructions specified the System. Before sending information to the Payee, the Customer is obliged to carefully read the instructions for completing the Payment order.
  - 4.1.2. The Company shall credit or debit fund according to Unique Identifier indicated in the Payment Order received by the Company in accordance with the Terms and Conditions.
  - 4.1.3. The Company has the right to request additional and / or other mandatory information (for example amount and currency, Payee`s name, surname / name of the legal entity / code of the payment) which must be submitted to the Company in order to provide properly the execution of the Payment order.
- 4.2. Provision of Information on Payments and Customer Account Balance
  - 4.2.1. The Customer has access to information on transactions and balances on its Customer Account in electronic form.
  - 4.2.2. The Company is obligated to provide the information to the Customer before the execution of Payment order about the possible maximum terms of the execution of certain Payment order, the payable Commission fees and how this Commission fees are split up. This information is available on Company`s Website as well as in the Customer Account of the Customer.
  - 4.2.3. The Company shall provide the information to the Customer about provided Payment transactions, which indicates as follows:
    - (a) the amount of the Payment transactions in the currency indicated in the Payment order;

- (b) the Commission fees payable for the Payment transactions and how the Commission fees are split up;
- (c) the applicable currency exchange rate and the amount of Payment transactions after the currency exchange rate, where during the execution of Payment transactions currency was exchange;
- (d) the date of debit or credit of funds from/to the Account;
- (e) other information which shall be provided to the Customer in accordance to the Applicable regulations.

4.2.4. Information indicated in Section 4.2.3 may be provided in the Customer Account, unless agreed otherwise. The Company shall supply statements of Customer Account in a paper form and/or on Durable medium under separate Customer's request. The fee might be applied according to the current Rates.

#### 4.3. The consent for the Payment order

- 4.3.1. Under these Terms and Conditions, the Company processes Payment transactions for the Customer in non-cash form and exclusively in electronic form.
- 4.3.2. The Customer can make Payment transactions using Payment orders System supported by the Company. Payment orders that have been approved by Authentication data by the Customer shall be deemed Customer instructions and equivalent to the Payment orders signed by the Customer.
- 4.3.3. The Payment transaction is considered to be authorized only when the Payer expresses its consent for the execution of Payment transaction. The consent shall be expressed prior to the execution of Payment transaction. In the absence of consent, a Payment transaction shall be considered to be unauthorized.
- 4.3.4. The Payer may give consent to execute one or more Payment Transactions. Consent to execute one or more Payment Transactions may also be given through the Payee or the payment initiation service provider.

#### 4.4. Execution of Payment orders

- 4.4.1. The Customer shall ensure that it is enough funds at his Account necessary for the execution of the Customer's instructions. If the Customer does not have sufficient funds at the moment when the Payment order is submitted, the Company has the right to refuse to execute it, unless otherwise agreed by the Parties.
- 4.4.2. The manner of the Payment transfer is selected by the Customer in a manner provided by the Company. If the Customer does not select the Payment transfer manner, it is considered that the Customer has initiated a standard payment transfer.
- 4.4.3. The Company has the right to record and store any Payment orders submitted by any of the means agreed on with the Company, and to record and store information about all Payment transactions performed by the Customer or according to Payment orders of the Customer. Records mentioned above may be submitted by the Company to the Customer and/or third persons, who have the right to receive such data under the basis set forth in the legislation, as evidence confirming the submission of Payment orders and/or executed Payment transactions.



- 4.4.4. The Company has the right to involve third parties to partially or fully execute the Payment order of the Customer. In the event that the essence of the Payment order of the Customer requires sending and executing the Payment transaction further by another financial institution, but this institution suspends the Payment order, the Company is not liable for such actions of that financial institution, but makes attempts to find out the reasons for the suspension of the Payment order and informs the Customer on the information received.
  - 4.4.5. The Company has the right to refuse to execute a Payment order in case of a reasonable doubt that the Payment order has been submitted not by the Customer, Payment order or the submitted documents are legitimate. In such cases, the Company has the right to demand from the Customer additionally confirm the submitted Payment order and/ or submit documents confirming the rights of persons to manage the funds held on the Account or other documents indicated by the Company in a way acceptable to the Company at expense of the Customer. The Company is not liable for the losses which may arise due to refusal to execute the submitted Payment order due to the reason of the refusal to provide additional information or documents by the Customer.
  - 4.4.6. The Company shall have the right to refuse to execute Payment order of the Customer, if required by the Applicable regulations or in case it is necessary for other reasons beyond control of the Company.
  - 4.4.7. In case information about the Payer or the Payment order is not clear / specific enough, or the doubts were raised as to the accuracy of the Unique identifier and the Payee indicated in the Payment order the Company shall have the right to refuse to execute Payment order.
  - 4.4.8. The Company shall have a right to refuse to execute the Payment order in case of exceeding the limit established by the Customer.
  - 4.4.9. The Company shall not accept and execute Payment orders of the Customer to perform transactions on the Account of the Customer if funds on the Account are arrested, the right of the Customer to manage the funds is otherwise legally limited, or in case transactions are suspended by applicable legal acts.
  - 4.4.10. If money transferred by the Payment order is returned due to reasons beyond the control of the Company (inaccurate data of the Payment order, the account of the Payee is closed, etc.), the returned amount is credited to the Account of the Customer.
  - 4.4.11. In case the Company has refused to execute the Payment, order submitted by the Customer, the Company shall immediately inform the Customer thereof or create necessary conditions for the Customer to get acquainted with such notification, except when such notification is technically impossible or forbidden by legal acts.
- 4.5. The procedure of revocation of the Payment order
- 4.5.1. The Payment order cannot be cancelled after the Company receives it, except for cases provided in these Terms and Conditions.
  - 4.5.2. The Payment order may be cancelled only in case the Customer (Payer) and the Company agree on this, however the consent of the Payee shall be necessary. In this case Commission fee might be applied.
  - 4.5.3. In the case referred to in Section 4.6.2. the Customer may revoke a Payment order at the latest by the end of the Business Day preceding the agreed day.
- 4.6. The time of receipt of the Payment order

