

## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

### 1. DEFINITIONS OF KEY TERMS

- 1.1. **Acceptable languages** – Lithuanian and English.
- 1.2. **Applicable regulations** – laws and other legal 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 to verify the identity of the Client or the Authorized person and/or confirm the Client's or the Authorized person'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 or the Authorized person via the communication channels established by the System for logging into the User profile and the Account and/or for the Authorization.
- 1.5. **Authorized person** – a natural person who has the right to represent and act on behalf of the Client in relations with FINCI under power of attorney, under articles of association or other similar document and/or legal acts.
- 1.6. **Beneficial owner** – a natural person who is the owner of the Client (legal entity) or controls the Client, and/or a natural person on whose behalf the transaction or activity is conducted and whose specific features are defined in the Applicable regulations.
- 1.7. **Business day** – a day during which FINCI provides the 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.
- 1.8. **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.
- 1.9. **Currency exchange rate** - the currency exchange rate a determined, changed and announced by FINCI according to which the currency is exchanged.
- 1.10. **Client** – a natural person (fully legally capacitated person who has reached the age of 18) or a legal person who is registered in the System and has the User profile.
- 1.11. **Client account or Account** – an Electronic money and payment 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 receive the Services.
- 1.12. **Client identification** – identification and verification of the 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.
- 1.13. **Commission fee** – fee for the Service provided by FINCI calculated in accordance with the Service agreement and/or Fees.
- 1.14. **Consent** - the Payer's/Client's consent to initiate and/or execute the Payment operation or to use any other Services, which is given in the form of using Authorization code and/or other means of identification allowed by FINCI.
- 1.15. **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.
- 1.16. **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.

1.17. **Fees** – a document stating the prices of the Services established by FINCI, available Subscriptions plans and other important information available on [FINCI website](#) and User profile, which is considered as the Terms of service.

1.18. **FINCI** – Finci, UAB (legal entity code 304934066, with registered office at Mėnulių str. 11-101, LT-04326 Vilnius, Lithuania, holding electronic money institution license No. 60 issued on 5 December 2019 by the supervisory authority the Bank of Lithuania. Further information on the Bank of Lithuania can be obtained on its website at [www.lb.lt](http://www.lb.lt)). More information about FINCI, including, but not limited to, its contact details, may be found at FINCI website.

1.19. **FINCI application** – a mobile application installed and used on the Client's mobile device through which the Client can logging into the User profile/the Account and receive the Services.

1.20. **FINCI website** – means FINCI's website at the address <https://finci.com>, where the Client can find information about FINCI, including, but not limited to, its main office address, e-mail address, and through which the Client can log in to the User profile/Account and receive the Services.

1.21. **Foreign country** – means a country other than the Member State.

1.22. **Payment card** – the payment card provided by FINCI which is linked to the Account allowing the Cardholder to carry out the Operations. Unless otherwise specified, the term "Payment card" further in the Terms also includes the terms:

1.22.1 **Digital card** – payment card without a plastic base, providing a possibility to make the E-Operations and the POS Operations using Apple Pay or Google Pay technology;

1.22.2. **Physical card** – classical plastic payment card, providing a possibility to make a full stack of the Operations;

1.22.3. **Virtual card** – payment card providing a possibility to make the E-Operations only.

1.23. **Parties/Party** – FINCI and the Client together and each separately.

1.24. **Password** – a combination of letters, numbers or symbols, created by the Client during registration in the System, for logging into the User profile and the Account.

1.25. **Payer** – a natural or legal person who submits the Payment order.

1.26. **Payment instrument** – any personalized device and/or procedures agreed by the Parties by which the System allows to link with the Account and to initiate the Payment order.

1.27. **Payment operation** – the Incoming payment, the Outgoing payment or the Withdrawal of funds initiated by the Payer or the Recipient.

1.27.1. **Incoming payment** – a payment service, as a result of which funds are being transferred to the Client account.

1.27.2. **Outgoing payment** – a payment service, as a result of which funds are transferred from the Client account.

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

1.28. **Payment order** – an order from the Payer or the Recipient to execute the Payment operation.

1.29. **Payment service(s)** – execution of the Payment operations, including transfers of funds on the Account; services enabling Withdrawals of funds from the Account as well as all the operations required for operating the Account; issuance and (or) acceptance of the Payment instruments.

1.30. **Payment services provider** – means a bank, a payment institution, an electronic money institution or other financial institution that is authorized to provide payment services.

1.31. **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, mobile number and other.

1.32. **Member State** – a member state of the European Union or a member country of the European Economic Area.

1.33. **Recipient** – a natural or legal person specified in the Payment order as a recipient of funds from the Payment operation.

1.34. **Prohibited party** - any individual, company, a group thereof or an organisation, who/which meet at least one of these criteria:

1.34.1. directly or indirectly owned or controlled by subjects who are subject to the Sanctions for any reasons;

1.34.2. directly included into any list of the Sanctions;

1.34.3. directly or indirectly related with subjects who are subject to Sanctions for any reasons and/or prohibited goods/services (e. g. FINCI determines business partners directly or indirectly subject to the Sanctions, directly or indirectly prohibited goods/services, etc.);

1.34.4. established or present and / or reside in the countries and territories against which the Sanctions and/or restrictions are imposed;

1.34.5. related with subjects, countries, territories subject to the Sanctions for any reasons or prohibited goods or services in any other way.

1.35. **Sanctions** - means any trade, economic or financial sanctions, embargos or other restrictive measures established, applied or administrated by the (i) the United Nations, (ii) the European Union; (iii) the United Kingdom, (iv) the United States, (v) Lithuania and/or (vi) the respective government institutions of any of the foregoing, including, without limitation, HM Treasury, the Office of Foreign Assets Control of the US Department of the Treasury (OFAC). FINCI reserves the right without prior notice to unilaterally change the list of sanctions to which FINCI adheres, taking into consideration the requirements of local, international acts of law and its internal policies.

1.36. **Subscription plan** – a monthly or, if applicable, an annual subscription to the selected specific Subscription plan.

1.37. **Service(s)** – the issuance and redemption of the Electronic money, provision of the Payment service(s) and any other services provided to the Clients by FINCI.

1.38. **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, [Fees Information Document](#) and other documents that may from time to time be notified to the Client or published on FINCI website.

1.39. **Statement** – a document, which includes information about all Payment operations executed through the Client account during the specific period of time.

1.40. **System** – software solution provided by FINCI through FINCI website and FINCI application and used by FINCI to provide the Services.

1.41. **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.

1.42. **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 Services.

1.43. **Unique identifier** – a combination of letters, numbers or symbols which the Payment services provider assigns to the Recipient/the Payer as the payment services user, and by which it uniquely identifies the Recipient/the Payer participating in the Payment operations, and/or the account used in the Payment operations. In case the Unique identifier is assigned by FINCI, it is the Account number assigned by the FINCI according to the standard of the international bank account numbers, i.e., IBAN.

1.44. **User profile** – the result of the Client’s registration in the System, during which Personal data and other information about the Client are being processed and recorded with the assignment of the Unique identifier to the Client and its rights in the System are being determined. User profile provides the possibility, among other things, to manage the Account according to the procedure established by FINCI. The User profile may be accessible through the FINCI website or the FINCI application.

Other terms in capital letters used in this definition shall have the same meanings as set out in the FINCI Card Terms and Conditions which are considered as the Terms of service, unless otherwise specified.

## **2. GENERAL TERMS AND EXCEPTIONS**

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 an important document that must be carefully studied by the Client before the Client decides to register in the System, create the User profile, open the 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. By entering into the Service agreement, the Client agrees that under the Applicable regulations (namely under the Article 5(1) of Law on Electronic Identification and Trust Services for Electronic Transactions of the Republic of Lithuania) the means employed by FINCI enabling it to identify the Client and/or Authorized person have the same legal validity as a signature on a written document and are considered as an advanced electronic signature as it is defined in the Applicable regulations (namely in Article 26 of EU Regulation No. 910/2014 of the European Parliament and of the Council of 23 July 2014).

2.7. Any consents, confirmations, assurances, notices expressed or other actions performed by the Client or the Authorized person in the System are recognized as personally signed by the Client and shall have the same legal validity as a signature on a written document.

2.8. Service agreement which the Client or Authorized person concludes through the System remotely, shall be deemed as written agreement concluded between FINCI and the Client and may be used as evidence before the courts and other institutions.

2.9. The Parties agree that FINCI will not apply in relation to the Service agreements concluded with the Clients who are not the Consumers, except where otherwise is established in the Service agreement, provisions of the Articles 11(1), 11(2), 13-28, 29(3), 37, 39, 41, 44, 51 and 52, as well as shall deviate from the period indicated in Article 36 of the Law on Payments of the Republic of Lithuania. Notwithstanding the foregoing, FINCI shall always retain all its rights under the Articles of Law on Payments of the Republic of Lithuania referred to in this clause.

