



Payment Service Rules of AB DNB banks

Approved by:

Order No. 3 dated 11 February 2010 of the Bank's President.

Amendments approved by:

Order No. 7 dated 15 June 2012 of the Bank's President effective from 18 June 2012.

Order No. 11 dated 21 June 2013 of the Bank's President. Effective from the day of announcement of a public notice about the replacement of information systems of AB DNB Bankas taking place in 2013. Order No. 11 of the Bank's President, dated 25 June 2013 and effective from the day of announcement of a public notice about the update of information systems of AB DNB Bankas taking place in 2013 which shall be announced not earlier than in the third quarter of 2013.

1. Introduction

1.1. The Payment Service Rules shall establish the conditions and procedure for providing payment services in AB DNB Bankas. The present rules have been drawn up by taking into consideration the requirements for providing payment services set by the Law of the Republic of Lithuania on Payments and the Recommended Payment Service Rules published by the Association of Lithuanian Banks.

1.2. In case any provisions of the present Rules and those under agreements concluded after the effective date hereof between the Bank and the Customer are at variance, the provisions of the agreements shall apply. In case any provisions of the present Rules and those under agreements concluded before the effective date hereof between the Bank and the Customer are at variance, the provisions of the present Rules shall apply.

2. Payment service provider

2.1. Payment service provider: AB DNB Bankas, code 112029270, registered address: J. Basanavičiaus g. 26, LT-03601 Vilnius, Republic of Lithuania, data registered and filed with the Register of Legal Entities. The Bank's supervisory authority: the Bank of Lithuania, licence No. 10.

2.2. The Bank's website: www.dnb.lt.

2.3. The Bank's e-mail address info@dnb.lt.

3. Definitions

3.1. The terms used in the Rules shall be construed as they are defined further in the present Rules, except where a different purport arises in connection with the context of the Rules:

1) **'Bank'** means AB DNB Bankas as indicated under Items 2.1 – 2.3 of the Rules.

2) **'Bank's business day'** means the below indicated days when the Bank is open for business and carries on its activities necessary for executing payment transactions.

(i) in case payment transactions are executed in the Republic of Lithuania in the national currency of the Republic of Lithuania, the bank's business day shall be considered each calendar day until the moment indicated in the Bank's website, except for Saturdays, Sundays and holidays.

(ii) in case payment transactions are executed in the Bank in the currencies of the Member States or in foreign currencies, the Bank's business days shall be considered the days indicated in Part (i) of this Item hereof, however the days when the payment service provider which participates in the payment transaction and/or the payment service provider of the main financial centre of the payment transaction currency is not open for business shall also not be considered the Bank's business days;

(iii) in case payment transactions are executed in any currency in the Bank between the payment accounts opened with the Bank and in case the payment transaction is initiated in the bank's outlet, the Bank's business day shall be considered the day established by the Bank's outlet, and in case a payment transaction is initiated through the Bank's internet Banking the Bank's business day shall be considered each calendar day 24 hours per day. In case a payment transaction is initiated by a payment card, the terms indicated in Items (i) and (ii) shall be applied to execute such transaction.

3) **'Framework agreement'** means a framework agreement executed by and between the Bank and the Customer that establishes the Bank's duty to open a payment account as well as terms and conditions for its opening and regulates execution of one-off and recurrent payment transactions. The Rules shall constitute an integral part of the Framework Agreement.

4) **'Payee'** means a natural or legal person who receives funds of the payment transaction.

5) **'Internet Banking'** means an instrument for providing payment services via the Bank's service system of payments on the Internet under an agreement executed by and between the Customer and the Bank.

6) **'Statement of account'** means the bank's document that contains information on the payment transaction executed in the current account within a certain period of time.

7) **'Fees and charges'** means fees and charges for the Bank's services which as amended and supplemented constitutes an integral part of the agreement and is publicly available at the Bank's Internet website or at the Bank's customer service outlets.

8) **'Customer'** means a natural or legal person who is user of the bank's payment services as a payer and/or a payee.

9) **'Commission fee'** means the service provider's charge for a payment transaction and/or services related thereto.

10) **'Card holder'** – in case the Customer is a natural person, then the cardholder is also a natural person on behalf of whom the Card (principal card or supplementary card) is issued. In case the Customer is a legal person, then the cardholder is a natural person to whom the card issued on behalf of the Customer is attached.

11) **'Credit transfer'** means a payment service, when at the payer's initiative funds are transferred to the payee's payment account.

- 12) 'Mobile electronic signature'** means an electronic equivalent of the ordinary signature and personal identity document which enables the signing person to connect through his/her mobile phone to the bank's internet banking system and to sign payment orders, execute transactions, and sign other documents by using the passwords granted by the Bank.
- 13) 'Payment card'** (hereinafter – the card) means an electronic payment card issued to the Bank's Customer and enabling the Customer to form electronic payment orders to the Bank on disposing the Customer's funds in the payment account attached to the card, i.e. make non-cash payments for products and services in trade/service companies during the business hours thereof, to cash out/cash in money in the cash out/cash in locations and automated machines during the business hours thereof. The concept of 'card' used in these Rules covers both the supplementary card and the principal card. The principal card is considered the card that is issued on behalf of the Customer, while the supplementary card is considered a card that is issued additionally to the principal card on behalf of the Customer or a person indicated thereby.
- 14) 'Payment order'** means an instruction by the payer or payee to the Bank requesting execution of a payment transaction.
- 15) 'Payment transaction'** means placing, transferring or withdrawing funds initiated by the payer or the payee, irrespective of any underlying obligations between the payer and the payee.
- 16) 'Payment transaction authorisation'** (hereinafter - authorisation) means the payer's consent to execute a payment transaction.
- 17) 'Payment services'** means payment services provided by the Bank as defined by the Law of the Republic of Lithuania on Payments.
- 18) 'Payment service provider'** means any credit institution or any other institution that provides payment services.
- 19) 'Payment instrument'** means a personalised instrument and/or certain procedures agreed between the Customer and the Bank and used by the Customer to initiate a payment order.
- 20) 'Payment account'** means an account with the Bank opened on behalf of one or several Customers, used for executing payment transactions. A payment account in the General Rules on the Provision of Services of the Bank and/or in the agreements may also be referred to as a bank account or an account, unless otherwise required by the context of the respective document.
- 21) 'Payer'** means a natural or legal person who holds a payment account and allows a payment order from that account or, where there is no payment account, a natural or legal person who gives a payment order.
- 22) 'Reference exchange rate'** means the exchange rate which is made available by the Bank or comes from a publicly available source and which is used as the basis to calculate any currency exchange. The reference exchange rate is published in the Bank's website.
- 23) 'Durable medium'** means a medium in which the information addressed personally to the payment service user is stored in a way that it is accessible for reference over a period of time adequate to the purposes of the information and which allows unchanged reproduction of the information stored.
- 24) 'PIN code'** (hereinafter - PIN) means a personal identity number used for the Customer registration in the Bank's internet Customer service system and/or when initiating payments through a payment instrument.
- 25) 'Rules'** means the present payment service rules regulating the Bank's payment services and services related thereto.
- 26) 'Account operators'** means natural persons appointed by the Customer who may use the Internet banking system individually or jointly. The Customer must coordinate the appointed natural persons and the rights granted to them with the Bank in writing in line with the procedure set by the Bank.
- 27) 'Agreement'** means the framework agreement, the one-off payment agreement and / or any other agreement executed by and between the Bank and the Customer on payment services.
- 28) 'Password generator'** means an identification device (electronic device) which forms a unique password based on a special algorithm each time when registering in the system and/or executing transactions therein, and/or making deals.
- 29) 'Parties'** means the Bank and the Customer having executed the framework agreement, each separately referred to as the Party.
- 30) 'TAN code'** (hereinafter – TAN) means a transaction authorisation number used when the Customer wishes to execute transactions in the Bank's internet Customer service system.
- 31) 'Direct debit'** means a payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee based on the payer's consent given to the payee, to the payee's payment service provider or to the payer's own payment service provider.
- 32) 'Unique identifier'** means the payment account number issued by the Bank to the Customer to identify unambiguously the payment account for a payment transaction.
- 33) 'Foreign state'** means a state other than the Member State of the European Union and a state other than the member country of the European Economic Area (EEA).
- 34) 'Member state'** means a member state of the European Union and a member country of the European Economic Area (EEA).
- 35) 'User'** means a natural person who, based on the agreement, uses payment services offered by the Bank and is acting for purposes other than his trade, business or profession.
- 36) 'User ID'** means the user identification code granted by the Bank which consists of a set of digits and is used instead of the name, surname and personal ID number and which identifies the internet banking user of the Bank.
- 37) 'One-off payment agreement'** means an agreement executed by and between the Bank and the Customer that regulates a one-off payment transaction. The Rules constitute an integral part of the one-off payment agreement. For executing a one-off payment transaction no payment account is opened and no framework agreement is executed.
- 38) 'Virtual card'** means an immaterial payment device (remote access payment device) issued in form of a special certificate enabling the Customer to form electronic payment orders to the Bank on disposing the Customer's funds in the payment account attached to the card, i.e. make non-cash payments for goods and services in the internet trade and service companies on the business hours thereof. The virtual card may hereinafter be referred to as the "card" covering both the supplementary card and the principal card.



