

GENERAL SERVICE AGREEMENT

Effective date: 25.10.2022

1. Terms Used in the Agreement

- 1.1. The Institution is UAB “Pervesk”, company code 304186270, registered address Gedimino Ave. 5-3, LT-01103 Vilnius, the Republic of Lithuania (email address support@finrax.com), acting as an electronic money institution licensed in the Republic of Lithuania (electronic money institution license No. 17, Issuing and Supervisory Authority – Bank of Lithuania, www.lb.lt; data about the Institution are collected and stored in the Register of Legal Entities of the Republic of Lithuania, the registrar – State Enterprise Center of Registers). Institution uses the trademark “Finrax” and acts as a partner of Finrax due to provision of the services, indicated in 3.1., accessible via the Website.
- 1.2. Electronic signature is a means of safe electronic and mobile electronic signature issued by third parties, which the Institution deems to be the Means of Identification and which are used instead of the written signature of the Client and are intended to identify the User and to confirm the Orders submitted by the User to the Institution using Electronic Channels.
- 1.3. Electronic Money is money deposited/transferred to the Account managed by the Institution on behalf of the Client for the purpose of making payments (in the Agreement, Electronic Money can be simply referred to as funds).
- 1.4. Means of Identification are the login or code, registration password, or other means of authentication provided to the Client by the Institution for the purpose of verifying the User’s identity.
- 1.5. Workday of the Institution is the day when the Institution carries out the activities necessary for the execution of payment transactions.
- 1.6. Client is a person who has concluded this Agreement with the Institution. Client details are provided to the Institution upon conclusion of this Agreement.
- 1.7. Order is an instruction issued by electronic channels to the Institution regarding management of funds in the Account or an instruction related to other actions regarding management of the Account or the services provided by the Institution.
- 1.8. Account is an electronic money and payment account in the IBAN (*International Bank Account Number*) form opened by the Institution on behalf of the Client to which the Client can deposit/transfer funds and store them, execute fund transfers and other payment transactions allowed by the Institution. Account can be accessed only via the Website. Client’s IBAN number is provided in the Website.
- 1.9. Website is finrax.com, where services of the Institution under the trademark “Finrax” may be found. In the context of this Agreement Website also means special internet banking platform, accessible via domain ib.finrax.com, where services of the Institution are provided.

- 1.10. Standard Rates are the rates approved by the Institution for the provision of services and transactions that are an integral and inseparable part of this Agreement.
- 1.11. User is a Client or a representative of the Client specified in the Agreement (a natural person) who has the right to manage the Client's Account using electronic channels and whose details were provided to the Institution upon conclusion this Agreement.
- 1.12. Unique Identifier is the Account number assigned to the Client by the Institution, which uniquely identifies the electronic money and payment account used for the payment transaction.
- 1.13. Other terms used in the Agreement are in accordance with the terms defined by the Law on Payments of the Republic of Lithuania and the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania.

2. Application of the Agreement

- 2.1. The Agreement applies to all Clients, who concluded this Agreement or any other agreement with the Institution via the Website, regardless of what kind of Institution's services the Client uses, including one-time electronic money and payment services, as well as services provided according to the specific service agreement or any other Institution's Electronic Money and Payment Services used by the Client.
- 2.2. The Agreement, together with all annexes, amendments, supplements and references to the Website or other websites, is an integral and inseparable part of each Agreement concluded between the Institution and the Client regarding provision of a particular service and is applicable to the Client from the moment of its conclusion.
- 2.3. If there are contradictions or inconsistencies between the specific service agreement (Annex) and this Agreement, then the terms of the specific service contract (Annex) shall apply, unless otherwise specified therein.

3. Subject of the Agreement

- 3.1. The Institution hereby undertakes to issue, hold and redeem electronic money, provide the payment services specified on the Website, and provide the User with the opportunity to submit the Orders by electronic digital means and thus manage the funds in the Account. Unless otherwise specified in the Agreement, the User, who has signed this Agreement, shall be entitled, using electronic communication means, to manage all Client's Accounts opened at the Institution, including the Accounts which the Institution will open for the Client in the future after the signing of this Agreement, in which the Institution is authorized to perform operations, and to use other services provided by the Institution (including the electronic signing of contracts) if the Institution permits such actions.