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

2.11. The Client shall have the right to get familiarised with the applicable version of the Service agreement at any time by contacting FINCI. The Service agreement may also be posted on the FINCI website and if it is not posted there and if a separate request of the Client is received, the Service agreement must be furnished to the Client in durable medium acceptable to FINCI.

## **3. REGISTRATION IN THE SYSTEM AND CREATION OF THE USER PROFILE**

3.1. In order to start using the Services, the prospective Client must register in the System. The Client understands and agree that the identity of the Client and/or Authorised person and/or Beneficial owner shall be established and verified in accordance with the procedure determined by FINCI (including, but not limited to, FINCI decides on acceptable personal identification documents, required information and documents, etc.).

3.2. As a result of the registration of the Client in the System, the identification of the prospective Client is performed and the User profile is created for the Client in accordance with the clause 3.5 of the Terms.

3.3. The Client can only have 1 (one) User profile.

3.4. In order to open the Account for the Client – the legal entity, the 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 and create his/her own User profile following the instructions provided in the System and performing the required identification procedure.

3.5. The User profile is created in the System after the prospective Client has familiarized with and has accepted the Terms, 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, Fees Information Document 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 the User profile means entering into the Service agreement with FINCI for an indefinite period. A Service agreement shall enter into force and will be concluded for an indefinite period only after the 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. The Service agreement is available on the FINCI website and in the created User profile.

3.7. Client, who is the Consumer (private person), understands and agrees that automatically after the Account opening to the Client will be issued the Digital card in the User profile. By accepting these Terms, the prospective Client also accepts FINCI Card Terms and Conditions which are considered as the Terms of service. If the Client does not want to use the issued Digital card, the Client can terminate the Digital card in accordance with the procedure established by FINCI.

3.8. Client hereby confirms that the 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:

3.8.1. 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);

3.8.2. 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;

3.8.3. process the Personal data of the Client, the Beneficial owner(s) (where applicable), the Authorized person (where applicable) and the information, documents received from the Client and Authorized person (where applicable), including by using the services of third parties;

3.8.4. go through the identification procedure of the Client, the Authorized person (where applicable) and the Beneficial owner(s) (where applicable) in the manner specified by FINCI, such as the personal presence of the Client and/or the Authorized Person (where applicable) in the FINCI office, video conference, biometric identification, etc.

3.9. 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 the Client understands that the Client is fully responsible for any consequences of providing false, incorrect or/and inaccurate information, data and/or documents, including possible losses.

3.10. The Client will be notified of the successful creation of the User profile and about FINCI's decision on approval of the created User profile by e-mail, the address of which was specified during registration in the System.

3.11. The Client is prohibited to have more than one User Profile, as well as to provide false, incorrect and/or inaccurate data, information or documents when registering in the System. If the Client has entered false, incorrect and/or inaccurate data, information or has provided false, incorrect and/or inaccurate documents, Client is obliged to immediately correct them and notify of any changes in the documents and information provided, and if because of such actions several User profiles were created, the Client is obliged to immediately inform FINCI about this.

3.12. 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 are changed, the Client shall immediately no later than within 1 (one) Business day from the date of the change, update them in the User profile and provide confirming documents, in the form established by FINCI.

3.13. The Client hereby confirms that the 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.

3.14. FINCI has the right at any time to require the Client to provide additional information and/or documents related to the Client, the Beneficial owner(s) (where applicable), the Authorized person (where applicable) or Client's operations on the Client account at the Client's expense, within the timeframe, in the form, language and volume specified by FINCI,. In addition, FINCI has the right at any time to require the Client periodically, in the manner established by FINCI, to 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.

3.15. The Client guarantees and ensures that any documents, information and data submitted by the Client and the Authorized person to FINCI are correct, accurate and complete. The Client undertakes to immediately notify FINCI in writing of any change in the documents, information and data provided.

3.16. 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.

3.17. FINCI shall accept only such documents submitted to it supporting the Authorized person's powers, which clearly and unambiguously identify the Client, the Client's Authorized person and the extent of powers granted to the Client's Authorized person. FINCI shall have the right to refuse to accept the documents which do not meet the requirements mentioned in this clause or other FINCI's requirements. FINCI shall have the right to demand that the documents supporting the powers granted to the Client's Authorized person would be notarized and/or apostilled and/or legalized. The power of attorney submitted to FINCI shall be considered effective until revoked by the Client and notified to FINCI in writing about this fact or until the expiry of the period of validity specified in the power of attorney.

3.18. When registering in the System, the prospective Client must make sure that during registration his/her 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.

3.19. By entering into the Service agreement, potential Client and potential Client's Authorized person (where applicable) confirm to FINCI that:

- Authorized person opening Account for the Client has full power and authority to enter into the Service agreement and act on Client's behalf;

- have duly, carefully and fully read the terms and conditions of the Service agreement and undertake to abide by such terms and conditions throughout the term of the Service agreement;
- at the moment of entering into the Service agreement, Client (where the potential Client is a natural person) and Authorized person (where applicable) are fully legally capacitated and are not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances;
- Client and Authorized person are at least 18 years old;
- Client and Authorized person do not have limited legal capacity due to disorders of mental nature or other reasons according to any judgment that has taken effect;
- Client (where the potential Client is a legal entity) is a legal entity duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
- the funds involved in the Payment operations are from and will be from a legitimate source.
- the Client has become acquainted with the legal acts regulating the Sanctions and in Client's activities the Client complies (and will comply) with these legal acts.

3.20. By entering into the Service agreement, the Client undertakes to immediately notify FINCI in writing if the Client is acting on behalf of someone else and/or if the Client intends to perform the Payment operations on behalf of the third persons and/or to hold third persons' funds in the Accounts to be opened/opened in the Client's name. The Client confirms that if such notification is not provided to FINCI, the Client is the owner of the funds held in the Accounts to be opened/opened in the Client's name, the Client is acting on its own behalf, as well as the Client is not performing any Payment operations on behalf of the third persons and the Client is not holding third persons' funds in the Accounts opened in the Client's name.

3.21. FINCI has the right to not approve the Client's registration in the System and creation of the User profile without explaining the reasons for such refusal. Commission fees paid by the Client are non-refundable if the User profile is not created and the Account is not opened due to the Client's fault or FINCI's refusal.

#### **4. OPENING THE CLIENT ACCOUNT. TERMS OF ISSUING AND REDEMPTION OF ELECTRONIC MONEY**

4.1. After the created User profile is verified and approved by FINCI, the Client account is automatically opened for and assigned to 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. The Electronic money is stored in the Client account. FINCI issues the Electronic money when FINCI receives funds for the Client. After FINCI receives funds, FINCI issues the 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 for the Client, after the Commission fee is charged, if applicable, depending on the method of receipt of the funds.

4.5. The Client can add funds to (top-up) the Account by using the payment card, by making Incoming payment from other accounts or using other methods of adding funds to the Account acceptable to FINCI. The specific method of adding funds to the Account is selected by the Client in the User profile by choosing a particular function.

4.6. The Electronic money stored in the Client account is not a deposit and FINCI in no way pays interest or provides any other benefits to the Client related to the length of the period during which the Electronic money is stored in the Client account. FINCI has the right to set the minimum balance of the Client account.

4.7. At the request of the Client, the Electronic money stored in the Client account must be redeemed at the 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.

4.8. The Client makes a request for the redemption of the Electronic money by submitting the

Payment order for the execution of the Outgoing payment outside the Electronic money System or the Withdrawal of funds or by other means specified in the System.

4.9. 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 the Electronic money.

4.10. No separate terms and conditions apply to the redemption of the Electronic money other than those applicable to standard Payment operations and other Services performed on the Client account.

4.11. An additional fee for the redemption of the Electronic money is not charged. Depending on the method of the Payment operation (e.g., Outgoing payment outside Electronic money System or Withdrawal of funds) the Client chooses, a standard Commission fee may be applicable which will be deducted from the balance in the Client account prior to the Payment operation.

## **5. USE OF THE CLIENT ACCOUNT**

5.1. The Client manages the Client account and performs the Payment operations from the Account remotely via:

- the FINCI website by logging into the User profile or
- the FINCI application by logging into the User profile.

5.2. The Client account allows the Client to perform the Payment operations and receive other Services. Each time logging into the User profile, the Client is obliged to go through the Authorization procedure established by the System (provide Consent).

