

Document title	<b>GENERAL PAYMENT SERVICES TERMS AND CONDITIONS</b>
Process owner	<b>Chief Product Officer</b>
Approved by	<b>Management Board</b>
Approval date	<b>08.10.2024</b>
Effective date	<b>08.10.2024</b>
Responsible for implementation	<b>Management Board</b>
Type of document	<b>Public</b>
Classification rank	<b>Nonconfidential</b>

## **GENERAL PAYMENT SERVICES TERMS AND CONDITIONS OF UAB “VIA PAYMENTS”**

No VP-21-16

<b>Version No.</b>	<b>Valid from</b>
1.0	16.05.2018
2.0	30.07.2019
3.0	01.04.2021
4.0	26.05.2022
5.0	12.07.2022
6.0.	09.05.2024
7.0	08.10.2024

Mantas Staliūnas

Managing Director

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## 1. INTRODUCTION

- 1.1. These General Payment Services Terms and Conditions (hereinafter referred to as General Conditions) along with the Pricelist and Privacy Policy and any other terms and conditions that apply to the Services, form a legal agreement between UAB "Via Payments" (hereinafter VIALET) and the Client.
- 1.2. The purpose of the General Conditions is to establish general principles governing the relations between VIALET and the Client and to stipulate the rights and obligations of the Parties on opening a Payment Account and using the payment services provided by VIALET.
- 1.3. The General Conditions form an integral part of every legal transaction between the Parties and shall be binding on both Parties. Upon Client's approval of the General Conditions, the Client shall be deemed to have entered into the Account Agreement with VIALET.
- 1.4. If the General Conditions are in conflict with the Contract on Services or Service Conditions, the Contract on Services or Service Conditions apply.
- 1.5. The General Conditions is the document of crucial importance which shall be carefully examined by the Client before the Client decides to confirm it and use Services provided by VIALET. Along with the General Conditions, the relations between the Parties are governed by Contracts on Services, Service Conditions, Price List, Privacy Policy, other VIALET documents, laws and other legal acts of the Republic of Lithuania, as well as the principles of reasonability, justice and fairness and generally accepted fund transfer practices.

## 2. DEFINITIONS AND ABBREVIATIONS:

<b>Account Agreement</b>	a current account agreement between the Client and VIALET consisting of these General Conditions and Price List. All amendments and annexes, if any, to the Account Agreement constitute the inseparable part of the agreement.
<b>Authorization</b>	granting of permission for the Client into the System, where the Client identifies itself in the following ways: <ol style="list-style-type: none"> <li>a) accessing the Client's Profile in VIALET App, providing the Passcode;</li> <li>b) accessing the Client's Profile on the Website, providing the email and Password.</li> </ol>
<b>Authorization code</b>	a combination of numbers provided by VIALET as a SMS text message sent to Client's mobile phone each time when Client is performing the Payment Transaction.
<b>Beneficial Owner</b>	a natural person who owns or controls, directly or indirectly, at least 25% of the Client's capital or voting shares or who exercises control in relevant manner, as well as owner of the funds held in the account, or a natural person in whose interest transactions are made, and whose particular features are defined in legal acts.
<b>Business Day</b>	a day when VIALET provides its services, set by VIALET. VIALET can set different business days for different services.
<b>Calendar Day</b>	a 24-hour period starting from 0:00 a.m. on a given date and concluding at 24:00 on the same date. Time limits calculated in calendar days commence from the day following the relevant date or event and conclude at 24:00 on the final day of the specified duration. This definition aligns with the standard rules for time calculations and complies with the requirements outlined in the Law on Payments.

<b>Client</b>	a natural or legal person who has registered in the System by creating a Profile, including a person who has the intention to enter into a business relationship with VIALET.
<b>Commission Fee</b>	remuneration set in the Price List, which VIALET levies on Services delivered by VIALET. A Commission Fees may also be included in the Contract on Services or other documents.
<b>Consent</b>	a consent of the Client to use the Services and/or perform a Payment Transaction, which is given in the form of Authorization code, Passcode or other authorization means allowed by VIALET.
<b>Consumer</b>	a natural person entering into or having entered into a financial services agreement with VIALET for personal, family or household purposes, not related to trade, business or profession activities.
<b>Contract on Services</b>	an agreement between VIALET and the Client on the provision and use of Services provided by VIALET. These General Conditions form an integral part of each Contract on Services unless foreseen otherwise by the latter.
<b>Electronic Money</b>	upon receipt of funds from the Client, the monetary value credited/transferred to and held on the Payment Account for executing Payment Transactions.
<b>Funds Reservation</b>	Client's funds being made unavailable to the Client based on the reservation from Payee or otherwise when using VIALET payment card services.
<b>Foreign country</b>	a country other than a Member State.
<b>Group</b>	entities controlled by VIA SMS group, Reg. No.: 40003901472, with registered office at Riga, Roberta Hirša street 1, LV-1045, Latvia. VIALET belongs to the Group.
<b>IBAN</b>	(International Bank Account Number) a unique identifier assigned by the payment service provider and provided by the Payer/Payee to identify unambiguously the Payer/Payee or the payment account thereof used in the Payment Transaction.
<b>KYC</b>	the "Know Your Client" process, which involves identifying and verifying a Client and obtaining information about the Client such as its residential address, contact information, the purpose and nature of the business relationship, planned turnover, ownership structure, economic activity, source of funds, etc.
<b>Member State</b>	a member state of the European Union or a member country of the European Economic Area (EEA). VIALET or the Client. If required, might be used in plural within the context.
<b>Party</b>	a combination of numbers created by Client when registering in VIALET App, and which is used unambiguously for identification of the Client participating in the Payment Transaction and/or access to the Payment Account. The Passcode can be changed at any time by the initiative of the Client. A fingerprint may be used instead of the Passcode if the Client agrees with that and its mobile device supports such functionality.
<b>Passcode</b>	
<b>Password</b>	a combination of numbers and letters created in the System and provided to the Client initially by VIALET when accessing the Services on Website.
<b>Payee</b>	a natural or legal person indicated in the Payment Order as a recipient of funds of the Payment Order.
<b>Payer</b>	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 person who submits a Payment Order.
<b>Payment Account</b>	a current account opened on the basis of the Account Agreement.
<b>Payment Instrument</b>	

	any personalized device and/or procedures agreed by Parties by which the System allows to link to the Client's Payment Account and initiate a Payment Order (e.g., a payment card, the right to use VIALET App, Website or another mean offered by VIALET).
<b>Payment Order</b>	the Payer's/Payee's instruction to payment service provider to execute the Payment Transaction.
<b>Payment Transaction</b>	depositing, transfer or withdrawal of funds initiated by or on behalf of the Payer or by the Payee irrespective of the obligations of the Payer and the Payee on which the transaction is based.
<b>Penalty Interest</b>	late interest for non-payment of Commission Fees or other amounts due from the Client to VIALET equal to 0.08% per day from the amount not paid on time.
<b>Personal Data</b>	any information relating to an identified or identifiable natural person directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, etc.
<b>Price List</b>	published rates for VIALET's services and transactions available on the website. Prices may be subject to individual agreements.
<b>Privacy Policy</b>	VIALET's document describing the personal data processing, retention and protection matters.
<b>Profile</b>	the result of registration in the System, during which the data of the registered person is saved, a login name is created and the rights in the System are defined.
<b>Reference Interest Rate</b>	the interest rate which is used as the basis for calculating the amount of interest and which comes from a publicly available source which can be verified by both Parties (e.g. EURIBOR).
<b>Reference Exchange Rate</b>	a currency exchange rate determined, changed and announced by VIALET according to which the currency is exchanged.
<b>Representative</b>	person having the relevant rights assigned by statute, power of attorney or otherwise to represent the Client.
<b>Service</b>	any financial service rendered by VIALET to its Clients. The features of Services shall be specified in the General Conditions, Service Conditions, Contracts on Services and other applicable documents.
<b>Service Conditions</b>	means conditions of the provision of a particular Service published by VIALET and agreed upon by the Client.
<b>System</b>	a software solution provided by VIALET through the Website or VIALET App used for providing Services.
<b>Statement Top-up</b>	a summary of transactions effected in the Payment Account over a certain period of time. section in Client's Profile for adding money to Payment Account using a payment card or by other Payment Transaction.
<b>Sanctions</b>	any economic or financial sanctions, legislation, orders and/or regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices from regulators implemented, adapted, imposed, administered or enforced at any time by any Sanctions Authority.
<b>Sanctions Authority</b>	(i) the United Nations, (ii) the European Union; (iii) the United Kingdom, (iv) the United States, (v) Lithuania and any member state of the European Economic Area (EEA) and/or (vi) the respective government institutions of any of the foregoing, including, without limitation, HM Treasury, the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), the US Department of Commerce, the US Department of State and any other agency of the US government.

<b>User</b>	a representative of the business Client, to whom the business Client grants the right to access the Client's Profile and perform Payment Transactions and other actions.
<b>VIALET</b>	UAB "Via Payments", reg. No. 304531663, with registered office at Konstitucijos pr. 7, Vilnius, Lithuania, data is collected and stored in the Register of Legal Entities of the Republic of Lithuania, website: <a href="http://www.vialet.eu">www.vialet.eu</a> , e-mail: <a href="mailto:info@vialet.eu">info@vialet.eu</a> , licensed as an electronic money institution, license No. 16, issued on 10/10/2017 by the supervisory authority Bank of Lithuania ( <a href="http://www.lb.lt">www.lb.lt</a> ).
<b>VIALET App</b>	a mobile software (application) developed by VIALET and linked with the Client's Profile, installed and intended for use on a mobile device belonging solely to the Client.
<b>Website</b>	VIALET's website at the address: <a href="https://vialet.eu">https://vialet.eu</a> or <a href="https://hub.vialet.eu">https://hub.vialet.eu</a> .
<b>Withdrawal</b>	Payment Transaction, whereby the Client can receive cash by using the Payment Instrument accordingly.

