

Effective date: 21.06.2021

1. DEFINITIONS OF KEY TERMS

- 1.1. **Acceptable languages** – Lithuanian and English.
- 1.2. **Applicable regulations** – normative acts of the Republic of Lithuania, legal regulations of the European Union that are directly applicable to the Republic of Lithuania.
- 1.3. **Authorization** – a set of activities carried out by the System in order to perform Client Identification and/or confirm Client's consent to the provision of the Service for the benefit of the Client.
- 1.4. **Authorization code** – a combination of letters, numbers or symbols, generated by the System and sent to the Client via the communication channels established by the System for logging into the System and/or Authorization.
- 1.5. **Authorized person** – natural person who has the right to represent and act on behalf of the Client, in the order prescribed by the Applicable regulations and FINCI.
- 1.6. **Business day** - a day during which FINCI provides Services. Normally, Business day is any day except Saturdays, Sundays and public holidays in Lithuania. However, FINCI may set different Business days for different Services.
- 1.7. **Business hours** – a period of time during which FINCI provides Services. Normally, it is set between the hours of 9 am and 4 pm (Lithuanian time). However, FINCI may set different Business hours for different Services.
- 1.8. **Client** – a capable private person who has reached the age of 18 or legal person that is registered in the System and has a User profile.

- 1.9. Client account or Account** – an account in the System, opened in the name of the Client, intended to keep track of the Electronic money available to the Client and to carry out Payment operations and to receive the Services.
- 1.10. Client identification** – verification/establishment of identity of the Client and/or Client's beneficial owner(s) and/or Authorized person in accordance with the Terms/Terms of service and the procedure established by FINCI and used in the System.
- 1.11. Commission fee** – fee for the Service provided by FINCI calculated in accordance with the Service agreement and/or Fees.
- 1.12. Consent** - the Payer's consent to initiate and/or execute a Payment operation or to provide any other Services.
- 1.13. Consumer** – a natural person who expresses the desire to receive, receives and/or could receive the Services for purposes not related to its business or professional activity.
- 1.14. Electronic money** – FINCI monetary obligations to the Client stored in FINCI electronic System in the amount of funds received, recorded in the Client account and intended for carrying out Payment operations and receiving the Services.
- 1.15. Fees** - the price of the Services established by FINCI available on FINCI website, which are considered as the Terms of service.
- 1.16. FINCI** – Finci, UAB (legal entity code 304934066, holding electronic money institution license No. 60 issued on 5 December 2019, licensed and supervised by the Bank of Lithuania). More information about FINCI, including main office address and e-mail address, may be found at FINCI website.
- 1.17. FINCI application** – a mobile application that provides the Client with access to the System, installed and used on the Client's mobile device.
- 1.18. FINCI website** – means FINCI's website at the address <https://finci.com>, where the Client can access to the System, receive the Services, find information about FINCI, including, but not limited to, its main office address, e-mail address and other.

- 1.19. Parties/Party** – FINCI and the Client together and each separately.
- 1.20. Password** – a combination of letters, numbers or symbols, created by the Client during registration in the System, for access to the User profile and/or logging into the System.
- 1.21. Payer** – a natural or legal person who submits the Payment order.
- 1.22. Payment** - a payment service, as a result of which funds are transferred from the Client account.
- 1.23. Payment instrument** – any personalized device that the System allows to link with the Client account to initiate a Payment order.
- 1.24. Payment operation** – a Payment transfer, Payment or Withdrawal of funds initiated by the Payer or the Recipient.
- 1.25. Payment order** – an order from the Payer or Recipient to execute a Payment operation.
- 1.26. Payment service(s)** - services enabling Withdrawals of funds from a payment account as well as all the operations required for operating a payment account; execution of Payment operations, including transfers of funds on a payment account with the payment service provider of the payment service user or with another payment service provider; issuance and (or) acceptance of payment instruments.
- 1.27. Payment services provider** – means a bank, a payment institution, an electronic money institution or other financial institution that is authorized to provide Payment services.
- 1.28. Payment transfer** – a payment service, as a result of which funds are being transferred to the Client account.
- 1.29. Personal data** – any information held by FINCI that is associated with the Client and/or Client's beneficial owner(s) and/or Authorized person, whose identity is established or can be directly or indirectly established using Personal data, such as first name, last name, personal code, information about the place of residence, e-mail address and other.

- 1.30. Recipient** – a natural or legal person specified in the Payment order as a recipient of funds from the Payment operation.
- 1.31. Service(s)** – the issuance and redemption of Electronic money, provision of the Payment service(s) and any other services provided to the Clients by FINCI.
- 1.32. Service agreement** – an agreement concluded between the Parties, in accordance with clause 3.5. and 3.6 of the Terms, governing the provision/receipt of the Services. Service agreement consists of the following documents: Terms, Terms of service, Fees and other documents that may from time to time be notified to the Client or published on FINCI website.
- 1.33. Statement** – a document, which includes information about all Payment operations executed through the Client account during the specific period of time.
- 1.34. System** – software contained on FINCI website and used by FINCI to provide the Services.
- 1.35. Terms** – current General Terms and Conditions for the provision of Services, which establish general principles governing the legal relations between the Parties and apply to all Services.
- 1.36. Terms of service** – special terms of FINCI which are annexes to the Terms and their integral part, which establish special principles governing the legal relations between the Parties upon receipt and provision of a particular Service.
- 1.37. Unique identifier** – a combination of letters, numbers or symbols, which FINCI, as the Payment services provider, assigns to the Client as the Payment services user, and by which it uniquely identifies the Client participating in the Payment operations, and/or its Client account used in Payment operations.
- 1.38. User profile** – the result of the Client's registration in the System, during which Personal data and other information about the Client is being processed and recorded with the assignment of a Unique identifier to the Client and its rights in the System are being determined.

1.39. Withdrawal of funds – payment service, as a result of which the Client can receive cash.

2. GENERAL TERMS

2.1. Current Terms apply to any legal relationships between FINCI and the Client.

2.2. In addition to the Terms, the legal relationships between FINCI and the Client with regard to the provision and/or use of FINCI Services, are also governed by Applicable regulations and other documents, included in the Service Agreement, which are applicable and binding to the Client when accepting them and using FINCI Services.

2.3. The Service agreement is important document that must be carefully studied by the Client before the Client decides to register in the System, create a User profile, open a Client account and start using the Services provided by FINCI. The Client must confirm, in the manner prescribed by FINCI, that the Client has read and accepted the Service agreement.

