

## Terms of services for merchants

For Clients who started using the services after 03/07/2023, valid from 03/07/2023

For Clients who started using the services before 03/07/2023, valid from 03/07/2023

### 1. Definitions

- 1.1. The terms used in this document shall have the meanings set out below:
  - 1.1.1. AML/CTF means anti-money laundering/ counter terrorist financing.
  - 1.1.2. Bank means AB Mano Bankas, legal entity code 112043081, registered address S. Moniuškos g. 27, LT-08115, Vilnius, Republic of Lithuania. The Bank holds a Specialised Banking Licence No.1 issued by the Bank of Lithuania by decision of the European Central Bank, which authorises it to provide the financial services specified in its licence. The Bank's e-mail address: hello@mano.bank, phone No. +370 5 2409389.
  - 1.1.3. Merchant means a legal entity who uses, has used or has expressed a wish to use the Services provided by the Bank.
  - 1.1.4. Merchant Framework Agreement means an agreement concluded between the Merchant, the Bank and the Company allowing the Merchant to access Company's services rendered under Terms of PAYSTRAX's Merchant Framework Agreement on Payment Service and Bank's Services rendered under these Terms.
  - 1.1.5. Company means PAYSTRAX, AB, legal entity code 304888494, registered address Vilnius str. 31 / Islandijos str. 1, 01402 Vilnius, Republic of Lithuania. The Company holds payment institution licence No. 40 issued by the Bank of Lithuania, which authorises it to provide the financial services specified in its licence. The Company's contacts are provided in the Merchant Framework Agreement.
  - 1.1.6. Party or Parties mean the Bank and the Merchant both together and each separately.
  - 1.1.7. Privacy Policy means the rules adopted by the Bank which regulate the processing of personal data. The Privacy Policy is available at Website.
  - 1.1.8. PAYSTRAX Privacy Policy - means the rules adopted by the Company which regulate the processing of personal data. The PAYSTRAX Privacy Policy is available at Company's website.
  - 1.1.9. Services mean services provided by the Bank to the Merchant under section 3 of these Terms.

1.1.10. Terms mean these Mano.bank Terms of Service for Merchants.

1.1.11. Website means the Bank's website available at [www.mano.bank](http://www.mano.bank).

1.1.12. KYC means know Your client.

1.2. Other terms shall have the meaning as per the Terms of PAYSTRAX's Merchant Framework Agreement on Payment Service.

## 2. General provisions

2.1. The Terms shall apply to the relations between the Bank and the Merchant both before the Merchant enters into the Merchant Framework Agreement and when the Bank provides Services to the Merchant in accordance with the Terms.

2.2. The Merchant shall be familiarised with the Terms on the Website. The Merchant shall be deemed to have approved these Terms once the Merchant concludes Merchant Framework Agreement.

2.3. Each provision of the Terms shall be read in conjunction with the Merchant Framework Agreement, Privacy policy and other documents or service descriptions published by the Bank applicable to the provision of the Services.

2.4. If the text of the Terms is written in different languages, i.e. Lithuanian and another language, and if there is a conflict of understanding and interpretation of the texts in the different languages, the English text shall prevail

2.5. In addition to the Terms, the relationship between the Bank and the Merchant shall also be governed by the laws of the Republic of Lithuania and other legal acts, as well as the principles of reasonableness, justice and fairness.

## 3. Services

3.1. The Parties agree that the Bank shall act as Merchant's representative in relations with the Company as per Merchant Framework Agreement, i.e.:

3.1.1. transfer Merchant's data and/ or documents to the Company needed to perform KYC procedures of the Merchant and to decide whether to conclude Merchant Framework Agreement, conclude and perform the Merchant Framework Agreement or that might be required under the Card scheme company rules and/ or applicable regulations, including but not limited to the data/ documents provided by the Merchant to the Bank in the course of their relationship;

3.1.2. act as a main contact point for the Merchant with regards to the conclusion and implementation of the Merchant Framework Agreement, i.e. answering Merchant

questions related with the Merchant Framework Agreement, connecting to the Company's gateway and obtaining information/ data, consultation and explanation of fee calculation payable pursuant to the Merchant Framework Agreement, payment services rendered by the Company, approaching the Company to obtain information required by the Merchant from the Company, etc.;

3.1.3. providing Merchants with the trainings as may be required by the Company.

