

## ŠIAULIŲ BANKAS' PAYMENT SERVICE RULES

Version is valid from 01-02-2017

### I. GENERAL PROVISIONS

**1.1.** Šiaulių Bankas' Payment Services Rules (hereinafter referred to as Payment Rules) have been prepared taking into account legislation of the Republic of Lithuania and the European Union regulating provision of Payment Services and execution of Payment Transactions in the Bank branches, via Electronic channels or by Means of payment.

**1.2.** Payment Rules regulate the general rules and conditions of the Bank-provided Payment Services, Payment Order execution, Client's Account management, the Client's and the Bank's rights, duties and responsibilities in relation to Payment Services.

**1.3.** Conditions governing the Payment Rules are unilaterally determined by the Bank. When the Client uses the Payment Services, the Client is subject to the version of the Payment Rules valid on the date of providing the Payment Services.

**1.4.** In addition to the Payment Rules, the relationships related with the Bank's services between the Bank and the Client are also regulated by the General Rules, Contracts entered into by and between the Bank and the Client for provision of specific services, and Terms of Service, where applicable. Payment Rules are applicable to all business relations related with the provision of Payment Services of the Client and the Bank, regardless of what Payment Services are used by the Client, which arise before and continue after entry into force of the Payment Rules or arise after entry into force of the Payment Rules.

**1.5.** The Client must familiarize with the Payment Rules, Service Rates and Service Providing Conditions before conclusion of the Contract, or if the Contract has been already concluded, before starting to use the Bank's services (e.g. prior to submitting a Payment Order).

**1.6.** The Payment Rules, Service Rates and Service Providing Conditions are available for the Client at the Bank's website [www.sb.lt](http://www.sb.lt) or in Bank's Client Service Units. Upon Client's request, he/she may be served a copy of Payment Rules and Service Providing Conditions.

**1.7.** Payment Rules (including any amendment, if any) are an integral part of the Contract entered into by and between the Bank and the Client for providing any specified Payment Service (whether it is stated in a particular Contract or not), and must be read and interpreted in conjunction with that Contract, depending on the context and assessing their integrity and goals.

**1.8.** Other conditions of Payment Rules application, interpretation and amendment are specified in the General Rules.

### II. DEFINITIONS

Concepts used in the *Payment Rules* are understood as they are defined in this section and as it is governed by the General Rules.

**2.1. Bank** means Šiaulių Bankas AB, legal entity code 112025254, registered address: Tilžės g. 149, LT-76348, Šiauliai, the Republic of Lithuania. Bank Contact Centre e-mail: [kc@sb.lt](mailto:kc@sb.lt) Bank Contact Centre phone 1813. The Bank possesses the Banking license No 7 issued by the Bank of Lithuania, which gives the right to provide all licensed financial services. The Bank is registered in the Legal Entities Registry of the Republic of Lithuania. The Bank's supervisory authority is the Bank of Lithuania. "The Bank" also includes all of the Bank's Client Service Units.

**2.2. Bank business day** means the day and time when the Bank's Client Service Unit is open to provide services to Clients, as well as the day when the Bank carries out the activities required for the Payment Transaction. Bank executes Payment Orders to transfer funds from one account to another in the Bank every day, but Payment Orders to transfer funds to other Payment service providers' accounts are carried out only on weekdays, when the financial centre mediating for the Bank in providing Payment Services and processing Payment Order data in the specified currency are open and carry out activities. Business day is any calendar day except Saturday and Sunday and statutory holidays published in the legislation. Payment Transaction execution time is published on the Bank's website.

**2.3. Framework Contract** means Bank Account or Payment Card issuing Contracts where the Client and the Bank agree on the opening of the Account, its use, handling and closing conditions.

**2.4. General Rules** mean Bank-approved *Šiaulių Bankas Service General Rules* that determine the general procedure of providing the Banking services to the Clients. The *General Rules* are available at the website of the Bank or in the Bank's Client Service Units.

**2.5. Payee** means a natural person or legal entity who in the Payment Order is specified as beneficiary of the Payment Transaction funds.

**2.6. Statement** means the Bank's document, which contains information on the Payment Transactions in the Account carried out within a certain period of time.

**2.7. The Law** means the Law on Payments of the Republic of Lithuania.

**2.8. Client** means a natural person or legal entity who uses or has expressed a desire to use the Bank's Payment Services as a Payer and/or Payee.

**2.9. Commission Fee** means the Bank's charges for the Payment Transaction and/or related services, Account-related services or

associated with these services. Commission Fee rates are published in the *Service Rates* or *Contracts*.

**2.10. Credit limit** means the credit limit granted by the Bank for a certain period of time, to be used by the Client under conditions set in the Framework Contract or other service provision contract.

**2.11. Credit transfer** means Payment Service, when the Bank, according to the Payment Order received, transfers funds from the Payer's Account into the Payee's Account.

**2.12. Payment Order** means Payer's or Payee's order to the Bank to perform Payment Transaction.

**2.13. Payment Transaction** means funds depositing, transfer or withdrawal initiated by the Payer or Payee.

**2.14. Payment Transaction Authorization** means Payer's consent/approval for carrying out Payment Transaction.

**2.15. Payment Services** means the Bank's Payment Services, as defined in the law, i.e. depositing cash into Account, withdrawal of cash from the Account and all operations related with Account management, Credit transfers, standing orders, issuing of Payment Instruments, execution of Payment Transactions by Payment Instruments, money orders and other Payment Services listed in the Law.

**2.16. Payment service provider** means the Banks, credit institutions and other payment service providing institutions, including the Bank, specified in the Law.

**2.17. Payment Instrument** means the Bank-issued payment card or other personalized device and/or set of procedures agreed by and between the Client and the Bank and used by the Client for Payment Order initiation.

**2.18. Payer** means natural person or legal entity who has the Account and allows Payment Transaction from that Account according to Payment Orders, or any natural person or legal entity who gives Payment Order to perform Payment Transaction, but does not have a Bank Account.

**2.19. Reference Interest Rate** means the basis rate EURIBOR, LIBOR etc., which is referred to for the both Parties by publicly available source and used for calculating the amount of interest. Links to the public sources, which publish the reference interest rate, are published on the Bank's website.

**2.20. Main Account** means the Account opened in the name of User legally residing in Lithuania, to be used for carrying out the Payment Transactions or provision of Payment Services, specified in the Framework Contract. Legally residing in Lithuanian User is the person who has professional, economic, social or personal relationship with the Republic of Lithuania, as defined in the Law.

**2.21. Reference Exchange Rate** means the exchange rate determined by the Bank for cash and non-cash (that is in the Account) currency used to exchange currency, unless Service Provision Conditions state otherwise. Reference exchange rates for the currencies bought and sold by the Bank are published on the Bank's website.

**2.22. Service Rates** means Bank approved fees applied for the Bank's services and transactions carried out. In separate Bank Service Contracts, Service Rates are also known as Price List, and if the Bank and the Client in a separate both verbal and written

agreement agree on a contractual remuneration amount, such rates are also called the Contractual Rates. Service Rate concept used in the Payment Rules covers both Service Rates, Price Lists, and Contractual Rates.

**2.23. Supervisory authority** means the Bank of Lithuania, company code 188607684, address for correspondence: Žirmūnų g. 151, LT-09128 Vilnius, which according to the laws of the Republic of Lithuania carries out banking supervision.

**2.24. Account** means Bank Account opened in the Bank in the name of Client or several Clients (co-owners), used for Payment Transactions. Types of Accounts can be various, for example Main Payment Account, Deposit Account, Depository Account, Securities Account, Savings Account and so on. In the Payment Rules "Account" also includes the Main Account concept, if it is not expressly stated otherwise.

**2.25. Contract** means Framework Contract, one-off payment contract or payment card issuing contract.

**2.26. Unique Identifier** means the Account number given by the Bank according to IBAN (International Bank Account Number) to the Client to identify unambiguously the Client and his/her Account participating in the Payment Transaction.

**2.27. Foreign state** means a state other than the Member State of the European Union and a state other than the member country of the European Economic Area (EEA).

