

GENERAL TERMS AND CONDITIONS OF USE OF THE PAYMENT CARD

Valid from 13.02.2023

These *General Terms and Conditions of Use of the Payment Card* shall apply to Customers who have concluded a *Payment Card Agreement* with the Bank (hereinafter referred to as the Agreement). If the Bank imposes on the Customer conditions other than those set out in these *General Terms and Conditions of Use of the Payment Card*, all such conditions shall be specified in the Agreement.

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
I. CONCEPTS

- 1.1. **Bank** – AB Šiaulių bankas, whose details and contacts are specified in the *General Terms and Conditions* or in the Agreement.
- 1.2. **General Terms and Conditions of Use of the Payment Card** – these *General Terms and Conditions of Use of the Payment Card*, approved by the Bank, which the Customer may get acquainted with in advance on the Bank's website www.sb.lt or at the Bank's customer service units, and if the Customer so requests, the Bank will issue a paper copy of the *General Terms and Conditions of Use of the Payment Card* free of charge. The *General Terms and Conditions of Use of the Payment Card* shall form an integral part of the Agreement and shall not be signed by the Parties.
- 1.3. **General Rules** – the *General Rules for the Provision of Services of Šiaulių Bankas* approved by the Bank, are an integral part of the Agreement. The *General Rules* are available to the Customer on the Bank's website www.sb.lt or at the Bank's customer service units, and upon the Customer's request, the Bank will provide a paper copy of these Rules free of charge.
- 1.4. **Financing Limit Agreement** – an agreement whereby the Parties agree on the maximum amount of one or more credits to be granted to the Client (legal entity), and the terms and conditions and Security Instruments applicable to all such credits.
- 1.5. **Internet Banking** – a service provided by the Bank that allows the Customer to remotely manage and dispose of the Account, perform payment operations, submit applications, conclude or terminate transactions with the Bank, and use other functionalities provided by the Internet Bank.
- 1.6. **Law** – Law on Consumer Credit of the Republic of Lithuania.
- 1.7. **Customer** – a legal entity (including a farmer) or a natural person specified in the Agreement who has an Account with the Bank and to whom the Bank issues a Card on the basis of the Agreement. The person specified in the Card shall be deemed to be the Card User.
- 1.8. **Card** – a personalised electronic payment instrument issued by the Bank, which may be used by the Cardholder indicated on the Card. In the Agreement, the term 'Card' shall include the term 'Supplementary Card' unless the context otherwise requires.
- 1.9. **Card blocking** – suspension of cash withdrawals and Card payments.
- 1.10. **Card User** – a natural person to whom a Card has been issued, whose details (name and surname) are imprinted on the Card and who has the right to use the Card to make payment transactions, withdraw cash, pay for goods or services online or at retail outlets, from the Customer Account.
- 1.11. **Credit Limit** – the credit limit granted by the Bank to the Customer for the term specified in the Agreement and in the specified Account, which the Customer may use and which the Customer must repay to the Bank under the terms and conditions set out in the Agreement and these *General Terms and Conditions of Use of Payment Card*.
- 1.12. **Payment Rules** – the *Rules of Provision of Payment Services of Šiaulių bankas* approved by the Bank, which are an integral part of the Agreement. The *Payment Rules* are available to the Customer on the Bank's website www.sb.lt or at the Bank's customer service units, and upon the Customer's request, the Bank will provide a paper copy of these Rules free of charge.
- 1.13. **Amount Payable** – the Credit Limit or part thereof, accrued interest and/or other Amounts Payable by the Customer to the Bank under the Agreement (if applicable) and the *Service Fees* (if applicable).
- 1.14. **Interest** – the remuneration paid by the Customer to the Bank as a percentage of the Credit Limit granted and used by the Customer, as specified in the Agreement or in *Service Fees*.
- 1.15. **Supplementary Card** – a Card issued at the request of the Client to a natural person designated by the Client, which entitles the natural person to use the Supplementary Card to make payment transactions, to withdraw cash, to pay for goods or services on the Internet or at merchants and service outlets, and to carry out any other actions specified in the Client's request. The Supplementary Card is linked to the Customer's Account.
- 1.16. **Additional Conditions and Obligations Agreement** – an agreement concluded with the Customer (legal entity) to whom the Credit Limit is granted. By this Agreement, the Parties agree on the additional conditions, financial indicators and performance of the

obligations applicable to the Client and the sanctions for non-performance. In the event that the terms and conditions contained in the Supplementary Terms and Conditions Agreement differ from the terms and conditions set out in the *General Terms and Conditions for the use of the Payment Card*, the Agreement or the Financing Limit Agreement, the terms and conditions contained in the Supplementary Terms and Conditions Agreement shall apply.