The terms "Bank" and "Customer" shall hereinafter be capitalised.

4. Execution of agreements

4.1. Framework Agreement

4.1.1. Framework agreement shall be executed, if the Customer is willing to:

- open a payment account with the Bank;

and/or

- execute one-off or recurrent payment transactions for execution whereof the Bank requests to open a payment account with the Bank.

4.1.2. The framework agreement shall be deemed executed when the Bank and the Customer agree on the terms and conditions for opening the payment account.

4.2. One-off payment agreement

4.2.1. One-off payment agreement shall be entered into, if the user of payment services requests a one-off payment transaction, for execution whereof the Bank does not require the payment account opening.

4.2.2. One-off payment agreement shall be deemed executed, when the Bank and the Customer agree on the terms and conditions for providing a one-off payment service.

4.3. Other agreements on payment services:

4.3.1. If the framework agreement does not establish to provide certain payment services, the Bank and the Customer shall have the right to execute separate agreements on such payment services.

4.3.2. If regarding certain payment services separate agreements have been executed, and it is necessary for the Customer to open a payment account, the provisions of the framework agreement shall be additionally applied to the relations between the parties in connection with such payment services.

5. Commission fee, interest rates and currency exchange

5.1. In consideration for payment transactions executed and/or related services provided by the Bank, the Customer shall pay to the Bank a commission fee in an amount fixed by the Bank.

5.2. The commission fee amount shall be specified in the fees and charges.

5.3. The Bank shall be entitled to debit the commission fee to the Customer's payment account in which the payment transaction is executed. The Bank shall be entitled to debit the commission fee to the Customer's other accounts opened with the Bank. In cases established by the Bank, the Customer shall pay the commission fee in cash prior to the payment transaction.

5.4. If a payment transaction is executed using the payment account, and funds in the Customer's payment account are insufficient for executing the payment transaction and for payment of the commission fee, the Bank shall have the right to reject the payment transaction.

5.5. The commission fee shall be paid in the transaction currency. In case the transaction currency differs from the commission fee currency indicated in the fees and charges, the Bank shall convert the respective commission fee indicated in the fees and charges into the transaction currency.

5.6. The Customer shall ensure that the funds in the payment account are sufficient to pay/debit the commission fee. If funds in the payment account are insufficient for payment/debiting of the commission fee in the transaction currency, the Bank shall have the right to apply the reference exchange rate and exchange the currency of the funds available in the account into the transaction currency.

5.7. Interest shall not be paid for the balance of the funds in the payment account unless otherwise decided by the Bank.

5.8. If payment transactions are executed in the Customer's account resulting in a debt against the Bank, the Customer shall pay interest to the Bank defined under the agreement or the fees and charges until the amount of the debt is covered.

5.9. The Bank shall apply a changed reference currency exchange rate immediately and without separate notice. Information on any changes made by the Bank in the reference currency exchange rate shall be made available at the Bank's website or at the Bank's outlets, unless the Bank and the Customer have agreed otherwise.

5.10. If the balance of the payment account is exceeded, the Customer must, irrespective of the cause, immediately cover the amount by which the balance of the payment account is exceeded. The Customer shall pay the interest for the amount by which the balance of the payment account is exceeded specified in the fees and charges to the Bank on a daily basis. The duty to cover the amount by which the balance of the payment account is exceeded immediately remains irrespective of whether the Customer pays this interest. If a credit limit is set for the payment account by a separate agreement executed by and between the Bank and the Customer, the balance of the payment account is considered to have been exceeded when the credit limit granted by the aforementioned agreement is exceeded.

5.11. If the Customer fails to pay a fee for the provided services to the Bank on time, he/she must pay a fine amounting to 0.05 percent to the Bank for each day of delay.

6. Use of payment services

6.1. The main characteristics of payment services shall be defined by the present rules and agreements.

6.2. Information that must be provided in the payment order:

6.2.1. The Bank shall credit or debit funds to the payment account according to the Unique Identifier indicated in the payment order received by the Bank. If besides the Unique Identifier the payment order contains any additional information, the Bank shall be liable only for execution of the payment transaction in accordance with the Unique Identifier provided in the payment order. When crediting or debiting the payment account according to the Unique Identifier indicated in the payment order received by the Bank, the Bank shall have the right to refrain from checking whether such Unique Identifier corresponds to the account owner's details.



6.2.2. The Bank shall, when executing payment orders initiated by the Customer, transfer to the payee's payment service provider the information provided in the payment order. The Bank shall have the right to establish mandatory information that must be provided to the Bank so that a payment order is duly executed.

6.3. Giving consent for execution of a payment transaction and revocation of a payment transaction:

6.3.1. The Customer may give his consent for executing a payment transaction pursuant to the procedure established by the Bank or in a form and manner agreed on by the Bank and the Customer. A consent provided in writing must be signed by the Customer or by his representative. Consent on execution of payment transactions may also be approved by e-signature, a password issued to the Customer, codes and/or any other means defined under the agreement evidencing the Customer authenticity. Documents approved in said manner shall be deemed approved by the Customer and be legally equally effective as hard-copy documents signed by the Customer;

6.3.2. The Customer's consent to execute a payment transaction shall be provided before the point of time of execution of the payment transaction. At an arrangement between the Customer and the Bank, the Customer's consent (authorisation) to execute a payment transaction may be provided also after execution of the payment transaction;

6.3.3. A payment order may not be revoked after its receipt by the payer's payment service provider, unless otherwise defined by the present rules;

6.3.4. If the payment transaction is initiated by the payee or via the payee, the payer may not revoke the payment order after the payment order has been sent or the payer has given his consent to execute the payment transaction. However, in case of a direct debit, the payer may revoke the consent to execute the direct debit transaction before the end of the working day that precedes the agreed day between the payer and the payee for debiting funds to the payer's payment account. The Bank executes direct debit transactions based on an arrangement between the Customer (payer) and the Bank, however, it shall not be liable if the payee provides a payment order without observing the deadlines indicated in the arrangement with the payer;

6.3.5. Payment orders specified under Item 6.4.2. of the rules, may be revoked no later than before the end of the day preceding the agreed day;

6.3.6. Upon expiry of the terms specified under Items 6.3.3–6.3.5, a payment order may be revoked only at an arrangement between the Customer and the Bank, and in cases specified under Item 6.3.4 the payee's consent shall also be required;

6.3.7. If the Customer is not a consumer then in the case specified under Item 6.3.4 the Customer shall notify the Bank no later than 5 days in advance, unless otherwise agreed between the parties;

6.3.8. The Bank shall have the right to charge the commission fee specified in the fees and charges for the revocation of the payment order;

6.3.9. In case the amount of the payment order is transferred back due to the reasons beyond the Bank's control (incorrect details of the payment order, the payee's account is closed, etc.), the amount shall be credited to the payer's account, the fees paid by the payer shall not be refunded, and the expenses related to transferring the funds back shall be debited from the payer's account;

6.3.10. The Customer shall have the right to specify the details of the payment order submitted to the Bank, except for the amount, currency and the payer's account indicated in the payment order. The payment order may be specified before the Bank sends a notice on the payment order to the payee's Bank or mediator Bank. The Bank may charge a fee indicated in the Bank's fees and charges for specification of the payment order.

6.4. Payment order receipt at the Bank

6.4.1. A payment order shall be deemed received at the Bank on the day of its receipt, if the payment order was received before the moment in time specified in the fees and charges. If the payment order was received at the Bank after the point in time specified in the fees and charges or on a non business day, it shall be deemed that the payment order was received at the Bank on the first business day following the day when the payment order was submitted to the Bank. The Bank shall be entitled to debit the amount of the payment order and the commission fee to the Customer's payment account on the day when the payment order was submitted to the Bank. The Customer must ensure that the balance in the account is sufficient to execute the payment order not only at the moment when the payment order is submitted but also at the moment when funds are debited from the payment account.