4. The Institution Undertakes:

- 4.1. To provide, for the fees established by the Institution, Electronic Money and Payment Services, issue or change the Means of Identification for the Client or the User that are used for accessing the Account by electronic communication means and submission of Orders;
- 4.2. Deem the User's identity to be confirmed and allow the User to use the remote electronic services, provided the correct User Identification Means were used during the login to

the Account. Orders, applications, notices or other actions performed by the User by electronic communication means shall be separately approved using appropriate Identification Means;

- 4.3. To execute the Orders submitted by the User using electronic channels within the terms indicated in the Agreement and/or the legal acts, provided:
 - 4.3.1. The Orders submitted by the User using electronic means of communication to execute transactions in the Account meet the conditions of the Agreement, the requirements of legal acts and other requirements established by the Institution;
 - 4.3.2. The Account has sufficient funds for the execution of the submitted Order and the fee for the execution of the Order according to the rates approved by the Institution;
 - 4.3.3. The funds in the Account are not seized and there is no other restriction on the management of funds in the Account;
 - 4.3.4. The Orders are not subject to any restrictions stipulated by other legal acts or the Account Agreement concluded between the Institution and the Client, when the Institution is entitled or obliged not to execute the Orders to debit funds from the Client's Account;
 - 4.3.5. The Client does not exceed the transaction limit imposed by the Institution on a particular Means of Identification or the Account or chosen by the Client.
- 4.4. Provide advice to the Client on using the Account remotely.
- 4.5. To provide, on paper or on another durable medium (including e-mails), information on the terms and conditions of this Agreement and the provision of Electronic Money and Payment Services to the Client.

5. The Client or the User Undertakes:

- 5.1. To comply with the obligations and requirements of the Agreement and the legal acts;
- 5.2. To ensure that the Account and the Means of Identification provided will only be used and accessed by the Users specified in the Agreement;
- 5.3. To deem that the User's Identity is established and the Orders, notices or other actions submitted to the Institution using the electronic communication means are properly authorized and assume all obligations arising from such actions if the appropriate User Means of Identification were used at the time of the remote login to the Account and the submission of the Orders;
- 5.4. To ensure the security of the Means of Identification and payment instruments provided by the Institution, to take actions to protect the individual security features of the Means of Identification and payment instruments; not to write down the data of the Means of Identification and payment instruments on the items hold together with them in one place; not to allow third parties to access and/or manage them. If the User suspects that the Means of Identification or the payment instrument is or can be used without authorization, the User has lost it, it has been seized by other person, or the User cannot manage it for other reasons, the User shall immediately, and not later than within one working day, inform the Institution about it.
- 5.5. To pay the transaction and service fees approved by the Institution and to ensure that the Account has sufficient funds to execute the Orders and pay the applicable fees for issuing and changing of the Means of Identification and payment instruments, for the

execution of Orders provided by electronic communication means and other services provided by the Institution;

- 5.6. Upon expiry of the Agreement and/or its termination or at the request of the Institution, to return the Means of Identification to the Institution;
- 5.7. To provide the Institution with the right to record communication between the Institution and the Client/User using telephone or other communication means, when the Client/User requests to block the provision of remote electronic services or to cancel this blocking. Communication records are considered evidence in possible disputes.
- 5.8. Immediately, but not later than within three working days, to inform the Institution if the Client's address, account numbers, mobile telephone number or other information and contact details provided to the Institution change. If the Client fails to comply with this requirement, the Client can not make any claims and objections that the actions of the Institution carried out using the latest known details of the Client, do not conform to the Agreement or that he has not received any communications sent using those contact details.
- 5.9. At his own expense, upon request of the Institution, to submit all documents and information required by the Institution within the deadline specified by the Institution. The Client undertakes to submit the documents in the form and language as requested by the Institution. If the Client violates the obligations stipulated in this clause, the Institution has the right to demand that the Client compensates for losses caused by the violation (including, but not limited to, the costs for the translation, delivery, and approval of the documents).
- 5.10. To guarantee and to ensure that any documents and information submitted by the Client or the User to the Institution are correct, accurate, and complete.
- 5.11. To actively participate in any investigation related to the Client's or User's Account, activity or payment transactions, to cooperate in providing the Institution with all information and documents requested by the Institution.
- 5.12. To prevent any other unauthorized persons and persons unknown to the Institution from using the Account and/or services on behalf of the Client.

6. Provision, Use, Change, and Blocking of the Means of Identification

- 6.1. The Institution and the Client agree that the Means of Identification provided to the User by the Institution are used to confirm the User's identity. If a valid Means of Identification of the User have been used at the time of login to the Account, the User's identity is deemed to have been confirmed. Orders, requests, messages or other actions carried out by the User using electronic means of communication will only be executed when they are confirmed by the Electronic Signature or other Mean of the Identification, the Institution required to apply. Orders electronically submitted to the Institution and approved using the Means of Identification, are in all cases deemed equivalent to the orders signed by the Client and submitted to the Institution; and the agreements concluded with the Institution using electronic means of communication are in all cases deemed equivalent to the signed agreements concluded between the Client and the Institution.
- 6.2. The User uses the services of the Institution via the Website, by accessing the server specified by the Institution. The Institution identifies the Client by the login name or code

given to the User or the Electronic Signature or other Mean of Identification, the Institution accepts. The login name or code is given to the User upon signing the Agreement and is valid for the whole period of validity of the Agreement.