### 3. CLIENT'S IDENTIFICATION AND REGISTRATION OF PROFILE

- 3.1. Only the Client who has completed the Client's Profile registration in the System and to whom a Payment Account has been assigned and who has simultaneously become acquainted with the General Conditions, Privacy Policy and Service Conditions (if any) and expressed its consent to comply with them, is entitled to use the Payment Account, payment services and other Services offered by VIALET.
- 3.2. Prior registering in the System and entering into the Account Agreement or any other Service Contract, the Client (natural person) or the Representative of the business Client must affirm their compliance and ongoing commitment to the following criteria throughout the duration of the Account Agreement or any other Service Contract:
  - 3.2.1. The individual must be at least 18 years old.;
  - 3.2.2. In accordance with a judgment that has taken effect, the individual should not have limited legal capacity due to disorders of mental nature.
  - 3.2.3. At the time of applying for the Client's Profile and upon entering into the Account Agreement or any other Service Contract, the individual must be fully legally capacitated and not under the influence of alcohol, drugs, psychoactive, toxic, or any other intoxicating substances.
  - 3.2.4. For legal entities, both the Client and its Beneficial Owner must be the ultimate beneficiaries of the funds held in the Payment Account. Additionally, the funds involved in Payment Transactions must originate legally and should not be acquired as a result of a criminal offense, either directly or indirectly, nor be associated with any criminal activity or attempted illicit activities.
- 3.3. The Client or Client's Representative must provide correct data when applying for VIALET services and, if there is a need for changing or adding data, the Client must submit correct and actual data only. The Client shall bear any losses that may occur due to submission of forged, invalid or misleading data and/or documents. The Client is entitled to register only one Profile.
- 3.4. For VIALET to start the provision of Service, the Client shall choose the appropriate Service which the Client is intended to receive and additionally to General Conditions shall confirm corresponding provisions of Contract on Services and/or Service Conditions (if any). The Client's and its Representatives identification procedure is performed according to the provisions of these General Conditions, Contract on Services or requirements established in the System.

- 3.5. Access to and use of the Client's Profile is possible when VIALET has appropriately identified the Client and its Representatives (if any) by means of identification indicated by VIALET. The Client shall be entitled to change certain data used for access to the Profile and Payment Account in compliance with the procedures foreseen in the System.
- 3.6. The Parties agree that the Client can confirm documents (e.g. General Conditions, Account Agreement, other Contracts on Service, consents, requests, questionnaires, personal identification documents etc.) if the Client is properly logged in to the System, i.e. VIALET may not additionally request an Authorization code, Passcode or other authorization means for the approval of the above documents in the System, if the Client has performed the Authorization when connecting to the System.
- 3.7. The Client, who registered in the System via Website, receives a confirmation on registration of Profile and opening of Payment Account via email address. If the Client has used VIALET App for registration of Profile, the Client will see the confirmation in Client's Profile.
- 3.8. VIALET is entitled to refuse registration of Profile in the System without providing a reason for refusal.
- 3.9. The registration may be refused and/or a Profile may be blocked, suspicious transactions may be invalidated and the relevant information may be transmitted to law enforcement institutions, if necessary.
- 3.10. VIALET carries out the identification of the Client by obtaining information and proof of identification on the Client, Beneficial Owners (where applicable) and the Representatives (where applicable):
  - 3.10.1. The following identification procedures shall be carried out in regards of natural persons:
    - 3.10.1.1. the Client must submit the information and documents requested by VIALET (name, surname, personal code, date of birth, phone number, address, e-mail, KYC information and other necessary information);
    - 3.10.1.2. an image of the Client's face and the identity document displayed by the Client are recorded.
  - 3.10.2. The following identification procedures shall be carried out in regards of legal persons:
    - 3.10.2.1. the Client must submit the information and documents requested by VIALET (company name, legal form, registration number, Representative's name, surname, representation rights, phone number, address, e-mail, KYC information and other necessary information);
    - 3.10.2.2. at the request of VIALET, an on-line meeting shall be arranged in order to verify such identification documents as registration certificate, articles of association, document certifying the right of signature, Representative's valid identity document, actual printout from the business register certifying the right of signature and good standing of the company, the power of attorney and/or other documents/information required.
- 3.11. The power of attorney, if any presented, and other legal documents shall be notarized and/or apostilled and/or legalized if required by Lithuanian law. The power of attorney submitted to VIALET shall be considered effective until revoked by the Client and by notifying VIALET in writing.
- 3.12. VIALET is firmly committed to meeting the obligations on combating money laundering, financing of terrorism, financial fraud and other legal obligations. VIALET maintains and follows a strict 'Know Your Customer (KYC)' policy and apply additional validation checks as may be applicable from time to time. Certain activities, Payment Transactions, monetary limits and volumes may only be allowed once the Client has passed the KYC checks by providing VIALET with the relevant information and documents. A client may request to change his transaction limit

within limit previously approved by VIALET, in this case the request should be sent to VIALET by email or through dedicated helpdesk. VIALET will also take steps to validate the information that the Client provided. This may include comparing the information and documents that the Client provides to use with that available from commercially available resources and service providers. Furthermore, VIALET may ask Client, from time to time, to update KYC information, confirm elements or all of the information or provide additional information. VIALET may also ask for documentary evidence to validate the information that the Client has provided.

- 3.13. In order to identify the Client adequately, VIALET may, at its sole discretion, at any time request the Client to submit documents or information confirming the Client's identity and unilaterally determine any additional requirements for the Client's and/or Beneficial Owner's (if applicable) identification, origin of funds and other relevant requirements. VIALET has the right to demand additional information and/or documents related to the Client or transactions executed by the Client and request the Client to fill in and periodically update the Client's KYC questionnaire.
- 3.14. Acting in the Clients' interests, VIALET may refuse accepting from natural persons the personal identification documents which, in the opinion of VIALET, can be easily forged or documents which do not contain sufficient details for identification of the person.
- 3.15. VIALET has the right to request copies of the documents certified by a notary and/or translated into English or other language acceptable to VIALET. All documents and information shall be prepared and provided at the expense of the Client. If the Client does not provide additional information and/or documents within a reasonable time set by VIALET, VIALET has the right to suspend the provision of all or a part of the Services to the Client.

#### **4. ESTABLISHING BUSINESS RELATIONSHIP AND ENTERING INTO ACCOUNT AGREEMENT**

- 4.1. In observance of the generally recognised principle of the freedom of contract, VIALET shall have the right to choose, at its sole discretion, the circle of natural persons and entities (Clients) with whom to enter into and keep a business relationship – offer Services, enter into the Account Agreements or other Contracts on Services, excluding the cases when applicable legal acts establish otherwise.
- 4.2. Prior to the conclusion or refusal to conclude an Account Agreement or other Contract on Services, VIALET carries out the relevant assessment of all available information and circumstances.
- 4.3. VIALET reserves the right not to offer any Services, enter into the Account Agreement or any other Contract on Services and/or suspend the Payment Transactions and/or the provision of other Services and/or terminate an existing agreement if the Client, its Representative, Beneficial Owner or any related person:
  - 4.3.1. has deliberately furnished VIALET with any false or insufficient information (incl. any documents) or conceals, fails, or refuses to furnish the information required by VIALET or submits documents the veracity or authenticity of which is doubtful, or the submitted documents and/or information are not in conformity with requirements established by legal acts and/or VIALET;
  - 4.3.2. has not furnished, upon VIALET's request, relevant and sufficient information (incl. any documents) necessary for due identification of the natural person or legal entity or for determination of representation rights, as well as if the submitted documents do not satisfy the requirements laid down by VIALET and/or legislation;
  - 4.3.3. has failed to discharge its obligations to VIALET or Group companies;
  - 4.3.4. has caused or may cause any direct/indirect loss or injury to the interests of VIALET or Group companies through any act or omission, direct or indirect;