6.4.2. Upon agreement between the Customer initiating the payment order and the Bank, execution of the payment order may commence on any specific day at the end of a certain period or, if the Customer is the payer, on the day on which the Customer sets funds at the Bank's disposal. In cases established under the present Item it shall be deemed that the payment order has been received at the Bank on such agreed date. If the agreed date is the Bank's non-business day, the payment order shall be deemed received on the following business day of the Bank.

6.4.3. If the Bank agrees to accept the payer's payment order that does not contain entire information required for the execution of the payment order (e.g., the payee's name, the payee's IBAN account number, etc.) and if, for the purpose of processing the information provided in the payment order and producing the final payment order, it attracts any third parties (e.g., accepts payments based on utilities bill books), the payer's payment order shall be deemed received, after third parties provide the Bank with the entire information required by the Bank that is necessary for the execution of the payment order.

6.5. Terms for providing payment services

6.5.1. Where credit transfers are executed in the Litas within the Republic of Lithuania, the Bank undertakes to ensure that upon the moment in time of receipt of the payment order at the Bank, the payment transaction amount is credited to the payee's payment service provider's account on the same working day, if the payment order was received at the Bank on the same business day before 12.00 a.m. If the point in time of receipt of the payment order is after 12.00 a.m. or on a non-business day, the Bank does undertake to ensure that the payment transaction amount is credited to the payee's payment service provider's account no later than on the following business day.

6.5.2. Where the Customer is the payer, the Bank does undertake to ensure that upon receipt of a payment order the amount of the payment transaction is credited to the payee's payment service provider's account no later than by the end of the Bank's following workday since the point in time of receipt of the payment order at the Bank. If the payment transaction is

executed against a provided hard-copy payment order, the Bank does undertake to ensure that upon receipt of such payment order, the payment transaction amount is credited to the payee's payment service provider's account no later than within 2 (four) business days since the point in time of receipt of the payment order at the Bank. In the fees and charges the Bank may specify shorter periods in days for executing payment transactions. Said provisions shall apply to:

6.5.2.1 payment transactions executed in the Republic of Lithuania in Litas and/or Euro, other than in cases specified under Item 6.5.1;

6.5.2.2 payment transactions in Euro executed to other Member States;

6.5.2.3 payment transactions that involve only a one-off currency exchange between Euro and Litas, and such currency exchange is performed in the Republic of Lithuania, and in case of payment transactions to other Member States, funds shall be transferred in the Euro;

6.5.3. If payment transactions are executed within the Republic of Lithuania or funds are transferred to other Member States in currencies other than those of the Eurozone countries (except Litas, where payment transactions are executed within the Republic of Lithuania) and the Customer is the payer, the Bank does undertake to ensure that upon receipt of a payment order the amount of the payment transaction would be credited to the payee's payment service provider's account no later than within 4 (four) business days since the point in time of receipt of the payment order at the Bank. In its fees and charges the Bank may specify shorter periods in days for executing payment transactions.

6.5.4. If payment transactions are executed in foreign state currencies or in currencies of the member states and money transfer is made to foreign states, and the Customer is the payer, no periods in days shall be fixed for crediting the payment transaction to the payee's payment service provider's account, except in cases specified in the fees and charges.

6.5.5. In the case defined under Item 6.4.2 of the present rules, if credit transfers are made in Litas within the Republic of Lithuania, the Bank shall ensure that the amount of the payment transaction would be credited to the payee's payment service provider's account on the day of execution of the payment order, and if the day of execution of the payment order is not a business day – on the following business day.

6.5.6. If the Customer is the payee, the Bank shall ensure a possibility for the Customer to use the amount of the payment transaction in the payment account immediately after such amount is credited to the Bank's account and after the Bank has received the entire relevant information required for this purpose provided that the funds were received before the moment indicated in the Bank's website. In cases when the Customer is the payee and the Bank has provided the possibility for the Customer to use the funds of the payment transaction in advance, although the funds were not credited in the Bank's account yet, the Bank shall be entitled to debit the credited funds and accrued interest if the funds were not credited in the bank's account on the following business day. In case the funds in the Customer's account are not sufficient to debit the credited amount, the Customer shall immediately after the Bank's first request repay the credited amount and the interest paid by the Bank.

6.5.7. If the Customer is the payee, the Bank does undertake to ensure that the payment order initiated by the Customer or via the Customer is transferred to the payer's payment service provider within a term agreed on by the Customer and the Bank. The payment order to execute direct debit shall be transferred within the agreed term to enable settlement on the agreed date.

6.5.8. Where cash is placed in the Customer's payment account in the payment account currency, the Bank shall ensure that the funds are made available no later than on the following business day after the receipt of the funds. If the Customer is a consumer, the Bank shall ensure that funds are made available immediately after the receipt of the funds.

6.5.9. The time of execution of any other payment services shall be defined under agreements, the fees and charges or any other documents (e.g. applications, questionnaires).

6.6. Agreements may define a maximum limit for payment transactions executed using the payment instrument.

6.7. A payment account may not be closed on the Customer's request if it is used for providing the services initiated by the Customer and/or for executing transactions.

6.8. When a payment account may not be closed because of the requirements of the legislation, the payment account may be closed when the identified obstacles are eliminated.

7. Special provisions to be applied to particular payment services

The chapter presents special provisions characteristic of the below indicated payment services.

7.1. Cross-border credit transfers outside the Republic of Lithuania.

7.1.1. Cross border credit transfers initiated in the Bank outside the Republic of Lithuania may be ordinary, urgent, and extra urgent. The urgency of the credit transfer is chosen by the Customer. In case the customer did not choose the credit transfer urgency level, it shall be deemed that the Customer initiated an ordinary credit transfer. Without prejudice to the credit transfer execution terms provided in the Rules, the Bank shall undertake to forward an ordinary credit transfer to the Bank's mediator within 2 (two) business days from the day of accepting the order for a credit transfer in the Bank, urgent transfer – on the following business day from the day of accepting the order for a credit transfer in the Bank, extra urgent transfer – on the day when the order for the credit transfer was accepted in the Bank.

7.1.2. In executing payment transactions in currencies of foreign states or in currencies of the Member States to foreign states the Bank shall not be liable for mistakes made by the mediator and/or the payee's payment services provider and/or for overdue payment order execution terms, and/or for non-fulfilment/improper fulfilment of the payment order through the fault of the mediator and/or payee's payment services provider.

7.2. Payment cards

7.2.1. When the Customer presents a written application in the form set by the Bank, all documents specified by the Bank are received from the Customer and the Bank makes a positive decision, the Bank shall initiate the production of a card which shall be linked to the Customer's payment account specified by the Customer. Using the Card, the Customer may dispose of the funds available in the Card-linked account. On the Customer's request, the Card may be issued not only to the Customer but also to another person specified by the Customer – the Cardholder. When the Customer's application in the form and content set by the Bank is submitted, the card may be issued to the Customer by mailing it at the address



stated in the Customer's application while the envelope containing PIN code shall be mailed separately. The Card is the property of the Bank. The Card shall be valid until the last day of the month of the year stated thereon.

7.2.2. Several cards may be issued to manage one Payment account (supplementary cards are issued additionally to the principal card) which may be held by the Customer or any persons indicated thereby. The funds in the Payment account linked to the card shall remain the property of the Customer notwithstanding whether or not the supplementary card has been issued.

7.2.3. When submitting an application to issue a supplementary card in the name of another person the Customer shall inform the latter about the terms of issuing and using the card irrespective of where they were presented to the Customer, as well as these Rules, and shall be liable for the latter to comply therewith.

7.2.4. The Customer and any other cardholder, besides other obligations pursuant to the agreement on payment card issuing, shall also be obligated to:

- keep the card safe from temperature and electromagnetic field effects and physical damage;
- keep the PIN in secret (memorize the PIN and destroy the PIN envelope), neither write the PIN on the card, paper, or anything usually kept with the card nor keep the PIN in any other form;
- effect transactions in the card-linked Payment account and with the card in accordance with the requirements of the legal acts;
- undertake to inform the Bank in case of any danger that money may be debited from the Payment account without the Customer's knowing about that.
- immediately inform about the loss of the card in line with the procedure set in the Rules at tel. 1608, +370 5 233 1199 or +370 698 21000; notifications about the changes of the aforementioned telephone numbers are published on the Bank's website www.dnb.lt.

