

CONDITIONS OF PROVISION OF PAYMENT SERVICES

1. General provisions

1.1. The Conditions of Provision of Payment Services (hereinafter the Conditions) shall lay down the conditions and procedure of provision of payment services and related services. These Conditions were drafted in accordance with the legal acts regulating the provision of payment services of the Republic of Lithuania and the European Union.

1.2. Where the provisions of these Conditions and the provisions of any agreements concluded between the Bank and the Customer after these Conditions become effective differ, the provisions of the respective agreements shall apply.

2. Payment service provider

2.1. The payment service provider: AB Mano Bankas (hereinafter the Bank), Company Reg. No. 112043081, registration address: S. Moniuškos g. 27, LT-08115 Vilnius, Republic of Lithuania, registered with the Register of Legal Entities of the Republic of Lithuania. The Bank holds Specialised Bank License No. 1 issued by the Bank of Lithuania and granting the right to provide all financial services that are subject to licensing. The supervisory authority of the Bank: the Bank of Lithuania, Gedimino pr. 6, LT-01103 Vilnius, Republic of Lithuania, phone +370 800 50 500. Further information about the Bank of Lithuania is available at www.lb.lt.

2.2. Internet websites of the Bank: www.mano.bank.

2.3. E-mail of the Bank: hello@mano.bank.

3. Terms and definitions

3.1 The meanings of the terms used in the Conditions shall be as defined below, except in cases where the context of the Conditions requires differently.

Authentication shall mean the procedure whereby the Bank verifies the Customer's identity or the lawfulness of use of a payment instrument, including the personalised security data of the instrument.

Security and Identification Tools shall mean an identification code (a unique sequence of numbers, which is used to identify a person at the time of registration with the Bank's online services system), a temporary password (a unique sequence of numbers, which is used to verify the identity of a person at the time of registration with the Bank's online services system and which the User must change when he/she logs in to the Bank's online services system for the first time) provided by the Bank, an additional security code sent by the Bank by an SMS message or other identification and/or approval (action authorisation) tools implemented by the Bank and chosen by the Customer, satisfying the requirements of legal acts and used to identify the Customer and/or User, approve payment operations or other orders and sign transactions. The Bank shall be entitled to unilaterally decide which Security and Identification Tools will be implemented and/or abandoned.

Bank shall mean the payment service provider whose details are provided in clause 2 of the Conditions.

Business day of the Bank shall mean a day established by the Bank, on which the Bank implements the operations necessary for executing a specific payment operation in which the Bank is involved. The Bank may establish different business days of the Bank for executing individual payment operations and/or providing individual payment services and related services. Unless the Price List, the conditions of provision of a specific service or the respective agreement provide differently, a business day of the Bank shall mean a calendar day, with the exclusion of Saturdays, Sundays, official public holidays established in legal acts of the Republic of Lithuania and days off.

Framework Agreement shall mean an agreement, in which the Bank's duty to open a payment account and the conditions of opening the account may be stipulated and which regulates the execution of individual and subsequent payment operations. These Conditions shall qualify as an integral part of the Framework Agreement.

Electronic signature shall mean an electronic equivalent of a regular signature and a person's identity document consisting of certain information in electronic form (Customer name and surname, facial image, device information, time of use, etc.), the whole of which allows the Bank to identify the person using them. An Electronic Signature may be stationary (installed on a chip, USB or other media), mobile (Installed on a SIM card issued by a mobile operator), as well as integrated into the software or otherwise linked with it (e.g. sending a one-time security code by an SMS message, etc.).

Identification and Approval (Action Authorisation) Tools shall mean an electronic signature, an advanced electronic signature or a qualified electronic signature generated using tools provided by the Bank or by third parties acceptable to the Bank, or other tools specified in the Agreement or other documents published by the Bank, including the biometric data (e.g. fingerprints) saved on and/or scanned by the User's device, by means of which the User's identity is confirmed, payment operations or other instructions are authorised and transactions are signed.

Payee shall mean a natural person or a legal entity, other organisation or its unit, which are specified in a payment order as the payee of the funds of the respective payment operation.

Electronic bank shall mean the tool, including the mobile app, by means of which payment services are provided using the online customer service system of the Bank according to the respective agreement concluded by the Customer and the Bank.

Statement shall mean the Bank's document containing information about the operations executed in a payment account over a certain period of time.

Price List shall mean the Bank's services and operations fees, which, together with all amendments and supplements thereto, shall constitute an integral part of the Agreement and which can be consulted on the Bank's internet website or at customer service centres of the Bank.

Customer shall mean a natural person or a legal entity, other organisation or its unit, which uses the payment services of the Bank as a payer and/or payee.

Commission fee shall mean the Bank's charge for a payment operation and/or related services, operations related to a payment account as well as payment for other services provided by the Bank.

Credit transfer shall mean the payment service whereby funds are transferred to the payee's payment account on the payer's initiative. Where a credit transfer is made in euros in the Republic of Lithuania or to other Member States, such credit transfer shall qualify as a SEPA credit transfer. In all other cases, a credit transfer shall qualify as a non-SEPA credit transfer.

Monthly limit shall mean the maximum amount of payments per calendar month specified by the payer in a specific order to execute an automatic credit transfer.

Payment order shall mean a payer's or payee's instruction (payment order) to the Bank requesting the execution of a payment operation.

Payment operation shall mean an act initiated by a payer, on behalf of a payer or by a payee of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.

Authorisation of a payment operation (hereinafter the authorisation) shall mean the payer's consent to execute the respective payment operation.

Payment services shall mean the payment services provided by the Bank as defined by the Law on Payments of the Republic of Lithuania.

Payment service provider shall mean any credit institution or other institution providing payment services, which has the right to provide payment services according to the Law on Payments of the Republic of Lithuania.

Payment service user shall mean a natural person or a legal entity, other organisation or its division, which use payment services as payers and/or payee.

Payment account shall mean an account with the Bank opened on behalf of one or several persons and used for executing payment operations. In agreements of the Bank, a payment account may also be called a bank account or an account, unless otherwise required by the context of the respective document.

Payer shall mean a natural person or a legal entity, other organisation or its unit, which have a payment account and allow executing payment operations from that payment account based on payment orders, or a natural person or a legal entity, which presents a payment order to execute a payment operation but does not have a payment account.

Reference exchange rate shall mean the currency exchange rate which is indicated by the Bank or which comes from a publicly available source indicated by the Bank and which is used as the basis for exchanging currencies.

Durable medium shall mean a medium, in which the information addressed to the Customer is stored so that it could be accessible for reference over a period of time corresponding to the purpose of the information and which allows unchanged reproduction of the information stored.

Notice shall mean any one notice given by a Party to the other Party, a statement, certificate, confirmation or other information.

Conditions shall mean these Conditions of Provision of Payment Services, which regulate the provision of payment services and related services, inclusive of all amendments and supplements hereto.

Account shall mean an account opened with the Bank for the Customer, in which Payment Operations may be carried out, including Accounts of restrictive use designed for operations related with other services (credits, deposits) provided by the Bank, .

Agreement shall mean an agreement on the provision of payment services entered into by the Bank and the Customer. An agreement may be the Framework Agreement, a one-time payment agreement and/or other agreement on the provision of payment services.

Parties shall mean the Bank and the Customer collectively; each of the Bank and the Customer may be individually referred to as a/the party.

Internet bank shall mean a service provided by the Bank, by means of which the Customer can, according to the procedure prescribed by the respective agreement, execute payment operations online by logging in to the online services system of the Bank or using other tools prescribed by the Bank according to the Agreement entered into by the Bank and the Customer.

Statement shall mean the Bank's document, which contains information about the operations executed in a payment account over a certain period of time.

Unique identifier shall mean a combination of letters, numbers or symbols provided by the Bank to the Customer to identify unambiguously the Customer participating in a payment operation and/or the Customer's payment account used for the payment operation. An IBAN shall also qualify as a unique identifier.

Foreign state shall mean a state that is not a Member State of the European Union and not a member of the European Economic Area (EEA).

Member State shall mean a Member State of the European Union and the European Economic Area (EEA).