**2.28. Member State** means the Member State of the European Union and European Economic Area (EEA) member country.

**2.29. User** means a natural person (Client), who under the Contract uses the Bank's Payment Services and is acting for purposes which are outside his trade, business or profession areas.

**2.30. One-off Payment Contract** means the Contract otherwise a one-time payment order, which is formed when the Client wants to carry out a one-off Payment Transaction. For executing a one-off Payment Transaction no Account is opened, no main contract is executed.

### III. CONTRACT, AMENDMENT, DURATION AND TERMINATION

#### 3.1. Framework Contract.

**3.1.1.** Framework Contract is concluded, if the Client wishes to open a Bank Account and/or to make single or recurring Payment Transactions for which the Bank requires to open the Bank Account. Framework Contract is concluded in the Lithuanian language. On Client's request, he/she can be served an English or Russian copy of translated Framework Contract. Framework Contract may be concluded when the Bank and the Client agree on the conditions for opening an Account and Client signs the Framework Contract or provides confirmation for opening an Account via electronic channels, except the case referred to in paragraph 3.1.2 thereof when signing/approval of Framework Contract is not required.

**3.1.2.** If the funds are received on behalf of the Client in a currency other than the Account currency, the Bank is entitled, but not obliged, without a separate Client's request to open a new Account for crediting of the funds received on behalf of the

Client. In this case it is deemed that the Bank and the Client have concluded a new Framework Contract, which is subject to actual version of the *Payment Rules*.

**3.1.3.** Framework Contract is valid for an indefinite term if it does not provide otherwise.

**3.1.4.** The Bank has the right to unilaterally change the terms of the Framework Contract after having informed the Client in the way provided for in the *General Rules* no later than sixty (60) calendar days before, except if there are circumstances which are subject to other information terms under the *General Rules*. If Client, before the Framework Contract comes into force, declares that he/she does not agree with the amendments made in the Framework Contract, the Client has the right to immediately terminate the Framework Contract. The Client must immediately in writing or via electronic channels report the Bank about termination of the Framework Contract. It is considered that the Client has agreed to the changes if he/she before the effective date of the amendments does not notify the Bank that he/she does not accept them. Framework Contract termination is the basis to close the Account.

**3.1.5.** The Client has the right to terminate the Framework Contract at any time, provided that the *Payment Rules* or legislation provides otherwise. At termination of the Framework Contract, the Client has to cover all his/her pending financial obligations to the Bank, if any. Otherwise, the Bank has the right not to terminate the Framework Contract, not to close the Account, and to recover the resulting debt (if any) according to the laws.

**3.1.6.** If the Client terminates the Framework Contract made for longer than twelve (12) months period or for an indefinite term, after 12 (twelve) months from the date of conclusion of the Framework Contract or when terminating the Framework Contract before its amendments enter into force, as it is provided for in paragraph 3.1.4, there is no Commission Fee. In all other cases, the Client shall pay the Commission Fees set in the *Service Rates* for termination of the Framework Contract, if applicable.

**3.1.7.** Account cannot be closed on Client's request, if it is being used for provision of Client-initiated services and/or Payment Transactions (e.g. there is a fixed-term deposit agreement, loan agreements, e-account automatic payment agreements and so on) or the Account is arrested and there is balance of the funds, or the Client has financial obligations to the Bank. If the Account cannot be closed due to statutory requirements or reasons beyond the Bank's control, Account can be closed after elimination of the existing barriers.

**3.1.8.** The Bank has the right to unilaterally terminate the Framework Contract and close the Account, if for more than one year there is no funds in the Client's Account and no Payment Transactions have been carried out in the Client's Account (transactions not include currency rate conversion, payment of the interest on Bank Account balance, payment of the fees provided for in the *Service Rates*), unless otherwise is provided in the Framework Contract. About Framework Contract termination the Bank, in writing or via electronic channels and on the Bank's website, informs the User no later than sixty (60)

calendar days before, and the Client who is not User, no later than fifteen (15) calendar days prior to the Framework Contract termination date. This point applies also in the case where arrest of funds in the Account is registered or other restrictions for disposition of these funds are imposed.

**3.1.9.** In the cases provided for in the *General rules* and/or *Payment Rules*, the Bank has the right to immediately terminate the Framework Contract, without observation of the communication terms provided for in the *Payment Rules*, and if at that time the Client's Payment Order is received, to refuse to execute it.

**3.1.10.** At termination of the Framework Contract, the balance of the Client's Account is paid in cash to the Client or, if instructed by the Client, transferred to other accounts, and if the Client did not instruct to transfer funds to another account, the Bank shall transfer the funds to the internal Bank account opened in the name of the Bank and close the Client's Account. Client's funds from the Bank's internal account are paid out to Client or other legitimate persons (e.g. to the bailiffs if Account funds were seized) at any time thereafter, upon giving a written request to the Bank.

**3.1.11.** Payment Transactions initiated under the Framework Contract prior to its termination date, are finalized, unless the Bank and the Client agree otherwise.

**3.1.12.** The regular Commission Fee for Payment Services shall be paid by the Client in proportion till the Framework Contract termination date. If the Commission Fee was paid in advance, it shall be returned pro rata.

**3.1.13.** In that case, if the Client's Account at the Bank is subject to third parties' restrictions (e.g. arrests), the Bank has the right not to make a new Framework Contract with the Client and not to open the Client a new Account.

### **3.2. One-off Payment Contract.**

**3.2.1.** One-off Payment Contract is concluded, if the Client wishes to make a single Payment Transaction for which the Bank does not require to open an Account.

**3.2.2.** Payment Services under one-off payment contracts are provided only in the Bank's Client Service Units.

**3.2.3.** One-off payment contract is considered concluded when the Bank and the Client agree on a single Payment Transaction settlement conditions. In the Payment Order form the Bank provides with or enables Client access to:

**3.2.3.1.** Accurate information that is needed for the payment to be properly executed (that is, details of Payer and Payee, the amount payable, payment code or target specified by Payer, if they are requested by Payee);

**3.2.3.2.** The unique identifier to be specified by the Payer, in order the Payment Order was properly executed;

**3.2.3.3.** Payer's Commission Fee payable to the Bank.

**3.2.4.** Before conclusion of the one-off payment contract, the Bank orally familiarizes Client with the Payment Transaction execution duration and other Payment Rules provisions, applied to execution of the one-off Payment Transactions.

**3.2.5.** When Payment Order for a single Payment Transaction is transferred using the Payment Instrument agreed for by the

Client and another Payment service provider, the Bank is not obliged to disclose the information or make access to the information that has already been submitted to the Client in accordance with the agreement with another Payment service provider, or which he will be disclosed in accordance with that agreement.

**3.2.6.** One-off payment contract is valid till full execution of a Payment Transaction.

### **3.3. Main Payment Account.**

**3.3.1.** The Bank provides the Users legally residing in Lithuania the main payment Account service. Upon the Bank's request, the User must provide documents confirming the User's ties with the Republic of Lithuania, and that he/she does not use main payment Account service in other Payment service providers existing in Lithuania.

**3.3.2.** The Bank, no later than within 10 working days from the day of receipt of User's application and all required information, adopts a decision to open the main payment Account and conclude with the User Framework Contract or adopts the decision to refuse to open it.

**3.3.3.** The Bank opens the main payment Account in euros, unless the User agrees on another currency.

**3.3.4.** The Bank has the right not to open main payment Account, where:

**3.3.4.1.** User already has a main payment Account with other Payment service provider operating in the Republic of Lithuania;

**3.3.4.2.** User failed to substantiate his/her ties with the Republic of Lithuania;

**3.3.4.3.** Opening of the main payment Account would constitute a violation of the provisions of the *Money Laundering and Terrorist Financing Prevention Act* on prevention of money laundering and combating terrorist financing.

**3.3.5.** If the Bank refuses to open the main payment Account, it must, in the Bank-acceptable manner, inform the User specifying the reasons for the refusal, except where such communication would be contrary to national security, public order or the *Money Laundering and Terrorist Financing Prevention Act* purposes.

**3.3.6.** User who has a Bank Account, has the right to change this Account to the main payment Account, while preserving the unique Account number and has the right to change the main payment Account into a simple Account free of charge.

