

## PAYMENT SERVICE RULES OF ŠIAULIŲ BANKAS

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#### I. GENERAL PROVISIONS

- 1.1.** *Payment Service Rules of Šiaulių Bankas* (hereinafter, *Payment Rules*) have been drawn up in accordance with the legislation of the Republic of Lithuania and European Union regulating the provision of Payment Services and execution of Payment Transactions in Bank divisions by means of Electronic Channels or Payment Instruments.
- 1.2.** The *Payment Rules* regulate the general rules, terms and conditions of the provision of Payment Services, execution of Payment Transactions, servicing of Customers' accounts in the Bank, as well as rights, obligations and liability of the Customers and the Bank in connection with Payment Services.
- 1.3.** The *Payment Rules* apply to all business relationships between the Customer and the Bank related to the provision of Payment Services regardless of Payment Services of the Bank used by the Customer.
- 1.4.** The Bank unilaterally determines the terms and conditions of the *Payment Rules*. When the Customer uses Payment Services, the version of the *Payment Rules* valid on the day of provision of *Payment Services* shall apply to the Customer.
- 1.5.** In addition to the *Payment Rules*, business relationship between the Parties related to the provision of services of the Bank is also subject to the *General Rules*, Agreements on the provision of the respective services concluded by the Bank and the Customer, and the *Terms of Service* (if applicable).
- 1.6.** The Customer shall read the *Payment Rules*, *Service Rates* and *Terms of Service* before concluding the Agreement or, where the Agreement has already been concluded, before using the services of the Bank (e.g., before submitting a Payment Order).
- 1.7.** The Customer can access the *Payment Rules*, *Service Rates* and *Terms of Service* on the website of the Bank or in customer service units of the Bank. At the Customer's request, a copy of the *Payment Rules* and *Terms of Service* may be provided to the Customer.
- 1.8.** The *Payment Rules* are an integral part of the Agreement concluded between the Bank and the

Customer on the provision of a specific payment service or a one-off transaction.

- 1.9. Other terms of application, interpretation and amendment of the *Payment Rules* are provided in the *General Rules*.

## II. TERMS AND DEFINITIONS

- 2.1. **Bank** – Stock Company Šiaulių Bankas, registration number 112025254, office address: Tiližės g. 149, LT-76348, Šiauliai, Republic of Lithuania. Email address of the Bank: [info@sb.lt](mailto:info@sb.lt), address of the Bank's electronic parcel box in the national postal network for electronic parcel delivery: **112025254**; telephone number of the Remote Customer Service Centre of the Bank: 1813 (+370 37 301 337 for calls from abroad), email address for customer inquiries: [kc@sb.lt](mailto:kc@sb.lt). The Bank holds a licence No. 7 issued by the Bank of Lithuania which gives it the right to provide all licensed financial services. The Bank is registered in the Register of Legal Entities of the Republic of Lithuania.
- 2.2. **Bank Business Day** – the day and time when the Bank's customer service unit providing services to customers is opened, as well as the day or time set by the Bank when the Bank performs activities necessary for the execution of a specific Payment Transaction or provision of a specific Payment Service in which the Bank is involved. The Bank may set different business days and times for the execution of different Payment Transactions and/or provision of different payment and related services. The Bank's business days and times for providing specific Payment Services specified in the *Service Rates* or specific *Terms of Service* are also published on the website of the Bank.
- 2.3. **Website of the Bank** – the Bank's website at [www.sb.lt](http://www.sb.lt).
- 2.4. **General Agreement** – any bank account or other agreement in which the Customer and the Bank agree on the terms and conditions for opening, using, servicing and closing the Account.
- 2.5. **General Rules** – the *General Service Rules of Šiaulių Bankas* approved by the Bank, setting forth the general procedure for the provision of the Bank's services to the Customers. The *General Rules* are available on the website of the Bank and in customer service units of the Bank.
- 2.6. **Electronic Channels** – the Bank's Internet Bank, mobile application, SMS Bankas, contract information system, electronic system for online trading in securities or other electronic channels for the provision of the Bank's services that allow Customers to conclude transactions, perform payment transactions, exchange information with the Bank and use other Bank's services by means of distance communication.
- 2.7. **Beneficiary** – a legal entity or natural person indicated in the Payment Order as a recipient of the Payment Transaction funds.
- 2.8. **Statement** – a document of the Bank that provides information about the Payment Transactions performed in the Account over a certain period of time.
- 2.9. **Law** – Law on Payments of the Republic of Lithuania.
- 2.10. **Customer** – a natural person or legal entity that uses or has expressed the wish to use Payment Services of the Bank as the Payer and/or Beneficiary.
- 2.11. **Commission Fee** – a fee charged by the Bank for a Payment Transaction and/or related services, as well as services related to the Account or services received by the Customer from the Bank. Commission Fee rates are provided in the *Service Rates* or Agreements.
- 2.12. **Credit Limit** – a credit limit granted by the Bank for a certain term in the Account, which the Customer may use under the conditions specified in the General Agreement or other Agreement for the provision of services.
- 2.13. **Credit Transfer** – a Payment Service, where the Bank transfers funds from the Payer's account to the Beneficiary's account according to the Payment Order received. If Credit Transfer is performed in euro in the Republic of Lithuania or to other SEPA countries, such Credit Transfer is treated as a SEPA Credit Transfer. In all other cases, the Credit Transfer is considered a Non-SEPA Credit Transfer.
- 2.14. **Payment Initiation Service Provider** – a Payment Service provider that provides the payment initiation service, i.e., where, at the Payer's request, the Payment Order is initiated through the Payment Initiation Service Provider from the Payer's account in the Bank.
- 2.15. **Payment Order** – an instruction of the Payer or the Beneficiary to the Bank to execute the Payment Transaction.
- 2.16. **Payment Transaction** – a payment, transfer or withdrawal of funds initiated by the Payer, on the Payer's behalf, or by the Beneficiary.
- 2.17. **Authorisation of Payment Transaction** – authorisation/confirmation provided using the Payer's Authentication Tools for the execution of the Payment Transaction.
- 2.18. **Payment Services** – payment services provided by the Bank as defined in the Law, i.e., cash deposits to the Account, cash withdrawals from the Account and all transactions related to the servicing of the Account, Credit Transfers, periodic credit transfers, issuance of Payment Instruments and processing of Payment Transactions performed with Payment Instruments, money remittances and other payment services provided for in the Law or Articles of Association of the Bank.
- 2.19. **Payment Service Provider** – the entity providing payment services to the Payer or the Beneficiary (bank, credit institution, payment or other institution).
- 2.20. **Payment Instrument** – a payment card or other personalised instrument issued by the Bank and/or certain procedures agreed on by the Customer and the Bank and used by the Customer

- to initiate the Payment Order or receive other services.
- 2.21. Payer** – a natural person or legal entity that has an Account and authorises a Payment Transaction from such Account based on a Payment Order, or a natural person or legal entity that submits a Payment Order for a Payment Transaction without having an Account in the Bank.
- 2.22. Basic Interest Rate** – the basic interest rate specified by a source publicly available to both Parties, which is used to calculate the amount of interest (e.g., EURIBOR). Links to public sources publishing basic interest rates are available on the website of the Bank.
- 2.23. Main Account** – an Account opened on the basis of the General Agreement in the name of a Consumer legally residing in a Member State. The Payment Services included in the Main Account service are specified in the Law. This account is also subject to the Commission Fee provided for in the Law. A Consumer legally residing in a Member State shall be understood as defined in the Law.
- 2.24. Reference Exchange Rate** – a currency exchange rate set by the Bank for cash and non-cash (i.e., funds held in the Account) currency exchange at which currency is exchanged, except where the *Terms of Service* provide otherwise. Reference Exchange Rates for currencies purchased and sold by the Bank are available on the website of the Bank.
- 2.25. Service Rates** – fees approved by the Bank for the services provided and transactions executed by the Bank, which are available on the website of the Bank or in the customer service units of the Bank. In the Agreements on individual services, the *Service Rates* are also referred to as Standard Rates or Price List; if the Parties agree on the amount of the contractual remuneration in the Agreement or in a separate agreement (either oral or written), such rates shall also be referred to as the *Contractual Rates*. The term *Service Rates* used in the *Payment Rules* includes the *Service Rates*, *Standard Rates*, *Price List* and *Contractual Rates*.
- 2.26. Service Plan/Payment Service Package** – a set of services and transactions provided/executed by the Bank, the contents of which are defined by the Bank. The Bank and the Customer shall agree on the application of such plan/package, and it shall be subject to a fixed Commission Fee charged by the Bank.
- 2.27. Terms of Service** – the general terms and conditions for the provision of the specific services or the sale of the specific products of the Bank, which shall not be signed by the Customer, and which are available on the website of the Bank or in customer service units of the Bank.
- 2.28. Supervisory Authority** – the Bank of Lithuania, registration No. 188607684, correspondence address: Totorių g. 4, LT-01121 Vilnius, website address: [www.lb.lt](http://www.lb.lt), which, in accordance with the procedure established by the legal acts of the Republic of Lithuania, supervises the activities of the Bank and resolves disputes arising between the Bank and the Consumer in connection with the provision of financial services.
- 2.29. Account** – an account opened in the Bank in the name of the Customer or several Customers (co-owners), which is used to perform Payment Transactions and/or hold funds. There are various types of accounts – bank, deposit, trust, investment, accumulation, savings, etc. The term Account in the *Payment Rules* also includes the term Main Account, unless expressly provided otherwise.
- 2.30. Account Information Service Provider** – a Payment Service Provider that provides account information service, i.e., presents, at the Customer's request, consolidated information online about one or several accounts held by the Customer with the Bank or with other Payment Service Providers.
- 2.31. Agreement** – a generic term that includes the Main Agreement, Single Payment Agreement or other service agreements related to payment services, e.g., Automatic E-Invoice Payment Agreement, Payment Card Agreement, Periodic Credit Transfer Agreement, etc.
- 2.32. Authentication Tool** – a signature of the Customer or the Customer's representative, qualified electronic signature generated by means of instruments issued by the Bank or third parties acceptable to the Bank (mobile signature, SMART-ID), as well as identification code assigned/issued to the Customer (PIN, generator code), password created by the Customer (e.g., In the Secure Online Payment Application), biometric data stored on or read by the Customer's smart device (e.g., fingerprint), or other tools (passwords, codes, keys, cards, etc.) used in the manner agreed by the Bank and the Customer for the identification/authentication of the Customer or the Customer's representative, authorisation of Payment Transactions and conclusion of transactions. The Bank shall not assume liability for the functioning, validity and use of an electronic signature that has not been issued by the Bank; therefore, the Customer is obliged to personally get acquainted with the rules and procedures set forth by the issuer of the electronic signature and comply with the applicable requirements.
- 2.33. Unique Identifier** – the Account number issued to the Customer by the Bank in accordance with the International Bank Account Number (IBAN) standard, which is used to unambiguously identify the Customer participating in the Payment Transaction and his/her Account.
- 2.34. Foreign Country** – a country that is not a Member State of the European Union and a country that is not a state of the European Economic Area (EEA).
- 2.35. Member State** – a Member State of the European Union or a state of the European Economic Area (EEA).
- 2.36. Consumer** – a natural person (Customer) who uses Payment Services provided by the Bank under the Agreement for personal, family,

household, but not for business or professional needs.