5.3. The Payment operation is considered authorized only if the Payer provides the Consent. The Consent is provided by using the means of identification while being logged into the User profile – the Authorization code. The Consent may be expressed by other form and manner established by FINCI or indicated in the additional agreement between the Parties.

5.4. The Consent shall be provided prior to the execution of the Payment operation in accordance with the procedure established by FINCI.

5.5. To initiate the Outgoing payment, the Client shall complete the Payment order and submit it for execution by providing the Consent in accordance with the procedure established in the System.

5.6. The submission of the Payment order by the Client and provision of the Consent in the System is for FINCI the Client's unconditional instruction and Client's Consent to execute the Outgoing payment.

5.7. When the Payment operation is performed using the Payment card, the Client (Payer) shall confirm the Consent in the manner specified in the FINCI Card Terms and Conditions which are considered as the Terms of service.

5.8. The Consent confirmed in the above-mentioned ways shall be considered as duly confirmed by the Client (Payer) and shall have the same legal validity as a signature of such Client (Client's Authorized person) on a written document and shall be used as a means of proof when solving the disputes between the FINCI and the Client before the courts and other institutions.

5.9. Before submitting the Payment order to FINCI, the Client must always carefully read the instructions for completing the Payment order and carefully examine the details of the Payment order. The Client is obliged to provide the Payment order in accordance with the instructions specified in the System. FINCI assumes no liability for any incorrect Payment orders submitted by the Client/Payer.

5.10. In addition to the obligation to indicate the Unique identifier, FINCI may request the Client to provide certain additional information in the Payment order so that FINCI would be able to execute it (e.g., indicate payment amount, currency, Recipient's name, surname, legal name, or address, payment codes, as well as other necessary information). Requirements on information are given in the Payment order form, the Service agreement, FINCI application or FINCI website or by providing the Client with a separate notice concerning submission of the required information.



5.11. If the Client is the Recipient, the Client is obliged to provide detailed and accurate data to the Payer so that the Payment order for the execution of the Incoming payment complies with the instructions specified in the System and valid at the moment of the Incoming payment. Before sending information to the Payer, the Client is obliged to carefully read the instructions for completing the Payment order.

5.12. The Client may check the balance of the Account, obtain the Statement and find information about applied Commission fees by logging into the User profile in accordance with the procedure established by FINCI.

5.13. The Client is obliged, at least 1 (once) per month, to verify information about the Payment operations conducted on the Client account.

5.14. The Client is obligated to notify FINCI of any unauthorized (without Consent) or incorrectly executed Payment operations, as well as any other errors, mismatches or violations found by the Client in the Statement. The notice of the Client, who is the 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 of the day of debiting the funds. The notice of the Client, who is not the Consumer, 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 unauthorised Payment operation or incorrectly executed a Payment operation.

5.15. If the Client fails to notify FINCI of unauthorized or incorrectly executed Payment operations within the time period specified in clause 5.14. of the Terms, it is considered that the Client has unconditionally confirmed all executed Payment operations.

5.16. Upon receipt of a respective Client's (Payer's) detailed notification regarding unauthorised Payment operation within the time limits specified under clause 5.14. of the Terms or having established that the Payment operation has not been authorised by the Client, FINCI shall, without undue delay, but no later than by the end of the next Business day, return to the Client the amount of such unauthorised Payment operation and, where applicable, restore the balance of the Account from which the amount was debited which would have existed if such unauthorised Payment operation would not have been executed, unless FINCI has reasonable grounds to suspect fraud and (or) existence of other circumstances under which the Client shall bear the losses relating to unauthorised Payment operation. The notification referred to in this clause should be submitted during the Business hours on the Business day. The notification submitted after Business hours or not on the Business day shall be considered to be received on the next Business day of FINCI.

5.17. The Client undertakes to always have a positive balance in the Client account. In case the Account has a negative balance, the Client undertakes to cover the negative balance immediately without any notice from FINCI side.

5.18. FINCI reserves the right to set and change restrictions and limits related to the Services at its sole direction (e.g., set and change list of restricted jurisdictions and territories, limits on Payment operations on the Client account) and the Client undertakes to comply with them. Certain activities, Payment operations limits and volumes may be allowed only when the Client has passed the checks and provided to FINCI the relevant information and documents.

5.19. The Client may apply for a change of limits on the Payment operations in accordance with the procedure established by FINCI, however, FINCI shall have the right to restrict the size of the limits and require the Client to undergo an additional Client identification procedure in accordance with the FINCI's procedures.

## **6. EXECUTION OF THE PAYMENT OPERATIONS**

6.1. The Client's Payment order is considered received by FINCI on the day of its receipt or if the moment of receipt of the Payment order is not the Business day, the Payment order is deemed received on the next Business day. If the Client's Payment order is received by FINCI on the Business day, but not during the Business hours, it is deemed received on the next Business day.

6.2. Subject to the provisions of these Terms and the Applicable regulations, FINCI shall use

reasonable efforts to ensure that from the moment of receipt of the Payment order at FINCI, the funds of the Payment operation are credited to the account of the Recipient's Payment service provider within the following terms, unless other terms are indicated in the Service agreement or other FINCI's document:

6.2.1. Where the Payment order is executed in the euro currency and the Recipient's account is held at the Payment service provider registered in the Republic of Lithuania - on the same Business day, provided that the Payment order is received on the Business day before 12 p.m. Where the Payment order is received on the Business day after 12 p.m. - not later than on the following Business day;

6.2.2. Where the Payment order is executed in the euro currency and the Recipient's account is held at the Payment service provider registered in other Member State - no later than by the end of next Business day;

6.2.3. Where the Payment order is executed in the currency other than euro and Recipient's account is held at Payment service provider registered in the Republic of Lithuania or another Member State - not later than within 4 (four) Business days from the moment of receipt of the Payment order at FINCI;

6.2.4. If the Payment operation is executed in the currency of the Foreign country or the currency of the Member State and the Recipient's account is held at the Payment service provider registered in the Foreign country, FINCI does not set a time limit for the crediting of the account of the Recipient's Payment service provider.

6.3. If the Client is the Recipient FINCI, subject to the provisions of these Terms and the Applicable regulations, shall ensure the possibility for the Client to use the amount of the Payment operations in the Account immediately after such amount is credited to the FINCI's account and after FINCI has received the entire relevant information required for this purpose.

6.4. The time limits for the execution of the Payment orders can be changed due to regular monitoring of the business relations performed by FINCI or by its correspondent financial institutions (e.g., credit, electronic money, payment or other financial institutions) as required by the Applicable regulations. In such case, FINCI is not responsible for the later implementation thereof, as compared with the terms specified in this section, and for any incurred damage or unearned income, etc.

6.5. FINCI has the right not to execute the Incoming payment if:

6.5.1. information about the Payer or the purpose of the Incoming payment is not clear/not understandable or not specific enough;

6.5.2. doubts were raised as to the compliance/accuracy of the Unique identifier and the Recipient indicated in the Payment order;

6.5.3. there is a suspicion that the Incoming payment is connected with the legalization of proceeds from crime, financing of terrorism or other criminal, unlawful activities;

6.5.4. in case of exceeding or potentially exceeding the limit established for the Client;

6.5.5. if the information furnished to FINCI is not sufficient for the fulfilment of requirements of the Applicable regulations, or creates the risk of violation of those regulations;

6.5.6. execution is not possible due to reasons beyond the reasonable control of FINCI (e.g., because the correspondent financial institution refuses to execute such Incoming payment);

6.5.7. in case of requirements of relevant public authorities, correspondent financial institutions, other banks;

6.5.8. in cases provided for by the Applicable regulations;

6.5.9. due to other justifiable reasons.

6.6. Before executing the Incoming payment, FINCI has the right to demand and the Client is obliged to provide information/documents on the Incoming payment so that FINCI has a complete and clear idea of the legal basis and the origin of the funds of the Incoming payment or provide other information/documents indicated by FINCI in a way acceptable to FINCI at the expense of the Client.

If within the period specified by FINCI information/documents are not provided in the requested form, volume and manner or FINCI has doubts in their veracity, FINCI has the right not to execute the Incoming payment or/and return it to the Payer. The Client hereby confirms that Client understands that in cases mentioned in this clause and in clause 6.5. of the Terms, FINCI does not bear any responsibility for the possible delay in the execution of the Incoming payment and the possible losses of the Client or the Payer.

6.7. FINCI executes the Incoming payments to the Client account without the separate consent of the Client. When executing the Incoming payment, 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. If the Payment order is executed in accordance with the Unique identifier stated in the Payment order, it shall be deemed to have been duly executed.

6.8. If the amount of the Incoming payment was credited to the Client account by mistake of FINCI or in other cases without a legal basis, the Client gives an irrevocable consent that FINCI has the right to debit the such amount from the Client account without separate Client's Authorization (Consent). 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.