Consumer shall mean a natural person who, based on the respective agreement, uses the payment services offered by the Bank and acts for purposes other than his/her trade, business or professional activities.

Login code shall mean the user identification code provided by the Bank and consisting of a combination of numbers, which is used instead of the full name and personal ID number and identifies the internet bank user.

One-time payment agreement shall mean an agreement concluded by the Bank and the Customer and regulating a one-time payment operation. The Conditions shall constitute an integral part of a one-time payment agreement. No payment account shall be opened and no Framework Agreement shall be concluded by reason of a one-time payment agreement.

The terms the Bank and the Customer shall be capitalised in the subsequent sections of these Conditions.

4. Conclusion of agreements

4.1. The Framework Agreement:

4.1.1. The Framework Agreement shall be concluded, if the Customer wishes to:

4.1.1.1. Open a payment account with the Bank; and/or

4.1.1.2. Execute individual (single) or repeat payment operations, the execution of which requires the opening of a payment account with the Bank.

4.1.2. It shall be deemed that the Framework Agreement has been concluded when the Bank and the Customer agree on the conditions of opening of a payment account.

4.2. A one-time payment agreement:

4.2.1. A one-time payment agreement shall be concluded, if a payment service user wishes to execute a one-time payment operation, the execution of which does not require opening a payment account with the Bank.

4.2.2. It shall be deemed that a one-time payment agreement has been concluded when the Bank and the Customer agree on the conditions of providing the one-time payment service.

4.3. Other agreements regarding provision of payment services:

4.3.1. Where the Framework Agreement does not contain an arrangement regarding the provision of certain payment services, the Bank and the Customer shall be entitled to conclude individual agreements regarding the provision of such payment services.

4.3.2. Where individual agreements are concluded in respect of certain payment services and a payment account must be opened for the Customer, then the provisions of the Framework Agreement shall additionally apply to the relationship of the parties connected with the provision of such payment services.

5. Commission fee, interest rates and currency exchange
 - 5.1. The Customer shall pay to the Bank the commission fee at the rate set by the Bank for the payment operations executed by the Bank and/or other related services.
 - 5.2. The commission fee rate shall be specified in the Price List and/or respective agreements.
 - 5.3. The Bank shall be entitled to withdraw the commission fee and/or other amounts payable by the Customer to the Bank from the Customer's payment account, in which the respective payment operation is executed. The Bank shall also be entitled to withdraw the commission fee and/or other amounts payable by the Customer to the Bank from the other accounts opened with the Bank for the Customer. In cases established by the Bank as well as at the request of the Bank, the Customer shall pay the commission fee to the Bank prior to executing the respective payment operation.
 - 5.4. Where a payment operation is executed using a payment account and the Customer's payment account does not contain sufficient funds for executing the payment operation and paying the commission fee, the Bank shall be entitled to not execute the payment operation.
 - 5.5. Unless the parties agree differently, the commission fee shall be paid in the currency indicated in the Price List.
 - 5.6. The Customer hereby agrees to ensure that its payment account contain sufficient funds for paying/withdrawing the commission fee. Where a payment account contains insufficient funds for paying/withdrawing the commission fee in the currency of the operation, the Bank shall be entitled to apply the reference exchange rate and convert the currency of the funds available in the account to the currency indicated in the Price List.
 - 5.7. The Bank shall not be liable for any damages incurred by the Customer by reason of changes in currency exchange rates.
 - 5.8. Interest for the balance of funds in the payment account shall not be paid, unless the Bank passes a different decision.
 - 5.9. Where, in the process of executing of payment operations, any outstanding amounts due to the Bank appear in the Customer's account, the Customer shall, prior to paying the outstanding amount, pay to the Bank the interest indicated in the respective agreement or in the Price List.
 - 5.10. The Bank shall apply the adjusted reference exchange rate immediately and without giving separate notice. The Customer can find out about any changes to the reference exchange rate introduced by the Bank by visiting the internet website of the Bank or a customer service centre of the Bank, except in cases where the Bank and the Customer agree differently.
 - 5.11. Should the Customer fail to timely pay remuneration for the provided services to the Bank, the Customer must pay to the Bank a late charge of 0.05% for each day of delay.
6. Use of payment services
 - 6.1. The main particularities of payment services shall be described in these Conditions and respective agreements.
 - 6.2. Information that must be specified in a payment order:
 - 6.2.1. The Bank shall credit funds to a payment account or withdraw funds from it based on the unique identifier indicated in the respective payment order received by the Bank. Where, in addition to a unique identifier, a payment order contains any additional information, the Bank shall only be liable for the execution of the payment operation based on the unique identifier indicated in the payment order. At the time of crediting or debiting funds to or from a payment account based on the unique identifier specified in the respective payment order received by the Bank, the Bank shall be entitled to not verify whether the unique identifier coincides with the details of the owner of the payment account or not, but the Bank may, at its own discretion following verification of the additional information provided in the payment order, based on that information refuse to credit funds to the payment account or postpone the crediting until, at the Bank's request, additional payment information from the payment service provider of the sender of the funds is provided to the Bank;
 - 6.2.2. In the process of executing payment orders initiated by the Customer, the Bank shall transfer the information contained in the respective payment order to the payee's payment service provider. The Bank shall be entitled to establish the mandatory information, which must be provided to the Bank for a payment order to be executed appropriately.
 - 6.3. Presentation of consent to execute a payment order and cancellation of a payment order.
 - 6.3.1. The Customer may present consent to execute a payment operation in the form and manner prescribed by the Bank or agreed on by the Bank and the Customer. Written consent must be signed by the Customer or the Customer's representative. Consent regarding payment operations may also be verified using the Customer's Security and Identification Tools and/or other methods/tools acceptable to the Bank. Documents verified in this manner shall qualify as documents verified by the Customer and having the same legal force as signed paper documents.
 - 6.3.2. The Customer's consent to execute a payment operation shall be provided before the moment the respective payment operation is executed. By arrangement of the Customer and the Bank, the Customer's consent (authorisation) to execute a payment operation may also be provided after the payment operation is executed.
 - 6.3.3. A payment order may not be revoked after it is received from the payer by the Bank, except in cases listed in these Conditions.