- 4.3.5. has not furnished, upon VIALET's request, relevant and sufficient information (incl. any documents) about the origin of funds, beneficial owners, purpose of the transaction or circumstances, and suspicion exists about the natural person's or legal entity's potential involvement in organized crime and/or fraudulent activities and/or money laundering and/or terrorist financing and/or other illegal activities;
  - 4.3.6. is active in an area which has an inherent high risk of money laundering or terrorist financing or performs certain operations without being duly registered or licensed to do so;
  - 4.3.7. according to the information available to VIALET, has such a reputation that may have a direct or indirect impact on the Services or may cause unfavorable implications for VIALET or Group companies;
  - 4.3.8. fails to substantiate their professional, economic, social or personal links with the Republic of Lithuania, or do not carry out activities in the Republic of Lithuania;
  - 4.3.9. was prosecuted or convicted for offences or misdemeanors and/or according to the information available to VIALET, may be related or were related in the past with criminal organisations;
  - 4.3.10. is related or was related in the past with activities prohibited by international or national legal acts (e.g., trafficking in people, trafficking in human organs, exploitation of children, smuggling, illicit trade in weapons, ammunition or explosives, illegal trade in narcotic or psychotropic substances, prostitution, management of brothels, etc.);
  - 4.3.11. holds or has held significant positions in a country against which the Sanctions and/or restrictions are imposed and/or are persons who are subject to Sanctions for any reasons or who permanently reside in the country which is subject to Sanctions or have their registered office and/or the main business territory in such a country;
  - 4.3.12. has a registered address in a target territory within the meaning of the Law of the Republic of Lithuania on Corporate Income Tax;
  - 4.3.13. uses Payment Account for the illegal nature transit purposes;
  - 4.3.14. is person whose accounts are used by third parties without legal grounds, or, in opinion of VIALET, the funds held in or credited to such accounts do not belong to the Client.
- 4.4. Other facts not mentioned in clauses above may also be considered by VIALET as important reasons, if they allow assuming that the conclusion of the Contract on Service and/or provision of a Service and/or continuation of a business relationship would infringe the legal acts, legitimate interests of VIALET, its Clients or the public.
- 4.5. Upon Client's approval of the General Conditions and the Privacy Policy by ticking the appropriate boxes in VIALET App or on the Website, the Client shall be deemed to have entered into the Account Agreement with VIALET. The Payment Account is opened and the Account Agreement is entered into for an indefinite period of time. It is considered that the place of signing of the Account Agreement is Vilnius, Lithuania. The Client can find out the Payment Account number (IBAN) and always check it in the Client's Profile.
- 4.6. Polish Clients applying for credit limits on credit cards can only get a limited functionality Payment Account assigned to a credit limit service, as described in Section 18 of these General Conditions. In such case, the provisions of these General Conditions regarding the use of the Payment Account and the payment services shall apply to the extent that they do not conflict with the provisions set out in Section 18.
- 4.7. By entering into Account Agreement, the Client also accepts the Price List, which is available on Website.

## 5. PAYMENT ACCOUNT MAINTENANCE



- 5.1. Funds can be transferred to the Payment Account in different currencies, however the default currency of the Payment Account is EUR or PLN (if the Client indicates at the time of registration that Client's country of residence is Poland) into which VIALET converts all currencies not specified by the Client as the permitted currencies at the end of the day at the VIALET's exchange rate in force. Balances of principal currencies of the Payment Account and permitted currencies of the Payment Account are included in a Statement.
- 5.2. The Payment Account may be used to deposit, transfer, keep funds, as well as to receive money to the Payment Account, settle for goods and services, currency exchange and perform other VIALET's permitted transactions.
- 5.3. Money held on Payment Account is considered Electronic Money which VIALET issues after the Client transfers money to Payment Account. After the Client transfers money to its Payment Account, VIALET issues Electronic Money at the nominal value. The Electronic Money is credited to and held in the Payment Account.
- 5.4. The specific method of transferring funds to the Payment Account is selected by the Client in the Profile by selecting the Top-up function, which contains instructions for depositing money for each method of Payment Transaction.
- 5.5. The nominal value of Electronic Money coincides with the value of money transferred to the Payment Account.
- 5.6. Electronic Money held in the Payment Account is not a deposit and is not insured with the state deposit insurance. VIALET does not, in any circumstances, pay any interest for Electronic Money held in the Payment Account and does not provide any other benefits associated with the time period the Electronic Money is stored.
- 5.7. At the request of the Client, Electronic Money held in Payment Account shall be redeemed at their nominal value at any time, except for cases set forth in the Account Agreement when limitations are applied to the Payment Account.
- 5.8. The Client submits a request for redemption of Electronic Money by generating a Payment Order to transfer the Electronic Money from Payment Account to any other account specified by the Client (with a payment service provider to which VIALET can transfer money) or withdraw Electronic Money from Payment Account by other methods supported by VIALET. VIALET has the right to apply the limitations for redemption of Electronic Money.
- 5.9. No specific conditions for Electronic Money redemption that would differ from the standard conditions for transfers and other Payment Transactions performed on the Payment Account shall be applied. However, only freely accessible amount of Electronic Money in Payment Account can be redeemed/transferred.
- 5.10. In the event of redemption of Electronic Money, the Client pays the usual Commission Fee for a Payment Transaction or Withdrawal which depends on the method of Payment Transaction/Withdrawal chosen by the Client.

## **6. USAGE OF THE PAYMENT ACCOUNT. CONSENT**

- 6.1. The Client may manage the Payment Account and perform the Payment Transactions remotely:
  - 6.1.1. via the Website by logging into Client's Profile;
  - 6.1.2. via VIALET App (for natural persons only).
- 6.2. Payment Orders from the Payment Account may be executed:
  - 6.2.1. to another VIALET Client;
  - 6.2.2. to accounts held with the Single European Payment Area (SEPA) payment system members;
  - 6.2.3. to SWIFT accounts if the Client is eligible for such Service;

- 6.2.4. to accounts held with other payment service providers specified in the System.
- 6.3. A Payment Transaction shall be deemed to be authorized if the Payer provides a Consent.
- 6.4. The Consent of the Client (Payer) shall be submitted prior to execution of the Payment Order in accordance with the procedure established by VIALET, except as provided in clause 6.12 of the General Conditions. Pursuant to the provisions of the Account Agreement or other Contract on Services in some cases the Consent may be given after execution of relevant payment service.
- 6.5. To initiate a payment via Website, the Client shall fill a Payment Order via its Profile and submit it for execution, electronically confirming by the Authorization code.
- 6.6. To initiate a payment by using the VIALET App, the Client shall fill a Payment Order via its Profile and submit it for execution, electronically confirming by the Passcode.
- 6.7. Submission and electronic confirmation of the Payment Order in the System is a Consent of the Client to execute the Payment Transaction.
- 6.8. If such service is supported by VIALET, a written Consent on paper may be signed by the Client or a legal Representative thereof.
- 6.9. The Consent to execute the Payment Transaction may be given through the payment initiation service provider in accordance with the procedure set out by legal acts. In addition to the requirements established by legal acts, the submission, cancellation and withdrawal of Payment Orders submitted through the payment initiation service provider may be subject to the requirements set out in the Service Conditions.
- 6.10. When settlement is made using a payment card, in certain cases the Client (Payer) may also confirm the Consent by submitting the payment card's particulars (e.g., forename and surname / name, payment card number, validity period, CVV/CVC code (digits on the back side of the payment card)) or certain actions performed by the Client according to the established sequential order (e.g., placing a payment card into a certain place, ordering a particular service or good), as offered at the places of payment or by giving the Consent in other manner specified in the conditions of provision of a particular payment service.
- 6.11. The Consent which is confirmed using the means provided above shall be considered as duly confirmed by the Client (Payer) and shall be of equal legal value with a hard copy signed by such Client and shall be used as a means of proof when hearing the disputes between VIALET and the Client before the courts and other institutions.
- 6.12. To top-up the Payment Account using a payment card, Client must provide payment card details in VIALET App, and make sure that the data is correct before submitting it. This data provided by the Client is saved in VIALET App and to perform a recurring Top-up from the payment card, the Client is not required to resubmit this information and the Consent given during the first Top-up shall also be deemed to have been given for recurring Top-ups. By using the Top-up service, the Client declares that the Client agrees to such functionality, i.e. that the recurring Top-ups with a payment card(s) shall be deemed to be authorized on the basis of the payment card details provided during the first Top-up. The Client confirms that this provision is clear and understandable and the Client declares to VIALET that the Client has not and will not have any claims and/or complaints in the future regarding the application of this provision of the General Conditions.
- 6.13. A Payment Order cannot be recalled after VIALET receives it unless the Parties specifically agreed otherwise.
- 6.14. The Payment Order submitted by the Client shall comply with requirements and/or content set by the legislation or VIALET. Payment Orders submitted by the Client shall be formulated clearly, unambiguously, shall be executable and contain a clearly stated will of the Client. VIALET assumes no liability for any incorrect Payment Orders submitted by the Client/Payer. If the Payment Order submitted by the Client does not contain enough data or

contains deficiencies, VIALET, regardless of the nature of deficiencies in the Payment Order, can refuse to execute such Payment Order, or execute it in accordance with data given in the Payment Order.

- 6.15. The Client is obliged to provide a Payment Order in accordance with the instructions specified in the System. In case the Client is the Payee, the Client is obliged to provide detailed and precise information to the Payer so that the Payment Order in all cases complies with the instructions of the System. Before sending a Payment Order for the execution, the Client is required to check and update the Payment Order details.
- 6.16. In addition to the obligation to indicate the account number (IBAN), VIALET shall have the right to set additional requirements in respect of provision of certain information (e.g. transfer amount, currency, Payee's name, legal name, address, payment codes (such as S.W.I.F.T., BLZ, ABA, Sort Code), as well as other necessary information) that the Payer must provide for VIALET to be able to execute the Payment Order. Requirements on information are given in the Payment Order form, these General Conditions, Contract on Services, Service Conditions, Price List, VIALET App or Website or by providing the Client with a separate notice concerning submission of the required information.
- 6.17. In case when it is still impossible to execute the Payment Order according to the indicated or corrected data, the funds are stored in VIALET system until the Payer, Payee or their payment service provider will provide additional data allowing the Payment Transaction. Such funds may also be returned to the Payer under a written request of the Payer or by decision of VIALET. In this case the Commission Fee for returning of the funds may be applied.
- 6.18. In case of transfers to payment service providers not in SEPA countries and if VIALET is indicated as a Payer, together with the Payment Order, the Payee is also provided with information, which, depending on technical capabilities, can be provided by one or more of the following methods:
- 6.18.1. detailed information about the Payer (Client) is given in the field of the primary Payer provided it is supported by the relevant payment system;
- 6.18.2. detailed information about the Payer (Client) is given in the field of payment purpose;
- 6.18.3. along with the payment the Payee is given a link to a Website where the detailed information about the payment and the Payer is provided.
- 6.19. Mandatory payment orders received from competent authorities (such as law enforcement bodies, bailiffs, State Tax Inspectorate, etc.) have precedence over other Payment Orders. Having received an instruction from competent authorities to seize the funds in the account or otherwise restrict the disposal thereof, VIALET has the right, for the purpose of securing future Payment Orders, to start maintaining Clients account in the euro, if until then this has not been the currency in which the Payment Account was managed.
- 6.20. In case the Payment Account's balance is insufficient to execute the Payment Order (including cases where the credit limit is fully disbursed or the credit limit is not granted to the account), the Payment Order is not executed, however, the System will attempt executing the Payment Order, should the Client choose such option. If the Payment Account's balance is insufficient in one currency, but there is a sufficient balance in another currency, the Payment Transaction shall not be executed until the Client converts the other currency to the currency of the payment, except for cases, when the Client has ordered an automatic currency exchange feature.
- 6.21. In case when the Payment Account's balance becomes negative as a result of Payment Transaction initiated by the Client or related Commission Fees or Penalty Interest applied by VIALET, the Client is obliged to reimburse the outstanding balance by topping up his Payment Account immediately.