7.2.5. The Card may be used only by the Cardholder whose data and signature are available on the Card. Prior to using the card the Cardholder shall sign the signature field on the back of the card. The Customer shall ensure that the Supplementary Cardholder signs the signature field on the back of the card and fulfils the obligations stipulated in the agreement on payment card issuing. The Customer shall be fully responsible and liable for any loss having arisen in consequence of the actions performed by the Supplementary Cardholder. The Customer shall be entitled at any time to terminate the use of the supplementary card and cancel generation of payment orders thereby subject to written notification made to the Bank.

7.2.6. The Cardholder may use the Virtual Card only to pay for goods and services on the Internet enabling payments by virtual card. The Virtual Card may not be used if a material (non-virtual) card is necessary for making payments.

7.2.7. The Cardholder may be additionally charged the fees applicable by the owners of Internet merchants, Internet connection and software.

7.2.8. The Customer/Cardholder shall be entitled at any time, subject to notification to the Bank, terminate the use of the Card. If the Customer/Cardholder does not wish to renew the Card, he/she must notify the Bank about that in writing not less than 1 (one) month before the end of validity of the Card. In case the Bank is not timely and properly notified about the Customer/Cardholder's wish not to use the Card, the Bank shall renew the Card automatically and shall be entitled to receive the fee for the issuance/renewal of the Card from the Customer.

7.2.9. The Bank shall produce a card of the same type and sort as the expired card (or a cancelled, lost or damaged card) to the Customer/Cardholder. If the Bank does not distribute such cards any more, a card of the same type (debit and/or credit) and closest with regard to the possibilities and characteristics of use (not necessarily of the same international payment cards organisation VISA and/or MASTERCARD, and/or other) shall be produced to the Customer/Cardholder.

7.2.10. If the Customer/Cardholder fails to arrive to claim the Card within 60 (sixty) calendar days from the date of ordering the Card in the Bank or from renewal thereof, when the Card is renewed after it expires or when a new Card is produced before the date of expiry, the Bank shall be entitled to destroy the produced/renewed Card; however, this fact does not exempt the Customer from the duty to cover the fee for the issuance of the Card. The paid fee for the issuance of the Card shall not be returned.

7.2.11. Upon the Bank's request, the Customer/Cardholder undertakes to return the card to the Bank upon expiry thereof, upon termination of the agreement as well as upon termination of the relations of the Customer and the Bank with regard to the use of the card or upon termination of the card use by the Customer in line with the set procedure. Termination of the agreement, termination of the relations of the Customer and the Bank with regard to the use of the card and/or termination of the card use by the Customer, or closing of the account shall not release the Customer and/or the Cardholder from his/her obligation to cover all liabilities occurred through the use of the card, information about the Card/Payment account or due to any other circumstances related to the card or the Payment account.

7.2.12. The Bank shall be entitled, without any negative consequences to the Bank, to cancel the card in case the Customer has failed to enter the PIN code correctly or in case of a threat that the card might be exposed to unauthorised use. In such case the service providing shall be renewed by the Bank's decision. At renewing the service providing in cases when the service providing was suspended due to the Customer's fault, the Customer shall be charged the fees set in the Bank's fees and charges (including the fee for issuing a new card).

7.2.13. The Bank shall credit the Customer's Payment account linked to the card in the transaction (payment) currency irrespective of the currency in which the card linked Payment account is handled but when making payments by the card the Customer may only use the currency in which the card linked Payment account is handled. Should the Customer wish to use another currency credited and available in the Payment account (other than the currency in which the card linked Payment account is handled) when making payments by the card, he has to convert it into the currency in which the card linked Payment account is handled. In ATMs the Customer/Cardholder may only view the balance of the currency in which the card linked Payment account is handled.

7.2.14. Upon depositing cash in the cash-in machines, the Bank shall provide the opportunity to the Customer to dispose the deposited amount immediately by making payments for goods or services by the payment card in the trading and service companies at the business hours thereof, to withdraw cash in the ATMs at the business hours thereof. In the above indicated case cash withdrawal/executing payment orders from the card account in the Bank's outlets or through the Bank's internet banking system shall be carried out on the terms set in the fees and charges.

7.2.15. If the Customer is an individual person the Cardholder and the Customer shall be jointly liable for any transactions effected with the Card issued in the name of the Cardholder and payment of the fees applicable to the Account maintaining or making any other payments. If the customer is a legal entity the Customer shall assume full responsibility for any transactions effected by the Cardholder and payment of any fees applicable to them and the Account maintaining or making any other payments.

7.2.16. The Customer shall pay all fees related to the Card (both Principal and Supplementary) issuing, acquiring, using as charged by the Bank, as well as any interest for the use of the credit limit in the Account, default interest and penalties following the procedure indicated in the present Rules and the General Rules on the Provision of Services of the Bank. The Bank shall be entitled to debit the Account with the amount of accrued fees and other payments for the services provided by the Bank under the Agreement. In case the Account balance is zero or insufficient the Bank shall be entitled to credit the Customer by granting him/her a credit in the Account and cover the debt thereof. The Customer shall repay such a credit to the Bank and pay the interest fixed in the Bank's fees and charges.

7.2.17 Card transactions abroad may be effected in any other legal foreign currency.

7.2.18. In case the currency in the submitted payment order differs from the account currency and the payment order is initiated through a bank which is on the list of the Bank's website or through an ATM and/or payment card acquiring devices of the aforementioned banks, then the currency of the payment order shall be converted into the account currency at the currency exchange rate set by the Bank and published on the Bank's website.

7.2.19. In case the currency in the submitted payment order differs from the account currency and the payment order is initiated through a bank other than indicated in Item 7.2.18 of these rules, then the currency of the payment order shall be converted into Euros at the currency exchange rate set by international organisations effective on the transaction data handling day and the Euros received shall be converted into the account currency at the currency exchange rate published in the Bank's website.

7.2.20. In case the currency in the submitted payment order is other than the Litas or the Euro, the amount of the payment order shall in all cases be converted into Euros at the currency exchange rate set by international organisations effective on the transaction data handling day and the Euros received shall be converted into the account currency at the currency exchange rate published in the Bank's website.

7.2.21. In case the currency in the submitted payment order differs from the card linked account currency, the currency exchange fee set by the Bank and indicated on the Bank's website shall be added (if applied) to the currency exchange rate set by international organisations.

7.2.22. In case international payment card organisations make available the information to the Bank on the currency exchange rates applied by the aforementioned organisations, the Bank shall update such exchange rates to the Customers through a link in the Bank's website.

7.2.23. The Bank at its own account shall take out travel insurance for holders of cards of the type of Visa Classic, Visa Business, Visa Gold, MasterCard Standard, and MasterCard Business against financial losses on a trip abroad with an insurance company and at the conditions of the Bank's choice. The relevant conditions of this insurance, insurance regulations, the insurance company's contact information and telephone numbers in case of an accident are available on the Bank's website www.dnb.lt. The Bank shall reserve the right to change the insurance conditions, insurance company(-ies) and to recall insurance of some or all of the above indicated types with at least 30 days' notice on the Bank's website www.dnb.lt.

7.2.24. Due to certain peculiarities of the card as an instrument of disposal and management of the Payment account as well as due to the requirements of the international organizations VISA and/or MASTERCARD, execution of the transactions initiated by the cardholder exceeding the balance of the Payment account using the Bank's funds is possible in individual cases when the transactions in the Payment account are executed using the card. In such cases, the Customer must cover the balance of the Payment account exceeded by the Bank's funds in line with the procedure and terms set in clause 5.10 of the Rules.

7.3. Executing payment transactions through internet banking.

The Item refers to particular characteristics of payment transactions executed through Internet banking.

7.3.1. Payment transactions executed through Internet banking are authorised by a password given to the Customer, mobile electronic signature, codes and/or other measures confirming the customer's authenticity indicated in the agreement signed with the Customer that must be kept by the Customer following the procedure set by these Payment Service Rules. The documents confirmed in such manner shall be considered approved by the Customer and shall have the same legal power as hard-copy documents signed by the Customer or a representative thereof.

7.3.2. Before using the password generator, the Customer shall familiarise with the password generator manual which is published in the Bank's website.

7.3.3. The requirements for granting and usage of the mobile signature shall be available to the Customer at the Bank's website.

7.3.4. The Bank shall undertake to suspend the internet banking service immediately in case the Customer 5 (five) times has entered the User ID code alone or an incorrect PIN, TAN code, permanent password, password generator granted password, or in case the log-in password formed by the mobile electronic signature forming device has not been confirmed 5 (five) times. The Bank shall renew the internet banking service upon the Customer's visit to the Bank or upon telephone call to the Bank's indicated number indicating the User ID and upon identifying the Customer by the Bank.