- 6.3.4. Where a payment operation is initiated by a payee or through a payee, the Customer, which is a payer, may not cancel the payment order after it grants to the payee consent to execute the payment operation.
 - 6.3.5. The payment orders listed in clause 6.4.2 of these Conditions may be cancelled not later than by the end of the business day preceding the agreed-on date.
 - 6.3.6. On expiry of the deadlines specified in clauses 6.3.3 - 6.3.5 of these Conditions, a payment order may only be cancelled by arrangement of the Customer and the Bank.
 - 6.3.7. The Bank shall be entitled to charge the commission fee for cancellation of a payment order at the rate specified in the Price List.
 - 6.3.8. The parties hereby agree that clauses 6.3.3 - 6.3.6 of these Conditions will not apply to the Customer that is a legal entity.
 - 6.3.9. Where the amount of a payment order is refunded for reasons not depending on the Bank (inaccurate payment order details, closed account of the payee, etc.), the refunded amount shall be credited to the payer's account, the commission fee paid by the payer shall not be refunded and the costs of the refund shall be withdrawn from the payer's account.
 - 6.3.10. The Customer shall have the right to adjust the details of a payment order presented to the Bank, with the exclusion of the payment order amount, currency and the payer's account specified in the payment order. A payment order may be adjusted until the moment the Bank sends notice about the payment order to the payee's bank or intermediary bank. The Bank may charge the commission fee specified in the Price List for the adjustment of a payment order.
- 6.4. Receipt of a payment order at the Bank
- 6.4.1. A payment order shall be deemed received at the Bank on the date it is actually received, provided that the payment order is received by the time specified in the Conditions. Where a payment order is received at the Bank after the time specified in the Conditions or on a day that is not a business day of the Bank, it shall be deemed that the payment order is received at the Bank on the first business day of the Bank following the date the payment order is presented to the Bank. The Bank shall be entitled to withdraw the amount of a payment order and the commission fee from the Customer's payment account on the date the payment order is presented to the Bank. The Customer must ensure that its account contains a sufficient balance of funds for executing a payment order not only at the moment of presenting the payment order but also at the moment of withdrawing of funds from the payment account.
 - 6.4.2. By arrangement of the Customer that initiates the respective payment order and the Bank, the execution of the payment order may be commenced on a specific date or at the end of a specific time period or, where the Customer is the payer, on the date when the Customer provides the funds to the Bank. In cases envisaged in this clause it shall be deemed that the respective payment order is received at the Bank on the respective agreed-on date. Where an agreed-on date is not a business day of the Bank, the respective payment order shall be deemed received on the next business day of the Bank.
- 6.5. Deadlines for providing payment services
- 6.5.1. The Bank hereby undertakes to ensure that, after the moment a payment order is received at the Bank, the funds of the payment operation in euros will be credited to the payee's payment service provider's account according to the following deadlines:
 - 6.5.2. Where the payee's account is opened with a payment service provider registered in the Republic of Lithuania and the payment order is presented in euros: on the same business day, provided that the payment order is received at the Bank on a business day of the Bank by 12:00 p.m.; where the moment of receipt of the payment order is after 12:00 p.m. or a day that is not a business day of the Bank: not later than on the next business day of the Bank.
 - 6.5.3. Where the payee's account is opened with a payment service provider/payee registered in a different Member State and the payment order is presented in euros: not later than by the end of the next business day of the Bank. The deadlines for executing payment orders specified in clauses 6.5.1 and 6.5.2 of these Conditions may be extended by 1 (one) business day where a payment operation is initiated by presenting a paper document.
 - 6.5.4. Where payment operations are executed in the Republic of Lithuania or funds are transferred to other Member States, in currencies other than the currency of the euro zone or foreign currencies and the Customer is the payer, the Bank hereby undertakes to ensure that, following receipt of the respective payment order, the amount of the payment operation be credited to the payee's payment service provider's account not later than within 4 (four) business days of the Bank from the moment the payment order is received at the Bank.
 - 6.5.5. Where payment operations are executed in foreign currencies or currencies of Member States and funds are transferred to foreign states and where the Customer is the payer, the deadlines applicable to the crediting of a payment operation to the payee's payment service provider's account shall be set in the respective agreements, the Price List or other documents.
 - 6.5.6. In the case envisaged in clause 6.4.2 of these Conditions, where credit transfers are executed in euros in the Republic of Lithuania, the Bank shall ensure that the amount of the respective payment operation be credited to the payee's payment service provider's account on the date the payment order is executed, and where the date of execution is not a business day of the Bank - on the next business day of the Bank.

- 6.5.7. Where the Customer is the payee, the Bank shall ensure that a payment order initiated by the Customer or through the Customer be forwarded to the payer's payment service provider by the deadline agreed on by the Customer and the Bank.
- 6.5.8. In case of execution of payment operations in foreign currencies or currencies of Member States to foreign states, the Bank shall not be liable for any errors committed by any intermediary and/or the payee's payment service provider and/or for failure to meet deadlines for completing a payment order and/or for failure to fulfil/appropriately fulfil a payment order at the fault of an intermediary and/or the payee's payment service provider.
- 6.5.9. Deadlines for executing other payment services shall be set in the respective agreements, the Price List or other documents (e.g. requests, applications, questionnaires).
- 6.6. The deadlines for payment services set forth in the Conditions and Agreements may be extended for a time limit defined in legal acts and, where no such deadline has been set, for a time period that is objectively necessary for eliminating the obstacles to the provision of payment services, in the following cases:
 - 6.6.1. The Bank has reasonable doubts about the payment order having been submitted not by the Customer or its legal representative, or about the authenticity submitted to the Bank, or other doubts about the legality of the submitted payment order or its content;
 - 6.6.2. The Bank is provided with conflicting information about persons entitled to dispose of the funds and/or other assets present in the Customer's account;
 - 6.6.3. The Bank has reasonable suspicions that third parties may illegally use the funds and/or other assets present in the account;
 - 6.6.4. The Customer's account is attached;
 - 6.6.5. The Bank is provided with evidence-based information about the Customer's death;
 - 6.6.6. In accordance with the law of the Republic of Lithuania, there are other grounds granting such a right to, or obligating the Bank to do that;
 - 6.6.7. The unique identifier specified by the person initiating the payment order is incorrect;
 - 6.6.8. The Bank has reasonable suspicions that the account is and/or may be used for money laundering and/or terrorist financing and/or for carrying out other criminal activities;
 - 6.6.9. Other grounds provided for in the Conditions, other documents or legal acts binding for the Bank and the Customer exist where the Bank must suspend the payment operation to protect the interests of the Customer or the Bank.
- 6.7. Should the Bank fail to eliminate the obstacles for the provision of payment services within the term of suspension of the payment operation in the cases provided for in clause 6.6 of the Conditions, the suspended payment operation shall be cancelled and returned to the Payer. Where the Bank takes such actions through the fault of the Customer, User or Payer, the fee set in the Price List shall be charged for the cancellation and return of the payment operation. The Bank shall not cancel and return the payment operation if that is prohibited by legal acts.
- 6.8. Agreements may provide for a limit of payment operations that may be executed using a particular payment tool and/or Customer identification tool.
- 6.9. A payment account may not be closed at the request of the Customer, if it is used for providing any payment services and/or executing any payment operations initiated by the Customer.
- 6.10. Where a payment account may not be closed by reason of legal requirements, the payment account may be closed when the respective obstacles have been removed.
- 6.11. Execution of payment operations via the internet bank

This clause shall lay down additional particularities of payment operations executed via the internet bank.

6.11.1. Payment operations executed via the internet bank shall be authorised using the Customer's Security and Identification Tools, which the Customer/User must protect according to the procedure prescribed by these Conditions of Provision of Payment Services. Documents approved in this manner shall qualify as approved by the Customer and having the same legal effect as paper documents signed by the Customer or its representative.

6.11.2. The Bank shall be entitled, without any detrimental consequences for the Bank, to not execute the Customer's payment orders or suspend the provision of the internet bank service in case of technical obstacles that may harm the internet bank or the Customer, or where there is a threat that the internet bank may be used by persons other than the Customer/User, as well as where payment orders are placed in violation of the internet bank requirements, there are insufficient funds for making all the relevant payments in the Customer's account or there are other important reasons due to which it is impossible to execute the Customer's payment orders, including the assurance of the security of the internet bank. The Bank shall notify the Customer about this in the manner specified in these Conditions and/or provide the Customer with an opportunity to familiarise itself with this information in the internet bank. In this case, the provision of the service shall be resumed by decision of the Bank.

6.11.3. The Customer/User must ensure the security of the Security and Identification Tools provided to it, i.e. the Customer/User may not provide them to any third parties and agrees to ensure their confidentiality and not keep them written down on paper or any other items.

6.11.4. In case of a threat that the Customer's Security and Identification Tools may have become known to third parties (hereinafter lost), the Customer/User must immediately notify the Bank about that in writing or by calling the number indicated on the internet bank website. Where the loss of the Customer's Security and Identification Tools is related to any unlawful actions of third parties, the Customer/User must immediately notify law enforcement institutions about that.

6.11.5. The Customer, while using internet bank, may enter into transactions with, and submit applications to the Bank as envisaged by the Bank. The Bank shall be entitled to unilaterally terminate the opportunity to enter into all or some of transactions or submit applications using the internet bank, or prescribe other requirements. By granting the right to manage and dispose of the funds available in the Customer's account(s), the Customer shall provide Users with an opportunity, either jointly or individually, to create certain rights and duties for the Customer and receive the Customer's personal information and data or data and information that are intended for the Customer only.

6.11.6. Transactions shall be entered into and applications shall be submitted by the Customer filling out the relevant form provided in the internet bank and confirming the fact of the offer (application) to carry out certain actions by means of the Customer's Security and Identification Tools as well as subject to satisfaction of any other conditions prescribed by the Bank. The Bank shall notify the Customer about the acceptance of the offer according to the procedure prescribed by the Bank. This shall not mean however that the Bank must in any case accept the Customer's offer or notify the Customer about the acceptance of the offer by giving separate notice.