- 4.6.1. The time of receipt of the Payment order shall be the time when the Payment order is received by the Company. If the time of receipt of the Payment order is not a Business Day, the Payment order shall be deemed to have been received on the following Business Day.
- 4.6.2. The Customer initiating a Payment order and the Company may agree that execution of the Payment order shall start on a specific day or at the end of a certain period or on the day on which the Customer has put funds at the Company 's disposal. In such case, the time of receipt of the Payment order shall be deemed to be the agreed day. If the agreed day is not a Business Day for the Company, the Payment order received shall be deemed to have been received on the following Business Day.

#### 4.7. Execution time

- 4.7.1. The terms of the execution of Payment transaction and the duration of execution of other Services are set forth in these Terms and Conditions, Service Conditions and other agreements between the Parties, if such agreements are signed.
- 4.7.2. Payment orders inside the System of the Company are executed immediately (up to a few minutes, unless the Payment transaction is suspended due to cases set forth by legal acts and these Terms and Conditions), regardless of business hours of the Company.
- 4.7.3. After the time of receipt of a Payment order, the amount of the Payment transaction in euro executed in the Republic of Lithuania and to other Member States is credited to the Payee Payment Service Provider 's account at the latest by the end of the next Business Day, excluding the case referred to in Section 4.7.4.
- 4.7.4. Where credit transfers are executed in euro in the Republic of Lithuania, the Company shall ensure that, after the receipt of a Payment order, the amount of the Payment transaction is credited to the Payee Payment Service Provider 's account t on the same Business Day, provided that the point in time of receipt of the Payment order is that Business Day by 12 p.m. Where the time of receipt of the Payment order is after 12 p.m., the Company shall ensure that the amount of the Payment transaction is credited to the Payee Payment Service Provider 's account at the latest by the end of the next Business Day.
- 4.7.5. The time limit of execution of the Payment transactions executed in the Republic of Lithuania and to other Member States in the currencies of Member States outside the euro area shall not exceed 4 (four) Business Days.

#### 4.8. Credit value date

- 4.8.1. The credit value date for the Customer's (Payee's) payment account shall be no later than the Business Day on which the amount of the Payment transaction is credited to Company 's account.
- 4.8.2. Company's shall ensure that the amount of the Payment transaction is at the Customer's (Payee's) disposal immediately after that amount is credited to the Customer's (Payee's) payment account.
- 4.8.3. The debit value date for the Customer's (Payer's) account shall be no earlier than the point in time at which the amount of the Payment transaction is debited from that Account.

#### 4.9. Refunds of payment transactions initiated by or through a payee

- 4.9.1. The Customer (Payer) shall have the right to refund from the Company the full amount of authorised and already executed Payment transaction initiated by or through the Payee within 8 (eight) weeks of the day on which the funds were debited from the Account, provided that both of the following conditions are met:

- 4.9.1.1. the authorisation of Payment transaction did not specify the exact amount of the Payment Transaction when the authorisation was made;
- 4.9.1.2. the amount of Payment transaction exceeds the amount which could have been reasonably expected by the Customer (Payer) considering his previous expenditure, Terms and Conditions and other circumstances, except for the circumstances relating to the exchange of currency, when upon executing a Payment transaction the currency exchange agreed between the Customer (Payer) and the Company.
- 4.9.2. At the request of the Company the Customer (Payer) must immediately provide information about the existence of the conditions specified in Section 4.9.1 of the Terms and Conditions.
- 4.9.3. The Customer (Payer) shall not be entitled to the refund of amounts of Transactions initiated by or through the Payee under Section 4.9.1 of the Terms and Conditions, if the Customer (Payer) has given consent directly to the Company and the Company or the Payee has furnished the Customer (Payer) in the agreed manner with the information about future Payment transaction or created conditions to get familiarised with it at least 4 (four) weeks before the planned execution of the Payment transaction.
- 4.9.4. Upon receipt of the request of the Customer (Payer) to refund the Transaction amount, the Company shall refund the full amount within 10 (ten) Business Days of the Company or specify the reasons for its refusal to refund such amount and the procedure of appealing against the refusal where the Payer is a Consumer.
- 4.9.5. In the case referred to in Section 4.9.1 of the Terms and Conditions, the Company must refund to the Customer the full amount of the executed Payment transaction and ensure that the Customer does not incur any losses relating to interest payable to or receivable from the Company (if any).
- 4.10. Payment transactions where the amount is not known in advance
  - 4.10.1. Where a Payment transaction is initiated by or through the Payee in the context of a card-based Payment transaction and the exact amount is not known at the moment when the Customer gives consent to execute the Payment transaction, the Company may reserve funds on the Customer 's Account only if the Customer has given consent to the exact amount of the funds to be reserved.
  - 4.10.2. The Company shall release the funds reserved on the Customer's Account under Section 4.10.1 of the Terms and Conditions without undue delay after receipt of the information about the exact amount of the Payment transaction and at the latest immediately after receipt of the Payment order.

**V. COMMISSION FEES FOR PROVISION OF SERVICES OF THE COMPANY,  
DEFAULT INTEREST AND CURRENCY EXCHANGE**

- 5.1. The Company shall charge Commission fees related to its standard Services in accordance with Terms and Conditions and the Rates incorporated thereto. The Company shall charge individual Commission fees to the Customer for non-standards Services not defined herein and/or in the Rates and the Customer shall be informed thereon before using such services.