- 1.17. **Card Payment Transaction Limit** – the number of daily or monthly Card Payment Transactions or the limit of the amount of funds used, set by the Bank for the Customer, as specified in the *Service Fees*. The Bank and the Customer may agree on a limit of payment transactions by Card applicable only to a specific Card.
- 1.18. **Service Fees** – the fees approved by the Bank for the services provided by the Bank and the transactions carried out by the Bank, which are available on the Bank's website www.sb.lt or at the Bank's customer service units, and upon the Customer's request, the Bank will issue a paper copy of the *Service Fees* free of charge.
- 1.19. **PIN** – a personal identification number issued to the Cardholder to confirm the Cardholder's identity. The PIN is provided in a sealed envelope (when collecting the Card from a Bank branch) or in the Internet Bank (when sending the Card by post).
- 1.20. **Supervisory Authority** – the Bank of Lithuania, legal entity code 188607684, address: 4 Totorių St., Vilnius, electronic delivery box address 188607684, website address www.lb.lt, which, in accordance with the procedure laid down by the legislation of the Republic of Lithuania, supervises the activities of banks, and, in accordance with the procedure laid down by the legal acts of the Republic of Lithuania, handles disputes between consumers and participants of the financial market, which arise from the provision of financial services.
- 1.21. **Account** – the bank account specified in the Agreement, opened in the Customer's name and linked to the Card. The Account may be subject to a Credit Limit if the Bank and the Customer agree on it when concluding the Agreement.
- 1.22. **Secure Online Payment Programme** – the Mastercard ID Check service, which provides additional identification of the Mastercard card user when the Card User pays for goods or services online and uses the Card data, where during the payment transaction the User is asked to additionally enter a password known only to the Card User and a one-time password, which is sent from the Bank by SMS.
- 1.23. **Agreement** means the *Payment Card Agreement* entered into by the Parties for a particular type of Card.
- 1.24. **Security Instruments** means the instruments specified in the Agreement and/or the Financing Limit Agreement to secure the performance of the Client's obligations under the Agreement, such as pledge or surety agreements.
- 1.25. **Consumer** – a Customer (natural person) who enters into a Contract with the Bank *for personal or family or household needs* and who is subject to the provisions of the Act.

II. USING THE CARD

- 2.1. On the basis of the Agreement, the Bank shall issue the Card and an envelope containing a PIN known only to the Cardholder. The Bank shall have the right to abbreviate the name and/or surname of the Cardholder on the Card so that the total number of characters does not exceed 26 characters.
- 2.2. At the Customer's request, Supplementary Cards may be issued to persons designated by the Customer, which may have a validity period that does not coincide with the validity period of the main Card. In such a case, the Agreement shall remain in force for the duration of the last issued Supplementary Card. The Supplementary Card shall be subject to the Card Administration Fee set out in the *Service Fees* at the time of its issue, which shall apply for the duration of the Supplementary Card's validity, notwithstanding that the amount of the Card Administration Fee may be subject to change in the *Service Fees*. The Customer shall make the User of the Supplementary Card aware of the Agreement and these *General Terms and Conditions of Use of the Payment Card*. The Customer shall be responsible for the fulfilment of the obligations of the Supplementary Card User under the Agreement, including the repayment of the Credit Limit used (if the Customer is granted a Credit Limit).
- 2.3. If the Agreement is concluded via Internet Banking and the Customer wishes to receive the Card by post, the Bank shall send an inactive Card to the address specified by the Customer. The fee for mailing the Card shall be as set out in the *Service Fees*. Upon receipt of the Card, the Customer must activate the Card using the Internet Bank. At the time of activation of the Card, the Customer confirms the terms of the Agreement in the Online Banking, and the Customer is shown a PIN code which they must remember. The PIN is shown to the Customer only once.
- 2.4. Upon receipt of the Card by post, the Customer shall do the following:
 - 2.4.1. Ensure that the name and surname or the name of the legal entity are printed correctly on the Card.
 - 2.4.2. Activate the Card in the Internet Bank within 3 (three) months from the date of ordering (or renewing) the Card. If the Customer does not activate a new (or renewed) Card within this period, the Bank shall permanently block the Card and the Customer shall be obliged to order a new Card if they wish to use the services.
 - 2.4.3. Not activate a Card received by post if it is received in a damaged envelope or if there is a suspicion that the Card may have been removed from the envelope and to notify the Bank.
- 2.5. By using the Card, the Cardholder may do the following:
 - 2.5.1. Pay for goods and services in Lithuania or abroad at Mastercard-branded points of sale and online.
 - 2.5.2. Make a payment transaction using the contactless payment function of the Card, i.e. when the payment transaction is authorised (confirmed) by connecting the Card to a card reader supporting the contactless payment function, which is marked with the symbol . The contactless payment function of the Card shall be activated after the first payment transaction with the Card has been made using a card reader or after the payment transaction has been confirmed at an automatic teller machine (ATM) with a PIN code. The contactless payment function for the Card is activated/deactivated in the Internet Bank or by contacting the Bank. If the amount of the payment transaction exceeds the amount of the payment transaction set by the Bank which does not require a PIN, or if the Cardholder has already carried out the number of payment transactions set by the Bank which have not been confirmed by a PIN, or if the card reader does not support the contactless payment function, the Cardholder shall confirm the payment transaction by entering the PIN or by performing other specified actions.