6.11.7. The Bank may apply payment operation limits prescribed by the Bank to payment operations executed via the internet bank. The procedure of application of payment operation limits and the rates shall be specified in the Agreement.

6.11.8. A list of payment accounts, which the Customer/User will be able to handle via the internet bank, and the Users appointed by the Customer who are entitled to use the internet bank as well as the rights granted to the Users shall be agreed on with the Bank in writing according to the form prescribed by the Bank.

6.11.9. The conditions of management of an account using electronic means shall not qualify as the Bank's obligation to provide the Customer with an opportunity to actually use the internet bank.

6.11.10. Subject to prior notice to the Customer, the Bank shall be entitled to not accept the Customer's specific Security and Recognition Tool and change the current and approve new Customer's Security and Identification Tools acceptable to the Bank.

7. Information provided to a payment service user

7.1. Information about individual payment operations executed according to the Framework Agreement:

- 7.1.1. At the Customer's request and prior to the start of the respective payment operation initiated by the Customer (payer) according to the Framework Agreement, the Bank must provide the Customer with information about the longest possible time required for executing that payment operation (as provided for in clause 6 of these Conditions), the payable commission fee and the distribution of the commission fee (according to the Price List). The Customer may also familiarise itself with the aforementioned information at a customer service centre of the Bank and on the Bank's internet website.
- 7.1.2. The Bank shall specify in a statement the following information about the payment operations indicated below:
 - 7.1.2.1. Payment operation amounts withdrawn from the Customer's payment account:
 - 7.1.2.1.1. Information, based on which the Customer can identify each payment operation, and information relating to the payee;
 - 7.1.2.1.2. The amount of a payment operation in the currency, in which the amount is withdrawn from the payment account, or in the currency specified in the respective payment order;
 - 7.1.2.1.3. The amount of the commission fee for the respective payment operation and information on how the commission fee is distributed, or interest payable by the Customer (payer);
 - 7.1.2.1.4. The currency exchange rate used by the Bank and the amount of the respective payment operation following currency exchange, where currency was exchanged in the process of executing the payment operation;
 - 7.1.2.1.5. Date of withdrawal of funds from the payment account;
 - 7.1.2.2. Information about the amounts of each payment operation credited to the Customer's payment account:
 - 7.1.2.2.1. Information, based on which the Customer (payee) identifies the respective payment operation and the payer as well as the payment order details forwarded together with the payment operation;
 - 7.1.2.2.2. The amount of the respective payment operation in the currency, in which the amount is credited to the Customer's payment account;
 - 7.1.2.2.3. The amount of the commission fee for the respective payment operation and information on how the commission fee is distributed, or interest payable by the Customer (payee);
 - 7.1.2.2.4. The currency exchange rate used by the Bank and the amount of the respective payment operation prior to currency exchange, where currency was exchanged in the process of executing the payment operation;
 - 7.1.2.2.5. Date of crediting.
- 7.1.3. The Customer may obtain a statement in the following manners:
 - 7.1.3.1. By visiting a customer service centre of the Bank and obtaining a statement directly from an employee of the Bank;
 - 7.1.3.2. Where the Customer uses the internet bank, the Customer may print a statement independently using the tools provided based on the respective agreement;
 - 7.1.3.3. The Bank may send statements to the Customer by mail or in another agreed-on manner, based on the respective agreement concluded by the Customer and the Bank and/or the Customer's respective request.
- 7.1.4. Where the Customer is a consumer, it shall be entitled to obtain a statement free of charge, in which statement information about the payment operations executed in the payment account as envisaged in clause 7.1.2 shall be provided, in the following manner:

- 7.1.4.1. Where the Customer uses the internet bank, the Customer may print a statement independently using the tools provided based on the respective agreement; statements provided in this manner shall be provided free of charge, irrespective of the frequency at which they are provided. The Bank shall be entitled to set a time period, for which information about the executed operations shall be provided in a statement in this manner, but the Customer shall in any case be entitled to obtain a statement in this manner free of charge, which statement, at the Customer's discretion, shall contain information about the operations executed in the payment account over a time period of up to 30 calendar days before the Customer's application or over the respective preceding calendar month;
- 7.1.4.2. Where the Customer does not use the internet bank, the Customer shall be entitled to visit a customer service centre of the Bank and obtain a statement free of charge directly from an employee of the Bank once per month, which statement, at the Customer's discretion, shall contain information about the operations executed in the payment account over a time period of up to 30 calendar days before the Customer's application or over the respective preceding calendar month.
- 7.1.5. The Customer must pay the commission fee at the rate set in the Price List for the provision of statements to the Customer that is not a consumer, for the provision of any additional information provided at the consumer's request in addition to the information envisaged in clause 7.1.2 of these Conditions, for a more frequent provision of statements, for the provision of statements in a different manner or using any tools other than those the envisaged in clause 7.1.4 of these Conditions.
- 7.1.6. The Bank shall be entitled, subject to prior notice to the Customer, to change the method for sending/providing statements.
- 7.2. Information about one-time payment operations
 - 7.2.1. Where a payment order to execute a one-time payment operation is presented using a payment instrument envisaged in the Agreement, the Bank shall not be obligated to provide the information or provide conditions for familiarising with the information, which has already been provided to the respective payment service user according to the framework agreement concluded with another payment service provider or which has been provided to it according to that framework agreement.
 - 7.2.2. Conditions of execution of one-time payment operations:
 - 7.2.2.1. For a payment operation to be executed appropriately, the Customer must specify to the Bank the unique identifier and/or provide other information requested by the Bank (in the prescribed cases);
 - 7.2.2.2. The longest deadline for executing a payment service is specified in clause 6 of these Conditions;
 - 7.2.2.3. The commission fee payable by the Customer and the distribution of the commission fee amount shall be specified in the Price List;
 - 7.2.2.4. Where currency is exchanged in the process of executing a payment operation, the reference exchange rate shall be used.
 - 7.2.2.5. The provisions of clause 6 shall also apply when executing one-time payment operations.
 - 7.2.3. Upon receipt of a payment order to execute a one-time payment operation, the Bank shall immediately provide the Customer (payer) with an opportunity to familiarise itself in a convenient manner with the following:
 - 7.2.3.1. Information, based on which the Customer can identify each payment operation, and information relating to the payee;
 - 7.2.3.2. The amount of the payment operation in the currency specified in the payment order;
 - 7.2.3.3. The amount of the commission fee payable by the Customer for the payment operation and information on how the amount of the commission fee is distributed (as envisaged in the Agreement and/or the Price List);
 - 7.2.3.4. The reference exchange rate and the amount of the respective payment operation following currency exchange, where currency was exchanged in the process of executing the payment operation;
 - 7.2.3.5. Date of receipt of the payment order.
 - 7.2.4. The commission fee set in the Price List of the Bank shall be charged for the provision of information to the Customer that is not a consumer.
 - 7.2.5. At the Customer's request, the Bank shall provide the information referred to in clause 7.2.3 in writing.
- 8. Obligations of a payment service user related to payment instruments
 - 8.1. The Customer that is entitled to use a payment instrument shall have the following obligations:
 - 8.1.1. To use the payment instrument according to the conditions regulating the provision and use of the payment instrument;
 - 8.1.2. Where the Customer becomes aware of the loss, theft, misappropriation or unauthorised use of the payment instrument as well as any facts or suspicions that its Security and Identification Tools data has become known to, or may be used by third parties, to immediately notify the Bank or an entity indicated by the Bank of that, while adhering to the conditions regulating the provision and use of the payment instrument;
 - 8.1.3. At least 1 (once) a month, to check the information in the account about the payment operations carried out in the account. The circumstance that the Customer did not wish the statement to be sent to it shall not exempt the Customer from the performance of this obligation;
 - 8.1.4. To notify the Bank in writing about unauthorised or improperly effected payment operations, as well as about any other errors, inconsistencies or inaccuracies in the statement. The notice shall be given immediately (within 5 (five) business days from learning of the circumstances referred to in this clause) and in any case not later than within 60 (sixty) calendar days from the date when the Bank, in the Customer's opinion, carried out an unauthorised payment operation or improperly effected a payment operation;