- 3.2. In order the Bank could render the Services, the Merchant agrees and obligates to provide to the Bank any and all required information, documents and/ or data in the reasonable period of time. The Merchant confirms that the Bank shall bear no liability in case the Merchant failed to provide information, documents and/ or data to the Bank.
- 3.3. For the sake of clarity, the Parties confirm that the Bank shall not be considered as a representative of the Merchant in the identity establishment process performed by the Company pursuant to the AML/CTF regulation, as well as shall not act as an agent or outsource service provider of the Merchant and/ or the Company.
- 3.4. The Parties also confirm that that the Bank shall not provide financial services within the scope of the Merchant Framework Agreement. Financial services shall be provided by the Company and the Bank shall not be liable for the quality of the Company's services and/ or any other actions of the Company.
- 3.5. The Parties agree that the Merchant may also use other services of the Bank that are necessary for the Company's proper settlement with the Merchant, such as a current bank account. These services are subject to separate agreements concluded between the Merchant and the Bank.
- 3.6. The Merchant also allows and agrees that the Bank shall attend, cooperate and participate in the periodic audits, random internet site visits as may be reasonably requested by the Company. In connection to such audits or site visits, the Bank shall have right to (i) make available to the Company all pertinent books and records such that the Company can properly evaluate the performance of the Merchant; (ii) make available all information reasonably necessary to satisfy the purpose of the audit/ site visit.

## **4. Liability**

- 4.1. The Merchant shall be fully liable to the Company under the Merchant Framework Agreement and should compensate any direct or indirect damages the Bank incurred due to the Merchant's violation of the Merchant Framework Agreement. To this extent the Merchant gives consent to the Bank to debit amounts payable by the Merchant to the Bank from the Merchant's any account opened with the Bank.
- 4.2. The Merchant shall be liable towards the Bank for the proper provision or information/ data that might be requested and transferred to the Company.

- 4.3. The Bank shall only be liable for the Merchant's direct losses that have occurred due to the fault of the Bank. Maximum amount of Bank's liability to the Merchant equals 50% of fees the Merchant has paid the Company according Merchant Framework agreement during recent year.
- 4.4. The Bank's responsibility related to the transfer of Merchant's data and/ or documents is limited only to the proper transfer of Merchant's data and/ or documents to the Company. The Company shall be held liable for any further processing and transfer of Merchant's data and/ or documents.

## **5. Validity and changes**

- 5.1. The Terms become valid after the Merchant applies to the Bank for conclusion of the Merchant Framework Agreement.
- 5.2. These Terms shall be valid until termination of the Merchant Framework Agreement.
- 5.3. The Bank may terminate these Terms by notifying the Merchant in advance before reasonable period of time.
- 5.4. The Bank shall have the right to unilaterally change any of the terms of these Terms. The Bank shall inform the Merchant of any amendments to the Terms at least 30 (thirty) calendar days prior to the date of entry into force of such amendments. If the Merchant does not agree with the amendments to the Terms, the Merchant shall have the right to terminate the Terms. The Merchant shall notify the Bank without delay in writing of the termination of the Terms prior to the effective date of such amendments.

## **6. Processing of merchant's data**

- 6.1. Bank's procedure for processing the personal data of the Merchant's representatives and beneficial owners, and the time limits for storing the data are set out in the Privacy Policy.
- 6.2. After the Company receives personal data related to Merchant (including it's beneficial owners and directors) as specified in the Terms (including but not limited to clauses 3.1.1 and 3.6), the Company acts as the controller of such personal data. The Banks bears no responsibility and liability for Company's actions related to the processing of personal data related to Merchant (including it's beneficial owners and directors).
- 6.3. Company's procedure for processing the personal data of the Merchant's representatives and beneficial owners, and the time limits for storing the data are set out in the PAYSTRAX Privacy Policy.

## **7. Dispute resolution**

- 7.1. Disputes between the Bank and the Merchant shall be settled by good faith negotiations
- 7.2. If the Parties have not settled the dispute amicably, they have the right to go to court. Disputes shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania before the competent court in Vilnius city.

## **8. Applicable law**

- 8.1. The Terms shall be governed by the laws of the Republic of Lithuania.