7.3.5. The Bank shall also be entitled, without any negative consequences to the Bank, to refrain from executing the Customer's payment orders or to suspend the internet banking service due to technical disorders that might harm the internet banking or the Customer or in case there is a threat that the internet banking may become exposed to unauthorised access or in case the payment orders have not been filled in according to the internet banking requirements, or in case the funds in the Customer's account are not sufficient to make all payments, or in case the payment orders received from the Customer may not be executed due to other major reasons including internet banking security ensuring. The Bank shall notify the Customer thereon in the manner indicated in these Payment Service Rules and/or make such information available on the internet banking. In such case the service providing shall be renewed by the Bank's decision.



7.3.6. The Bank shall hand over the user's identification code, the password to the Customer, which the Customer may change at one's own discretion, PIN (personal identification numbers) card, TAN (transaction authorization number) code table or a password generator. If the Bank presents a password generator to the Customer, PIN and TAN code tables shall not be presented to the Customer in addition and vice versa.

7.3.7. The Customer must ensure the safety of the user's identification code, the password, the password generator's protection password (PIN), the password generated by the password generator, PIN, TAN codes or the password's generated by the equipment forming the mobile electronic signature which have been entrusted to him/her or to his/her account operator: he/she does not have the right to transfer them to any other person, any other account operator or any other representative of the Customer; he/she undertakes to keep them secret, not to write them down on paper or any other items or to keep them in any form other than that presented by the Bank.

7.3.8. In case of the threat that the user's identification code, the password, the password generator's protection password (PIN), the password generated by the password generator, PIN or TAN codes (hereinafter – 'the credentials') may or have become known to any third parties (hereinafter – 'are lost'), the Customer or the Account Operator must immediately notify the Bank in writing or at the telephone specified on the Bank's website. If the loss of the credentials or constituents thereof is related to illegal actions of the third parties, the Customer or the Account Operator must immediately notify law enforcement bodies about that.

7.3.9. Using the Internet banking, the Customer may execute the transactions established by the Bank with the Bank. The Bank shall be entitled to unilaterally terminate the possibility to execute all or a part of the transactions using the Internet banking or to stipulate other requirements. By granting the right to manage and dispose of the funds available in the Customer's account(s), the Customer makes it possible for the Account Operators jointly or individually to generate certain rights and duties to the Customer, to receive the Customer's personal information and data or information and data intended to the Customer only.

7.3.10. Transactions are executed when the Customer completes the form established in the Internet banking and when the fact of the proposal to execute a transaction is confirmed by a TAN code or a unique password – a sequence of digits – generated by the password generator, the Mobile electronic signature as well as under other conditions set by the Bank. The Bank shall notify the Customer about the acceptance of the proposal in line with the procedure set by the Bank. This shall not mean that the Bank must accept the Customer's proposal (offer) in any case or to notify the Customer about the acceptance of the proposal by a separate notice.

8. Information provided to the user of payment services

8.1. Information on one-off transactions executed under the framework agreement:

8.1.1. the Bank must, before the start of the one-off payment transaction initiated by the Customer (payer) under the framework agreement, at the Customer's request provide the Customer with information on the longest term (fixed under Item 6 of the present rules) for executing such payment transaction, on payable commission fee and on the split of the commission fee amount (specified in the fees and charges). Said information shall also be available for the Customer at the Bank's branch and the Bank's website;

8.1.2. in the statement of account the Bank shall indicate the following information on payment transactions:

8.1.2.1 payment transaction amounts debited to the Customer's payment account:

8.1.2.1.1 information based on which the Customer can identify each payment transaction and information related to the payee;

8.1.2.1.2. payment transaction amount in the currency in which the amount is debited to the payment account or in the currency indicated in the payment order;

8.1.2.1.3. amount of the commission fee for the payment transaction and the way the commission fee amount is split or interest payable by the Customer (payer);

8.1.2.1.4. currency exchange rate applied by the Bank and the amount of the payment transaction after currency exchange, if the payment transaction involved currency exchange;

8.1.2.1.5. date of the payment account debiting;

8.1.2.2. amounts of each payment transaction credited to the Customer's payment account:

8.1.2.2.1. information based on which the Customer (payee) can identify each payment transaction and the payer, also, payment order data sent alongside with the payment transaction;

8.1.2.2.2. amount of the payment transaction in the currency in which the amount is credited to the Customer's payment account;

8.1.2.2.3. amount of the commission fee for the payment transaction and the way the commission fee amount is split or interest paid by the Customer (payee) on such payment transaction;

8.1.2.2.4. currency exchange rate applied by the Bank and the amount of the payment transaction before the currency exchange, if the payment transaction involved currency exchange;

8.1.2.2.5. date of crediting.

8.1.3. The Customer may get the statement of account in the following ways:

8.1.3.1 by visiting the Bank's branch directly from the Bank officer;

8.1.3.2 if the Customer is user of the Internet Banking service, he may print the statement of account out himself based on a relevant service agreement using the instrument provided under such agreement;

8.1.3.3. sent by the Bank by mail or in any other agreed manner under a relevant agreement by and between the Customer and the Bank and / or at the Customer's request.

8.1.4. If the Customer is a consumer, he shall be entitled to get the statement of account free of charge containing information specified under Item 8.1.2 on transactions executed in the payment account in the following manner:

8.1.4.1 if the Customer is a user of the Internet Banking service, he/she may print the statement of account out himself/herself based on a relevant service agreement using the instrument provided under such agreement; Statements of account are provided in this manner free of charge, irrespective of the frequency in which they are provided. The Bank shall be entitled to establish a period for which information on transactions executed within such period is provided in the statement of account in this manner, in any event, however, the Customer shall have the right to get, in this manner, a free-

of-charge statement of account, which at the Customer's discretion contains information on transactions executed in the payment account within no more than a 30 (thirty) calendar days' period before the Customer's request or within the preceding calendar month;

8.1.4.2 if the Customer is not the a user of the Internet Banking service, he/she shall have the right, upon appearing at the Bank, to obtain, once a month, from the Bank's officer a free-of-charge statement of account, which at the Customer's discretion contains information on transactions executed in the payment account within no more than a 30 calendar days' period before the Customer's request or within the preceding calendar month.

8.1.5. For providing statements of account to the Customer who is not a consumer, also, for any additional information, other than that specified under Item 8.1.2 of the present rules, provided at the consumer's request for more frequent providing of statements of account or for their providing in any other manner or by any other means that those specified under Item 8.1.4, the Customer must pay a commission fee in an amount specified in the fees and charges;

8.2. Information on one-off payment transactions:

8.2.1. If a payment order for a one-off payment transaction is provided using payment means established under the framework agreement, the Bank shall have no obligation to provide relevant information or enable familiarisation with the information that has already been provided to the payment service user based on the framework agreement concluded with any other payment service provider or that will be provided thereto under such framework agreement.

8.2.2. Terms and conditions for executing one-off payment transactions:

8.2.2.1 for the purpose of due execution of a payment order the Customer must indicate to the Bank the unique identifier and/or any other information requested by the Bank (if applicable);

8.2.2.2 the longest term for executing the payment service shall be specified under Item 6 of the present rules;

8.2.2.3. the commission fee payable by the Customer and the way in which the amount of commission fee is split shall be specified in the fees and charges;

8.2.2.4 if the payment transaction involves currency exchange, the reference currency exchange rate shall be applied;

8.2.2.5 in case of one-off payment transactions, the provisions of Item 6 of the payment rules shall also be applied;

8.2.3. Having received a payment order for a one-off payment transaction, the Bank shall immediately enable the Customer (payer) to familiarise, in a reasonable manner, with the following:

8.2.3.1 information based on which the Customer identifies the payment transaction and information related to the payee;

8.2.3.2 amount of the payment transaction in the currencies indicated in the payment order;

8.2.3.3 amount of the commission fee paid by the Customer for the payment transaction and the way in which the amount of the commission fee is split – this information shall be specified in the fees and charges;

8.2.3.4 reference currency exchange rate and the payment transaction amount after currency exchange, if the payment transaction involved currency exchange;

8.2.3.5 date of the receipt of the payment order.

8.2.4. commission fee fixed in the Bank's fees and charges shall be charged for providing of information to the Customer who is not a consumer.

8.2.5. At the Customer's request, the Bank shall provide the information specified under Item 8.2.3 in writing

9. Duties of payment service users in relation to payment instruments

9.1. The Customer entitled to use the payment instrument shall have the following duties:

9.1.1. when using the payment instrument, to follow rules regulating the issuance and use of the payment instrument;

9.1.2. having found out about any loss, theft, illegal acquisition of the payment instrument or about its unauthorised use, also, about facts or suspicions that personalised security features of his payment instrument have become known to or may be available to any third parties, to immediately give the Bank or the entity indicated thereby a relevant notification, observing the rules regulating the issuance and use of the payment instrument.