6.9. If the amount of the Incoming payment 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 Incoming payment was received.

6.10. In any case, when the Client detects an erroneous or without any legal basis receipt of the Incoming payment to the 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 Incoming payment.

6.11. FINCI has the right not to accept the execution of the Client's Payment order and/or not to execute the Outgoing payment if:

6.11.1. not all the required fields specified in the Payment order have been completed or the Payment order has other deficiencies;

6.11.2. Payment order was not properly Authorized (Consent was not properly provided) or there is a suspicion that the Payment order was not submitted by the Client or the Authorized person or FINCI suspects that the Account is used or may be used in an unauthorized or fraudulent manner;

6.11.3. information about the Recipient or the purpose of the Outgoing payment is not clear/not understandable or not specific enough;

6.11.4. there is a suspicion that the Outgoing payment is connected with the legalization of proceeds from crime, financing of terrorism or other criminal activities;

6.11.5. FINCI received information about the death of the Client / Authorized person, the liquidation of the Client or the bankruptcy procedure initiated;

6.11.6. actions with the Client account are limited;

6.11.7. there are not enough funds in the Client account to execute the Payment order and pay the Commission fee;

6.11.8. the validity period of the identity document of the Client and/or Authorized person of the document specified in the User profile has expired;

- 6.11.9. the Client did not provide the information, data or documents requested by FINCI related to the Outgoing payment;
- 6.11.10. in case of exceeding or potentially exceeding the limit established for the Client;
- 6.11.11. the Outgoing payment is made to certain restricted countries or territories;
- 6.11.12. FINCI considers that the Outgoing payment is suspicious;
- 6.11.13. in case of requirements of relevant public authorities, correspondent financial institutions, other banks;
- 6.11.14. in case the execution is not possible due to reasons beyond the reasonable control of FINCI (e.g., because the correspondent financial institution refuses to execute such Outgoing payment);
- 6.11.15. in case the funds in the Account are seized or the right to dispose of the funds in the Account is restricted in any other way;
- 6.11.16. if the information furnished to FINCI is not sufficient for the fulfilment of requirements of the Applicable regulations, or creates the risk of violation of those regulations;
- 6.11.17. in cases provided for by the Applicable regulations;
- 6.11.18. due to other justifiable reasons.
- 6.12. Before executing the Payment order, FINCI has the right to demand and the Client is obliged to perform certain actions, 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 or provide other information/documents indicated by FINCI in a way acceptable to FINCI at the expense of the Client. If within the period specified by FINCI certain demanded actions are not performed, information/documents are not provided in the requested form, volume and manner or FINCI has doubts in their veracity, FINCI has the right not to execute the Payment order.
- 6.13. The Client hereby confirms that Client understands that in cases specified in clauses 6.11. - 6.12. 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.
- 6.14. 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.
- 6.15. FINCI shall have the right to involve third parties to execute the Payment operation in part or in full. If another financial institution which is involved in the execution of the Payment operation suspends its execution, FINCI shall not be liable for such action, but makes attempts to find out the reasons for the suspension.
- 6.16. 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 the Payment services provider of the Recipient does not use the IBAN format. If the Payment order is executed in accordance with the Unique identifier stated in the Payment order, it must be deemed to have been duly executed. FINCI shall not be held liable for the failure to specify the aforementioned Unique Identifier in the Payment order and/or for specifying a wrong Unique identifier, and/or when the Recipient's Payment services provider may have established a different Unique Identifier for the proper execution of such Payment operation (crediting of funds to the Recipient's account) or requested the provision of additional information.
- 6.17. In case of a refund of the Outgoing 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.), Commission fees paid by the Client for the execution of the Outgoing payment are not

returned, and other fees and costs related to returning of funds and applied to FINCI can be deducted from the Account.

## **7. CORRECTION AND CANCELLATION OF THE PAYMENT ORDER, REFUND OF THE PAYMENT OPERATION**

7.1. A Payment order cannot be cancelled after FINCI receives it in accordance with these Terms, unless the Parties specifically agreed otherwise. The status of the Payment order is indicated in the User profile.

7.2. In the event the Payment operation is initiated by or through the Recipient, such Payment order cannot be cancelled when Payer has given the Consent to the Recipient to execute the Payment operation.

7.3. The Client may initiate the cancelation of the Payment order through the User profile. In case the Client cancels the Payment order, the Commission fee paid by the Client is not refunded to the Client. FINCI shall have the right to charge the Commission fee for the cancellation of the Payment order set in the Fees.

7.4. In the event that FINCI cannot execute the Incoming payment due to incorrect or insufficient data specified by the Payer in the Payment order, at the written request of the Payer, FINCI may:

7.4.1. correct the Incoming payment (correct the incorrect data) with further transfer of funds to the Client account. Corrections shall not apply to the following data: an amount of the Payment order, the value date, Recipient's Payment service provider;

7.4.2. return the amount of the Incoming payment 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.

7.5. If FINCI cannot execute the Incoming payment due to incorrect or insufficient data specified by the Payer in the Payment order, FINCI may (but is not obligated) contact the Payer's Payment service provider, from which the Incoming payment was received, for clarification of information on the received Incoming payment. In the event of the Incoming payment correction, FINCI withholds the Commission fee from the amount of the Incoming payment before crediting it to the Client account.

7.6. In addition, if FINCI cannot execute the Incoming payment due to incorrect or insufficient data specified by the Payer in the Payment order, FINCI has the right, without contacting the Payer's Payment service provider, to return the amount of the Incoming payment to the Payer's Payment service provider, with the deduction of the Commission fee established in the Fees.

7.7. If the Recipient's Payment service provider addresses FINCI to clarify details of the Outgoing 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 Outgoing payment. In this case, the Client pays FINCI Commission fee, in accordance with the Fees.

7.8. Refunding to the Clients (Payers) of amounts of the Payment operations initiated by or through the Recipient shall be subject to the conditions and procedure established in the Applicable regulations and the Terms. If, upon giving his Consent to execute the Payment operation, the Client (Payer) indicates the maximum permissible amount of such Payment operations (one Payment operation or several such Payment operation executed over a certain period), it shall be considered that such particular maximum amount of the Payment operations could have been reasonably expected by the Client (Payer). The Client (Payer) shall not be entitled to the refund of amounts of Payment operation initiated by or through the Recipient under this clause, if the Client (Payer) has given consent directly to FINCI and, where applicable, FINCI or the Recipient has furnished the Client (Payer) in the agreed manner with the information about the future Payment operation or created conditions to get familiarised with it at least four weeks before the planned execution of the Payment operation. If the Payment operation amount is refunded to the Payer the Commissions paid to FINCI and related with the execution of such Payment operation shall not be refunded. The Client (Payer), who is not a Consumer, shall not be subject to the

provisions of this clause and shall not be eligible to recover the Payment operation amount.

## **8. CASH WITHDRAWAL**

8.1. 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.

## **9. THE COMMISSION FEES, THEIR PAYMENT PROCEDURE AND SUBSCRIPTION PLANS**

9.1. The price of the Services provided by FINCI is set by the Fees or specified in the Terms of service. FINCI shall be entitled, without separate notice and Client's Consent, to debit the applicable Commission fees and other payable amounts to FINCI from any Account opened by the Client with FINCI. FINCI shall also have the right to deduct the Commission fee payable by the Client (Recipient) directly related to the Payment operation, as specified in the Fees, from the amount transferred to the Client (Recipient) before crediting it to the Client's (Recipient's) Account.

9.2. By accepting the Terms, the Client confirms that Client has carefully read the Fees, that they are clear and acceptable to the Client and the Client agrees to pay established Commission fees for the Services and undertakes to hold in the Account sufficient amount of funds that would cover applicable Commission fees and other payable amounts.

9.3. Currency exchange rates of FINCI are constantly updated and published on the FINCI website and/or User profile. Revised 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.

9.4. The Commission fee is paid by the Client and charged by FINCI as follows:

9.4.1. if the Fees/Service agreement establishes the Commission fee on a regular basis (per month), the Commission fee is charged on the last calendar day of each month for the current month;

9.4.2. in all other cases, the Commission fee is charged during the provision of the Service, or in the order prescribed by the Service agreement.

9.5. The type of the Commission fee for the Payment operation shall be indicated to the Client before the execution of the Payment operation, unless otherwise provided for in the Terms of service.

9.6. FINCI charges the 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 the Outgoing 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. Such charges and expenses shall be covered by the Client.

9.7. The Commission fee is charged in the currency specified in the Fees or the Service agreement.

9.8. 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.

9.9. If 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.

9.10. 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 funds on the Account 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 choose the currency for exchange at its discretion.