**3.3.7.** The User can manage the main payment Account and initiate Payment Transactions from it both in the Bank's Unit and via electronic channels.

**3.3.8.** The Payment Services and Payment Transactions included into the main payment Account as well as Commission Fee applied to the main payment Account are published in the *Service Rates*. Commission Fee applies regardless of whether the User uses all the Payment Services and Payment Transactions included into the main payment Account or only a part of them.

**3.3.9.** If User exceeds the number of Payment Transactions and the amount of funds within one calendar month prescribed for the main payment Account, the Bank applies the Commission

Fee provided for in the *Service Rates* on the number of Payment Transactions and/or funds amount which are in excess.

**3.3.10.** For the Users who are assigned a monetary social assistance to low-income people under the *Law of Monetary Social Assistance for Low-income People* (hereinafter referred to as Disadvantaged Users), the Bank applies 50 percent lower Commission Fee than the maximum Commission Fee for the main payment Account service.

**3.3.11.** Bank finds Disadvantaged User in the Social Support For Family Information System data, which is received at least once per calendar month. Bank starts applying the Commission Fee for Disadvantaged Users after the day the User is entered into the Social Support For Family Information System database and applies it till the date when the Disadvantaged User is removed from said data base.

**3.3.12.** The Commission Fee applied to the main payment Account is debited from the main payment Account before the 10<sup>th</sup> day of each calendar month for the main payment Account services provided in the preceding calendar month. Other Commission Fee payment conditions that guide the User and the Bank are referred to in Chapter IV.

**3.3.13.** If the supervisory authority determines a new maximum Commission Fee for the Payment Services and Payment Transactions included into the main payment Account services and/or changes the Payment Services and Payment Transactions included into the main payment Account services or their number, the Bank shall review and, if necessary change unilaterally the Payment Services and Payment Transactions included into the main payment Account services, their number and Commission Fee applicable for the main payment Account and starts applying the new Payment Services and Commission Fee no later than on the day the decision adopted by supervisory authorities takes effect.

**3.3.14.** The Bank has the right to unilaterally terminate the Framework Contract for the main payment Account, if there is at least one of the following circumstances:

**3.3.14.1.** User violated *Money Laundering and Terrorist Financing Prevention Act* provisions on money laundering prevention and terrorist financing combat or otherwise intentionally used the main payment Account for illegal purposes;

**3.3.14.2.** In the main payment Account for more than 24 consecutive months there were no Payment Transactions;

**3.3.14.3.** The User, in order to be opened the main payment Account, provided false information;

**3.3.14.4.** The User is considered no longer legally living in the Republic of Lithuania;

**3.3.14.5.** It turns out that User has opened another payment account in the Payment service provider acting in the Republic of Lithuania providing access to the main payment account service.

**3.3.15.** The Bank, after having decided to terminate the Framework Contract for the main payment Account according to paragraphs 3.3.14.2, 3.3.14.4 and 3.3.14.5 thereof, shall inform the User in writing, in the way acceptable to the Bank, no later than 2 months prior to termination of the Framework Contract for the main payment Account with the exception of where such disclosure would be contrary to national security or public order

purposes. When there are circumstances specified in paragraphs 3.3.14.1 and 3.3.14.3 thereof, the Framework Contract is terminated immediately and User if notified accordingly.

**3.3.16.** The Bank has the right not to terminate the Framework Contract, as provided for in paragraph 3.3.14 thereof and to change the main payment Account unilaterally into Account if there are circumstances specified in paragraphs 3.3.14.3 - 3.3.14.5 thereof and, from the date of such change, to start applying the User the Commission Fee for the provision of Payment Services and Payment Transactions, specified in the *Service Rates*.

#### IV. COMMISSION FEE, INTEREST PAYMENTS, INTEREST RATES AND CURRENCY EXCHANGE

**4.1.** The Client, for the Payment Transactions or services provided by the Bank, shall pay the Bank the Commission Fee valid on the day of Payment Transactions or services, the amount of which is specified in the *Service Rates* and/or the Contract and/or Payment Order. The Commission Fee is paid/debited from the Account after the Payment Transaction completion or service provision.

**4.2.** The Bank has the right, without Client's consent, to debit the Commission Fee from the Client's Account. The Client undertakes to ensure that the Account has sufficient funds to pay/debit the Commission Fee. If the Account has insufficient funds to pay/debit the Commission Fee, the Bank has the right to debit the Commission Fee from Client's other accounts opened in the Bank (if the Client has several accounts in the Bank). If funds are not available in these accounts, the Bank has the right not to execute the Payment Transaction and/or deny the banking service. If, in the absence of the funds in the Account to pay the Commission Fee, the Bank executes Payment Transaction or provides banking service, the Bank debits the Commission Fee for the Payment Transaction or service provision at any time later, when there are funds in any of the Client's accounts (including those seized).

**4.3.** The Bank is entitled to deduct the Commission Fee directly related to the Payment Transaction payable by the Client (Payee) from the amount transferred to the Client (Payee) before crediting it into the Client's (Payee's) Account, if the parties have agreed on this matter separately.

**4.4.** Upon Bank's instruction, Client shall pay the Bank the Commission Fee in cash before carrying out the Payment Transaction or receiving Banking services.

**4.5.** The Commission Fee is paid in the currency specified in the *Service Rates* and/or Contract.

**4.6.** If the Bank applies the Client the contractual rates for use of Payment Services and during the contractual rates validity period it appears that Client's behaviour or activities pose the Bank financial, operational or reputational risk, or Client has become disloyal to the Bank, the Bank unilaterally revokes application of the contractual rates to the Client and from the day specified in the notice to the Client begins to apply the Client the Commission Fee specified in the *Service Rates*.

**4.7.** The Client, regardless of performed/non-performed Payment Transactions and/or restrictions applied on the Account, each calendar month pays the Bank the Account administration fee specified in the *Service Rates*, which is debited by the Bank on each month's 30<sup>th</sup> day, and, for February, on the last day of the month from the Client's Account. If the funds are not enough to write off the administration fee, the fee is written off in accordance with paragraphs 4.2 and 4.8 thereof.

**4.8.** If the Account has insufficient funds to pay/debit the Commission Fee in the currency specified in the *Service Rates* or Contract, the Bank has the right to apply the reference exchange rate and exchange (convert) the currency of the funds in the Account into the currency specified in the *Service Rates* or Contract.

**4.9.** By Bank's decision or a written agreement between the Bank and the Client, the Bank pays the Client the interest on the funds in the Account. Interest shall be calculated for the Account balance, which is determined after the last Payment Transaction in the Account on that day. When calculating the interest, it is considered that the year has 360 (three hundred sixty) days and a month has 30 (thirty) days. Interest calculated for calendar month on the 30<sup>th</sup> day of each month, and, in February, on the last day of the month, are transferred to the Client's Account.

**4.10.** In case when the User is not resident (non-resident of Lithuania, as it is provided for in the Personal Income Tax Act (hereinafter referred to as PITA), the Bank, in accordance with PITA provisions, during interest payment to the User, unilaterally and without any further notice, deducts and pays to the Lithuanian state budget the personal income tax on the interest received by non-resident User.

**4.11.** If during Payment Transaction the Bank pays money from the Account, regardless of whether there are funds in it (credits the Account), it is recognized that the Bank provides the Client with the appropriate amount of credit from the cash payment, which must be returned by the Client to the Bank. In return for the awarded and used credit, the Client pays the Bank the interest specified in the Contract and if not specified in the Contract, the interest published on the Bank's website which is calculated every day until the credit used will be returned to the Bank. If the Bank and the Client by a separate agreement set credit limit in the Account, it is considered that the Client owes the Bank (over a negative Account balance) when the credit limit granted by the agreement is exceeded.

**4.12.** The Bank starts applying the modified reference exchange rate and changed reference interest rate immediately and without prior notice. For the Bank-established, amended and published reference exchange rate and in publicly accessible sources published reference (benchmark) interest rate changes the Client can check on the website of the Bank or in the Bank's Client Service Units.