- 6.3. The Client undertakes to ensure that the Means of Identification will only be known to the Clients specified in the Agreement, and neither the Client nor the User will transfer them to third parties. If, due to the fault of the User, the Means of Identification are used by a person who does not have such right, the Order received by the Institution, its change or cancellation is deemed to be submitted by the User.
- 6.4. If the User has lost mobile phone with the electronic signature certificate installed, and if there is a possibility that it has been or can be unlawfully used by third parties to access the Account, the Client or the User undertakes to immediately, but not later than within one business day, submit to the Institution a request to block the Account and the provision of services. The request can be presented orally, by phone indicated in the Website, in writing, by e-mail or remotely submitting a request signed by the Electronic Signature. When submitting the request, the Client or the User must indicate his/her full name, personal identification number and the reason for which the provision of services is requested to be blocked. The Institution is entitled to require additional information to identify the person submitting the request. The Institution blocks the provision of services on the basis of the received request.
- 6.5. The Institution also has the right to block the use of the Account and the provision of services:
 - 6.5.1. If the Institution has been notified of the loss or disclosure of the Means of Identification to a third party, or there are reasonable grounds for believing that the Means of Identification or other sensitive information of the Client may become known or has become known (available) to third parties;
 - 6.5.2. If incorrect verification passwords from the Means of Identification were submitted three times in a row before the use of the Institution's services;
 - 6.5.3. If the Client does not provide the Institution with the information and/or documents which he/she is required to submit to the Institution in accordance with this Agreement or other agreements between the Institution and the Client or legal regulations;
 - 6.5.4. If there are objectively justified reasons related to the security of the Client's funds;
 - 6.5.5. If it is suspected that the Account, the payment instruments and/or funds are used or may be used for illegal, fraudulent or criminal conduct;
 - 6.5.6. If the Client violates the terms of this Agreement or other agreements between the Institution and the Client and/or legal acts;
 - 6.5.7. If it is suspected that the Account, payment instruments and/or funds may be unlawfully used by unauthorized third parties;
 - 6.5.8. If the Institution has suspicions about the identity of the Client and/or his representative and/or origin of funds;
 - 6.5.9. In other cases provided for in this Agreement, other agreements between the Institution and the Client and legal acts.
- 6.6. The blocking of the access to the Account and services is revoked upon submission of a written request or upon remote submission of the request verified by the Electronic Signature. The Institution has the right to refuse to revoke the blocking if there are

reasons to believe that the reasons for blocking have not been removed. If the access to the Account and services has been blocked at the Institution's initiative, the blocking is only revoked when, according to the Institution's evaluation, there are no more reasons for blocking.

- 6.7. The Institution is not liable for Client's losses arising from the use of the Account and its blocking and revoking thereof, if the Institution has acted in compliance with the terms and conditions stipulated in the Agreement or legal acts.

7. Execution of Payment Transactions

- 7.1. In order to make a payment transaction, the User, having electronically logged in using the server address specified by the Institution and using the Means of Identification, shall instruct the Institution regarding the execution of a particular payment transaction, and shall provide the Unique Identifier and/or other information required by the Institution. The Order and the payment transaction data are submitted electronically prior to the execution of the payment transaction. Other submission methods are only possible on the basis of a separate agreement between the Client and the Institution. The submission of the Order is deemed to be the consent of the User to authorize the payment transaction. Until the execution of the Order, the User has the right to cancel the payment transaction following the same procedure.
- 7.2. The Client agrees with the fact that the Institution, when executing the Client's Order and the payment transaction, transfers the data related to the Client, his personal and other data, the Order and the payment transaction to third parties related to the execution of the Order and the payment transaction.
- 7.3. The Institution has the right to refuse to execute the Order and payment transaction and to start the inspection if the Institution has any suspicions that the Order and payment transaction may violate or violate this Agreement, any other agreements between the Client and the Institution, and/or legal acts, or there are suspicions that the Order was not submitted by the Client or his legal representative, illegal funds may be used for execution of the Order, if there are insufficient data or other deficiencies in the Order, as well as in the failure of interbank and/or other financial systems, there are other unusual market conditions, important technical or other reasons, or the risk associated with the execution of the Order is too high and unacceptable to the Institution.
- 7.4. The Institution shall credit the funds to the Account and debit the Account according to the Unique Identifier specified in the Order received by the Institution. If, in addition to the Unique Identifier, the Order contains additional information, the Institution is only responsible for the execution of a payment transaction in accordance with the Unique Identifier specified in the Order. The Institution has the right not to check whether the Unique Identifier is in compliance with the Account holder's name and surname. If the Institution carries out such an inspection and identifies the apparent mismatch between the Unique Identifier and the Account holder's name and surname submitted to the Institution, the Institution shall be entitled to refrain from executing such a payment transaction.
- 7.5. If the User, when submitting the Order, indicates a Unique Identifier, such Order is considered to be executed properly if it has been executed according to the specified Unique Identifier. If the Unique Identifier provided by the User is incorrect, the Institution

