General terms and conditions for provision of Payment Services

1. Definitions

1.1. Account means a payment account opened with the Institution in the name of Customer and used to execute the Payment Transactions.

1.2. Account Agreement means the Payment Account Agreement.

1.3. Agreement means the Account Agreement and/or any agreement providing other services in relation to the Account.

1.4. Base Exchange Rate means exchange rate quoted by the Institution or published by a publicly available source specified by the Institution for which the currency is to be exchanged.

1.5. Biometric Security Measures are security measures implemented by mobile device manufacturers which we consider safe. The functioning of the Biometric Security Measures is based on scanning, storage and processing of biometric data (e.g. fingerprint, facial features).

1.6. Business Entity – a legal entity and a natural person who uses our services for purposes related to his business, trade, craft or profession (i.e. for non-consumer purposes).

1.7. Commission means the remuneration you pay us for the Payment Transaction and/or services related thereto, services related to the Account or other services provided by us.

1.8. Credit Transfer – a payment service whereby, based on the Instruction you have provided, we transfer funds from the Account to the recipient's payment account.

1.9. Customer (or you) – person who has entered into an Agreement (Agreements) with the Institution.

1.10. General T&C mean these General terms and conditions for provision of Payment Services.

1.11. Identification Means are User's login name or code, Password, Password Generator, Biometric Security Measures, special codes and other means of our choice.

1.12. Instant Credit Transfer – Credit Transfer in euros that is executed immediately, on any day and at any time of the day.

1.13. Institution (or we) is UAB Pervesk, registration number 304186270, address Gedimino ave. 5-3, LT-01103 Vilnius, Lithuania (e-mail info@pervesk.lt), acting as an electronic money institution licensed in the Republic of Lithuania (electronic money institution licence No 17; the licensing and supervising authority is the Bank of Lithuania, www.lb.lt; data on the Institution is collected and stored in the Register of Legal Entities of the Republic of Lithuania (the registry manager is the State Enterprise Centre of Registers). Due to provision of services under the General T&C and any relevant Agreement, accessible via the Website, the Institution acts as a partner of Daw Global Limited (registration number 15909430, e-mail info@dawglobal.co) and uses the trademark "Daw Global".

1.14. Internet Banking System – a special software solution which is used by the Institution when providing services via the Internet and accessible through links on the Website, a special domain, installed plug-ins, Application Programming Interfaces, Mobile Application or in another way established by us (depending on the functionality we support).

1.15. Mobile Application – an application of the Institution installed on a mobile device enabling the Customer (User) to connect to the Internet Banking System and use the services provided by the Institution.

1.16. More Secure Authentication means a procedure by which the Institution using appropriate Identification Means checks the User's identity or lawfulness of the use of a payment instrument, including its personalised security features, when at least two elements are used securely, categorised into knowledge (something only the User knows), possession (something only the User has) and inherent (something that is unique to the User), and that the breach of one element does not compromise the reliability of other elements.

1.17. Party – the Institution, Customer and/or any other person, if such a concept is assigned to him in the context of the particular Agreement. All together are called Parties.

1.18. Password means any code created by the Customer (User) or provided by the Institution which is used to log in to the User's Account, to initiate, manage and confirm the services provided by the Institution.

1.19. Password Generator means an electronic device for the generation of unique one-time Passwords which are used in place of the Customer's written signature and are intended for the identification of the User and for the confirmation of the Orders.

1.20. Payment Order (also Order) means an order submitted by the User to the Institution to execute the Payment Transaction.

1.21. Payment Transaction means a payment, transfer or withdrawal of funds initiated by the payer, on behalf of the payer or by the payee, irrespective of the obligations of payer and payee on which the transaction is based.

1.22. Recipient Verification Service – a service that allows you, before authorising the Instruction, to verify whether the account number you specified for the funds recipient matches the intended recipient's name and surname (or business name).

1.23. Standard Rates (also Rates) – a set of Commissions approved by us. Standard Rates are published on the Website or in another way established by the Institution.

1.24. Unique Identifier – a combination of letters, numbers, or symbols assigned by the payment service provider to the payment service user, which uniquely identifies the user involved in a payment transaction and/or the payment account used in the transaction. For the purposes of these General T&C, the Unique Identifier is the payment account number, unless otherwise specified in these General T&C or their Annexes.

1.25. User means the Customer or the Customer's designated representative (natural person) authorised to manage the Customer's Account through electronic channels. As the case may be, the User may also be referred to as you.

1.26. User's Account means the result of the User's registration with the Internet Banking System, where the User's data is recorded, the User is given a registration name or code and his rights are defined.

1.27. Website means the website at dawglobal.co, where services of the Institution under the trademark "Daw Global" may be found. In the context of these General T&C and its Annexes, Website also means the Internal Banking System, where services of the Institution are provided.

1.28. Other terms used in the General T&C correspond to the terms specified in the Law on Payments of the Republic of Lithuania, the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania and other relevant legal acts.

2. General provisions

2.1. The General T&C govern the basic provisions applicable to the opening of the Account and the provision of our other services.

2.2. The General T&C apply to all Customers, regardless of the nature of the Customers and the services they use. However, depending on the nature of the Customers using the services (natural person – consumer/Business Entity), different regulation may be applied to regulate one or another issue. In addition, it may be the case that not all provisions of the General T&C apply to you (for example, you may be offered only part of our service package, or you may choose not to use all of the services we provide).

2.3. The General T&C, together with all amendments, supplements and links to the Website or other websites, as well as together with the Standard Rates, are an integral and inseparable part of each Agreement and shall apply to the Customer even without a separate instruction and information from the moment of conclusion of a particular Agreement.

2.4. The General T&C can be changed regularly, so we suggest that you thoroughly familiarise yourself with the provisions of the General T&C every time before initiating the provision of one or another service.

2.5. In the event of any conflict or inconsistency between the provisions of the Agreement and General T&C, provisions of the Agreement shall apply, unless otherwise specified in the Agreement itself. In the event of any conflict or inconsistency between provisions of the relevant Agreement and the Account Agreement, provisions of the relevant Agreement shall apply, unless otherwise specified in the Agreement itself.

3. Registration and conclusion of Agreement

3.1. In order to open the Account and start using our services, you must register with the Internet Banking System. Registration is available on the Website and/or through the Mobile Application (if technically available) or in other ways determined by us.

3.2. We have a right to refuse to provide services to the new Customer without giving reasons, but we guarantee that the refusal to provide services will always be based on valid reasons.

3.3. Once the Customer has provided necessary data and registered with the Internet Banking System, the User's Account is created. The User's Account is personal and may only be used by the Customer or by a representative designated and registered by the Customer if the Customer is the Business Entity.

3.4. The Customer warrants that, whether registering, changing or completing the registered data, he will provide only correct data about himself and/or the representative. The Customer assumes all the risk of negative consequences that may arise due to the provision of false data, and the Institution, in turn, has the right to take all legal remedies provided for in these General T&C against the Customer who has provided false data, including the right to refuse to conclude or terminate the Agreement.

3.5. Once you have registered, read the provisions of the General T&C and Account Agreement and expressed your consent to comply with them in accordance with the procedures established by us, the Account shall be opened and you shall obtain the possibility to use the services provided by us in relation to the Account.

3.6. In the cases and in the manner provided for in the General T&C and/or Agreement, you must confirm the User's Account, your identity or express your consent for the provision of new service in order for us to continue provision of services or to start provision of new services.

3.7. In order to use the relevant other service provided by us, you will be required to familiarise yourself with and agree to the Agreement applicable to that service (relevant Annex to the General T&C) and, in the presence of our respective instructions, perform other additional actions (e.g. agree on individual terms and conditions, fill out an additional questionnaire, etc.). After completing all the actions required by us, you will be able to use the additionally ordered service from the moment we provide the appropriate opportunity.

3.8. By entering into the Agreement, you declare that you are aware of the General T&C, Privacy Policy, relevant provisions of the Agreement and that you are bound to comply with them, and that you are aware of the Standard Rates.