9.11. If the Client, as the Payer, 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.

9.12. For late payment of the Commission fee and other payable amounts, the Client pays to FINCI an interest in the amount of 0.05% of the amount overdue for each day of delay. Payment of the interest does not release the Client from the obligation to pay the Commission fee and other payable amounts.

9.13. FINCI reserves the right to apply a penalty in the amount of 50 EUR (for the Clients who are the Consumers – in the amount of 25 EUR) for each case when the Client fails to provide the full extent of information and documentation within the deadline specified in the request of FINCI.

9.14. In case the Client is liable for any amounts to FINCI, FINCI reserves the right to deduct such amounts from any Account opened by the Client with FINCI.

9.15. If Commission fees were not deducted immediately when the Service was provided to the Client, FINCI shall have the right to deduct them any time later.

9.16. If the Client is the Consumer, at the beginning of each calendar year the FINCI will provide in the User profile 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 the 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.

9.17. The Client is responsible for any taxes or costs which may be applicable to the Outgoing payments Client makes or the Incoming payments receives, and it is responsibility of the Client to collect, report and pay the correct tax to the appropriate tax authority. The Client shall make an investigation on his own of the taxes applicable in respect of the Service.

9.18. In case of the death of the Client (where the Client is a natural person), Commissions fees are charged by FINCI until Client's relatives submit to FINCI information about the death of the Client supported by evidence (e.g., notarized death certificate).

9.19. The Client shall pay the Subscription plan monthly fee for each calendar month based on the selected Subscription plan according to the Fees.

9.20. Subscription plan monthly fee shall be calculated for each calendar month, deducted from the Account and shall not be refundable. The fee shall be paid irrespective of the use of the Services covered by the Subscription plan.

9.21. If the Client downgrades the selected Subscription plan, all additional benefits that are not included in the lower-class plan to the Client will be removed.

9.22. The Client can use the selected Subscription plan only within the limit of the existing plan. If the Client wishes to increase the limit that exceeds the limit of the selected Subscription plan, the Client is obliged to upgrade the Subscription plan in accordance with the requirements of FINCI.

9.23. The upgrade of the Subscription plan will be performed on the 1st (first) day of the next month after receipt of the Client's request to change the Subscription plan and all information, documents requested by FINCI.

9.24. The downgrade of the Subscription plan will be performed within 2 (two) Business days after receipt of the Client's request to change the Subscription plan and all information, documents requested by FINCI (if any).

9.25. If the Client changes (upgrades or downgrades) the Subscription plan till the 15th date of the specific month, then FINCI applies a full Subscription plan monthly fee, but if after the 15th date, then half of the Subscription plan monthly fee is applied.

9.26. Enterprise+ subscription plan is applied to the Clients (where the Client is a legal entity) which are engaged in activities posing a higher risk. FINCI may apply this subscription plan to the Client based

on other criteria, such as - complicated ownership structure, nominee presence in the company ownership and representation, high-risk country of company origin or location of main business partners as well as other factors. Conditions and product pricing are negotiable with FINCI, excluding the monthly fee, the fee for the first verification of the Client's documents and the Account opening fee.

9.27. The Client agrees that if there are not enough funds in the Account for the Fees of the Subscription plan and/or for the other recurring Fees, FINCI may suspend the provision of Services until enough funds are credited to the Client account to pay overdue Fees.

## **10. LIMITATION/TERMINATION OF THE PROVISION OF THE SERVICES**

10.1. In order to comply with the 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:

10.1.1. stop the provision of the Services to the Client in full or in part;

10.1.2. restrict access to the User profile and/or the System;

10.1.3. 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);

10.2. The measures specified in clauses 10.1.1.-10.1.3. of the Terms may apply in the following cases:

10.2.1. if the Client violates the Terms, Terms of the service, the Service agreement and/or other agreements concluded between Client and FINCI, or there is a real threat of such a violation by the Client;

10.2.2. if the Payment operations carried out on the Client account may damage the business reputation of FINCI;

10.2.3. if, in connection with the further provision of the Services to the Client, the interests of third parties may suffer;

10.2.4. 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;

10.2.5. if FINCI receives confirmed information about the death of the Client/Authorized Person, the liquidation of the Client or the bankruptcy procedure initiated;

10.2.6. in case of a reasonable suspicion that the personalized security data of the Payment instrument (including the Client's identification means) have become known or can be used by third parties;

10.2.7. 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;

10.2.8. the Client within a time period established by FINCI does not provide or does not provide sufficient 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 the Client identification procedures;

10.2.9. in case of a suspicion that the Client may be or is being engaged in activities unacceptable to the FINCI;

10.2.10. if, according to information at FINCI's disposal, the Client is active in an area or is engaged in the field of activity which has an inherent high risk of money laundering or terrorist financing;



10.2.11. if negative information has come into FINCI's possession (or FINCI has a reasonable suspicion) about the Client, its Beneficial owner, the Authorized person, the Client's reputation, economic activity, transactions, counterparties, or any other information that can adversely affect FINCI's reputation;

10.2.12. there are reasonable suspicions that the Client does not comply with the requirements of the section 19 of the Terms;

10.2.13. the result of the Client due diligence performed is not satisfactory to FINCI and/or does not comply with the Applicable regulations;

10.2.14. when executing any requirements or restrictions established by relevant public authorities, correspondent financial institutions or other financial institutions;

10.2.15. in case the Payment operation is directly or indirectly connected with persons who are subject to the Sanctions, including sanctioned financial institutions; in case the Client is the Prohibited party or exists a high probability that the Client may become the Prohibited party or the Client is related with the Prohibited party or the Payment operations in the Account are related with the Prohibited party (including the Incoming payments);

10.2.16. in cases provided for by the Applicable regulations, the Terms/Terms of service or the Service agreement.

10.3. The measures specified in clauses 10.1.1.- 10.1.3. of the Terms may also be applied in the cases not mentioned above, which may be considered by FINCI as important reasons, if they allow assuming that provision of the Services and/or continuation of a business relationship would infringe the legitimate interests of FINCI, its Clients or the public.

10.4. In cases where FINCI has applied, any of those measures specified above, FINCI shall notify the Client of the restrictive measure applied and the reasons for such application no later than within 1 (one) Business day, unless such notification is prohibited by Applicable regulations or when the provision of such notice would impair the safeguards.

10.5. The Client account and/or the Payment instrument may be blocked:

10.5.1. at the verbal request of the Client;

10.5.2. at the request of the Client sent via the User profile.

10.6. FINCI has the right to require that the Client's verbal request to block the Client account and/or the Payment instrument would 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 the Client understands that in case the Client fails to comply with above mentioned FINCI's requirement, FINCI is not liable for damages that may arise as a result of non-compliance with the abovementioned Client's request.

10.7. 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.

10.8. FINCI cancels those restrictive measures specified in clauses 10.1.1. – 10.1.3. of the Terms only when, according to FINCI's evaluation, there are no more reasons for their application.

10.9. In case of the death of the Client (where the Client is a natural person), his/her relatives can block the Account only after submitting a notarized death certificate.

10.10. 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 10.1.1. - 10.1.3. 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.

## **11. CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

11.1. 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.

11.2. By accepting these Terms, the Client agrees that FINCI will process Personal data for the purpose of providing Services and in accordance with the Applicable regulations and/or legitimate interests of FINCI or third parties. Detailed information on Personal data processing by FINCI is explained in Privacy Policy, which is available on the FINCI website.

11.3. FINCI makes every effort to ensure compliance with the Applicable regulations with regard to the Client's confidential information and the Personal data and to undertake all reasonable measures to ensure its security.

11.4. 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, Authorized person (where applicable) and Beneficial owner(s) (where applicable) and establish/confirm the authenticity of the data and documents provided by the Client and/or the Authorized person.

11.5. In order to fulfil FINCI obligations under the Service agreement and ensure the best quality of the Services, FINCI has the right to record conversations with the Client and the Authorized person (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 before the courts and other institutions. The Client confirms that the Client is informed and agrees that FINCI is entitled to record any conversations with the Client and/or with the Authorized person, keep these records for period, that is necessary for provision of the evidence or the information related to the Services. The detailed information about data subject rights and requests is provided in the Privacy Policy published on FINCI website.

11.6. The Client agrees that the Client's Unique identifier and other data necessary for the execution of the Incoming payment may be displayed to another FINCI's Client who intends to make the Incoming payment to the Client if another FINCI's Client enters valid Client's data in the System (first name, last name/company name).

11.7. FINCI shall have the right to provide the Recipient's Payment service provider or other parties directly related with the execution of the Payment order with all information contained in the Payment order (including the Client's Personal data given in the Payment order).

