

## GENERAL PAYMENT CARD USAGE CONDITIONS

valid from 03/04/2017

(for the clients who concluded contracts before 28-02-2017 this wording is valid from 01-05-2017)

### I. DEFINITIONS

These *General Payment Card Usage Conditions* apply to Clients who have entered with the Bank into *Payment Card Usage Contract* (hereinafter referred to as *Contract*). If Bank applies the Client other conditions than those in these *General Payment Card Usage Conditions*, all of them are mentioned in the *Contract*.

The definitions used in these *General Payment Card Usage Conditions* are understood as they are defined in this section. Other used and capitalized terms shall be understood as they are defined in *Šiaulių bankas' General Service Provision Rules* and *Šiaulių bankas' General Payment Service Provision Rules*.

**1.1. Bank:** limited liability public company Šiaulių bankas, with details and contacts specified in the *General Rules* or *Contract*.

**1.2. Contactless payment card:** the Card with a contactless payment function, when during payment with the means of the card, payment transaction is authorized (confirmed) by touching the card reader that supports contactless payment function with the Card. Contactless cards are marked with a special contactless payment symbol used worldwide: . Contactless payment function in the contactless card is activated after the payment transaction, using a special card reader or in ATM and after confirmation of the payment transaction with PIN code. Contactless payment feature for the Cards is deactivated / activated through Bank-set procedures

**1.3. General Payment Card Usage Conditions:** the Bank-approved general Payment Card Usage Conditions given to the Client at his/her request at the time of entering into the *Contract* or which are available for the Client in advance at the Bank's website [www.sb.lt](http://www.sb.lt) or the Bank's client service offices. *General Payment Card Usage Conditions* are public and not signed by the parties.

**1.4. General Rules:** Bank-approved *Šiaulių bankas' General Service Provision Rules*, which, together with all amendments are an integral part of the *Contract*. *General Rules* are not given to the Client but are available at the Bank's website [www.sb.lt](http://www.sb.lt) or Bank's client service offices.

**1.5. Law:** the Law on Consumer credit of the Republic of Lithuania.

**1.6. Client:** natural person or legal entity, specified in the *Contract*, to whom the Bank issues the Card on the basis of the *Contract*.

**1.7. Card:** Bank-issued personalized electronic payment instrument, owned by the Bank, allowed to use only for the Card user, defined below. In the *Contract*, concept Card includes also the concept Additional Card, Contactless Card unless the context requires otherwise.

**1.8. Card blocking:** suspension of cash payment from the Card account and settlements with the means of the Card.

**1.9. Card user:** a natural person to whom the Card is issued, whose the data (name) is embossed on the Card and who is

entitled, using the Card, to make payments, to withdraw cash from an ATMs, to pay for goods or services in trade and service enterprises. Card user and Client may be the same individual.

**1.10. Credit limit:** the credit limit granted by the Bank for the account and deadline specified in the *Contract*, which is available for the Client to use and which is to be returned to the Bank under the conditions of the *Contract* and these *General Payment Card Usage Conditions*.

**1.11. Payment rules:** Bank-approved *Šiaulių bankas' General Payment Service Provision Rules*, which together with all amendments are an integral part of the *Contract*. *Payment Rules* are not given to the Client but are available at the Bank's website [www.sb.lt](http://www.sb.lt) or Bank's client service offices.

**1.12. Amount payable:** credit or its part payable by the Bank to the Client, accrued interest and (or) other payables under the *Contract* (if provided) and *Service Fees* (if applicable).

**1.13. Interest:** Client-paid remuneration expressed as a percentage for the Bank for the granted and used credit limit indicated in the *Contract* or in the *Service Rates*.

**1.14. Additional card:** the Card, upon the Client's request issued to Client-specified natural person, granting such natural person the right, using the Card, to make payments, to withdraw cash from ATMs, to pay for goods or services in trade and service companies, and to perform other actions specified in the Client's request. Additional card is tied to the Account.