- 6.22. If the Payer submits an incorrect Payment Order or indicates incorrect data for the Payment Transaction, but the Payment Order has not yet been executed by VIALET, the Payer may request to correct the Payment Order. In this case the Commission Fee indicated in the Price List for the correction of the Payment Order may be applied.
- 6.23. The Client, having noticed that money has been credited to its Payment Account by mistake or in other ways that have no legal basis, is obliged to notify VIALET thereof. The Client has no right to dispose of money that does not belong to Client (in such cases VIALET has the right and the Client gives an irrevocable consent to deduct the money from its Payment Account without the separate Client's Authorization).
- 6.24. If other payment service provider applies fees for transferring money from the Payment Account to the Client's account with payment service provider, as well as for transferring money from Client's account with payment service provider to the Payment Account, the actual expenses shall be covered by the Client.
- 6.25. Commission Fees for VIALET Services are deducted from the Payment Account before execution of Payment Transaction or rendering any Service by VIALET. In case the amount of money on the Payment Account is less than Commission Fee, the Payment Transaction may be not executed.
- 6.26. VIALET shall have no liability for non-execution of orders given to VIALET if the Payment Accounts lack the required amount of funds.
- 6.27. The Client and VIALET has the right to set up or change limits on Payment Transactions. The Client may apply for it by completing an additional confirmation in Client's Profile in accordance with the procedure established by VIALET.
- 6.28. Client's and User's relations (item 6.28 applies to business Clients):
- 6.28.1. The Client may specify in the Client's Profile an unlimited number of Users who will manage the Client's Payment Account and perform other transactions.
- 6.28.2. The Client shall specify in the Client's Profile what rights to perform the Payment Transactions are granted, what limits are set for the User and which Payments Accounts the User will be able to manage (including the disposal of the funds contained therein). The Client is responsible for ensuring that the Users registered in the Client's Profile have the appropriate authorizations (e.g. power of attorney) and have the right to act on behalf of the Client.
- 6.28.3. A change in the relationship between the Client and the User (e.g. termination of employment agreement, etc.) does not automatically affect the validity of the Account Agreement, i.e. until the Client revokes the User's rights in the Client's Profile, the User may continue to perform Payment Transactions on behalf of the Client.
- 6.28.4. The General Conditions are binding on both the Client and its Users. The Client must acquaint the Users with the General Conditions. If the User violates the General Conditions, the Client will be deemed to have violated the General Conditions. The Client may not rely on the fact that the General Conditions have been violated by the User and not by the Client, or that the User has not been acquainted with the General Conditions.
- 6.28.5. In addition to Payment Transactions performed on behalf of the Client, the Users may also view information on acquiring, financing and other agreements concluded on behalf of the Client and the services provided to the Client, displayed in the Client's Profile.

- 6.29. The Client may check the Payment Account balance and history by logging in to the Profile and requesting to provide a Statement. There is also information about all applied Commission Fees deducted from the Payment Account during a selected period of time.
- 6.30. The Client shall ensure that all funds entering the Payment Account are of legal origin and if the Client is not informed of the origin of funds that have entered Payment Account or if any doubt arises to the Client about the legality thereof, the Client shall promptly notify VIALET thereof.
- 6.31. The Client is prohibited from using the Payment Account or other Services for conducting any unlawful activities, including for money laundering or terrorist financing related operations, as well as for any activities aimed at circumventing the Sanctions.

## **7. EXECUTION OF THE PAYMENT ORDERS**

- 7.1. Provided the Client is the Payer, the Payment Order is considered received by VIALET (calculation of the time period of execution of such Payment Order starts) on the day of its receipt, or, if the moment of receipt of the Payment Order is not a Business Day, the Payment Order is considered received on the next Business Day of VIALET.
- 7.2. If the Payment Order is received by VIALET on a Business Day but not on business hours set by VIALET, it is considered received on the next Business Day.
- 7.3. By agreement between the Client (Payer) and VIALET, the execution of the Payment Order may commence on any specific day or at the end of a certain period or on the day when the Customer provides funds to VIALET. In the cases established in this clause the Payment Order shall be deemed received at VIALET on such agreed date. If the agreed date is non-Business Day, the Payment Order shall be deemed received on the following Business Day.
- 7.4. VIALET shall ensure that from the moment of receipt of a Payment Order at VIALET, the Payment Transaction funds are credited to the account of the Payee's payment service provider within the following terms, unless other terms are indicated in the Price List or other VIALET's document:
- 7.4.1. Where Payment Order is executed in EUR and Payee's service provider registered in the Republic of Lithuania or Member State- on the same Business Day, provided that the Payment Order is received on Business Day by 12 p.m. Where the Payment Order is received on Business Day after 12 p.m.- not later than on the following Business Day. The terms specified in this clause may be prolonged by 1 (one) Business Day if with the consent of VIALET the Payment Transaction is initiated on the basis of a paper document (if such service is supported by VIALET);
- 7.4.2. If Payment Transaction is executed within the Republic of Lithuania or funds are transferred to other Member State in the currency other than EUR and the Client is the Payer, VIALET shall undertake to ensure that the Payment Transaction amount is credited to the account of the Payee's payment service provider not later than within 4 (four) Business Days from the moment of receipt of a Payment Order at VIALET;
- 7.4.3. If Payment Transaction is executed in the currency of Foreign country or in the currency of the Member State and payment is made to Foreign country, and if the Client is the Payer, VIALET does not set a time limit for the crediting of the account of the Payee's payment service provider;
- 7.4.4. If the Client is the Payee VIALET shall ensure the possibility for the Client to use the Payment Transaction amount in the Payment Account immediately after such amount is credited to the VIALET's account and after VIALET has received the entire relevant information required for this purpose. In those cases when the Client is the Payee and VIALET has provided the possibility for the Client to use the Payment Transaction funds in advance, although the funds have not been credited to VIALET's account yet, VIALET shall be

entitled to debit the credited funds if the funds were not credited to VIALET's account on the following Business Day. In case the funds in the Client's account are not sufficient to debit the credited amount, the Client shall, immediately after the VIALET's first request, repay the credited amount;

- 7.4.5. If the Client is the Payee, VIALET shall undertake to ensure that the Payment Order initiated by the Client or through the Client is transferred to the payer's payment service provider within the term agreed by the Client and VIALET;
- 7.4.6. When cash is deposited to the Payment Account in the currency of the Payment Account, VIALET shall guarantee access to such funds no later than on the next Business Day after receipt of the funds and if the Client is a Consumer – as soon as the funds are received. When cash is deposited to the Payment Account not in the currency of the Payment Account, VIALET may establish a longer time limit after expiration which the Client may dispose such cash deposited to the Payment Account;
- 7.4.7. The duration of execution of any other payment services shall be defined under Contract on Services, Service Conditions, the Price List or other documents.
- 7.5. When executing Payment Transactions in the currencies of Foreign countries or in the currencies of the Member States to Foreign countries, VIALET shall not be liable for mistakes made by the mediator and/or the Payee's payment services provider, and/or for overdue terms for executing a Payment Order, and/or for nonexecution/improper execution of a Payment Order through the fault of the mediator and/or the Payee's payment services provider.
- 7.6. The time limits for execution of Payment Orders can be changed due to regular monitoring of the business relations performed by VIALET or by our correspondent banks as required in the Law on the Prevention of Money Laundering and Terrorist Financing and / or the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania.
- 7.7. VIALET reserves the right to store information about any Payment Order submitted, as well as recording and storing information about any Payment Transactions executed. Records mentioned in this clause shall serve as an evidence confirming the submission of Payment Orders and/or executed Payment Transactions for the Client and/or third parties, who have the right to receive such data under the basis established by the legislation.
- 7.8. VIALET has the right but not an obligation to refrain from execution of a Payment Order in case of a reasonable doubt whether the Payment Order has been submitted by the Client or its Representative, and/or whether the Payment Order or the submitted documents are legitimate. In such cases, VIALET has the right to demand that the Client additionally confirms the submitted Payment Order and/ or submits documents confirming the rights of persons to manage the funds held in the Payment Account or other documents indicated by VIALET in a way acceptable to VIALET at the expense of the Client. In cases mentioned in this clause, VIALET acts with the aim to protect legal interests of the Client, VIALET and/or other persons, thus VIALET does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment Order.
- 7.9. Before executing the Payment Order submitted by the Client, VIALET has the right to request from the Client a proof (including documentary evidence) of documents which prove the legal source of funds or purpose related to the Payment Order. In case the Client does not submit such documents or VIALET has doubts in its veracity, VIALET has the right to refuse to execute the Payment Order.
- 7.10. VIALET has the right to involve third parties to partially or fully execute the Payment Order, if the Client's interests and/or the essence of the Payment Order require so. In the event that the essence of the Payment Order of the Client requires sending and executing the Payment Order further by another financial institution, but this institution suspends the Payment Order, VIALET is not responsible for such actions of the financial institution but makes attempts to find out the reasons for the suspension of the Payment Order.
- 7.11. If money transferred by the Payment Order is returned due to reasons beyond the control of VIALET (inaccurate data of the Payment Order, the account of the Payee is closed, etc.), the returned amount is credited to the Payment

Account. Commission Fees paid by the Payer for the Payment Order execution are not returned, and other fees related to returning of money and applied to VIALET can be deducted from the Payment Account.