11.8. The Client is obligated to ensure that the persons other than the Client, including but not limited to designated related persons and/or the Authorised persons, will familiarize themselves with the FINCI's Privacy Policy, published on FINCI website before the transfer of their Personal data to FINCI, and these persons will familiarize with these Terms and/or Terms of service.

11.9. The Client ensures that the Personal data of persons other than the Client, is initially collected, processed and transferred to FINCI by the Client in accordance with applicable data protection legislation and that the Client is entitled to disclose such Personal data to FINCI for the purposes of provision of the requested Services. The Client confirms and guarantees that such persons are informed of the processing of their Personal data by FINCI and have consented or otherwise legally agreed to such processing.

## **12. LIABILITY OF THE PARTIES, SECURITY AND CORRECTIVE MEASURES**

12.1. 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.

12.2. 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.

12.3. In all cases, FINCI shall not be liable for Client's additional costs, consequential damages,

Client's lost income or profits, failure or loss of the Client's business, damage to Client's business reputation, indirect damages of the Client, etc.

12.4. FINCI shall only be liable for direct damages resulting from a direct and material breach of the Service agreement caused by the fault of FINCI, and only for direct damages which could have been foreseen by FINCI at the time of breaching the Service agreement.

12.5. In any case, FINCI's liability is limited to the average amount of the Commission fees paid by the Client to FINCI for the last 3 (three) months or over the shorter period if the Services has been provided over the shorter period.

12.6. FINCI is not responsible for:

12.6.1. consequences resulting from the System operation disorders (e.g., errors or malfunctions of the System), if they arise through no fault of FINCI;

12.6.2. 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, where possible, is announced to the Client in advance. This shall not be considered System operation disorders;

12.6.3. the refusal, improper 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;

12.6.4. mutual claims of the Recipient and the Payer and does not accept such requests;

12.6.5. any actions (and their consequences) or omissions of the Authorized person performed on behalf of the Client;

12.6.6. the consequences arising from disruptions in the performance of any FINCI's obligations caused by any third party;

12.6.7. untimely, improper executed Payment operations, funds withheld, errors made by credit institutions, financial institutions and other third parties;

12.6.8. the consequences arising due to FINCI's compliance with Applicable regulations;

12.6.9. the Payment operations with funds held on the Account if the Client had not protected Passwords, PINs, Authorization code or other personalized security data, and as a result they have become known to other persons;

12.6.10. criminal or any other illegal actions of third parties resulting in damage to the Client or any other person.

12.7. The Client confirms that the Client understands that FINCI does not guarantee uninterrupted operation of the System, because the System operation may be influenced (disordered) by many factors beyond the control of FINCI. FINCI shall use all reasonable efforts to make the System operate as smoothly as possible, however, FINCI shall not assume any liability as mentioned in clause 12.6.1.

12.8. If the Client, who is the Consumer, denies the Authorization of the Payment operation (Consent) or declares that the Payment operation was improperly executed, FINCI undertakes to prove that the Authorization of the Payment operation (Consent) was properly conducted, registered in the Client account and was not affected by technical or other failures of the System.

12.9. If the Client, who is not the Consumer, denies the Authorization of the Payment operation (Consent), the use of the Payment instrument registered by FINCI is sufficient evidence that the Client has authorized the Payment operation (provide Consent), intentionally or due to gross negligence has not fulfilled the obligations provided for in clause 12.11. of the Terms.

12.10. Subject to the clause 12.11 of the Terms, the Client, who is the Consumer, shall bear losses related to unauthorized Payment operations (without Consent) in the amount of up to 50 (fifty) euros if such losses were incurred as a result of:

12.10.1. use of a lost or stolen Payment instrument;

12.10.2. misappropriation of a Payment instrument.

The Client, who is not the Consumer, shall bear all losses incurred due to the above-indicated reasons.

12.11. The Client covers all losses incurred as a result of unauthorized Payment operations (without Consent), if such losses were incurred because of the Client's failure to fulfil one or several duties specified below due to fraudulent or deliberate acts or gross negligence:

12.11.1. use the Payment instrument in compliance with the Terms/Terms of service or the Service agreement governing the issuance and use of the Payment instrument;

12.11.2. having found out that the Payment instrument has been stolen or lost in any other way, suspecting or obtaining information about illegal acquisition of the Payment instrument or unauthorised use (without Consent) thereof, as well as about the facts or suspicions that the personalized security data of the Payment instruments (including means of identification) have become known or can be used by third parties, immediately report this to FINCI;

12.11.3. after receiving the Payment instrument, immediately take all possible measures (including, but not limited to, those specified in the Service agreement) to protect the Payment instrument and the personalized security data of the Payment instrument.

In such case(s), the limitation of the maximum amount of loss set forth in clause 12.10 of the Terms shall not apply.

12.12. After the Client will submit to FINCI a request to block the Payment instrument, in accordance with clause 10.5. 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, except when the Client acted fraudulently or when, in the case, specified in clause 10.6. of the Terms 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 the Consumer.

12.13. 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 the Consumer.

12.14. The Client undertakes to secure, keep inaccessible to third parties in any way, not to disclose and not to transfer to third parties any Passwords, PIN codes, Authorization codes, login details for accessing the User profile and FINCI application, regardless of whether they were created by the Client or were given to the Client by FINCI, or other Payment instruments' personalized security data, and not to allow third parties to use the Services on behalf of the Client.

12.15. If there is a threat (suspicions or information) of the unauthorized usage or unauthorized access to the Client account, FINCI application and/or User profile by third parties and/or if the Client suspects or becomes aware that any Passwords, PIN codes, Authorization codes, login details, other personalized security data has become known or might be known to and/or used by third parties, the Client undertakes to change the Password of the User profile and/or passcode of the FINCI application immediately or, if the Client does not have a possibility to do that, must immediately notify FINCI thereof in accordance with notification procedure established in Section 13 of the Terms. FINCI does not assume any liability for consequences that have occurred due to the failure to notify.

12.16. The Client must keep secure its mobile device in which is installed FINCI application and/or which contains phone number used for the communication and identification purposes at the Client's choice. In case of loss or theft of such mobile device, the Client must immediately notify the FINCI.

12.17. 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.).

12.18. In case the Client violates the obligations established in clauses 12.14.- 12.16. 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.

12.19. By accepting these Terms, the Client undertakes to familiarize himself with the [Security awareness document](#) available on the FINCI's website which provides recommendations on how Client can protect the Account, himself from phishing and how Client can keep Client's data safe online.

12.20. Where the Payer lodges a claim with FINCI concerning the Payment operation not authorised by him and executed by FINCI, the Recipient, who is the Client, as the receiver of the funds of the aforementioned Payment operation without valid grounds, must immediately repay to FINCI the amount of the aforementioned Payment operation transferred to the Recipient's Account and agrees with debiting of the funds of such Payment operation by FINCI from the Recipient's Accounts held with FINCI without the Recipient's prior consent. Where the Payer, who is the Client, lodges a claim with FINCI concerning the Payment operation not authorised (without Consent) by the Client and executed by FINCI, and FINCI repays to the Client the funds of such Payment operation, but later it is established that the Payment operation was authorised properly or there are other grounds set out by legal acts for rejecting the Client's claim (e.g., fraud), such Client, as the Recipient of the funds without valid grounds must immediately repay such funds to FINCI and agrees with debiting of the funds of such Payment operation by FINCI from Account without the Client's prior consent.

12.21. FINCI is released from liability for failure to fulfil obligations in case such failure is the result of the following force majeure 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.

12.22. The Client may be given the right to authorize the Authorized persons/designated persons to access the Account, perform the Payment operations and/or receive the Services. Client's Authorized person/designated person shall be obliged to execute properly all obligations assumed by the Client in accordance with the Service agreement. Any acts, omission, negligence or procedure performed by the Authorized person/designated person shall be deemed to have been performed by the Client. The Client shall be liable to FINCI and the Client assumes full responsibility for all actions or omissions of the Authorized person/designated person. The Authorized person/designated person must be 18 or over.

### **13. THE PROCEDURE FOR NOTIFYING THE PARTIES**

13.1. The Client confirms that the Client agrees that any notifications from FINCI to the Client will be sent as follows:

13.1.1. by messaging in the User profile;

13.1.2. to the email address which was indicated by the Client at the time of registration in the System;

13.1.3. by SMS message to the Client's mobile phone number which was indicated by the Client at the time of registration in the System.

13.2. 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.

13.3. The Client confirms and understands that FINCI will usually communicate with the Client via the Client's User profile.

13.4. 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.