**1.15. Request:** Client's written request for the Bank to issue the Card and link it to the Account.

**1.16. Daily transaction limit:** daily or monthly Card transaction number or used amount limit set for the Client by the Bank, which is indicated in the *Service Rates*. The Client who wishes to receive an Additional card, can set its user other daily, monthly transaction number or amount limit, which can not be higher than that fixed by the Bank. The Bank and the Client may agree on the daily transaction limit applied on the individual basis only to the Client.

**1.17. Service Rates:** the term is used as it is defined in the *Payment Rules*.

**1.18. PIN:** personal identification number issued to the Card user and confirming the Card user's identity.

**1.19. The supervisory authority:** the Bank of Lithuania (company code 188607684, address for correspondence: Žirmūnų g. 151, 09128 Vilnius), supervising Bank performance in accordance with the laws of the Republic of Lithuania.

**1.20. Account:** the bank account specified in the *Contract*, opened in the name of the Client and associated to the Card. Account can be applied the credit limit, if the Bank and the Client so agree at conclusion of the *Contract*.

**1.21. Secure online payment program:** MasterCard SecureCode service, providing additional MasterCard card user's identification, when paying for goods and (or) services

online and using the Card data, and granting the right to use secure online payment program.

**1.22. Contract:** particular Card type *Payment Card Usage Contract* entered into by the Parties with all potential amendments and (or) additions.

**1.23. User:** the Client (natural person), who enters with the Bank into the *Contract for personal or family or household needs* satisfaction, and who is subject to the provisions of the Law.

## II. CARD USE

**2.1.** Basing upon the Contract, the Bank gives the Card user the card and the envelope with PIN known only to the Card user. At Client's request, the specified persons may be issued Additional cards. Client must familiarize the Additional card user with the Contract and these *General Payment Card Usage Conditions*. Client answers for the card use violations, committed by additional card user, including the repayment of the credit used (if the Client is granted the credit limit) and other obligations to be carried out towards the Bank.

**2.2.** If the Contract is made via the SB linija and Client wishes to receive the Card and envelope with PIN code by registered mail, the Bank sends the Client, at correspondence address specified in the Contract, in two different envelopes, not activated Card and PIN. The Client, after receiving the Card and the envelope with the PIN code, has to inform the Bank via SB linija about receipt of proper and undamaged card and the envelope with the PIN code. Upon receipt of the Client's report, the Bank activates the Card and gives the Client the opportunity to use the Card. The Client shall pay the Bank the fee according to *Service Rates* for sending the Card and the envelope with the PIN code.

**2.3.** To avoid losses, Card user must:

**2.3.1.** Memorize and keep secret the PIN: not write the PIN on the Card and (or) on the other things, not enter it into the cell phone, change, if necessary the PIN at ATM and destroy the envelope with the PIN;

**2.3.2.** Keep safe the Card and protect the Card from the third parties;

**2.3.3.** Not bend the Card, protect it from water, high temperature, electromagnetic field exposure, or other mechanical damages;

**2.3.4.** Not give the Card, disclose the PIN and safe online payment application passwords to third parties or otherwise prevent, and create no conditions for them to use the Card or learn about the PIN and safe online payment application passwords;

**2.3.5.** Not send the Card by post in Lithuania or abroad, after having used the Card not leave it in ATMs and (or) sale places;

**2.3.6.** Return the card to the Bank at the end of its period of validity, termination of the Contract or at the Bank's request. Having not returned the Card to the Bank at its expiration, cut or otherwise destroy it before disposal.

**2.4.** Card user, using the Card, can:

**2.4.1.** Pay for goods and services in Lithuania or abroad in Visa and (or) MasterCard-branded service locations;

**2.4.2.** without confirming with the PIN code, to carry out payment transaction with a contactless card, which does not exceed the payment transaction amount set for the specific

contactless payments-supporting card reader. If the payment transaction amount exceeds the amount set for the specific contactless payments-supporting card reader or if the Card user has already made payment transactions unconfirmed by PIN code for the Bank-set number of times, or if the card reader does not support contactless payment feature, the Card user must confirm such payment transaction (s) by entering PIN code or performing other indicated steps;

**2.4.3.** Pay for goods and services via the Internet (Debit MasterCard, MasterCard Standard, MasterCard Gold, Maestro, Maestro Business, Debit MasterCard Business, MasterCard Business, Visa Classic, Visa Gold Visa Business cards);

**2.4.4.** Withdraw cash from ATMs in Lithuania or abroad labelled with Visa and (or) MasterCard logo and in banks and their branches, which are members of Visa Europe and (or) MasterCard Worldwide associations. The cards belonging to Visa Europe association can be used only in Visa-branded service locations. The cards belonging to MasterCard Worldwide association can be used only in MasterCard-branded service locations.