2.4. FINCI undertakes to provide the Services to the Client in a proper manner, in accordance with the Applicable regulations and the Service agreement.

2.5. The Client undertakes to strictly comply with the Service agreement, as well as to comply with the requirements of the Applicable regulations regarding the use of the Services provided by FINCI.

2.6. Any consents, confirmations, assurances, notices expressed by the Client in the System are recognized as personally signed by the Client.

2.7. In the event of any conflict and/or discrepancy between Terms and Terms of service, the Terms of service shall prevail.

3. REGISTRATION IN THE SYSTEM AND USER PROFILE

- 3.1.** In order to start using the Services, the prospective Client must register in the System.
- 3.2.** As a result of the registration of the Client in the System, the identification of the prospective Client is performed and a User profile is created for the Client in accordance with the clause 3.5 of the Terms. Each time entering the User profile, the Client is obliged to go through the Authorization procedure established by the System.
- 3.3.** A Client can only have 1 (one) User profile.
- 3.4.** In order to open an account for the Client – the legal entity, Authorized person of the legal entity to whom will be granted the right to use the account of the Client – the legal entity, must firstly register in the System, create his/her own User profile.
- 3.5.** The User profile is created in the System after the prospective Client has familiarized with and has accepted the Terms and other documents that may be necessary, taking into consideration the scope of Services the Client intends to use (e.g. Terms of services), the identification of the prospective Client procedure has been completed, the creation of the User profile has been approved and verified by FINCI. By accepting the Terms, the prospective Client also accepts the Fees and other documents, included in the Service Agreement, except for Terms of service which shall be accepted by the Client separately if the Client shall choose to use certain Service(s).
- 3.6.** Creating a User profile means entering into a Service agreement with FINCI for an indefinite period. A Service agreement shall enter in force and will be concluded for an indefinite period only after a User profile will be created in accordance with the clause 3.5 of the Terms. The Client may download/save and/or print the text of the Service agreement to the Client's device at the time of and after registering in the System.

- 3.7.** Client hereby confirms that Client understands that FINCI has the right to request the Client to provide information, data and documents, required for FINCI to fulfil its obligations under the Applicable regulations. During the registration of the prospective Client in the System, FINCI has the right to require the prospective Client to:
- 3.7.1.** provide Personal data, to the extent that FINCI deems necessary for the proper Client identification and due diligence process, including proper identification of the beneficial owner(s) (where applicable) and the Authorized person (where applicable);
 - 3.7.2.** provide original documents in the form and volume that FINCI deems necessary at the Client's expense and within the term specified by FINCI. All submitted documents must be written in one of the Acceptable languages or have a notarized, legalised, or certified with the Apostille translation into one of the Acceptable languages at the Client's expense, unless FINCI establishes other requirements;
 - 3.7.3.** process the Personal data of the Client and the documents received from Client, including by using the services of third parties;
 - 3.7.4.** go through the Client / Authorized person Identification procedure in the manner specified by FINCI, such as the personal presence of the Client / Authorized Person in the FINCI office, video conference, biometric identification, etc.
- 3.8.** The Client confirms that when registering in the System, all Personal data, information and documents provided by the Client are accurate and correct, and in the future, when changing or supplementing Personal data, the Client will provide only accurate and correct information. The Client hereby confirms that Client understands that the Client is fully responsible for any consequences of providing incorrect or/and inaccurate information, data and / or documents, including possible losses.
- 3.9.** The Client will be notified of the successful creation of the User profile and about FINCI's decision on approval of a created User profile by e-mail, the address of which was specified during registration in the System.

- 3.10.** The Client is prohibited to have more than one User Profile, as well as to provide incorrect and/or inaccurate data, information or documents when registering in the System. If the Client has entered incorrect and/or inaccurate data, information or provided incorrect/ inaccurate documents, Client is obliged to immediately correct them, and if because of such actions several User profiles were created, the Client is obliged to immediately inform FINCI about this.
- 3.11.** If any Personal data (name, surname, company name, telephone number, email address, Client's / Authorized person's address, identity document, etc.) and any other information about the Client specified in the User profile is changed, the Client shall immediately no later than 1 (one) Business day, update them in the User profile and provide confirming documents, in the form established by FINCI.
- 3.12.** The Client hereby confirms that Client understands that if the Client does not update the changed Personal data and other information about the Client indicated in the User profile, Client will be responsible for any consequences that may arise in connection to this.
- 3.13.** FINCI has the right at any time to require the Client to provide additional information and/or documents at the Client's expense, in the form and volume specified by FINCI, related to the Client, beneficial owner(s) (where applicable), Authorized person (where applicable) or Client's operations on the Client account, and, periodically, in the manner established by FINCI, check the Personal data and other data of the Client specified in the User profile, and fill out the Client questionnaires developed by FINCI and other documents.
- 3.14.** FINCI has the right to take any actions and measures, at its discretion, aimed at determining and identifying the identity of the beneficial owner(s) (natural person(s)) of funds held in the Client account.
- 3.15.** When registering in the System, the prospective Client must make sure that during registration his submitted identity document is valid at least 1 month before its expiry date. If the prospective Client does not comply with this requirement, FINCI reserves the right to reject such Client's registration in the System.
- 3.16.** FINCI has the right to not approve the Client's registration in the System and creation of a User profile without explaining the reasons for such refusal.

4.1 OPENING A CLIENT ACCOUNT. TERMS OF ISSUING AND REDEMPTION OF ELECTRONIC MONEY

- 4.1. After a created User profile is verified and approved by FINCI, the Client account is automatically opened for the Client.
- 4.2. Funds on Client account may be held in multiple currencies. The Client who holds funds in several currencies assumes the risk of devaluation of funds on the Client account due to changes in exchange rates.
- 4.3. Electronic money is stored in the Client account. FINCI issues Electronic money when FINCI receives funds for the Client. After FINCI receives funds, FINCI issues Electronic money to the Client account in the amount of the nominal value of the funds received.
- 4.4. The nominal value of the Electronic money issued to the Client account corresponds to the nominal value of the amount of funds received by FINCI, after the Commission fee is charged, if applicable, depending on the method of receipt of the funds.
- 4.5. The Electronic money stored in the Client account is not a contribution and FINCI in no way pays interest or provides any other benefits to the Client related to the length of the period during which Electronic money is stored in the Client account. FINCI has the right to set the minimum balance of the Client account.
- 4.6. At the request of the Client, the Electronic money stored in the Client account must be redeemed at nominal value at any time, except for the cases when restrictions are applied to the Client account. Commission fee for the redemption of the Electronic money may apply in accordance with the Fees which will be deducted from the balance on the Client account prior to redemption.
- 4.7. The Client makes request for the redemption of Electronic money by submitting a Payment order for the execution of a Payment outside Electronic money System or Withdrawal of funds or by other means specified in the System.