9.2. Upon receipt of the payment instrument, the Customer must take actions to protect the personalised security features of the payment instrument.

10. Communication between the payment service provider and the payment service user

10.1. Any and all communications, statements of account, reports, certifications, confirmations or any other information, including the Bank's service rules (hereinafter the 'notifications') must be made in writing (i.e. a relevant document must be drawn up), other than in cases provided for by legal acts of the Republic of Lithuania and / or under agreements as well as any other documents submitted to the Bank (applications, forms, etc.), where notifications may be provided verbally or must be notarised. Documents sent by telecommunication means or by electronic means (by fax, teletype or via the Internet) shall be deemed to be documents made in writing.

10.2. The Bank shall deliver notifications to the Customer in person or announce them publicly.

10.2.1. The Bank's notifications shall be delivered in person or told personally to the Customer, also, sent by mail, e-mail, telefax or any other telecommunication means, via the Bank's Internet Banking system.

10.2.2. the Bank's public notifications shall be placed at the Bank's website and made available at the premises of the Bank's Customer service branches. Such notifications may be additionally published at any national newspaper selected by the Bank (available in an area with more than 60 per cent of the population of the Republic of Lithuania).

10.3. The Customer's notifications to the Bank shall be delivered or told directly to the Bank's authorised employees, also, sent by mail, telefax, telephone and other telecommunication means, by e-mail, via the Bank's Internet Banking system. If the Customer gives a notification verbally, the Bank shall have the right to record the conversation pursuant to the procedure established by laws.

10.4. The Bank must ensure continuous and quality functioning of the Bank's Internet Banking system and the Bank's website (to the extent it depends on the Bank). The Bank, however shall have the right to improve its IT systems and eliminate any failures found, even if this may result and / or results in any interference with providing information and/or services to its Customers. The Bank must plan works related to the improvement of its IT systems and elimination of any failures in them and wherever possible carry out such works during night time. In case of any extraordinary circumstances

and important reasons the Bank shall have the right, with the aim to avoid any possible losses for the Customer and/or its own losses, to eliminate IT system failures any time round the clock. Works for the elimination of IT system failures shall be carried out within the shortest possible period of time. At the time when the Bank's IT system improvement and/or elimination of failures is performed, fulfilment of any and all obligations of the Bank that are executed via the IT systems shall be suspended.

10.5. Each party shall be entitled to select a way of delivering notifications, other than in cases peremptorily established by legal acts of the Republic of Lithuania and/or agreements as well as any other documents (applications, forms, etc.) submitted to the Bank. The Bank's notification announced publicly shall be deemed duly transferred and delivered to the Customer, other than in cases peremptorily indicated by legal acts of the Republic of Lithuania and/or agreements, where the Bank must deliver a notification to the Customer in person. Information that constitutes the Bank's secret may be handed in or told only in person.

10.6. Notifications delivered by the parties shall be deemed received:

10.6.1. if a notification has been delivered verbally (including by phone) – at the time it is being told;

10.6.2. if a notification is handed in directly – on the day it is handed in;

10.6.3. if a notification is sent by mail – after a 5 (five) calendar days' period (if sent to / received from outside the Republic of Lithuania – after a 14 (fourteen) calendar days' period) since the day of its dispatch;

10.6.4. if a notification is sent by e-mail, telefax, telephone and other means of communication – on the nearest business day in the country of the payee since its dispatch;

10.6.5. if a notification is announced via the Bank's Internet Banking system – on the nearest business day in the payee's country following the day of its announcement;

10.6.6. if a notification is announced publicly – on the day of publishing;

10.6.7. if the payee has confirmed earlier receipt of the notification than mentioned above – on the confirmed day of receipt.

10.7. Name and surname or name of a legal person, addresses, telephone, fax numbers and other details (hereinafter the 'contact information'), required to be indicated when sending notifications by the parties, shall be indicated in the agreements or any other documents (applications, forms, etc.) submitted to the Bank.

10.8. If the agreement includes multiple persons (co-borrowers, account co-holders, etc.), the Bank shall have the right to address notifications related to such service agreement to any of the multiple persons. Such person must forward the information received to other multiple persons indicated in the service agreement.

10.9. If the agreement or any other documents (applications, forms, etc.) provided to the Bank does not contain the Customer's contact information, the Bank shall have the right to give the notification according to the latest contact information indicated by the Customer. If the agreement does not contain the Bank's contact information, the Customer shall have the right to give the notification according to the contact information indicated at the Bank's website.

10.10. The parties must immediately inform each other of any change in their contact information. At the Bank's request the Customer must provide relevant documents in evidence of a change in the contact information. If case of failure to fulfil such duty, it shall be deemed that any notification sent according to the latest information indicated to the other party has been duly sent, and any obligation fulfilled based on such information has been duly fulfilled.

10.11. The parties must immediately provide each other with information of any circumstances that may be important for performing under the agreement. At the Bank's request, the Customer must provide documents in evidence of such circumstances, irrespective of the fact that the information has been provided to public registries, also, documents, evidencing the following: a change in sample signature of the Customer or of the Customer's representative, initiation or instigation of the Customer's Bankruptcy, restructuring proceeding, the Customer's liquidation, reorganisation, rearrangement, etc.

10.12. The agreement must establish that the Parties must periodically provide each other with certain notifications related to their performance under the agreement.

10.13. If the Customer does not receive notifications from the Bank that the Customer had to receive from the Bank under the agreement or has submitted his separate request to the Bank in order to receive them, the Customer must immediately inform the Bank about it.

10.14. The Customer must, having received a notification from the Bank, immediately check the correctness and accuracy of the information contained in it and, having found any discrepancy, inaccuracy or mistake immediately inform the Bank about it. The present Item shall not be applied to the Bank's notifications that according to their purport, the agreement or legal acts of the Republic of Lithuania need not be checked and/or approved by the Customer.

10.15. Notifications sent by the Bank to the Customer cannot be deemed to be the Bank's offer to the Customer to execute the agreement or use any services, except the cases where the Bank's notification clearly states that exactly such offer is being made.

10.16. The payment service rules as well as the fees and charges shall be announced in the Lithuanian and in the English languages. The agreements shall be executed in the Lithuanian language. At the Customer's request and at the Bank's consent, agreements may be executed in the Lithuanian and English languages. The Bank shall have the right to request the Customer to compensate the costs for translation of the agreement into a foreign language.

10.17. The Bank's notifications delivered to the Customer in person shall be made in the Lithuanian language. The Bank shall also be entitled to make such notification in the language in which the agreement has been executed. At the Bank's consent, the Bank's notifications may be made in any other language requested by the Customer. The Bank's notifications publicly announced on the Bank's website shall be made in the Lithuanian and in the English languages. In all other cases the Bank's notification shall be made in the Lithuanian language.

10.18. The Customer's notification to the Bank may be made in the Lithuanian and the English languages.

10.19. In case of any discrepancy between the texts of the agreement or any other document in the Lithuanian and any foreign language, the text in Lithuanian shall prevail.

10.20. Documents provided to the Bank must be made in the Lithuanian and / or any other language indicated by the Bank. If documents provided to the Bank are made in any foreign language, the Bank shall be entitled to request their translation into the Lithuanian and / or any other language indicated by the Bank by a competent translator acceptable to the Bank. The Bank shall be also entitled to request that authenticity of the translator's signature is notarised.

10.21. The Bank must request that documents drawn up in a foreign country are apostilled or legalised pursuant to the procedure established by legal acts.

10.22. The Customer shall be entitled to any time familiarise with the effective version of the framework agreement and of the payment service rules, also, with any version of the framework agreement and of the payment service rules that was effective after the day of execution of the framework agreement. The aforementioned documents and information may be announced at the Bank's website, and if they are not announced and a separate request of the Customer has been received, they must be provided to the Customer in writing or using any other durable medium.

11. Security and rectifying measures

11.1. The Customer must immediately notify the Bank in writing of his personal identification document theft or loss in any other manner. Said requirement is set with the aim to secure the Customer funds from any possible illegal third-party actions.

11.2. The Customer entitled to use the payment instrument must adhere to the terms and conditions specified under Item 9.1. of the present rules.

11.3. Upon receipt of the payment instrument, the Customer must adhere to the terms and conditions established under Item 9.2. of the present rules.