- 7.12. Payment Orders initiated by Client via Website may be standard and urgent. The manner of the Payment is selected by the Client. If the Client does not select the payment manner, it is considered that the Client has initiated a standard Payment Order.

## **8. INFORMATION PROVIDED TO THE CLIENT ON PAYMENT TRANSACTIONS**

- 8.1. Before starting the execution of the Payment Transaction initiated by the Client (Payer), at the request of such Client VIALET must provide to the Client the information about the maximum time of execution of such Payment Transaction, the Commission Fee due and the manner in which the amount of the Commission Fee is unbundled. The Client may get familiarised with the aforementioned information on the Website.
- 8.2. VIALET shall provide in the Statement to the Client (Payer) the following information related to payment services provided by VIALET and about the amounts of Payment Transactions debited from the Payment Account:
- 8.2.1. the information enabling the Client (Payer) to identify each Payment Transaction and the Payee related information;
- 8.2.2. the Payment Transaction amount in the currency in which such amount is debited from the Payment Account, or in the currency specified in the Payment Order;
- 8.2.3. the amount of the Commission Fee for the Payment Transaction (where more than one Commission Fee applies to the same Payment Transaction, all the fees will be shown separately), or interest paid by the Client (Payer) for such Payment Transaction;
- 8.2.4. the currency exchange rate applied by VIALET and the Payment Transaction amount after exchange of currency, if the execution of the Payment Transaction involved the exchange of currency;
- 8.2.5. the date of debiting the Payment Account.
- 8.3. VIALET shall provide in the Statement to the Client (Payee) the following information about the amounts of Payment Transactions credited to the Payment Account:
- 8.3.1. the information enabling the Customer (Payee) to identify the Payment Transaction and the Payer as well as the details of the Payment Order transmitted alongside the Payment Transaction;
- 8.3.2. the Payment Transaction amount in the currency in which the amount is credited to the Payment Account;
- 8.3.3. the amount of the Commission Fee for the Payment Transaction (where more than one Commission Fee applies to the same Payment Transaction, all the fees will be shown separately), or interest paid by the Client (Payee) for such Payment Transaction;
- 8.3.4. the currency exchange rate applied by VIALET and the Payment Transaction amount prior to currency exchange, if the execution of the Payment Transaction involved the exchange of currency;
- 8.3.5. Payment Account crediting date.
- 8.4. The Client may obtain the Statement by reviewing and/or saving and/or printing it after logging into Client's Profile in VIALET App or Website.
- 8.5. Where the Client, who is a Consumer, requests to terminate the Account Agreement, VIALET shall issue to such Client free of charge in writing or using any other durable medium selected by VIALET the Statement containing information on Payment Transactions executed in such Payment Account within the last 36 (thirty-six) months, and where less than 36 (thirty-six) months have elapsed after the day of conclusion of the Account Agreement, during all such period. The Statement shall be issued in the following manner: the Client must himself/herself/itself save

and/or print the Statement before the termination of the Account Agreement, and this shall be considered to be the appropriate manner of issue of the Statement.

## **9. SECURITY AND CORRECTIVE MEASURES**

### **9.1. Obligations of the Client related with Payment Instruments and Authorization means**

9.1.1. The Client authorised to use a Payment Instrument must:

9.1.1.1. use the Payment Instrument in observance of conditions regulating the issuance and use of the Payment Instrument as specified in the General Conditions and/or Contract on Services and/or Service Conditions;

9.1.1.2. having found out that the Payment Instrument has been stolen or lost in any other matter, suspecting or obtaining information about illegal acquisition of the Payment Instrument or unauthorised use thereof as well as about the facts or suspicions that personalised security data of the Payment Instrument (including the means of identification) have become known or might be used by third parties, via email, phone call or using communications options in Profile promptly notify VIALET or any other entity specified thereby in observance of conditions regulating the issuance and use of the Payment Instrument.

9.1.2. Having received the Payment Instrument, the Client, must promptly take all actions (including those specified in General Conditions, Contract on Services and Service Conditions) to safeguard the personalised security data of the received Payment Instrument.

9.1.3. The Client undertakes to protect and not to disclose any Passwords, Authorization code or Passcode created by Client or provided to Client under the Contract on Service or other personalized security means to third parties and not to allow other persons to use Services under the name of the Client. If the Client has not complied with this obligation and/or could, but have not prevented it and/or performed such actions on purpose or due to its own negligence, the Client fully assumes the losses and undertakes to reimburse the losses of other persons incurred due to the indicated actions of the Client or its failure to act.

9.1.4. In the event of loss of Password, Authorization code or Passcode by the Client or disclosure of them, or in case a real threat has occurred or may occur to the Payment Account, the Client undertakes to change the Passwords and Passcode immediately or, if the Client does not have a possibility to do that, notify VIALET thereof immediately (not later than within one Business Day) via email, phone call or using communications options in Profile. VIALET shall not be liable for consequences that have occurred due to the notification failure.

9.1.5. After VIALET receives the notification from the Client as indicated above VIALET shall immediately suspend access to the Payment Account, block the Payment Instrument and provision of VIALET Services until a new Password/Passcode/ Authorization code is provided/created for the Client.

9.1.6. VIALET draws the attention of the Client to the fact that the email linked to the Client's Profile and also other instruments (e.g. mobile device, mobile phone number), which are linked at the Client's choice to its Profile, are used as instruments for communication or identification of the Client, therefore these means and logins to them shall be strictly protected by the Client. The Client is completely responsible for safety of its email passwords and all the other means it uses, such as Password, Passcode, payment card CSV and other private credentials. The mentioned data is a secret information and the Client is responsible for its disclosure and for all operations performed after this data is used by the Client for a relevant Payment Account or another Payment Instrument is entered. VIALET recommends memorizing passwords and not to write them down or enter in any instruments where they may be seen by other persons.



9.1.7. VIALET points out that the VIALET App is directly linked to a specific phone number. This means that if the Client loses the phone number used during onboarding, the Client will lose the opportunity to access the Payment Account through VIALET App.

## 9.2. **Blocking of the Account and Payments Instruments**

9.2.1. VIALET reserves the right to suspend Payment Transactions, to block the Payment Account and/or the Payment Instrument or suspend any other Service at any time:

9.2.1.1. for objectively justified reasons relating to the security of funds available in the Payment Account and/or security of the Payment Instrument, suspected unauthorised or fraudulent use of funds available in the Payment Account and/or the Payment Instrument, or to the increased risk that the Client might be unable to fulfil his payment obligation to VIALET (including the cases when the Payment Instrument being used allows using the credit granted by VIALET);

9.2.1.2. where the VIALET finds out that the Payment Instrument has been stolen or lost in any other manner, suspects or obtains information about illegal acquisition of the Payment Instrument or unauthorised use thereof as well as about the facts or suspicions that personalised security data of the Payment Instrument (including means of Authorization) have become known or might be used by third parties, or where VIALET has reasonable suspicions that funds available in the Payment Account and/or the Payment Instrument might be illegally used by third parties or that the Payment Account and/or the Payment Instrument might be or has been used for illegal activities;

9.2.1.3. if the Client is in breach of the General Conditions and/or Account Agreement and/or other Contract on Service;

9.2.1.4. in the cases provided for by clause 4.3 of the General Conditions, Service Conditions, Contract on Service or legal acts.

9.2.2. In the cases provided above, VIALET shall notify the Client in the manner specified in the General Conditions or Contract on Service or in any other manner acceptable to VIALET (e.g., by phone, e-mail, VIALET App) about the blocking of the Payment Account and/or Payment Instrument and about the reasons for such blocking, doing its best to notify the Client before the blocking and no later than immediately after the blocking, except in the cases when the provision of such information would impair the safeguards or is prohibited by legal acts.

9.2.3. Access to Payment Account shall be disabled on the Client's initiative if the Client gives a relevant instruction to VIALET in writing or in other manner agreed between the Parties in Contract on Services.

9.2.4. VIALET shall cancel the blocking of the Payment Account and/or the Payment Instrument when the reasons for the blocking cease to exist or when the blocking has been initiated by the Client -if VIALET receives the respective written request of the Client (unless General Conditions or Contract on Service establish otherwise). VIALET shall have the right to replace the blocked Payment Instrument by a new one.

9.2.5. VIALET shall not be held liable for the Client's losses incurred as a result of blocking of the Payment Account and/or the Payment Instrument or suspending the Service, where such blocking or suspending has been performed in observance of the procedure established in the General Conditions, Service Conditions, Contract on Service or legal acts and according to the terms specified in the aforementioned documents.