shall not be liable for failure or improper execution of the payment transaction, but shall make an attempt to recover the funds of the payment transaction. If the User specifies not only the Unique Identifier but also provides additional information, the Institution shall only be responsible for the execution of payment transactions in accordance with the Unique Identifier specified by the User.

- 7.6. The Order is deemed received at the Institution (the count down for the execution of such an Order begins) on the day it is received, and if the receipt of the Order is not an Institution's business day, it shall be presumed that the Order has been received on the next business day of the Institution. An Order received by the Institution on the Institution's business day past the time set by the Institution is deemed to have been received on the next business day of the Institution.
- 7.7. The Institution has the right to determine the mandatory information to be submitted to the Institution in order for the Order to be properly executed. The Client's Order shall comply with the requirements established by the Institution, the agreements concluded between the Institution and the Client and the legal requirements for the submission of the Order and/or its content. The Client's Order shall be worded clearly, unambiguously, executable, and it shall clearly express the will of the Client. The Institution is not liable for any errors, inconsistencies, repetitions and/or contradictions contained in the Client's Order, including, but not limited to, the accuracy of the Client's details.
- 7.8. The Institution and the Client may agree on a limit on the payment transactions, which shall also be indicated to the Client on the Website and/or the Account. The Institution also has the right, unilaterally, without the Client's consent to impose the limits on the Account, payment transactions and other services provided by the Institution. Primary limits are set by the Institution and shown in the Website. Client has a right to change them by taking respective actions on the Website within the frames set by the Institution or by separate agreement with the Institution.
- 7.9. Any funds received by the Institution from or on behalf of the Client are not considered a deposit or other refundable funds, the Institution does not pay interest on it.
- 7.10. Depending on the agreement between the Parties, execution of the Order may be started on a specific day or at the end of a certain period or on the day when the Client submits funds to the Institution.
- 7.11. The Institution grants the possibility for the Client to use the funds received in the Account as soon as this amount is credited to the Institution's account opened in a bank or other financial institution and the Institution receives all the information necessary for that, provided that the funds are received before the latest time for crediting funds specified in the Agreement (or another official source published by the Institution).
- 7.12. When payment transactions are conducted in Euro in Lithuania or in other Member States of the European Union, the Institution undertakes to ensure that, upon receipt of the Order, the payment transaction is executed on the same business day (when the payer's and payee's accounts are both opened at the Institution) or at the latest by the end of the next business day of the Institution (when the payee's account is opened at another financial institution).
- 7.13. The duration of the provision of other services is defined in the respective service agreements, in the Standard Rates or on the Website (or in other official sources published by the Institution).

- 7.14. If the Client (the payer) has initiated a payment order, the Institution shall be responsible for the proper execution of the payment transaction. If the Institution can prove to the Client (the payer) and, when appropriate, the payee's payment service provider that the payee's payment service provider has received the payment transaction, the payment service provider of the payee is responsible to the payee for the proper execution of the payment transaction.
- 7.15. The Client must check at least once a month the information on payment transactions executed in the Account and to inform the Institution in writing (by email) about any unauthorized or inappropriately executed payment transactions, the funds that do not belong to the Client credited to the Client's Account and any other mistakes, inconsistencies or inaccuracies in the Account and in related payment transactions. The Client's notification must be submitted promptly, but not later than within 30 calendar days from the day the Institution has executed the payment transaction which is indicated by the Client as unauthorized or improperly executed. If the Client does not submit any such notifications by the specified time, he/she shall be deemed to have unconditionally agreed with the payment transactions executed in the Account.
- 7.16. The institution, having received the Client's notification about an unauthorized payment transaction and convinced that such transaction does not arise from intentional acts, gross negligence or dishonesty of the Client, shall immediately return the amount of the unauthorized payment transaction to the Client and restore the balance on the Account from which this amount was subtracted, should the unauthorized payment transaction would not have been performed, except in cases stipulated in this Agreement, where the Client has the responsibility for the unauthorized payment transaction.
- 7.17. The Institution has the right to debit the funds incorrectly credited to the Client's Account. If the Account does not have enough funds to debit the incorrectly credited funds, the Client undertakes, without any reservation, to return to the Institution the funds credited incorrectly within 3 (three) business days from the day the Institution's request is received.
- 7.18. The Client (the payer) has a right to receive back from the Institution the full amount of an authorized and already executed payment transaction initiated by the payee or via the payee, provided the following conditions are met: 1) the exact amount of the payment transaction was not indicated in when authorizing the payment transaction; 2) the amount of the payment transaction exceeds the amount which the Client (the payer) could have reasonably expected, taking into account his previous expenses, the terms of this Agreement and other circumstances, except for the circumstances related to the currency exchange, when the currency exchange rate was used in the course of the payment transaction, for which the Client (the payer) has agreed with the Institution in accordance with the procedure established by this Agreement and/or legal acts. At the request of the Institution, the Client (the payer) must provide information on the conditions specified in this clause.
- 7.19. The Client (the payer) has no right to receive back the amount of payment transactions initiated by the payee or via the payee, if the Client (the payer) has given the Institution consent to execute the payment transaction and the Institution has provided the Client (the payer), in a manner agreed upon, the information about the future payment transaction or provided the conditions for access to it at least four weeks before the