- 2.5.3. Withdraw cash from Mastercard-branded ATMs in Lithuania or abroad that are members of Mastercard Worldwide. Cards belonging to the Mastercard Worldwide Association can only be used at Mastercard-branded service points.
- 2.6.** To avoid losses, the Cardholder must heed the following:
- 2.6.1. Remember to keep the PIN secret – do not write the PIN on the Card and/or other objects, do not enter it into a mobile phone, change the PIN at an ATM if necessary, and destroy the envelope with the PIN (if one has been received).
- 2.6.2. Do not mail your Card, do not to give it to anyone, and keep it safe and secure, ensuring that no third party has access to the Card or its data.
- 2.6.3. The Card must not be folded, and should be protected from water, high temperatures, electromagnetic fields or other mechanical damage.
- 2.6.4. Do not disclose the PIN code, passwords of the Secure Online Payment Programme or other means of identity verification (e.g. mobile signature or SMART ID passwords) to third parties or otherwise prevent or enable their use of the Card or its data, or disclose (download) the Card verification value (CVV) code on the Card, unless the Cardholder has initiated the payment transaction on their own initiative. Disclosure of such data, whether intentionally or negligently, shall enable third parties to make unauthorised use of the funds in the Account.
- 2.6.5. Do not leave the Card at an ATM, or service or retail outlet after using it.
- 2.6.6. Return the Card to the Bank upon its expiry, termination of the Agreement or at the Bank's request. If the Card is not returned to the Bank, it must be cut up or otherwise destroyed before being discarded.
- 2.7.** The Card can be used at any time of the day or night until the expiry of the Card's validity period, i.e. until the 24th hour of the last day of the year and the month indicated on the Card.
- 2.8.** In accordance with Mastercard Worldwide rules, all Cards issued by the Bank are enrolled in Mastercard's free *Automatic Billing Updater (ABU)* programme. The ABU service provides information to merchants or service providers participating in the ABU programme about changes to the details of the Card for which the Cardholder has provided the merchant or service provider with the Cardholder's details (Card number, expiry date) and has given the merchant or service provider permission to make recurring and automatic payments or changes to the details for future recurring payments. In accordance with the terms of the ABU programme, the Bank shall transmit the Card Number and the Card Expiry Date of a newly issued Card, a renewed (expired) Card, a reissued Card, and the blocking or closing of a Card. The participation of merchants and service providers in the ABU programme is optional and the automatic inclusion of the Card in the ABU programme does not relieve the Cardholder of the obligation to ensure that merchants or service providers have the correct Card information – failure to do so may result in the rejection of a recurring or automatic Card payment. A Customer who wishes to have their Card details not automatically transmitted in accordance with the terms and conditions of the ABU programme may opt out of this service by making a request to the Bank's Branch Office or the Internet Bank.
- 2.9.** If the Card has been damaged, lost or the name of the Cardholder has changed, the Customer has the right to apply to the Bank for a new Card. In such case, the newly issued Card shall be valid until the expiry date of the previous Card and shall be issued upon payment by the Customer of the replacement fee set out in the *Service Fees*.
- 2.10.** At the end of the Card's validity period, the Bank may, for the purpose of performance of the Agreement, contact the Customer to ascertain the Customer's need for a new Card to be reissued (renewed). The Bank shall send the Customer a notification of the expiring Card and provide a link on the Internet Bank where the Customer can change the renewal and withdrawal settings of the Card. If the Customer does not notify the Internet Bank by the end of the 9th day of the last month of the Card's expiry date that they no longer wish to renew the Card, the Bank shall issue a new Card. For the new Card produced, the Bank shall debit the renewal fee from the Account and issue a new Card to the Cardholder. If the Customer has been granted a Credit Limit, the Bank shall have the right to produce a new Card for the Customer upon the final repayment date of the Credit Limit, but shall not be obliged to grant and/or extend the Credit Limit. If the Bank no longer distributes the type of Card used by the Customer, the Customer shall be issued with the nearest Card of the same type (debit or credit) in terms of usability and features (not necessarily of the same type of the same international payment card organisation 'Mastercard' and/or other).
- 2.11.** The Bank shall keep the new (renewed) Card and the envelope with the PIN code in the Bank for a period not exceeding 3 (three) months from the date of manufacture of the Card. If the Customer does not collect the new (renewed) Card within this period, the Bank shall destroy the Card and the envelope with the PIN.
- 2.12.** The Bank has the right not to renew the Card in the following situations:
- 2.12.1. There are no funds in the Account to debit the fee for the Card produced.
- 2.12.2. No payment transactions with the Card (cash withdrawals and/or deposits, Card payment transactions at retail outlets (including e-shops)) have been made on the Account in the last 3 (three) months prior to the expiry date of the Card.
- 2.12.3. The funds are restricted.
- 2.12.4. The Client owes the Bank for services rendered.
- 2.12.5. There are conditions set out in the *General Terms and Conditions* under which the Bank has the right to refuse to provide the service to the Customer.
- 2.13.** The Bank has the right to temporarily suspend the right to use the Card for important reasons (technical maintenance, software change, improvement of the Bank's information systems, Customer's default, etc.).

III. MAKING CARD TRANSACTIONS

- 3.1.** The Customer, using the Card, has the right to dispose of the funds in the Account in accordance with the terms and conditions set out in the legislation and the *Payment Rules*, and is obliged to pay the Bank the fees (remuneration) for the services provided by the Bank as set out in the *Fees for Services*.
- 3.2.** The Client shall be fully responsible for all payment transactions performed with the Card (including the Supplementary Card), the correctness of the data of the payment instructions submitted for execution and for the fulfilment of all the obligations provided for in the Agreement and the *General Terms and Conditions of Use of Payment Card*.
- 3.3.** Only the Cardholder (natural person) whose name is indicated on the Card or, if the Cardholder is a legal

person, the person indicated on the Card, may use the Card. If requested by an employee of the point of sale or service outlet, the Cardholder must present an identity document.

3.4. A payment transaction made using the Card or its data shall be deemed to be authorised if the Cardholder does one of the following.

3.4.1. The Cardholder confirms the payment transaction by entering the Card PIN or other means of identification.

3.4.2. The Cardholder confirms the payment transaction by holding the Card against a card reader with a contactless payment function.