- 2.37. Single Payment Agreement** – an Agreement, also referred to as one-off Payment Order, which is concluded when the Customer wishes to perform a one-off Payment Transaction. In the event of a one-off Payment Transaction, the General Agreement shall not be concluded, and the Customer shall not be required to open/have an Account.

### III. CONCLUSION, AMENDMENT, VALIDITY AND TERMINATION OF THE AGREEMENT

#### 3.1. General Agreement

3.1.1. The General Agreement is concluded when the Customer wishes to open an Account with the Bank and/or perform one-off or recurrent Payment Transactions that require having an Account. The General Agreement is concluded in the Lithuanian, English or Russian language. If the Customer agrees to cover translation costs, a copy of the General Agreement translated into another language may be provided. The General Agreement is deemed concluded once the Bank and the Customer have agreed on the terms of opening the Account, the Payment Transactions performed, and once they have signed the respective General Agreement or submit an approval for the opening of the Account through Electronic Channels, except for the case specified in sub-paragraph 3.1.3, when the signing/approval of the General Agreement is not required.

3.1.2. The Bank may refuse to conclude the General Agreement, if the conclusion thereof would be contrary to the mandatory statutory requirements, or the Bank does not have the means to ensure compliance with such requirements, or other conditions provided for in the *General Rules* exist.

3.1.3. If the funds are received on behalf of the Customer in a currency other than the currency of the Account, the Bank has the right (but is not required) to assign a new currency to the Customer to credit the funds received with the same Unique Identifier without a separate request of the Customer.

3.1.4. The General Agreement is valid for an indefinite period of time, unless otherwise specified therein.

3.1.5. The Bank has the right to unilaterally amend the terms and conditions of the General Agreement having informed the Customer thereof as set out in the *General Rules* not later than sixty (60) calendar days in advance, unless there are circumstances in which other time limits for notification provided for in the *General Rules* apply. Should the Customer inform the Bank before the effective date of changes to the General Agreement that he/she does not accept the changes, the Customer shall have the right to terminate the General Agreement. The Customer is required to notify the Bank of the termination of the General Agreement in writing or through the

Electronic Channels. The Customer shall be deemed to have accepted the changes and the changes shall take effect on the specified effective date if the Customer did not inform the Bank that he/she does not accept the changes before the effective date thereof. Termination of the General Agreement shall serve as grounds to close the Account.

3.1.6. The Customer may terminate the General Agreement at any time by informing the Bank thereof in writing, unless the *Payment Rules* or the applicable legislation provide otherwise. Upon termination of the General Agreement, the Customer shall remain obliged to pay the Bank for the services duly provided to the Customer by the Bank. In the event that the General Agreement is terminated during the promotion period of the service provided to the Customer (where the Account is required), the Customer shall be obliged to return to the Bank the discounts granted to the Customer during the promotion period or amounts paid by the Bank to third parties on behalf of the Customer.

3.1.7. Upon termination of the General Agreement, unless less than six (6) months have elapsed from the date of its effective date, or upon termination of the General Agreement before the effective date of its amendments, as provided in sub-paragraph 3.1.5, the Customer shall not be charged any Commission Fee. In other cases, the Customer shall pay to the Bank the Commission Fee for the termination of the General Agreement specified in the *Service Rates* (if applicable).

3.1.8. The Account may not be closed at the Customer's request if it is linked to other services used by the Customer, where such services could not be provided without the Account (e.g., an Account Crediting Agreement, Automatic E-Invoice Payment Agreement has been concluded, a Payment Instrument has been issued, etc.).

3.1.9. The Bank may unilaterally terminate the Agreement and close the Account, if:

3.1.9.1. there are no funds in the Customer's Account for more than one year;

3.1.9.2. the Account is inactive, i.e., no Payment Transactions have been performed on the Customer's Account for more than one year (transactions do not include exchange rate conversions, payment of interest on the Bank account balance, payment of fees specified in the *Service Rates*, etc.);

3.1.9.3. the validity of the General Agreement is contrary to the statutory requirements or creates other negative consequences for the Bank which it could not have foreseen at the time of conclusion of the General Agreement and which could not be controlled or avoided if the General Agreement remained valid;

3.1.9.4. the Customer commits a material breach of the General Agreement and fails to eliminate the breach within the term specified by the Bank;

3.1.9.5. the continued validity of the General Agreement is not possible due to

objective reasons (for example, the Bank terminates the provision of payment services or certain payment services directly related to the General Agreement, or is unable to provide such services due to other reasonable circumstances);

3.1.9.6. there are circumstances provided for in the *General Rules* that give the Bank the right to suspend the provision of some or all Payment Services and/or terminate the General Agreement.

3.1.10. The Bank shall inform the Customer of the termination of the General Agreement in writing or through the Electronic Channels not later than sixty (60) calendar days in advance; if the Customer is not a Consumer, the Customer shall be informed at least thirty (30) calendar days before the termination date of the General Agreement. In the cases provided for in the *General Rules*, the Bank may deviate from the terms specified herein and terminate the General Agreement by giving the Customer a shorter notice.

3.1.11. The Bank shall have the right to terminate the General Agreement even if a seizure of funds available on the Account has been registered or other restrictions of the disposal of the funds apply.

3.1.12. Upon termination of the General Agreement, the balance available on the Customer's Account shall be paid out in cash or, at the instruction of the Customer, transferred to another Account; if no such instruction has been received from the Customer, the Bank shall transfer the funds to the internal account of the Bank and shall close the Customer's Account. If upon termination of the business relationship, the Customer fails to transfer the funds to any other account, the Bank shall charge a funds administration fee specified in the *Service Rates* for the safekeeping of the Customer's funds. The Customer's funds shall be paid out from the internal account of the Bank to the Customer or other third parties at any time upon submission of a written request to the Bank. Upon closing the Account, the provision of other services of the Bank related to the Account, where such services cannot be provided without having an Account (e.g., automatic payment of e-invoices, periodic credit transfer service, Payment Instrument, etc.) shall be terminated.

3.1.13. Payment Transactions initiated under the General Agreement before its termination date shall be executed, unless the Parties agree otherwise, or the Bank is unable to execute the Payment Transaction on other grounds.

3.1.14. The Customer shall pay the Commission Fee charged regularly for Payment Services in proportion to the period remaining until the date of termination of the General Agreement. If the Commission Fee has been paid in advance, it shall be refunded proportionately.

3.1.15. Where the Consumer terminates the General Agreement in relation to the bank account, the Bank shall issue free of charge a

written or electronic (through Electronic Channels) information (Statement) about the Payment Transactions performed on the Account over the past 36 months; if less than 36 months have elapsed from the effective date of the Bank Account Agreement, the Statement shall be issued for the entire effective period of the Bank Account Agreement. This information shall not be provided to the Consumer if the Consumer waives the right to receive such information by informing the Bank thereof in writing or through Electronic Channels before the termination date of the Bank Account Agreement. If the Customer terminating the General Agreement in relation to the bank account is not a Consumer, the information referred to herein shall not be provided.

3.1.16. At the beginning of each calendar year, the Bank shall provide the Consumer free of charge with a report on the total Commission Fee related to the Bank Account for the previous year; the report shall be provided on the Internet Bank account of the Consumer or in the mobile application of the Bank. If the Consumer does not use the Internet Bank or the mobile application of the Bank, the report on the Commission Fee shall be sent to the email address specified by the Consumer. The Consumer may also receive the report on the Commission Fee free of charge at any Bank branch not later than before the end of the current calendar year. Upon termination of the General Agreement in relation to the Bank Account, the Consumer shall receive the report on the Commission Fee for the period from the beginning of the calendar year to the termination date of the Bank Account Agreement.

3.1.17. If the Customer's Account is subject to third-party restrictions (e.g., seizures), the Bank shall have the right to refuse to conclude a new General Agreement with the Customer and open a new Account for the Customer.

3.1.18. The Bank shall have the right to require that when concluding a Term Deposit, Surety, Guarantee Agreement for securing the fulfilment of obligations of third parties to the Bank, or an Agreement for other services of the Bank, the Consumer has a limited-use payment account for the administration of that service.

## 3.2. Single Payment Agreement

3.2.1. A Single Payment Agreement is concluded if the Customer wishes to perform a one-off Payment Transaction, for the performance of which the Bank does not require opening an Account, e.g., cash remittance service. A Single Payment Agreement is concluded in the Lithuanian language.

3.2.2. Payment Services under Single Payment Agreements are provided only in the customer service units of the Bank.

3.2.3. A Single Payment Agreement is deemed concluded once the Bank and the Customer have agreed on the terms of a one-off Payment Transaction and signed the Single Payment

Agreement (Payment Order form), where the Bank provides and introduces the Customer to:

3.2.3.1. the exact information required for properly initiating and executing the Payment Order (i.e., details of the Payer and the Beneficiary, the amount payable, payment or other identification code or purpose specified by the Payer, if they are requested by the Beneficiary);

3.2.3.2. Unique Identifier that must be specified by the Payer so that the Payment Order can be properly executed;

3.2.3.3. the Commission Fee payable by the Payer to the Bank.

3.2.4. The Single Payment Agreement remains valid until the Payment Transaction has been fully executed.

### 3.3. Basic Payment Account

3.3.1. The Bank offers the Basic Payment Account service to Consumers legally residing in the country. The Consumer shall be required to present documents in support of the Consumer's professional, economic, social or personal ties with the Republic of Lithuania as well as evidence that he/she is not using the Basic Payment Account service of other Payment Service Providers operating in Lithuania.