scheduled payment transaction is completed.

- 7.20. The Client (the payer) has the right to ask the Institution to return the amount of the authorized payment transaction initiated by the payee or via the payee within eight weeks from the day the funds were debited from the Account.
- 7.21. The Institution, upon receipt of an application for refund of the payment transaction, shall refund the full amount within ten working days or indicate the reasons for which it refuses to refund it, and if the Client (the payer) is a consumer, the Institution shall specify the procedure for appeal of such refusal.
- 7.22. When the payment transaction is initiated by the payee or via the payee, the Client (the payer) cannot cancel the payment transaction after the payment transaction has been sent or the Client (the payer) has given the consent to execute the payment transaction. The Institution is not responsible for the fact that the payee submits the payment order without complying with the terms established in the agreement with the Client (the payer).
- 7.23. If the amount specified in the Order is refunded due to reasons beyond the control of the Institution, the amount to be refunded shall be credited to the Client's Account. Fees paid by the Client for the execution of the Order are not returned to the Client, and the fees and expenses of the Institution related to the refund of money may be debited from the Client's Account.
- 7.24. The Institution is entitled to unilaterally, without the Client's consent, suspend the provision of services, the access to the Account, the issuance of Electronic Money, redemption and reception of payment transactions, authorization, payment of funds to the Client and/or third parties, if the Client in any way violates the legal acts, the Agreement or other obligations of his, or the Institution has reasonable suspicions that the Client may be in breach of his obligations. The suspension shall take place until the Client has eliminated the violations, provided the violation does not constitute grounds for termination of the Agreement.
- 7.25. All information on Electronic Money and payment transactions, their data, terms of execution, fees, etc. is available to the Client at any time by logging into the Account. By logging into the Account, the Client may also receive the Account Statement with this information.

8. Fees

- 8.1. The Client undertakes to pay for the issuance or change of the Means of Identification, to pay for the use of electronic services the fees specified in the Standard Rates and/or rates specified in the agreements concluded between the Institution and the Client; and the Institution shall be entitled, without a separate notice and Client's consent, during or after the execution of the payment transaction to debit the fees from any Client's Account opened at the Institution.
- 8.2. The fees for the specific services of the Institution, the currency exchange rate, their calculation, as well as other amounts payable to the Institution (including, but not limited to, the costs incurred by the Institution) are specified in the Standard Rates and on the Website.
- 8.3. The Client declares that, at the time of conclusion of this Agreement, he is familiar with the rates for the Institution's services and operations (including, but not limited to, the Standard Rates) and, when initiating services and operations, agrees to pay the

established fee, and, in addition, undertakes to hold in the Account an amount of funds that would cover the fees to be paid to the Institution and other amounts. If the Account does not have enough funds to execute the payment transaction and pay the fee for its execution, the Institution shall have the right not to execute such a payment transaction.

- 8.4. The Institution has the right to unilaterally change the fees and fees set forth in the Institution's agreements and/or the Standard Rates and undertake to publish them in accordance with the procedures established by the Institution's agreements and/or legal acts. The Parties agree that these changes are publicly available on the Website immediately after their entry into force.
- 8.5. When the Institution's refusal to execute a payment order is objectively justified, the Institution may charge a standard fee specified in the Standard Rates for such a refusal.
- 8.6. The Institution is entitled to charge a fee from the Client for the refund of funds if the payment transaction has not been executed or failed due to an incorrect unique identifier, other incorrectly provided/inaccurate Client's or User's information for execution of the payment transaction or if the refund arises from a violation of the Agreement by the Client or the User.
- 8.7. The Institution, in accordance with this Agreement, other agreements concluded between the Institution and the Client and legal acts, has the right to charge fees defined in the Standard Rates for the cancellation of the Order or the notice of refusal to execute the Order.
- 8.8. Additional or more frequent information provided at the request of the Client's or the transmission of information by means of communication other than those specified in this Agreement, may be subject to an extra fee specified in the Standard Rates.