3.4.3. The Cardholder provides the Card and/or their details to service providers (hotels, rental companies, websites, etc.), where the Card can be used for payment without presenting the Card itself) and/or confirms the transaction with the passwords of the Secure Online Payment Application. The Cardholder shall keep the confirmation of the order of goods or services received electronically from the service provider until this information appears on the Account statement.

3.4.4. signs the payment transaction document confirming the payment with the Card. The Cardholder shall sign the document confirming the payment transaction by the Card with the same signature as the signature on the Card. Signing with different signatures shall be considered gross negligence on the part of the Cardholder.

3.5. PINs, passwords of the Secure Online Payment Application or other means of identification used to confirm payment transactions shall be equivalent to the Cardholder's signature.

3.6. Before entering the PIN code or entering any other data of the Card or the means of identification, before applying the Card to the card reader, or before signing a document confirming the transaction made with the Card, the Card User shall carefully check the information of the payment transaction and be sure that they have initiated the payment transaction.

3.7. If the Client has not initiated the payment transaction themselves, but have intentionally or due to gross negligence failed to fulfil the obligations set out in Clauses 2.6, 4.1, 4.2 of these Terms and Conditions, i.e. has disclosed the Card or the identification data to third parties, then the Client shall bear all the losses incurred due to the unauthorised payment transactions.

3.8. When withdrawing cash from an ATM, the Cardholder shall place the Card in the specified location in the direction indicated on the ATM screen and follow the instructions on the ATM screen. The ATM displays the actual Account balance, therefore, if during a withdrawal operation the Account does not have sufficient funds to pay the fee for this service, the Bank will not perform the withdrawal operation for the Customer. If a withdrawal operation is performed and a debt is incurred, the Bank shall debit the resulting debt from the Customer's accounts in accordance with the procedure set out in the *Payment Rules*.

3.9. In cases specified by Mastercard associations, the Card can be used to pay or withdraw cash without checking the balance in the Account. The Account balance shall not be checked if the payment service provider servicing the merchant or service establishment where the Customer pays with the Card is unable to check the Account balance, e.g. there is no internet connection at that location. In such a case, the Bank shall not reserve funds in the Account and shall debit the funds as soon as a notification is received from the merchant or service provider about the service provided and the Card settlement. If the Cardholder pays for goods or services,

or withdraws cash in the absence of sufficient funds in the Account, Clause 5.14 of these Terms and Conditions shall apply to the Customer.

3.10. If the Cardholder performs a payment transaction with the Card and there are funds in the Account, the Bank, in accordance with the Mastercard Association Rules, reserves an amount of funds in the Account, which is debited upon receipt of a notification of payment with the Card from the merchant or service provider. If the Bank does not receive notification of a mandatory settlement within 10 (ten) calendar days from the date of the reservation of funds, the Bank shall withdraw the reservation of funds. Notwithstanding the foregoing, if the Bank receives notification from the merchant or service provider after 10 (ten) calendar days, the Bank shall comply with the merchant's or service provider's request to debit the required amount of funds from the Account, regardless of whether there are funds in the Account. In such case, Clause 5.14 shall apply to the Customer.

3.11. The Bank shall not be liable if a third party refuses to accept the Card, to pay out cash, or if the Bank is unable to execute a payment order due to the actions of a third party, or for losses incurred by the Customer when using the Card, unless the losses are caused by the fault of the Bank.

3.12. The Secure Online Payment service is provided only to users of Mastercard Group Cards issued by the Bank who register their Cards in the Secure Online Payment application. Information on the Card Secure Online Payment Programme is available on the Bank's website www.sb.lt. The Bank has the right not to execute the Customer's online payment transaction if the Customer has not registered the Card in the Secure Online Payment Programme.

3.13. When paying with the Card online, the Cardholder must, at the request of the e-shop, provide the CVV code (Card Identification Code) of the Card, i.e. the last three digits embossed on the signature strip of the Card and, if the merchant or service provider participates in the Mastercard ID Check programme, to additionally enter the two types of passwords of the Secure Online Payment Programme to confirm the payment: (a) a permanent password created by the Customer at the time of registration of the Card in the Secure Online Settlement Programme, and (b) a one-time password sent by the Bank to the Customer by SMS, which is valid for 5 (five) minutes and is applicable for only one payment transaction. If an incorrect permanent or one-time password is entered five times, the Card shall be blocked for online payment. By providing the Card details to the service provider or third parties and additionally confirming the transaction with two passwords of the Secure Online Payment Application, the Cardholder shall be deemed to confirm that they have initiated the payment transaction, that they have familiarised themselves with the details of the payment transaction, that the details of the payment transaction are correct, and that the Cardholder is submitting a payment order for the transfer of funds or the payment of goods or services.

3.14. For Card payments where the currency of the payment transaction differs from the currency of the Account, a currency conversion is carried out, subject to a percentage mark-up on the exchange rate. The percentage mark-up on the foreign exchange rate to the euro (in the case of settlements in countries of the European Economic Area) is calculated taking into account the basic exchange rate between the foreign currency and the euro as published by the European Central Bank, the exchange rate of the currency used

by Mastercard for processing the transaction, and the conversion fee set by the Bank. The percentage exchange rate mark-up can be checked in the calculator on the Bank's website www.sb.lt. When the User pays with the Card in a country of the European Economic Area outside the euro, the Bank sends the User a notification on the applicable exchange rate percentage mark-up to the Bank's mobile banking application. The same notification shall be sent again after the Card has been settled in the same currency no earlier than 30 calendar days after the last notification was sent. The User may opt out of receiving notifications of exchange fees by indicating this in the settings of the Bank's mobile banking application. The Customer (legal entity) is not sent these notifications.