**4.13.** The Client, before using the currency exchange service, before commencement of the service provision, must be familiar with the Commission Fee applicable to currency exchange service and the exchange rate, which is applied to the exchange. After providing the exchange service, it is considered that the

Client has agreed with the applicable Commission Fee and the exchange rate.

**4.14.** The Client, failing to pay the Bank on time the Commission Fee for the Bank's services or Client-performed Payment Transactions, shall pay the Bank the fine for each day of delay amounting 0.05 per cent.

**4.15.** The Client who uses a Payment Instrument can be additionally applied the fees set by marketing companies or service providers for the application of which the Bank shall not be liable.

**4.16.** In case if the Bank provides the Account-related Payment Service sets or other Payment Service sets, which are outside the Account, if User chooses to use such a Payment Service set, the User shall pay the Bank the Commission Fee for the selected Payment Services set, regardless of whether or not during the calendar month the User exhausted all or only part of the services included into the Payment Services set. If User exceeds the number of Payment Transactions and the amount of funds per calendar month of the selected Payment Services set, the User shall pay the Bank the Commission Fee provided for in the *Service Rates* for exceeded number and amount of Payment Services.

## V. GENERAL PAYMENT SERVICE RULES

**5.1.** With the means of these *Payment Rules* the Client is informed that the Bank has the right not to apply or to partially apply the Payment Rules provisions, if the Client executes the Payment Transaction in the foreign state currency or in the currency of Member States to a foreign country or from it, or, if the Client is not User, who carries out Payment Transaction in then currency of Member States in the Republic of Lithuania to other Member States or from them. The exceptions are specified in these *Payment Rules*.

**5.2.** In addition to the general conditions for Payment Services provision provided for in these *Payment Rules*, other special conditions (features), only applicable for individual Payment Services, for example periodic Payment Services, use of credit limit in the Account, use of Payment Instruments, electronic bill payment, Account transfer and so on are regulated by the respective terms of Service Contracts, contracts of provision of such services and legislation.

### 5.3. Payment Order information.

**5.3.1.** Payment Orders submitted by the Client (both oral and written) must be clearly defined, unambiguous and must be enforceable. The Client is responsible for correctness of the data in the Payment Orders submitted and is required to check its correctness before signing/confirming the Payment Orders. The Bank shall not be liable for any errors, inconsistencies, repetitions and/or objections in the Client's Payment Orders, including, but not limited to, correctness of the details in the Client-submitted Payment Order.

**5.3.2.** The Bank accepts Payment Orders if they comply with the statutory and the Bank-set requirements or the requirements set

by arrangement of the Bank and the Client for submission of Payment Orders and/or the content of the Payment Order.

**5.3.3.** Bank credits the funds into the Account or debits from the Account basing upon the unique identifier specified in the Payment Order received by the Bank and does not check whether the unique identifier specified in the Payment Order corresponds to the Account owner's name (title) or personal identification number. If, along with the unique identifier Payment Order contains additional information, the Bank is responsible for execution of the Payment Transaction only according to the unique identifier specified in the Payment Order and such Payment Transaction is considered to be executed by the Bank properly.

**5.3.4.** If the Client-submitted unique identifier is incorrect, the Bank is not liable under paragraph 6.4 thereof for non-execution or defective execution of Payment Transaction, however, if the Payment Transaction is executed in the Republic of Lithuania, as far as possible, takes all possible steps to trace the Payment Transaction and seeks to recover the Payment Transaction funds as it is provided for in paragraph 5.7 thereof. Payment Transaction shall be considered executed incorrectly, when the unique identifier specified in the Payment Order does not match with the Payee's details specified in the Payment Order (name, title).

**5.3.5.** Upon execution of a Client-initiated payment order, the Bank transmits the Payee's Payment service provider the information given in the Payment Order. The Bank has the right to instruct the Client to submit other binding and/or additional information such as payment code, corresponding bank code etc.), which must be submitted to the Bank in order the Payment Order could be executed properly.

**5.3.6.** Payment Order in the foreign currency to the Member States or to foreign countries (including the Euro) can be adjusted and cancelled. When revising the Payment Order the amount of payment, the currency, the Payer's Account or the Payer's name cannot be changed. The Bank charges the Commission Fee, specified in the *Service Rates* for revision or cancellation of the Payment Order.

**5.3.7.** If in the Payment Order submitted there is not enough data or there are other deficiencies, the Bank, depending on the nature of the Payment Order shortcomings, may refuse to execute the Payment Order, or to execute it according to the unique identifier specified in the Payment Order.

### 5.4. Receipt of Payment Order in the Bank and execution of Payment Transactions.

**5.4.1.** If Payment Order is initiated by the Client, the Payment Order shall be deemed received by the Bank on its receipt date if the Payment Order was received by the time specified in the *Service Rates*. If a Payment Order was received in the Bank after the time specified in the *Service Rates*, or on the Bank's non-working day, it is considered that the Payment Order is received at the Bank on the first Bank business day following the date of the Payment Order submission to the Bank.

**5.4.2.** By Client's and Bank's agreement, Payment Order can be started to execute on a particular day or in the end of a particular

period or on the day when the Client (Payer) provides funds to the Bank. In this case it is deemed that the Payment Order is received at the Bank on the date agreed. If the agreed day is not a Bank business day, the payment shall be deemed received on the next Bank business day (PL 33.2).

**5.4.3.** The Bank executes Client's Payment Orders in accordance with the time set for Payment Transactions in the *Service Rates* and procedure set in the legal acts.

**5.4.4.** The Bank debits the Payment Order amount and Commission Fee from the Client's Account on the day of execution of the Payment Transaction in the Bank. The Payer must ensure that the Account has sufficient amount of funds in the relevant currency for execution of Payment Order and Commission Fee not only on the day the Bank receives Payment Order, but also on the moment of execution of Payment Transaction, i.e. funds debiting from the Account. If on the moment of execution of the Client's Payment Transaction there are no sufficient funds in the Account in the required currency, the Bank has the right to refuse from execution of the Payment Order, unless the parties agree otherwise.

**5.4.5.** If the Bank agrees to accept the Payment Order that does not contain all the information required for Payment Orders (e.g. Payee's name, Payee's Account number according to IBAN standard, etc.), the Payment shall be deemed received on the moment when the Bank is presented or Bank itself collects all the requested information necessary for the Payment Order to be executed.

**5.4.6.** If Payment Orders in the cases laid down in the legislature are submitted by third parties, or, these Payment Rules or contracts have set the right of the Bank to unilaterally, without a separate consent of the Client, to debit the Client's payables to the Bank from the Account or to manage Client's Account, the Bank shall execute the Client's Payment Orders only after it executes the third parties' orders and/or debits from the Account the Client's payables to the Bank.

**5.4.7.** In the event that funds in the Client's Account are seized or Client's right to dispose of funds is restricted otherwise and the Client wishes to execute a Payment Order not in the Account but submitting cash to the Bank (e.g. pay the debt, taxes, penalties, and so on), the Bank has the right but is not obliged, to accept such a Payment Order and execute the Payment Transaction without using the Client's Account.

**5.4.8.** When executing the Payment Transactions, the Bank is not responsible for the mistakes of intermediary (corresponding bank) and/or Payee's Payment service provider or intermediary (corresponding bank) and/or delayed terms of execution of the Payment Order and/or Payment Order failure/improper fulfilment through fault of the corresponding bank and/or Payee's Payment service provider.

**5.4.9.** The Bank credits the received funds to Client's Account in the currency Account of the Payment Transaction. Cash is deposited into the Client's Account or paid from the Client's Account in the currencies with comprehensive cash currency buying/selling rates listed of the Bank's website.

## **5.5. Payment Transaction (Payment Order) cancellation or non-fulfilment.**

**5.5.1.** The Payment Order cannot be cancelled after it is received by the Bank, with the exception of the cases laid down in the Payment Rules or legislation.

**5.5.2.** Payment Orders referred to in paragraph 5.4.2 may be revoked no later than before the end of the Bank business day preceding the agreed day.

**5.5.3.** After the Bank executes the Payment Order, the Payment Order cannot be cancelled unless the Payee gives consent for funds reimbursement to the Payer.