9. Liability of the Parties

- 9.1. The Institution is liable for incorrectly executed transactions in the Account in accordance with the procedure established by the legal acts of the Republic of Lithuania.
- 9.2. The Client assumes full responsibility for the correctness of the information entered in the agreements and payment documents and Orders using remote electronic communication means.
- 9.3. The Client assumes full responsibility for all operations executed in the Account and concluded agreements using electronic communication means, provided the appropriate Means of Identification were used when logging to the services of the Institution.
- 9.4. The Client is liable for all losses incurred by the Institution due to incorrect information provided to the Institution, invalid documents, false payment orders and/or non-performance of other obligations stipulated in the Agreement.
- 9.5. The responsibility of the Institution for the identification of the User shall be limited only to verifying the Means of Identification provided to the User.
- 9.6. It is prohibited for the Client and the User to use the Means of Identification to perform or to allow third parties to perform any actions aimed at altering, disrupting or otherwise influencing the provision of the Institution's services (operation). In the event of such modifications or attempts, the Institution is exempted from any liability or obligation arising from the execution of this Agreement.
- 9.7. The Institution accepts no liability and is not responsible for the compliance of the Client's payment documents received using electronic communication means with their originals

and the accuracy or veracity of the data contained therein.

- 9.8. The Institution is not responsible for the fact that the Means of Identification chosen by the User was not functioning or was functioning improperly, the User did not have phone, computer, software or other equipment or because of the failure of this equipment or if the Client did not protect his/her passwords or the Means of Identification and, therefore, passwords or the Means of Identification have become known to other persons.
- 9.9. The Institution is not responsible for the fact that due to a failure in telecommunication networks the Client is unable to use the services of the Institution or because of the failure in telecommunication networks the information was corrupted, lost, etc.
- 9.10. The Institution is not responsible for the fact that due to technical works and/or disruption related to the use of the information technology used by the Institution, the Client is not able to use the services of the Institution, except for cases when that lasts for more than 24 hours and occurs due to the intentional or gross negligence of the Institution.
- 9.11. In the event of an executed payment transaction received from the Client by electronic communication means failing to correspond to the printed statement of this payment submitted by the Client, the Parties, in resolving their disputes, shall refer to the Client's payment transaction received by electronic communication means and the data defining it as the true indicator.
- 9.12. The Client or the User specified by him shall be jointly and severally liable for non-performance or improper performance of the Agreement. If the Client grants the User the right to manage the Account, the User shall be obliged to properly execute all obligations assumed by the Client in accordance with this Agreement.
- 9.13. The Client must fully compensate for the losses incurred by the Institution arising from the disclosure of the Means of Identification, mobile telephone (with the electronic signature certificate) or any other violation of this Agreement.
- 9.14. The Client (the payer) is liable for unauthorized payment transactions up to €150 when these losses are incurred due to: 1) the use of a lost or stolen payment instrument; 2) the illegitimate acquisition of the payment instrument if the Client (the payer) failed to protect personalized security features.
- 9.15. In the circumstances specified in Clause 9.14 of the Agreement, the Client (the payer) is liable for losses incurred by unauthorized payment transactions up to €50, provided the following conditions are met: 1) the payment transaction has been executed using the data authentication procedure which ensures the confidentiality of the Client, which uses two or more elements divided into the categories of knowledge, ownership and specificity, detailed in the legislation of the Institution's supervisory authority, where if one of them is compromised, the reliability of other elements are unaffected; 2) an element used for the Client's authentication procedure belongs to the category of ownership and it is protected against unauthorized copying and online theft, and its generated information can be used only once.
- 9.16. The Client (the payer) is liable for all losses arising from unauthorized payment transactions if the Client (the payer) has suffered from them acting in bad faith or due to gross negligence or willful misconduct of one or several of the obligations specified in Article 34 of the Law on Payments of the Republic of Lithuania.
- 9.17. In no event shall the Institution be liable for indirect Client's losses (including, but not limited to, loss of income) arising from the use of the services by the Client and/or on any

other basis.

