

TERMS AND CONDITIONS OF INTERNET AND TELEPHONE BANKING SERVICES FOR PRIVATE CUSTOMERS

Effective as of 2017-10-01

1. DEFINITIONS

- 1.1. **Terms and Conditions** – these Terms and Conditions of Internet and Telephone Banking Services for Private Customers forming an integral part of the Agreement.
- 1.2. **Bank** – Luminor Bank AB.
- 1.3. **General Rules** – Luminor Bank AB General Service Rules.
- 1.4. **E-Identification** – Customer identification in third party internet systems using Identification Data.
- 1.5. **E-Payments** – payments for goods and services on third party websites, when the Customer is directed to Nordea Internet Banking for the purpose of confirmation of the payment Instruction.
- 1.6. **Identification Data** – Customer ID and confirmation codes (code card or login code generator) and /or identification passwords set up by the Customer and/or other Customer authentication measures provided to the Customer by the Bank which are intended for authorisation of the Customer's identity and/or instructions and notices given and other actions performed by the Customer when using Internet and Telephone Banking Services.
- 1.7. **Internet Banking Services** – services rendered using Nordea Internet Banking and Nordea Mobile Banking channels, E-identification and E-payment and other services available to Customers via internet, mobile telephone and/or other electronic channels, when Identification Data provided by the Customer to the Bank are used for the purposes of authorisation of the Customer's identity and/or instructions from the Customer regarding disposal of funds, other instructions and notices given to the Bank, and other actions performed by the Customer. Internet Banking Services include services rendered by the Bank, other Group companies, as well as services rendered by third parties.
- 1.8. **Customer** - natural person having signed the Application/Agreement with the Bank.
- 1.9. **Nordea Internet Banking** – the system of rendering the services of the Bank via internet.
- 1.10. **Nordea Mobile Banking** – the system of rendering the services of the Bank via mobile internet.
- 1.11. **Luminor Telephone Banking** – provision of banking services via telephone.
- 1.12. **Instruction** – an instruction given to the Bank electronically using Internet Banking systems or an oral instruction given by using the Telephone Banking services regarding disposal of funds or an instruction relating to other Account management actions or services rendered by the Bank including but not limited to ordering new services and related to this concluding, amending or terminating agreements, the amendments of the valid agreements (including clauses which may be amended only by the written agreement of the Bank and the Customer) if the Bank and the Customer agree that the amendments could be made by Telephone Banking Services.
- 1.13. **Application/Agreement** – the Customer's application in the form established by the Bank for:
 - Agreement for Banking Services accessible with identification codes or
 - Internet Banking Services Agreement.
- 1.14. **Account** – the Customer's account(s) with the Bank designated or defined in the Application/Agreement, which is/are managed using Internet and Telephone Banking Services.
- 1.15. **Agreement** – an agreement between the Bank and the Customer regarding the conditions and procedure for providing Internet and Telephone Banking Services comprised of the following: the Application/Agreement, the General Rules, the Terms and Conditions, the Pricelist and other documents which are indicated in the Application/Agreement as forming an integral part of the Agreement.
- 1.16. **Specialist** – an employee of the Bank providing Telephone Banking service to the Customer.
- 1.17. **Telephone banking services** – Luminor Telephone Banking services provided to the Customer by the Bank's telephones +370 5 2361 361 or 1554, when Identification data are used for authorising the Customer's identity and/or Customer's instructions to the Bank regarding money transactions, other instructions and messages given to the Bank and other applications of the Customer.

Other definitions used herein shall have the meaning assigned to them in the General Rules, unless the context of the Terms and Conditions expressly requires otherwise.

2. GENERAL PROVISIONS

- 2.1. The Agreement shall govern the relations between the Bank and the Customer arising in connection with the Customer's use of Internet and Telephone Banking Services. If the provisions of the General Rules and the present Terms and Conditions or the Application/Agreement are inconsistent, the provisions of the present Terms and Conditions and the Application/Agreement shall apply.
- 2.2. A natural person wishing to use Internet and Telephone Banking Services is required to have an account with the Bank and to submit a completed Application/Agreement to the Bank.