13.5. Any notifications, information, requests, applications, documents may be provided by the

Client to FINCI in the ways set out below and under procedures and requirements established by FINCI:

13.5.1. by messaging in the User profile;

13.5.2. to the email address listed on the FINCI website;

13.5.3. to the postal address of FINCI;

13.5.4. by calling a phone number listed on the FINCI website. FINCI has the right to demand and the Client is obliged to confirm notification provided in such way in written form or any other manner acceptable to FINCI.

13.6. FINCI reserves the right to demand and the Client is obliged to provide relevant notifications, information, requests, applications, other documents to FINCI through a specific channel requested by FINCI.

13.7. All notices and provided documents of the Parties shall be in the Acceptable language.

13.8. The Client undertakes to immediately in advance notify FINCI of any events that may affect the fulfilment of the Client's obligations to FINCI or of any change in the data or documents provided to FINCI by the Client or Authorized person (e.g., change of Client's name, surname, name of a legal entity, articles of association or other similar documents, residence or registration address, change of ownership, restructuring, insolvency, bankruptcy, liquidation, theft or loss of the personal identity document of the Client or the Authorized person, changes of Authorized persons or change of their data, expiration of power of attorney issued to the Authorized person or its revocation etc.) and provide supporting documents. In case of failure to fulfil the obligations provided for in this clause, the Client is solely responsible for all consequences arising out of non-communication in a timely manner and agrees that the actions of the FINCI, carried out using the last information, data and details known to the FINCI and power of attorneys, shall be deemed to have been performed properly.

13.9. The Client undertakes immediately 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.

13.10. It shall be considered that notifications (claims, complaints or requests) of Clients sent by messaging in the 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 the 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.

13.11. Client undertakes to regularly check the indicated email, mobile phone, post-box, User profile and other instruments for receipt of notifications, as well as FINCI website in order to notice FINCI's notifications, including, but not limited to, notifications of amendments to the Service agreement in a timely manner.

13.12. Parties agree that all documents sent by telecommunication means or by electronic means (internet, System, User profile, etc.) shall be deemed to be documents made in written form.

13.13. Upon receipt of the notification from FINCI, the Client must immediately verify the correctness and accuracy of the information specified in the notification and having identified any inconsistencies, irregularities or having found other shortcomings – promptly inform FINCI.

13.14. FINCI may change the solution for technical integration of Services without constraint and at any time. Changes required by the Client shall be made at the Client's expense.

#### **14. CHANGES TO THE TERMS/TERMS OF SERVICE AND FEES.**

14.1. FINCI has the right to unilaterally change and/or adjust the Terms/Terms of service and Fees by giving the Client no less than 60 (sixty) calendar days' notice (if the Client is not a Consumer – 20 (twenty) calendar days' notice) in accordance with section 13 of the Terms, except for the cases

mentioned below.

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

14.3. The term specified in clause 14.1. does not apply if:

14.3.1. the Terms/Terms of service and Fees are changed due to the changes of the Applicable regulations or a decision of a regulatory authority;

14.3.2. new Service(s) (a part of a Service(s)) are added to the Fees and/or the Terms of service and/or the Commission Fee is established for new Services;

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

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

14.4. The amendments provided in clause 14.3 will take effect on the next day after the date of their publication or on the effective date specified in the notice.

14.5. If the Client does not agree with the changes or additions to the Terms/Terms of service and the 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 13 of the Terms, prior to their effective date.

14.6. Non-receipt of notification by FINCI specified in clause 14.5. 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 the Fees.

14.7. 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.

## **15. TERMINATION OF THE SERVICE AGREEMENT.**

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

15.2. The Client and FINCI have the right to terminate the Service agreement at any time, unilaterally:

15.2.1. The Client has the right to unilaterally and out-of-court terminate the Service agreement without specifying the reasons by notifying FINCI thereof 30 (thirty) calendar days in advance by the means provided in clause 13 of the Terms, except when the Applicable regulations establish a different period. FINCI has the right, but not the obligation to fulfil the Client's request to terminate the Service agreement before the expiry of the said 30 (thirty) calendar days term. The Client must make sure that all Electronic money stored in the Account would be redeemed in the manner provided for in clause 15.8 of these Terms before sending a request to FINCI to terminate the Service agreement;

15.2.2. FINCI has the right to unilaterally and out-of-court terminate the Service agreement without specifying the reasons by notifying the Client thereof 60 (sixty) calendar days (if the Client is not the Consumer – 30 (thirty) calendar days) in advance by the means provided in clause 13 of the Terms, except when the Applicable regulations and/ or the relevant agreement establish a different period;

15.2.3. FINCI also has the right to unilaterally and out-of-court terminate the Service agreement and refuse to provide Service(s) for the reasons stated in clauses 10.2-10.3 of the Terms notifying the Client thereof 15 (fifteen) calendar days in advance by the means provided in clause 13 of the Terms, unless the Applicable regulations state otherwise.

15.2.4. The FINCI reserves the right to unilaterally and out-of-court terminate the Service agreement

immediately if FINCI reasonably suspects or determines that the Client:

- is in breach of the Applicable regulations including, but not limited to, those connected with anti-money laundering or counter-terrorist financing;
- has provided false or misleading information or documentation to FINCI;
- failed to provide the documents and information connected with its Account and usage of the Services within the set time limit, in the form and language specified by FINCI or failed to keep such documents and information up-to-date;
- is using the Account and/or the Services for activities related to those provided in the prohibited activities (section 19 of the Terms);
- is using the Account and/or the Services for other purposes than those specified for FINCI at the moment of the Account opening;
- if the risk level of the Client is or becomes above the risk appetite of FINCI;
- is related to money laundering and/or other criminal activities;
- if the Client is the Prohibited party or exists a high probability that the Client may become the Prohibited party or the Client is related with the Prohibited party or the Client's Payment operations are related with the Prohibited party;
- has been declared bankrupt or insolvent or a similar event is taking place;
- is otherwise using the Services for malicious, illegal or immoral purposes;
- in cases provided in the Applicable regulations, under the instructions of court order or instructions of the regulator;
- for other substantial reasons.

15.3. Where the Service agreement is concluded by means of distance communication (hereinafter - the Distance agreement), the Client who is the Consumer shall have the right to withdraw unilaterally from such Distance agreement, subject to restrictions set forth by the Applicable regulations, within 14 (fourteen) days from the moment of the conclusion of the Distance agreement. If such Client exercises the right of withdrawal and unilaterally withdraws from the Distance agreement, the execution whereof FINCI has already commenced at the Client's request or with the Client's consent, the Client shall be obliged to pay to FINCI for the Service which FINCI has already provided to the Client under the relevant Distance agreement. By concluding the Distance agreement, the Client consents that FINCI begins to execute the Distance agreement, including the provision of the Service specified in the Distance agreement which requires immediate or deferred payment, before the expiry of the withdrawal rights execution period specified in this clause. If the Client has not exercised Client's right of withdrawal within the timeframe specified herein, the Client may terminate the Distance agreement only in cases established in the Applicable regulations and/or the Distance agreement. This provision of the Terms applies only to the Clients who are the Consumers.

15.4. The Client, who is the Consumer, upon 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 the Commission fee for termination of the Service agreement in accordance with the Fees. If the Client, who is not the Consumer, wants to terminate the Service agreement, it must pay applicable Commission fee as stated in the Fees, regardless of the period of validity of the Service agreement.

15.5. 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, it shall be refunded proportionately, if the Client is the Consumer.

15.6. 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.

15.7. The Client is informed that FINCI can close the Client account/the 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, as the Payer, did not perform any Payment operations in the Client account for 6 (six) consecutive months.

15.8. When the Service agreement is terminated at the initiative of either Party, the Electronic money stored in the Client account must be redeemed under the Client's request. The Client shall



submit such request by generating the Payment order to transfer Electronic money from the Client account to any other account specified by the Client.

15.9. When the Service agreement is terminated at the initiative of either Party, 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 15.8 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 the termination of the Service agreement.

15.10. When the Service agreement is terminated at the initiative of either Party, 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 15.8 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.

15.11. 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.).

15.12. When these Terms are terminated by the Client's request, the Client, who is the Consumer, will receive on the durable medium selected by the FINCI the Statement on all Payment operations completed in the Account within the last 36 (thirty-six) months, and when less than 36 (thirty-six) months have elapsed after the day of the conclusion of the Terms, during all such period. The provisions of this clause apply only to the Clients who are the Consumers. In case of termination of these Terms concluded with the Client, who is not the 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.

15.13. FINCI has the right to deduct from the Account any amounts due to FINCI (Commission fee, interests, penalties, 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 the Electronic money from the Client until the dispute is resolved. In case the amount of the Electronic money on the Account(s) of the Client is insufficient to cover all payable amounts specified in this clause, the Client undertakes to transfer the missing amounts to FINCI within 3 (three) business days.