4. Know Your Customer

4.1. In order to ensure proper provision of services, we need to know our Customers comprehensively.

4.2. By concluding the Agreement, the Customer agrees that we ourselves or through third parties shall verify and evaluate the Customer's and its Beneficial Owners' identity, activities, origin of funds, posed risks and any other information necessary for a proper performance of the "Know Your Customer" procedure. You must provide us with all the requested information within the time, in the form and in the language specified by us for the purposes of the "Know Your Customer" procedure.

4.3. If we are unable to make a comprehensive knowledge of the Customer, we shall refuse to enter into the Agreement. We are obliged to regularly carry out the "Know Your Customer" procedure, therefore, in the event that we are unable to properly perform the "Know Your Customer" procedure after the conclusion of the Agreement, we terminate the Agreement in accordance with the procedure established in these General T&C.

4.4. You undertake at any time, at your own expense and within the time limit, form and language specified by us, to update and (or) provide additional information and documents about your own and Beneficial Owners' identities, origin of funds, activities and other requested information necessary for the "Know Your Customer" procedure.

4.5. In the event of a change in any data that you provided during the last "Know Your Customer" procedure, including first name, surname, name, address of residence or registration, mobile phone number, other details and contact details, you undertake to notify us in writing about the changed data and provide documents related to such changes no later than within 5 (five) Business Days. The Customer assumes all negative consequences that may arise due to non-fulfilment of the obligation provided for in this Clause of the General T&C.

5. Institution's obligations

5.1. We undertake to:

5.1.1. provide payment services within the time limits and in accordance with the procedure established in the General T&C and Agreement;

5.1.2. provide the Customer with or, at his request, to change the Identification Means;

5.1.3. provide the Customer with consultations on the use of the Account and other issues related to our service;

5.1.4. provide the Customer with information about the state of the Account, as well as Account's statements indicating the balance of the Account funds and executed Payment Transactions (if we ensure such possibility);

5.1.5. provide you with information about the terms of service under the Agreement;

5.1.6. perform other duties established in the General T&C, Agreement and legal acts.

6. Customer's obligations

6.1. You undertake to:

6.1.1. use our services only for legitimate purposes;

6.1.2. do not take or allow third parties to take such actions that could alter, disrupt or otherwise adversely affect our services and the ability to provide them. In the event of such changes or attempts to make such changes, we are exempted from any liability or obligation in connection with the performance of the Agreement;

6.1.3. pay Commissions for services rendered;

6.1.4. ensure that there is a sufficient balance of funds in the Account to execute the Order and to write-off Commission for the execution of the Order and (or) other services provided;

6.1.5. immediately notify us of funds erroneously credited to the Account or debited from the Account, as well as other erroneously performed transactions in the Account;

6.1.6. provide, within the time limits and in accordance with the procedure established by us, information and documents that are necessary to carry out the "Know Your Customer" procedure and to provide the services requested by you;

6.1.7. ensure the security and unavailability of access to the Account and User's Account, i.e. that these accesses are used only by the User;

6.1.8. ensure the confidentiality and security of the Identification Means and personalised security features of payment instruments provided by us;

6.1.9. actively participate in any investigations related to the Customer's Account, activities or Payment Transactions, cooperate in providing us with information and documents;

6.1.10. perform other duties established in the General T&C, Agreement and legal acts.

6.2. If the Customer grants the User the right to manage the Account and perform other actions that the Customer himself is entitled to perform, the User must properly fulfil all the obligations of the Customer assumed by the Agreement.

7. Provision, change and use of Identification Means

7.1. We usually provide you with the Identification Means free of charge and/or make it possible to create them for free. However, in certain cases, depending on the nature of the Identification Means, we may require payment of Commission for the issuance of appropriate Identification Means (e.g. Password Generator). Accordingly, we may also request Commission when changing (issuing new) Identification Means.

7.2. Identification Means are used to verify your identity.

7.2.1. We have the right, at our sole discretion (to the extent that such right is not restricted by law), to determine the Identification Means (a combination thereof) that apply to verify your identity.

7.2.2. If appropriate means of identifying the User have been used to log in to the User's Account and the Account, the User's identity shall be deemed to have been verified. We are not obliged to take additional measures to identify the User in such cases. On the other hand, in case of doubt, we have the right to demand that the User's identity be confirmed by additional means.

7.2.3. Orders, requests, notifications or other actions provided by the User using electronic means of communication will be executed only after they have been approved by the relevant Identification Means (a combination thereof) required by the Institution.

7.2.4. As much as it is related to the identification of your identity, our responsibility is precisely limited to verifying the Identification Means you use.

7.3. The Customer undertakes to ensure that Identification Means will be known only to the Users specified in the Agreement and that neither the Customer nor the User will transfer Identification Means to third parties. If, due to the fault of the User, Identification Means are used by a person who does not have such a right, it shall be considered that the User himself has submitted the Order, amendment or cancellation of the Order to the Institution and/or performed any other action for which the respective Identification Means were used to initiate.

7.4. In order to ensure the security of access to your User's Account and Account, we may require you to change your Identification Means (such as Password). If you do not change your Identification Means at our request, you will not be able to use our services.

7.5. At our request, you must immediately return Identification Means issued to you.

8. Internet Banking System

8.1. To use the Internet Banking System, you must first log in to your User's Account via the Website, Mobile Application or other method specified by us. We use the More Secure Authentication procedure or another procedure of our choice to identify you.

8.2. By using the Internet Banking System, depending on the facilities provided by us, you have the right to open the Account, order the Card (depending on the services we provide), provide us with the Orders, requests (notifications), enter into and/or modify Agreements, receive Account's statements and perform other permitted actions. Please note that depending on the individual situation of each Customer, the scope of services provided or available may vary.

8.3. We have the right to unilaterally change the list and scope of services available through the Internet Banking System.

8.4. The nature and scope of the services provided by us available through the Internet Banking system (including the amounts of the Payment Transactions that may be initiated) may vary depending on the method of log in, Identification Means used by you and/or the limitations imposed by us.

8.5. You are responsible for the safe use of the computer hardware, software and other equipment required accessing the Internet Banking System.

9. Mobile Application

9.1. To use our services on the Mobile Application, you must download and install it on your mobile device. Download links for the Mobile Application are published on the Website or by any other means chosen by us.

9.2. Once you have installed the Mobile Application, you need to sign in to your User's Account. We use the More Secure Authentication procedure or another procedure of our choice to identify you.

9.3. Further identification of you, as the Mobile Application's User, logged in to your User's Account is carried out by means of the unique Password that you create, Biometric Security Measures (facial recognition) or other Identification Means permitted by us, depending on the functionality we allow.

9.4. The services available through the Mobile Application may differ in content and scope (including the amounts of the Payment Transactions that may be initiated) from those services that are available when using the Internet Banking System through the Website.

9.5. When using the Mobile Application, you have the right to provide us with the Orders, notifications (requests), to receive Account's statements and to perform other permitted actions. The procedure for validating the Orders submitted via the Mobile Application, including the Identification Means to be used, may vary depending on the amount of the Payment Transaction.

9.6. Payment Transactions made via the Mobile Application may be subject to additional limits (compared to those applicable to transactions made using the Internet Banking System through the Website).

9.7. You undertake to use the Mobile Application in a personal manner, to ensure the protection of your Password, Biometric Security Measures or other Identification Means, and to ensure that third parties do not have access to your mobile device.

9.8. Where new features of the Mobile Application are introduced, the Customer's use of these functions implies the Customer's consent to their provision.

10. User's Account and service blocking

10.1. The User's Account and/or provision of the relevant services may be blocked at the initiative of both you and us.

10.2. You have the right without important reason to submit a request for blocking the User's Account and provision of the services. However, in the circumstances specified in Clause 10.4 of these General T&C, you must submit a request for blocking the User's Account and (or) the relevant services and inform us about the existence of the relevant circumstances.