9.2.6. VIALET may deny an account information service provider or a payment initiation service provider access to a Payment Account for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to the Payment Account by that account information service provider or that payment initiation service provider, including the unauthorised or fraudulent initiation of a Payment Transaction. In

such cases VIALET shall inform the Client that access to the Payment Account is denied and the reasons therefore. VIALET shall allow access to the Payment Account once the reasons referred to in this for denying the access of the account information service provider and/or of the payment initiation service provider to the Payment Account no longer exists.

### 9.3. Notifications of the Client regarding unauthorised or incorrectly executed Payment Transactions

- 9.3.1. The Client shall have a duty to see and check the Statements at least once a month. A failure to inspect the Payment Account balance shall not release the Client from performance of its duties.
- 9.3.2. The Client must notify VIALET in writing of unauthorised or incorrectly executed Payment Transactions as well as of any other mistakes, inconsistencies or irregularities in the Statement. The Notification must be submitted immediately (within 5 (five) Business Days of finding out about the circumstances mentioned in this clause) and in any case no later than within 60 (sixty) calendar days of the day on which VIALET, in the opinion of the Client, executed an unauthorised Payment Transaction or incorrectly executed a Payment Transaction.
- 9.3.3. The Client, who is a Consumer or a natural person engaged in economic-commercial or professional activities, must promptly notify VIALET in writing of unauthorised or incorrectly executed Payment Transactions (within the time limit established in clause 9.3.2) and in any case no later than within 13 (thirteen) months of the day of debiting the funds from the Payment Account. These time limits shall not apply in those cases when VIALET has not notified the Client of such unauthorised or incorrectly executed Payment Transaction or has failed to provide conditions for the familiarisation with it in observance of the procedure established in the General Conditions or Contract on Service. The Client, who is not a Consumer or a natural person engaged in economic-commercial or professional activities, must notify VIALET in writing of unauthorised or incorrectly executed Payment Transactions within the time limit established in clause 9.3.2.
- 9.3.4. Where the Client fails to notify VIALET of unauthorised or incorrectly executed Payment Transactions within the time limit established above, it shall be considered that the Client has unconditionally confirmed Payment Transactions executed in the Payment Account.

### 9.4. Liability of the Client for unauthorised use of the Payment Instrument and liability of VIALET for unauthorised Payment Transactions

- 9.4.1. If the Client denies authorizing the Payment Transaction which has been authorized or states that the Payment Transaction has been executed improperly, VIALET is obliged to prove that the authenticity of the Payment Transaction has been confirmed, it has been registered properly and recorded into accounts, and it has not been affected by any technical or any other glitches.
- 9.4.2. Where the Client, who is not a Consumer, denies that it has authorised the executed Payment Transaction, the use of the Payment Instrument registered by VIALET shall constitute sufficient proof that the Client has authorised the Payment Transaction or acted fraudulently or with intent, or by gross negligence has failed to fulfil one or more obligations established under clauses 9.1.1 – 9.1.2 of the General Conditions.
- 9.4.3. Where the Client, who is a Consumer, denies that he/she has authorised the executed Payment Transaction, the Payment Instrument's use registered by VIALET shall not necessarily be sufficient proof that the Client has authorised the Payment Transaction or has acted unfairly or deliberately, or has failed to fulfil one or several duties specified in clauses 9.1.1–9.1.2 of the General Conditions.
- 9.4.4. Upon receipt of a respective notification of the Client (Payer) within the time limits specified General Conditions or having established that the Payment Transaction has not been authorised by the Client, VIALET shall, without undue delay, but no later than by the end of the next Business Day, return to the Client

the amount of such unauthorised Payment Transaction and restore the balance of the Payment Account from which the amount was debited which would have existed if such unauthorised Payment Transaction would not have been executed, unless VIALET has reasonable grounds to suspect fraud. VIALET shall also ensure that the Payer does not incur losses because of interest payable to or receivable from VIALET.

9.4.5. The Customer (Payer), who is a Consumer, shall bear the losses relating to unauthorised Payment Transactions up to EUR 50 (fifty euro), where such losses are incurred as a result of:

9.4.5.1. the use of a lost or stolen Payment Instrument;

9.4.5.2. the misappropriation of the Payment Instrument.

If the Client is not a Consumer and/or the Payment Transaction is executed in the currency of a Member State to/from a Foreign Country or in the currency of a Foreign Country, the Client bears all losses.

9.4.6. The Client (Payer) shall bear all losses relating to unauthorised Payment Transactions, if such losses were incurred because of Client's failure to fulfil one or several duties specified in clauses 9.1.1– 9.1.2 of the General Conditions due to fraudulent or deliberate acts or gross negligence.

9.4.7. Where VIALET does not create conditions for notifying, at any time, of the lost, stolen or misappropriated Payment Instrument, VIALET shall bear the losses resulting from unauthorised use of the Payment Instrument, unless the Client has acted unfairly.

9.4.8. Where the Payer lodges a claim with VIALET concerning the Payment Transaction not authorised by Payer and executed by VIALET, the Payee of the funds of which is the Client, such Client (Payee), as the recipient of the funds of the aforementioned Payment Transaction without valid grounds, must immediately repay to VIALET the amount of the aforementioned Payment Transaction transferred to Payee's Account and agrees with debiting of the funds of such Payment Transaction by VIALET from Payee's Payment Account.

9.4.9. Where the Client (Payer) lodges a claim with VIALET concerning the Payment Transaction not authorised by Client and executed by VIALET, and VIALET repays to the Client the funds of such Payment Transaction, but later it is established that the Payment Transaction was authorised properly or there are other grounds set out by legal acts for rejecting the Client's claim (e.g., fraud), such Client, as the recipient of the funds without valid grounds must immediately repay such funds to VIALET and agrees with debiting of the funds of such Payment Transaction by VIALET from Client's Payment Account.

## 9.5. Liability of VIALET for the proper execution of Payment Transactions

9.5.1. VIALET shall credit the funds to and debit them from the Payment Account according to the unique identifier specified in the Payment Order, i.e. account number (IBAN). If the Payment Order is executed in accordance with account number stated in the Payment Order, it must be deemed to have been duly executed.

9.5.2. VIALET shall have the right to transfer funds to the Payee or credit Payee's Payment Account based solely on the Payee's account number specified in the Payment Order even if the Payee's name (incl. first name and surname) in the Payment Order does not match the indicated account number. VIALET shall have the right but not an obligation to check whether the Payee's account number given in the Payment Order matches the Payee's name specified in the Payment Order. If VIALET performs the above referred check (e.g., for the purposes of prevention of money laundering and/or terrorist financing risk and/or fraud etc.) VIALET reserves the right not to execute a Payment Order if it has well-grounded doubts as to correspondence between the name of the Payee and the Payee's account number contained in the Payment Order.

- 9.5.3. Where the account number specified by the Payer is incorrect, VIALET shall not be held liable for non-execution or incorrect execution of the Payment Transaction, but must take all possible measures to trace such Payment Transaction and seek the recovery of all funds of such Payment Transaction. VIALET shall have the right to transmit to the payment service provider of the Payer all information necessary to trace the Payment Transaction and to recover the funds, and where the recovery of the funds is impossible, VIALET shall provide to the Payer, upon submission of the latter's request in writing or using other durable medium, the available information which, in the opinion of VIALET, is necessary for the Payer for invoking legal measures to recover the funds.
- 9.5.4. Where the Payment Order is initiated directly by the Payer, the Payer's payment service provider shall be held liable to the Payer for the correct execution of the Payment Transaction. Where the Payer's payment service provider knows and can confirm to the Payer and to the Payee's payment service provider that the Payee's payment services provider received the amount of the Payment Transaction, the Payee's payment service provider shall be responsible to the Payee for the correct execution of the Payment Transaction and must ensure that the Payer does not incur any losses because of interest payable or receivable from Payer.
- 9.5.5. Where VIALET as the payment service provider of the Client (Payer) becomes liable under clause 9.5.4 of the General Conditions, VIALET shall immediately refund to the Client (Payer) the amount of the non-executed or incorrectly executed Payment Transaction or shall restore the balance of the Payment Account from which such amount was debited, which would have remained if such incorrect Payment Transaction would not have been executed.
- 9.5.6. Where VIALET as the payment service provider of the Client (Payee) becomes liable under clause 9.5.4 of the General Conditions, VIALET shall immediately credit the Payment Transaction amount to the Payment Account of the Client (Payee) and/or shall make such amount available to the Client (Payee). Where VIALET receives the Payment Transaction amount intended to the Client (Payee) and cannot credit that amount to the Payment Account of the Client (Payee), VIALET shall immediately, no later than within 2 (two) Business Days, return the Payment Transaction amount to the Payer.
- 9.5.7. Where, upon initiation of a Payment Order by the Client, the Payment Transaction is not executed or is executed incorrectly, VIALET, at the request of such Client, must immediately and free of charge take measures to trace the Payment Transaction and notify the Client of the results of its search.
- 9.5.8. VIALET shall indemnify to the Client the full Commission Fee and interest due from the Client because of the non-execution or incorrect execution of the Payment Transaction through VIALET's fault and shall ensure that the Client does not incur losses because of interest receivable from VIALET.
- 9.5.9. Provisions of clauses 9.5.4-9.5.8 of the General Conditions shall apply when the Client is a Consumer and the Payment Transaction is executed to or from a Member State. Otherwise, i.e. when the Client is not a Consumer and/or a respective Payment Transaction is executed in any currency to or from a Foreign Country, VIALET shall be held liable for the incorrect execution of the Payment Transaction only when the Payment Transaction is incorrectly executed through the fault of VIALET and shall not be held liable for mistakes made by third parties.
- 9.5.10. In the event that VIALET makes an unjustified decision regarding the debiting of funds from a payer's account, leading to losses for the PSU (payee), VIALET shall be liable for compensating the PSU (payee) for such losses.
- 9.5.11. VIALET shall not be held liable for additional costs or indirect losses (lost income, profit, etc.) incurred by the Client and related with non-executed or incorrectly executed Payment Transaction. VIALET shall be held liable only for the direct losses of the Client arising through the fault of VIALET.
- 9.5.12. VIALET shall not be held liable for mutual claims of the Payee and the Payer and shall not settle such claims. The Client may lodge to VIALET only such claims which are related to the non-fulfilment or inadequate fulfilment of the VIALET's obligations.

