

TERMS AND CONDITIONS FOR E-SERVICES PROVISION

Unless otherwise expressly stated in the context thereof, all references in this Agreement to the singular shall mean the plural and vice versa. The definitions provided for in this chapter in the upper-case can be specified in the lower-case in the text and have the identical meaning. The terms used in the Agreement shall be interpreted as follows:

I. DEFINITIONS

1.1. Electronic Channels: Bank's on-line banking (the OB) , Bank's mobile application (the App), SMS Bankas, Bank's Self-service System for conclusion of customers' agreements, Securities trading on-line system, or other electronic channels of banking services or third parties that allow the Customer to execute transactions, execute Payment orders, exchange information with the Bank and use other services provided by the Bank by means of remote communication.

1.2. E-Signature: Customer / User's signature formed by electronic means which allows the identification of the signatory and assures authenticity of electronically signed documents / transactions. The Customer / User can use an E.signanture and/ or M.signature and/or "Smart -ID".

1.3. Instructions: instructions for the use of personal authentication instruments available on the Bank's website at www.sb.lt.

1.4. Customer: natural person or legal entity who has entered into an Agreement with the Bank and has the right to perform transactions and / or receive services via electronic channels.

1.5. „SMS bankas“: banking service provided to Customer via mobile phone.

1.6. Application: an integral part of the OB, on-line system of banking services provided via the Bank's mobile application for smart devices that allows you to manage funds in Bank accounts and perform other transactions.

1.7. M.Signature: electronic equivalent of an ink signature which allows the Customer / User to securely and conveniently sign in to OB or App via mobile phone and mobile connection SIM card and sign transactions .

1.8. Payment Order: order given to the Bank by the Customer to execute a transfer transaction or provide services that are provided via Electronic channels.

1.9. User: natural person specified in the Agreement and entitled by the Customer to manage or have the disposition of the funds in the Customer's account using Electronic channels. The User and the Customer can be the same person.

1.10. Transaction: submission by the Customer and / or User of requests and statements to the Bank via electronic channels for the disposition of the funds, account management, fund balance or payment order execution, services or other transactions involving the Bank or third party services which may be performed and / or received via Electronic channels.

1.11. Service Descriptions: Service descriptions of *On-line Banking Service* and *Mobile Banking Service* ("SMS bankas" services) and Bank's Mobile Application on the Bank's website at www.sb.lt.

1.12. Service Provision Terms and Conditions: present *Terms and Conditions for Electronic Services* which constitute an integral part of the Agreement, together with all amendments and supplements, which are available in every customer service point of the Bank and / or on the Bank's website at www.sb.lt.

1.13. „Smart – ID“: The Smart-ID App is a simple, secure and smart instrument for login to OB and signing the transactions. The Customer / User can download the app for free **to the smartphone** or tablet from the AppStore or Google Play stores and register the account using the instruments provided by the Bank: Generator, PIN + SMS or M.signature or E.signature issued by certified digital centres. Smart-ID accounts are of two types:

1.13.1. "Smart-ID Basic": if, at the time of creating the account, the identity will be confirmed by logging to the Bank's on-line banking using the instruments issued by the Bank: Generator / PIN + SMS, then this app could only be used for the banks' on-line banking;

1.13.2. "Smart-ID": if, at the time of creating the account, the identity will be confirmed by M.signature, E.signature, then this app will allow login to the Bank's on-line banking and to electronic service provider systems integrated into the Smart-ID network and to sign the documents therein..

1.14. Account shall mean an account opened in the Bank in the name of the Customer and specified in this Agreement. Also, all other accounts not specified in the Agreement which the Bank will open for the Customer after signing of the Agreement.

1.15. OB: system of banking services provided through the Bank's on-line banking, which is accessed through the Bank's website at www.sb.lt.

1.16. E.signature: a chip personal identity card (issued from 2009 by the Migration Department) or a USB storage medium (issued by the State Enterprise Centre of Registers), which has qualified certificates to securely login to the OB and sign transactions. E.signature cannot be used on mobile devices. The Customer / User's computer must be additionally prepared for the use of the E.signature.

1.17. Agreement: *On-line Banking Service Agreement* or *Mobile Banking Service Agreement* ("SMS bankas" service provision agreement) entered into by and between the Customer and the Bank including the integral parts: *General Rules*, *Payment Rules*, *Service Rates*, *Service Descriptions*, *Personal Data Protection Rules* and these *Terms and Conditions for E-Services*.

1.18. Authentication facilities: instruments used or issued by the Bank or third parties to the Customer/User to identify the Customer/User's identity and confirm the

transactions performed by the the Customer/User. The following authentication facilities are used on the OB: User's ID, original password, login password, PIN+SIM, Generator and Electronic signature (M.Signature, E.Signature, Smart-ID). The following authentication facilities are used on application: User's ID, login password, PIN+SIM, mobile telephone number and M.signature. When using Mobile Banking the Customer is identified by mobile phone number, original password, permanent password.