**5.5.4.** The Bank has the right to charge Commission Fee fixed in the *Service Rates* for Payment Order cancellation.

**5.5.5.** The Bank does not accept and does not fulfil the Payment Order to perform Payment Transaction in the Client's Account, with the exception of cash deposit into the Account, if the Account money is seized or the Client's right to dispose of the funds is limited under legislation or the Bank has the right to refuse from execution of submitted and authorized Payment Order, including submitted via the electronic channels if the Bank has reasonable doubt that the Payment Order is submitted not by the Client or his/her legal representative or Payment Instrument user, or the documents submitted to the Bank are forged or identity verification measures for safe use requirements are violated, or safety of the Client or the Payment Instrument user's hardware, software, telephone or other equipment used to access the Bank's electronic channels security is violated, or if there is a reasonable doubt about legality or contents of the Payment Order submitted to the Bank. Having found a suspicious transaction, the Bank may contact the Client according to the Client's contact details disclosed to the Bank and ask to confirm/deny the suspicious Payment Transaction initiation, and/or provide the Bank the documents confirming the right of the persons to operate the Account or other Bank-specified documents proving legitimate origin of the funds related with execution of the Payment Order. If the Client is inaccessible for the Bank using the contact data or after contacting the Client he/she does not authorize the Payment Transaction or fails to provide the Bank the requested documents, the Bank has the right to refuse to execute the Payment Transaction as unauthorized and, if necessary, block the use of the Payment Instrument and/or other Client's identity verification means.

**5.5.6.** The Bank has the right not to execute or for no longer than three (3) bank business days suspend the suspicious and/or unusual Payment Transaction or operation and on the same day to inform the Client who submitted the Payment Order (except in cases where such information is not allowed on legislation grounds) when the Payment Order for execution of Payment Transaction relates to:

**5.5.6.1.** The persons from countries of the non-cooperative countries and territories compiled by the Financial Action Task Force on money laundering, or FATF;

**5.5.6.2.** The persons covered by the sanctions and/or restrictions of the European Union and/or other countries, including the sanctioned banks;

**5.5.6.3.** The individuals, included in the list of undesirable persons by public institutions under the United Nations Convention against Transnational Organized Crime;

**5.5.6.4.** In the cases provided for in the Money Laundering and Terrorist Financing Prevention Act of LR and statutory legislation, including but not limited to, when the Client does not provide data to support his/her identity, if presents not all the data, or the data is incorrect, if the Client or his/her representative avoids to provide the information needed to identify the Client's representative, conceals identity of the beneficiary or is reluctant to provide the information necessary to identify the beneficiary or does not provide all the required data about the formal and real owners and other data, specified in the Money Laundering and Terrorist Financing Prevention Act of LR and statutory legislation, the Bank of Lithuania's instructions and the Bank's internal documents;

**5.5.6.5.** Other requirements stated in the European Union and international legislation designed to prevent money laundering or terrorist financing.

**5.5.7.** In the cases listed under par. 5.5.5 and 5.5.6 above, the Bank is not liable to the Client for failure to meet contractual obligations and/or any damage or loss suffered by the Client.

**5.5.8.** The Bank, after refusing to execute the Client's Payment Order, immediately informs the Client about the default and its reasons in the way specified in the General Rules, unless such communication is impossible or prohibited by law. Payment Order refused to execute by the Bank shall be deemed not received.

**5.5.9.** The Bank has the right not to accept and not to execute the Client's Payment Orders, not to accept requests to change the currency, not to accept and not to execute financial instrument orders, not to provide other services of the Bank, if the Client does not fully cover its liabilities to the Bank under the Framework Contract, if interbank settlement system, the global interbank financial market do not work, or there are another unusual market conditions, important technical or other reasons. The Bank also has the right not to execute the Payment Order or to suspend provision of banking services via electronic channels due to technical problems, or if there is a risk that the electronic channels can be used by non-Client, also if the Payment Order is filed not in accordance with the Bank's requirements, if the Client's Account has insufficient funds for all payments, or there are other important reasons why it is not possible to execute the Payment Orders received from the Client, including ensuring the electronic channels security. The Bank informs the Client in the manner provided for in the General Rules.

### **5.6. Payment Transaction Processing deadlines.**

**5.6.1.** In addition to the Payment Transaction execution deadlines specified in these Payment Rules, other Payment Transaction execution terms, depending on the Payment Transaction and the way it is carried out, are given in the *Service Rates*, contracts, terms of service and/or Payment Orders.

**5.6.2.** When credit transfers in the Republic of Lithuania are in euros, the Bank, after receiving the Payment Order, transfers the Payment Transaction amount to the Payee's Payment

service provider on the same bank business day if the Payment Order was received by the Bank by 12:00. If Payment Order is received after 12:00 or not on the Bank's business day, the Bank transfers the Payment Transaction amount to the Payee's Payment service provider no later than on the next bank business day.

**5.6.3.** In case the Payer and the Bank have agreed that the Payment Order is to be started to execute on a particular day, and the credit transfer is carried out in euros in the Republic of Lithuania, the Bank transfers the Payment Transaction amount to the Payee's Payment service provider on the agreed Payment Order execution day, and if the Payment Order execution day is not a bank business day, on the next bank business day.

**5.6.4.** The Bank, after the moment of Payment Order receipt, shall transfer the Payment Transaction amount to Payee's Payment service provider no later than before the end of the next Bank business day if the Bank and the Payer have not agree on a different deadline. This paragraph shall apply to:

**5.6.4.1.** The Payment Transactions carried out in the Republic of Lithuania in non-euro area Member State currencies and foreign currencies;

**5.6.4.2.** The Payment Transactions into other Member States and foreign countries in euro and non-euro area Member State currencies;

**5.6.4.3.** The Payment Transactions into other Member States and foreign countries in foreign currencies.

**5.6.5.** If the Payer carries out Payment Transactions in the Republic of Lithuania in non-euro area Member States currencies or funds are transferred to other Member States in non-euro area Member States' currencies, the Bank, after receiving the Payment Order, transfers the Payment Transaction amount to Payee's Payment service provider no later than within four (4) Bank business days unless the Bank has set shorter Payment Transaction terms in the *Service Rates*.

**5.6.6.** If the Client is the Payee and Payment Transaction is carried out in the Member State's currency, the Bank shall ensure the possibility for the Client (Payee) to use the Payment Transaction amount in the Account on the day when this amount is credited to the Payee's Account, if the funds are received before the latest funds crediting time specified in the *Service Rates*. If the Client is the Payee and the Payment Transaction is made in foreign state currency or in euros from a foreign country: within one (1) bank business day following the date on which the amount is credited to the Bank Account.

**5.6.7.** After Client deposits cash into Account, the Client may dispose it immediately.

**5.6.8.** Client-initiated credit transfers may be simple, urgent and very urgent. Credit transfer performance method is chosen by the Client. If the Client did not choose the manner of transfer of credit, it is considered that he/she has initiated a simple credit transfer. Credit transfer terms of performance are published in the *Service Rates*.