- 4.8. The amount of redeemable Electronic money and the method is set by the Client, however, FINCI is entitled to set certain limits on the redemption of Electronic money.
- 4.9. No separate terms and conditions apply to the redemption of Electronic money other than those applicable to standard Payment operations and other Services performed on the Client account.
- 4.10. Additional fee for the redemption of Electronic money is not charged. Depending on the method of Payment operation (e.g., Payment outside Electronic money System or Withdrawal) the Client chooses, a standard Commission fee may be applicable which will be deducted from the balance in the Client account prior to Payment operation.

5. USE OF THE CLIENT ACCOUNT. THE PROCEDURE FOR CARRYING OUT PAYMENT OPERATIONS

- 5.1. The Client manages the Client account remotely via the FINCI website, the FINCI Application, or the Payment instrument associated with the Client account.
- 5.2. The Client account allows the Client to perform Payment operations and receive other Services.
- 5.3. FINCI reserves the right to set restrictions, e.g. list of restricted jurisdictions and territories, and limits on Payment operations on the Client account, of which the Client is informed and undertakes to comply with them.
- 5.4. If the Client is a Recipient, the Client is obliged to provide detailed and accurate data to the Payer so that the Payment order for the execution of the Payment transfer complies with the instructions specified in the System and valid at the moment of Payment transfer. Before sending information to the Payer, the Client is obliged to carefully read the instructions for completing the Payment order.

- 5.5.** FINCI executes Payment transfers to the Client account without the separate consent of the Client. When executing a Payment transfer, FINCI is guided exclusively by the Unique identifier, which is specified in the Payment order. FINCI is not obliged to check the compliance of the name and surname / company name of the Client indicated in the Payment order with its Unique identifier.
- 5.6.** FINCI Payment transfer is credited to the Client account on the same day when the amount of the Payment transfer funds has been received by FINCI, except as specified in the Terms.
- 5.7.** FINCI has the right not to execute a Payment transfer if:
- 5.7.1.** information about the Payer or the purpose of the Payment transfer is not clear/not understandable or not specific enough;
 - 5.7.2.** doubts were raised as to the compliance/accuracy of the Unique identifier and the Recipient indicated in the Payment order;
 - 5.7.3.** there is a suspicion that the Payment transfer is connected with legalization of proceeds from crime, financing of terrorism or other criminal, unlawful activities;
 - 5.7.4.** in case of exceeding the limit established for the Client;
 - 5.7.5.** execution is not possible due to reasons beyond reasonable control of FINCI (e.g. because the correspondent financial institution refuses to execute such Payment transfer);
 - 5.7.6.** in cases provided for by the Applicable regulations.

- 5.8.** Before executing a Payment transfer, FINCI has the right to demand and the Client is obliged to provide information/documents on the Payment transfer so that FINCI has a complete and clear idea of the legal basis and the origin of the funds of the Payment transfer. If within the period specified by FINCI information/documents are not provided in the requested form, volume and manner, FINCI has the right not to execute the Payment transfer or/and return it to the Payer. The Client hereby confirms that Client understands that in cases mentioned in this clause and in clause 5.7. of the Terms, FINCI does not bear any responsibility for the possible delay in the execution of the Payment transfer and the possible losses of the Client or the Payer.
- 5.9.** If the amount of the Payment transfer was credited to the Client account by mistake of FINCI or in other cases without a legal basis, Client gives an irrevocable consent that FINCI has the right to debit the mistakenly credited amount from the Client account without Client's Authorization. If there are not enough funds on the Client's Account to write off the mistakenly or without any legal basis credited amount, the Client undertakes to return it to the Client account within 3 (three) business days from the date of receipt of the FINCI request. In case the Client fails to return the mistakenly or without any legal basis credited amount to the Client account when it is due, then the Client must pay to FINCI an interest in the amount of 0,05% of the mistakenly or without any legal basis credited amount for each day of delay. Payment of the interest does not release the Client from the obligation to return mistakenly or without any legal basis credited amount to the Client account.
- 5.10.** If the amount of the Payment transfer was credited to the Client account by mistake of the Payer, it can only be debited from the Client account with the consent of the Client, with the exception of the cases specified in the Applicable regulations. If the Client does not consent to the return of funds to the Payer, FINCI sends the Client's Personal data to the Payment services provider of the Payer from whom the Payment transfer was received.
- 5.11.** In any case, when the Client detects an erroneous or without any legal basis receipt of a Payment transfer to Client account, the Client is obliged to immediately inform FINCI of this. The Client has no right to dispose of the amount of the mistakenly or without any legal basis credited Payment transfer.

- 5.12.** In order to make a Payment, the Client is obliged to complete the Payment order and go through the Authorization procedure in accordance with the procedure established in the System and valid at the moment of Payment. Before submitting a Payment order to FINCI, the Client must carefully read the instructions for completing the Payment order.
- 5.13.** The submission of the Payment order by the Client and its Authorization by the System is for FINCI the Client's unconditional order and Consent to execute the Payment.
- 5.14.** The moment of receipt of the Client's Payment order is considered the moment of its Authorization by the System or if the moment of Authorization of the Payment order is not a Business day, the Payment order is deemed received on the next Business day. The Client's Payment order received by FINCI on the Business day, but not on the Business hours is deemed received on the next Business day.
- 5.15.** FINCI has the right not to accept the execution of the Client's Payment order and/or not to execute the Payment if:
- 5.15.1.** not all the required fields specified in the Payment order have been completed or Payment order have other deficiencies;
- 5.15.2.** Payment order was not properly Authorized or there is a suspicion that the Payment order was not submitted by the Client or Authorized person;
- 5.15.3.** information about the Recipient or the purpose of the Payment is not clear/not understandable or not specific enough;
- 5.15.4.** there is a suspicion that the Payment is connected with legalization of proceeds from crime, financing of terrorism or other criminal activities;
- 5.15.5.** FINCI received information about the death of the Client / Authorized person, the liquidation of the Client or the bankruptcy procedure initiated;
- 5.15.6.** actions with the Client account are limited;
- 5.15.7.** there are not enough funds in the Client account to execute the Payment order and pay the Commission fee;