**2.5.** The card can be used at any time of the day before the card expiry date, that is till 0 a.m. of the last day of the year and month specified on the Card.

**2.6.** If the Card has been damaged, lost, or Card user's name has been changed, the Client has the right to submit a request to the Bank to get a new Card. In this case, the new Card is valid until the earlier Card's expiry date and shall be issued when the Client pays the Card replacement fee specified in the *Service Rates*.

**2.7.** If the Client in writing 30 calendar days prior to the Card expiry date, which is shown on the Card, does not inform the Bank about the fact that he/she no longer wishes to renew the Card, the Bank produces a new Card. For the new card the Bank debits the fee for card renewal from the Account and gives the Card user the new card. If the Client is given a credit limit, at final maturity of the credit due, the Bank has the right to produce the Client a new Card, but has no obligation to grant and (or) to extend the credit limit. If the Bank stops distribution of the type of card used by the Client, the Client is produced the closest according to using possibilities and characteristics Card (not necessarily of the same international payment card organization Visa and (or) MasterCard and (or) other) of the same type (debit and (or) credit).

**2.8.** The Bank stores the new (updated) Card and the envelope with the PIN code at the Bank for no more than three (3) months from the date of Card manufacturing. If during this time the Client fails to take the newly manufactured (updated) Card, the Bank destroys the Card and the envelope with the PIN code, and, depending on the actual Card validity period, debits the monthly Card service charge (s) from the Client's Account.

**2.9.** The Bank has the right not to renew the Card if the account has no funds to debit the fee for produced card, if for the last 6 (six) months prior to the card expiry date no payment transactions were carried out, if the Account is arrested, if the conditions under *General Rules* exist under

which the Bank has the right not to provide the Client the service.

2.10. The Bank has the right for valid reasons (technical maintenance, software update, the Bank's information systems update etc.) to suspend temporarily the right to use the Card.

### III. EXECUTION OF TRANSACTIONS WITH THE MEANS OF THE CARD

3.1. The Client is fully responsible for all the transactions carried out with the means of the Card (as well as Additional card), correctness of submitted payment order data and execution of the obligations provided for in the *General Payment Cards Usage Conditions*.

3.2. Only card user (natural person) can make payment transactions with the Card, whose name is specified on the Card or if the card user is a legal entity, this entity's employees or authorized persons (applicable for Maestro Business cards).

3.3. Card user, when settling in the trade and service enterprises or withdrawing cash from an ATM, has to provide the Card. After the payment transaction, Card user has to sign a document approving the Card transaction (if required), or to enter PIN or to confirm payment transaction by touching card reader with the contactless card and submit a personal document, if required by the trade and service enterprise's employee. Before signing the document, before entering the PIN or before touching card reader with the contactless card to verify the Card operation, the Card user must carefully check the payment transaction information.

3.4. Card user must sign the payment transaction certifying document with the same signature, which is on the Card. Signing with different signatures is considered gross negligence and breach of the Card use conditions (unless the Card user through statutory procedure changes the name and (or) surname and provides the Bank with the supporting documents).

3.5. PIN approving payment transaction equates to Card user's signature.

3.6. The payment transaction carried out using the Card is considered to be authorized if the Card user:

3.6.1. Signs a payment transaction document approving payment by Card;

3.6.2. Confirms the transaction by entering the PIN code;

3.6.3. Approves payment transaction by touching the card reader with the contactless card;

3.6.4. By phone, mail or online submits the card and (or) own data corresponding to Visa Europe and (or) MasterCard Worldwide associations' requirements set for the service providers (hotels, rental companies, Web sites, and other institutions where one can pay by Card without providing the Card), and (or) approves the operation by safe online payment program passwords. Card user must keep the confirmation of service provider received electronically about the purchase order for as long as the information is provided in the Statement of Account.