3.3.2. Not later than within 10 business days from the date of receipt of the Consumer's application and all necessary information, the Bank shall take a decision to open the Basic Payment Account and conclude the General Agreement with the Consumer or shall refuse to open the account.

3.3.3. The Bank shall open the Basic Payment Account in euro unless the Bank and the Consumer agreed on a different currency.

3.3.4. The Bank shall have the right to refuse to open the Basic Payment Account, if:

3.3.4.1. the Consumer already has a Basic Payment Account with a Payment Service Provider operating in the Republic of Lithuania;

3.3.4.2. the Consumer failed to provide evidence of his/her professional, economic, social or personal ties with the Republic of Lithuania;

3.3.4.3. opening the Basic Payment Account would be contrary to the *Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania*;

3.3.4.4. the Customer's Account opened under the General Agreement is subject to third-party restrictions (e.g., seizures). In such event, the Bank shall have the right to refuse to open the Basic Payment Account for the Customer.

3.3.5. Having refused to open the Basic Payment Account, the Bank shall inform the Consumer thereof and specify the reasons of such refusal, unless notification to the Consumer would be contrary to the purposes of the *Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania*.

3.3.6. The Consumer holding an Account with the Bank shall have the right to change this Account to the Basic Payment Account, retaining the

Unique Identifier, and shall have the right to change the Basic Payment Account to a regular bank Account free of charge.

3.3.7. Payment Services and Payment Transactions included in the Basic Payment Account service, and the Commission Fee charged for the Basic Payment Account are specified in the *Service Rates*. The Commission Fee shall be charged regardless of whether the Consumer uses all or only part of Payment Services and performs all or only part of Payment Transactions included in the Basic Payment Account service.

3.3.8. Should the Consumer exceed the specified amount of services and Payment Transactions included in the Basic Payment Account or the permitted maximum amount of cash to be withdrawn over one calendar month, the Bank shall charge a Commission Fee specified in the *Service Rates* on the number of Payment Transactions or the withdrawn amount of cash exceeding the specified limits.

3.3.9. Consumers receiving social benefits granted to low-income citizens under the *Law on Cash Social Assistance for Poor Families and Single Residents* (hereinafter, socially disadvantaged Consumers), shall be charged a Commission Fee for the Basic Payment Account service that is 50 per cent lower than the maximum Commission Fee.

3.3.10. The Bank shall identify socially disadvantaged Consumers based on the information available in the Information System of Social Assistance to Families, which is received at least once a calendar month. The Bank shall charge the reduced Commission Fee from the date on which the Consumer is included in the database of the Information System of Social Assistance to Families and as long as the socially disadvantaged Consumer remains registered in the database.

3.3.11. The Commission Fee charged on the Basic Payment Account shall be debited from the Basic Payment Account on the last calendar day of each month. Payment of the Commission Fee for other Payment Services provided by the Bank shall be made in accordance with Section 4 of the *Payment Rules*.

3.3.12. Should the Supervisory Authority set a new maximum Commission Fee for the Payment Services and Payment Transactions included in the Basic Payment Account service and/or change the Payment Services and Payment Transactions included in the Basic Payment Account or the number thereof, the Bank shall review and, if changes are necessary, unilaterally change the package of Payment Services and Payment Transactions included in the Basic Payment Account service and/or the Commission Fee charged on the Basic Payment Account, and shall apply the changes not later than on the date of the Supervisory Authority's decision introducing the new Payment Services and Commission Fee.

3.3.13. The Bank shall have the right to unilaterally terminate the General Agreement in relation to the Basic Payment Account, if at least one of the following circumstances exists:

3.3.13.1. the Consumer has breached the provisions of the *Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania* concerning the measures of prevention of money laundering and/or terrorist financing or otherwise knowingly used the Basic Payment Account for illegal purposes;

3.3.13.2. no Payment Transactions have been performed in the Basic Payment Account for more than 24 consecutive months;

3.3.13.3. the Consumer presented false information for the purpose of opening the Basic Payment Account;

3.3.13.4. the Consumer is no longer considered a Consumer legally residing in the Member State;

3.3.13.5. it is found that the Consumer holds another payment account with a Payment Service Provider operating in the Republic of Lithuania, which gives him/her access to the Basic Payment Account service;

3.3.13.6. there are circumstances provided for in the *General Rules* that give the Bank the right to suspend the provision of Payment Services and/or terminate the General Agreement.

3.3.14. Having decided to terminate the General Agreement in relation to the Basic Payment Account pursuant to sub-paragraphs 3.3.13.2, 3.3.13.4 and 3.3.13.5, the Bank shall inform the Consumer thereof in writing, in a manner acceptable to the Bank, not later than 2 months before the termination of the General Agreement in relation to the Basic Payment Account, unless such notification would be contrary to the objectives of national security or public order. Where the circumstances provided for in sub-paragraphs 3.3.13.1, 3.3.13.3 and 3.3.13.6 exist, the General Agreement shall be terminated with immediate effect and the Consumer shall be notified thereof.

3.3.15. The Bank may choose not to terminate the General Agreement as set out in sub-paragraph 3.3.13, and to change the Basic Payment Account to an Account, if the circumstances provided for in sub-paragraphs 3.3.13.3–3.3.13.5 exist, and, from the date of such change, to charge the Commission Fee on the Payment Services provided or Payment Transactions executed as specified in the *Service Rates*.

#### **IV. COMMISSION FEE, PAYMENT OF INTEREST, CHANGING INTEREST RATE AND CURRENCY**

4.1. For Payment Transactions executed or services provided by the Bank, the Customer shall pay to the Bank a Commission Fee set by the Bank and applicable on the date of the Payment Transaction or the respective service, which shall be specified

in the *Service Rates* and/or the Agreement and/or the Payment Order. In case of a Payment Transaction, where the Customer is charged a Commission Fee by both the Bank and other party involved in the execution of the Payment Transaction (e.g., correspondent bank, payment service provider of the beneficiary, when OUR payments are made, etc.), the Customer shall be charged an additional foreign bank fee specified in the *Service Rates*. The Commission Fee shall be paid/debited from the Account at the moment of execution of the Payment Transaction or provision of the Payment Service, or immediately after the provision of the Payment Service, unless these *Payment Rules*, *Service Rates* or *Terms of Service* provide otherwise.

4.2. The Bank shall have the right to debit the Commission Fee from the Customer's Account without a separate consent of the Customer. The Customer shall ensure sufficient funds in the Account for the payment/debiting of the Commission Fee. If there are insufficient funds in the Account for the payment/debiting of the Commission Fee, the Bank shall have the right to debit the Commission Fee from other Accounts opened by the Customer in the Bank (if the Customer holds several Accounts with the Bank) or from the Credit Limit granted to the Customer (if any). If there are no funds in these Accounts, the Bank shall have the right to refuse to execute the Payment Transaction and/or provide the service. If the Bank has executed the Payment Transaction or provided the service and the funds in the Account are not sufficient for the payment of the Commission Fee, the Bank shall debit the Commission Fee for the Payment Transaction or the service at any later time when funds are credit to any of the Customer's Accounts.

4.3. The Bank may withdraw the Commission Fee for the Payment Transaction payable by the Customer/Beneficiary from the amount transferred to the Customer/Beneficiary prior to crediting it to the Customer's/Beneficiary's Account if this is separately agreed by the Parties.

4.4. Upon an instruction of the Bank, the Customer shall pay the Commission Fee in cash before performing the Payment Transaction or receiving the service from the Bank.

4.5. The Commission Fee shall be paid in the currency specified in the *Service Rates* and/or the Agreement. Fees charged by foreign Payment Service Providers shall be debited from the Customer's Account in the currency specified/provided by foreign Payment Service Providers.

4.6. If the Bank applies Contractual Rates to the Customer for the use of Payment Services and it is found that the Customer's behaviour or activities create financial, operational, or reputational risk for the Bank, or communication with the Customer becomes unconstructive, the Bank shall unilaterally suspend the application of Contractual Rates to the Customer and shall be charging the

- Commission Fee specified in the *Service Rates* from the date specified in the respective notice.
- 4.7.** Irrespective of the Payment Transactions performed and/or restrictions applied to the Account, the Customer shall pay to the Bank the Account service fee specified in the *Service Rates* which shall be debited by the Bank from the Customer's Account on the last calendar day of each month. If there are insufficient funds for the debiting of the Account service fee, the fee shall be debited as set out in paragraphs 4.2 and 4.8.
- 4.8.** If there are insufficient funds in the Account for the payment/debiting of the Commission Fee in the currency specified in the *Service Rates* and/or the Agreement, the Bank may apply the Reference Exchange Rate and convert the currency of the funds available in the Account to the currency specified in the *Service Rates* and/or the Agreement.
- 4.9.** The *Service Rates* may provide, or the Bank and the Customer may agree in writing that the Bank shall pay to the Customer interest on the funds held in the Account. If the Bank pays interest to the Customer, such interest shall be calculated on the balance available in the Account, which shall be determined on a daily basis after the last Payment Transaction performed in the Account on the respective day. Interest shall be calculated using the following formula: *the amount of funds x interest rate / 100 / actual number of days in the year (365 or 366) x 30 (if interest is calculated for part of a month, the actual number of days of that month is used instead of 30)*. When calculating the amount of interest payable to the Customer, a month shall be deemed to have thirty (30) days and a year – the actual number of days. On the 30<sup>th</sup> day of each month (on the last day of February), the amount of interest rate calculated for the calendar month shall be transferred to the Customer's Account. If the Bank applies/calculates negative interest for the Customer, such negative interest shall be calculated on the balance available in the Account as set out in the *Service Rates*; the balance shall be determined on a daily basis after the last Payment Transaction performed in the Account on the respective day. Interest shall be calculated each day using the following formula: *the amount of funds x interest rate / 100 / 360*. Negative interest calculated for the current month shall be debited from the Customer's Account before the 10<sup>th</sup> day of the following month.
- 4.10.** If the Consumer is non-resident (not a permanent resident of Lithuania as defined in the Law on Personal Income Tax of the Republic of Lithuania (hereinafter, the LPIT)), upon payment of interest to the Consumer, the Bank shall unilaterally and without separate notice deduct and pay to the budget of the Republic of Lithuania personal income tax payable on the interest received by the Consumer who is non-resident as set out in the LPIT. If Consumers are co-owners and their residence status specified in the Agreement is different, the Bank shall calculate personal income tax and pay it to the budget of the Republic of Lithuania only on the amount of interest payable under the Agreement to the Consumer who is non-resident.
- 4.11.** If, upon execution of a Payment Transaction, the Bank pays out funds from the Account or allows initiating the Payment Transaction without checking whether there are funds in the Account (overdraft or exceeding the balance, as regulated by the applicable legislation), it shall be recognised that the Bank provides the Customer with a credit in the respective amount as of the moment of disbursement of funds, which the Customer shall be required to repay to the Bank. For the overdraft granted and used, the Customer shall pay to the Bank interest provided for in the Agreement (in the *Service Rates*, if not provided in the Agreement) which shall be charged on a daily basis until the credit used is repaid to the Bank. If the Bank has granted a Credit Limit to the Customer, it shall be deemed that the Customer has a debt to the Bank (exceeded the balance available in the Account), when the Credit Limit granted to the Customer is exceeded. The Customer shall pay to the Bank interest calculated on the exceeded balance during the current calendar month on the 30<sup>th</sup> day of each calendar month (if there is no such day in the month, on the last day of the month). Interest shall be paid in the currency of the Account.
- 4.12.** The Bank shall apply the new Reference Exchange Rate and the new Basic Interest Rate immediately and without separate notice. The Customer can find information on the Reference Exchange Rate introduced, changed, and published by the Bank, and changes to the Basic/Base Interest Rate published in publicly available sources on the website of the Bank or in customer service units of the Bank.
- 4.13.** Prior to using the currency exchange service, the Customer shall become acquainted with the Commission Fee charged on the currency exchange service and the currency exchange rate applicable upon exchanging the currency. Once the currency exchange service has been provided, the Customer shall be deemed to have agreed with the Commission Fee and the currency exchange rate.
- 4.14.** Customers using Payment Instruments may be charged additional fees applicable by trading companies or service providers; the Bank shall not be liable for the application of such fees.
- 4.15.** If the Payer withdraws from an ATM cash in a currency of a Member State (other than euro) or pays for goods and services in a currency of a Member State (other than euro) and uses a Payment Instrument (payment card) intended for payments in euro, immediately after the reservation of funds of the Payment Transaction, the Bank shall notify the Payer via the mobile application about the currency conversion fee applied in accordance with the official rate of the European Central Bank. The same notification shall be sent to the Payer again (once a month), if