- 5.15.8.** the validity period of the identity document of the Client/Authorized person of the document specified in the User profile has expired;
- 5.15.9.** the Client did not provide the information, data or documents requested by FINCI related to the Payment;
- 5.15.10.** in case of exceeding the limit established for the Client;
- 5.15.11.** in cases provided for by the Applicable regulations.
- 5.16.** Before executing a Payment order, FINCI has the right to demand and the Client is obliged to provide information/documents on the Payment order so that FINCI has a complete and clear idea of the legal basis and the origin of the funds of the Payment order. If within the period specified by FINCI information/documents are not provided in the requested form, volume and manner, FINCI has the right not to execute the Payment order.
- 5.17.** Client hereby confirms that Client understands that in cases specified in clauses 5.15 - 5.16 of the Terms, FINCI does not bear any responsibility for the possible delay in the execution of the Payment order and the possible losses of the Client.
- 5.18.** FINCI, having refused to execute the Client's Payment order, shall notify about that the Client or enable the Client to get familiarised with such notification, except where such notification is technically impossible or prohibited by the Applicable regulations. The Payment order refused by the FINCI shall be deemed to be not received.
- 5.19.** FINCI is entitled to involve third parties to partially or fully execute the Payment order of the Client. In case a another financial institution is involved sending and executing the Payment order further, but this institution suspends the Payment order, FINCI is not liable for such actions of the financial institution.
- 5.20.** When executing a Payment order, FINCI is guided solely by the Unique identifier that is specified in the Payment order – the Recipient's Account number or account number in IBAN format, except for the cases when Payment services provider of the Recipient does not use the IBAN format.

- 5.21.** In case of a refund of the Payment, for reasons beyond the control of FINCI (inaccurate/incorrect data indicated by the Client in the Payment order, the Recipient's account is closed, etc.), the amount received, less the costs associated with the refund of the Payment applied to FINCI, FINCI credits the Client account. The Commission fee paid by the Client for making the Payment shall not be refunded to the Client.
- 5.22.** The Client is informed that when executing a Payment order, FINCI transfers to the Recipient's Payment service provider or other parties directly related with the execution of a Payment order (e. g. payment card organizations, etc.) the information (including Personal data) indicated by the Client in the Payment order.
- 5.23.** The Client is obliged, at least 1 (once) per month, to verify information about the Payment operations conducted on the Client account. At the request of the Client, FINCI provides the Client with the opportunity to receive the Statement in the System.
- 5.24.** The Client is obligated to notify FINCI of any unauthorized or incorrectly executed Payment operations on the Client account, as well as any other errors, mismatches or violations found by the Client in the Statement. The notice of the Client, who is a Consumer, must be submitted to FINCI no later than 5 (five) business days from the moment the Client detected the abovementioned circumstances, but in any case no later than 13 (thirteen) months after the date of the Payment operation. The notice of the Client, who is not a Customer, must be submitted to FINCI not later than 5 (five) business days from the moment the Client detected the abovementioned circumstances, but in any case no later than 60 (sixty) calendar days of the day on which FINCI, in the opinion of the Client, executed an unauthorized Payment operation or incorrectly executed a Payment operation.
- 5.25.** If the Client fails to notify FINCI of unauthorized or incorrectly executed Payment operation on the Client account within the time period specified in clause 5.24. of the Terms, it is considered that the Client has unconditionally confirmed all Payment operations were properly executed by FINCI on the Client account.

6. CORRECTION AND CANCELLATION OF THE PAYMENT ORDER

- 6.1.** A Payment order cannot be cancelled after FINCI receives it in accordance with these Terms. The status of the Payment order is indicated in the System.
- 6.2.** In the event the Payment operation is initiated by or through the Payee, such Payment order cannot be cancelled when Payer has given the Consent to the Payee to execute the Payment operation.
- 6.3.** In case the Client cancels the Payment order, the Commission fee paid by the Client is not refunded to the Client.
- 6.4.** In the event that FINCI cannot execute a Payment transfer due to incorrect data specified by the Payer in the Payment order, at the written request of the Payer, FINCI may:
 - 6.4.1.** correct the Payment transfer (correct the incorrect data) with further transfer of funds to the Client account;
 - 6.4.2.** return the amount of the Payment transfer to the Payer's Payment service provider.

In both cases, FINCI deducts the Commission fee from the amount of the Payment order in accordance with the Fees.

- 6.5.** In the event that FINCI cannot execute a Payment transfer due to incorrect data specified by the Payer in the Payment order, and the Payer does not contact FINCI within 10 (ten) days to correct the Payment transfer or to refund the Payment order, FINCI will take all possible measures to track the Payment operation for clarification of information and execution of the Payment transfer.

- 6.6.** A Payment operation can be tracked by FINCI contacting with the Payer's Payment service provider, from which the Payment transfer was received, to correct the Payment transfer, if there is such a possibility by electronic means of communication. In the event of a Payment transfer correction, FINCI withholds the Commission fee from the amount of the Payment transfer before crediting it to the Client account.
- 6.7.** If it is impossible to track the Payment operation in a manner specified in clause 6.6. of the Terms, as well as in cases where, after correcting the Payment transfer, it is impossible to identify the Recipient, FINCI has the right to return the amount of the Payment transfer to the Payer's Payment service provider, with the retention established by the Fees.
- 6.8.** In the event that the Recipient's Payment service provider addresses FINCI to clarify details of the Payment made by FINCI on the Client's Payment order, the Client is obliged to immediately provide FINCI with the requested information for the proper execution of the Payment. In this case, the Client pays FINCI Commission fee, in accordance with the Fees.

7. CASH WITHDRAWAL

- a.** FINCI grants the Client the right for Withdrawal of funds in cash in accordance with the conditions specified in the Terms of service and/or the System.

8. THE PRICE OF SERVICES AND THE COMMISSION FEE PAYMENT PROCEDURE

- 8.1.** The price of the Services provided by FINCI is set by the Fees or specified in the Terms of service.
- 8.2.** The Client confirms that Client has carefully read the Fees, that they are clear and acceptable to the Client.