10.3. A request to block the User's Account and (or) provision of the relevant services may be submitted in the Internet Banking System (by logging in via the Website, Mobile Application or other access channels supported by us, provided that we ensure such possibility), by notifying by the contacts indicated on the Website or in another way specified by us. When submitting a request, you must provide your name, personal identification number (legal entity code) (and/or other data specified by us that allows to identify you), and the reason for which such a request is made. In order to make sure that you personally or your authorised representative has submitted a request to block the User's Account and/or provision of the relevant services, we have the right to request additional information and/or additional actions. If your request meets the established requirements for form and content, we immediately block the User's Account and/or provision of the services. If the request is made without complying with the established requirements, and you do not eliminate the deficiencies of such request, do not provide additional information and/or do not perform the additional actions required by us, we refuse to block the User's Account and/or provision of the services. In such cases, it is considered that the request for blocking the User's Account and/or provision of the services is not made and you assume all responsibility.

10.4. You must submit a request to block the User's Account or relevant services (e.g. Account or Card) immediately, no later than within 1 (one) Business Day, if:

10.4.1. you have lost (in any way) Password Generator, mobile phone or any other Identification Means, payment instrument (such as Card) or access to it;

10.4.2. you have noticed unauthorised or suspicious Payment Transactions in the Account or suspicious changes in the User's Account;

10.4.3. you have noticed or become aware that personalised security details related to the User's Account or payment instrument (e.g. User's Account login details, Card's details, Card's PIN, details of Your login to electronic user accounts where Card has been registered) have become or may have become known to third parties or you have other suspicions of unauthorised access to the User's Account or payment instrument;

10.4.4. you suspect or know that User's Account, Identification Means, payment instrument may be used illegally.

10.5. If you fail to inform us in the prescribed manner of the need to block the User's Account and provision of the services in the cases specified in Clause 10.4 of the General T&C, you may, depending on the reasons and circumstances of your such inaction, be obliged to assume one or another degree of liability for losses that may be caused by the circumstances specified in Clause 10.4 of the General T&C (see Clause 16 of the General T&C).

10.6. If occurrence of circumstances specified in Clause 10.4 of the General T&C may be associated with criminal acts (theft, fraud, etc.), you must immediately notify law enforcement authorities. If you do not notify, you may, depending on the reasons and circumstances of your such inaction, be obliged to assume one or another degree of

liability for losses that may be caused by the circumstances specified in Clause 10.4 of the General T&C (see Clause 16 of the General T&C).

10.7. We have the right to block the User's Account and provision of the services on our own initiative if:

10.7.1. we ourselves have noticed or suspect existence of the circumstances specified in Clause 10.4 of the General T&C (e.g. incorrect use of the Identification Means, incorrect User's Account log in details);

10.7.2. we have been notified of the loss or disclosure of the Identification Means to a third party, or there are reasonable grounds to believe that third parties may have knowledge of (possession of) the Identification Means or other sensitive Customer's information, or that such information has already been made known to (available to) them;

10.7.3. incorrect Passwords, codes or other identification data have been provided on several consecutive occasions (depending on the action performed, Identification Means used and the method of accessing the User's Account) when logging in to the User's Account or other actions for which the relevant Identification Means must be used for authentication;

10.7.4. we suspect that the User's Account, Account, payment instruments and/or funds may be used by unauthorised third parties;

10.7.5. there are other objective reasons that determine the need to ensure the safety of your funds;

10.7.6. you fail to provide us with the information and/or documents that you are required to provide under the General T&C, the Agreement or the law;

10.7.7. we suspect that the User's Account, Account, payment instruments and/or funds are or may be used for illegal purposes;

10.7.8. you do not comply with the General T&C, violate the Agreement and/or law;

10.7.9. we have suspicions about the origin of funds in your Account;

10.7.10. there are other cases provided for in the General T&C, Agreement, legal acts and (or) our internal rules.

10.8. Please note that if the grounds specified in this Clause of the General T&C are present, we may limit not only your own direct access to the Account, but also account information service provider's, payment initiation service provider's or other Account-related service provider's access to your Account. In such cases, we will inform you in accordance with the procedure set out in Clause 10.9 of the General T&C.

10.9. In ordinary cases, we inform our Customers in advance about the planned blocking of the User's Account and provision of the services and provide the opportunity to eliminate the identified violation, which forms the basis for blocking the User's Account and provision of the services (if such a violation can be eliminated). However, there may also be cases where we are obliged to block the User's Account and provision of the services immediately and without prior notice, in accordance with the requirements of the legislation or to ensure the implementation of security requirements. In such cases, information related to the blocking of the User's Account, provision of the services and the reason for blocking is provided after the blocking. It may also be the case that we will not disclose the reason for the blocking (e.g. such disclosure is prohibited by law).

10.10. The User's Account or relevant services may be automatically blocked if our systems detect suspicious or related to security breaches cases (e.g., you enter your Card's PIN incorrectly for 3 (three) consecutive times or you unsuccessfully attempt to make the Payment Transactions or log in to the User's Account too often). If we block the User's Account or relevant services, we will inform you.

10.11. If the User's Account or services have been blocked on the Customer's initiative, access to the User's Account and services is resumed by submitting a corresponding request by the Customer in accordance with the procedure set out in Clause 10.3 of the General T&C. We, depending on the circumstances that led to the blocking of access to the User's Account or services, have the right to request the Customer to provide information and (or) documents confirming that the relevant circumstances which led to the blocking of access to the User's Account or services have disappeared. We have the right to refuse to resume access to the User's Account or services if there is reason to believe that the circumstances that led to the blocking of access to the User's Account or services have not disappeared.

10.12. If the User's Account or services have been blocked on our initiative, access to the User's Account and services is resumed only when, in our opinion, the circumstances that led to the blocking of access to the User's Account or services disappear.

10.13. Please note that blocking access to the User's Account or services does not exempt you from the obligation to pay Commissions specified in the Standard Rates.

10.14. We shall not be liable for your losses incurred as a result of blocking and unblocking access to the User's Account or services.

11. Initiation, authorisation and cancellation of Payment Transactions

11.1. In order to initiate the Payment Transaction, you must provide us with the Order. Order is provided through the Internet Banking System or in another way specified and permitted by us.

11.2. When submitting the Order for the execution of specific Payment Transaction, you must specify the Unique Identifier and other information required by us, which is in the form for providing the Order. In addition, the Order must comply with other requirements established in the General T&C, Agreement and legal acts, which are imposed on the form and content of the Order. Please note that you are responsible for the errors, inconsistencies, repetitions and/or contradictions contained in the Order, including, but not limited to, the correctness of data provided in the Order.

11.3. Each Order must be confirmed (authorised) using the Identification Means specified and permitted by us. Identification Means which are applied when authorising the Order may vary, depending on the nature and amount of the initiated Payment Transaction, other factors. Please note that we have the right, at our own discretion (to the extent that such right is not limited by law), to determine the Identification Means (a combination of them measures) that are applied when authorising the Order.

11.4. Giving the Order that meets the established requirements shall be considered as the Customer's consent to execute the Payment Transaction.

11.5. The Orders submitted by electronic means and confirmed by appropriate Identification Means shall in all cases be assimilated to the Orders signed by the Client.

11.6. Please note that the submission of the Order does not in itself guarantee that we will execute the Payment Transaction initiated by you. We may refuse to execute the Order in the cases set out in Clause 12.2 of the General T&C.

11.7. Cancellation of the Payment Transaction:

11.7.1. You have the right to cancel the Payment Transaction through the Internet Banking System until the moment of receipt of the Order on the execution of such Payment Transaction. Upon our receipt of your Order, you may no longer cancel the Payment Transaction initiated by such Order.

11.7.2. In cases where the Payment Transaction is initiated by the payee or through the payee, you, as the payer, may not cancel the Payment Transaction when it has already been sent or you, as the payer, have given your consent to execute the Payment Transaction.

11.7.3. Please note that Commission may be applied for the cancellation of the Payment Transaction.

12. Execution of Payment Transactions

12.1. The primary condition for the execution of the Payment Transaction initiated by the Customer is the submission of appropriate (including authorisation) Order. However, even the provision of proper Order does not in all cases guarantee that we will execute the Payment Transaction initiated by you.