the Bank receives from the Payer a Payment Order in the same currency. The Payer shall have the right to choose not to receive such notifications by disabling them in the mobile application of the Bank. Notifications referred to herein shall not be sent to Payers who are not Consumers. More information about currency conversion upon payment by card is available on the website of the Bank.

- 4.16. The Bank offers packages of Payment Services related to the Account. Once the Customer has chosen a Payment Service Package and subscribed to a Service Plan, the Customer shall pay to the Bank a Commission Fee applicable to the respective Service Plan, regardless of whether the Customer used all or part of Payment Services included in the Payment Service Package during the relevant calendar month. Should the Customer exceed the amount of services or the number of Payment Transactions included in the Payment Service Package, or the permitted maximum amount of cash to be withdrawn over one calendar month, the Customer shall pay to the Bank a Commission Fee specified in the Service Rates for each additional Payment Service, Payment Transaction or the withdrawn amount of cash exceeding the specified limits. The terms of application, change and cancellation of the Payment Service Package are available on the website of the Bank.

## V. GENERAL TERMS OF PAYMENT SERVICES

- 5.1. The Bank shall have the right not to apply or partially apply some provisions of the *Payment Rules* in accordance with the exceptions provided for in the Law. Furthermore, if the Customer is not a Consumer, and if this is expressly stated in these *Payment Rules*, he/she may be subject to other terms and conditions of the Payment Transactions performed or the Payment Services provided.
- 5.2. In addition to the general terms of provision of Payment Services set forth in these *Payment Rules*, other special terms of individual Payment Services, for example, periodic credit transfer service, use of Credit Limit on the Account, use of Payment Instruments, automatic payment of e-invoices, use of Service Plans, transfer of the Account, etc., are regulated in the respective *Terms of Service*, Agreements on the provision of the respective services, and the applicable legislation.
- 5.3. **Payment Order Information**
- 5.3.1. Payment Orders submitted by the Customer (both oral and written) shall be clear, unambiguous, and possible to execute. The Customer is responsible for the accuracy of the details of the submitted Payment Order and must check these details before signing/confirming the Payment Order. The Bank shall not be liable for errors, discrepancies, repetitions and/or contradictions in the Payment Orders submitted

by the Customer, including, but not limited to, the accuracy of the details in the Payment Order submitted by the Customer.

5.3.2. The Bank shall accept the Payment Order if it meets the statutory requirements or the requirements applicable by the Bank to the submission and/or contents of such Payment Order.

5.3.3. **The Bank shall credit funds to the Beneficiary's Account or transfer funds from the Payer's Account to the Beneficiary's Account according to the Unique Identifier specified in the Payment Order received by the Bank and shall not check whether the Unique Identifier specified in the Payment Order corresponds to the Beneficiary's (Account holder's) name, surname (company name) or other identifier of the Beneficiary.** If additional information is provided in the Payment Order in addition to the Unique Identifier, the Bank shall be responsible for executing the Payment Transaction based on only the Unique Identifier specified in the Payment Order, and such Payment Transaction shall be deemed properly executed.

5.3.4. If Unique Identifier specified by the Customer is wrong (it does not correspond to the Beneficiary's name, surname, company name), the Bank shall not assume liability for failure to execute or improper execution of the Payment Transaction as set out in paragraph 6.4; however, it shall take all possible measures to track the Payment Transaction and seek to recover the funds of the Payment Transaction as provided for in paragraph 5.7.

5.3.5. When executing Payment Orders initiated by the Customer, the Bank transfers the information provided in the Payment Order to the Beneficiary's Payment Service Provider. The Bank shall have the right to ask the Customer to provide other required and/or additional information, e.g., payment code, code of the correspondent bank, other details that must be provided to the Bank for the proper execution of the Payment Order.

5.3.6. Payment Orders in foreign currencies (also in euro) for the transfer of funds to Member States or Foreign Countries may be adjusted and cancelled. When adjusting a Payment Order, the amount and currency of the Payment Order, the Payer's Account or name may not be changed. For the adjustment or cancellation of a Payment Order, the Bank charges a Commission Fee specified in the *Service Rates*. The Bank may also charge fees applicable by the correspondent bank and/or Beneficiary's service provider.

5.3.7. If some details are missing in the submitted Payment Order or the Payment Order has other deficiencies, the Bank may refuse to execute the Payment Order or may execute it according to the Unique Identifier specified in the Payment Order, depending on the nature of deficiencies of the Payment Order.

## 5.4. Receipt of a Payment Order and Execution of Payment Transactions

5.4.1. If a Payment Transaction is initiated by the Customer, the Payment Order shall be deemed received on the date of receipt thereof in the Bank, where the Payment Order is received within the time limits specified in the *Service Rates* or the website of the Bank. If the Payment Order is received in the Bank after the time limit specified in the *Service Rates* or the website of the Bank, or on a non-Bank Business Day, the Payment Order shall be deemed received on the first Bank Business Day following the day on which the Payment Order was submitted to the Bank.

5.4.2. By agreement of the Parties, the Payment Order may be executed on a specific day or at the end of a certain period or on the day when the Customer (Payer) delivers the funds to the Bank. In such event, the Payment Order shall be deemed received in the Bank on that agreed day. If the agreed day is not a Bank Business Day, the Payment Order shall be deemed received on the following Bank Business Day.

5.4.3. The Payment Order shall be executed only after it is deemed to have been received, in accordance with the time periods of execution of Payment Transactions specified in the *Service Rates* and the procedure established by the Law.

5.4.4. The Bank shall debit the amount of the Payment Order and the Commission Fee from the Customer's Account on the day on which the Payment Transaction is performed in the Bank. The Payer shall ensure that there are sufficient funds in the Account in the appropriate currency so that the Payment Order can be executed and the Commission Fee can be paid not only on the day of receipt of the Payment Order in the Bank, but also at the moment of execution of the Payment Order, i.e., when the funds are actually debited from the Account. If there are insufficient funds in the Account in the appropriate currency at the moment of execution of the Customer's Payment Transaction, the Bank shall have the right to refuse to execute the Payment Order.

5.4.5. If the Bank agrees to accept a Payment Order that does not contain all the information required for the execution of the Payment Order (e.g., Payment Transaction code, incomplete purpose of payment, etc.), the Payment Order shall be deemed received at the moment when the Bank is provided with all the information required to execute the Payment Order.

5.4.6. Where Payment Orders are submitted by third parties in the cases provided for in legal acts, or these *Payment Rules* or the Agreement provide for the right of the Bank to unilaterally debit funds payable by the Customer to the Bank from the Account or to manage the Customer's Account without a separate consent of the Customer, the Bank shall execute the Customer's Payment Orders only after executing the instructions submitted by third parties and/or debiting the amounts payable by the Customer to the Bank from the Account.

5.4.7. If funds in the Customer's Account have been seized or the Customer's right to dispose of the funds has been otherwise restricted, and the Customer wishes to perform a Payment Transaction in cash (not in the Account) (e.g., repay a debt, pay taxes, fines, etc.), the Bank shall have the right (but is not required) to accept such Payment Order and execute the Payment Transaction without using the Customer's Account.

5.4.8. The Bank shall be deemed to have fulfilled its obligation to execute a Payment Order submitted by the Payer if the Bank has transferred the amount of the Payment Transaction to the account of the Beneficiary's Payment Service Provider or an intermediary of the Beneficiary's Payment Service Provider (correspondent bank) (the moment of execution of the Payment Order). The Beneficiary's Payment Service Provider and/or its intermediary (correspondent bank) shall be responsible for the final transfer of the Payment Transaction amount specified in the Payment Order.

5.4.9. When executing Payment Transactions, the Bank does not assume liability for the actions of the intermediary (correspondent bank) and/or the Beneficiary's Payment Service Provider or its intermediary (correspondent bank), e.g., changes made to the details of the Payment Order, any mistakes made and/or delayed execution of the Payment Order, and/or failure to execute/improper execution of the Payment Order, which occurred due to the internal policies, preventive measures of the correspondent bank or the Beneficiary's Payment Service Provider and/or its intermediary, or other circumstances that the Bank could not have foreseen or influence, and the Bank shall not refund the Commission Fee paid by the Customer for the properly provided service.