II. AUTHENTICATION MEASURES: ISSUE, USAGE AND STORAGE

2.1. The Bank, after entering into an Agreement with the Customer, shall issue the Customer/User the authentication measures or the Customer/User uses a M.signature/ E.signature/Smart ID which shall be known only to the Customer/User. In the event that the Customer and the User is not the same person, the Customer undertakes to hand the intact authentication measures issued by the Bank over to the User. The Customer/User can also log in and sign up transactions with the E-signature. The Customer shall pay the charges for the authentication measures issued by the Bank specified in the *Service Rates* or in a separate arrangement between the Customer and the Bank.

2.2. The Customer / User shall be identified by means of authentication measures issued / provided prior to the execution of banking transactions via Electronic channels. If there is a separate agreement between the Customer and the Bank and there is a technical possibility, the Customer / User can be identified by means other than those specified herein.

2.3. Use of authentication measures shall be considered the Customer / User's signature (the signature of the representative and the seal of the company where the Customer is a legal entity, provided the company is obliged to have a seal). A payment order, transaction, agreement and other notices or statements generated and transmitted via Electronic channels using the authentication measures shall have the same legal force as a written document signed by the Customer or its legal representative, or the User.

2.4. Orders to carry out operations, enter into transactions, sign agreements that are placed with the Bank via electronic channels using the authentication measures supplied to the User shall be deemed submitted by the User and shall have the same effect as if they were submitted by the Customer in person and therefore the Customer is liable to ensure and control that orders for the Bank to carry out operations, enter into transactions, sign agreements are submitted to the Bank via Electronic channels only by the Customer's authorised representatives, i.e. persons who have the right of first signature vested in them by the Customer in the Agreement.

2.5. The Customer / User must ensure security of the authentication measures, keeping them safe and confidential, as well as to taking all reasonable steps to

ensure that third parties should not be able to use them or communicate through their use. The authentication measures shall be known only by the Customer/User who is responsible for their careful maintenance (not keeping together all the means of identification, keeping the PIN card or Generator separately, not writing the User's ID and/or the permanent password on the PIN card or things kept together, etc.) The Customer / User shall have no right to hand the authentication measures over to third parties or to allow them any other access to the authentication measures, including the Customer.

2.6. If the authentication facilities are under threat of exposure to third parties, or if they are missing, lost, taken over or accessed by third parties, or if there occur other reasons preventing the Customer / User from handling the authentication measures, or where there is a risk that third parties can or could have taken advantage of electronic channels in the Customer / User's name, or if the Customer's ID card, mobile phone, SIM card or USB flash media is lost, the Customer / User shall notify the Bank without delay. Verbal messages on electronic channel access denial are received by phone which is published on the Bank's website at www.sb.lt and written statements are accepted at any branch of the Bank. If the User ID gets blocked and / or the User's right to execute transactions on behalf of the Customer is cancelled at the Customer or User's verbal request, the Customer has to arrive at the Bank and furnish a request in writing. The User ID gets unlocked only after the Customer arrives at the Bank and submits a written request.

2.7. If there is the possibility that third parties can or could have taken advantage of the authentication measures supplied to the Customer / User, the Customer / User must report a crime committed (theft of authentication facilities, etc.) to the appropriate law enforcement authorities and subsequently cooperate with them and / or the Bank in solving the crime.

2.8. In order to protect the User and / or Customer interest, the Bank has an own-initiative right to deny access to electronic channels if wrong authentication measures, have been used a few times and there is suspicion that third parties can take advantage of such measures. Access to the OB and/or the App gets blocked after a wrong login OB and/or App password has been entered 5 (five) times or it is blocked temporarily after the code from the PIN card or the code received by SMS message/ generated by Generator has been entered incorrectly for 3 (three) times and gets blocked if it has been entered incorrectly for another 3 (three) times. Using the Identity authentication measure issued not by a Bank, the blocking is carried out in accordance with the requirements of third parties.

2.9. Access to SMS Bankas gets blocked after a wrong permanent password has been entered for 5 (five) times.

2.10. If the Customer and / or User has lost, damaged, or otherwise violated confidentiality of the authentication measures issued by the Bank, the Bank shall, at the Customer's request, issue / provide the

Customer / User with new authentication measures charged under *Service Rates*.

2.11. Upon first login to the OB, the User must replace the original password with the login password and subsequently replace it periodically. Upon first login to SMS Bankas the Customer must replace the original password with the permanent password. The Customer / User shall create a login / permanent password in accordance with the procedure laid down in *Service Description*.