12.2. Refusal to execute the Payment Transaction:

12.2.1. We refuse to execute the Payment Transaction initiated by you if:

12.2.1.1. the Account does not have sufficient funds to execute the Order and write off Commission for the execution of the Order;

12.2.1.2. you have not covered all your debts to us;

12.2.1.3. we suspect that the execution of the Order may violate the General T&C, Agreement and/or legal acts;

12.2.1.4. we suspect that it is not you or your authorised representative who submitted the Order or that the documents or information provided to us are forged;

12.2.1.5. we suspect that funds of illegal origin may be used to execute the Order;

12.2.1.6. the Order does not contain all the necessary data or has other defects;

12.2.1.7. the Order is directed to a country or recipient of funds that we do not serve;

12.2.1.8. funds in the Account are seized or your right to dispose of funds on the Account is otherwise restricted;

12.2.1.9. interbank settlement and/or other financial systems do not work, there are other unusual market conditions, important technical or other reasons;

12.2.1.10. there is an unacceptable risk to us in relation to the execution of the Order;

12.2.1.11. there are other objective reasons for not executing the Order.

12.2.2. In ordinary cases, we immediately, but no later than within the time limits specified in Clauses 12.6 and 12.7 of the General T&C, inform our Customers about the refusal to execute the Payment Transaction, together with the reasons for such refusal. However, we may not inform you about the refusal to execute Payment Transaction and the reasons for such refusal (e.g. the notification is technically impossible, prohibited by law or the reason for refusing to execute Payment Transaction is repeated).

12.2.3. Please note that we have the right to claim Commission for the Order, which we refuse to execute on the grounds set out in the General T&C.

12.3. We execute the Credit Transfer based on the Unique Identifier provided in the Instruction.

12.3.1. The Instruction is deemed properly executed if it has been carried out according to the Unique Identifier you have provided.

12.3.2. If, in addition to the Unique Identifier, other information is included in the Instruction, we are only responsible for executing the Payment Transaction based on the Unique Identifier specified in the Instruction.

12.3.3. If the Unique Identifier you provided is incorrect, we are not liable for the non-execution or incorrect execution of the Payment Transaction.

12.3.3.1. To help prevent such situations, we provide the Recipient Verification Service (Clause 12.4 of the General T&C).

12.3.3.2. Furthermore, in such cases we undertake to make reasonable efforts to help you recover the funds from the Payment Transaction. Please note that in these cases we do not refund the Commission Fee paid for the executed Payment Transaction, and we may charge a Commission Fee for the recovery of funds.

12.4. Recipient Verification:

12.4.1. Acknowledging the possibility of human error when providing the Instruction, we undertake to provide you with the Recipient Verification Service free of charge. This service allows you, before authorising the Instruction, to verify whether the name and surname or business name (hereinafter in this Clause referred to as the "Recipient's Name") of the funds recipient you have indicated matches the actual Recipient's Name – i.e., whether the Credit Transfer is being made to the party to whom you genuinely intend to transfer the funds.

12.4.2. However, the Recipient Verification Service does not apply to all Credit Transfers. At present, the provision of this service is subject to two conditions: the recipient's payment service provider must be a provider in an EU Member State that is also part of the euro area, and the Credit Transfer must be executed in euros.

12.4.3. The Recipient Verification Service is carried out as follows:

12.4.3.1. Upon receiving your Instruction, we will contact the recipient's payment service provider to verify the accuracy of the data specified in Clause 12.4.1 of the General T&C.

12.4.3.2. Three scenarios are possible:

12.4.3.2.1. The Recipient's Name you have provided matches the actual Recipient's Name, i.e., the account holder's name – we will inform you of this match or execute your Instruction without separate notification if you authorise it.

12.4.3.2.2. The Recipient's Name you have provided does not match the actual Recipient's Name – we will immediately inform you of this mismatch before the Instruction is authorised and warn you that, if you authorise such an Instruction, the funds may be transferred to a payment account belonging to someone other than your intended recipient. Even in such a case, you may still authorise the Instruction. However, you will bear full responsibility for any possible transfer of funds to a party other than the one you intended.

12.4.3.2.3. The Recipient's Name you have provided partially matches the actual Recipient's Name (for example, a few characters differ) – we will immediately inform you of this partial mismatch before the Instruction is authorised and indicate the actual Recipient's Name. Even in such a case, you may still authorise the Instruction. However, you will bear full responsibility for any possible transfer of funds to a party other than the one you intended.

12.4.4. If you submit the Instruction to transfer funds to a payment account held in the names of multiple persons, the verification will be carried out against the data of at least one of the persons in whose name the payment account is opened or administered.

12.4.5. There may be situations in which we cannot provide the Recipient Verification Service due to certain reasons (e.g., temporary technical issues). We will inform you if we are unable to provide this service. In such cases, you may still authorise the Instruction. However, you will bear full responsibility for any possible transfer of funds to a party other than the one you intended.

12.4.6. When you conclude the Periodic Credit Transfer Order Execution Agreement, we will provide you with the Recipient Verification Service. However, for subsequent Credit Transfers carried out under this agreement, we will no longer verify the accuracy of the Recipient's Name – the transfers will be executed according to the Recipient's Name specified when concluding the agreement.

12.4.7. Please note that if the Instruction is submitted via a payment initiation service provider, that entity will be responsible for verifying the Recipient's Name and providing accurate data.

12.4.8. If you are the Business Entity and submit multiple Instructions at the same time, you have the right to choose not to receive the Recipient Verification Service. By opting out of this service, you assume full responsibility for any possible transfer of funds to a party other than the one you intended.

12.4.9. If we improperly provide you with the Recipient Verification Service, we will immediately refund the funds of the relevant Payment Transaction or restore the Account balance to the state it would have been in if the Payment Transaction had not occurred.

12.4.10. Please note that relevant information about you, as the funds recipient, will be provided to the payment service provider of the person intending to make the Credit Transfer to you.

12.5. The moment of receipt of the Order is considered to be the moment when we receive your Order. This moment is important when calculating terms for the execution of the Payment Transactions (Clauses 12.6 and 12.7 of the General T&C). If the moment of receipt of the Order does not coincide with our Business Day, it is considered that the Order was received on our next Business Day. The Order which we received at the end of our Business Day, i.e. after 16.00, is also considered to have been received on our next Business Day. The provisions of this Clause of the General T&C do not apply, or apply with reservations, to Instant Credit Transfers (Clause 12.10 of the General T&C).

12.6. We, as the payer's payment service provider, undertake to ensure that the Payment Transactions which are executed in euros in the Republic of Lithuania or other Member States of the European Union are executed no later than by the end of our next Business Day (counting from the moment of receipt of the relevant Order). In cases where the Payment Transactions are executed in euros in the Republic of Lithuania, we undertake to ensure that the amount of the Payment Transaction is credited to the account of the payee's payment service provider on the same Business Day, if the moment of receipt of the Order is on that Business Day before 12:00. If the moment of receipt of the Order is after 12:00, we undertake to ensure that the amount of the Payment Transaction is credited to the account of the payee's payment service provider in the usual term, i.e. no later than the next Business Day. The provisions of this Clause of the General T&C do not apply, or apply with reservations, to Instant Credit Transfers (Clause 12.10 of the General T&C).

12.7. We undertake to ensure that the Payment Transactions made in a currency other than euro (if we ensure such possibility) are executed no later than within 4 (four) Business Days from the moment of receipt of the Order.

12.8. Terms for the execution of the Payment Transactions specified in Clauses 12.6 and 12.7 of the General T&C may be extended by implementing the requirements of legal acts or the rights provided for therein.

12.9. The Order, depending on the agreement of the Parties, may be started to be executed on a specific day or at the end of a certain period or on the day on which the Costumer provides funds to the Institution.

12.10. Instant Credit Transfer Transactions:

12.10.1. Instant Credit Transfers are characterised by their immediacy – the process usually takes no longer than 10 seconds from the moment we receive your Instant Credit Transfer Order.