3.7. Card user, when taking cash from an ATM, inserts the Card into the designated place on ATM machine, in the direction specified, and in accordance with the instructions on the ATM screen. ATM displays the actual account

balance, so if during the cashing transaction there are insufficient funds in the Account to pay fee for this service, the Bank does not perform withdrawal transaction for the Client. If the withdrawal operation is carried out resulting in the debt for it, the Bank writes off the debt from the Client's account through procedure provided for in the *Payment Rules*.

3.8. In the cases set by Visa and MasterCard associations, the Card can be used to pay or withdraw cash, without checking the balance of funds in the Account. Account balance is not checked if any other bank or financial institution, servicing the trade or service company where Client pays with the means of the Card, is unable to verify the account balance, e.g., in the place without an Internet connection. If the Card user pays for services or withdraws cash in the absence of sufficient funds in the Account resulting in the debt, the Client is applied paragraph 5.4 of these conditions.

3.9. If the card user makes payment transactions with the Card and Account has sufficient funds, the Bank, in accordance with the Visa and MasterCard association rules, reserves in the Account the amount funds to be debited after receipt of the notice about payment with the means of the Card from the seller or the service provider. If within fifteen (15) calendar days from the date of the reservation of funds there is no notification of the required to comply settlement, the Bank recalls money reservation. Notwithstanding this, if the Bank receives notification from the seller or service provider after fifteen (15) calendar days, the Bank carries out seller's or service provider's requirement to write off the required amount of funds from the Account. In the case of the condition prescribed in paragraph 3.8, the amount of funds in the Account is not reserved.

3.10. The Bank shall not be liable if a third party refuses to accept the Card, to pay cash or if through third party's actions the Bank cannot execute the payment order, as well as for Client's losses due to using the Card, unless the losses arise through the Bank's fault.

3.11. Safe online payment service is provided only to the Bank-issued MasterCard group Cards users who register the Cards in the safe online payment program. Information about safe online payment program is available at the Bank's website [www.sb.lt](http://www.sb.lt). The Bank has the right not to execute the Client's online payment transaction, if the Client has not registered the Card in the safe online payment program.

3.12. Card user, when paying with the means of the Card via Internet, at e-shop's requirement has to disclose the Card's CVV2 code (Card ID number), i.e., the last three imprinted digits, which are in the Card's signature strip, and, if the dealer or service provider participates in the MasterCard SecureCode program, to confirm settlement by further entering two types of safe payment online passwords: a) permanent SecureCode password, created by the Client at registering the Card in the Safe online payment program, and b) one-time password that is sent to the Client at the choice of the Client by SMS or e-mail and is valid for 5 minutes and only for a single payment transaction. In the case of specifying incorrect permanent SecureCode or one-time password for three times, online shopping with the Card is blocked. It is considered that the Card user, by providing the

service provider the Card data online and further confirming the operation by two safe online payment program passwords, confirms that he/she gives the payment order to pay for goods or services.

3.13. When paying with the help of the Card, when payment transaction currency differs from the account currency, the currency conversion is carried out as follows:

3.13.1. If the payment transaction is carried out in euros, and the account associated with the Card account is managed in other currencies (other than the euro), the Bank converts the payment transaction amount into the account currency using the main rate valid on the funds debiting from the account day for cashless currency selling published on the Bank's website [www.sb.lt](http://www.sb.lt);

3.13.2. If the payment transaction is carried out in other foreign currency (except euros), the payment transaction amount is converted into euros at the rate valid on the payment transaction date for MasterCard Worldwide or Visa Europe transaction processing currency and the resulting amount is converted by the Bank into the account currency at the main rate valid on the funds debiting from the account day for cashless currency selling, in addition adding the conversion fee specified in the *Service Rates*.

3.14. The Client is held responsible for all operations carried out with the Card till the date of contract termination and for 40 (forty) calendar days after the contract termination or expiration.