- 8.1.5. Where the Customer is a Consumer or a natural person engaged in economic commercial or professional activities, he/she shall notify the Bank in writing about unauthorised or improperly effected payment operations without delay (within the time limit set in clause 8.1.4 of the Conditions) and in any case not later than within 13 (thirteen) months from the date of withdrawing the funds from the account. These time limits shall not apply if the Bank has failed to provide this Customer with information about the said unauthorised or improperly effected payment operation, or has failed to provide conditions for access to such information in accordance with the Conditions, the Service Conditions or the Agreement.
- 8.2. Upon receipt of the payment instrument, the Customer must take steps to protect its Security and Identification Tools data.
9. Rules of communication between the Bank and a payment service user
- 9.1. All and any notices, statements, reports, certificates, confirmations and all and any other information, including the conditions of provision of services of the Bank (hereinafter notices), which are provided by the parties to each other, must be written (i.e. the respective document must be executed), with the exclusion of instances envisaged in legal acts of the Republic of Lithuania and/or respective agreements and other documents provided to the Bank (applications, questionnaires, etc.) whereby notices may be provided verbally or must be notarised. Documents sent by means of telecommunications and electronic communications equipment (fax, teleprinter, internet, etc.) shall also qualify as written documents.
- 9.2. The Bank shall deliver notices to the Customer in person and/or publish them.
- 9.2.1. In case of Customers that are users of the internet bank, the Bank shall send notices to their internet bank accounts and additionally to their e-mail addresses or notify them by phone, telefax or other telecommunications means.
- 9.2.2. In case of Customers that are not users of the internet bank, the Bank shall send notices to their e-mail addresses and additionally notify them by phone, telefax or other telecommunications means.
- 9.2.3. The Bank's public notices shall be published on the Bank's internet website and shall also be available in customer service centres of the Bank. Such notices may be also published in a national newspaper chosen by the Bank (and distributed in a territory that is populated by more than 60% of the population of the Republic of Lithuania).
- 9.3. The Customer's notices to the Bank shall be delivered or voiced directly to authorised employees of the Bank as well as sent by mail, telefax, telephone and other telecommunications means, by e-mail and via the internet bank. Where the Customer provides verbal notice, the Bank shall be entitled, according to the procedure prescribed by law, to record the conversation subject to prior notice given to the Customer.
- 9.4. The Bank must ensure the uninterrupted and quality operation of the internet bank and the Bank's internet website (to the extent it depends on the Bank). However, the Bank shall be entitled to elaborate on its information systems and eliminate any identified failures, even if this may cause and/or actually causes disruptions in the provision of information and/or services to customers. The Bank must schedule the works of elaboration on its information systems and elimination of their failures and, where possible, must carry out any such works at night. In the presence of extraordinary circumstances and serious reasons, the Bank, in order to prevent any possible damages that may be incurred by the Customer and/or the Bank, shall be entitled to eliminate failures of its information systems at any time of day/night. The works of elimination of failures of information systems shall be carried out within the shortest time possible. During the works of elaboration on the Bank's information systems and/or elimination of failures, the fulfilment of all the Bank's obligations that are fulfilled using the information systems shall be suspended.
- 9.5. Each of the parties shall have the right to choose a manner of giving notice, with the exclusion of the instances mandatory according to legal acts of the Republic of Lithuania and/or the respective agreements and other documents provided to the Bank (applications, questionnaires, etc.). A notice of the Bank that is published shall be deemed to have been appropriately given and delivered to the Customer, with the exclusion of the instances mandatory according to legal acts of the Republic of Lithuania and/or the respective agreements, whereby the Bank must give personal notice to the Customer. Any information that constitutes the Bank's secret may only be delivered or communicated in person.
- 9.6. Notices given by the parties shall be deemed received:
- 9.6.1. Notices given verbally (as well as on the phone): at the moment they are given;
- 9.6.2. Notices delivered in person: on the date of delivery;
- 9.6.3. Notices sent by mail: 5 calendar days (in case of sending to/receiving from outside of the Republic of Lithuania - 14 calendar days) after the date of dispatch;
- 9.6.4. Notices sent by e-mail, telefax and other telecommunications means: on the nearest business day in the payee's country after the date of dispatch;
- 9.6.5. Notices published in the internet bank: on the nearest business day in the payee's country after the date of publication;
- 9.6.6. Published notices: on the date of publication;
- 9.6.7. Where the payee confirms receipt earlier than specified above: on the confirmed date of receipt.
- 9.7. An individual's full name or company name, addresses, phone and fax numbers and other details (hereinafter contact information), which must be indicated when sending notices of the parties, shall be specified in the respective agreements or other documents provided to the Bank (applications, questionnaires, etc.).

- 9.8. Where an agreement relates to a group of individuals (loan co-debtors, joint account holders, etc.), the Bank shall be entitled to address notices relating to the respective agreement to any one of the individuals of the group. This individual must forward the received information to the other individuals of the group specified in the agreement.
 - 9.9. Where an agreement or other documents provided to the Bank (applications, questionnaires, etc.) do not contain the Customer's contact information, the Bank shall be entitled to send notices using the last contact information provided by the Customer. Where an agreement does not contain the Bank's contact information, the Customer shall be entitled to send notices using the contact information specified on the Bank's internet website.
 - 9.10. The parties must immediately notify each other about any changes in their contact information. At the Bank's request, the Customer must provide the respective documents evidencing the changes in contact information. Should these obligations be not fulfilled, it shall be deemed that notice sent to the other party using the last known details has been sent appropriately and that the respective obligation fulfilled using such details has been fulfilled appropriately.
 - 9.11. The parties must immediately provide to each other information about all and any circumstances, which may be important in the process of implementing the respective agreement. At the Bank's request, the Customer must provide documents supporting the following circumstances, irrespective of whether this information has been provided to public registers or not, as well as documents supporting the following: changes in the sample signature of the Customer or the Customer's representative, initiation and commencement of a bankruptcy or restructuring case against the Customer, liquidation, reorganisation, rearrangement, etc. of the Customer.
 - 9.12. An agreement may provide that the parties must periodically give to each other certain notices relating to the implementation of the agreement.
 - 9.13. Where the Customer does not receive from the Bank any notices, which it had to receive from the Bank according to an agreement or in respect of which it has presented a separate request to the Bank, the Customer must notify the Bank of this immediately.
 - 9.14. Upon receipt of notice from the Bank, the Customer must immediately verify the correctness and accuracy of the information contained in the notice and, in case any inaccuracy, non-compliance or other errors are identified, immediately notify the Bank of that. This clause shall not apply to the Bank's notices, which, given their essence, the respective agreement or legal acts of the Republic of Lithuania, must not be verified and/or confirmed by the Customer.
 - 9.15. Notices sent to the Customer by the Bank may not qualify as the Bank's proposal to the Customer to enter into an agreement or use services, except in cases where the Bank's respective notice contains an express proposal.
 - 9.16. The Conditions and rates shall be published in the Lithuanian language. Agreements shall be concluded in the Lithuanian language. At the Customer's request and subject to the Bank's consent, agreements may be concluded in the English language. The Bank shall be entitled to demand that the Customer compensate for the costs of translation of the respective agreement into a foreign language.
 - 9.17. The Bank's notices given to the Customer personally shall be drafted in the Lithuanian language. The Bank shall also be entitled to draft such notices in the language in which the respective agreement is concluded. Subject to the Bank's consent, the Bank's notices may be drafted in another language requested by the Customer. The Bank's notices published on the Bank's internet website shall be drafted in the Lithuanian and English languages. In all other cases, the Bank's notices shall be drafted in the Lithuanian language.
 - 9.18. The Customer's notices to the Bank may be drafted in the Lithuanian and English languages.
 - 9.19. Where the Lithuanian text of an agreement or other document and the text in the respective foreign language do not coincide, the Lithuanian text shall prevail.
 - 9.20. The documents provided to the Bank must be drafted in the Lithuanian language and/or other language indicated by the Bank. Where any documents provided to the Bank are drafted in a foreign language, the Bank shall be entitled to demand that these documents be translated into the Lithuanian language and/or other language indicated by the Bank by a competent translator acceptable to the Bank. The Bank may also request that the authenticity of the translator's signature be verified by a notary.
 - 9.21. The Bank shall be entitled to request that any documents drafted abroad be legalised according to the procedure prescribed by legal acts.
 - 9.22. The Customer shall be entitled to familiarise itself with the enforced wordings of the Agreement and the Conditions of Provision of Payment Services as well as any other wordings of the Agreement and the Conditions of Provision of Payment Services that were enforced from the date the Agreement was concluded. This information and documents shall be published on the internet website of the Bank; where they are not published and upon receipt of the Customer's separate request, they shall be provided to the Customer in writing or using other durable medium.
10. Protective and corrective measures
 - 10.1. The Customer shall immediately notify the Bank in writing about the theft or other loss of the Customer's ID document. This requirement is set in order to protect the Customer's funds against possible illegal acts of third parties.
 - 10.2. The Customer that is entitled to use a payment instrument must adhere to the provisions of clause 8.1 of these Conditions.
 - 10.3. The Bank shall be entitled to block a payment account (i.e. suspend, either in full or partially, payment operations in a payment account) and/or a payment instrument (i.e. prohibit its use either in full or partially):
 - 10.3.1. For objectively justifiable reasons relating to the security of the funds available in the payment account and/or of the respective payment instrument;