- 3.15.** For Card payments where the currency of the payment transaction is different from the currency of the Account, the currency conversion shall be performed as follows:
- 3.15.1. If the payment transaction is executed in euro and the Account linked to the Card is opened in another currency (other than euro), the Bank shall convert the amount of the payment transaction into the currency of the Account on the day of debiting the funds from the Account at the basic non-cash currency selling rate set by the Bank and published on the Bank's website www.sb.lt.
- 3.15.2. If the payment transaction is executed in a foreign currency other than euro, then the amount of the payment transaction shall be converted into euro at the exchange rate used by Mastercard Worldwide for processing the transaction on the date of execution of the payment transaction, and if the currency of the Account is not in euro, then the amount received shall be converted by the Bank to the currency of the Account on the date of debiting the funds from the Account at the basic non-cash currency selling rate determined by the Bank, plus the conversion fee specified in the *Service Fees*.
- 3.16.** The Customer shall be held liable for all transactions made with the Card prior to the date of termination of the Agreement and for a period of 40 (forty) calendar days after termination or expiry of the Agreement. The Bank has the right to set the number of daily or monthly payment transactions using the Card or a limit on the amount of funds used. The Bank and the Customer may also agree on a limit of payment transactions by means of the Card applicable only to a specific Card. The daily transaction limit shall be calculated from 00:00:00 to 23:59:59 and the monthly limit shall be renewed from 00:00:00 on the first day of the month to 23:59:59 on the last day of the month. If the Cardholder exceeds the daily or monthly limit of payment transactions with the Card, the Bank shall not execute the payment instructions submitted by the Customer.

IV. CARD BLOCKING

- 4.1.** The Cardholder must block the Card if the Card is lost, stolen or misplaced for any other reason, if it is suspected that it is being used illegally or if unauthorised transactions are being carried out, or if the PIN and/or the password(s) of the Online Secure Payment Application are known to other persons. If the Cardholder leaves the Card at an ATM or if the Card is intercepted at an ATM due to a wrong PIN, the Card shall be deemed to be lost.
- 4.2.** In all cases referred to in Clause 4.1, the Cardholder must immediately notify the Bank verbally or via the Internet Bank to request blocking of the Card. Verbal notifications are accepted 24 hours a day via the

telephone numbers indicated on the Bank's website www.sb.lt. After notification of the blocking of the Card, the Card may not be used. If the Card is lost due to unauthorised actions of third parties and/or if unauthorised transactions are performed on the Account, the Cardholder must immediately contact the law enforcement authorities.

- 4.3.** If the Card is blocked at the request of the Cardholder, the Customer shall pay the Bank the fee for blocking the Card (if any) set out in the *Service Fees*.
- 4.4.** If an incorrect PIN is collected three times in a row at a merchant outlet or ATM, all payment transactions made with the Card for which a PIN is required are automatically blocked. If the Cardholder knows the correct PIN for the blocked Card, they may cancel the blocking of the Card independently at an ATM. Otherwise, if the incorrect PIN is collected at the ATM, the Card may be retained at the ATM. The retained Card shall be exchanged for a new Card in the manner set out in Clause 2.9 of these conditions.
- 4.5.** The Bank shall not be liable for any loss incurred by the Cardholder as a result of the blocking of the Card.
- 4.6.** Blocking the Card is not a ground for termination of the Agreement. If the Customer finds the Card after notifying the Bank of its disappearance, further use of the found Card shall be prohibited and it shall be destroyed or returned to the Bank. In such a case, the Bank shall, upon the Customer's request, produce a new Card for the Cardholder as provided for in Clause 2.9.
- 4.7.** If the Primary Card is invalidated, the Cardholder may use the Supplementary Card issued to them until the date specified on the Supplementary Card. In the event of loss of the Supplementary Card, upon notification, the Bank shall block only the Supplementary Card and the Customer may use the other Cards without restriction.
- 4.8.** The Bank has the right to unilaterally block the use of the Card:
- 4.8.1. if the Client receives funds unjustifiably, commits fraud or carries out unlawful payment transactions, until the circumstances surrounding the receipt of unjustified funds or the payment transactions are clarified;
- 4.8.2. if the Customer's Account has a negative balance which is not covered within the period specified in the Bank's notice;
- 4.8.3. if no payment operations are performed on the Account for one calendar year (operations do not include exchange rate conversions, payment of interest on the Account balance, payment of fees specified in the *Fees for Services*) and the Bank makes a decision to terminate the Account Agreement to which the Card is linked and close the Account;
- 4.8.4. in the cases provided for in the *General Rules and the Payment Rules*;
- 4.8.5. in other circumstances where the Bank considers that blocking the Card would protect the legitimate interests of the Customer and/or the Bank.
- 4.9.** The Bank shall have the right to record and store the Cardholder's telephone request to block the Card and/or any other requests made to the Bank by telephone and, if necessary, to use such recordings as evidence of the relevant request.
- 4.10.** In the event that the Card and the Account are blocked due to the Customer's outstanding indebtedness to the Bank, the Bank shall lift the blocking of the Card and the Account if the Customer settles the outstanding indebtedness and pays the fee for lifting the blocking of the Card as specified in the *Service Fees*.