- 9.5.13. In the event of a disputed payment transaction, VIALET adheres to the regulations set forth by the Bank of Lithuania and promptly investigates the matter.
- 9.5.14. VIALET may be exempted from the obligation to reimburse the amount of the disputed payment transaction only if there are reasons to suspect fraud on the part of the payer and if VIALET notifies the Bank of Lithuania of these reasons and submits supporting data within the specified time limits.
- 9.5.15. If VIALET has reasonable grounds to suspect the payer's intention (dishonesty) and informs the Bank of Lithuania accordingly, it shall have the right to refuse immediate reimbursement of the disputed payment transaction amount to the payer. VIALET shall inform the payer in writing of the reasons for such a decision, along with supporting evidence, and specify the procedure for handling appeals and/or disputes.

**9.6. Conditions of refunding to the Payer of amounts of Payment Transactions initiated by or through the Payee**

- 9.6.1. The Client (Payer) shall have the right to recover the full amount of the authorised and already executed Payment Transaction initiated by or through the Payee (hereinafter these Payment Transactions referred to in this paragraph – Transactions) and the Payer shall not incur losses because of interest payable to or receivable from VIALET, provided that both of the following conditions are met:
  - 9.6.1.1. when authorising a Transaction its precise amount is not specified;
  - 9.6.1.2. the Transaction amount exceeds the amount which could have been reasonably expected by the Client (Payer) considering his previous expenditure, terms and conditions of the Contract on Services and other circumstances, except for the circumstances relating to the exchange of currency, when upon executing a Transaction the currency exchange agreed between the Client and VIALET (e.g., the Reference Exchange Rate) was applied. If, upon giving the consent to execute the Transaction, the Client indicates the maximum permissible amount of such Transactions (one Transaction or several such Transactions executed over a certain period), it shall be considered that such particular maximum amount of the Transactions could have been reasonably expected by the Client;
  - 9.6.1.3. at the request of VIALET, the Client must immediately provide information about the existence of the conditions specified in clauses 9.6.1.1–9.6.1.2 of the General Conditions.
- 9.6.2. The Client (Payer) shall not be entitled to the refund of amounts of Transaction initiated by or through the Payee under clause 9.6.1 of the General Conditions, if the Client (Payer) has given consent directly to VIALET and VIALET or the Payee has furnished the Client (Payer) in the agreed manner with the information about the future Payment Transaction or created conditions to get familiarised with it at least four weeks before the planned execution of the Transaction.
- 9.6.3. The Client (Payer) shall have the right to ask VIALET to refund the amount of the Transaction initiated by or through the Payee within 8 (eight) weeks of the day on which the funds were debited from the Payment Account.
- 9.6.4. Upon receipt of the request of the Client (Payer) to refund the Transaction amount, VIALET shall refund the full amount within 10 (ten) Business Days or shall state the reasons for its refusal to refund such amount and the procedure of appealing against the refusal. VIALET shall have the right to refund the amount of the Transaction to the Payer without investigating the conditions provided for in clause 9.6.1 of the General Conditions and the fact of existence of the circumstances and to take into consideration only the respective request of the Payer. If the Transaction amount is refunded to the Payer, the Commission Fees paid to VIALET and related with the execution of such Transaction shall not be refunded.
- 9.6.5. Where, in case indicated in clause 9.6.1 of the General Conditions, the Payee is a Client, such Client, on request of VIALET, must immediately furnish VIALET with the documents and information specified thereby pertaining to the Transactions. When the Transaction amount is refunded by VIALET to the Payer, the Payee (Client) of such Transaction amount must immediately return to VIALET the amount of the aforementioned Transaction and agrees with the debiting of the funds of such Transaction from Payee's Payment Accounts.

9.6.6. The Client (Payer), who is not a Consumer, shall not be subject to the provisions of clauses 9.6.1–9.6.5 of the General Conditions and shall not be eligible to recover the Transaction amount.

9.7. VIALET shall inform the Client about the suspected or actual fraud committed by other parties or about threats to security of payment services by publishing a notification in Website, or by phone, VIALET App message or in other manner that is safe at that time and is best suited to the existing situation.

## **10. MASS PAYOUTS SERVICE (APPLICABLE TO BUSINESS CUSTOMERS)**

10.1. At the Client's request to use the Mass Payments (hereinafter- Mass Payouts) service VIALET shall provide Client with access to the payment processing services offered by VIALET to facilitate the disbursement of international and national transfers in bulk payments.

10.2. Mass Payout is a method of paying multiple recipients online simultaneously, i.e. instead of typing each recipient's Payment Order information as separate Payment Order, the Client may use a Mass Payout application programming interface (API) supported by VIALET. Using the API, the Client can also find out the Payment Account balance and receive a Payment Account Statement.

10.3. Mass Payouts are not initiated and confirmed via standard internet bank interface (Website). In case of Mass Payouts secure connection will be established by exchanging between the Parties set of public and private keys and other credentials required to enable the Client to execute the API requests.

10.4. Before VIALET starts providing the Mass Payouts service, the Parties must perform the technical integration works specified by VIALET. Client is entitled to receive technical support during technical integration and ask questions as needed. Once technical integration is done it is considered that Client has started to use the Mass Payouts service.

10.5. The Client shall reimburse VIALET the Commission Fees for using Mass Payouts service. Each Payment Transaction entered into the API system is charged separately according to the standard payment tariffs set in the Price List.

10.6. The Client is responsible for the accuracy and completeness of the information provided to VIALET as part of the Mass Payouts services. The Client shall ensure that only authorized representatives are involved in giving Payment Orders via API. Accordingly, VIALET shall be entitled to treat each Mass Payout received as duly authorized by the Client.

10.7. A Mass Payout shall be deemed to be authorized by the Client (i.e. the Client's Consent is given) when the Client fills in the Mass Payout data using the API and transmits it to VIALET for further processing.

10.8. VIALET points out that the Mass Payouts service is not subject to single Payment Transaction limits. By ordering the Mass Payouts service, the Client confirms that the absence of single Payment Transaction limits is acceptable to the Client and the Client assumes the associated risks. Further, Client understands and confirms that rolling transaction limits will be applied for transaction executed via API using the limits established during Client onboarding.

10.9. VIALET will process a Mass Payout only insofar as sufficient funds are available in the Payment Account. Should the aggregate amount required to process a Mass Payout exceed the funds available in the Payment Account, the Mass Payout will be suspended until the Payment Account has been credited with funds equal to or exceeding the pending disbursement(s).

10.10. VIALET has no reasonable control over intermediary charges and cannot be held accountable for added cost and exchange internationally, SWIFT etc.

10.11. The Client may raise an inquiry to VIALET via chat, email (info@vialet.eu) or dedicated Sales manager. Once the issue has been investigated and where possible corrected, the support service team will contact the Client to ensure it is satisfied with the solution to the issue.

10.12. If certain matters of Payment Transactions executed using Mass Payouts service are not settled in this section, the other provisions of the General Terms and Conditions shall apply.

## **11. COMMISSION FEES, INTEREST AND EXCHANGE RATE**

- 11.1. Services provided by VIALET to the Client are paid services, for which payment is set as a Commission Fee in the form of fees, commission, interest etc.
- 11.2. The amount and procedure of payment for Services rendered to the Client are determined by the Price List in force at the time of rendering the Services, except where the amount and procedure of payment of such Services is stipulated in the Contract on Services.
- 11.3. The Client confirms being carefully studied the prices and terms of payment services and other VIALET Services that are applied and relevant to the Client.
- 11.4. VIALET has the right to deduct the Commission Fees for rendered Services from any Payment Account opened by the Client with VIALET.
- 11.5. VIALET Commission Fees are deducted in default currency of the Payment Account, unless otherwise indicated in the Price List and/or Contract on Services.
- 11.6. The Client undertakes to ensure a sufficient amount of money in the Payment Account in order to allow to VIALET to deduct it as the Commission Fee according to the Price List. If the amount of funds in the indicated currency is insufficient to pay the Commission fee, VIALET has the right, but not the obligation, to exchange money on the Payment Account in another currency into a necessary currency by applying the Reference Exchange Rate. If there is money in several different currencies, VIALET may choose the currency for exchange at its discretion.
- 11.7. The Client, having failed to pay VIALET the remuneration for provided Services, at the demand of VIALET must pay Penalty Interest for each day overdue.
- 11.8. A revised Reference Exchange Rate and a revised Reference Interest Rate shall be applied by VIALET immediately without a separate warning. The Client can obtain information about changes in Website, unless VIALET and the Client have agreed otherwise.