12.10.2. The moment of receipt of the Instant Credit Transfer Order is the moment we actually receive such Order, regardless of the time of day or calendar date. However, there are some exceptions to this rule:

12.10.2.1. If you and we have agreed that the Order will be executed at a specific time, the moment of receipt is the agreed time, regardless of the time of day or calendar date.

12.10.2.2. If, when such functionality is offered, the Instant Credit Transfer Order is submitted together with several other Orders as part of an Order Package, the moment of receipt is when we split the Order Package into the corresponding separate Payment Transactions.

12.10.3. Upon receiving your Instant Credit Transfer Order, we will immediately check whether all conditions necessary to execute the Payment Transaction have been met and whether sufficient funds are available. If so, we will reserve or debit the Payment Transaction amount and immediately send it to the payee's payment service provider specified by you.

12.10.4. We will immediately inform you once we receive confirmation from the payee's payment service provider that the Instant Credit Transfer has been completed, i.e., that the funds you initiated have been credited to the payee's account. We will also promptly notify you if we do not receive such confirmation.

12.10.5. The Instant Credit Transfer may not be executed if the payee's payment service provider does not support this functionality or if the conditions of the Instant Credit Transfer Order do not meet the parameters set by the payee's payment service provider (e.g., if the amount exceeds the provider's transaction limits). In such cases, the transfer you initiated will be executed as the regular Credit Transfer.

12.10.6. If we do not receive confirmation from the payee's payment service provider that the funds have been credited to the payee's account, we will promptly restore your Account balance to the level it would have been if the Payment Transaction had not taken place.

12.10.7. When the Instant Credit Transfer Order is submitted through a payment initiation service provider, confirmation of execution (Clause 12.10.4) will be provided to the payment initiation service provider of your choice.

12.10.8. We undertake to ensure that the crediting date to your Account (as the payee) is the same day on which we credit the Payment Transaction funds to the Account.

12.10.9. You may set daily or per-transaction limits for Instant Credit Transfers. We will ensure that you have the ability to change these limits.

12.10.10. Please note that, instead of using Instant Credit Transfers, you may choose the regular Credit Transfer (if we provide such an option).

12.11. If third parties have submitted claims (orders) to debit funds from the Account in the cases provided for by law, your Orders are executed only in the third place, i.e. the claims (orders) submitted by third parties to debit funds from the Account are fulfilled in the first place, our claims are satisfied in the second place, and only then your Orders are executed.

12.12. The date of crediting of funds to the Account is no later than the Business Day on which funds are credited to our account with a bank or other financial institution. From the moment funds are credited to our account, we ensure you the opportunity to use such funds, unless this is subject to restrictions in accordance with legislation, relevant Agreement or General T&C.

12.13. We have the right to debit funds from the Account that have been incorrectly credited to the Account without your separate consent. If the Account balance is not sufficient to debit the erroneously credited funds, you unconditionally undertake to immediately return to us the erroneously credited funds.

12.14. All information about the Payment Transactions, their details, conditions of execution, Commissions, etc. is available in the Internet Banking System (unless such functionality is not provided or possible in addition to the services provided to you). By logging in to your User's Account, you may also receive the Account's statement with the above-mentioned information, unless such functionality is not provided or possible in addition to the services provided to you. The previous month's Account's statements (if we make it possible to receive them) shall be considered approved by the Customer if the Customer does not make any comments to us regarding the data of the statement within 30 (thirty) days from the date of receipt of the statement.

12.15. You must at least once a month check the information about the Payment Transactions made on the Account and notify us in writing about unauthorised or improperly executed Payment Transactions, funds that do not belong to you credited to the Account, as well as inform us about any other errors, inconsistencies or inaccuracies in the Account and related Payment Transactions.

13. Limits of Payment Transactions

13.1. In order to manage operational risk, to ensure the security of your funds, we may apply limits on transactions (e.g. settlement, frequency or amount of cash withdrawals, etc.). The applicable transaction limits are published on the Website or in another way chosen by us (e.g. in the Internet Banking System, if we ensure such possibility).

13.2. You can change transaction limits if they are applied to you. Such requests may be made in the manner specified by us (e.g. through the Internet Banking System, provided that we ensure such possibility). In any case, regardless of the method of submission, a request to change transaction limits must be authorised in the manner we require, so that we can be certain that such a request has been submitted by you or your authorised representative.

13.3. When reviewing your request to change transaction limits, we may require you to provide us with additional information (e.g., stating the reason that necessitates changing the transaction limits applied to you) and/or documents justifying the need to increase the limits. Each case is assessed individually. Therefore, if we require additional information and/or documents, we will specify exactly what you must provide.

13.4. We have the right to refuse your request to change the limits without giving a reason.

13.5. We have the right to change your individual transaction limits at any time, even without notifying you.

13.6. Transaction limits do not apply when you transfer funds from one of your Account to your other Account at the Institution.

13.7. In the event that you exceed the limits set, we may not carry out the Orders you have provided.

14. Commissions

14.1. You undertake to pay us Commissions for the use of our services. Commissions for specific services, their calculation, as well as other payable sums are indicated in the Standard Rates and on the Website. Separate Commissions, including the procedure for their calculation and payment, may also be specified in the Agreement or in additional agreements concluded with you.

14.2. By entering into the Agreement, you give us your prior irrevocable consent to the debiting of Commissions for services rendered from any of your Accounts. Commission, depending on the nature of the service for the provision of which it is applied, as well as our choice, may be debited at the moment of provision of the service or at any time later. Please note that the Commission Fee for reviewing the application is non-refundable, even if you do not enter into an agreement with us.

14.3. You undertake to have in the Account a quantity of funds sufficient to cover Commissions for the services rendered. In cases where the Account does not have sufficient funds to execute the Payment Transaction and to pay Commission for its execution, we have the right not to execute such Payment Transaction.

14.4. The Customer declares that when concluding the Agreement, he is familiar with the Standard Rates. We regularly change Commissions, so you are obliged to familiarise yourself with the Standard Rates every time you initiate the provision of the particular service. At the same time, you bear all the risks of improper performance of this duty.

14.5. We have the right to unilaterally change Commissions for the services provided in accordance with the procedure established in the General T&C. When exercising this right, we undertake to ensure that we inform you about

changes to Commissions in accordance with the procedure established in the General T&C and that such changes will be publicly available on the Website immediately after their entry into force.

15. Currency exchange

15.1. In cases where you have chosen to debit your Account in a currency other than the currency of payment when placing the Order, including where you initiate a transfer between your Accounts which holds funds in different currencies, we will perform a currency conversion.

15.2. We have the right (but not the obligation) to perform a currency conversion operation also in cases where the Account does not have sufficient funds to write off Commissions for the services rendered in the currency specified in the Standard Rates, but there are funds in another currency.

15.3. We apply the Base Exchange Rate in effect at the time of the conversion to convert the currency. Information on the applicable Base Exchange Rate shall be provided at the initiation of the Payment Transaction the execution of which is linked to a currency exchange. In addition, information on the Base Exchange Rate applied to particular Payment Transaction is provided in the Account's statements (if we ensure this possibility).

15.4. We have the right to change the Base Exchange Rate without prior notice and to apply the changed Base Exchange Rate immediately. We undertake to inform You as soon as possible of any change to the Base Exchange Rate. At the same time, we draw your attention to the fact that changes to the Basic Exchange Rate may occur even during the period between the initiation of the Payment Transaction the execution of which is associated with the exchange of currency, to the execution of such Payment Transaction. We do not accept liability for such possible changes, unless the respective Payment Transaction is executed due to our fault, in violation of terms for the execution of the Payment Transactions specified in the General T&C.

15.5. We apply currency exchange Commission set out in the Standard Rates when carrying out a currency exchange transaction. Information on applicable Commission shall be provided at the initiation of the Payment Transaction the execution of which is linked to a currency exchange. In addition, information about applied Commission is provided in the Account's statements (if we ensure this possibility).

15.6. When you initiate the Payment Transaction involving a currency exchange, we assume that you have accepted the applicable Base Exchange Rate and currency exchange Commission.