V. CREDIT LIMIT AND RELATED CONDITIONS

- 5.1.** If the Agreement grants the Customer a Credit Limit and unless otherwise specified in the Agreement, the Customer, having used the Credit Limit or a part thereof, shall have the right to return the Credit Limit to the Bank and to use the Credit Limit again, in whole or in part, up to the amount of the Credit Limit set out in the Agreement, and the Customer shall be obliged to pay the interest and to fulfil the other obligations set out in the Agreement and in the *General Terms and Conditions of Use of the Payment Card*. The Credit Limit shall be repaid to the Bank not later than the final date of repayment of the Credit Limit specified in the Agreement.
- 5.2.** The Bank shall allow the Customer to use the Credit Limit granted to the Customer in the Account if all the following conditions are met:
- 5.2.1. On the date of signing of the Agreement, the Customer has paid to the Bank the fees specified in the Agreement.
- 5.2.2. The Client has provided the collateral (if any) specified in the Agreement.
- 5.2.3. The Client has fulfilled all the conditions for the Credit Limit disbursement set out in the Agreement (and, in the case of a legal entity, in the Financing Limit Agreement).
- 5.2.4. The Client duly performs all obligations arising under the agreements concluded between the Bank or the Bank's subsidiaries and the Client.
- 5.2.5. There are no adverse changes in the Client's solvency or financial situation compared to the situation that existed at the time of entering into the Agreement, in the absence of which the Bank would not have entered into the Agreement and/or which could have a material adverse effect on the Client's performance of their obligations under the Agreement.
- 5.3.** If, after signing the Agreement, any of the conditions set out in Clause 5.2 are found to be unfulfilled or circumstances specified in the *General Terms and Conditions* are established, which entitle the Bank to suspend the provision of services and/or terminate the Agreement, the Bank shall have the right to deny the Customer the use of Credit Limit or to cancel the Credit Limit granted. In such a case, the Agreement fee paid by the Customer to the Bank shall be forfeited and, if the Agreement fee has not been paid, the Customer shall pay it to the Bank.
- 5.4.** The Customer shall pay the Bank interest at the rate specified in the Agreement for the Credit Limit used.
- 5.5.** Unless otherwise specified in the Agreement, interest shall accrue from the first day of the use of the Credit Limit and shall be calculated on each calendar day until the date of full repayment of the Credit Limit to the Bank. Interest shall be calculated on the basis of 360 (three hundred and sixty) days per year and 30 (thirty) days per month. The Customer shall pay the interest to the Bank on the 30th day of each calendar month, and if there is no such day in a month, on the last day of the month. In the last month of use of the Credit Limit, all accrued interest shall be paid on the final repayment date of the Credit Limit. Interest shall be paid in the currency of the Credit Limit.
- 5.6.** The Bank shall have the right to change the interest rate by specifying a different interest rate if, at the Customer's initiative, the final repayment date of the Credit Limit is changed by agreement between the Parties, the repayment schedule for the repayment of the Credit Limit is established, or the Agreement is otherwise adjusted.
- 5.7.** The Client must ensure that the Account contains the necessary amount of funds to pay the interest on the Interest Payment Date. If on the Interest Payment Date there are insufficient funds in the Account to pay the interest, the Bank shall debit the interest from the Credit Limit granted to the Customer, thereby increasing the amount of the Credit Limit used. If there are insufficient funds in the Account and/or Credit Limit to pay the interest, the missing funds shall be debited from the Customer's other accounts with the Bank, if necessary by converting them into another currency.
- 5.8.** In the event that the Credit Limit granted is exceeded during a payment transaction with the Card, including when the Client pays the fees specified in the *Service Fees*, or the Client fails to repay the Credit Limit granted on the final Credit Limit repayment due date, the Bank shall charge interest on the amount of the overdrawn Credit Limit, or when the final Credit Limit repayment date has passed and the Credit Limit has not been reimbursed, on the negative balance of the Account as specified in the *Service Fees* or, if the Agreement provides for other interest, on the interest as provided for in the Agreement, until all the Customer's obligations have been met.
- 5.9.** The Credit Limit, interest and/or other amounts due shall be deemed to have been paid from the moment they are debited from the Account and/or other bank accounts of the Customer.
- 5.10.** The Customer shall have the right to repay all or part of the Credit Limit earlier than the final repayment date set out in the Agreement. If the Customer decides not to use the Credit Limit or any part thereof, the Customer shall apply in writing to the Bank for an amendment to the Agreement by reducing or waiving the Credit Limit.
- 5.11.** The Bank shall have the right to unilaterally change, upon prior written notice to the Customer, the procedure for repayment of the Credit Limit or any part thereof, payment of interest, by indicating to the Customer the account to which the Credit Limit is to be repaid and/or other Amounts Payable are to be paid. In such case, the Customer shall repay the Credit Limit and pay other amounts due to the Account specified by the Bank.
- 5.12.** If the Agreement specifies that the Customer is not granted a Credit Limit on the Account and, upon the Customer's payment transaction with the Card, the Bank shall pay out money from the Account or debit the fees payable by the Customer for the services rendered or transactions performed with the Card, regardless of whether the Account has a sufficient balance of funds, i.e. in such a case, the Bank shall be deemed to have granted the Customer a credit of the relevant amount from the date of disbursement of money (crediting of the Account) and shall charge the Customer the interest on the negative balance of the Account as specified in the *Service Fees* on the amount thereof, which shall be calculated until such time as the Customer repays the indebtedness to the Bank.
- 5.13.** If the Credit Limit is due and the Customer fails to repay the Credit Limit used to the Bank or the Customer exceeds the Credit Limit or fails to cover the negative balance of the Account within the time limit set by the Bank, the Bank shall have the right to block the Card and to debit the funds to cover the indebtedness from the Customer's other accounts with the Bank or from the collateral (if such collateral has been provided by the Customer).
- 5.14.** After the Customer has settled the debt, if the Card has not expired, the Bank shall cancel the blocking of the Card after debiting the fee for cancellation of the blocking of the Card as specified in the *Service Fees*.