- 5.2. The Rates is specified on the Website. The Rates of the Company is quoted without value added tax. In case value added tax or any other sales tax is or become chargeable, the Company will add such tax to the amount payable but shall, where required, provide information on the net amount, the amount of tax and the tax rate applied.
- 5.3. Any Commission fee payable by the Customer shall be deducted from the Customer Account balance. If the Customer Account balance is insufficient, or the Customer account balance becomes negative, the Company reserves the right to invoice the Customer for any shortfall.
- 5.4. Payment transaction may be subject to currency conversions. If the Customer makes a payment from Account denominated in one currency to the Account denominated in another currency, the Customer will be asked to either make the payment in the currency of Customer Account or in another currency. If the Customer chooses the currency of Account, then the Payee will pay the fee for the conversion into the currency of his or her Account. If the Customer chooses the currency of the Payee's Account, the Customer will pay the fee for the conversion into the currency of the payment. If Customer chooses a currency that is neither the currency of Customer's Account nor the currency of the Payee's Account then the Customer will pay the fee for the conversion into the currency of the payment, and the Payee will pay the fee for the conversion of the payment currency into the currency of his or her Account. The currency exchange fee is published on the Company's Website.
- 5.5. The currency exchange rates are provided to the Customer before the Payment order.
- 5.6. The Company will apply exchange rates based on market rates quoted on the Company's Website. The exchange rates can change in real time due to the market conditions. The Company applies the changed basic exchange rate of currency immediately without a separate notice.
- 5.7. The Customer, having failed to pay the Company the remuneration for provided Services, at the demand of the Company and in accordance the Section 5.3 of these Terms and Conditions must pay 0,02% default interest for each day overdue.

## **VI. SECURITY AND CORRECTIVE MEASURES**

- 6.1. The Customer who notices that the funds that do not belong to him have been transferred to his Account must immediately notify the Company to the effect. In such case the Customer, as unauthorized beneficiary of transferred funds of the Payment transaction, shall be deprived of the right to dispose of the transferred funds and must forthwith remit such funds to the account designated by the Company.
- 6.2. The Company shall have the right to debit the amounts incorrectly credited to the Customer Account through its own fault without a separate consent of the Customer, as unauthorized beneficiary of transferred funds of the Payment transaction and remit such funds to their due beneficiary.
- 6.3. If funds available in Account are already insufficient for the debit of incorrectly credited funds the Customer must repay the respective amount of funds to the account designated by the Company within 3 (three) Business days of the Company's request.
- 6.4. Obligations of the Customer related with Payment instruments (Account)
  - 6.4.1. The Customer authorized to use a Payment instrument (Account) must:
    - 6.4.1.1. use the Payment instrument (Account) in observance of conditions regulating the issuance and use of the Payment instrument as specified in the Terms and Conditions;
    - 6.4.1.2. having found out that the Payment instrument (Account) has been stolen or lost in any other matter, suspecting or obtaining information about illegal acquisition of the

Payment instrument (Account) or unauthorised use thereof as well as about the facts or suspicions that personalised security data of the Payment instrument (Account) have become known or might be used by third parties, promptly notify the Company and request to block the Customer's Account. In order to continue to use the Account, the Customer shall change the password, use other additional Account confirmation instruments or use safer instruments and delete unsafe additional login confirmation instruments.

- 6.4.2. Upon receiving the Payment instrument, the Customer must promptly take all actions to safeguard personalised security data of the received Payment instrument and it is recommended:
  - 6.4.2.1. to update software, applications, anti-virus programs, browsers and other programs in time;
  - 6.4.2.2. to protect devices with passwords, PIN codes or other safety instruments;
  - 6.4.2.3. to evaluate received emails with cautiousness, even if the Company is indicated as the sender. The Company will never request the Customer to download attachments or install software. Attachments to fraud e-mails may contain viruses which can harm devices or pose a risk to the safety of the User profile;
  - 6.4.2.4. not to click on unknown links, open unknown documents, install software or application from unknown, unreliable sources or visit unsafe Websites.
- 6.5. In case the Company suspects and / or notices the suspicious actions or actual fraud or security threats which may cause the harm and or cause the harm to the Customer and its Account, suspected or executed fraud by other persons or the threats for the security of Services the Company shall contact with the Customer in the System or using another Durable Medium for giving the further instructions and / or asking the Customer to provide the information which may help to prevent the possible harm.
- 6.6. The notices provided by the Customer regarding the unauthorized or improperly executed Payment transactions
  - 6.6.1. The Customer shall check the information about the executed Payment transactions at least 1 (one) time per month.
  - 6.6.2. The Customer is obligated to inform the Company in writing about the unauthorized or improperly executed Payment transactions, including the noticed mistakes, inaccuracies in the statement within 5 (five) Business days from the acknowledge of such circumstances and in any case not later than within 13 (thirteen) months from the date on which the Company executed unauthorized or improperly executed the Payment transaction.
  - 6.6.3. Where the Customer fails to notify the Company of unauthorised or incorrectly executed Payment transactions within the time limit established in Section 6.5.2 of the Terms and Conditions, it shall be considered that the Customer has unconditionally confirmed Payment transactions executed within the Customer Account.
- 6.7. Suspension of Customer Account
  - 6.7.1. The Company reserves the right to suspend, at any time and at its sole discretion, the Customer Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing funds), *inter alia*:

6.7.1.1. where the Company believes it is necessary or desirable to protect the security of the Customer Account; or

6.7.1.2. if any Payment transactions are made which the Company in its sole discretion deems to be:

(i) made in breach of these Terms and Conditions or in breach of the security requirements of the Customer Account; or

(ii) suspicious, unauthorized or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities.