- 10.3.2. In case of suspicions as to the illegal or fraudulent use of the funds available in the payment account and/or of the respective payment instrument or in case of an increased risk of the Customer failing to appropriately fulfil its payment obligation (also through a payment instrument and a credit line);
- 10.3.3. In case the Customer fails to adhere to the respective agreement;
- 10.3.4. In case the Bank has justified suspicions that the funds available in the payment account and/or the respective payment instrument may be used illegally by third parties;
- 10.3.5. In case the Bank has justified suspicions that the payment account and/or the payment instrument may be used or has been used for criminal activities;
- 10.3.6. In case the Bank receives substantiated information about the Customer's death;
- 10.3.7. In case the Bank is provided with contradictory information about the persons entitled to represent the Customer;
- 10.3.8. In case the funds available in the account are seized or the Customer's right to dispose of the funds is restricted in another manner;
- 10.3.9. In case interbank settlement systems or the global interbank financial market are inoperative, market liquidity decreases, or there exist any other unusual market conditions or important reasons, or in case the risk level is not acceptable to the Bank;
- 10.3.10. In the cases set forth in clause 6.6 of the Conditions;
- 10.3.11. In cases envisaged by laws and other legal acts of the Republic of Lithuania, the respective agreement or other contracts concluded with the Bank.
- 10.4. The Bank shall be entitled to restrict settlements in countries, or with entities associated with high risks or their groups. A list of countries and entities associated with high risks shall be published on the Bank's internet website, and the restrictions applied individually to the Customer or the account shall be published on the Bank's website, in the Agreement and other documents binding for the Customer.
- 10.5. A payment account and/or a payment instrument shall be blocked on the Customer's initiative, if the Customer presents to the Bank, according to the procedure prescribed by the respective agreement, the respective request or notifies the Bank that the payment instrument provided to the Customer has been stolen or lost in another manner or that the funds available in the payment account and/or the payment instrument is used or may be used in any other illegal manner. The Bank shall be entitled to demand that the Customer's verbal request to block a payment account and/or a payment instrument be subsequently confirmed in writing or in another manner acceptable to the Bank. Where a payment account and/or a payment instrument is blocked on the initiative of the Customer, the Bank may only cancel the blocking upon receipt of the Customer's written request, unless the respective agreement provides differently. The Bank shall be entitled to replace a blocked payment instrument with a new one.
- 10.6. In the cases described above, the Bank shall, in the manner specified in these Conditions and/or the respective agreement, notify the Customer about the blocking of the payment account and/or payment instrument and specify the reasons for the blocking, where possible, prior to the blocking of the payment account and/or payment instrument, and in any case immediately after the blocking, except in cases where the provision of such information would undermine security measures or be prohibited according to other legal acts.
- 10.7. The Bank shall cancel the blocking of a payment account and/or payment instrument (or replace a blocked payment instrument with a new payment instrument) when the reasons for which the payment account and/or payment instrument was blocked no longer exist.
- 10.8. The Bank shall not be liable for the Customer's damages incurred by reason of blocking of a payment account and/or payment instrument and shall not pay any penalties envisaged in the Conditions and/or the respective agreement, if the blocking was implemented according to the procedure prescribed by the Conditions and/or the respective agreement and in the presence of the conditions envisaged in the Conditions and/or the agreement.
- 10.9. A payment operation shall only be deemed authorised when the Customer grants its consent to the execution of the operation according to the prescribed form and procedure. The Customer may authorise a payment operation before its execution or following its execution, if agreed on by the Customer and the Bank. Where the aforementioned consent has not been granted, it shall be deemed that the respective payment operation has not been authorised.
- 10.10. The Customer that is a consumer may at any time by the moment of irrevocability specified in clauses 6.3.3 - 6.3.6 of these Conditions withdraw its consent to the execution of the respective operation. Consent to execute several payment operations may also be withdrawn and in this case all the respective future payment operations shall be deemed not authorised.
- 10.11. Where the Customer is a consumer and denies having authorised a payment operation that was executed or claims that a payment operation has been executed inappropriately, the Bank shall have the duty to prove that the authenticity of the payment operation had been confirmed, the payment operation had been appropriately registered and entered into accounts and had not been affected by any technical or other disturbances.
- 10.12. Where the Customer is a consumer and denies having authorised a payment operation that was executed, the use of a payment instrument registered by the Bank shall not necessarily qualify as sufficient evidence that the Customer has actually authorised the payment operation, has acted in bad faith or intentionally or has, due to gross negligence, failed to fulfil one or several of the obligations stipulated in clause 10.2 of these Conditions or the grounds provided for in clause 10.3 of the Conditions exist. Where the Customer is not a consumer, the use of a payment instrument registered by the Bank shall qualify as sufficient evidence that the Customer has actually authorised the respective payment operation.