- 5.15.** If the final date for repayment of the Credit Limit specified in the Agreement has passed and the Customer has not repaid the Credit Limit used to the Bank by that date, the Customer shall have the right to apply to the Bank for an extension of the repayment term of the Credit Limit, and the Bank shall have the right, but shall not be obliged to extend the term of the use of the Credit Limit or any part of the Credit Limit, or to establish a schedule for the Customer for repayment of the Credit Limit. In such case, the Bank and the Customer shall sign an agreement on the further use or repayment of the Credit Limit. If a schedule for repayment of the Credit Limit is concluded with the Customer, the Customer shall repay the Credit Limit to the Bank on the dates and in the amounts specified in the schedule.
- 5.16.** The Customer undertakes to pay the fees set out in the Bank's Agreement and/or the *Service Fees* (if applicable) for the services provided by the Bank or the transactions performed with the Card in a due and timely manner, unless otherwise stipulated in separate agreements with the Customer. Fees payable by the Customer may, at the Bank's option, be debited from the Account or other accounts of the Customer with the Bank, and if the Customer has been granted a Credit Limit, also from the Credit Limit granted to the Customer.
- 5.17.** The Bank informs the Client that missing payment deadlines may result in negative consequences, such as (i) the Client will be obliged to pay the interest specified in the Agreement or in the *Fees for Services*, as well as the procedural interest on the amount not paid to the Bank in due time, at the rate specified by Law; (ii) information about the improper performance of the Client's obligations may be passed on to third parties; (iii) in the cases provided for in the Agreement, the Bank may require the Client to fulfil their obligations before the due date or the Agreement may be terminated on the Bank's initiative; (iv) compulsory debt collection may be initiated, which may result in seizure of the Client's assets, and an obligation to pay costs such as court costs and lawyer's fees; (v) the Customer's bad credit history resulting from improper performance of their obligations under the Agreement may make it more difficult for the Customer to borrow money in the future; (vi) other legal remedies provided for by Law for the violation of the creditor's rights may be applied.
- 5.18.** This Clause shall apply where the Customer is a legal entity and the Agreement granting the Credit Limit is concluded after 23 June 2021. The Customer shall, after the end of the financial year, submit to the Bank by 1 June each year:
- 5.18.1. the annual financial statements (balance sheet, profit and loss account, cash flow statement, statement of changes in equity, notes) signed by the Client's manager and chief accountant, and approved by shareholders;
- 5.18.2. details of balance sheet items and profit and loss account in accordance with the forms prescribed by the Bank;
- 5.18.3. other documents specified by the Bank, which are necessary for the assessment of the Client's economic and financial activity, or are related to the performance of the Client's obligations under the Agreement.

VI. PROCEDURE FOR CALCULATING THE TOTAL COST OF CREDIT AND ITS ANNUAL PERCENTAGE RATE

- 6.1.** The provisions of this Section shall apply to the User when a Credit Limit is granted under the Agreement.
- 6.2.** Total Cost of Consumer Credit – all costs, including interest and any other fees (charges) of the Bank related to the performance of the Agreement including, but not limited to, the costs of conclusion of the Agreement, granting of the Credit Limit, issuance of the Card, and servicing or any other fees (e.g. insurance premiums) related to the conclusion and performance of the Agreement, if any, which the Customer is required to pay, and which are known to the Bank on the day of the Agreement.
- 6.3.** The Total Consumer Credit Price does not include any interest payable by the Customer (if provided for in the Contract) for the Customer's failure to comply with the Customer's obligations under the Contract.
- 6.4.** Annual percentage rate of charge for consumer credit means the annual percentage rate of charge for consumer credit, calculated in accordance with the rules on the calculation of the annual percentage rate of charge for consumer credit laid down by the Supervisory Authority and specified in the Agreement.
- 6.5.** The Total Cost of Consumer Credit and its annual rate for the Customer is calculated on the basis of the assumptions that: (i) the Contract is valid for the entire agreed period; (ii) the credit is drawn down in full at once, even if the Contract entitles the Customer to draw down the credit in instalments; (iii) the Customer fulfils their obligations in accordance with the terms and conditions set out in the Contract and does not exceed the Credit Limit granted; (iv) the interest rate and other Charges remain the same as at the time of conclusion of the Contract and are calculated from the first day of drawdown until the end of the Contract, even if the Contract includes clauses allowing changes in the interest rate and in the other Charges to be included in the Total Cost of the Consumer Credit which cannot be quantified at the time of calculation.

VII. WITHDRAWAL

- 7.1.** The provisions of this Section shall apply to the Consumer when the Agreement grants a Credit Limit as regulated by the Act. Pursuant to the Act, the Customer shall have the right to withdraw from the Agreement by giving the Bank prior notice in writing or in any other durable medium accessible to the Bank, without giving any reason, as follows.
- 7.1.1. Within the *cooling-off period*, i.e. within 2 (two) calendar days from the date of granting of the Credit Limit on the Account, repay the Bank the entire Credit Limit used during the *cooling-off period* without paying interest or any other fees, costs or compensations to the Bank. The 2 (two) day cooling-off period shall not be deemed to have been missed if the notification is sent and the Credit Limit is repaid in full before the expiry of the *cooling-off period*.
- 7.1.2. Alternatively, within 14 (fourteen) calendar days from the date of its conclusion and no later than within 30 (thirty) calendar days from the date of sending the notice of withdrawal to the Bank, to repay to the Bank the full amount of the Credit Limit used and/or exceeded and to pay interest accrued from the date on which the Credit Limit was used and/or exceeded to the date on which the Credit Limit is repaid.