6.7.2. upon the insolvency, liquidation, winding up, bankruptcy, administration, receivership or dissolution of the Customer, or where the Company reasonably considers that there is a threat of the same in relation to the Customer; or

6.7.3. where anything occurs which in the opinion of the Company suggests that the Customer shall be unable to provide the Customer's products/services and/or otherwise fulfil the contacts that it has with its Customers.

6.7.4. The Company will make reasonable efforts to inform the Customer of any such suspension in advance, or if this is not practicable, immediately afterwards and give its reasons for such suspension unless informing the Customer would compromise security measures or is otherwise prohibited by law or regulatory requirements.

6.7.5. In addition, the Company reserves the right (at its sole discretion) to suspend the Customer Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing funds) at any time where it is required to do so under relevant and Applicable regulations. The Company will make reasonable efforts to inform the Customer of any such suspension unless the Company is prohibited from doing so by law or under an order from a competent court or authority.

#### 6.8. Blocking of the Account / Payment instrument

6.8.1. In addition to the provisions regarding suspension of the Services mentioned earlier in these Terms and Conditions, the Company has the right to block the Account (Payment instrument) (to stop the execution of the Payment transactions at all or partially) in such cases as follows:

(a) in case of the objectively justified reasons related to the security the Account (Payment instrument), the suspicion of unauthorized or fraudulent use of Payment instrument;

(b) in case if the Customer does not follow with the terms of the present Terms and Conditions;

(c) in case if the Company finds out that the Account (Payment instrument) has been stolen or lost in any other manner, or has the reasonable suspicions that funds in the Account may be used by the other persons for the unlawful actions, including but not limited to criminal activities;

(d) in case of other grounds set forth by the legal acts of the Republic of Lithuania and / or the cases indicated in the additional agreements signed between the Parties.

- 6.8.2. In the cases provided for in Section 6.8.1 of the Terms and Conditions, the Company shall notify the Customer in the manner established in the Terms and Conditions about the blocking of the Customer Account (Payment instrument) and about the reasons for such blocking, doing its best to notify the Customer before the blocking and no later than immediately after the blocking, except in the cases when the provision of such information would impair the safeguards or is prohibited by legal acts.
- 6.8.3. The Customer Account (Payment instrument) shall be blocked at the Customer's initiative when the Customer submits the respective notice to the Company in writing or using Durable medium.
- 6.8.4. The Company shall cancel the blocking of the Customer's Account (Payment instrument) when the reasons for the blocking cease to exist, when the blocking has been initiated by the Customer, and when the Company receives the respective written request of the Customer to withdraw the request to block the Account (Payment instrument). The Company shall have the right to replace the blocked Account (Payment instrument) with a new one with additional Commission fees applied.
- 6.8.5. The Company undertakes to store information of unauthorised use of the Account (Payment instrument) for 18 months from the notification provided by the Customer and shall provide information to the Customer on his request in a paper or another Durable medium.
- 6.8.6. The Company shall not be held liable for the Customer 's losses incurred as a result of blocking of the Customer account and/or the Payment instrument, where such blocking has been performed in observance of the procedure established in the Terms and Conditions and applicable law.

## **VII. LIABILITY OF THE PARTIES**

### **7.1. Liability of the Company for the unauthorized Payment transactions**

- 7.1.1. Upon receipt of a respective notice of the Customer within the time limits specified under Section 6.6.2 or having established that the Payment transaction has not been authorised by the Customer, the Company shall refund to the Customer the amount of the unauthorised Payment transaction without undue delay, and in any event no later than by the end of the next Business day, and, if applicable, restore the debited Customer Account to the state in which it would have been had the unauthorised Payment transaction not take place except where the Company has reasonable grounds to suspect fraud and has informed the supervisory authority in writing of these grounds.
- 7.1.2. When a Payment transaction is initiated through a payment initiation service provider, the Company shall immediately, but no later by the end of the next Business Day, refund to the Customer the amount of the unauthorized Payment transaction and, where applicable, restore the debited Customer Account to the state in which it would have been had the unauthorised Payment transaction not taken place.
- 7.1.3. If the Payment transaction was unauthorized due to circumstances determined by the payment initiation service provider, the payment initiation service provider shall immediately, at the request of the Company, compensate any losses incurred or sums paid as a result of the refund to the Customer, including the amount of the unauthorized Payment transaction.

### **7.2. Liability of the Company for the proper execution of Payment transaction**

- 7.2.1. If the Customer initiating the Payment order executes a Payment order by identifying the Unique identifier, such Payment order shall be deemed to be executed properly. The

Company has the right, but it is not obliged to check whether the Unique identifier presented in the Payment order received by the Company corresponds to the account holder's name and surname (name), in cases the name differs, the Company shall have the right to refuse to execute such Payment transaction.