11.4. The Bank shall have the right to block the payment account (i.e. to suspend payment transactions in the payment account, in full or in part) and / or the payment instrument (to prohibit using it, in full or in part):

- due to any objective reasons related to funds in the payment account and / or to the security of the payment instrument;

- due to suspected illegal or unfair use of funds in the payment account or of the payment instrument or due to highly increased risk related to the Customer's potential inability to duly meet his payment obligation (also when using the payment instrument and credit line);

- if the Customer fails to perform under the agreement;

- if the Bank has reasonable suspicion that any third parties may illegally use the funds in the payment account and / or the payment instrument;

- if the Bank has reasonable suspicion that the payment account and / or payment instrument may potentially be used or has been used for criminal activities;

- if the Bank obtains reasonable information about the Customer's death;

- if the Bank is provided with controversial information about persons empowered to represent the Customer;

- in cases stipulated by laws or any other legal acts of the Republic of Lithuania or under the agreement or under any other agreements executed with the Bank.

11.5. The payment account and/or the payment instrument shall be blocked at the Customer's initiative, if the Customer submits a relevant request to the Bank or informs the Bank in a manner established under the agreement that the payment instrument issued to the Customer has been stolen or lost in any other way and funds in the payment account and / or the payment instrument are used or may be used in any other illegal manner. The Bank shall have the right to demand that the Customer's verbally provides a request to block the payment account and / or that the payment instrument is subsequently confirmed in writing or in any other way acceptable to the Bank. If the payment account and / or payment instrument was blocked at the Customer's initiative, the Bank may unblock it only upon receipt of the Customer's request in writing, unless otherwise established under the agreement. The Bank shall have the right to replace the blocked payment instrument with a new one.

11.6. In the above cases the Bank shall notify the Customer, in a manner established under the agreement, of blocking the payment account and / or the payment instrument and reasons for such blocking, if possible, before blocking the payment account and / or the payment instrument and no later than immediately upon its blocking, except in cases when providing of such information would impair the security measures or would be prohibited under any other legal acts;

11.7. The Bank shall unblock the payment account and / or the payment instrument (or replace it with a new payment instrument) when reasons for blocking the payment account and / or the payment instrument cease to exist;

11.8. The Bank shall not be liable for the Customer's losses incurred as a result of blocking of the payment account and/or the payment instrument, and shall not pay the default interest defined in the rules and/or the agreement, if such blocking was made pursuant to the procedure established by the rules and / or the agreement and at the conditions defined in the rules and/or the agreement.

11.9. Payment transaction shall be deemed authorised only after the Customer has given his consent to execute it. The form and procedure for giving such consent shall be defined in the agreement. The Customer may authorise the payment transaction either before or after its execution, if the Customer and the Bank have so agreed. If the above-referred consent is not available, it shall be deemed that the payment transaction has not been authorised.

11.10. The Customer may any time before the point in time of irrevocability, indicated under Items 6.3.3–6.3.6, cancel his consent to execute the payment transaction. A consent to execute multiple payment transactions may also be revoked, in which case all further payment transactions shall be deemed unauthorised.

11.11. If the Customer is a consumer and denies having authorised a payment transaction that has been executed or maintains that the payment transaction has been improperly executed, the Bank shall have the duty to prove that authenticity of the payment transaction was confirmed, that it was duly registered, reflected in the accounts, and no technical or any other hindrances had any impact on it.

11.12. If the Customer is a consumer and denies having authorised a payment transaction that has been executed, the use of the Bank's registered payment instrument shall not necessarily constitute sufficient evidence that the Customer has authorised the payment transaction, has acted unfairly or has intentionally or through gross negligence failed to fulfil one or several duties established under Items 11.2 and 11.3. If the Customer is not a consumer, the use of the Bank's registered payment instrument shall constitute sufficient evidence that the Customer has authorised the payment transaction.

11.13. If the Customer is a consumer, the losses resulting from any unauthorised transaction in an amount of EUR 150 equivalent in the Litas shall be covered by the Customer, in case the losses result from:

- use of lost or stolen payment instrument;



- illegal acquisition of the payment instrument, if the Customer failed to protect the personalised security features. If the Customer is not a consumer, any and all losses that are incurred due to the above-indicated reasons shall be covered by the Customer.

11.14. Any and all losses that are incurred due to unauthorised payment transactions shall be covered by the Customer, if the Customer has sustained them through his unfair actions, having failed to fulfil one or several duties established under Items 11.2 and 11.3 through gross negligence or intent.

11.15. After the Customer gives the notification indicated under Item 11.5 to the Bank, the Customer's losses that have been sustained due to loss, theft or illegal acquisition of the payment instrument shall be covered by the Bank, except if the Customer has acted unfairly.

11.16. If the Bank does not create the conditions to anytime notify about loss, theft or illegal acquisition of the payment instrument, the losses incurred due to unauthorised use of the payment instrument shall be covered by the Bank, except the cases where the Customer acted unfairly.

11.17. The Customer must no less than once a month check information on payment transactions in the payment account. The circumstance that the Customer did not request the statement of account to be sent thereto shall not release the Customer from fulfilling said obligation.

11.18. The Customer must notify the Bank of any unauthorised or defectively executed payment transactions, also, of any other error, discrepancy or inaccuracy in the statement of account. Such notification must be given immediately, however, no later than within 60 calendar days as of the day when the Bank, in the Customer's opinion, executed an unauthorised payment transaction or defectively executed the payment transaction.

11.19. If the Customer is a consumer, he must immediately notify the Bank in writing about any unauthorised payment transaction or defective debiting of funds to the payment account, however, no later than within 13 months as of the day of such debiting to the payment account. If the Customer is not a consumer, the Customer must give the notification indicated under the present Item to the Bank within a term indicated under Item 11.18.

11.20. If the Customer fails to give any notification at the time indicated under Items 11.18 and 11.19, it shall be deemed that the Customer has unconditionally agreed with the payment transactions executed in the payment account.

11.21. The terms specified under Items 11.18 and 11.19 of the present rules shall not apply, if the Bank has not provided information to the Customer on an unauthorised or defectively executed payment transaction or has not created conditions to familiarise with it.

11.22. Having received the Customer's notification within the period indicated under Items 11.18 and 11.19 and having found that the payment transaction has not been authorised by the Customer, the Bank shall immediately refund to the Customer the amount of such unauthorised payment transaction and shall restore the balance of the account to which said amount was debited that would exist if the payment transaction had not been executed, other than in cases specified under Items 11.13– 11.16, where liability for any unauthorised payment transaction rests with the Customer.

11.23. If the Customer, when giving the payment order, indicates the unique identifier, such payment order shall be deemed duly executed, if it has been executed according to the indicated unique identifier. When crediting or debiting funds to the payment account according to the unique identifier indicated in the payment order received by the Bank, the Bank shall have the right to refrain from checking whether such unique identifier corresponds to the name and surname and/or the personal number / name and/or company code of the payment account owner. If the unique identifier provided by the Customer is erroneous, the Bank shall not be liable under Item 11.25 for non-execution of a payment transaction or defective execution, however, it must seek to recover the funds of the payment transaction.

11.24. If besides indicating the unique identifier the Customer also provides additional information, the Bank shall be liable only for the execution of the payment transaction according to the unique identifier indicated by the Customer.

11.25. If the Customer (payer) has initiated the payment transaction, the Bank shall be liable for due execution of the payment transaction. If the Bank can prove to the Customer (payer) and in certain cases to the payee's payment service provider that the payment service provider has received the amount of the payment transaction, the payee's payment service provider shall be liable against the payee for due execution of the payment transaction.

11.26. If liability as per Item 11.25 arises to the Bank as the payer's payment service provider, the Bank shall immediately refund to the Customer (payer) the amount of defectively executed payment transaction or shall restore the balance of the payment account to which such amount was debited that would exist if the defectively executed payment transaction had not been executed.

11.27. If liability under Item 11.25 arises to the Bank as the payee's payment service provider, the Bank shall immediately credit the amount of the payment transaction to the Customer's (payee's) payment account and / or shall enable the Customer (payee) to dispose of it.

11.28. In case of late execution of the payment transaction or invalid limitation of funds in the account through the Bank's fault, the Bank shall at the Customer's request pay to the Customer default interest of 0.02 per cent as per each day of delay on the amount of such late transaction or on the payment transaction amount, which has been invalidly limited through the Bank's fault.

11.29. The Bank shall not be liable for the Customer's sustained additional costs or incurred indirect losses (non-received income, profit, etc.) in connection with the non-executed or defectively executed payment transaction.

11.30. In case the Customer (payer) initiates a payment transaction and no payment transaction is executed or is defectively executed, the Bank as the payer's payment service provider must immediately in any event at the Customer's (payer's) request take actions to find out the reasons and notify the Customer (payer) of the outcome.