5.4.10. The Bank shall credit the funds received to the Customer's Account in the currency of the Payment Transaction. Cash shall be credited to the Customer's Account or paid out from the Customer's Account in currencies included in the exhaustive list of cash currency purchase/sale rates available on the website of the Bank.

5.4.11. When the Customer wishes to pay with a payment card and use other currency available in the Account (other than the currency of the Account linked to the card), the Customer shall be required to convert it to the currency of the Account linked to the card. At an ATM, the Customer/Card User can only check the balance of the currency of the Account linked to the card.

## 5.5. Cancelling or Rejecting a Payment Transaction/Payment Order

5.5.1. A Payment Order may not be cancelled once it has been received by the Bank, except in the cases specified in the *Payment Rules* or the applicable legislation.

5.5.2. If the Payment Order is submitted after the business hours of the Bank specified in the *Service Rates* or on a non-Bank Business Day,

and it has not been executed yet, the Payer may cancel the submitted Payment Order before the following Bank Business Day via the Internet Bank or the mobile application of the Bank.

5.5.3. If a Payment Transaction is initiated by a Payment Initiation Service Provider or by or through the Beneficiary, the Customer may not cancel the Payment Order once the Payment Initiation Service Provider has received the Customer's consent for the initiation of the Payment Transaction or the Beneficiary has received the Customer's consent for the execution of the Payment Transaction.

5.5.4. Payment Orders specified in sub-paragraph 5.4.2 may be cancelled not later than by the end of the Bank Business Day preceding the agreed day.

5.5.5. Upon execution of the Payment Order by the Bank, the Payment Order may not be revoked, unless the Beneficiary provides consent to return the funds to the Payer.

5.5.6. The Bank shall have the right to charge a Commission Fee for the revocation of a Payment Order in the amount specified in the *Service Rates*.

5.5.7. If the details of the Payment Order provided by the Payer are wrong or funds are received in the Beneficiary's Account that is closed or in the accounts to which funds cannot be credited (e.g., internal account of the Bank, deposit account, etc.), the Bank shall not execute the Payment Transaction (shall not credit the funds) and shall return the funds to the Payer. An exception applies if, after closing the Customer's Account, funds of a Payment Transaction are returned to the Customer due to reasons beyond the Bank's control, in which case the Bank shall credit the funds received to another Account held by the Customer or shall transfer the funds to an internal account of the Bank and pay them out to the Customer as soon as the Customer contacts the Bank.

5.5.8. The Bank does not accept or execute Payment Orders to perform Payment Transactions (except for cash deposits to the Account), if the funds available in the Account have been seized or the Customer's right to dispose of the funds has been restricted in accordance with the applicable legislation. If there are freely available funds (that are not subject to recovery) in the Account, the Bank shall execute the Payment Order only if the amount of the Payment Order does not exceed the amount of such freely available funds (that are not subject to recovery).

5.5.9. The Bank shall have the right to refuse to execute a submitted Payment Order if it has reasonable doubts as to whether the Payment Order was submitted by the Customer or his/her/its legal representative or user of a Payment Instrument, or the documents presented to the Bank have been falsified, the requirements for the safe use of Authentication Tools have been breached, or there are reasonable doubts as to the

legitimacy of the Payment Order submitted to the Bank. Having identified a suspicious Payment Transaction, the Bank may contact the Customer using the contacts provided by the Customer to the Bank and ask him/her/it to confirm/deny the initiation of the suspicious Payment Transaction, and/or present to the Bank documents confirming the right of persons to dispose of the funds in the Account, or other documents specified by the Bank proving the legal origin of the funds related to the execution of the Payment Order. If the Bank cannot reach the Customer using the contacts provided to the Bank, or, when contacted by the Bank, the Customer does not authorise the Payment Transaction or fails to provide the documents requested by the Bank, the Bank may refuse to execute such unauthorised Payment Transaction and, if necessary, block the Account, Payment Instrument and/or other Authentication Tools issued to the Customer by the Bank.

5.5.10. The Bank may choose not to execute potentially unusual Payment Transactions or suspend the execution thereof for a maximum of three (3) Bank Business Days (more days in exceptional cases) and inform the Customer thereof on the same day (unless this is impossible on the grounds provided for in legal acts):

5.5.10.1. in the cases provided for in the *Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania* and the implementing legislation including, without limitations, where the Customer fails to provide information confirming his/her identify, or the information provided by the Customer is incomplete or incorrect, or the Customer or the Customer's representative avoids providing the information required for the identification of the Customer's representative, hides the identity of the beneficiary or avoids presenting the information required for the identification of the beneficiary, or fails to provide all the required information about beneficial owners, origin of funds, purpose of monetary affairs, documents supporting the monetary affairs/transactions, and other documents requested by the Bank in accordance with the statutory requirements;

5.5.10.2. the Payment Order to execute a Payment Transaction involves persons from countries which, in accordance with the Bank's internal policy, are considered to be at high risk of money laundering, terrorist financing or corruption, or which do not cooperate in the exchange of information (including tax information);

5.5.10.3. the Payment Order is submitted for goods, services or in connection with activities that are unacceptable to the Bank in accordance with the internal policy of the Bank;

5.5.10.4. the Bank has received instructions from correspondent banks not to execute Payment Orders;

5.5.10.5. the Customer did not provide or provided unclear details (purpose) of the Payment Transaction.

5.5.10.6. in other cases provided for in the legislation of the Republic of Lithuania, European Union and international legislation aimed at preventing money laundering or terrorist financing, or where the Bank has a duty to suspend the Payment Transaction.

5.5.11. In the cases referred to in sub-paragraphs 5.5.9 and 5.5.10, the Bank shall not be responsible to the customer for failure to fulfil contractual obligations and/or any damage or losses suffered by the Customer.

5.5.12. The Bank shall have the right not to accept or execute the Customer's Payment Orders, to refuse to initiate a Payment Transaction, not to accept currency exchange requests, not to accept or execute orders for transactions in financial instruments, not to credit funds to the Beneficiary's account, not to provide other services of the Bank or to suspend/restrict the provision thereof, if the Customer fails to provide documents proving the legal grounds and source/origin of the funds related to the execution of the Payment Order, fails to cover all his/her/its debts to the Bank under the Agreements, the interbank settlement systems are down, the global interbank financial market does not function, notifications of suspicious transactions or unacceptable activities of the Customer have been received from correspondent banks, or notifications that the Customer's Payment Orders shall not be executed, or other unusual market conditions, important technical or other reasons exist. The Bank shall also have the right not to execute a Payment Order or suspend the provision of its services through the Electronic Channels due to technical problems or where a risk exists that the Electronic Channels may be used by persons other than the Customer, as well as if the Payment Order does not meet the requirements of the Bank, if there are insufficient funds in the Customer's Account for the execution of all Payment Transactions, or there are other important reasons rendering the submitted Payment Orders impossible to execute.

5.5.13. After refusing to execute a Payment Order submitted by the Customer, the Bank shall immediately inform the Customer about the refusal to execute it and the reasons of such refusal, unless this is impossible or prohibited by the applicable legislation. A Payment Order that the Bank has refused to execute shall be deemed not received.

## 5.6. Terms of Execution of Payment Transactions

5.6.1. Credit Transfers initiated by the Customer can be regular, urgent, express and instant. The Customer shall choose the manner of execution of the credit transfer. The time limits of executing Credit Transfers are published on the website of the Bank, in the *Payment Rules*, the *Service Rates*, the *Agreements*, the *Terms of Service* and/or the Payment Order.

5.6.2. When SEPA credit transfer is performed in the Republic of Lithuania, the Bank, having

received the Payment Order, shall transfer the amount of the Payment Transaction to the Beneficiary's Payment Service Provider on the same Bank Business Day, if the Payment Order was received in the Bank before 12.00 noon. If SEPA credit transfer (Payment Order) is received after 12.00 noon or on a non-Bank Business Day, the Bank shall transfer the amount of the Payment Transaction to the Beneficiary's Payment Service Provider not later than on the following Bank Business Day.

5.6.3. The Bank performs instant credit transfers in euro to other banks that are part of the instant payment system. Instant payments are executed 24/7 all year round without days off or holidays. If the amount of an instant payment exceeds EUR 100,000, the funds shall be transferred on the terms of a regular or express SEPA credit transfer service. Funds are also transferred on the terms of a regular or express SEPA credit transfer, where the Bank cannot perform an instant credit transfer due to preventive reasons, difficulties are experienced with the instant payment system, the Beneficiary's Payment Service Provider does not make it possible for its customers to receive the instant Payment Order, and in other cases, where the Bank cannot provide this service due to objective reasons.

5.6.4. If the Payer and the Bank have agreed that the Payment Order shall be executed on a specific day, and the Credit Transfer is performed in euro in the Republic of Lithuania, the Bank shall transfer the amount of the Payment Transaction to the Beneficiary's Payment Service Provider on the agreed day of execution of the Payment Order; if such day is not a Bank Business Day – on the following Bank Business Day, unless the specific Agreement provides otherwise.

5.6.5. Upon receipt of a Payment Order for the transfer of funds in euro to another Member State, the Bank shall transfer the Payment Transaction amount to the Beneficiary's Payment Service Provider not later than by the end of the next Bank Business Day. This period may be extended by one business day, if the Payment Transaction was initiated on the basis of a printed document.

5.6.6. If the Payer performs Payment Transactions in the Republic of Lithuania in currencies other than those of the Member States of the euro area or funds are transferred to other Member States in currencies other than those of the Member States of the euro area, having received a Payment Order, the Bank shall transfer the Payment Transaction amount to the Beneficiary's Payment Service Provider not later than within four (4) Bank Business Days, unless the *Service Rates* provide for shorter time limits of execution of such Payment Transactions.

5.6.7. If the Bank does not convert the currency of funds of the Payment Transaction intended for the Beneficiary, converts the currency of other Member State into euro, or the currency of one Member State into the currency of another Member State, the Bank shall ensure that the

Beneficiary is able to access the Payment Transaction amount as soon as the amount is credited to the account of the Bank. Otherwise, the amount of the Payment Transaction intended for the Beneficiary shall be credited to the Beneficiary's Account within one (1) Bank Business Day after the day on which the amount was credited to the account of the Bank.