- 7.2.2. If the Unique identifier is presented to the Company with the account to be credited or debited from the Account, the Payment order is deemed to be executed properly if it was executed according to the specified Unique identifier. If the Company carries out the said inspection (for example, in the prevention of money laundering risk) and establishes that the Unique Identifier submitted to the Company obviously differs from the account holder's forename and surname (name), the Company shall have the right to refuse to execute such Payment transaction.
  - 7.2.3. If the Unique Identifier specified by the person initiating the Payment is incorrect, the Company shall not be held liable for non-execution or incorrect execution of the Payment transaction, but must take all possible measures to trace such Payment transaction and seek the recovery of all funds of such Payment transaction. The Company may charge commission on the Customer for such recovery.
  - 7.2.4. In the event that the collection of funds under the Section 7.2.3 is not possible, the Company, upon written request of the Customer shall provide all information available to the Company and relevant to the Customer in order for the Customer to file a legal claim to recover the funds.
  - 7.2.5. The Company is liable for the properly initiated Payment order with the terms set forth by these Terms and Conditions and / or additional agreements signed between the Parties.
  - 7.2.6. The Company is liable for the not applying the Commission fees or not giving back the already paid Commission fee in case if the Payment order was not executed or executed improperly due to the fault of the Company.
  - 7.2.7. The Company is liable only for the direct losses of the Customer.
  - 7.2.8. The Company is not liable for claims raised between the Payee and Payer and such claims are not reviewed by the Company. The Customer may submit the claim to the Company only regarding the non-performance or improperly performance of the obligations of the Company.
  - 7.2.9. Limitations of liability of the Company shall not be applied if such limitations are prohibited by the applicable law.
  - 7.2.10. The conditions of the re-payment of the amount of the Payment transaction of the Payee or initiated by the Payee are the same as they are set forth in Law on Payments of the Republic of Lithuania, unless otherwise agreed by the Parties.
  - 7.2.11. Neither party shall be liable for any economic loss, delay or failure in performance of any part of the Terms and Conditions to the extent that such loss, delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirements, civil and military authority, civil unrest, unavailability of public internet, hacking or distributed DoS attacks, inability to secure materials or labour, termination of vital agreements by third parties, action of the other party or any other cause beyond such party's reasonable control.
- 7.3. Liability of the Customer for unauthorised Payment transactions
- 7.3.1. The Customer shall bear the losses relating to unauthorised Payment transactions up to EUR 50 (fifty euro), where such losses are incurred as a result of:



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

7.3.1.2. the misappropriation of the Payment Instrument.

7.3.2. The Customer shall not incur any losses related to Payment transactions in the following cases:

7.3.2.1. prior to the execution of the Payment transaction, the Customer could not notice the loss, theft or misappropriation of the Payment Instrument, unless the Customer has acted unfairly;

7.3.2.2. losses are incurred due to acts or omissions of the Company, its employee, agent, branch or persons to whom the exercise of functions has been transferred.

7.3.3. The Customer shall bear all losses relating to unauthorised Payment transactions, if such losses were incurred because of Customer's failure to fulfil one or several duties specified in Section 6.4.1 of the Agreement with intent or gross negligence. In such cases, the maximum amount referred in Section 7.3.1 shall not apply.

7.3.4. Where the Company does not require strong customer authentication, the Customer shall not bear any financial losses unless the Customer has acted fraudulently. Where the Payee or the Payment service provider of the payee fails to accept strong customer authentication, it shall refund the financial damage caused to the Company.

7.3.5. When the Customer furnishes the Company with the Notice referred to in item 6.4.1 of the Agreement, the Company shall compensate for the Customer's losses resulting from lost, stolen or misappropriated Payment Instrument (Account), with the exception of the cases when the Customer acted fraudulently.

7.3.6. If the Company does not make it possible to notify the Company at any time about the lost, stolen or misappropriated Payment Instrument (Account), the losses resulting from the unauthorized use of the Payment Instrument (Account) shall be borne by the Company, except where the Customer has acted fraudulently.

## **VIII. COMMUNICATION BETWEEN THE CUSTOMER AND THE COMPANY**

8.1. These Terms and Conditions are published on the Company's Website and in the System and/or another Durable Medium chosen by the Company in Acceptable language and Lithuanian language. By signing Terms and Conditions, the Customer agrees that all the communication, Commission fees and charges information shall be announced in English language.

8.2. The information shall be provided to the Customer personally or by announcing it publicly:

8.2.1. the information shall be provided personally to the Customer:

8.2.1.1. through the User profile of the Customer;

8.2.1.2. sent by e-mail to the address indicated in the User profile;

8.2.1.3. by SMS message to the Customer's mobile phone;

8.2.1.4. sent by post to the address indicated in the User profile.

8.2.2. the information may be published on the Website of the Company, as well as the Company may provide the information by the press or other media forms. The information provided publicly is considered to be duly delivered to the Customer, except the cases of mandatory

requirements of the laws and other legal acts of the Republic of Lithuania and / or the cases when the Company is obligated to inform the Customer personally.

- 8.3. When sending notifications in regards to changes and/or adjustments to the Terms and Conditions, Service Conditions and/or Rates as well as to termination of the Agreement using method described in Section 8.2.1.1, the Company must send this notification additionally using any of the methods described in Section 8.2.1.2 - 8.2.1.4.
- 8.4. The Customer confirms that the notification sent by the Company by any of the methods specified in Section 8.2.1.1 – 8.2.1.3 will be deemed to be properly delivered to the Customer on the day it is sent.
- 8.5. In exceptional cases, a notice from the Company to the Customer may be sent to the Customer by mail, to the address indicated in the User profile. If the notification is sent by mail, it will be considered that the Customer received it on the 7th (seventh) day following the day of dispatch.
- 8.6. The Company confirms that it agrees that any notifications from the Customer will be sent to the Company as follows:
  - 8.6.1. by messaging in User profile of the Customer;
  - 8.6.2. to the email address listed on the Company's Website or that is provided in the Terms and Conditions;
  - 8.6.3. to the postal address of the Company indicated in the Website or that is provided in the Terms and Conditions.
- 8.7. The Parties must immediately inform each other about changes in their contact details. At the request of the Company, the Customer must furnish the respective documents supporting the change of the Contact details. If this requirement is not fulfilled, the notification communicated on the basis of the most recent details specified to the other Party shall be deemed as duly sent and any obligation fulfilled on the basis of such details – duly discharged.
- 8.8. The Customer undertakes to immediately notify the Company of any events that may affect the fulfilment by the Customer of obligations to the Company (change of ownership, restructuring, insolvency, bankruptcy, liquidation, etc.).
- 8.9. The Customer undertakes to notify the Customer in advance of any known or potential technical malfunctions of the System that may affect the provision of the Services.
- 8.10. All communication between the Parties shall be in Acceptable language.