2.12. The Customer / User shall provide a mobile phone number to the Bank. The Customer / User can change the mobile phone number by which he will be identified while using electronic channels at the Bank, through the OB or other means acceptable to the Bank. The Customer / User must notify the Bank of blocking the mobile phone number and / or intention not to use the given mobile phone number in future. Upon receipt of the Customer's / User's notification of blocking the mobile phone number and / or the Customer's / User's intention not to use the given mobile phone number in future the Bank shall have the right, without the Customer's / User request, to block the SMS Bankas service. The Customer shall assume all risk of loss and other consequences that arise due to circumstances brought about before the Customer / User has notified the Bank of blocking the mobile phone number and / or intention not to use the given mobile phone number in future.

2.13. Upon expiration and / or termination of the Agreement or request of the Bank the Customer / User must return to the Bank the authentication measures supplied by the Bank.

III. EXECUTION OF TRANSACTIONS

3.1. After signing the Agreement, the Customer / User shall be entitled to perform all transactions via the appropriate Electronic channels permitted by the Bank, including transactions via the appropriate Electronic channels permitted by the Bank in future after the Agreement is signed.

3.2. The Customer / User can use the appropriate Electronic channels at the time of day established by the Bank and specified in a relevant Service Description. The Bank may change the time of access to the appropriate electronic channels after having notified the Customer. The Bank shall also have the right to suspend use of electronic channels for important reasons such as maintenance, software development or modification, etc.).

3.3. If the Customer executes transactions via SMS Bankas or the Customer/User submits orders by telephone the Bank has a right to record all conversations and payment orders provided by the Customer/User to execute transactions. These records, if necessary, may serve as proof of orders placed and transactions executed via Electronic channels by the Customer / User.

3.4. The Bank shall execute electronic payment orders for transactions under the terms and conditions provided for in the bank account agreement between the Bank and the Customer as well as in the Payment Rules, and in the absence of such terms, within the time limits imposed by the law. A payment order for transaction placed through Electronic channels can be cancelled, except in cases where the Bank has already executed the payment order. The Customer may cancel the payment order placed via electronic channels by submitting an open format written application in a customer service point of the Bank or on the OB.

3.5. The Bank shall not execute the Customer's payment orders for transactions on the account if the Customer orders for transactions on the account placed via electronic channels do not meet the terms and conditions of the Agreement and / or the Bank's requirements, as well as in other cases under the law or a bank account agreement between the Bank and the Customer where the Bank has the right or is required to reject debit from the Customer's account or the Bank has reasonable suspicion that the order was placed not by Customer / User.

3.6. The Bank shall execute orders for transactions placed by the Customer / User via Electronic channels if the account balance is sufficient for a specified transaction and the transaction fee approved in Service Rates by the Bank.

3.7. The Bank shall execute orders for transactions placed via Electronic channels in compliance with terms and conditions specified in a relevant Service Description.

3.8. The Customer shall assume full responsibility and commitment for all operations, orders, statements, transactions made, agreements signed, as well as for any losses incurred after the Customer / User identification data has been entered in the Bank's system and before access to the appropriate Electronic channels has been blocked following receipt of the Customer / User's verbal / written (as appropriate) application or termination of the Agreement.

3.9. The Bank shall not bear responsibility for the wrong data in the Customer / User's transactions if they are technically correct and placed in the appropriate manner by the use of authentication measures.

3.10. The Bank shall be entitled not to execute payment orders to carry out an operation, enter into an agreement, comply with the Customer's / User's request if it constitutes a breach of provisions of the Agreement, the Services Terms and Conditions, Service Description, General Rules, Payment Rules, Personal Data Protection Rules or any legislation of the Republic of Lithuania.

3.11. When the Agreement concluded by way of mutual consent of the Customer and the Bank or by unilateral decision of the Bank, or as prescribed by legislation of the Republic of Lithuania, transaction limits on the account: can be set per transaction, per day transaction and per month transaction limits which can not be exceeded by

the User. If these limits are exceeded, the Bank shall not execute payment orders for transactions.

3.12. If the payment order is in currency other than the transaction currency specified in the Agreement, the Bank applies the account the transaction limit calculated in accordance with the Main Currency Exchange Rate valid on the day of the payment order.

3.13. To change the transaction limits on the account, the Customer must submit an application to the Bank.

IV. RIGHTS AND LIABILITIES OF THE BANK

4.1. The Bank shall have the right to cancel the existing services and / or introduce new services provided via Electronic channels, giving notice to the Customer directly to the Customer contact addresses available or by publicly announcing on the Bank's website at www.sb.lt.

4.2. The Bank shall issue and provide the Customer and / or User with authentication measures charged under *Service rates*, which shall be used to manage accounts, enter into agreements, send / place payment orders and statements to the Bank via electronic channels or to receive information about the status of the accounts.