5.6.8. Once the Customer has deposited cash to the Account, he/she/it shall be able to immediately dispose of the funds.

5.6.9. Time limits for the execution of Payment Orders may change if the details of the Payment Order are incomplete, or due to the ongoing monitoring of business relationships performed by the Bank or correspondent bank as regulated by the legislation on the prevention of money laundering and terrorist financing. In such event, the Bank shall not be held liable for failure to execute the Payment Transaction or its execution at a later term than that specified in these *Payment Rules* and shall not reimburse the Customer for the resulting losses.

## 5.7. Tracking of Payment Transactions and Recovery of Payment Transaction Funds

5.7.1. Under the conditions referred to in subparagraph 5.3.4, the Bank, upon receipt of a request of the Payer or the Payer's service provider (if the Payer is not a customer of the Bank), shall mediate and take all possible measures to track the Payment Transaction and recover the Payment Transaction funds. The Bank shall not be liable to the Payer if the funds are not returned from the Beneficiary or, after applying the fees applied by the Beneficiary's service provider and/or the Bank for the refund, only part of the Payment Transaction funds are returned. Funds may be returned to the Payer only with the consent of the Beneficiary, except as provided in these *Payment Rules*.

5.7.2. If the Bank received the Beneficiary's consent to return the funds transferred to his/her/its Account by mistake, the Bank shall transfer the returned funds to the Payer and shall have the right to deduct from the transferred amount and to reimburse the Beneficiary for immediate losses incurred due to the crediting/debiting of funds to/from the Beneficiary's Account, also charge a fee from the Payer for the tracking of the Payment Transaction.

5.7.3. If the Beneficiary refuses to return the funds credited to his/her/its Account by mistake to the Payer or the funds cannot be returned due to other reasons, the Bank shall transfer to the Payer or the Payer's Payment Service Provider all the available information which, in the opinion of the Bank, is necessary for the Payer to take legal measures to recover the funds.

5.7.4. If the Payment Transaction has been executed from another Payment Service Provider's institution and the Bank receives a request from the Payer's Payment Service Provider or the Payment Service Provider's

intermediary to return to the Beneficiary's Account the funds not yet credited to the Bank, which were transferred by mistake or due to fraud or crime, the Bank shall return such funds to the Payer's Payment Service Provider or its intermediary without informing the Beneficiary thereof.

5.7.5. If the Bank receives substantiated evidence (e.g., notification/instruction from law enforcement officials) that the funds have been transferred to the Beneficiary due to fraud or crime, the Bank has the right to restrict the disposal of such funds and/or unilaterally debit the funds from the Beneficiary's Account, if they are available and the Account has not been seized, and to return the funds to the Payer or the Payer's Payment Service Provider or its intermediary.

5.7.6. If funds transferred according to a Payment Order are returned to the Payer due to reasons beyond the Bank's control (e.g., the Beneficiary does not have an account in the currency of the Payment Transaction, the Beneficiary's account is closed, details of the Payment Order are inaccurate (e.g., the Member State code or the code of a bank of a Foreign Country or other details required by the Beneficiary's Payment Service Provider are missing), the Payment Order was submitted from the Payer's Account by unauthorised person (other than the Customer or his/her/its legal representative (e.g., in the event of fraud), under conditions referred to in subparagraph 5.5.9 or 5.5.10, etc.), the returned amount shall be credited to the Payer's Account held with the Bank. The Commission Fee paid by the Payer for the execution of the Payment Order shall not be refunded, and the Commission Fee related to the return/crediting of funds as well as other costs shall be debited from the Payer's Account. This condition shall apply regardless of the number of times that the Payer submitted Payment Orders to the Bank without rectifying the details or providing all the details required to execute a Payment Order.

5.7.7. If the Payer is a state or municipal enterprise, e.g., SODRA, Social Welfare Office, etc. that makes regular Credit Transfers to accounts held by Beneficiaries with the Bank and the Bank receives an official letter of such Payer or its Payment Service Provider asking to return the funds because, for some reason, Payment Transactions were performed by mistake, the Bank shall execute such request of the Payer or the Payer's Payment Service Provider and return the funds to the Payer by debiting them from the Beneficiary's Account, if this is permitted by the applicable legislation.

5.7.8. If funds were credited to the Customer's Account or debited from the Customer's Account by mistake *due to the fault of the Bank*, also if other incorrect Account transactions are found, the Bank shall have the right to rectify the errors without a separate consent of the Customer or a prior notice to the Customer, even if there are no funds in the Customer's Account.

5.7.9. Having noticed that funds were credited to his/her/its Account by mistake, the Customer is required to immediately inform the Bank thereof. Having received Payment Transaction funds without any specified reason, the Customer may not dispose of the funds that do not belong to him/her/it and is required to immediately return such funds.

5.7.10. The Bank charges a Commission Fee for the tracking of Payment Transactions and/or returning funds.

## VI. AUTHORISATION OF PAYMENT TRANSACTIONS

### 6.1. Submitting a Consent/Authorisation to Execute a Payment Transaction

6.1.1. A payment transaction is considered authorised (confirmed) only when the Customer gives consent to execute it. The Customer may give his/her/its consent to execute one or several Payment Transactions. The consent to execute one or several Payment Transactions may also be given through the Beneficiary or Payment Initiation Service Provider. If the Customer uses Payment Services through his/her/its legal representative, the consent given by the Customer's legal representative shall have the same effect as the Customer's consent. A written Payment Order must be signed by the Customer or his/her/its representative. When a Payment Transaction is performed through the Electronic Channels or using the issued Payment Instruments, the consent for the execution of Payment Orders shall be confirmed with the Authentication Tools issued and only available to the Customer or his/her/its representative. When making a payment with a payment card, the Customer may confirm his/her/its consent in relation to the Payment Transaction by entering the payment card's PIN code; by providing the payment card details (name, surname/company name, card number, expiration date, CVV2/CVC2); by performing certain actions in the specified order (e.g., inserting the payment card into a machine, holding a contactless payment card near a specially labelled machine at points of sale); by signing a Payment Transaction document confirming the card payment, or by other means agreed on by the Bank and the Customer. Payment Orders confirmed in this way are deemed properly confirmed by the Customer and having the same legal effect as paper documents signed by the Customer. A Payment Transaction shall also be deemed authorised when the Customer performing Payment Transactions in the Internet Bank or via the mobile application of the Bank receives an SMS message from the Bank with a unique 3D-Secure code that needs to be entered and confirmed with a secure online payment password known only to the Customer.

6.1.2. If the execution of a Payment Order requires authorisation by several persons (Account users), the Bank shall execute the

Payment Transaction once it has been signed/authorised by the persons in accordance with the procedure and in the order provided for in the relevant service agreement.

6.1.3. The Payer's consent to execute the Payment Transaction shall be provided before the execution of the Payment Transaction. In the absence of such consent, the Payment Transaction shall be deemed to be unauthorised.

6.1.4. If a Payment Transaction is initiated by or through the Beneficiary performing a Payment Transaction based on a payment card and the Payer gives his/her/its consent to execute/authorises the Payment Transaction with the exact amount of the transaction specified, the Bank shall reserve such amount in the Payer's Account until the receipt of a separate notice (Payment Order) from the Beneficiary regarding the transfer of the reserved funds.

6.1.5. When the Payer purchases paid services (e.g., games, music, accounts, etc.) online from the providers of such services and, for the purpose of paying such service providers, authorises them to initiate Payment Transactions using the payment card details, the Payer must check whether he/she/it gives the consent to initiate a single Payment Transaction or an unlimited number of transactions that may be initiated without the additional Payer's consent throughout the period of using the purchased services. After receiving Payment Orders from such service providers (Beneficiaries), the Bank shall not ask for a separate authorisation of such Payment Transactions from the Payer if the Payer has given a multiple authorisation to the service provider to initiate Payment Transactions without a separate consent of the Payer. The Bank shall continue to execute Payment Transactions as set out herein until the Payer withdraws his/her/its authorisation given to the Beneficiary to debit funds from the Payer's Account. The authorisation to cancel the initiation of Payment Transactions shall be given to the Beneficiary.

6.1.6. If the Bank receives an inquiry from the Payment Service Provider asking whether there are sufficient funds in the Customer's (Payer's) Account for the execution of a Payment Transaction based on a payment card, the Bank shall immediately send a reply (Yes/No) to such Payment Service Provider, if all conditions provided for in the Law have been met.

### 6.2. Customer Notices Regarding Unauthorised or Improperly Executed Payment Transactions

6.2.1. The Customer must check the information on the Payment Transactions performed in the Account at least once (1) a month in the Account Statement. The fact that the Customer did not request that the Statement be sent to him/her/it shall not release the Customer from this obligation.

6.2.2. The Consumer shall

6.2.3. <sup>1</sup>, immediately and not later than within thirteen (13) months after the debiting of funds from the Account, and the Customer (not a Consumer) – not later than within sixty (60) calendar days from the date on which the Bank, in the Customer's opinion, executed unauthorised Payment Transaction or improperly executed Payment Transaction, as well as in the case of any other errors, inconsistencies or inaccuracies noticed in the Statement, notify the Bank in writing about Payment Transactions (debiting of funds from the Account) that were not authorised by the Customer or improperly executed by the Bank. In their internal regulations, third parties, e.g., MasterCard organisation, may provide for different time limits for the notification of unauthorised Payment Transactions.

6.2.4. If the Customer (also a Consumer) does not notify the Bank of unauthorised or improperly executed Payment Transactions within the time limits specified in sub-paragraph 6.2.2, the Payment Transactions executed in the Account shall be treated as authorised and the funds shall not be returned to the Customer.

### **6.3. Liability of the Customer and the Bank for Unauthorised Payment Transactions**

6.3.1. Having received a notice from the Customer within the time limits specified in sub-paragraph 6.2.2 stating that a Payment Transaction was not authorised by the Customer or was improperly executed by the Bank, the Bank shall, immediately and not later than before the end of the following business day after becoming aware of or getting notified about an unauthorised Payment Transaction, return the amount of the unauthorised Payment Transaction to the Customer and restore the balance in the Account from which the amount was debited as if the unauthorised or improperly executed Payment Transaction had not been performed. As long as funds in the Account are reserved, i.e., as long as the Payment Transaction has not been fully executed, the funds of unauthorised Payment Transaction shall not be returned to the Customer. The Bank shall not return the Payment Transaction funds if it has reasonable grounds to suspect fraud on the part of the Customer and notifies the Supervisory Authority thereof, as well as in the cases provided for in sub-paragraph 6.3.3 and paragraphs 7.1–7.2, in which the responsibility for unauthorised Payment Transactions rests with the Customer. During the period of examination of an inquiry regarding an unauthorised Payment Transaction, the Bank may return the funds of the contested Payment Transaction to the Customer's Account; however, if the Bank finds that the claim is unfounded, it shall have the right to unilaterally debit such funds from the Account. Should it be found that the Customer's claim regarding an unauthorised Payment Transaction was unfounded, the Bank

shall have the right to charge a Commission Fee from the Customer for the collection of documents and information, and for the performance of internal investigation.