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- 2.3. Upon presentation by the Customer to the Bank of an Agreement for Banking Services accessible with identification codes, or an Internet Banking Services Agreement, the Customer is provided with a possibility to use the Telephone Banking services during the validity term of the Agreement. The Customer has the right to waive the Telephone Banking services at any time during the validity term of the Agreement upon a written request submitted to the Bank via the Internet banking services or in any Bank's Customer Service Branch.
- 2.4. When using the Telephone Banking services, for the purposes of the Agreement fulfilment and in order to determine the real will of the Customer, the Bank shall record the Customer's conversation with the Specialist. Call records shall be stored for the time determined by the Bank but in no event longer than determined by the legislation of the Republic of Lithuania, and upon expiry of such storage term, the records shall be destroyed.
- 2.5. Before signing the Application/Agreement, the Customer is required to read the General Rules, the present Terms and Conditions, the Application/Agreement, the Pricelist and other documents comprising the Agreement. By signing the Application/Agreement, the Customer confirms that s/he has read and undertakes to comply with all the terms and conditions provided for in the Agreement. The Bank undertakes to provide all necessary conditions for access to the General Rules, the present Terms and Conditions, the Application/Agreement, the Pricelist and other documents comprising the Agreement by making them available at all customer service units of the Bank and/or posting them on the website of the Bank prior to signing the Application/Agreement.
- 2.6. The Agreement shall be concluded only at customer service units of the Bank. The Agreement shall be deemed to be concluded after the Bank has approved in writing the Application/Agreement signed by the Customer.
- 2.7. The Customer shall have the right to use Internet and Telephone Banking Services under the Terms and Conditions provided in the Agreement.
- 2.8. Instructions, requests submitted or given to the Bank and transactions concluded using Internet and Telephone Banking Services shall be as equally binding as if they were signed in handwriting. The transactions concluded by Telephone Banking services shall come into force from the moment the Customer and the Specialist have agreed over the phone on the main conditions of the transaction. The content of the main conditions depends on the Customer's ordered Telephone banking services extent, the parties also have the right to agree on other additional conditions of the transaction. Primary evidence of the transaction is the record of the telephone conversation done by the Bank. The parties hereto confirm that they accept the recording of oral conversations regarding the transaction and the usage of these recordings as a proof of the transaction.

3. CONTENT OF INTERNET AND TELEPHONE BANKING SERVICES

- 3.1. The Customer and the Bank may agree on the Customer's Accounts to be managed when using Internet and Telephone Banking Services if the relevant Internet and/ or Telephone Banking Service includes the possibility of account management. Unless otherwise stated in the Application/Agreement, it shall be considered that all the Customer's accounts with the Bank, including those that will be opened in future, are linked to Internet and Telephone Banking Services and can be managed electronically and/ or orally.
- 3.2. When using Internet Banking Services, the Customer may give Orders electronically and by using Telephone Banking services orally to the Bank relating to the management of the Accounts, including opening the new Accounts and closing the existing, also give Orders, requests, notices or express his/ her will otherwise for the Bank services, if the relevant Internet and/ or Telephone Banking Service makes it possible to manage the Accounts, and/or give or submit specific Orders, requests or express the will otherwise.
- 3.3. At the time of concluding the Agreement, the Customer shall select the scope of Internet Banking Services. The Customer may select or use Internet Banking Services fully (carry out payment transactions and obtain information) or only obtain information. Should the Customer choose to obtain information only, in that case, when using Internet Banking Services, the Customer may not give instructions to the Bank regarding payment transactions or any other disposal of the funds available in the Accounts.
- 3.4. The scope of the Telephone Banking services shall be determined according to the scope of the Internet Banking Services chosen by the Customer. The content of the Telephone Banking services established by the Bank can differ from the contents of the Internet Banking Services. The list of the Telephone Banking services is published on the Bank's website www.luminor.lt. The Customer is entitled to use the Telephone Banking services to the extent not exceeding the extent of the Internet Banking Services chosen by the Customer.
- 3.5. When using Internet Banking Services, the Customer may give instructions to the Bank electronically and by using Telephone banking services orally relating to the management of the Accounts, including instructions, requests, notices or any other declaration of intention relating to the provision of services by the Bank, if the relevant Internet and/ or Telephone Banking Service makes it possible to manage the Accounts, and/or give or submit specific instructions, requests or any other declaration of intention.
- 3.6. The Bank shall have the right to change unilaterally the scope, content and ways of implementing Internet Banking and/ or Telephone Banking Services. The scope, content and ways of implementing different Internet Banking and/ or Telephone Banking Services may differ, depending on electronic channels through which Internet Banking Services are rendered.