4.3. The Bank applies appropriate technical and organizational measures to protect the Customer and / or User personal data against accidental or unlawful destruction, alteration, disclosure or any other unlawful access to or processing of personal data.

4.4. The Bank shall not be liable if the Customer / User could not access Electronic channels because of the absence or failure of hardware, software or other equipment, faults of telecommunication networks or telecommunication service providers, or if information has been lost, mutilated, etc. because of telecommunication breakdowns.

4.5. The Bank shall have the right to suspend access to Electronic channels for on-going technical, system upgrading, interruptions or other valid reasons, giving notice to the Customer and / or User in a timely and appropriate manner via electronic channels and / or on the Bank's website at www.sb.lt.

V. RIGHTS AND LIABILITIES OF THE THE CUSTOMER/USER

5.1. The Customer shall ensure that only Users specified in the Agreement shall be granted access to Electronic channels.

5.2. When giving the User the right to access Electronic channels, the Customer must ensure that the User is familiar with *Services Terms and Conditions*, *Service Description*, *General Rules*, *Payment Rules and Service rates*, *Service Descriptions*, *Personal Data Protection Rules*.

5.3. The Customer shall carefully inspect extracts of the Account and transactions effected and specified in them periodically but no less than once a month. The

Customer, having detected inaccuracies or inconsistencies in the Account statement, must immediately submit to the Bank a claim in writing or in another manner acceptable to the Bank regarding the transaction executed in the Account or other actions of the Bank that do not comply with the Agreement.

5.4. The Customer undertakes to immediately notify the Bank of any changes in the Customer's address, mobile phone number, the Customer's Users, the Customer's / User's name or other data referred to in the Agreement. Non-compliance with the given requirement shall deprive the Customer of the right to claim that the actions of the Bank, based on the last known Customer details, do not comply with the Agreement or that the Customer did not receive services subscribed via Electronic channels or that the execution of transactions was improper.

5.5. The Customer / User shall be entitled to use Electronic channels if technical means, hardware, software and other equipment used by it is consistent with the Bank's requirements. The Customer / User shall comply with all reasonable security measures with respect to hardware, software and other equipment used by it, to enable safe transactions and non-disclosure of any information to third parties. The Customer and / or User shall be held liable for any consequences related to the inadequate system protection.

5.6. The Customer / User shall have the right to use electronic channels at the time of day established by the Bank and specified in a relevant *Service Description*. The Bank may change the time having Electronically or otherwise notified the Customer.

5.7. The Customer shall be liable for a sufficient amount of funds in the accounts to pay transaction fees, execute payment orders under the Agreement, and pay charges under *Service rates*.

5.8. The Customer undertakes not to repeat the same transactions that are available through other means, i.e. other corresponding Electronic channels.

5.9. The Customer shall assume full responsibility and risk of loss and other consequences that may arise due to improper fulfilment of the obligations under the Agreement and the present *Terms and Conditions for Services*, as well as of payment orders or transactions executed via electronic channels, and veracity of any data contained therein.

VI. MISCELLANEOUS

6.1. The Customer is aware that:

6.1.1. The Agreement shall enter into force on the day of its signature is open-ended;

6.1.2. The Agreement can be amended or terminated with consent of both Parties;

6.1.3. The Agreement can be unilaterally terminated by either Party upon at least 5 (five) calendar days prior written notice to the other party;

6.1.4. The Agreement shall automatically terminate upon termination of all bank account agreements between the Bank and the Customer;

6.1.5. The Bank shall have the right to unilaterally suspend e-services with regard to the Customer at any time or terminate the Agreement without a prior notice to the Customer for good reasons provided that:

6.1.5.1. the Customer does not comply with or violates the Agreement, *Services Terms and Conditions*, *Service Description*, *General Rules*, *Payment Rules* or *Personal Data Protection Rules*;

6.1.5.2. the Bank suspects that the Customer / User has lost the authentication measures;

6.1.5.3. the Customer is declared bankrupt, incompetent or dead;

6.1.5.4. in other cases prescribed by *General Rules* or by legislation of the Republic of Lithuania.

6.2. The Bank, without giving any reason, shall have the right to unilaterally terminate or suspend services provided via Electronic channels by giving the Customer

at least 5 (five) calendar days prior public notice on the Bank's website at www.sb.lt or at other addresses of the Customer available to the Bank.

6.3. Losses caused prior to the notice of authentication facilities blocking to the Bank under *Services Terms and Conditions* shall be borne by the Customer. Losses caused after the notice of authentication facilities blocking to the Bank under *Services Terms and Conditions* shall be borne by the Bank, except for losses caused by deliberate intention or gross negligence by the Customer / User.

Limited liability public company Šiaulių Bankas