## **IX. ACITIVITIES THAT ARE PROHIBITED**

- 9.1. The Customer using the Services of the Company is prohibited from:
  - 9.1.1. not complying with the provisions of the Terms and Conditions and its amendments if any, legislation and other legal acts, including but not limited to, anti-money laundering and counters-terrorist financing acts;
  - 9.1.2. refusing to provide information or undertake other actions that are reasonably requested by the Company;
  - 9.1.3. executing or receiving transfers of illegally acquired funds, if the Customer is aware of or should be aware of it;

- 9.1.4. using the Services of the Company in a way which causes losses, responsibility or other negative legal consequences or damage to business reputation of the Company or third persons;
  - 9.1.5. spreading computer viruses and undertaking other actions that could cause Company's System malfunctions, information damage or destruction and other damage to Company's system, equipment or information of the Company;
  - 9.1.6. organizing illegal gambling, illegal trading of stocks, indices, raw materials, currency (e.g. Forex), options, exchange-traded funds (ETF); providing of trade, investment or other services on currency exchanges, Forex markets and other electronic currency trading systems; engaging in illegal trades of tobacco products, alcohol, prescription drugs, steroids, weapons, narcotic substances and its attributes, pornographic production, unlicensed lottery, illegal software and other articles or products prohibited by the law;
  - 9.1.7. accepting payments in unregulated and/ or unsupervised virtual currency, buying, converting or managing it in any other way;
  - 9.1.8. providing services that are prohibited by the law or contradict public order and moral principles;
  - 9.1.9. disclosing passwords and other personalized safety features of Customer's Account to third persons and allowing other persons to use services under the name of the Customer.
- 9.2. The list of prohibited activities provided in Section 9.1 is not exhaustive. The Company reserves a right, in its sole discretion, to add/change categories of prohibited activities by adding/changing such categories either in these Terms and Conditions or publish the list on the Website.
  - 9.3. The Customer has an ability to acknowledge to the full list of prohibited activities prior opening of the Account or any time after accepting these Terms and Conditions on the Website.
  - 9.4. The Customer shall reimburse all damages, fines and other monetary sanctions applied to the Company due to non-observance or violation of the terms, including but not limited to, Section 9.1 of the Terms and Conditions due to fault of the Customer.

## **X. CONFIDENTIALITY**

- 10.1. During the term of the Terms and Conditions and thereafter, each party shall use and reproduce the other party's Confidential Information only for purposes of the Terms and Conditions and only to the extent necessary for such purpose and will restrict disclosure of the other party's Confidential Information to its employees, consultants, advisors or independent contractors with a need to know and will not disclose the other party's Confidential Information to any third party without the prior written approval of the other party.
- 10.2. Notwithstanding the foregoing, it will not be a breach of the Terms and Conditions for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or governmental investigation or proceeding.
- 10.3. The confidentiality obligations shall not apply to information that:
  - 10.3.1. is or becomes public knowledge through no action or fault of the other party;
  - 10.3.2. is known to either party without restriction, prior to receipt from the other party under the Terms and Conditions, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party;

10.3.3. either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or

10.3.4. information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

## **XI. PERSONAL DATA PROTECTION**

11.1. The processing of Customer's and/or User's data and provision of necessary consents are governed by the Privacy Policy which can be found in the <https://anypayment.eu> . By accepting these Terms and Conditions Customer acknowledges that he has read and understood the Privacy Policy of the Company.

11.2. Each party when acting as data processor shall process the personal data in accordance to the General Data Protection Regulation (GDPR) as well as in accordance with other applicable laws of personal data protection.

11.3. Where one party acts as the data controller of personal data processed by the other party as data controller, the data processor shall at all times follow the data controller's reasonable instructions with regards to the personal data processed.

## **XII. INTELLECTUAL PROPERTY**

12.1. Company's Website, the Services, the content, and all intellectual property therein (including but not limited to authors, patents, database rights, trademarks and service marks) are owned by the Company or third parties, and all right, title and interest therein and thereto shall remain the property of the Company and/or such third parties.

12.2. Website and Services may be used only for the purpose permitted by these Terms and Conditions.

12.3. The Customer may not duplicate, publish, modify, create derivative works from, do the reverse engineering, or in any way distribute or exploit the Website, the Services or any portion thereof for any public or commercial use without the express written consent of the Company.

12.4. The Customer shall not:

12.4.1. use any robot, spider, scraper or other automated device to access the Website or Services; or

12.4.2. remove or alter any author, trademark or other proprietary notice or legend displayed on the Website (or printed pages thereof).

12.5. Except as expressly stated, nothing in these Terms and Conditions shall grant or be deemed to grant to any party any right, title or interest in any logos, trademarks, trade names or other intellectual property licensed to that party by the other party.

12.6. Each party shall indemnify and hold harmless the other party and its employees and directors for and against any and all claims, losses, liabilities, costs expenses or damages (including reasonable legal fees) incurred by reason of any claim, demand, lawsuit or action by a third party (other than an employee or director of the indemnified party) resulting from an actual or alleged infringement of any third party intellectual property right in connection with material provided by the indemnifying party.