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- 3.7. Instructions from the Customer to the Bank to carry out payment transactions shall be followed according to the procedure established in the General Rules.
- 3.8. Payment transactions carried out using Internet Banking Services shall be subject to standard limits established by the Bank or limits agreed between the Customer and the Bank. The Customer may carry out payment transactions within the defined limits.

4. RIGHTS AND DUTIES OF THE CUSTOMER AND THE BANK

- 4.1. The rights and duties of the Customer and the Bank are determined in the General Rules, the Application/Agreement, the Terms and Conditions and other documents comprising the Agreement.

4.1.1. The Customer undertakes:

- 4.1.1.1. to comply with the requirements provided for in the Agreement (documents comprising the Agreement);
- 4.1.1.2. when giving Instructions, notices, concluding transactions and performing other actions using Internet Banking Services, to complete correctly the forms submitted by the Bank, and to follow instructions from the Bank given through electronic channels and when using the Telephone Banking services, to provide correct and accurate information, to observe the Bank Specialist's instructions;
- 4.1.1.3. not to repeat (duplicate) Instructions given using Internet Banking Services and not to give them to the Bank in other ways;
- 4.1.1.4. to protect Identification Data, not to make available or disclose them to anybody, to ensure their confidentiality, to keep the Customer's ID and confirmation codes separately from each other and to notify the Bank immediately about the theft, other loss or unauthorised use of Identification Data or any disclosure of Identification Data to third parties or other breach of confidentiality;
- 4.1.1.5. to pay the fees fixed in the Pricelist for issuing/changing Identification Data, payment transactions carried out using Internet Banking and Telephone Banking Services, blocking of access and other services provided by the Bank, and to ensure that sufficient funds are available in the Accounts to cover the amount of payment transactions and applicable fees. Calls to telephone numbers listed in Paragraph 1.1.7 shall be charged according to the tariff applied by the telephone communication operator or according to the payment plan of the communication operator chosen by the Customer.
- 4.1.1.6. In case of the notification of a mistake or in case of the decision to cancel the deposit agreement to inform the Bank using Internet Banking or Telephone Banking Services or by arriving into Bank's customers service branch immediately. If the Customer shall not inform the Bank of the cancellation of the deposit agreement and shall not inform about noticed mistakes in it not later than within 5 (five) working days, then it shall be considered that the Customer agreed with conditions laid out in confirmation of the deposit agreement and consider them to be correct.

4.1.2. The Bank undertakes:

- 4.1.2.1. to provide the Customer with Identification Data and/or to provide the Customer with a possibility to set up (in case password is used to login to the Internet banking) the Identification data;
- 4.1.2.2. to consider that the Customer has been identified and any Instructions, requests, notices submitted or given to the Bank or other actions performed using Internet and Telephone Banking Services have been properly signed and/or authorised if proper Customer's Identification Data were used when accessing Internet Banking system or the proper Identification data were given to the Specialist when using the Telephone Banking services. If the Bank requires that a particular Instruction given or any other action performed using Internet and/ or Telephone Banking Services be separately confirmed using Identification Data, such Instructions or actions shall be considered to be duly authorised if they were confirmed using proper Identification Data;
- 4.1.2.3. to act on Instructions given to the Bank using Internet and Telephone Banking Services, fulfilment of which is possible considering the scope of the functionalities of the Internet and/or Telephone Banking, if the Account balance is sufficient to cover the amount of the payment transaction and the fees set in the Pricelist and the limits applicable to the Customer are not exceeded due to the payment transaction.
- 4.1.2.4. to put the confirmation about the deposit agreement concluded by Telephone Banking in written along with the main conditions of the deposit agreement specified in paragraph 2.8. into the Customer's internet banking account. This manner of information presentation is treated as sufficient and allowing disclosing information about the deposit agreement fully and the parties agree, that in such manner and form submitted information about the deposit agreement is acceptable to them, valid to full extent and binding.