6.3.2. If the Customer denies having authorised a Payment Transaction which has caused losses to the Customer, the fact registered by the Bank that the Payment Instrument was used and that Payment Transactions were authorised with the Authentication Tools available only to the Customer as set out in paragraph 6.1 shall be sufficient evidence that the Customer has authorised the Payment Transaction or acted in bad faith, or failed, knowingly or due to gross negligence, to fulfil one or more obligations provided for in paragraphs 7.1–7.2, and in such event, the Bank shall not reimburse the Customer for the losses incurred.

6.3.3. If the Customer is a Consumer, he/she shall cover losses of up to fifty (50) euro resulting from unauthorised Payment Transactions, if such losses were incurred due to:

6.3.3.1. the use of a lost or stolen Payment Instrument (including Authentication Tools);

6.3.3.2. misappropriation of the Payment Instrument, if the Customer failed to ensure the safety of personalised security data (including the data of Authentication Tools).

6.3.4. If the Customer is not a Consumer, or the Customer is a Consumer and acted in bad faith or with gross negligence, i.e., failed to fulfil the obligations provided for in the *General Terms and Conditions of Use of Payment Cards* and paragraph 7.1, the Customer shall bear all losses incurred due to reasons specified in sub-paragraph 6.3.3.

6.3.5. If, at the Customer's request, the Account or Payment Instruments used to perform Payment Transactions are subject to a Payment Transaction limit higher than the standard limit set by the Bank, where the *Payment Rules* provide for the obligation of the Bank to cover losses incurred by the Customer, the Bank shall reimburse losses that do not exceed the standard Payment Transaction limit set by the Bank.

### **6.4. Liability of the Bank for Proper Execution of Payment Transactions**

6.4.1. If the Customer (Payer) has directly initiated a Payment Order, the Bank shall be responsible for the proper execution of the Payment Transaction. If the Bank can prove to the Customer (Payer) and, in certain cases, to the Beneficiary's Payment Service Provider that the Beneficiary's Payment Service Provider received the Payment Transaction amount, the Beneficiary's Payment Service Provider shall be responsible to the Beneficiary for the proper execution of the Payment Transaction.

6.4.2. If the Bank, acting as a Payment Service Provider of the Customer (Payer), has the responsibility referred to in sub-paragraph 6.4.1,

<sup>1</sup> This provision also applies to Payers (natural persons) engaged in economic-commercial or professional activities.

the Bank shall immediately return to the Customer (Payer) the amount of the Payment Transaction that was not executed or was executed improperly, or shall restore the balance in the Account from which the amount was debited as if the improperly executed Payment Transaction had not been performed.

6.4.3. If the Bank, acting as a Payment Service Provider of the Customer (Beneficiary), has the responsibility referred to in sub-paragraph 6.4.1, the Bank shall immediately credit the Payment Transaction amount to the Beneficiary's Account and/or make it possible for the Beneficiary to dispose of the funds. Should the Bank be unable to credit the amount of the Payment Transaction transferred to the Customer (Beneficiary) to the Beneficiary's Account, the Bank shall immediately and not later than within two business days return the amount of the Payment Transaction to the Payer.

6.4.4. If a Payment Transaction initiated directly by the Customer (Payer) is not executed or is improperly executed, the Bank shall, at the Customer's request, take measures to find out the reasons thereof, track the Payment Transaction and inform the Customer (Payer) about the search results.

6.4.5. Once the Payment Order is initiated by or through the Customer (Beneficiary), the Bank acting as the Payment Service Provider of the Beneficiary shall immediately transfer the Payment Order to the Payment Service Provider of the Payer. The Bank, acting as the Beneficiary's Payment Service Provider, shall be responsible to the Beneficiary for the proper transfer of the Payment Order to the Payer's Payment Service Provider.

6.4.6. If a Payment Transaction, for the execution of which the Bank, acting as the Beneficiary's Payment Service Provider, is not responsible under sub-paragraph 6.4.5 of the *Payment Rules*, is not executed or is improperly executed, the Payer's Payment Service Provider shall be responsible to the Payer.

6.4.7. If a Payment Order is initiated by or through the Customer (Beneficiary) and the Payment Transaction is not executed or is improperly executed, the Bank, acting as the Beneficiary's Payment Service Provider, shall, at the Customer's request, take measures to find out the reasons thereof, track the Payment Transaction (if possible) and inform the Customer (Beneficiary) about the search results.

6.4.8. The Bank shall not assume liability for additional costs or indirect losses incurred by the Customer due to the failed or improperly executed Payment Transaction. The Bank shall only be liable for direct losses incurred by the Customer through the fault of the Bank.

6.4.9. If liability for the failure to execute, improper or delayed execution of the Payment Transaction is borne by other Payment Service Provider or intermediary (e.g., correspondent bank), the Bank may request remuneration for the

service provided and shall not return the Commission Fee to the Customer paid by the latter to the liable Payment Service Provider or intermediary, due to whose fault the Payment Transaction was not executed or was executed improperly. The Bank shall return to the Customer the full amount of the Commission Fee and interest only if the Payment Transaction was not executed or was executed improperly due to the fault of the Bank.

## **6.5. Returning the Funds of Payment Transactions Initiated by or through the Beneficiary to the Payer**

6.5.1. The Customer (Payer) shall have the right to recover from the Bank full amount of the Payment Transaction that was initiated and authorised by or through the Beneficiary (Customer), and that is already executed, if it is found that the Beneficiary (Customer) initiated the Payment Order without valid reasons and the Payment Transaction funds were transferred to the Beneficiary (Customer) without valid reasons. Funds shall be returned to the Payer only if all the conditions provided for in the regulations of third parties (e.g., MasterCard organisation) involved in the execution of the Payment Transaction have been met, and there is no conflict with other *Terms of Service*, so that the funds can be returned to the Payer. When returning funds to the Payer under this paragraph, the Bank shall follow the provisions of paragraph 5.7.

6.5.2. If the Bank suspects or has information that the Beneficiary has unlawfully transferred funds from the Payer's Account to his/her/its own account or an account of a third party (Beneficiary), the Bank shall have the right to return such funds from the Beneficiary's Account to the Payer or to block the Beneficiary's Account without a prior notice to the Beneficiary.

## **6.6. Payment Initiation and/or Account Information Service**

6.6.1. The Customer may submit a Payment Order for the transfer of funds from his/her/its Account in the Bank using a Payment Initiation Service of other Payment Service Provider.

6.6.2. The Customer can use services of an Account Information Service Provider to find out the balance on his/her/its Account in the Bank and access information about the transactions performed in the Account.

6.6.3. The contractual relationship between the Customer and the Payment Initiation and Account Information Service Providers is regulated by the Law.

6.6.4. Before using Payment Initiation or Account Information Services, the Customer should assess the acceptability of these service providers, make sure that the Payment Initiation and/or Account Information Service Provider has a permit issued by the Bank of Lithuania or other competent institution to provide relevant Payment Services, as well as read the information provided by the



Payment Initiation and Account Information Service Providers.

6.6.5. The Customer is responsible for giving consents to the Payment Initiation Service or Account Information Service Providers. Having given a consent to initiate a Payment Transaction to the Payment Initiation Service Provider and signed the Payment Transaction, the Customer cannot cancel it via the Internet Bank. Once the Customer has given his/her/its consent to the provision of the Account information, the Account Information Service Provider shall have access to the information stored in the Customer's Account indicated in the Customer's consent. The Customer can manage the consents regarding the Account information service via the Internet Bank.

6.6.6. The Bank may refuse to allow the Customer to use the Account information service or the payment initiation service if the Bank has reasonable grounds related to unauthorised or unfair access to the Customer's Account by the said service providers, including unauthorised or fraudulent initiation of the Payment Transaction.

6.6.7. The payment initiation service and/or Account information service of other Payment Service Providers may be provided only to those Customers who have entered into an Internet Bank Service Agreement with the Bank.

6.6.8. Should the Customer notice any suspicious and illegal use of the services while using the payment initiation and Account information services, the Customer must immediately inform the Bank thereof.

## VII. SECURITY MEASURES. BLOCKING AN ACCOUNT AND PAYMENT INSTRUMENT

- 7.1. To avoid damage, the Customer must take steps to protect Payment Instruments, Authentication Tools and personalised security data of the Electronic Channels. The Customer must ensure the security of these tools, keep them secret and take all possible measures to prevent third parties from using or accessing them. The Authentication Tools must be accessible only to the Customer who is required to keep them safe (all Authentication Tools should not be kept together, PIN card or generator should be kept separately, User ID, password should never be written down on the PIN card or items kept together with the card; in the event of losing the phone or smart device, the respective SMART-ID account should be deleted, etc.). The Customer may not transfer to third parties the Authentication Tools and may not give them access to the Authentication Tools.
- 7.2. When using the Electronic Channels or a Payment Instrument, the Customer is required:
- 7.2.1. to follow the rules regulating the issuance of the Payment Instrument and/or use of the Electronic Channels as set out in the respective Agreement and/or *Terms of Service*;
- 7.2.2. after receiving a notification about an initiated Payment Transaction that was not initiated by the Customer, not to confirm such

Payment Transaction using the Authentication Tools received from the Bank and immediately inform the Bank about the suspicious Payment Transaction;

7.2.3. Having become aware of the loss, theft, misappropriation or unauthorised use of the Payment Instrument, including a smart device, telephone, SIM card, as well as other facts or suspicions that the personalised security data of the Payment Instruments, Authentication Tools or Electronic Channels have become available or can be or were used by third parties, to immediately inform the Bank thereof and ask the Bank to block the Payment Instrument or Authentication Tool issued by the Bank. Should the Customer fail to notify the Bank of the lost Payment Instrument, Authentication Tools or personalised data of the Electronic Channels in a timely manner or disclose this information to third parties, all losses incurred as a result shall be borne by the Customer.