- 8.3.** Exchange rates of FINCI are constantly updated and published in the FINCI website. Currency exchange rates are applied immediately and without separate notice. Currency exchange is based on the exchange rate of FINCI valid and applicable at the moment of conversion.
- 8.4.** The Commission fee is paid by the Client and charged by FINCI as follows:
- 8.4.1. if the Fees/Service agreement establishes a Commission fee on a regular basis (per month), the Commission fee is charged on the first calendar day of every month;
- 8.4.2. in all other cases, the Commission fee is charged during the provision of the Service, or in the order prescribed by the Service agreement.
- 8.5.** The amount of the Commission fee for a Payment operation shall be indicated to the Client before the execution of the Payment operation, unless otherwise provided for in the Terms of service.
- 8.6.** FINCI charges a Commission fee for the Service from the Client, by debiting it from the Client Account in accordance with the Fees or the Service agreement. When making Payments from the Client account, as well as when making Payment operations to the Client account, charges may be levied for the respective services of the Payment service providers of the Recipients or Payment service providers of Payers.
- 8.7.** The Commission fee is charged in the currency specified in the Fees or the Service agreement.
- 8.8.** The Client undertakes to provide the required amount of funds for debiting the Commission fee in full from the Client account prior to the provision of the Service.
- 8.9.** In the event that there are not enough funds in the Client account to debit the Commission fee in full and to provide Services (e.g. execute Payment operation), FINCI has the right to refuse the provision of the Service to the Client.

- 8.10.** If there are not enough funds in the Client account to debit the Commission fee in a certain currency, FINCI has the right, but is not obliged, to convert it into the necessary currency at the rate set by FINCI on the day of the conversion, in the amount missing for the Commission fee. If there are funds in several currencies on the Client account, FINCI may exchange them into payable currency in alphabetic order of international currency abbreviations.
- 8.11.** If the Client did not perform any Payment operations in the Client account for 6 (six) consecutive months, FINCI shall consider that the Client account is an inactive account and shall be entitled additionally apply the Commission fee specified in the Fees.
- 8.12.** For late payment of the Commission fee, the Client pays to FINCI an interest in the amount of 0.05% of the amount of the Commission fee for each day of delay. Payment of the interest does not release the Client from the obligation to pay the Commission fee.
- 8.13.** If the Client is a Consumer, at the beginning of each calendar year the FINCI will issue in the System to such Client the statement of Commission fees paid in relation to the use of the Account for the previous calendar year free of charge. In case of termination of these Terms concluded with the Client, who is a Consumer, such Client until the moment of termination of the Terms must save and/or print the statement of Commission fees for the period from the beginning of the current calendar year until the termination of the Terms date.

9. LIMITATION/TERMINATION OF THE PROVISION OF THE SERVICES

- 9.1.** In order to comply with Applicable regulations and to protect the interests of the Client, FINCI or the third parties, FINCI is entitled to apply one or several restrictive measures unilaterally and without prior notice:
- 9.1.1.** stop the provision of the Services to the Client in full or in part;
- 9.1.2.** restrict access to the User profile and/or the System;

- 9.1.3.** block the Client account (i.e., completely or partially suspend any operations on the Client account) and/or the Payment instrument (i.e., fully or partially restrict the use of the Payment instrument);
- 9.2.** The measures specified in clauses 9.1.1.-9.1.3. of the Terms may apply in the following cases:
- 9.2.1.** if the Client violates the Terms/Terms of the service or the Service agreement, or there is a real threat of such a violation by the Client;
- 9.2.2.** if the Payment operations carried out on the Client account may damage the business reputation of FINCI;
- 9.2.3.** if, in connection with the further provision of the Services to the Client, the interests of third parties may suffer;
- 9.2.4.** if FINCI finds out about the loss of the Payment instrument or suspects/receives information about the unlawful possession of the Payment instrument or its unauthorized use;
- 9.2.5.** if FINCI receives confirmed information about the death of the Client/Authorized Person, the liquidation of the Client or the bankruptcy procedure initiated;
- 9.2.6.** in case of a reasonable suspicion that the personalized security features of the Payment instrument (including the Client identification means) have become known or can be used by third parties;
- 9.2.7.** in the event of a reasonable suspicion that third parties may illegally use the funds and/or the Payment instrument, or the Client account and/or the Payment instrument may be used or is being used to carry out illegal activities;
- 9.2.8.** the Client within a time period established by FINCI does not provide information, documents or data requested by FINCI, or the Client provides information, documents or data that are not in line with the requirements stipulated by FINCI or legal acts or FINCI has doubts regarding the veracity and authenticity of provided information, documents or data; also when Client does not complete the necessary identification procedures;

- 9.2.9.** in cases provided for by the Applicable regulations, the Terms/Terms of service or the Service agreement.
- 9.3.** In cases where FINCI is used, any of those actions specified in clauses 9.2.1.-9.2.9. of the Terms, FINCI notifies the Client of the restrictive measure applied to it and the reasons for such application no later than within 1 (one) Business day, unless such notice is prohibited by Applicable regulations.
- 9.4.** Client account and/or Payment instrument may be blocked:
- 9.4.1.** at the verbal request of the Client;
- 9.4.2.** at the written request of the Client, in the order established in the System.
- 9.5.** FINCI has the right to require that the Client's verbal request to block the Client account and/or the Payment instrument must be later confirmed by the Client in writing or by any other means specified by FINCI. If the Client fails to comply with this requirement, FINCI has the right to refuse to block the Client account and/or the Payment instrument. The Client hereby confirms that Client understands that in case the Client fails to comply with above mentioned FINCI requirement, FINCI is not liable for damages that may arise as a result of non-compliance with the abovementioned Client request.
- 9.6.** If the Client account and/or the Payment instrument have been blocked at the request of the Client, FINCI may cancel the blocking only after receiving the written request of the Client, unless otherwise provided by the Terms/Terms of service or Service agreement.
- 9.7.** FINCI cancels those restrictive measures specified in clauses 9.1.1. – 9.1.3. of the Terms immediately after the elimination of the reasons for their application.
- 9.8.** The Client hereby confirms that the Client understands that FINCI shall not be liable for losses of the Client that occurred as a result of the use of restrictive measures specified in clauses 9.1.1. - 9.1.3. of the Terms, if the application of such a restrictive measure was performed in the order provided for by the Terms/Terms of service or the Service agreement.

10. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 10.1.** The Parties undertake to keep each other's technical and commercial information in secret, with the exception of publicly available information, and not to transfer it to third parties without the written consent of the other Party.
- 10.2.** By accepting these Terms, the Client agrees that FINCI will process Client's Personal data for the purpose of providing Services and in accordance with Applicable regulations and/or legitimate interests of FINCI or third parties. Detailed information of Personal data processing by FINCI is explained in Privacy Policy, which is available on the FINCI website.
- 10.3.** FINCI guarantees compliance with Applicable regulations with regard to Client's confidential information and Personal data and to undertake all reasonable measures to ensure its security.
- 10.4.** The Client undertakes to secure, keep inaccessible to third parties in any way, not to disclose and not to transfer any Passwords, PIN codes, Authorization codes, regardless of whether they were created by the Client or were given to the Client by FINCI, or other Payment instruments' personalized security features, and not to allow third parties to use the Services on behalf of the Client. If the Client becomes aware of the access or threat of such access by third parties to Client account and/or User profile and/or Payment instruments, the Client undertakes to immediately, within 24 hours, notify FINCI in accordance with notification procedure established in Section 12 of the Terms.
- 10.5.** Upon receipt of the abovementioned notice, FINCI will immediately restrict access to the User profile and suspend the provision of the Services until the resolution of this situation jointly with the Client (change of Password, Payment instrument, etc.).
- 10.6.** In case the Client violates the obligations established in clause 10.4. of the Terms, regardless of the degree of fault of the Client, the Client fully assumes the losses incurred by the Client in connection with this and undertakes to pay damages caused to third parties in connection with the Client's failure to comply with the abovementioned conditions.

- 10.7.** The Client provides FINCI with the right, independently or through third parties, to take all necessary measures, including, but not limited to, transferring the necessary requests to third parties to identify the Client and establish/confirm the authenticity of the data and documents provided by the Client.
- 10.8.** In order to fulfil FINCI obligations under Service agreement and ensure the best quality of Services, FINCI has the right to record conversations with the Client (by phone / Skype / Viber and other communication channels). The Client confirms that the recordings of such conversations, as well as messages transmitted via electronic communications or in the System, can be used as evidence in resolving disputes between the Client and FINCI. The Client confirms that the Client is informed and agrees that FINCI is entitled to record any conversations with the Client, keep these records for period, that is necessary for provision of evidence or the information related to Service. The detailed information about Data Subject rights and requests is provided in Privacy Policy.
- 10.9.** The Client agrees that Client's Unique identifier and other data necessary for the execution of the Payment transfer may be displayed to another FINCI Client who intends to make a Payment transfer to the Client if another FINCI Client enters valid Client data in the System (first name, last name/company name).

11. RESPONSIBILITIES OF THE PARTIES

- 11.1.** The Client is liable for reimbursement of any costs, expenses, fines or losses of any nature incurred by FINCI due to the Client's failure to comply with any of the Terms/Terms of service or the Service agreement.
- 11.2.** The Client is obliged to reimburse FINCI for any expenses incurred by FINCI when properly performing the Services, including any expenses incurred by FINCI, as a result of the actions performed by FINCI to fulfil the Client's Payment orders (responses to requests from Payment service providers regarding the Client's/Client account operations, etc.) within 10 (ten) Business days, from the day of receipt by the Client of the relevant request from FINCI.

- 11.3.** Each of the Parties shall be liable only for direct losses of the other Party arising from the Party's failure to fulfil the obligations stipulated by the Terms/Terms of service or the Service agreement. None of the Parties shall be liable for additional costs or consequential damages (lost income, profits, damage to business reputation, indirect damages, etc.) incurred by the other Party in connection with the abovementioned failure to perform duties.
- 11.4.** In any cases, FINCI's liability is limited to the average amount of the Commission fee paid by the Client for the last 3 (three) months, unless the Applicable regulations provide otherwise.
- 11.5.** FINCI is not responsible for:
- 11.5.1.** consequences resulting from errors or malfunctions of the System, if they arise through no fault of FINCI;
 - 11.5.2.** the consequences arising from the temporary restriction of access to the System related to technical and other type of work carried out by FINCI, which is announced to the Client at least 2 (two) Business days prior;
 - 11.5.3.** the refusal or untimely provision of the Service to the Client, due to the fault of the Payment service providers or other third parties involved in the provision of the Service to the Client;
 - 11.5.4.** mutual claims of the Recipient and the Payer and does not accept such requests;
 - 11.5.5.** any actions (and their consequences) of the Authorized person performed on behalf of the Client.
- 11.6.** If the Client, who is a Consumer, denies the Authorization of the Payment operation or declares that the Payment operation was improperly executed, FINCI undertakes to prove that the Authorization of the Payment operation was properly conducted, registered in the Client account and was not affected by technical or other failures of the System.

- 11.7.** If the Client, who is not a Consumer, denies the Authorization of the Payment operation, the use of the Payment instrument is sufficient evidence that the Client has authorized the Payment operation, intentionally or due to gross negligence has not fulfilled the obligations provided for in clause 10.4. of the Terms.
- 11.8.** The Client, who is a Consumer, incurs losses related to unauthorized Payment operations in the amount of up to 50 (fifty) euros if such losses are incurred as a result of:
- 11.8.1.** use of a lost or stolen Payment instrument;
 - 11.8.2.** misappropriation of a Payment instrument.
- 11.9.** The Client covers all losses incurred as a result of unauthorized Payment operations, if they arose as a result of unscrupulous or deliberate actions or gross negligence on the part of the Client, which caused the Client to fail one or more of Client's obligations specified below:
- 11.9.1.** use the Payment instrument in compliance with the Terms/Terms of service or the Service agreement governing the use of the Payment instrument;
 - 11.9.2.** having learned about the loss, theft, illegal seizure or unlawful use of the Payment instrument, as well as facts or suspicions that the personalized security features of the Payment instruments have become known or can be used by third parties, immediately report this to FINCI;
 - 11.9.3.** after receiving the Payment instrument, take all possible measures to protect personalized Payment security features of the Payment instrument;
- 11.10.** After the Client will submit to FINCI a request to block the Payment instrument, in accordance with clause 9.4. of the Terms, the responsibility for the Client's losses resulting from a lost, stolen or illegally acquired Payment instrument shall be borne by FINCI, unless the Client acted fraudulently and, in the case, specified in clause 9.5. of the Terms when FINCI is not liable for losses incurred as a result of the refusal to execute the Client's request to block the Client account and/or the Payment instrument. The provisions of this clause apply only to the Client who is a Consumer.

- 11.11.** If FINCI does not provide the Client with the opportunity to notify FINCI in a timely manner of a lost, stolen or illegally acquired Payment instrument, FINCI shall be liable for losses incurred due to unauthorized use of the Payment instrument, unless the Client acts in bad faith. The provisions of this clause apply only to the Client who is a Consumer.
- 11.12.** FINCI is released from liability for failure to fulfil obligations if it can prove that such failure is the result of the following events: civil unrest in various forms, fires, floods, terrorist attacks or hacker attacks; power failure (full or partial); interruptions or malfunctions of the computer system (hardware or software) or communication channels; any other emergency event, situation or any other obstacles that occurred independently of the will of FINCI and which do not allow FINCI to fulfil its obligations.