#### IV. CARD BLOCKING

4.1. Card user must block the card, if the card is lost, stolen or missing for other reasons, if it is suspected that it has been used illegally or is used to perform illegal (unauthorized) operations, or if the PIN code and (or) Secure online payment program password (s) are known to others. If the Card holder leaves the Card at an ATM, it is assumed that the card is lost.

4.2. In all the cases listed in paragraph 4.1, Card user must immediately orally notify the Bank, asking to block the Card and disclose his/her name, surname and password (Card User identity-confirming letter or number combination, specified by the Client when completing the Application). Oral communications are accepted round the clock by the telephones listed on the Bank's website [www.sb.lt](http://www.sb.lt). After the verbal notification of the Bank, card use is prohibited. If the card is lost due to third parties' unlawful acts and (or) if illegal operations are performed in the account, card user must immediately inform the police.

4.3. Card user within 7 (seven) working days must approve his/her verbal message by submitting a written request to the Bank or via electronic channels. In this application the Card user has to set out in detail the Card disappearance (loss) circumstances, as well as state the reasons of the request to block the card. Card user's refusal or evasion without objective reasons to carry out this commitment is seen as non-cooperation with the Bank in explaining the Card disappearance (loss), PIN code, safe online payment program password disclosure circumstances in order to conceal the high negligence in the Card use violation of the Card use terms. If the card user is on a trip abroad, he/she within 7 (seven) working days of the oral notification to the Bank, must

print out and fill in the Bank's notice form, which can be found on the Bank's website [www.sb.lt](http://www.sb.lt), and send it by registered mail to the Bank at the address specified in the Contract or submit the report via electronic channels.

4.4. If the Card user within 7 (seven) working days from the date on which the Bank was provided the oral report on the card loss or suspicion that the PIN code and (or) Secure online payment passwords are disclosed by third parties or that in the account illegal (unauthorized) operations are performed, fails to confirm in writing or via electronic channels the Card disappearance fact and does not detail it in writing, or if the Card user, thinking that the card was stolen and (or) in the account illegal (unauthorized) operations are carried out fails to timely inform the police, it is assumed that the Card user lost the Card or that third parties have learned the PIN code and (or) Secure online payment program password or illegal operations are carried out in the account due to the Card user's negligence. In this case, the Client is obliged to cover the costs incurred by using the Card before the day of an oral report to the Bank referred to in par. 4.2 as well as all the costs arising from the use of PIN code, Secure online payment program passwords.

4.5. If the card is blocked upon Card user's request, the Client shall pay the Bank the Card blocking fee according to the *Service Rates*.

4.6. If incorrect PIN code is entered in trade and service enterprises for five times or in ATMs for three times in succession, all Card payment operations, which require a PIN code are automatically blocked. If the card user knows the correct PIN of the blocked Card, he/she can annul the Card blocking at the ATM by him/herself.

4.7. The Bank is not responsible for the Card user's losses suffered due to Card blocking.

4.8. Card blocking is not the grounds for termination of the Contract. If, after informing the Bank of card disappearance, the Client finds it, it is prohibited to continue using the found Card. It must be returned to the Bank. In this case, the Bank, after receiving the Client's request, produces new Card for the Card user, as it is provided for in paragraph 2.6.

4.9. If the primary Card is declared invalid, the Card user can use the issued Additional card by the date specified on the card. If the additional card is lost, upon the notice, the Bank blocks only the additional card and the Client can use other cards without restrictions.

4.10. The Bank has the right to block unilaterally the use of the card:

4.10.1. If Client has received funds baselessly, till the fundraising related circumstances are clarified;

4.10.2. If Client account has a negative account funds balance, which is not covered within the period specified in the *General Payment Card Usage Conditions*;

4.10.3. If for one calendar year, no payment operations are executed in the account (operations do not include exchange rate recalculation, payment of interest on the account balance, payment of the fees as per *Service Rates*);

4.10.4. In the cases provided for in the *Payment Rules*;

4.10.5. Under other circumstances, when the Bank considers that the Card blocking protects the legitimate Client's and (or) the Bank's interests.

4.11. The Bank has the right to record and store the Card user's phone request to block the card and (or) any other telephone requests given by phone and, if necessary, use such records as evidence to support the respective application.