- 10.13. Where the Customer is a consumer, the Customer may have to bear the loss of up to EUR 50 that results from unauthorised payment operations, where such loss is incurred by reason of the use of a lost or stolen payment instrument or misappropriation of a payment instrument. Where the Customer is not a consumer, it shall bear all the loss resulting from the aforementioned reasons.
- 10.14. The Customer shall bear all and any loss resulting from unauthorised payment operations, where the Customer incurs such loss while acting in bad faith or intentionally or through gross negligence fails to take steps to protect the Security and Identification Tools data provided to the Customer and/or fails to fulfil one or several of the obligations stipulated in clauses 10.2 and 10.3 of these Conditions. In these cases, the restriction on the maximum loss amount envisaged in clause 10.13 shall not apply.
- 10.15. After the Customer gives to the Bank the notice referred to in clause 10.5 of these Conditions, the Customer's loss resulting from a lost, stolen or illegally acquired payment instrument shall be borne by the Bank, except in cases where the Customer has acted in bad faith. In cases where the Customer is a consumer, any loss incurred by reason of unauthorised payment operations shall only be borne by the Customer if the Customer has acted in bad faith.
- 10.16. The Customer will not incur any loss, if a non-authorised payment operation is executed at the fault of the Bank or the Customer (where the Customer is a consumer), prior to the execution of the relevant payment operation, was unable to notice the loss, theft or misappropriation of the payment instrument, except in cases where the Customer has acted in bad faith.
- 10.17. Where the Bank becomes aware of a non-authorised payment operation, the Bank will, by the end of the succeeding business day of the Bank at the latest, refund the amount of the non-authorised payment operation, restore the balance of the payment account and ensure that, as a result of the non-authorised payment operation, the Customer will not incur any losses related to any interest payable to or by the Customer.
- 10.18. In case where the Bank has doubts as to the legitimacy of a payment operation or suspects fraud, clauses 10.16 and 10.17 shall not apply.
- 10.19. Where the Bank does not provide an opportunity to notify, at any time, about a lost, stolen or illegally acquired payment instrument, any loss resulting from the unauthorised use of the payment instrument shall be borne by the Bank, except in cases where the Customer has acted in bad faith.
- 10.20. The Customer shall, at least once monthly, check information about the payment operations executed in its payment account. The fact that the Customer has wished to receive a statement shall not exempt the Customer from the duty to fulfil the aforementioned obligation.
- 10.21. Where the Customer is a consumer, the Customer shall notify the Bank in writing about any unauthorised or inappropriate withdrawal of funds from its payment account immediately, but in any case within 13 months from the date of the withdrawal. Where the Customer is not a consumer, the Customer must send notice referred to herein to the Bank within 60 calendar days from the date the funds are withdrawn.
- 10.22. Where the Customer does not give the notices by the deadlines set in clause 10.20 of these Conditions, it shall be deemed that the Customer unconditionally agrees to the respective payment operations executed in its payment account.
- 10.23. The deadlines set in clause 10.20 of these Conditions shall not apply, if the Bank does not provide the Customer with information about any unauthorised or inappropriately executed payment operations or does not provide the Customer with an opportunity to familiarise itself with such information.
- 10.24. While adhering to the deadlines set in clause 10.20 of these Conditions, after becoming aware or receiving of the Customer's notice and establishing that the respective payment operation has not been authorised by the Customer, the Bank shall immediately, but in any case by the end of the next business day, refund the amount of the unauthorised payment operation to the Customer and restore the balance of the payment account from which that amount had been withdrawn to the amount that would have been had the unauthorised payment operation not been executed, except in cases where liability for the unauthorised payment operation attaches to the Customer.
- 10.25. Where the Customer, at the time of presenting a payment order for execution, specifies a unique identifier, such payment order shall be deemed properly executed, if it is executed based on that unique identifier. At the time of crediting funds to a payment account or withdrawing funds from a payment account based on the unique identifier specified in the respective payment order received by the Bank, the Bank shall be entitled to not verify/shall not verify whether such unique identifier complies with the full name and/or personal ID No., Company name and/or Company Reg. No. of the owner of the payment account. Where the unique identifier provided by the Customer is erroneous, the Bank shall not be liable for the non-execution or inappropriate execution of the respective payment operation pursuant to clause 10.27 of these Conditions, but must attempt to regain the funds of the payment operation.
- 10.26. Where the Customer not only specifies the unique identifier but also provides additional information, the Bank shall only be liable for the execution of the respective payment operation based on the unique identifier provided by the Customer.
- 10.27. Where the Customer (payer) has initiated a payment order, the Bank shall be liable for the appropriate execution of the respective payment operation. Where the Bank can prove to the Customer (payer) and, in certain cases, to the payee's payment service provider that the payee's payment service provider has received the amount of the respective payment operation, the payee's payment service provider shall be liable in respect of the payee for the appropriate execution of the payment operation.

- 10.28. Where liability attaches to the Bank as the payer's payment service provider pursuant to clause 10.26 of these Conditions, the Bank shall immediately refund to the Customer (payer) the amount of the respective non-executed or inappropriately executed payment operation or restore the balance of the payment account from which that amount was withdrawn that would have been had the inappropriately executed payment operation not been executed and ensure that the Customer (payer) do not incur any loss by reason of any interest payable to the Bank or receivable from the Bank.
 - 10.29. Where liability attaches to the Bank as the payee's payment service provider pursuant to clause 10.26 of these Conditions, the Bank shall immediately credit the amount of the respective payment operation to the payment account of the Customer (payee) and/or provide the Customer (payee) with an opportunity to dispose of that amount. Where the Bank, upon receipt of the amount of the respective payment operation intended for the Customer (payee), cannot credit it to the Customer's (payee's) account, the Bank shall immediately, but in any case within 2 (two) business days, refund the amount of the payment operation to the payer.
 - 10.30. At the Customer's request, the Bank shall pay to the Customer for the delayed execution of a payment operation or unjustified restriction on the funds in the account at the fault of the Bank a penalty of 0.02%, for each day of delay, of the amount of the delayed payment operation or of the payment operation unjustifiably restricted at the fault of the Bank.
 - 10.31. The Bank shall not be liable for any additional costs or indirect damages (foregone earnings, income, etc.) incurred by the Customer and relating to a non-executed or inappropriately executed payment operation.
 - 10.32. Where, following initiation by the Customer (payer) of a payment order, the payment operation is not executed or is executed inappropriately, the Bank as the payer's payment service provider must in all cases, at the Customer's (payer's) request, immediately take steps to identify the reasons and notify the Customer (payer) about the search outcome.
 - 10.33. Where the Customer (payee) initiates a payment order or a payment order is initiated through the Customer (payee), the Bank, as the payee's payment service provider, shall immediately forward the payment order to the payer's payment service provider. The Bank, as the payee's payment service provider, shall be liable in respect of the Customer (payee) for the appropriate forwarding of the payment order to the payer's financial service provider.
 - 10.34. Where a payment operation, for which the payee's payment service provider is not liable pursuant to clause 10.32, is not executed, the Bank shall be liable in respect of the Customer (payer) and the Bank shall immediately refund to the Customer (payer) the amount of the non-executed payment operation or restore the balance of the payment account from which the amount was withdrawn.
 - 10.35. Where, following initiation by the Customer (payee) or through the Customer (payee) of a payment order, the respective payment operation is not executed or is executed inappropriately, the Bank as the payee's bank must in all cases, at the Customer's (payee's) request, immediately take steps to identify the reasons and notify the Customer (payee) about the search results.
 - 10.36. The Bank shall be liable to the Customer for commission fees and interest, which are attributed to the Customer by reason of the non-execution or inappropriate execution of the respective payment operation at the fault of the Bank. The Bank shall also compensate to the Customer for the interest, which is attributed to the Customer by reason of the delayed execution of the respective payment operations at the fault of the Bank.
 - 10.37. No liability shall attach to the Bank or the Customer in the presence of any extraordinary and unforeseen circumstances, which the party requesting that these circumstances be taken into account could not have controlled and whose consequences would be inevitable despite all effort to prevent them, or where this is envisaged in other legal acts regulating the operations of the Bank.
 - 10.38. The Customer (payer) shall be entitled to recover from the Bank the total amount of an authorised and executed payment operation initiated by the payee or through the payee subject to satisfaction of both of the following conditions: the exact amount of the payment operation has not been specified at the time of authorising the payment operation; the amount of the payment operation exceeds the amount, which the Customer (payer) could have reasonably expected with consideration of its earlier costs, provisions of the respective agreement and other circumstances, with the exclusion of those relating to currency exchange, whereby in the process of executing the payment operation a currency exchange rate agreed on by the Customer (payer) with the Bank was used. Where the Customer (payer), at the time of granting consent to execute payment operations initiated through the payee, specifies a limit of such operations (a single operation or several operations executed over a certain period of time), it shall be deemed that it could have reasonably expected that amount of the respective payment operations.
- Where the Customer is not a consumer, the provisions of this clause shall not apply and the Customer shall not be entitled to regain the amount of the aforementioned payment operation.
- 10.39. At the Bank's request, the Customer (payer) shall provide data about the conditions specified in clause 10.38 of these Conditions.
 - 10.40. The Customer (payer) shall not be entitled to a refund of the amounts of any payment operations initiated through the payee pursuant to clause 10.38 of these Conditions, if the payer has granted consent to execute the respective payment operation directly to the Bank and the Bank or the payee has provided to the Customer (payer), in the agreed manner, information about the to-be executed payment operation or provided conditions to familiarise itself with that information at least 4 weeks before the scheduled date of execution of the payment operation.