15.14. If it is impossible to perform redemption specified in clause 15.8. 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.

15.15. After Electronic money redemption specified in clauses 15.8. of the Terms, FINCI closes the Client account.

15.16. 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.

## **16. DISPUTE RESOLUTION**

16.1. Any disputes between the Parties are resolved through bilateral negotiations.

16.2. Depending on the nature of the provided Services, claims shall be handled and disputes shall be settled in accordance with the procedure set out by the Complaints Handling Rules, Privacy Policy and/or Service agreement.

16.3. If the Client believes that FINCI has violated Client's rights or legitimate interests, the Client must first submit a written claim related to financial services to FINCI in maximum detail, with the 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.

16.4. FINCI undertakes to review the Client's claim related to financial services 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.

16.5. If, for reasons beyond the control of FINCI, the Client's claim related to financial services 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.

16.6. The maximum response time to the Client's claim related to financial services 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.

16.7. If the decision made by FINCI does not satisfy the Client, the Client is entitled to use other legal methods to protect its rights.

16.8. If the Client, who is the Consumer, is not satisfied with FINCI's response or did not receive a response within the period specified in clause 16.6. 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: Žalgirio str. 90, LT-09303, Vilnius, Lithuania, website: www.lb.lt).

16.9. In case of failure to resolve disputes through negotiations or by other pre-trial procedures, they must be settled in the competent court of the Republic of Lithuania according to the registration address of FINCI following the procedure established in the Applicable Regulations.

16.10. For all disputes arising from these Terms /Terms of service or Service Agreement, the Applicable Regulations apply.

## **17. INTELLECTUAL PROPERTY**

17.1. All intellectual property rights pertaining to the Services (including, without limitation, the System, FINCI application, the content in FINCI application and FINCI website, FINCI's logo, trademark, payment card designs) belong to FINCI or its suppliers (hereinafter - the Intellectual property).

17.2. Client may use the Intellectual property solely as necessary for receiving the Services provided by FINCI and according to conditions stated by FINCI. Client must not use the Intellectual property as its own. The Client's limited, non-transferable, non-exclusive, non-sublicensable, any time revocable right as the licensed end user to use the Intellectual property only for the purpose of receiving the Services will automatically expire upon expiration or termination of the Terms.

## **18. USAGE OF FINCI APPLICATION**

18.1. This section of the Terms applies when the Client chooses to use the FINCI application.

18.2. Provided that the Client agrees to comply with these Terms, FINCI provides to the Client a limited, non-transferable, non-exclusive, non-sublicensable, any time revocable right to use the FINCI application only for purpose of receiving Services and according to conditions stated by FINCI.

18.3. FINCI always remains the owner of the FINCI application and reserves all other rights.

18.4. The Client is licensed as an end user to use FINCI application under the Terms.

18.5. In order to use the Services the Client may need to download the latest version of the FINCI

application, its updates or/and accept any new/additional terms for use of the FINCI application.

18.6. The Client's limited rights as a licensed end user to use FINCI application will automatically expire upon expiration or termination of the Terms.

18.7. Upon expiration or termination of the Terms the Client is not entitled to use the FINCI application and must immediately delete or remove it from all devices.

18.8. No modification or reproduction of the FINCI application, publishing, no transfer thereof to any third person or use of technologies used in the FINCI application for making other software shall be allowed without prior and written consent of FINCI.

## **19. PROHIBITED ACTIVITIES**

19.1. The Client using FINCI Services is prohibited from:

- 19.1.1. not complying with the provisions of the Service agreement and/or other contract entered;
- 19.1.2. not complying with the Applicable regulations, legislation and/or other legal acts;
- 19.1.3. providing any false, incorrect, misleading or insufficient information, data, documents to FINCI;
- 19.1.4. concealing, failing or refusing to provide the information, data, documents requested by FINCI;
- 19.1.5. performing the Payment operations on behalf of the Client's customers or third parties or for the benefit of the Client's customers or third parties through the Account and/or using FINCI's infrastructure without a prior written and explicit consent of FINCI;
- 19.1.6. using the Services from countries that are not acceptable to FINCI;
- 19.1.7. using the Accounts for the illegal nature transit purposes;
- 19.1.8. disclosing the Authorization codes, the Passwords, the PINs, the login details and other personalized security data to third parties, handing over the Payment instruments to third parties;
- 19.1.9. performing certain activities without being duly registered or licensed to do so;
- 19.1.10. providing services that are prohibited by the law or contradict public order and moral principles (including but not limited to organizing illegal gambling, illegal trafficking of tobacco products, alcohol, prescription medicines, steroids, guns, narcotic substances, and the attributes related to narcotic substances, pornographic production, unlicensed lottery, illegal software);
- 19.1.11. allowing anyone who is not the Authorised person to use Services under the name of the Client;
- 19.1.12. without a prior written and explicit consent of FINCI using the Account for providing financial services, services of virtual asset service providers, organizing legal gambling, lotteries, other specially licensed activities or activities requiring a permit or authorization.
- 19.1.13. executing or receiving transfers of illegally acquired funds, if the Client is aware of or should be aware of it;
- 19.1.14. using the FINCI's Services in such way which causes losses, responsibility or other negative legal consequences or damage to the business reputation of FINCI or third persons;
- 19.1.15. using personal Account opened for the Client, who is the Consumer, for commercial purposes;
- 19.1.16. registering the User profile by fictitious or someone else's name without having the power of attorney; creating more than one User Profile; registering the User profile using the services of anonymous IP address (e.g., via proxy server), anonymous phone numbers or e-mail addresses provided by other individuals or websites;
- 19.1.17. spreading computer viruses and performing other actions that could cause FINCI's System malfunctions, information damage or destruction and other negative consequences to the System, Services, equipment or information of FINCI, performing any other deliberate actions which could disturb the provision of Services or proper functioning of the System;
- 19.1.18. loaning, distributing, selling, transferring, assigning, leasing, sublicensing, renting or providing rights in the Services or the Intellectual property to any person; (ii) removing, altering or obscuring any notice of any of the Intellectual property appearing on or contained within the Services or on any Intellectual property; (iii) copying, modifying, tampering with or otherwise creating derivative works of any software included in the Intellectual property; (iv) reversing engineer, disassembling, or decompiling the Intellectual property or the Services or apply any other process or procedure to derive the source code of any software included in the Intellectual property or as part of the Services; (v) breaching the rights of FINCI and third parties to trademarks, copyrights, commercial secrets, and other intellectual property rights in any other way.

19.2. The Client may be prohibited from using the Services for any other business or activity that is not acceptable to FINCI.

19.3. The Client shall reimburse all damages, fines and other monetary sanctions applied to the FINCI due to Client's non-observance or violation of the terms, including but not limited to those indicated in the clause 19.1 of these Terms.

19.4. If FINCI reasonably suspects or determines any events of prohibited activities specified in points 19.1.5., 19.1.12., 19.1.13., 19.1.14. or/and 19.1.18., FINCI reserves the right to apply a non-compliance fee to the Client in amount of 10 000 EUR for each case of non-compliance by the Client and/or Authorized person. This clause applies to the Clients who are not considered the Consumers.

## **20. FINAL PROVISIONS**

20.1. The Client and/or the Authorized person declare(s) that at the time of conclusion of the Service agreement they are not aware of any circumstances prohibiting the conclusion of this Service agreement or restricting Client's right to conclude this Service agreement. The Client and/or the Authorized person declares that all the terms of the Service agreement are in accordance with Client's will, the terms of the Service agreement, its content and the consequences of its conclusion are understandable and clear to the Client and/or the Authorized person.

20.2. The Parties hereby agree that the language of the Service Agreement shall be English. If the Service agreement and other legal documents (e.g., Fees, privacy policy, cookies policy, etc.) are translated into another language, the translation is for reference only and the English version shall apply. By entering into this Service agreement and accepting Services, the Client and/or the Authorized person confirm(s) that the Client and Authorized person understand English language and agree to communicate with FINCI in the English language.

20.3. 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.

20.4. 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.

20.5. 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 prior consent of FINCI.

20.6. FINCI shall be entitled to sub-contract and engage any third party for the purpose of the provision of the Services under the Services agreement, without providing any notice to the Client and without the separate consent of the Client.

20.7. FINCI has the right to demand the documents drawn up abroad to be translated, notarized, legalised, or certified with the Apostille.

20.8. All costs for drafting, delivery, certification and translation of documents provided to FINCI shall be covered by the Client.

20.9. Links to FINCI website given in the Terms and/or Service agreement are an integral part of this Service agreement and are applied to the Client from the moment it starts using the respective Service(s).