11.31. If the payment order is initiated by the Customer (payee) or via the Customer (payee), the Bank, as the payee's payment service provider, shall immediately transfer the payment order to the payee's payment service provider. The Bank as the payee's payment service provider shall be liable against the Customer (payee) for due transfer of the payment order to the payer's payment service provider.

11.32. If the payment transaction, for which the payee's payment service provider is not held liable under Item 11.31, is not executed, the Bank shall be liable against the Customer (payer) and shall immediately refund to the Customer (payer) the amount of the non-executed payment transaction or shall restore the balance of the account to which the amount was debited.

11.33. If the payment order is initiated by the Customer (payee) or via the Customer (payee), and the transaction is not executed or is defectively executed, the Bank as the payee's Bank must in any event at the Customer's (payee's) request immediately take actions to find out the reasons and notify the Customer (payee) of the outcome.

11.34. The Bank shall be liable against the Customer for the commission fees and interest of the Customer due to non-execution or defective execution of the payment transaction through the Bank's fault.

11.35. The Bank's and the Customer's liability shall not apply in case of any abnormal or unforeseeable circumstances that were beyond the control of the person pleading for the application of such circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary, or where this is defined by legal acts regulating the Bank's activities.

11.36. The Customer (payer) shall have the right to recover from the Bank the entire amount of the payment transaction initiated by the payee or via the payee and already executed, if both of the following conditions are met:

11.36.1. the payment transaction was authorised without indicating the precise amount of the payment transaction;

11.36.2. the payment transaction amount is higher than the amount which the Customer (payer) could have reasonably expected taking into consideration his previous costs, agreement terms and conditions as well as any other circumstances, other than those related to currency exchange when the payment transaction involved currency exchange at the rate agreed upon by the Customer (payer) and the Bank. If the Customer (payer) gives his consent to execute payment transactions initiated by the payee or via the payee indicating the limit for such transactions (for a one-off transaction or transactions executed within a certain period of time), it shall be deemed that he could have reasonably expected exactly such an amount from said payment transactions.

If the Customer is not a consumer, the provisions of the present Item shall not apply, and the Customer shall not be entitled to recover the amount involved in the above-mentioned payment transaction.

11.37. At the Bank's request the Customer (payer) must provide data on the terms and conditions established under Items 11.36.1 and 11.36.2.

The Customer (payer) shall not be entitled to a refund of the amounts of the payment transactions initiated by the payee or via the payee according to Item 11.36, if the payer has given his consent to execute the payment transaction directly to his Bank, and the Bank or the payee has provided, in an agreed manner, the Customer (payer) information on the future payment transaction or has enabled to familiarise with it no less than 4 (four) weeks before the envisaged date of execution of the payment transaction.

11.39. The Customer (payer), who is a consumer, shall be entitled to request the Bank to refund the amount of the authorised payment transaction initiated by the payee or via the payee within 8 (eight) weeks since the day of the funds debiting to the payment account.

11.40. The Bank shall, having received the Customer's (payer's), who is a consumer, request to refund the amount of the payment transaction, within 10 (ten) business days refund the entire amount or shall indicate reasons for its refusal for a refund as well as the procedure for an appeal against such refusal.

11.41. Where the Bank in cases and pursuant to the procedure established under Items 11.36–11.40 above refunds to the payer the amount of the payment transaction, the payee (the Customer) who receives such payment transaction amount must immediately refund the amount of said payment transaction transferred to his payment account to the Bank and agrees that the Bank, pursuant to the procedure established under Items 5.3 and 5.6 of the present rules, debit such payment transaction amount from his (payee's) accounts with the Bank.

11.42. The Customer is aware that in process of executing a payment order submitted by the Customer (payer) to the Bank, credit institutions and payment systems operating abroad may be obligated by the state where they operate or by the local laws to disclose the information about the Customer (payer) to the competent authorities.

12. Amendments to the agreements

12.1. The Bank shall be entitled to change the agreement entered into with the Customer, the payment service rules or the fees and charges. The Bank shall inform the Customer who is a consumer of any amendments to the agreement, the payment service rules or the fees and charges no later than 60 calendar days before the day on which the amendments will take effect and in case of the Customer who is not a consumer, no later than 30 days before the effective day of such amendments, unless otherwise agreed between the parties. Said information on the amendment to the agreement and / or the payment service rules and / or the fees and charges shall be provided to the Customer in person or shall be made public. Publicly available information shall be regarded as appropriate (written) information provided to the Customer on unilateral change of the agreement and/or the terms and conditions for the provision of payment services and/or the price-list. It shall be deemed that the Customer agrees with such amendments, if before the effective date of the amendments he gives no notification to the provider of payment services of his disagreement with such amendments. In such event, the Customer shall be entitled to immediately and without paying any commission terminate the framework agreement before the day on which the amendments will take effect.

12.2. If the Customer does not avail of the right to terminate the agreement before the effective date of the amendments, it shall be deemed that the Customer agrees with the amendments made.

13. Effective term and expiry of agreements

13.1. The framework agreement shall continue in effect without any fixed period of time, unless otherwise defined under the agreement.

13.2. The one-off payment agreement shall continue in effect until the day of execution of the payment transaction specified under the one-off payment agreement.

13.3. Any other agreements on payment services shall continue in effect for a period indicated therein.

13.4. The Customer shall have the right to terminate the framework agreement upon giving the Bank a relevant prior minimum 30 days' notification.

13.5. If the Customer who is a consumer terminates the framework agreement concluded for more than a 12 months' period or for an unlimited period of time after a 12 months' period since the day of entering into the framework agreement, the



Customer shall pay no commission fee. In all other cases the Customer shall pay the commission fee specified in the fees and charges for termination of the framework agreement to the Bank.

13.6. The Bank may terminate the framework agreement concluded for an unlimited period of time with at least 60 (sixty) calendar days' notice to the Customer, while the Customer who is not a consumer shall be given at least 15 calendar days' notification before the date of termination of the framework agreement, unless otherwise established by law.

13.7. The commission fee regularly charged for payment transactions shall be paid by the Customer proportionately until the day of termination of the framework agreement. If the commission fee was paid in advance, it shall be proportionately refunded. This Item shall apply only to the Customers who are consumers.

13.8. Payment transactions initiated under the agreement before the day of termination of the agreement, shall be finalised abiding by the provisions of the agreement that were effective before the termination of the agreement, unless the Bank and the Customer have agreed otherwise.

13.9. In cases established by law, the Bank shall have the right to immediately terminate the framework agreement or to reject execution of the payment transaction.

14. Redress procedure

14.1. Agreements executed by and between the parties shall be subject to the law of the Republic of Lithuania.

14.2. Customer requests / complaints regarding the Bank's actions whereby the Bank may have infringed the requirements of laws or agreements that regulate providing of services and / or the Customer's legitimate interests shall be considered by the Bank. The Bank must consider the Customer's written request (complaint) and respond to the Customer in writing within 30 (thirty) calendar days since the day of receipt of a relevant request.

14.3. Customer requests (complaints) shall be analysed by the Bank free of charge.

14.4. If the Bank's response to the Customer's request (complaint) does not satisfy the Customer or no answer has been provided thereto, the Customer shall have the right to turn to the court in accordance with the procedures established by the law. If the Customer is a consumer, he shall also have the right to turn to the State Customer Rights Protection Agency in accordance with the procedures established by the law.

15. Replacement, Implementation and Upgrade of the Bank's Core Information Systems and Related Amendment to the Payment Service Rules

15.1. **By 31/12/2015** the Bank will be replacing the banking information systems used by the Bank to provide banking services to its Customers.

15.2. The Bank will pre-inform its Customers about the scheduled dates of changes in the information systems on the Bank's Internet website.

15.3. Changes in the banking information systems may cause temporary disruption of services provided to the Customers. In order to avoid losses the Customers must take all necessary measures to prepare for possible disruption of the Bank's services. The Bank shall not be liable for any costs or indirect losses incurred by the Customer in connection with disruption of the Bank's services.

15.4. The Bank is performing the replacement of the Bank's information systems in stages by gradually migrating the Customers' data necessary for the provision of banking services and not migrated during the previous stages of replacing the systems to a new information system. The Bank will inform each Customer about the data migration completed during each stage by mail and/or e-mail, telephone or other means of telecommunication, and/or via the Internet banking system, and/or other means, and/or by publishing information on the Bank's Internet website.

15.5. The Customer may familiarize oneself with the changes in the rules and/or the procedure for providing the Bank's services to the Customer on the Bank's Internet website and at the Bank's outlets.