- 9.18. If it is not precluded by the applicable law or otherwise stated in this Agreement, should the Institution breach this Agreement, the compensation payable to the Client by the Institution will not exceed the average of the fees paid by the Client the Institution in the last 3 months before the violation; but in any case not more than €5.
- 9.19. The Institution is not liable for the fact that the user was not able to access the third party external portal due to failures of the telecommunication networks for which the Institution is not responsible, or such failures resulted in the loss or corruption of the Client's authentication data transferred by the Institution to the third party.
- 9.20. The Institution is not responsible for the actions and mistakes of financial institutions and other entities involved in the process of payment transactions, as well as for illegitimate actions of other third parties and losses incurred by the Client due to Account blocking and/or suspension of services.
- 9.21. The Institution is not responsible for third party services and products and their quality, malfunctions of third party electronic systems while the Client is accessing third-party systems or is paying for the goods or services provided by third parties while using electronic services of the Institution; also, the Institution assumes no responsibility and does not guarantee that third parties will execute a transaction with the Client. Claims regarding electronic systems of third parties, their goods and services are not examined by the Institution; they must be provided directly to third parties.
- 9.22. A Party is released from liability for non-performance of the Agreement if it proves that the Agreement has not been executed due to a *force majeure*. The parties must notify in writing (including e-mail) about the occurrence of *force majeure* circumstances that prevent the fulfillment of the Agreement within 14 (fourteen) calendar days from the date of the occurrence of these circumstances.

10. Personal Data

- 10.1. The Client is informed that the Institution shall process the personal data of the Client which are necessary for the execution of this Agreement and the provision of services, as well as for the execution of other agreements between the Institution and the Client and the fulfillment of the aims provided for therein.
- 10.2. The Client undertakes to familiarize himself/herself with and comply with the rules established by the Institution for the processing of personal data, which are published on the Website or otherwise submitted to the Client. The Client is also required to ensure that the designated related and/or authorized persons, whose personal data the Client has submitted to the Institution, will familiarize themselves with the rules and conditions for the processing of personal data of the Institution before the date of signing the Agreement, and the persons related to the Client will familiarize these terms and conditions.
- 10.3. The Institution undertakes to process the Client's personal data in compliance with the legal acts regulating the processing of personal data.

11. Conditions for Correspondence Between the Institution and the Client

- 11.1. The Agreement is concluded and all communications between the Parties are sent in Lithuanian and, if the Client is a foreigner, in English, unless the Parties agree on another

language acceptable to them or the Website indicates that another language is acceptable to the Institution. All notices (including information on payment transactions) to the Client are sent by the Institution to the Client by email, submitted to the Account, uploaded on the Website or provided by other electronic channels. Information about the Account and payment transactions shall be provided to the Client on a regular basis, at least once a month. The Client is also able to access the information relevant to him when logged in to the Website and the Account.

- 11.2. The Client has the right to receive information on the terms and conditions of this Agreement and payment services in writing or by e-mail; he can also find the terms of this Agreement and the provision of payment services on the Website at any time.
- 11.3. The Client submits his notices to the Institution by e-mail or via the Website, or he may also contact the Institution by telephone or other means specified on the Website. The Institution has the right to request the Client to send a message, information or documents at a particular time in any other manner and form requested by the Institution (e.g., by registered mail, etc.), and the Client undertakes to do so at his own expense.
- 11.4. Notices, information or documents submitted by the Client are deemed received by the Institution when the Institution confirms to the Client that the relevant notice, information or document has been received.
- 11.5. Notices sent to the Client by the Institution cannot be considered as an offer by the Institution to the Client to conclude an agreement or to use the services, unless the Institution's statement expressly states that such a tender is offered.

12. Duration, Amendment and Termination of the Agreement

- 12.1. The Agreement enters into force on the day it is signed and is valid indefinitely until the termination of the Agreement. The Agreement automatically expires on the same day when all account agreements concluded with the Institution are terminated.
- 12.2. The Client is entitled to unilaterally, out of court, terminate this Agreement by giving written notice to the Institution not later than 30 (thirty) calendar days in advance, except in cases provided for in the Electronic Money and Payment Account Agreement. In this case, the Client must fully settle with the Institution. The Client is not entitled to a refund of the paid fees.
- 12.3. Upon termination of the Agreement, the funds available in the Client's Account (after deduction of fees payable to the Institution and other amounts) are returned to the Client in the account specified by him in another financial institution. If the Client does not indicate before the termination of the Agreement the account to which the Institution should transfer funds, the Institution is entitled to transfer the Institution's funds to the last Client's account known to the Institution in another financial institution.
- 12.4. The Client, upon termination of the Agreement for more than 12 (twelve) months or for an indefinite term, shall not pay any fee to the Institution after 12 (twelve) months from the date of conclusion of the Agreement. In all other cases, the Client shall pay to the Institution the fee specified in the Standard Rates for termination of the Agreement.
- 12.5. The Institution shall have the right, unilaterally, out of court and without giving reasons, to terminate this Agreement by giving the Client written notice on paper or using another durable medium (e.g. e-mail) no later than 60 calendar days prior to the termination of the Agreement.