## **XIII. CHANGES TO THESE TERMS AND CONDITIONS**

- 13.1. The company has the right to unilaterally change and/or adjust the Terms and Conditions / Service Conditions / Rates, with the obligatory prior notification of the Customer, in accordance with the Section VIII of the Terms and Conditions, no less than 60 (sixty) calendar days. The text of abovementioned changes and/or adjustments is available for reviewing and printing on paper or another durable medium on the Company's Website and in the System.
- 13.2. Obligation to notify the Customer about the proposed changes is not applied such changes do not have any effect to the provisions of the Terms and Conditions / Service Conditions / Rates or the provisions as established in Article 13 of Law on Payments of the Republic of Lithuania.
- 13.3. If the Customer does not agree with the changes or additions to the Terms and Conditions / Service Conditions / Rates, the Customer is entitled to cancel the Service at any time or terminate the Agreement by notifying the Company in the order provided for in Section VIII of the Terms and Conditions, prior to their effective date with no additional Commission fees applied.
- 13.4. It shall be considered that the Customer agrees with the changes and the proposed changes shall enter into force on the specified enforcement date, if prior to the day of their enforcement the Customer does not notify the Company of his disagreement with the changes in a manner established in Section 13.3, therefore the Customer is no longer entitled subsequently to submit to the Company objections and/or claims regarding the content of such changes.
- 13.5. Changes in exchange rates shall be applied immediately and without notice if the changes are associated with the agreed reference exchange rates (if applicable). Changes in exchange rates which are more favourable to the Customer shall be applied without notice. Changes in the exchange rates used in Payment transactions shall be implemented and calculated in a neutral manner that does not discriminate against the Customer.
- 13.6. The Parties may agree on additional conditions not provided for by the Terms and Conditions / Service Conditions / Rates, or different from them, by entering into a written agreement, which becomes an integral part of the Terms and Conditions.

#### **XIV. TERMINATION OF CONTRATUAL RELATIONSHIP**

- 14.1. Contractual relationship between the Company and the Customer may be terminated in the following ways:
  - 14.1.1. by mutual agreement between the Parties;
  - 14.1.2. upon expiration of the period for which the Agreement was concluded, if the Agreement was concluded for a definite period;
  - 14.1.3. by termination notice given by one of the Parties for any of the reasons as specified in Section 14.2 – 14.3.
- 14.2. The Customer and the Company shall be entitled to terminate the Agreement concluded for an indefinite period at any time, unilaterally, without specifying the reasons:
  - 14.2.1. the Customer may terminate the Agreement notifying the Company about the termination of the Agreement by Durable Medium 30 (thirty) days before the date of termination of the Agreement, excluding the cases when laws of the Republic of Lithuania and / or the Agreement establish otherwise. The termination notice shall start to lapse from the first day of the delivery of a notice;
  - 14.2.2. the Company may terminate the Agreement notifying the Customer about the termination of the Agreement on paper or on another Durable Medium 60 days before the date of termination of the Agreement, excluding the cases when laws of the Republic of Lithuania

and/ or the Agreement establish otherwise. The termination notice shall start to lapse from the first day of the delivery of a notice.

- 14.3. The Customer or the Company shall be entitled to terminate any Agreement with the Company in writing with effect from the date of delivery of termination notice to the Company if:
- 14.3.1. the Company repeatedly and grossly violates the Agreement;
  - 14.3.2. the Company loses its authorisation to provide Services;
  - 14.3.3. such events occur on the Customer's side that may affect the discharge of liabilities towards the Company (initiation of a bankruptcy, restructuring, foreclosure, liquidation, or criminal proceedings, etc.).
- 14.4. If there are no Payment transactions on the Customer's Account for more than 12 consecutive months and the Customer's Account contains a zero balance (has no Electronic money), the Company shall have a right to terminate the Agreement in the order specified in Section 14.2.2 of the Terms and Conditions and close Account.
- 14.5. Termination of the Agreement shall be free of Commission for the Customer, unless the Agreement is terminated less than 6 (six) months after its entry into force. The Commission fee charged for the termination of the Agreement must be appropriate and in line with the Company 's costs.
- 14.6. The Customer shall pay the regular Commission fee charged for the Services proportionately until the day of termination of the Agreement. If the Commission was paid in advance, it shall be refunded proportionately.
- 14.7. Where the Customer terminates the Agreement, the Company free of charge must provide on paper or on another Durable Medium to the Customer the information on Payment transactions executed in the Account during the previous 36 (thirty-six) months, and where the Agreement entered into force 36 (thirty-six) months before – during the entire period of validity of the Agreement. The Company shall not be bound by the obligation specified in this Section, when the Customer voluntarily refuses to receive such information notifying the Company about that on paper or on another Durable Medium before the termination of the Agreement.
- 14.8. Termination of the Agreement shall not exempt the Customer from due discharge of all obligations to the Company arising before the day of its termination. Payment transactions initiated under the Agreement before its termination shall be completed in observance of provisions of the Agreement applicable before its termination, unless otherwise agreed by the Parties. Upon termination of the Agreement any financial obligation to the Customer will be fully discharged upon the final settlement to the account provided by the Customer.
- 14.9. Provided that the Customer terminates the Agreement and applies with the notice delete its Account from the System, or Company terminates the provision of Account services to the Customer and deletes Customer's Account from the System in cases provided in the Terms and Conditions the Company has the right to deduct from the repaid money the amounts that belong to Company (fees for services provided by Company and expenses which have not been paid by the Customer, including but not limited to, fines and damages incurred by Company due to a breach of the Agreement committed by the Customer, which have been imposed by international payment card organisations, other financial institutions and/or state institutions). In the event of a dispute between the Company and the Customer, the Company has the right to detain money under dispute until the dispute is resolved.