16. Liability

16.1. Our liability for non-executed or improperly executed Payment Transactions:

16.1.1. If you, as the payer, have submitted the Order in the prescribed manner and there are no objective obstacles to the execution of submitted Order, we are responsible for the proper execution of such Order.

16.1.2. However, if we can prove that the payee's payment service provider has received funds for the transfer of which the relevant Payment Transaction was initiated, the burden of liability passes to the payee's payment service provider, i.e. he shall be responsible to the payee for the proper execution of such Payment Transaction.

16.1.3. If you are the payee and the payer's payment service provider can prove to us that we have received the funds, we are responsible to you, as the payee, for the proper execution of the Payment Transaction.

16.1.4. In cases where we, as the payment service provider of the payer, are liable in accordance with Clause 16.1.1 of the General T&C, we undertake to immediately refund to you, as the payer, the amount of the non-executed or improperly executed Payment Transaction and, where applicable, to restore the balance of the Account from which the amount was debited, which would have been in the case if the improperly executed Payment Transaction had not been executed. Please note that this provision also applies in cases where you have initiated the Payment Transaction through the payment initiation service provider.

16.1.5. In cases where we, as the payment service provider of the payee, are liable in accordance with Clause 16.1.3 of the General T&C, we undertake to immediately credit the amount of the Payment Transaction to your, as the payee's, Account and/or to enable you to dispose of it. If we, having received the amount of the Payment Transaction addressed to you, are unable to credit it to your Account, we will immediately, no later than within 2 (two) Business Days, refund the amount of Payment Transaction to the payer.

16.1.6. In cases where the Payment Transaction initiated by you, as the payer, is not executed or improperly executed, we in all cases, at your request, immediately take measures to trace the Payment Transaction free of charge and inform you of the search results.

16.1.7. In cases where you, as the payee, initiate the Order or the Order is initiated through you, as the payee, we are responsible for the proper transmission of such Order to the payer's payment service provider. However, the responsibility for the proper execution of such Order lies with the payer's payment service provider, unless it proves that we have received the funds (see Clause 16.1.3).

16.1.8. In cases where the Payment Transaction initiated by you, as the payee, or through you, as the payee, is not executed or improperly executed, we in all cases, at your request, immediately take measures to trace the Payment Transaction free of charge and inform you of the search results.

16.1.9. Your notification regarding non-executed or improperly executed Payment Transaction must be submitted no later than within 13 (thirteen) months from the date on which the Payment Transaction was not executed or improperly executed. Please note that we have the right to refuse to refund the amount of non-executed or improperly executed Payment Transaction without a separate investigation, if your notification of such a transaction is provided, having missed the terms set out in this Clause of the General T&C.

16.1.10. We refund the amount of non-executed or improperly executed Payment Transaction in cases where we ourselves, i.e. without your notification, become aware of such Payment Transaction, unless this fact becomes known to us after the terms set out in Clause 16.1.9 of these General T&C have passed.

16.1.11. In the above-mentioned liability cases, we also undertake to refund to you Commission paid for non-executed or improperly executed Payment Transaction.

16.2. The provisions of Clause 16.1 of the General T&C shall not apply if you are the Business Entity. We are liable to you, as the Business Entity, only in cases where our actions, which are characterised by gross negligence or wilful intent, led to the non-execution or improper execution of the Payment Transaction. You, believing that we are responsible for non-executed or improperly executed Payment Transaction, must provide us with a notice regarding such Payment Transaction within 30 (thirty) days from the date on which the Payment Transaction was initiated. Failure to comply with the time limit leads to the consequences specified in Clause 16.1.9 of the General T&C.

16.3. Liability of the Parties for unauthorised Payment Transactions:

16.3.1. We, upon receipt of your notification regarding unauthorised Payment Transaction (or having learned of such transaction ourselves) and making sure that the execution of such transaction is not due to your intent, gross negligence or dishonesty, immediately, no later than the end of the next Business Day, refund to you the amount of unauthorised Payment Transaction and, where applicable, restore the balance of the Account from which the amount was debited, which would have been in the case if unauthorised Payment Transaction had not been executed, except for the cases set forth in the General T&C, when you are liable for unauthorised Payment Transaction. These provisions shall also apply in cases where unauthorised Payment Transaction was initiated through a payment initiation service provider.

16.3.1.1. The notification regarding unauthorised Payment Transaction must be submitted 1) no later than within 13 (thirteen) months from the date of debiting funds, if you are a natural person – consumer, 2) no later than within 30 (thirty) days from the date of debiting funds, if you are the Business Entity. Please note that we have the right to refuse to refund the amount of unauthorised Payment Transaction without a separate investigation, if your notification of such a transaction is provided, having missed the terms set out in this Clause of the General T&C.

16.3.1.2. We refund the amount of unauthorised Payment Transaction and Commission paid for it to you and restore the former Account balance in cases where we ourselves, i.e. without your notification, become aware of unauthorised Payment Transaction, unless such a fact becomes known to us after the terms set out in Clause 16.3.1.1 of these General T&C have passed.

16.3.2. If you are a natural person – consumer, you are liable to losses of up to 50 (fifty) euros due to unauthorised Payment Transaction, when these losses are incurred due to: 1) the use of a lost or stolen payment instrument (Card's, etc.); 2) unauthorised misappropriation of payment instrument (Card's, etc.) (for example, you, having lost payment instrument or personalised security features of it, do not

inform us about such events in accordance with the procedure established in the General T&C and do not initiate the blocking of payment instrument). If you are the Business Entity, you are not subject to the limitation of the amount of losses specified in this Clause of the General T&C – you bear all losses.

16.3.2.1. However, you would be exempt from liability if it turned out that you could not notice the loss, theft or misappropriation of payment instrument prior to the execution of the Payment Transaction (unless we establish that you acted in bad faith) or that our own actions (e.g. untimely blocking of payment instrument) led to the occurrence of losses.

16.3.2.2. In addition, you would also be exempted from liability if unauthorised Payment Transaction is executed after your notification of the loss of payment instrument or personalised security features has been submitted in accordance with the procedure set out in the General T&C, unless we establish that you acted in bad faith.

16.3.3. The Customer assumes all losses arising from unauthorised Payment Transaction, if he has incurred them acting in bad faith or due to gross negligence or intent having failed to fulfil one or more of the obligations set out in Article 34 of the Law on Payments, i.e. 1) by using a payment instrument (e.g. the Card), did not comply with the conditions governing the use of the payment instrument (including the General T&C and its Annexes), 2) having become aware of the loss of the payment instrument, theft, misappropriation or unauthorised use of it, did not notify us within the time limit and in the manner prescribed in these General T&C. In such cases, the limitation of the amount of losses set out in Clause 16.3.2 of the General T&C shall not apply.

16.4. Our liability to you, as payer, for the Payment Transaction initiated by the payee or through the payee:

16.4.1. The Customer, as the payer, has the right to recover from us the full amount of the authorised and already executed Payment Transaction initiated by the payee or through the payee, if the following conditions are met: 1) exact amount of the Payment Transaction was not specified when authorising the Payment Transaction; 2) amount of the Payment Transaction is higher than amount reasonably expected by the Customer, as the payer, taking into account its previous expenses, provisions of the General T&C and other circumstances, except for circumstances related to currency exchange, when, while executing the Payment Transaction, currency exchange rate was applied, which the Customer, as the payer, agreed with the Institution in accordance with the procedure established by the General T&C, Agreement and (or) legal acts.

16.4.2. At our request, you must provide data confirming the existence of the conditions specified in Clause 16.4.1 of the General T&C. If you do not provide such data or the data provided by you does not confirm the existence of the above-mentioned conditions, we have the right to refuse to refund the amount of the Payment Transaction.

16.4.3. The Customer, as the payer, is not entitled to a refund of the amounts of the Payment Transactions initiated by the payee or through the payee, if the Customer has directly given us consent to execute the Payment Transaction and we have provided the Customer with information about upcoming Payment Transaction in an agreed manner or made it available to him at least 4 (four) weeks before the scheduled execution of the Payment Transaction.