### **5.7. Payment Transaction tracing and recovery of Payment Transaction funds.**

**5.7.1.** Under the conditions laid down in par. 5.3.4 thereof, i.e. when Payment Transaction is carried out in the Republic of Lithuania, the Bank's responsibility is, as far as possible, to take all possible measures to trace the Payment Transaction and to recover funds of the Payment Transactions to be carried out in conformity with the following sequence of actions upon receipt of the request of Payer or the Payer's service provider:

**5.7.1.1.** If the Client (Payer) mistakenly executes the Payment Transaction to the Bank's Client's (Payee's) Account, the Bank, without individual Payee's instruction unilaterally writes-off the funds from the Payee's Account and, without revealing the identity of the Payee, returns the funds to the Payer. Under this item, the Bank unilaterally writes-off the funds from the Payee's Account only if the message is submitted to the Bank no later than thirty (30) calendar days after the day the funds are mistakenly credited into the Payee's Account and only if there are funds in the Account and they are not subject to any restrictions on disposal. Payee is informed about writing-off of the funds from the Payee's Account in the Account Statement. In the event if there are no funds in the Payee's Account, or they are subject to relevant institutional or personal transferability restrictions, or the term provided in this paragraph is already due, the Bank does not write-off funds from the Payee's Account unilaterally, and informs the Payee of the obligation to repay the Payer improperly received funds and if the Payee disagrees, about disclosure of his/her personal data (the Payee's name, surname, title, address) to the Payer and/or the court. If the Payee is a natural person, the Payee has the right to object that his/her personal data is disclosed to the Payer, by submitting a legally grounded disagreement;

**5.7.1.2.** If the Bank has received notice from the Payer's Payment service provider of erroneously credited funds to the Bank Client's (Payee's) Account, the Bank contacts the Payee for refund of mistakenly received funds to the Payer and informs the Payee, that if he/she does not agree to return the wrongly received funds, personal details (Payee's name, surname, title, address) will be disclosed to the Payer. In this case, if the Payee is a natural person, the Payee has the right to object that his/her personal data is disclosed to the Payer, by submitting a legally grounded disagreement;

**5.7.1.3.** If the Bank receives from the Payee or Payee's Payment service provider a notice about erroneously transferred funds by the Payer, the Bank, without disclosing the identity of the Payee, refunds into Payer's Account and debits the Payer's Account with Commission Fee for the Payment Transaction tracing procedure and refund. With the means of these Payment Rules Payer is informed that the Payer's Payment service provider (including the Bank) has the right to debit and to compensate, from the amount being refunded, the direct costs incurred by the Payee due to the funds crediting to/debiting from the Payee's Account, as well as to charge a fee for the Payment Transaction tracing procedure;

**5.7.1.4.** If the Payee does not agree in good faith to repay the Payer mistakenly received funds, the Bank discloses to Payer the Payee's data (name, surname (title), other contact details) received from the Payee or Payee's Payment service provider (if

received) and informs about the right to go to court for exaction of the mistakenly transferred funds from the Payee, and if the Payee (natural person) enters the Payment service provider a legally grounded disagreement with the disclosure of personal data for the Payer, the Bank informs the Payer about the right to apply to the court for the disclosure of Payee's personal data and recovery of mistakenly transferred funds from Payee.

**5.7.2.** If Payment Transaction is carried out to other Payee's Payment service provider in Lithuania, Member State or in a foreign country and the Bank receives the Payer's request to mediate in order to recover erroneously paid funds to Payee, the Bank acts as an agent for a refund, but is not responsible for the Payer, if the funds from Payee's Payment service provider will not be returned to the Payer.

**5.7.3.** If Payment Transaction is carried out from Payer's other Payment service provider in Lithuania, a Member State or a foreign state and the Bank receives from the Payer's Payment service provider or and Payment service provider's broker a request to return the funds not yet credited into the Payee's Account at the Bank which are transferred through error or fraud and in a criminal way, the Bank returns the funds not yet credited into the Payee's Account to the Payer's Payment service provider or broker without informing the Payee.

**5.7.4.** If Payment Transaction is carried out from Payer's other Payment service provider in Lithuania, a Member State or a foreign state and the Bank receives from the Payer's Payment service provider or Payment service provider's broker request to return the funds already credited into the Payee's Account, the Bank returns the funds only if there is a consent of the Payee for a refund, and if the Bank is submitted a proof that the funds were transferred to Payee through fraud or crime, the Bank unilaterally debits from the Payee's Account the funds, if there are funds, and the Account is not arrested, and returns the funds to the Payer's Payment service provider or broker. The Bank debits funds unilaterally from the Payee's Account only if the report is submitted to the Bank no later than thirty (30) calendar days from the day the Payee's Account is credited.

**5.7.5.** If the Payer, according to submitted Payment Order, is returned funds due to the reasons not depending on the Bank (e.g. Payee's Account is closed, inaccurate Payment Order data (e.g. not specified Member State or foreign state Bank code or other details that are required by the Payee's Payment service provider, the Payment Order from the Client's Account to the Payee's Account was submitted by unauthorized person (not the Client or his/her legal representative, who fraudulently acquired Payment Instruments (e.g. in the case of fraud), under condition of paragraph 5.5.5 or 5.5.6 etc.), the repayment amount is credited to Client's (Payer's) Bank Account. Payer-paid Commission Fee for execution of Payment Order is not returned, no interest on missed Payment Order execution deadline is paid, the Client's (Payer's) Account is debited with the Commission Fee related to refunding (offsetting) as well as other costs. This applies regardless of how many times the Payer submits Payment Orders to the Bank after failing to fill in or correct all information necessary for Payment Order.

**5.7.6.** If the Payer is a state or municipal enterprise, for example SODRA, Social Welfare Department etc., which regularly by transfers the funds by credit transfer to the Payees' Bank Account and the Bank receives such Payer's official letter on repayment to Payer as the Payment Transactions for some reason were made in error, the Bank carries out such Payer's request and returns the Payer the funds by debiting them from the Payee's Account, if this is permitted by law.

**5.7.7.** In the case if due to the Bank's fault funds were incorrectly credited to a Client's Account or wrongly debited from the Client's Account, as well as after detection of other false Account transactions, the Bank has the right to correct these errors without Client's additional consent or his/her prior notification.

**5.7.8.** The Client, having noticed that his/her Account has been credited with the funds not belonging to him/her, must immediately notify the Bank. The Client, after receiving a Payment Transaction funds without basis, has no right to dispose of such mistakenly transferred funds not belonging to him/her and must promptly return such funds.

**5.7.9.** The Bank shall charge the Commission Fee for the Payment Transaction tracing and/or refund.

## VI. AUTHORISATION OF PAYMENT TRANSACTIONS

**6.1.** Giving an approval to carry out Payment Transaction (authorization).

**6.1.1.** The Payment Transaction is considered to be authorized (approved) only when the Client has given his/her consent to execute the Payment Order. The Client's consent to execute the Payment Transaction is submitted in the form and manner set by the Bank on in a separate agreement between the Bank and the Client or in the service provision conditions. Written Payment Order has to be signed by the Client or his/her representative. If Payment Transactions are carried out via electronic channels or with the given Payment Instruments, consent for execution of Payment Order is approved by the identity verification measures. In this way, Payment Orders shall be deemed approved by the Client and shall have the same legal value as the Client-signed paper documents.

**6.1.2.** Payer's consent to execute the Payment Transaction shall be submitted before start of the Payment Transaction. In the case of absence of the above consent, it is considered that the Payment Transaction is unauthorized.

**6.2.** Client's reports of unauthorized or incorrectly executed Payment Transactions.

**6.2.1.** The Client has at least (1) once a month to check the information on the Account of the Payment Transaction in the Account Statement. The fact that the Client did not wish that he/she was sent Statements, does not relieve the Client from execution of this obligation.

**6.2.2.** The Client (non-User) must notify the Bank of Client-unauthorized or improperly executed by the Bank Payment Transactions, as well as any other errors, inconsistencies or inaccuracies in the Statement. Notification must be submitted in writing no later than sixty (60) calendar days from the date when the Bank, according to the Client, executed the unauthorized

Payment Transaction or improperly executed the Payment Transaction.

**6.2.3.** If the Client is User, he/she shall immediately, but no later than thirteen (13) months after the day of funds debiting from the Account, notify the Bank in writing about Client-unauthorized or incorrectly executed Payment Transactions (funds debiting of the Account), executed in the Member State currency in the Republic of Lithuania or into another Member States or from them, unless a third party (e.g. MasterCard Worldwide) rules set another deadline. If the Client is not User or Client (including User) had executed the Payment Transaction in the currency of Member State into a foreign country or in foreign country's currency, the Client must provide the Bank the notification referred to in this paragraph no later than within the period prescribed in paragraph 6.2.2 (PL 3,2,4).

**6.2.4.** If the Client before the deadlines set in par. 6.2.2 - 6.2.3 fails to notify the Bank of any unauthorized or incorrectly executed by the Bank Payment Transactions, it is deemed that he/she has unconditionally approved the Payment Transactions executed in the Account and the funds are not refunded to the Client.