4.12. In case if the Card and account is blocked due to Client's outstanding debts to the Bank, the Bank removes the Card and account blocking, if the Client covers the debt and pays the Bank the fee for the card unblocking as per *Service Rates*.

## V. CREDIT LIMIT

5.1. If the Client, with the means of the Contract, is granted a credit limit, and if the Contract provides nothing otherwise, the Client, after using the credit or a part thereof, shall be entitled to return it to the Bank with some periodicity and again use the whole or part of the credit, not exceeding the contractual credit limit, to pay interest and execute other obligations set forth in these *General Payment Card Usage Conditions*. The credit must be returned to the Bank no later than on the contractual final repayment date.

5.2. The Bank grants the Client the credit limit in the Account, if all the following conditions are met:

5.2.1. The Client, on the Contract signing day has paid to the Bank all the contractual charges;

5.2.2. The Client properly executes all the obligations arising on the basis of the agreement signed between the Bank or Bank subsidiaries and the Client;

5.2.3. The Bank has no information suggesting that the Client fails to fulfil his/her obligations under the Contract in the future.

5.3. If, after signing the Contract any of the conditions specified in paragraph 5.2 is disclosed, or they are not executed, the Bank has the right to refuse the Client's credit or to annul the granted credit limit. In this case, the Client-paid fee is not refundable, and if the Contract entering fee has not been paid, the Client has to pay it to the Bank.

5.4. For the used and (or) exceed credit limit, the Client pays the Bank interest and (or) double interest provided for in the Contract and (or) *Service Rates*.

5.5. If the Contract states nothing otherwise, interest is calculated from the first day of credit utilization and is calculated on each calendar day prior to full credit repayment to the Bank. Interest is calculated by assuming that the year consists of 360 (three hundred sixty) days and a month consists of 30 (thirty) days. Client pays interest to the Bank on the 30<sup>th</sup> day of each calendar month, and if the month does not have such a day, on the last day of the month. In the last month of the credit limit use, all accrued interest is paid on the final credit repayment date. Interest is paid in credit currency.

5.6. The Bank has the right to change the interest rate, indicating other size, if on the Client's initiative, by parties' agreement, final credit repayment day is changed, new credit repayment schedule is compiled or Contract is adjusted otherwise.

5.7. The Client must ensure that on the interest payment date the Account had the funds amount sufficient to pay the interest. If on the payment date Account does not have enough money to pay the interest, the Bank debits the interest from the credit limit granted to the Client, thus

increasing the amount of used credit limit. If the Client's Account does not have funds enough to pay interest, the funds are debited from Client's other accounts held at the Bank, if necessary, converting to another currency.

5.8. In the case if when executing the payment transaction using the Card, including transactions when the Client pays the fees under *Service Rates* the granted credit limit is exceeded, it is assumed that the Bank, starting with that day, gives the Client the appropriate amount of credit, so the Bank calculates from this amount the contractual, and (or) double interest.

5.9. Credit, interest and (or) other payable sums are deemed paid on the moment of their debiting from the Client's Account and (or) other Bank accounts of the Client.

5.10. The Client has the right to cover all or part of the credit before the contractual final repayment date. The Client, after deciding to cease using the credit or a part thereof, must apply in writing to the Bank asking for Contract amendment by reducing the credit limit or refusal from it.

5.11. The bank has the right unilaterally, giving prior written notice to Client, to change the credit or its part repayment, interest payment procedure, indicating the Client the account, to which credit must be returned and (or) other payables to be paid. In this case, the Client returns the credit and other payable amounts into the Bank-specified account.

5.12. On the date of the final repayment day and if the Client within 60 (sixty) calendar days does not return the Bank the used credit or the Client for sixty (60) calendar days exceeds the credit limit, or within sixty (60) calendar days fails to cover negative account balance, the Bank blocks the Card and debits the funds for debt covering from Client's other accounts in Bank or from the security provided by the Client (if the Client has placed such security).

5.13. After the Client covers the debt, if Card validity period has not expired, the Bank removes the Card blocking, having, before that, written off the fee for the card unblocking in accordance with the *Service Rates*.