12. THE PROCEDURE FOR NOTIFYING THE PARTIES

- 12.1.** The Client confirms that the Client agrees that any notifications from FINCI to the Client will be sent as follows:
- 12.1.1.** by messaging in User profile;
- 12.1.2.** to the email address which was indicated by the Client at the time of registration in the System;
- 12.1.3.** by SMS message to the Client's mobile phone number which was indicated by the Client at the time of registration in the System.
- 12.2.** The Client confirms that the notification sent by FINCI by any of the abovementioned methods will be deemed to be properly delivered to the Client on the day it is sent.
- 12.3.** In exceptional cases, a notice from FINCI to the Client may be sent to the Client by mail, to the address indicated by the Client at the time of registration in the System. If the notification is sent by mail, it will be considered that the Client received it on the 7th (seventh) day following the day of dispatch.

- 12.4.** FINCI confirms that it agrees that any notifications from the Client will be sent to FINCI as follows:
- 12.4.1.** by messaging in User profile;
 - 12.4.2.** to the email address listed on the FINCI website;
 - 12.4.3.** to the postal address of FINCI.
- 12.5.** All notices of the Parties shall be in Acceptable language.
- 12.6.** The Client undertakes to immediately in advance notify FINCI of any events that may affect the fulfilment by the Client of obligations to FINCI (change of ownership, restructuring, insolvency, bankruptcy, liquidation, theft or loss of the personal identity document of the Authorized person, changes of Authorized persons, expiration of Power of Attorney issued to the Authorized person or its revocation etc.)
- 12.7.** FINCI undertakes to notify the Client in advance of any known or potential technical malfunctions of the System that may affect the provision of the Services.
- 12.8.** The Client undertakes update Client's contact data on the Client's Use profile (mobile phone number, email address, and mail address), which FINCI could use to contact the Client. In case the Client does not update the contact data, all consequences due to the failure of FINCI to submit notifications to the Client shall fall on the Client.
- 12.9.** It shall be considered that notifications (claims, complaints or requests) of Clients sent by messaging in User profile or/and by email are received on the day of their submission, if they are submitted from 9 a.m. to 6 p.m. (Lithuanian time) on the Business day. Clients' notifications submitted in abovementioned methods not on the Business day is deemed received on the next Business day. Client's notifications submitted in abovementioned methods on the Business day, but outside above specified time frame is deemed also received on the next Business day.

13. CHANGES TO THE TERMS/TERMS OF SERVICE AND FEES.

a. FINCI has the right to unilaterally change and/or adjust the Terms/Terms of service and Fees with the obligatory prior notification of the Client, in accordance with section 12 of the Terms, no less than 60 (sixty) calendar days (if the Client is not a Consumer – no less than 20 (twenty) calendar days).

b. The Client has no right to unilaterally change and/or adjust the Terms/Terms of service and Fees.

c. The term specified in clause 13.1. does not apply and FINCI notifies the Client, in accordance with section 12 of the Terms, no less than 7 (seven) calendar days if:

i. the Terms/Terms of service and Fees are changed due to the changes of the Applicable regulations;

ii. new Service(s) (a part of a Service(s)) are added to the Fees and/or the Terms of service;

iii. changes in Fees are associated with a decrease in the cost of Services or other beneficial conditions are applied for the Client;

iv. other changes that do not reduce or limit the Client's rights and do not increase the Client's liability.

13.4. If the Client does not agree with the changes or additions to the Terms/Terms of service and Fees, the Client is entitled to cancel the Service at any time or terminate the Service agreement by notifying FINCI in the order provided for in Section 12 of the Terms, prior to their effective date.

13.5. Non-receipt of notification by FINCI specified in clause 13.4. of the Terms and the use by the Client of the Services, after the entry into force of changes or additions to the Terms/Terms of service and Fees, means the unconditional acceptance of the Client of the abovementioned changes or additions to the Terms/Terms of service and Fees.

13.6. The Parties may agree on additional conditions not provided for by the Terms/Terms of service and Fees, or different from them, by entering into a written agreement, which becomes an integral part of the Service agreement.

14. TERMINATION OF THE SERVICE AGREEMENT.

14.1. The Service agreement may be terminated at any time by agreement of the Parties.

14.2. The Client and FINCI have the right to terminate the Service agreement at any time, unilaterally, without specifying the reasons:

14.2.1. The Client has the right to terminate the Service agreement by notifying FINCI thereof 30 (thirty) calendar days in advance by the means provided in clause 12 of the Terms, except when the Applicable regulations establish a different period;

14.2.2. FINCI has the right to terminate the Service agreement by notifying the Client thereof 60 (sixty) calendar days (if the Client is not a Consumer – 30 (thirty) calendar days) in advance by the means provided in clause 12 of the Terms, except when the Applicable regulations establish a different period;

14.2.3. FINCI also has the right to terminate the Service agreement and refuse to provide Service(s) for the reasons stated in clause 9.2 of the Terms, notifying the Client thereof 30 (thirty) calendar days in advance by the means provided in clause 12 of the Terms, unless the Applicable regulations states otherwise.

14.3. The Client, who is a Consumer, after the termination of the Service agreement, which was valid until the day of termination for at least 6 (six) months, does not pay any Commission fees. In all other cases, the Client pays a Commission fee for termination of the Service agreement in accordance with the Fees.

- 14.4.** The Client pays a regular Commission fee charged for the Services in proportion to the day of termination of the Service agreement. If the Commission fee was paid in advance by the Client, FINCI must return the difference to the Client account.
- 14.5.** Termination of the Service agreement does not relieve the Client from properly fulfilling all obligations to FINCI arising before the date of its termination. Payment operations initiated under the Service agreement prior to its termination, shall be completed in accordance with the Service agreement applicable until its termination, unless the Parties agree otherwise.
- 14.6.** The Client is informed that FINCI can close the Client account/User profile and terminate the Service agreement unilaterally, if there is a 0 (zero) balance on the Client account (no Electronic money) or/and if Client did not perform any Payment operations in the Client account for 6 (six) consecutive months.
- 14.7.** When the Service agreement is terminated by the Client's request or by the FINCI's request, the Electronic money stored in the Client account must be redeemed under the Client's request. The Client shall submit the said request by generating the Payment order to transfer Electronic money from the Client account to any other account specified by the Client.
- 14.8.** When the Service agreement is terminated by the Client's request or by the FINCI's request, the Client obligates to perform all necessary actions to redeem all Electronic Money stored in the Client account in the manner provided for in clause 14.7 of these Terms within the deadline specified by the FINCI after receipt of Client's or submission of FINCI's notice on termination of the Service agreement. If the Client fails to perform all necessary actions to redeem all Electronic Money stored in the Client account within the said period, FINCI shall reserve the right to apply the Commission fee specified in the Fees for holding funds on the Account after termination of the Service agreement.