16.4.4. The request for a refund of the amount of the authorised Payment Transaction must be submitted 1) within 8 (eight) weeks from the date on which funds were debited from the Account, if you are a consumer – natural person, 2) within 2 (two) weeks from the date on which funds were debited from the Account, if you are the Business Entity. Please note that we have the right to refuse to return the amount of the authorised Payment Transaction without a separate investigation, if the request is submitted, having missed the terms set out in this Clause of the General T&C.

16.4.5. We, under the above conditions, upon receipt of a request to refund amount of the Payment Transaction, within 10 (ten) Business Days, return full amount or indicate the reasons for refusing to return it, and if the Client is a consumer – natural person, we also indicate the procedure for appealing such refusal.

16.5. In cases where we have improperly executed the Payment Transaction initiated by you and/or committed another breach of the Agreement, we shall be liable only for your direct losses and shall not be liable for your indirect losses (including, but not limited to, loss of income). In any case, the Parties agree (to the extent that such an agreement does not contradict the legal acts, General T&C (e.g. Clauses 16.1, 16.3.3 and 16.4 of the General T&C) and (or) the Agreement) that the compensation paid by the Institution to compensate for direct losses incurred by

the Customer as a result of the breach of the Agreement by the Institution may not exceed the average of Commissions paid by the Customer for services in the last three months preceding the violation.

16.6. You are obliged to pay us interest for late payment of Commission or for the overdue execution of any other financial claim for each day of delay until the date of execution of the relevant financial claim. If you are a consumer – natural person, you have to pay interest at the rate of 0.05 per cent per day, if you are a business entity – interest at the rate of 0.08 per cent per day. We note that the payment of interest for late payment does not exempt from the execution of main obligation.

16.7. The Customer and the User indicated by him shall be jointly and severally liable for non-execution or improper execution of the Agreement.

16.8. You are obliged to fully compensate us for our losses incurred as a result of your breach of the Agreement.

16.9. You assume full responsibility for the Agreements concluded by electronic means, initiated and executed Payment Transactions and other actions performed, provided that appropriate Identification Means have been used to identify you.

16.10. We are not liable for any losses incurred by you in connection with currency conversion, changes to the Basic Exchange Rate and/or Commissions.

16.11. We shall not be liable for any losses you may incur as a result of the User's Account, Account blocking and/or suspension of services, unless the inability to use our services is due to our own intent or gross negligence.

16.12. We do not assume responsibility for the compliance of the Customer's payment documents received by electronic means with the originals of such documents and the accuracy and correctness of the data contained in them.

16.13. We shall not be liable in cases where the Identification Means of your choice did not work or did not work properly, you did not have a phone, computer, software or other equipment, or this equipment was faulty, as well as in cases where you did not protect the Password, other Identification Means and thus these means became known to third parties.

16.14. We are not responsible in cases where you cannot use the services provided by us due to failures in the telecommunication's networks or when such failures have led to loss of information, distortion, etc.

16.15. We are not responsible in cases where you were unable to access a third-party external portal due to failures beyond the control of our telecommunication's networks, or where such failures have led to the loss or distortion of your authentication data that we transmit to a third party.

16.16. We shall not be liable in cases where you are unable to use our services due to the technical works performed and/or the elimination of malfunctions related to the information technologies we use, unless such interference lasts for more than 48 (forty eight) hours and occurs due to our intent or gross negligence.

16.17. We are not responsible for the actions and errors of financial institutions and other entities involved in the process of execution of the Payment Transactions, as well as for illegal actions of other third parties.

16.18. We are not responsible for the services and goods provided by third parties and their quality, for malfunctions in electronic systems that you encounter when logging into third-party systems or paying for goods or services sold by third parties using our electronic services, nor do we assume responsibility and do not guarantee that third parties will carry out the transaction concluded with you. We do not deal with claims regarding the electronic systems of third parties, the goods and services provided by them. Such claims must be submitted directly to third parties.

16.19. The Party shall be released from liability for non-performance of the Agreement if it proves that the Agreement has not been performed due to *force majeure*. The Party is obliged to notify in writing about the circumstances of *force majeure* within 14 (fourteen) days from the date of occurrence of these circumstances.

16.20. Please note that the regulation provided in this Clause of the General T&C is not exhaustive – other aspects of liability for violations of the Agreement may be regulated in other Clauses of the General T&C (see, for example, Clause 12.4 of the General T&C), Agreement, additional agreements and legal acts.

17. Personal data

17.1. Before you start using the services, you must familiarise yourself with the rules for processing of personal data set out in our Privacy Policy, which are available at www.pervesk/privacy-policy or published on the Website or in another way established by us. You must also ensure that you familiarise relevant and/or authorised persons whose

personal data you have provided to us with the aforementioned Privacy Policy before you start using the services, and these persons will get acquainted with it.

18. Conditions of communication

18.1. The Agreement is concluded and all notifications between the Parties are sent in Lithuanian, and in the event that the Customer is a foreign entity – in English, unless the Parties agree on the use of another language acceptable to them. The Customer confirms that if the relevant Agreement (together with the General T&C) is concluded in English, it is understandable to him and he agrees that the Agreement (together with the General T&C) will be concluded in English.

18.2. At our choice, we send all notifications (including information about the Payment Transactions) addressed to you by e-mail, through the Internet Banking System, publish them on the Website or provide them through other electronic channels or in writing. Our notice is considered to have been received on the day the notice was sent to you or its publication on the Website.

18.3. Information about the Account and Payment Transactions shall be provided on a regular basis, at least once a month. The Customer may also access the information relevant to him by logging in to his User's Account in the Internet Banking System (if we provide such an opportunity).

18.4. You have the right to receive from us, in writing on paper or by e-mail, information about terms and conditions of the Agreement and provision of payment services, as well get acquainted with these terms and conditions at any time on the Website or by logging in to your User's Account in the Internet Banking System (if we provide such an opportunity).

18.5. For additional or more frequent information provided at your request or for the transfer of information by means of communication other than those specified in the General T&C, we may claim Commission specified in the Standard Rates.

18.6. You can submit your notices (requests) to us by e-mail and other means of communication indicated on the Website. We have the right to require you to submit a notice, information or documents in any other way and form specified by us (e.g. by registered mail, etc.) in a particular case, to allow you to be identified by the means of our choice, and you undertake to do so at your own expense.

18.7. Notices, information or documents submitted by you are deemed to have been received when we confirm that they have been received.

18.8. Our communications to you shall not be construed as an offer by us to enter into an agreement or use our services, unless our communication expressly states that such an offer is made.

19. Validity, amendment and termination of the Agreement

19.1. The Agreement shall enter into force on the day of its conclusion, i.e. after you confirm in the form established by us that you have read the General T&C and Agreement, and after expressing your consent to comply with provisions of the General T&C and Agreement, and are valid for an indefinite period until its termination, unless the Parties agree otherwise.

19.2. Natural person – consumer – has the right to withdraw from the Agreement within 14 (fourteen) days from date of conclusion of the Agreement by sending us a notice of withdrawal from the Agreement. This notice may be submitted in writing, by e-mail, through the Internet Banking System or in any other way specified by us. We may, until the time limit for withdrawing from the Agreement has expired, begin to perform the Agreement only with your consent. Submission of the Order, initiation of another Payment Transaction or service shall be considered as your consent, expressed by conclusive actions, to start the performance of the Agreement. When you exercise your right of withdrawal, you have a period of 5 (five) Business Days to pay us for the financial services actually provided under the Agreement. Commissions for started or executed Payment Transactions and other services shall not be reimbursed.

19.3. Amendment of the Agreement:

19.3.1. We have the right to unilaterally change the terms of the Agreement (including both the General T&C and Standard Rates) under the following conditions.

19.3.1.1. A warning about changes to the Agreement must be provided in writing, by e-mail, through the Internet Banking System or in another way of our choice at least 1) 60 (sixty) days before the date of entry into force of the planned changes, if you are natural person – consumer, 2) 14 (fourteen) days before the date of entry into force of the planned changes, if you are the Business Entity.