- 10.41. The Customer (payer) that is a consumer shall be entitled to request that the Bank refund the amount of a payment operation initiated through the payee within 8 weeks from the date the funds are withdrawn from the payment account.
 - 10.42. Upon receipt of a request to refund the amount of a payment operation from the Customer (payer) that is a consumer, the Bank shall, within 10 business days, refund the total amount or specify the reasons for which it refuses to refund and the procedure according to which the refusal may be contested.
 - 10.43. Following refund to the payer, in the cases and according to the procedure prescribed by these Conditions above, of the amount of the respective payment operation, the payee (Customer) of the amount of the payment operation must immediately refund to the Bank the amount of the payment operation that was transferred to its (payee's) payment account and agrees that the Bank, according to the procedure prescribed by clauses 5.3 and 5.6 of these Conditions, withdraw the commission fee for the payment operation from its (payee's) accounts in the Bank.
 - 10.44. The Customer is aware that, in the process of executing of the Customer's (payer's) payment order presented to the Bank, foreign credit institutions and payment systems may be obligated, pursuant to laws of the country in which they operate, to disclose information about the Customer (payer) to competent State authorities.
11. Amendment of agreements
 - 11.1. The Bank shall be entitled to amend an agreement concluded with the Customer, the conditions of provision of payment services and/or the Price List. The Bank shall notify the Customer, which is a consumer, about amendments to the agreement, the conditions of provision of payment services or the Price List at least 60 calendar days before the effective date of the amendments (in case the Customer is not a consumer: at least 30 calendar days before the effective date of the amendments, unless the parties agree differently). The Customer may either agree to or reject the amendments earlier than the proposed effective date of the amendments. The aforementioned notice about amendment of the respective agreement and/or the Conditions and/or the Price List shall be given to the Customer in person and published. It shall be deemed that the Customer agrees to the respective amendments and the amendments shall become effective on their effective date, if the Customer does not notify the Bank about its disagreement before the effective date of the amendments. In this case, the Customer shall be entitled to immediately and without paying any commission fee terminate the respective agreement before the effective date of the amendments.
 - 11.2. Where the Customer does not avail of the right to terminate the respective agreement until their effective date, it shall be deemed that the Customer agrees to the respective amendments.
 - 11.3. The Bank shall be entitled to notify the Customer of any amendments not aggravating the situation of the Customer without observing the above time limits set in this clause. The setting of a commission fee for new services shall not be considered an aggravation of the Customer's position.
12. Validity and termination of agreements
 - 12.1. The Framework Agreement shall remain effective for an unlimited term, unless the agreement provides differently.
 - 12.2. A one-time payment operation agreement shall remain effective until the date of execution of the respective one-time payment operation set in the agreement.
 - 12.3. Other agreements regarding the provision of payment services shall remain effective for the terms set therein.
 - 12.4. The Customer shall be entitled to terminate the Framework Agreement and other concluded agreements by notifying the Bank to that effect at least 30 days prior to termination.
 - 12.5. The Bank shall be entitled to charge the commission fee set in the Price List for termination of an agreement, if the Customer terminates the agreement unilaterally and 6 months have not passed since the date of conclusion of the agreement.
 - 12.6. Where an agreement is terminated by the Customer that is a consumer, the Bank shall provide, free of charge, information about the payment operations executed by the Customer in the respective payment account over the past 36 months. This information shall not be provided where the Customer that is a consumer refuses to receive such information by notifying the Bank of that in writing by means of a paper document or using other durable medium.
 - 12.7. The Bank may terminate an agreement concluded for an unlimited term by notifying the Customer that is a consumer about the termination at least 60 calendar days before the termination date and by notifying the Customer that is not a consumer at least 15 calendar days before the termination date, except in cases where laws provide differently.
 - 12.8. The Bank may also terminate a concluded agreement by notifying the Customer about that 60 (sixty) calendar days before the date of termination of these Conditions, if the Customer has not executed any payment operations for more than 12 (twelve) months.
 - 12.9. The Customer shall pay the commission fee that is regularly charged for payment services proportionally until the date the respective agreement is terminated. Where the commission fee is paid in advance, it shall be refunded proportionally in case the Customer is a consumer.
 - 12.10. Any payment operations initiated under an agreement before the date the agreement is terminated shall be completed according to the provisions of the agreement valid until the date the agreement is terminated, except in cases where the Bank and the Customer agree differently.
 - 12.11. In cases envisaged in the Law on Payments of the Republic of Lithuania, these Conditions or individual agreements, the Bank shall be entitled to terminate the respective agreement immediately or refuse to execute or initiate the respective payment operation.

13. Handling of complaints and protection of Customer rights
- 13.1. All and any agreements concluded by the parties shall be governed by law of the Republic of Lithuania.
- 13.2. The Customer shall be entitled to submit complaints to the Bank in connection with the Bank's actions, by which the Bank might have violated the requirements of laws and/or agreements regulating the provision of payment services and/or the Customer's legitimate interests. The Bank shall examine customer complaints free of charge.
- 13.3. The Bank shall examine the Customer's written complaints and provide the Customer with a comprehensive, substantiated and documented response in writing within 15 business days from the date the respective complaint is received. In exceptional cases where, for reasons beyond the control of the Bank, the Bank is unable to provide a response to the Customer within 15 business days, the Bank shall send to the Customer a preliminary response and specify the reasons for the delay to provide the response and the deadline by which the final response will be provided to the Customer. The deadline for providing the final response shall not exceed 35 business days.
- 13.4. Where the Customer believes that the Bank has violated its rights or interests, the Customer shall be entitled to go to court according to the procedure prescribed by law.
- 13.5. Regarding handling of complaints. Where the Customer is a consumer, the Customer may apply to the Bank of Lithuania to have its dispute with the Bank settled. The Bank of Lithuania is an alternative institution for settling disputes between providers of financial services and consumers. In this case, the Customer must adhere to the following procedure:
 - 13.5.1. Prior to applying to the Bank of Lithuania to have the Customer's dispute settled, the Customer must contact the Bank and specify the circumstances of the dispute and the Customer's claims. The Customer must contact the Bank within 3 months from the date on which the Customer becomes aware of the possible infringement upon its rights;
 - 13.5.2. In case where the Customer is not satisfied with the Bank's response or where the Customer does not receive any response from the Bank by the deadline set in clause 13.3 of these Conditions, the Customer may apply to the Bank of Lithuania to have its dispute settled within 1 year from the date the Customer contacts the Bank. In case the Customer misses the said deadline, the Customer shall lose the right to apply to the Bank of Lithuania in connection with the same dispute;
 - 13.5.3. The Customer may apply to the Bank of Lithuania to have its dispute with the Bank settled:
 - 13.5.3.1. Via the electronic dispute settlement tool Elektroniniai Valdžios Vartai (E-Government Gateway);
 - 13.5.3.2. By filling out the consumer application form, which is available on the internet website of the Bank of Lithuania, and sending it to the Supervision Service of the Bank of Lithuania to Žirmūnų g. 151, LT-09128, Vilnius, Lithuania, or e-mailing it to pt@lb.lt;
 - 13.5.3.3. By filling out an application in a free format and sending it to the Supervision Service of the Bank of Lithuania to Žirmūnų g. 151, LT-09128, Vilnius, Lithuania, or e-mailing it to pt@lb.lt.
 - 13.5.4. Further information about the procedure of examination of disputes is available on the internet website of the Bank of Lithuania at www.lb.lt/lt/daugiau-apie-gincius-su-finansiniu-paslaugu-teikeju#ex-1-4.
- 13.6. Regarding handling of complaints. Where the Customer believes that the Bank has violated the legal acts regulating the financial market, the Customer may submit a complaint to the Bank of Lithuania regarding the possible violations of the legal acts regulating the financial market.
 - 13.6.1. The Customer may submit a complaint to the Bank of Lithuania in writing or by e-mail:
 - 13.6.1.1. By sending a complaint to the following addresses: Totorių g. 4, LT-01121 Vilnius, Republic of Lithuania, or Žirmūnų g. 151, LT-09128 Vilnius, Republic of Lithuania;
 - 13.6.1.2. By sending a complaint to the following e-mail addresses: info@lb.lt or pt@lb.lt;
 - 13.6.1.3. By sending a complaint to the fax number +370 5 268 0038;
 - 13.6.1.4. By filling out the e-link in the respective section of the website of the Bank of Lithuania;
 - 13.6.1.5. In other manners specified by the Bank of Lithuania.