- 12.6. The Institution has the right to unilaterally and out of court, given a prior 14 (fourteen) calendar days notice to the Client, terminate the Agreement if the Client does not fulfil or improperly performs the obligations provided for in the Agreement, refrains from providing required information to the Institution or it becomes evident that the Client, at the time of concluding the Agreement or later submitted to the Institution incorrect or misleading information, or it becomes clear that the Client engages in activities unacceptable to the Institution, illegal activities related to money laundering and/or terrorist financing, or actions performed by the Client have damaged or could have damaged the Institution's reputation or in other cases defined in the Agreement.
- 12.7. The termination of the Agreement does not relieve the Client from the proper fulfillment of obligations arising from this Agreement before the day of its termination.
- 12.8. The Parties agree that after the signing of this Agreement by the Client and the Institution, it will be deemed that the previous agreements governing the relations between the Parties arising from the use of electronic services by the Client will be terminated and, in the event of a dispute, the Parties will follow the latest agreement concluded between the Parties, governing the analogous relations.
- 12.9. The terms of the Agreement may be changed by written agreement between the Parties, except in cases stipulated by the Agreement, where the Institution has the right to modify the Agreement unilaterally.
- 12.10. The Institution has the right to unilaterally change the terms of the Agreement (including the fees of services) by giving the Client a written notice (by email) 30 calendar days in advance, except for the cases when the amendments are aimed at improving the terms and conditions for the provision of services to the Client. The amendments to the Agreement shall be deemed approved and agreed with the Client if the Client does not submit a written notice of disagreement before the date of entry into force of the amendment specified in the notice of amendment. The Client's use of the services of the Institution after the effective date of the amendment of the Agreement terms constitutes the Client's consent to the amendment of the Agreement terms. If the Client disagrees with the amendments and notifies the Institution in writing, all agreements concluded between the Institution and the Client shall cease to be effective from the day of entry into force of the amendment to this Agreement. The Client is not entitled to unilaterally change the terms of this Agreement.
- 12.11. The Client has a right to get familiar with the current version of the Agreement, amendments to the Agreement and related information on the Website.

13. Applicable Law and Dispute Resolution

- 13.1. The law of the Republic of Lithuania is applicable to this Agreement. Any dispute, not settled by negotiations or other pre-trial procedures, shall be settled in the competent court of the Republic of Lithuania according to the registration address of the Institution.
- 13.2. Before contacting the court, the Client must, within 30 calendar days from the date of the violation, apply for a pre-emption procedure to the Institution for settlement of the dispute via support@finrax.com. The Client must submit his claim in writing and add to the claim detailed evidence supporting the claim and requests of the Client. The Institution shall respond to the Client's claim no later than within 30 calendar days, unless other agreements between the Institution and the Client or legal acts provide for other terms

for the settlement of pre-trial disputes.

- 13.3. If the Client is a natural person – a consumer, and the Institution, according to the Client, has violated his rights or interests, the Client has the right to address consumer disputes outside the court to the Bank of Lithuania (www.lb.lt) according to the established procedure of the Law on the Bank of Lithuania and Consumer Rights Protection Act.

14. Final Provisions

- 14.1. The Means of Identification issued by the Institution becomes the Client's property only if the Client has paid the price for them set by the Institution. Otherwise, upon termination of the Agreement, the Client must immediately return the Means of Identification or pay the price established to the Institution if the Means of Identification has not been issued free of charge.
- 14.2. The Parties undertake to protect each other's technical and commercial and other confidential information, except for publicly available information obtained in the course of performance of the Agreement, and not to transfer it to third parties without the written consent of the other Party or its authorized representatives.
- 14.3. The Client is not entitled to transfer the rights and obligations arising from this Agreement to third parties without the prior written consent of the Institution. The Institution has the right at any time to transfer the rights and obligations arising from this Agreement to third parties without the consent of the Client, unless such transfer of rights and obligations is in conflict with legal acts.
- 14.4. The Agreement is made up electronically in English.
- 14.5. The Client is obliged to comply with Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania and the Law on Payments of the Republic of Lithuania (and subsequent amendments thereto), and the Client undertakes to comply with it throughout the period of validity of the Agreement. The Client also undertakes to comply with other legal acts of the Republic of Lithuania related to the provision of electronic money and payment services, including the minimum security requirements for Internet payments issued by the Bank of Lithuania and other legal acts regulating the activities of the Client. These legal acts form an integral and inseparable part of the Agreement.
- 14.6. If any provision of this Agreement is or becomes invalid, the validity of the other provisions remains unchanged. An invalid provision should be replaced by a valid provision, the economic and legal purpose of which should be as close as possible to the invalid provision.