5. PROVISION, USE AND CHANGING OF IDENTIFICATION DATA AND BLOCKING OF ACCESS TO SERVICES

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- 5.1. After the Bank and the Customer have concluded the Application/Agreement, the Bank shall provide the Customer with Identification Data and/or provide the Customer with a possibility to set up Identification data, unless the Bank and the Customer have agreed otherwise. The Bank shall have the right to change Identification Data and provide the Customer with new Identification Data. New Identification Data shall be sent to the Customer by mail to the address designated by the Customer, except for the identification password set up by the user (which is created/changed by the user in the Internet Banking system), unless the Bank and the Customer have agreed otherwise.
- 5.2. Identification Data shall be used to identify the Customer when the Customer is using Internet and Telephone Banking Services. If proper Identification Data were used when accessing Internet Banking system, it is considered that the Customer was identified. The Bank may provide that certain Instructions, requests submitted or given by the Customer to the Bank when using Internet and Telephone Banking Services will be processed or other actions will be performed only after they have been confirmed using a confirmation code from the code table issued to the Customer.
- When using the Telephone Banking, the Specialist in order to identify the Customer can ask additional questions. If any grounded doubts arise due to the answers given to the Specialist's questions, the Specialist has the right to refuse verifying the Customer's identity and providing services.
- 5.3. The Customer must ensure protection of the confidentiality of Identification Data provided to him and enter Identification Data into computer or other terminal only when accessing Internet Banking systems and when using Internet Banking Services, to disclose the Identification Data to the Specialist only when dialling the Bank telephone numbers specified in paragraph 1.17 and when using the Telephone banking services.
- 5.4. Identification Data may not be used if they were found after being lost.
- 5.5. The Bank shall have the right to block access to Internet and Telephone Banking Services:
- 5.5.1. in the cases established by the General Rules;
 - 5.5.2. if the Bank was notified of loss or disclosure of Identification Data to a third party or there are reasonable grounds to believe that Identification Data may or have become known to third parties;
 - 5.5.3. if when accessing Internet Banking Services or confirming the Instruction (request or other action) wrong confirmation codes and/or identification passwords (Light Login) were entered three times in succession;
 - 5.5.4. if the software, hardware or data transmission networks used by the Customer threaten the safety of Internet Banking and/ or Telephone Banking Services.
- 5.6. If Identification Data (any of them) have been stolen or the Customer has lost them otherwise or they could or have become known to a third party, the Customer must immediately notify the Bank thereof in writing at the customer service unit of the Bank (during working hours of the unit) or orally by telephone +370 5 2361 361 or 1554 (24 hours a day). When giving a notice, the Customer must indicate his/her name and surname, birth date and state the reason for requesting that access to Internet and Telephone Banking Services be blocked. For the purposes of identifying the person submitting a request, the Bank shall have the right to request additional information. The Bank shall block access to Internet Banking Services on the basis of the request submitted to it.
- 5.7. Access to Internet and Telephone Banking Services shall be unblocked upon arrival by the Customer at the Bank and presentation of a written request or, in case the Customer uses code generator, using Telephone banking services. The Bank shall have the right to refuse to unblock access if there are grounds for believing that the reasons for blocking have not disappeared. If access to Internet and Telephone Banking Services was blocked on the initiative of the Bank, access shall be unblocked only when the reasons for blocking cease to exist.
- 5.8. At the Customer's request, the Bank shall issue the Customer with new Identification Data. Identification Data shall be changed for a fee set in the Pricelist.
- 5.9. The Bank shall not be responsible for losses sustained by the Customer in connection with blocking or unblocking of access to Internet and Telephone Banking Services if the Bank acted in accordance with the conditions and procedure provided for in the Agreement.