## **XV. GOVERNING LAW AND SETTLEMENT OF DISPUTES AND COMPLAINTS**

- 15.1. Terms and Conditions are drawn up in accordance with the law of the Republic of Lithuania. Relationships not covered by these Terms and Conditions are governed by the Applicable regulations.
- 15.2. The disputes between the Company and Customer shall be solved through negotiations. In the event of the failure to settle disputes by way of negotiations, they shall be settled before courts of the Republic of Lithuania in accordance with the procedure set out by laws of the Republic of Lithuania. Where the address (domicile) of the Customer, is outside the Republic of Lithuania, the disputes not settled by way of negotiations shall be adjudicated in accordance with the procedure established by laws of the Republic of Lithuania before a competent court of Vilnius City according to the domicile of the Company.
- 15.3. Where the Customer believes that the Company has infringed his rights or legitimate interests relating with Services provided by and/or contracts concluded with the Company, the Customer, in the first instance, must submit a written complaint to the Company stating the circumstances of the dispute and his claim in maximum detail. The Customer can submit a complaint by post or e-mail, specifying Customer's name, contact details, relevant information, which would indicate why the Customer reasonably believes that the Company violated the legal rights and interests of the Customer while providing the Services. The Customer can add other available evidence that justifies the need for such a complaint. If the Customer is a Consumer, then such claim must be submitted no later than 3 (three) months from the day when the Customer learned or should have learned about the violation of his rights or legitimate interests.
- 15.4. Upon receipt of a complaint from the Customer, the Company confirms receipt of the complaint and indicates the time limit within which the reply will be submitted. In each case, the deadline for submitting a reply may vary as it directly depends on the extent and complexity of the complaint filed, but the Company will make the maximum effort to provide the response to Customer within the shortest possible time, but not later than 15 (fifteen) Business days of the day of the receipt of the request, unless a different deadline is established by laws or other legal acts. The Company shall provide detailed, reasoned and documented answer in writing or using any other Durable medium.
- 15.5. Where due to reasons that are out of control of the Company the answer cannot be provided within the time period specified in the Section 15.4, the Company shall provide a non-exhaustive answer within this time limit and shall state the reasons for the late answer and the time limit within which the Customer will receive the answer and which, in any case, shall not exceed 35 (thirty-five) Business days from the receipt of the claim.
- 15.6. The claims shall be handled and disputes shall be settled free of charge in accordance with the procedure set out by the internal rules approved by the Company.
- 15.7. If the Customer, who is a Consumer, is not satisfied with Company's response or did not receive a response within the period specified in Section 15.5, the Customer has the right within 1 (one) year from the date of filing a claim to the Company, to submit a request to the institution of out-of-court settlement of disputes - the Bank of Lithuania, in the manner prescribed by the Applicable Regulations (address: Žalgirio st. 90, LT-09303, e -mail: [pt@lb.lt](mailto:pt@lb.lt), website: [www.lb.lt](http://www.lb.lt)).
- 15.8. An application can be submitted to the Bank of Lithuania in one of the following ways:
  - 15.8.1. through an Electronic Government Portal – an electronic dispute resolution tool;
  - 15.8.2. by filling out a user application and sending it to the Supervisory Service of the Bank of Lithuania:
    - (a) address: Žalgirio st. 90, LT-09303, Vilnius, the Republic of Lithuania;

- (b) e-mail: [pt@lb.lt](mailto:pt@lb.lt);
- 15.8.3. by drafting a free-form application and mailing it to the Supervisory Service of the Bank of Lithuania:
  - (a) address: Žalgirio st. 90, LT-09303, Vilnius, the Republic of Lithuania;
  - (b) e-mail: [pt@lb.lt](mailto:pt@lb.lt);
- 15.8.4. More information is available here: <https://www.lb.lt/lt/daugiau-apie-gincius-su-finansiniu-paslaugu-teikeju>.
- 15.9. The Customer shall have a right to lodge a complaint with the supervisory authority of the Company – the Bank of Lithuania concerning an alleged infringement of the laws regulating financial market by Company in writing or in electronic form. Below please find the main requisites of the Bank of Lithuania:
  - 15.9.1. address: Totorių st. 4, LT-01121 Vilnius, the Republic of Lithuania, fax: +370 5 2680038, e-mail: [info@lb.lt](mailto:info@lb.lt).
  - 15.9.2. address: Žalgirio st. 90, LT-09303, Vilnius, the Republic of Lithuania, fax: +3705 2615665, e-mail: [pt@lb.lt](mailto:pt@lb.lt).
- 15.10. More information is available here: <https://www.lb.lt/lt/kontaktai#group-464>.

## **XVI. FINAL PROVISIONS**

- 16.1. The Terms and Conditions including all schedules and other documents referred to herein, represents the entire agreement of the Parties in relation to its subject matter. Each party acknowledges that it has entered into the Agreement in reliance only on the representations, warranties, promises and terms contained in the Terms and Conditions and, save as expressly set out in the Terms and Conditions, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the date of the Terms and Conditions unless it was made fraudulently.
- 16.2. Terms and Conditions are drawn up in accordance with current Applicable regulations.
- 16.3. During the provision of the Services the Company may act as a partner of other payment service providers by collecting the required data, forwarding them to such service providers and / or concluding contracts with the Customers for the provision of such services on their behalf.
- 16.4. Customer may not transfer or assign any rights or obligations he may have under the Terms and Conditions without the Company's prior written consent. The Company reserves the right to transfer or assign the Terms and Conditions and all rights or obligations under the Terms and Conditions without notice and without Customer's consent. The foregoing does not apply if either party changes its corporate name.
- 16.5. If any part of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.