**6.3. Client's liability for unauthorized use of Payment Instrument and the Bank's liability for unauthorized Payment Transactions.**

**6.3.1.** The Bank, having received Client's notification within the time limits set in par. 6.2.2 - 6.2.3 and having found that the Payment Transaction was not authorized by the Client or not properly executed by the Bank, shall immediately reimburse the Client the unauthorized Payment Transaction amount and restore balance of the Account from which the amount was debited, such balance being if unauthorized or incorrect Payment Transaction had not taken place, with the exception of the cases set in par. 6.3.3, 6.3.4, 7.1-7.2 where the liability for unauthorized Payment Transaction rests with the Client.

**6.3.2.** If Client denies having authorized the Payment Transactions due to which the Client suffered a loss, use of the Payment Instrument, registered by the Bank, as specified in these rules and payment card use and service terms, is a sufficient proof that the Client has authorized the Payment Transaction or has acted fraudulently or intentionally or with gross negligently failed to meet one or more of the obligations set out in paragraphs 7.1-7.2 and in this case the Bank does not compensate the losses incurred by the Client.

**6.3.3.** If the Client is User, he/she suffers the losses resulting from unauthorized Payment Transactions of up to EUR 150 (one hundred and fifty euros), if the losses are due to:

**6.3.3.1.** Use of lost or stolen Payment Instrument (including identity verification tools);

**6.3.3.2.** Unauthorized acquisition of Payment Instrument, if the Client has failed to keep the personalized security features (including identity verification tools).

**6.3.4.** Under the circumstances specified in paragraph 6.3.3 of the Payment Rules, User suffers the losses resulting from unauthorized Payment Transactions of up to EUR 50 (fifty euros), if:

**6.3.4.1.** Payment Transaction has been completed using the Payer's identity approval procedure ensuring data confidentiality which uses two or more elements categorised as knowledge, possession and inherence, specified in the supervisory authority legislation that are independent, in that the breach of one does not compromise the reliability of the others;

**6.3.4.2.** User authentication procedure uses the possession element which is protected from unauthorized copying and from theft via the Internet and its information generated can be used only once.

**6.3.5.** If the Client is not User or is User, but has acted fraudulently or with gross negligence, i.e. failed to comply with the Payment Card using terms, which are published on the Bank's website, the Client's obligations or User executed Payment Transactions as it is provided for in paragraph 5.1, he/she suffers any and all losses incurred due to the reasons specified in paragraphs 6.3.3 - 6.3.4 of the Payment Rules.

**6.3.6.** In the event when by the Client's request the Account or Payment Transaction carried out by means of Payment Instruments are given higher than the standard Bank Payment Transaction limit and in the cases provided for in the Payment Rules the Bank has an obligation to compensate losses incurred by the Client, the Bank shall compensate the losses up to the standard limit of Payment Transactions set by the Bank.

#### **6.4. The Bank's responsibility for proper execution of Payment Transactions.**

**6.4.1.** If the Client (Payer) has initiated a Payment Order, the Bank is responsible for proper execution of Payment Transaction. If the Bank can prove to the Client (Payer) and, in some cases, to the Payee's Payment service provider that the Payee's Payment service provider has received the Payment Transaction amount, the Payee's Payment service provider is responsible for the proper execution of Payment Transaction.

**6.4.2.** If the Bank as the Client's (Payer's) Payment service provider is liable under paragraph 6.4.1, it immediately returns the Client (Payer) the uncompleted or improperly executed Payment Transaction amount or restores balance of the Account from which the amount was debited, which would have been if the improperly executed Payment Transaction had not taken place.

**6.4.3.** If the Bank as Client's (Payee's) the Payment service provider is liable under paragraph 6.4.1, it shall immediately credit the Payment Transaction amount into the Payee's Account and/or make the Payee the opportunity to dispose of it.

**6.4.4.** If after the Client (Payer) initiates a Payment Order and the Payment Transaction is not executed or done improperly, the Bank, after having received the Client's request, shall take measures to find out the reasons, to trace the Payment Transaction and to notify the Client (Payer) about the search results.

**6.4.5.** After the Client (Payee) initiates a Payment Order or it is initiated through a Client (Payee), the Bank as Payee's Payment service provider shall immediately transfer the Payment Order to Payer's Payment service provider. The Bank, as the Payee's Payment service provider is liable to the Payee for correct

transmission of the Payment Order to the Payer's Payment service provider.

**6.4.6.** When the Payment Transaction, for which the Bank, as Payee's Payment service provider is not liable under paragraph 6.4.5 of the Payment Rules, is not executed or improperly executed, the Payer's Payment service provider is liable to the Payer.

**6.4.7.** If, after the Client (Payee) initiates a Payment Order or it is initiated through a Client (Payee), the Payment Transaction is not executed or done improperly, the Bank as the Payee's Payment service provider shall, upon request of the Client, take measures to find out the cause, if possible, to trace the Payment Transaction and to notify the Client (Payee) about the search results.

**6.4.8.** Bank shall not be liable for the additional costs or consequential damages incurred by the Client (loss of revenue, profits etc.), related to the non-executed or improperly executed Payment Transaction. The Bank shall only be liable for the Client's direct damages as a result of the Bank's fault.

**6.4.9.** The Bank shall reimburse the Client the Commission Fee in full and interest resting on the Client for Payment Transactions non-execution or improper execution due to the Bank's fault.

#### **6.5. Repayment of the amounts of Payment Transactions initiated by or through Payee.**

**6.5.1.** Client (Payer) shall be entitled to recover from the Bank the amounts of Payment Transactions initiated authorized by or through Payee (Client) and already completed Payment Transaction, if it turns out that the Payee (Client) unreasonably initiated the submission of Payment Order and the Payee (Client) was wrongly transferred the Payment Transaction funds. The funds are returned to the Payer only if the conditions of the rules of the third parties (e.g. MasterCard Worldwide) involved in the execution of Payment Transaction are observed, and there are no other objections to other Terms of Service, preventing the funds from being returned to the Payer. The Bank, when returning the funds to the Payer under this paragraph, is guided by paragraph 5.7.

**6.5.2.** If the Bank suspects or has evidence that the Payee transferred funds from the Payer's Account into his/her (Payee's) Account through criminal way, the Bank has the right, without any prior information of Payee, to return the criminal funds from the Payee's Account to Payer or to block the Payer's Account.

## **VII. SECURITY MEASURES**

**7.1.** The Client, using electronic channels or Payment Instrument, must:

**7.1.1.** Use the electronic channels and/or Payment Instrument in accordance with the provisions of the rules regulating issuance of the Payment Instrument and/or the use of electronic channels, specified the relevant Contract and/or terms of service;

**7.1.2.** After having learned about loss, theft, misappropriation or unauthorized use of Payment Instrument, as well as facts or allegations that the personalized security features of his/her Payment Instruments and electronic channels (including identity

verification measures and the password created at registration of payment card in Secure online payment application) could become available or might be used by third persons, shall immediately notify the Bank or Bank-specified body as stipulated in the General rules or the respective terms of service with a request to block the Payment Instrument.

**7.2.** The Client, after receiving the Payment Instrument or means of identification for use of electronic channels, is required to take actions specified in the Contract and/or terms of service or in these Payment Rules to protect the Payment Instrument or electronic channels personalized security features of his/her Payment Instruments and electronic channels (including identity verification measures and the password created at registration of payment card in Secure online payment application).