- 7.2.** The Customer's notice of withdrawal from the Contract must contain the details of the Contract (date and number) and other data to enable the Bank to properly identify the Customer and the transaction entered into. If the Customer is late in repaying the Credit Limit, it shall be deemed that the Customer has not exercised the right to withdraw from the Agreement provided for in the Law.
- 7.3.** In the event of the Customer's withdrawal from the Agreement, the Card Issuance Fee paid by the Customer to the Bank shall not be refunded. If the Card Issuance Fee has not been paid prior to the cancellation of the Agreement, the Customer shall pay the Card Issuance Fee within the period specified in the Bank's request. The Customer shall also reimburse the Bank, at the Bank's request, for all fees (if any) paid by the Bank to public administration bodies in connection with the conclusion and performance of the Agreement and paid by the Bank and are not refundable.

VIII. TREATY TERMINATION

- 8.1.** The Agreement may be terminated at the initiative of the Bank or the Customer or by agreement between the Parties.
- 8.2.** The Bank shall have the right, by giving the Customer at least 14 (fourteen) calendar days' prior written notice, to unilaterally reduce or cancel the Credit Limit (if granted) or terminate the Agreement early and to require the Customer to repay to the Bank the entire outstanding Credit Limit together with the interest accrued (if applicable) and any fees payable but not paid, if the Customer commits at least one of the following material breaches of the Agreement and does not cure the same within the time period specified in the Bank's request:
- 8.2.1. the User exceeds the Credit Limit granted for more than one month *and* the overdue amount is at least 10 per cent of the amount of the Credit Limit specified in the Agreement, and the User fails to settle the indebtedness within the period of 30 days specified in the Bank's request;
- 8.2.2. the User fails to repay to the Bank for more than 90 (ninety) calendar days the overdrawn Credit Limit, the negative Account balance, interest and/or other Amounts Payable, and the User fails to settle the indebtedness within the period of 30 days specified in the Bank's request;
- 8.2.3. the Customer fails to cover the arrears (overdrawn Credit Limit, negative Account balance, interest and/or other amounts due) to the Bank for more than 30 (thirty) calendar days and fails to cover the arrears within the period of 30 days specified in the Bank's request;
- 8.2.4. the Customer materially breaches the Agreement and/or the *General Terms and Conditions for the use of the Payment Card*;
- 8.2.5. the Bank decides to terminate the Account Agreement and close the Account to which the Card is linked;
- 8.2.6. the Client's financial condition deteriorates after the signing of the Contract compared to the financial condition as at the date of the Contract, which may have a material adverse effect on the performance of the Client's obligations under the Contract, or the Client fails to comply with the obligation set out in Clause 5.18 (applicable for a legal entity if the Agreement is concluded after 23 June 2021).

8.2.7. in the event of termination of the Contract on the grounds provided for in *the General Terms and Conditions* or the *Payment Terms and Conditions*.

- 8.3.** Termination of the Agreement at the Bank's initiative shall not suspend the accrual of interest and/or double interest (if any) and shall not cancel the Customer's obligation to repay the arrears (if any) incurred.
- 8.4.** If the Agreement is terminated at the Customer's initiative, the Customer shall, by the date of termination of the Agreement, repay the indebtedness (the Credit Limit granted and used or the negative balance of the Account) to the Bank, pay the accrued interest and other Amounts Payable under the Agreement that have not been paid by the date of termination of the Agreement, and return all Cards (including Supplementary Cards) associated with the Account.

IX. OTHER CONDITIONS

- 9.1.** The Parties agree that if there are any other terms and conditions not set out in these *General Terms and Conditions of Use of the Payment Card* or if the Bank imposes on the Customer terms and conditions other than those set out in these *General Terms and Conditions of Use of the Payment Card*, all such terms and conditions shall be set out in the Agreement.
- 9.2.** The Contract may be concluded by the Parties by means of simple physical signatures or qualified electronic signatures, as well as by the means of identification provided to the Client by the Internet Bank. A Contract concluded using Internet Banking and authenticated by means of an identity confirmation provided to the Client shall have the same legal effect as a Contract signed by an ordinary physical or qualified electronic signature.
- 9.3.** The Agreement shall be valid from the date of its signature until the date on which the Client has fulfilled all its obligations under the Agreement.
- 9.4.** In the event that the Consumer is married and is granted a Credit Limit under the Agreement to meet family and household needs, the Agreement shall only come into force if the Consumer's spouse consents to the conclusion of the Agreement and to the assumption of the obligations under the Agreement as a joint family obligation (i.e. when such consent of the Consumer's spouse is part of the Agreement).
- 9.5.** Claims and disputes by the Client regarding the performance of the terms of the Agreement shall be settled in accordance with the procedure set out in *the General Terms and Conditions*.
- 9.6.** The Bank shall have the right to unilaterally amend the *General Terms and Conditions for the use of the Payment Card* without any prior information and/or consent of the Customer, which shall become an integral part of the Agreement and shall be applicable to the Customer as of the date of their entry into force, except for the exceptions provided for in *the General Terms and Conditions*.