- 14.9.** When the Service agreement is terminated by the Client's request or by the FINCI's request, the Client obligates to perform all necessary actions to redeem all Electronic Money stored in the Client account in the manner provided for in clause 14.7 of these Terms before sending a notice on account closing to FINCI or immediately after receiving FINCI's notice on account closing. In case the Client fails to perform all necessary actions to redeem all Electronic Money stored in the Client account within one of the said periods and Electronic Money stored in the Client account does not exceed the amount of 10 EUR, FINCI shall reserve the right to apply the Commission fee specified in the Fees.
- 14.10.** The termination of the Service agreement shall not affect the validity of the Fees if FINCI will be providing the Services to the Client after the termination of the Service agreement chargeable in accordance with the Fees (e.g. Closing account administration fee, etc.).
- 14.11.** When these Terms are terminated by the Client's request, the Client, who is Consumer, will receive on durable medium selected by the FINCI the Statement on all Payment operations completed in the Account within the last 36 (thirty-six) months, and where less than 36 (thirty-six) months have elapsed after the day of conclusion of the Terms, during all such period. The provisions of this clause apply only to the Clients who are Consumers. In case of termination of these Terms concluded with the Client, who is not a Consumer, such Client until the moment of termination of the Terms must save and/or print the Statement on all Payment operations completed in the Account.
- 14.12.** FINCI has the right to deduct from the amount of Electronic money redeemed from the Client any amounts due to FINCI (Commission fee, interests, expenses that were not paid by the Client, including but not limited to, fines and damages incurred by the FINCI in connection with the violation of the Service agreement by the Client, imposed by international payment card organizations, other financial institutions, government agencies or/and state institutions). In the event of a dispute between the Parties, FINCI has the right to delay the redemption of Electronic money from the Client until the dispute is resolved.

- 14.13.** If it is impossible to perform redemption specified in clause 14.7. of the Terms for reasons beyond the control of FINCI, FINCI immediately notifies the Client. The Client is obliged to immediately indicate other details of the Client's account or provide FINCI with additional information necessary for the redemption.
- 14.14.** After Electronic money redemption specified in clauses 14.7. of the Terms, FINCI closes the Client account.
- 14.15.** If after the date of termination of the Service agreement Electronic money is still in the Client account, for such maintenance of the Client account in the System, FINCI has the right to apply the fee specified in the Fees withheld by FINCI from the Client account in accordance with the Terms.

15. DISPUTE RESOLUTION

- 15.1.** Any disputes between the Parties are resolved through bilateral negotiations.
- 15.2.** If the Client believes that FINCI has violated Client's rights or legitimate interests, the Client must first submit a written claim to FINCI in maximum detail, with attachment of the documents on the basis of which the claim and demands are made, no later than 3 (three) months from the day when the Client learned or should have learned about the violation of his rights or legitimate interests.
- 15.3.** FINCI undertakes to review the Client's claim and notify the Client in writing of the decision taken no later than within 15 (fifteen) Business days from the date of receipt of the Client's claim, unless otherwise specified by the Applicable regulations.
- 15.4.** If, for reasons beyond the control of FINCI, the Client's claim cannot be considered and the response cannot be provided within fifteen (15) Business days, FINCI must inform the Client about the reasons for the delay of the reply within this period and indicate the period during which the Client will get the answer.

- 15.5.** The maximum response time to the Client's claim shall not exceed 35 (thirty-five) Business days, except for the cases when Applicable regulations or other legal acts related to the provision of the Services (rules of international payment card organizations of VISA/MasterCard etc.) provide for other terms.
- 15.6.** If the decision made by FINCI does not satisfy the Client, the Client is entitled to use other legal methods to protect its rights.
- 15.7.** If the Client, who is a Consumer, is not satisfied with FINCI's response or did not receive a response within the period specified in clause 15.5. of the Terms, has the right within 1 (one) year from the date of filing a claim to FINCI, to submit a request to the institution of out-of-court settlement of disputes - the Bank of Lithuania, in the manner prescribed by the Applicable Regulations (address: Žirmūnų str. 151, LT-09128 Vilnius, e-mail: frpt@lb.lt, website: www.lb.lt).
- 15.8.** In case of failure to resolve disputes through negotiations, they must be settled in the courts of the Republic of Lithuania in the manner prescribed by the Applicable Regulations. If the address (place of residence) of the Client who is not a Consumer is outside the Republic of Lithuania, disputes that are not settled by negotiation shall be considered in the manner prescribed by the Applicable Regulations in court at the location of FINCI.
- 15.9.** For all disputes arising from these Terms /Terms of service or Service Agreement, the Applicable Regulations apply.

16. FINAL PROVISIONS

- 16.1.** The Parties hereby agree that the language of the Service Agreement shall be English.
- 16.2.** The titles of the sections of the Terms are intended only for the convenience of the Parties and cannot be used to interpret the provisions of the Terms.

- 16.3.** If any provision of this Agreement shall be found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain valid and in force and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal whilst maintaining or giving effect to its commercial intention.
- 16.4.** The Parties confirm that FINCI has the right to transfer its rights and obligations arising from the Service agreement to any third party at any time, without the consent of the Client, and the Client has the right to transfer its rights and obligations arising from the Service agreement only with the written consent of FINCI.
- 16.5.** FINCI shall be entitled to sub-contract any third party for the purpose of the provision of the Services under Services agreement, without providing any notice to the Client.
- 16.6.** FINCI has the right to demand the documents drawn up abroad to be translated, notarized, legalised, or certified with the Apostille, except when legal acts state otherwise.
- 16.7.** All costs for drafting, delivery, certification and translation of documents provided to FINCI shall be covered by the Client.
- 16.8.** Links to FINCI website given in the Terms and/or Service agreement are integral part of this Service agreement and are applied to the Client from the moment it starts using the respective Service(s).