5.14. If the Contract specifies that the Client is granted no credit limit for the Account, and the Client performs payment transaction with the means of Cards, the Bank pays money from the Account or debits the Client's fees payable for the services or operations carried out with the Card regardless of whether the account has sufficient funds balance, i.e. a debt forms (negative Account funds balance), in which case it is recognized that the Bank provides to the Client the appropriate amount of credit from the cash payment (account crediting) date and from its amount calculates the Client the interest as per *Service Rates*. The Client must repay the Bank the debt (negative account balance) within thirty (30) calendar days from the first actual debt arising day. If the Client within the specified period of time fails to cover the debt, double interest is started to calculate at the then valid rate specified in the *Service Rates*.

15.5. On the date specified in the Contract for the final credit repayment, if the Client has not returned the Bank the used credit, the Client has the right to apply to the Bank asking for repayment extension, and the Bank has the right, but not the obligation, to extend the credit or its part use term, or to establish the credit repayment schedule for the Client. In this case, the Bank and the Client sign an arrangement on the

further use of the credit or its refund. Once the credit repayment schedule is formed, the Client repays the Credit to the Bank in accordance with scheduled deadlines and amounts.

5.16. Client undertakes, for the Bank's services or operations carried out with the Card, to properly and timely pay the Bank the fees specified in the Contract and (or) *Service Rates* (if applicable), if separate arrangements with the Client provide nothing otherwise. Client's fees payable, on the Bank's choice can be written off from the Account, and if the Client is granted the credit limit in the Card, from the credit limit granted to the Client or other Client's accounts held at the Bank.

## VI. TOTAL CREDIT COST AND ITS ANNUAL RATE CALCULATION PROCEDURE

6.1. Provisions of this section shall apply to the User.

6.2. Total consumer credit price: all the costs, including interest and any other Contract-execution related bank charges (fees), also including, but not limited to, Contract entering, credit limit granting, Card issuance and service or other Contract-entering and execution related fees (e.g., insurance premiums), if they are provided, to be paid by the Client and which are known to the Bank on the day of signing the Contract.

6.3. The overall consumer credit cost does not include the Client-paid default interest (if it is provided for in the Contract), double interest (if applied) for failure to execute the Client's obligations under the Contract.

6.4. The total annual percentage rate of consumer credit: the total cost of credit, expressed as an annual percentage, calculated in accordance with the supervisory authorities-set overall consumer credit annual percentage rate calculation rules and specified in the Contract.

6.5. The total consumer credit cost and its annual rate is calculated for the Client based on the assumptions that: (i) the Contract is valid for the whole Contract period; (ii) the credit is used all at once, even if the Contract grants the Client the right to use the loan funds in instalments; (iii) the Client performs his/her obligations under the contractual terms and deadlines; (iv) interest rate and other payables remain the same as at the time of entering into the Contract and are calculated from the first credit using day till the Contract expires, even if the Contract includes the clauses allowing variations in interest rates and other payables included in the total consumer credit cost that cannot be quantified at the time of calculation.

## VII. REFUSAL FROM THE CONTRACT

7.1. Provisions of this section shall apply to the User, as regulated by the Law. In accordance with the Law, the Client has the right, by informing the Bank in writing or another durable medium available for familiarization to the Bank:

7.1.1. To withdraw from the Contract during the *cooling-off period*, i.e. within 2 (two) calendar days, calculating from the credit granting to the account day, and return to the Bank all the credit used during the *cooling-off period* without paying interest and any other fees, costs or compensations to the

Bank. It is considered that 2 (two) days Contract termination term is not missed, if the message is sent, and all credit is repaid before refusal from the Contract during the cooling-off period, or

7.1.2. To refuse from the Contract within fourteen (14) calendar days from entering into it and no later than thirty (30) calendar days after the notice of withdrawal is sent to the Bank, return the Bank all spent and (or) the exceeded credit limit and pay interest accrued on day, on which the credit limit was used and (or) exceeded credit limit before the date on which the credit limit is returned.

7.2. Client in the notice of withdrawal must specify the Contract details (date and number) as well as the repayment date. If the Client is late to repay the loan, it is considered that he/she has not used the statutory right of withdrawal.