**7.3. Blocking of Account and Payment Instruments.** The Bank has the right to block the Account (that is to suspend, wholly or partially, the Payment Transactions in the Account), and/or Payment Instruments (that is to prohibit, wholly or partially, the use of it):

**7.3.1.** Due to objectively justified reasons related to safety of the funds available in the Account and/or Payment Instrument;

**7.3.2.** Due to suspected illegal or fraudulent use of the funds in the Account and/or Payment Instrument or due to significantly increased risk that the Client may be unable to properly fulfil his/her payment obligation to the Bank (including where the Payment Instrument enables taking use of the credit limit in the Account granted by the Bank);

**7.3.3.** If the Client fails to comply with the terms of the contracts entered into with the Bank;

**7.3.4.** If the Bank has a reasonable suspicion that the funds in the Account and/or the Payment Instrument can be or is illegally used by third party;

**7.3.5.** If the Bank has a reasonable suspicion that the Account and/or Payment Instrument can be used or is used for illegal activities;

**7.3.6.** If the Bank receives reasonable information about Client's (User's) death or end of the Client who is not User;

**7.3.7.** If the Bank receives contradictory information about persons authorized to represent the Client;

**7.3.8.** If the Bank becomes aware of the theft or loss of the Payment Instrument, the Bank suspects or becomes aware about misappropriation or unauthorized use of the Payment Instrument, as well as facts or allegations that the Payment Instrument personalized security features (including identity verification tools) became known or might be used by the third parties;

**7.3.9.** When the Bank is given the Client's who is not User management bodies' (shareholders, community members etc.) application or other document (e.g. resolution) to restrict right of the manager or other person entitled to dispose the Client's (non-User's) Account of the Client who is not User;

**7.3.10.** In other cases specified in the Lithuanian legislation, the General Rules, the Contract, the terms of service or other contracts concluded with the Bank.

**7.4.** Bank in the manner set in the Contract or the General Rules informs the Client about blocking of the Account and/or Payment Instrument and reasons of such blocking, if possible, before blocking the Account and/or Payment Instrument and no later than immediately after blocking, unless such information would impair the security measures or would be prohibited by law.

**7.5.** By Client's initiative the Account and/or the Payment Instrument is blocked, if the Client in writing or other manner prescribed in the Contract and/or terms of service provides the Bank with the relevant application or notifies the Bank that the Payment Instrument given to the Client is stolen or otherwise lost, or that the Account funds and/or the Payment Instrument is used or may be used in any other unlawful manner. The Bank has the right to require that the Client's oral request to block the Account and/or Payment Instrument is later confirmed in writing or in any other manner acceptable to the Bank. If the Client's request to block the Account and/or Payment Instrument is made orally to the Bank, the Bank in order to identify the person submitting such a request, shall have the right to provide him/her with questions about the Bank-known Client's data. If the Bank has reasonable doubt that the said request is submitted not by the Client, the Bank has the right to refuse to block the Account and/or Payment Instrument. In such cases, the Bank shall not be liable for any loss that may result from failure to comply with the mentioned request.

**7.6.** Bank cancels blocking of the Account and/or the Payment Instrument (or replaces it with a new Payment Instrument) when there are no reasons for Account and/or Payment Instrument blocking.

**7.7.** If the Account and/or Payment Instrument was blocked at the initiative of the Client, the Bank may unblock it only after receiving a written request of the Client if the legislation, these payments rules or terms of service provide nothing otherwise. The Bank has the right to change the blocked Payment Instrument with the new one, applying the Client the Commission Fee set in the Service Rates.

**7.8.** Bank shall not be liable for Client's losses incurred due to blocking of Account and/or the Payment Instrument, and does not pay the forfeit provided for in the Contract and/or Service Rates if blocking was carried out observing the procedure and conditions of the Payment Rules, Contract, terms of service.

## VIII. INFORMATION PROVIDED TO THE CLIENT ON PAYMENT TRANSACTIONS

**8.1.** The Client, before the start of Payment Transaction, can familiarize with the maximum time of execution of the Payment Transaction, payable Commission Fee in the Bank's Client Service Units or via electronic channels.

**8.2.** The Client who has Account in the Bank, is given information on Payment Transactions executed in the statement of Account.

**8.3.** Client can obtain the statement of Account:

**8.3.1.** Upon arrival to the Bank's Client Service Unit. Statements in this way are given to the User free of charge once a month, and statement contains, at user's choice, the information about

Payment Transactions made in the Account no more than within thirty (30) calendar days prior to the day of the User's application or within the previous calendar month. If the statement is asked for not by User, such Client is charged a Commission Fee specified in the Service Rates.

**8.3.2.** Via electronic channels. Statements in this way are provided free of charge, regardless of their frequency. The Bank has the right to set electronic channels a period for which you can view Payment Transactions executed.

**8.3.3.** By mail, after paying the mailing costs set in the Service Rates;

**8.3.4.** In other manner agreed with the Bank.

**8.4.** In all cases, the Client must pay the fixed Commission Fee set in the Service Rates for requested extra information and/or more often provision of statements and/or transmitting statements in any other ways than those provided in the Payment Rules, as well as for information about the Payment Transactions under the one-off payment contracts.

**8.5.** If the Client performs a one-off Payment Transaction without having a Bank Account, the Bank provides information to the Client about executed (being executed) Payment Transaction in the one-off payment contract (Payment Order blank).

## IX. MISCELLANEOUS

**9.1.** Contracts, terms of service, service rates or other documents (e.g. requests, applications, questionnaires) as well as the Bank's internal regulations can set the maximum limit for Payment Transactions carried out using the Payment Instruments (by transactions, daily, monthly). The Client, wishing to change the Bank-set maximum limit of Payment Transactions, must submit the Bank an application and pay the Commission Fee set in the Service Rates. The Bank or the Client's representative, e.g., if the Client is a minor, has the right to establish the daily Payment Transaction limits. If the Client exceeds the daily transaction limit, the Bank does not fulfil the Client's Payment Orders submitted by Payment Instrument.

**9.2.** When Payment Transactions are carried out in cash in the Bank's Client service units, the Client is required to calculate, at the Client service window/table, the cash before paying and before taking as soon as it is received before walking away from the window/table. If finding some deviations of the transferred/received funds from the Bank's payment documents, immediately provide the Bank with any comments or claims related to the amount of cash and banknote quality. In the absence of any comments or claims, it is considered that information in the Bank payment documents is correct.

**9.3.** The Bank accepts and pays, as payment and settlement measure, defect-free, suitable for circulation cash in euro banknotes and coins and foreign currencies (non-euro) banknotes, which have the main cash exchange rate set in the Bank. The Bank does not accept and does not give foreign currency (non-euro) coins. In the case, if the Client wishes to receive funds from Accounts in foreign currency (not euros), while part of the funds is impossible to pay to the Client in

foreign currency (non-euro) coins, the Bank converts this amount using the main non-cash exchange rate of that currency into euros and pays to the Client. The Bank does not take old or defective foreign (non-euro) banknotes and does not change them into new ones. Worn or damaged euro banknotes and coins shall be taken and changed through procedures set by the Bank of Lithuania.

**9.4.** In the case when due to technical problems in ATM or other cash withdrawal/deposit terminals (e.g. Perlo paslaugos UAB terminals), after Client uses the Payment Instrument, but no cash is given to the Client or no cash is deposited, the Client must immediately notify the Bank. Client's claim related to unpaid or not deposited to/from ATM/terminal funds are dealt with within the deadlines in accordance with the General Rules and MasterCard rules. Client's funds are credited to the Client's Account only after the Bank examines the claim and confirms the fact of technical problems at ATM/Terminal.

**9.5.** The Bank, providing Payment Services or carrying out Payment Transactions, as well as to ensure payment fraud prevention, investigation and detection has the right to organize and through the statutory procedure, disclose (provide) the Client's personal data known to the Bank to international payment card organizations, companies processing information about settlements by means of payment cards, Payee, Payee's Payment service provider, operator of payment system used for Payment Transactions, mediators of the Bank and the Payee's Payment service provider (corresponding banks), as well as law enforcement authorities, or persons to whom, under the law or contracts, the Bank is obliged to provide information about the Client.

**9.6.** In the case of change of the Client's residency status specified in the Contract, the Client shall, no later than within five (5) calendar days, inform the Bank in writing. If the Client informs the Bank about the change of his/her status of residence, it is assumed that the new residency status takes effect on the next bank business day following the date of giving notification to the Bank.

**9.7.** The form, content, terms, techniques and other requirements for reporting between the Client and the Bank, claims handling and dispute resolution terms are specified in the General Rules.

**9.8.** The Bank is not responsible for the Payee's and the Payer's mutual claims and does not deal with them, unless this is provided in the rules of the third parties (e.g. MasterCard Worldwide) involved in the Payment Transactions.

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Šiaulių Bankas AB