- 7.3. The Bank shall have the right to block the Account (i.e., to suspend, completely or partially, the Payment Transactions in the Account) and/or the Payment Instrument (i.e., to completely or partially prohibit its use):

7.3.1. due to objectively justified reasons related to the security of the funds in the Account and/or the Payment Instrument (e.g., the PIN code entered is incorrect);

7.3.2. due to suspected illegal or fraudulent use of the funds in the Account and/or the Payment Instrument or due to a significantly increased risk that the Customer may not be able to properly fulfil his/her/its payment obligations to the Bank (including cases when a Payment Instrument that gives access to a Credit Limit granted by the Bank on the Account is used);

7.3.3. if the Customer does not comply with the terms and conditions of the General Agreement concluded with the Bank;

7.3.4. if the Bank has reasonable suspicions that the funds in the Account and/or the Payment Instrument may be or have been illegally or fraudulently used by third parties;

7.3.5. if the Bank has reasonable suspicions that the Account and/or Payment Instrument may be or has been used for money laundering, terrorist financing or other criminal activities;

7.3.6. if the Bank receives well-founded information about the death of the Customer (Consumer) or the termination (deregistration) of the Customer that is not a Consumer;

7.3.7. if the Bank is provided with contradictory information about the persons authorised to represent the Customer;

7.3.8. if the Bank becomes aware of the theft or other loss of the Payment Instrument, if the Bank suspects or learns about the misappropriation or unauthorised use of the Payment Instrument, as well as about facts or suspicions that the personalised security data of the Payment Instrument (including Authentication Tools) have

become available to or can be used by third parties;

7.3.9. when a request or other document (e.g., a decision) of the management bodies (shareholders, members of the partnership, etc.) of the Customer that is not a Consumer is submitted to the Bank asking the Bank to restrict the right of the Customer's manager or other persons to dispose of the Customer's Account;

7.3.10. if the funds in the Account have been seized or the Customer's right to dispose of the funds has been otherwise restricted;

7.3.1.11. in the cases provided for in the applicable legislation, the *General Rules*, the Agreement, the *Terms of Service*.

- 7.4.** The Bank shall inform the Customer about the blocking of the Account and/or the Payment Instrument and the reasons thereof, if possible, prior to blocking the Account and/or the Payment Instrument or immediately after the blocking, unless the provision of this information would weaken security measures or be prohibited by the applicable legislation.
- 7.5.** The Account and/or the Payment Instrument shall be blocked at the Customer's initiative if the Customer informs the Bank that the Payment Instrument issued to the Customer has been stolen or otherwise lost, or that the funds in the Account and/or the Payment Instrument are or may be used in another illegal manner. The Bank shall have the right to demand that the Customer's oral request to block the Account and/or the Payment Instrument be subsequently confirmed in writing or in another manner acceptable to the Bank. If the Customer's request to block the Account and/or the Payment Instrument is submitted to the Bank orally, the Bank shall have the right to ask the Customer to present certain information about the Customer that is known to the Bank in order to identify the person submitting such request.
- 7.6.** The Bank shall unblock the Account and/or the Payment Instrument (or replace it with a new Payment Instrument) when the reasons for blocking the Account and/or the Payment Instrument no longer exist.
- 7.7.** If the Account and/or the Payment Instrument has been blocked at the Customer's initiative, the Bank may unblock them only upon receipt of the Customer's written request, unless the applicable legislation, these *Payment Rules* or *Terms of Service* provide otherwise. The Bank shall have the right to replace a blocked Payment Instrument with a new one and charge from the Customer a Commission Fee specified in the *Service Rates*.
- 7.8.** The Bank shall not assume liability for the Customer's losses incurred due to the blocking of the Account and/or Payment Instrument, if they were blocked in accordance with the procedure and on the conditions provided for in the *Payment Rules*, the Agreement, and the *Terms of Service*.
- 7.9.** If the Bank suspects fraud while executing Payment Transactions or determines that fraud or other threats to the security of the funds in the

Customer's Account have occurred, the Bank shall immediately contact the Customer to verify whether the Customer has performed the suspicious Payment Transactions or lost the Payment Instrument, or the details of the Customer's Payment Instrument may have become known to third parties. To properly identify the Customer, the Bank shall have the right to ask him/her questions about his/her details known to the Bank. When investigating suspicious transactions, the Bank shall have the right to block the Customer's Account and/or Payment Instrument. If the Customer who has been informed about the suspicious Payment Transactions in his/her Account objects to the Bank blocking the Account and/or Payment Instrument (e.g., the Customer is abroad), the Customer shall bear the losses resulting from any unauthorised Payment Transactions that were executed, and the Bank shall not reimburse such losses as set out in sub-paragraph 6.3.1.

## VIII. INFORMATION PROVIDED TO THE CUSTOMER ABOUT PAYMENT TRANSACTIONS

- 8.1.** Before a Payment Transaction is executed, the Customer may access information about the maximum time of execution of such Payment Transaction and the Commission Fee payable in the customer service units of the Bank, through the Electronic Channels and on the website of the Bank.
- 8.2.** Customers holding Accounts with the Bank are provided with the information about the executed Payment Transactions in the Account Statement.
- 8.3.** The Customer may access the Statement:
- 8.3.1. by visiting a customer service unit of the Bank. In this way, the Statements shall be provided to the Consumer free of charge once a month and the Statement shall contain, depending on the Consumer's choice, information on the Payment Transactions performed on the Account not more than thirty (30) calendar days prior to the Consumer's request or during the previous calendar month. If the Statement is requested by the Customer who is not a Consumer, a Commission Fee specified in the *Service Rates* shall be charged.
- 8.3.2. through the Electronic Channels. In this way, the Statements shall be provided free of charge, regardless of how frequently they are requested. In the Electronic Channels, the Bank shall have the right to specify the period for which statements on the executed Payment Transactions are provided.
- 8.3.3. in a printed form, after covering the postage costs specified in the *Service Rates*;
- 8.3.4. by other means agreed on with the Bank.
- 8.4.** In any case, the Customer shall be required to pay the Commission Fee specified in the *Service Rates* for the additional information provided at the Customer's request and/or more frequent issuance of Statements, and/or delivery of

Statements by any means other than those specified in these *Payment Rules*, and for the provision of information about the Payment Transactions executed based on Single Payment Agreements.

- 8.5. If the Customer performs a single Payment Transaction without holding an Account with the Bank, the Bank shall provide the Customer with the information about the executed Payment Transaction in the Single Payment Agreement (Payment Order form).

## IX. OTHER TERMS AND CONDITIONS

- 9.1. Agreements, *Terms of Service*, *Service Rates* or other documents (e.g., requests, applications, forms), as well as internal regulations of the Bank may provide for a maximum limit (per transaction, day, month) of Payment Transactions performed with Payment Instruments or through the Electronic Channels<sup>2</sup>. Should the Customer wish to change the maximum Payment Transaction limit set by the Bank, he/she/it shall be required to file a request with the Bank and pay the Commission Fee specified in the *Service Rates*. Should the Customer exceed the Payment Transaction limit (per transaction, day, month), the Bank shall stop executing Payment Orders submitted by the Customer. If a Payment Order is submitted in a currency other than that of the Account, the Bank shall apply the same transaction limit to the Account which shall be calculated using the Reference Exchange Rate applicable on the day of execution of the Payment Order.
- 9.2. When performing Payment Transactions in cash at the customer service units of the Bank, the Customer shall be required to recount the cash at the counter before depositing the funds, and when withdrawing cash – to recount it immediately after receiving the funds, without leaving the counter. Having noticed that the amount of funds deposited/received differs from that specified in the payment documents of the Bank, the Customer must immediately submit to the Bank any remarks or claims in connection with the amount of cash and the quality of the banknotes. If the Customer does not submit any remarks or claims, it shall be deemed that the information provided in the payment documents of the Bank is correct.
- 9.3. As a means of payment and settlement, the Bank accepts and disburses euro banknotes and coins, as well as banknotes of certain foreign currencies (not euro), that are fit for circulation and defect-free. The information on foreign currencies (banknotes) accepted and disbursed by the Bank is provided on the website of the Bank. The Bank

does not accept or disburse foreign (not euro) coins. If the Customer wishes to withdraw funds from the Account in a foreign currency (not euro) and part of the amount cannot be disbursed without using foreign (not euro) coins, the Bank shall convert this amount into euro using the Reference Non-Cash Exchange Rate and pay it out to the Customer. The Bank does not accept old or defective foreign (not euro) banknotes and does not exchange them for new ones. Worn or damaged euro banknotes and coins are accepted and exchanged in accordance with the procedure established by the Bank of Lithuania.

- 9.4. In the event of a technical failure at an ATM or other cash withdrawal/deposit terminal (e.g., Perlas Finance UAB terminals), where the Customer uses the Payment Instrument, but cash is not disbursed or not credited to the Account, the Customer must immediately inform the Bank thereof. The Customer's claim regarding the funds that were not disbursed or credited at an ATM/terminal shall be examined within the time limits specified in the *General Rules* and the regulations of MasterCard organisation. The funds shall be credited to the Customer's Account only after the Bank finishes examining the claim and finds out that there was a technical failure at the ATM/terminal.
- 9.5. The Bank has the right to process the Customer's personal data when providing Payment Services or executing Payment Transactions, implementing the statutory requirements, as well as for the purposes of ensuring the prevention, investigation and detection of fraud in payments, and to transfer/provide the Customer's personal data and transaction-related data to international payment card organisations, companies processing information on payment card payments, Payer, Beneficiary, Payer's or Beneficiary's Payment Service Provider, including Payment Initiation Service Provider, Account Information Service Provider, the operator of the payment system used to execute the Payment Transaction, intermediaries of the Bank (correspondent banks), the Supervisory Authority, as well as law-enforcement authorities or persons to whom the Bank is obliged to provide information about the Customer in accordance with the applicable legislation or the concluded agreements.
- 9.6. The Bank shall not assume liability for mutual claims of the Beneficiary and the Payer and shall not examine them, unless the regulations of third parties involved in the execution of the Payment Transaction (e.g., MasterCard) provide otherwise.

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<sup>2</sup> The maximum amount that may not be exceeded by the Customer when performing Payment Transactions in the specified Account, i.e., the limit on a single Payment Transaction, the Payment Transaction limit per day, or the Payment Transaction limit per calendar month.