7.3. After the Client refuses the Contract, the card issuance fee paid to the Bank is not refundable. If, prior to withdrawal, card issuance fee was not paid, the Client has to pay it within the time limit specified in the Bank's claim. The Client, upon the Bank's request, is also required to compensate the Bank for all the fees related with Contract making and execution, paid by the Bank and non-refundable to public administration establishments.

## VIII. CONTRACT TERMINATION

8.1. The Contract may be terminated by the Bank or the Client's initiative or arrangement of the parties.

8.2. The Bank may, after having no later than 14 (fourteen) calendar days giving a written notice to the Client, unilaterally reduce or annul the credit limit (if it was granted) or to terminate the Contract before the deadline and request the Client to repay the Bank the entire outstanding loan with accrued interest (if applicable) and the mandatory to pay, but unpaid fees, if the Client makes at least one of the following major violations and the violations are not eliminated within the time limit set in the Bank's request:

8.2.1. The User for more than one month exceeds the granted credit limit *and* the overdue amount payable is no less than 10 per cent of the contractual credit limit amount, and the User fails to cover the debt during the 30-days period set in the Bank's claim;

8.2.2. The User for more than ninety (90) calendar days fails to return the Bank the excess of the credit limit, the negative account balance, interest and (or) other payables and the User fails to cover the debt during the 30-days period set in the Bank's claim;

8.2.3. The Client for more than thirty (30) calendar days does not cover the resulting debt (excess of the credit limit, the negative account balance, interest and (or) other payables) to the Bank and User fails to cover the debt during the 30-days period set in the Bank's claim;

8.2.4. Client is in material breach of the Contract and (or) *General Payment Card Usage Conditions*;

8.2.5. Client, Client's subsidiary or Client parent company, or any other parent company's subsidiaries, as it is defined in the LR Law on Companies, and (or) other Client group companies, as well as Client's guarantor or surety, for more than thirty (30) calendar days fails to properly fulfil any of its monetary obligations or its part to the Bank under the

Contract concluded with the Bank or to Bank's subsidiaries in accordance with the Contracts concluded with the Bank's subsidiaries and (or) other financial institutions or third parties. Non-payment to another creditor (not Banks and not Bank's subsidiary) is considered the grounds to terminate the Contract and to demand repayment of the credit earlier only if such non-payment causes a risk for returning of the credit issued under the Contract;

8.2.6. On the Contract termination bases provided for in the *General Rules or Payment Rules*.

8.3. Contract termination at the Bank's initiative does not stop calculation of the interest and (or) double interest (if it is provided) and does not annul the Client's obligations to cover the resulting debt (if any).

8.4. If the Contract is terminated at the Client's initiative, the Client has, up to the date of termination, to cover the Bank the debt (provided and used credit limit or negative account balance), to pay accrued interest and other payables due under the Contract, not paid before the date of termination, as well as to return all the account-associated Cards (including additional cards).

## IX. OTHER CONDITIONS

9.1. The Contract may be made in the Bank branch or via internet banking system SB linija. The Contract entered into via the SB linija and approved by the identity verification measures given to the Client, has the same legal effect as if signed in the Bank's branch.

9.2. The Contract is valid from the date of signing till the date when the Client has fulfilled all of his/her obligations under the Contract.

9.3. In case if User is married and under the Contract he/she is granted the Credit limit for satisfaction of family, household needs, the Contract shall enter into force only if there is User's spouse's consent for entering into the Contract and assuming obligations under the Contract as a joint family obligations (i.e. when the User's spouse's consent is a part of the Contract)..

9.4. Client's claims regarding execution of the Contract terms and dispute settlement shall be solved through procedure provides for in the *General Rules*.

9.5. The Bank has the right unilaterally without any prior information and (or) consent of the Client, to make changes to the *General Payment Card Usage Conditions*.

9.6. The Client is applied the version of *General Payment Card Usage Conditions* valid on the Contract signing day. If Client changes the Contract, he/she is applied the most recent version of the *General Payment Card Usage Conditions* valid at the time of amendment of the Contract.

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