19.3.1.2. In cases where amendments to the Agreement improve the terms and conditions of services, the provision of early warning shall not apply.

19.3.1.3. You may accept or reject the amendments to the Agreement before the date of entry into force of the planned changes. Your continued use (i.e. after receiving notice of the planned changes to the Agreement) of those services provided by us, with which the planned changes to the Agreement are associated, constitutes your consent, expressed through conclusive actions, to the amendments to the Agreement. In this case, the amendments to the Agreement shall take effect for you from the moment of expressing your consent in the above form.

19.3.1.4. Amendments to the Agreement are deemed to have been approved and you agree to them if you do not provide written notice of disagreement before the date of entry into force of the changes specified in the notice of amendments. Amendments to the Agreement shall enter into force on the date specified in the notice, unless you have previously expressed your consent to the amendments to the Agreement in accordance with the procedure set out in Clause 19.3.1.3 of the General T&C.

19.3.1.5. If you do not agree with the amendments to the Agreement, you have the right to terminate the Agreement before the date on which the changes take effect.

19.3.2. The terms of the Agreement may also be amended by written agreement of the Parties.

19.3.3. In order to change the terms of use of the services (e.g. add an additional User to the Account, change the limits, etc.), which we allow to be changed, you will need to perform the actions indicated by us (e.g. make changes in the Internet Banking System, agree on individual conditions, fill out an additional questionnaire, etc.). After completing all the actions required by us, you will be able to use the ordered service with these changes from the moment we provide the appropriate opportunity.

19.3.4. Upon the entry into force of the amendments to the Agreement, the previous versions of the Agreement (its specific clauses) cease to have effect.

19.4. Termination of the Agreement:

19.4.1. You have the right to terminate the Agreement unilaterally, without going to court, under the following conditions.

19.4.1.1. You must provide us with a written notice of termination of the Agreement at least 1) 30 (thirty) days before the date of the planned termination, if you are natural person – consumer, 2) 90 (ninety) days before the date of the planned termination, if you are the Business Entity.

19.4.1.2. In the event of termination of the Agreement, you are obliged to pay us in full. Commissions paid before the termination of the Agreement shall not be reimbursed.

19.4.1.3. When terminating the Agreement, you shall not pay us Commission for termination of the Agreement if more than 6 (six) months have elapsed between the date of entry into force of the Agreement and the date of termination. Otherwise, you must pay us Commission for termination of the Agreement. The provision on non-payment of Commission upon termination of the Agreement does not apply if you are the Business Entity – you must in all cases, regardless of the term of validity of the Agreement, pay us Commission for termination of the Agreement.

19.4.1.4. Please note that your right to terminate the Agreement unilaterally is not absolute – we have the right (obligation) to prevent termination of the Agreement and to close the Account in the cases provided for in the Agreement and legal acts (e.g. in cases where the Account is seized or subject to other restrictions).

19.4.2. We have the right to terminate the Agreement unilaterally, without going to court, under the following conditions.

19.4.2.1. Grounds for termination of the Agreement: 1) you commit a material breach of the Agreement and fail to remedy it; 2) you avoid providing us with information that is necessary for the proper performance of the Agreement; 3) it turns out that you have provided us with incorrect or misleading information at the time of entering into the Agreement or subsequently; 4) it turns out that you are engaged in activities that are unacceptable to us, illegal activities, and are related to the financing of money laundering and/or terrorism; (5) your actions have damaged or may have damaged our reputation; 6) for one calendar year, no transactions have been carried out on the Account (automatic write-off of Commission from the Account is not considered as transaction); 7) there is a debt in the Account which is not covered for more than two months; 8) there are other important reasons specified in the General T&C, Agreement and (or) legal acts, which form the basis for termination of the Agreement. If you are the Business Entity, we have the right to terminate the Agreement unilaterally in the event of any other reasons that we believe eliminate the possibility of further cooperation under the Agreement.

19.4.2.2. We, intending to terminate the Agreement, provide you with a notice of the planned termination of the Agreement in writing, by e-mail, through the Internet Banking System or by any other method chosen by us no later than 1) 60 (sixty) days before the date of termination, if you are natural person – consumer, 2) 14 (fourteen) days before the date of termination, if you are the Business Entity.

19.4.3. Upon termination of the Agreement, funds in the Account are returned to you (after deducting Commissions and other amounts that are to be paid to us) to the account specified by you in another financial institution. As a rule, you may indicate any payment account to which we should transfer the funds owed to you. However, there may be cases where, for certain objective reasons, we may only be able to transfer the funds to your personal account held with another financial institution. If you do not specify your account to which we should transfer funds before the date of termination of the Agreement, we are entitled to transfer your funds to your last known account with another financial institution or, if we are not aware of such an account, to our internal account.

19.4.4. Termination of the Agreement does not release you from the proper performance of the obligations set out in the Agreement that arose before the date of its termination.

19.4.5. No matter on what grounds the Agreement is terminated or expires, you are obliged to settle with us in full.

20. Applicable law and dispute resolution

20.1. The Agreements shall be governed by the law of the Republic of Lithuania. Any disputes that are not resolved by negotiation or other pre-litigation means shall be settled by the competent court of the Republic of Lithuania in the place where we have our registered office. In the event that a dispute arises between us and the Customer as a natural person – consumer, the general rules of jurisdiction set out in the Code of Civil Procedure of the Republic of Lithuania shall apply.

20.2. If you believe that your rights and/or legitimate interests have been infringed, you must, before you apply to the court (or to the Bank of Lithuania if you are a consumer and you believe that your rights or interests, related with our payment services are in breach), contact us in writing within 3 (three) months from the date of becoming aware of the possible violation for the resolution of the dispute, specifying the circumstances of the dispute and your claim. The applicable claim (complaint) procedure is regulated in detail in the Procedure for submission and examination of claims (complaints), which is published on the Website or in another way specified by us.

20.3. If you are a consumer and our reply does not satisfy you or you have not received any reply within 15 (fifteen) Business Days, you have the right to apply to the Bank of Lithuania (address – Totorių str. 4, LT01121 Vilnius, website address www.lb.lt) in writing or electronically in accordance with the procedure set out in the Law on the Bank of Lithuania of the Republic of Lithuania and the Law on the Protection of Consumers' Rights of the Republic of Lithuania, within one (1) year from the day of your application to us. You can also defend your potentially violated rights in court.

21. Final provisions

21.1. The Parties undertake to protect each other's trade secrets, confidential information, except for publicly available information, which they have learned in the performance of the Agreement, and not to disclose it to third parties without the written consent of other Party or their authorised representatives, unless the obligation to transmit such information is governed by law. The individual terms of each Agreement shall be confidential and shall not be made public without the consent of the other Party, except as provided for by law.

21.2. By concluding the relevant Agreement, the Parties confirm that they are not aware of circumstances that prohibit the conclusion of the Agreement or limit the right of the Parties to conclude the Agreement. At the same time, the Customer confirms that all the terms and conditions of such Agreement, including the General T&C, comply with his will, the terms of the Agreement and General T&C, their content and the consequences of concluding are understandable and clear to him.

21.3. You may not assign the rights and obligations arising from the Agreement to any third party without our prior written consent. We have the right to assign our rights and obligations under the Agreement to third parties at any time without your consent, provided that such transfer of rights and obligations does not contradict the requirements of legal acts.

21.4. At any time convenient for you, you can get acquainted with the relevant versions of the General T&C and Agreement and related information on the Website, as well as by logging in to your User's Account through the Internet Banking System (if we provide such an opportunity).

21.5. If a provision of the General T&C or Agreement is or becomes invalid, the validity of the other provisions shall remain unchanged. The invalid provision must be replaced by a valid provision whose economic and legal purpose is as close as possible to the invalid provision.

22. Annexes

22.1. Annexes to the General T&C govern the procedures for provision of specific services. All Annexes shall be deemed to constitute an integral part of the General T&C and shall be read in conjunction with provisions of the General T&C. The specific Annex to the General T&C applies to you when you use the relevant service provided by us.

22.2. **Annexes**:

22.2.1. Payment Account Agreement