6. RESPONSIBILITY OF THE PARTIES

- 6.1. The Customer shall be responsible for the correctness of instructions, notices and requests submitted or given to the Bank using Internet and Telephone Banking Services and of data contained in them.
- 6.2. The Customer shall be responsible for all actions performed when using Internet and Telephone Banking Services if the Customer's authenticity was confirmed using proper Identification Data when accessing Internet Banking system or using Telephone Banking Services. Responsibility of the Bank when identifying the Customer shall be restricted only to verification of the correctness of Identification Data provided to the Customer and the Bank has no obligation to check by other means the identity of the Customer.
- 6.3. In order to be able to use Internet and Telephone Banking Services, the Customer must have hardware, software and/or other technical equipment necessary for using the relevant services. The Bank shall not provide the Customer with such equipment and shall not be responsible if the Customer is not able to use the services because s/he does not have such equipment or such equipment is faulty. The Customer shall be responsible for the safety and efficiency of the hardware, software, technical or other equipment used by the Customer.

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- 6.4. The Bank does not guarantee that technical equipment available to the Customer will support Internet Banking Services.
- 6.5. The Customer shall not change or adjust electronic systems/channels of Internet Banking Services or software or permit other persons to perform such actions. The Customer shall be responsible for all damages resulting from non-compliance with such requirements, and the Bank shall be released from liability and performance of obligations assumed under the Agreement.
- 6.6. The Bank shall not be liable if due to any failure or malfunction in electronic communication systems or other reasons not attributable to the Bank the Customer was unable to access Internet Banking and/ or Telephone Banking Services or information communicated to the Bank was lost or distorted.
- 6.7. The Customer shall be liable for damages of up to 150 euro equivalent in litas in the event of loss, theft or failure to preserve the confidentiality of Identification Data.
- 6.8. The Customer shall be fully liable (without limitation of liability for damages provided in paragraph 6.7) for third party actions performed using Identification Data provided to the Customer, as well as damages sustained by the Customer as a result of unauthorised transactions when using Internet and Telephone Banking Services if:
 - 6.8.1. the Customer made available and/or disclosed Identification Data to a third party or otherwise lost Identification Data or did not preserve their confidentiality acting fraudulently or due to gross negligence or deliberate action;
 - 6.8.2. the Customer failed to notify the Bank of loss or disclosure of Identification Data according to the procedure set out in the Terms and Conditions or
 - 6.8.3. the Customer did not comply with the requirements set out in the Agreement.
- 6.9. The Bank shall be liable for direct damages of the Customer due to loss or disclosure of Identification Data incurred after the Customer notified the Bank of loss or disclosure of Identification Data to third parties according to the procedure set out in the Terms and Conditions, unless the Customer acted fraudulently.
- 6.10. The Bank shall not be responsible for the services rendered and goods supplied by third parties and their quality, malfunction of third party electronic systems as the Customer connects to third party systems using Internet Banking Services or pays for the goods sold or services rendered by third parties using Internet Banking Services. The Bank shall not examine claims regarding third party electronic systems, goods and services provided by them, and such claims shall be submitted directly to third parties.

7. VALIDITY, TERMINATION AND AMENDMENT TO THE AGREEMENT

- 7.1. The Agreement shall take effect when the Application/Agreement is signed by the Bank and the Customer. The Agreement shall be concluded for an indefinite period.
- 7.2. The provisions of the Agreement may be amended according to the procedure set out in the present Terms and Conditions and the General Rules. The Bank shall inform its Customers of amendments or additions to the conditions of the provision of services through Internet Banking Services.
- 7.3. The Bank shall have the right to terminate the Agreement unilaterally according to the procedure set out in the General Rules.
- 7.4. The Customer shall discharge all outstanding payment obligations to the Bank under the Agreement before the date of termination thereof. The Customer shall remain liable to discharge all his/her obligations to the Bank under the Agreement until all payment obligations to the Bank under the Agreement have been discharged in full.