## **12. PROHIBITED ACTIVITIES**

- 12.1. The Client using VIALET Services is prohibited from:
- 12.1.1. not complying with the General Conditions, Contracts on Services, legal acts, including but not limited to, anti-money laundering and counter-terrorist financing legal acts;
  - 12.1.2. violating the rights of VIALET and third parties to trademarks, copyrights, commercial secrets and other intellectual property rights;
  - 12.1.3. providing false, misleading or incorrect information to VIALET; refusing to provide information or undertake other actions that are reasonably requested by VIALET;
  - 12.1.4. providing to third parties false, misleading or incorrect information about VIALET and cooperation with VIALET;
  - 12.1.5. executing or receiving transfers of illegally acquired funds, if the Client is aware of or should be aware of it;

- 12.1.6. using Services of VIALET in a way which causes losses, liability or other negative legal consequences or damage to the business reputation of VIALET or third parties;
- 12.1.7. using VIALET Services from countries that are not acceptable to VIALET;
- 12.1.8. spreading computer viruses and undertaking other actions that could cause System malfunctions, information damage or destruction and other damage to the System, equipment or information of VIALET;
- 12.1.9. undertaking any other deliberate actions which could disturb the provision of VIALET Services to the Client or proper functioning of the System;
- 12.1.10. organizing illegal gambling, illegal trading of stocks, indices, raw materials, currency (e.g. Forex) options, exchange-traded funds (ETF); providing of trade, investment or other services on currency exchanges, Forex markets and other electronic currency trading systems; engaging in illegal trade of tobacco products, alcohol, prescription drugs, steroids, weapons, narcotic substances and their attributes, pornographic production, unlicensed lottery, illegal software and other articles or products prohibited by the law;
- 12.1.11. without a prior written consent of VIALET providing financial services, organizing legal gambling, lotteries, other specially licensed activities or activities requiring a permit. In case the Client intends to provide mentioned services using the Payment Account, the Client must inform VIALET in advance and shall have a valid license, issued by a member state of the European Union or a third country that has imposed equivalent or substantially similar requirements and is monitored by the competent authorities with respect to compliance with these requirements;
- 12.1.12. registering a Payment Account by fictitious or someone else's name without having the power of attorney or registering a Payment Account using services of anonymous phone numbers or e-mail addresses provided by other individuals or websites;
- 12.1.13. providing services that are prohibited by the law or contradict public order and moral principles;
- 12.1.14. disclosing Authorization codes, Password, Passcode and other authentication means to third parties and allowing other persons to use Services under the name of the Client.

### **13. COMMUNICATION BETWEEN THE CLIENT AND VIALET**

- 13.1. All notifications between the Parties must be of simple written form (i.e. prepared in the form of a respective document), excluding the cases established in legal acts, Contracts on Services or other documents submitted to VIALET (applications, questionnaires, etc.), when the notifications may be communicated verbally or must be of a notarial form. Documents communicated using the telecommunications terminal equipment or electronic means of communication (fax, internet, System, etc.) shall be equated to the documents of written form.
- 13.2. VIALET shall deliver notifications to the Client personally or by way of publishing:
  - 13.2.1. notifications of VIALET delivered personally shall be handed in or communicated directly to the Client, and also may be provided to the Customer via Client's Profile, sent by post, e-mail, fax, communicated by phone and other electronic means of communication. If the notification is communicated verbally, VIALET shall have the right to record the conversation and keep its record in accordance with the procedure set out by legal acts;
  - 13.2.2. notifications of VIALET communicated by way of publishing shall be made available on the Website of VIALET. Such notifications may also be published in advertisements in press or other media.



- 13.3. Notifications communicated by the Parties shall be deemed to be received when after sending the notification the time period which is normally required for sending the information by respective means of communication expires, including the following cases when the notification is considered to be received:
- 13.3.1. in the case of the notification which is communicated verbally (including by phone) – at the moment of its verbal communication;
  - 13.3.2. in the case of the notification which is handed in personally – on the day of handing it in;
  - 13.3.3. in the case of the notification which is sent by post – within 5 (five) calendar days of the day of its sending, and in the case of the notification which is sent or received not from or not in the Republic of Lithuania – within 14 (fourteen) calendar days of the day of its sending;
  - 13.3.4. in the case of the notification which is sent via Client's Profile or sent by e-mail, fax, SMS, other electronic means of communication – on the day of its sending, if it was sent during VIALET business hours, or on the next Business Day, if it was sent after VIALET business hours;
  - 13.3.5. notification published by VIALET – on the day of its publishing;
  - 13.3.6. where the recipient acknowledges the receipt of the notification earlier than specified above – on such day of acknowledgement by the recipient.
- 13.4. The Client undertakes to check the indicated email, phone, postbox, Profile and other instruments for receipt of notifications, as well as Website, on a regular basis, in order to notice notifications of amendments to the General Conditions, Service Conditions, Price List, Account Agreement or other Contract on Services in a timely manner.
- 13.5. The Client must provide VIALET with the requested information/documents within the specified term or inform VIALET about the reasons and circumstances due to which it is not possible to provide the information within the specified term.
- 13.6. Upon receipt of the notification from VIALET, the Client must immediately verify the correctness and accuracy of the information specified in the notification and having identified any inconsistencies, irregularities or having found other shortcomings – promptly inform VIALET.
- 13.7. The main communication language between VIALET and Lithuanian Clients is Lithuanian, and with other Clients- English, unless agreed otherwise by VIALET and the Client. VIALET branches established in other countries communicate with Clients in the local language.
- 13.8. Usually General Conditions, Service Conditions, Contracts on Services, Price List or any other documents with Lithuanian Clients are concluded in Lithuanian, and with other Clients- in English. By entering into Contract on Services, the Client confirms understanding English language and agrees to communicate with VIALET in English.
- 13.9. The Client undertakes to provide in the Profile and, in case of amendments, immediately update the contact data (phone number, email address and post address), which VIALET could use to contact the Client or its Representatives. In case the Client does not update the contact data in the Profile, all consequences related on the failure of VIALET to submit notifications to the Client shall fall on the Client.
- 13.10. In order to protect the Client's funds from possible illegal actions of third parties, the Client undertakes to immediately inform VIALET in writing about theft or loss of its personal identity document.

- 13.11. The Client can receive a consultation regarding all issues related to the Service, System and execution of the Contract on Service by sending its question from the email address registered in the System, calling to the Client support or filling in a request in the Profile. VIALET contact details are provided on the Website and Profile.
- 13.12. VIALET may change the solution for technical integration of Services without constraint and at any time. Changes required by the Client shall be made at the Client's expense.
- 13.13. The Parties shall immediately inform each other about any circumstances significant for execution of the Contract on Service. The Client shall submit documents confirming such circumstances (e.g. changes in name, surname, signature, address, phone number, other contact data, personal document or persons who have the right to manage funds on the Payment Account, initiation of bankruptcy proceedings against the Client, etc.), whether this information has been already transferred to public registers or not.
- 13.14. The Client shall have the right to get familiarised with the applicable version of the General Conditions, Commission Fees, Contracts on Services at any time by contacting VIALET. The aforementioned documents may also be posted on the Website and if they are not posted there and if a separate request of the Client is received, they must be furnished to the Client in written form or using any other durable medium acceptable to VIALET.

#### **14. AMENDMENTS OF TERMS AND CONDITIONS, TERMINATION OF CONTRACT ON SERVICES AND CLOSING OF PAYMENT ACCOUNT**

- 14.1. Unless agreed otherwise by VIALET and the Client, VIALET reserves the right to amend these General Conditions, Service Conditions, Price List, Account Agreement and other Contract on Services unilaterally at its sole discretion.
- 14.2. VIALET shall notify the Client in writing about the changes (e.g., increase of the Commission Fee) which worsen the Client's situation or using any other durable medium individually and/or by way of publishing no later than 60 (sixty) calendar days (if the Client is a legal person – 30 (thirty) calendar days) in advance of the enforcement of such changes, excluding the cases when laws of the Republic of Lithuania and/or the Contract on Services establish otherwise. VIALET shall have the right to notify the Client of the changes which do not worsen the Client's situation disregarding the time limits established above in this clause. The establishment of the Commission Fee for new Services shall not be treated as the worsening the Client's situation.
- 14.3. The Client will be deemed to have accepted changes in the General Conditions as well as Service Conditions, Price List, Account Agreement or other Contract on Services unless the Client notifies in written form the VIALET that the Client does not accept them before the date of their proposed date of entry into force. In case the Client does not agree to amendments, the Client has the right to refuse from VIALET Service(s) and terminate the relevant Account Agreement or other Contract on Services, notifying VIALET thereof 14 (fourteen) days in advance and upon fulfilment of all Client's obligations arising from the Account Agreement or other Contract on Services.
- 14.4. VIALET may terminate the Account Agreement or other Contract on Services notifying the Client about the termination in writing or using any other durable medium individually and/or by way of publishing no later than 60 (sixty) calendar days (if the Client is a legal person – 30 (thirty) calendar days) in advance, excluding the cases when laws of the Republic of Lithuania and/ or the relevant agreement establish otherwise.
- 14.5. VIALET shall have the right to close the Payment Account and, accordingly, terminate the Account Agreement upon receipt of a written request from the Client, if the Client has fulfilled of all obligations, as well as in other cases contemplated in the relevant Contract on Services and these General Conditions.

- 14.6. VIALET shall have a right to close the Payment Account and, accordingly, terminate the Account Agreement, without any prior notice to the Client thereof if the Client has not performed any operations in the Payment Account for more than 12 (twelve) months and the Payment Account balance is not positive or is equal to 0 (zero).
- 14.7. In case of suspicion of possible money laundering, terrorist financing, fraud or other criminal activity or if the Client violates the General Conditions, Service Conditions, Account Agreement or other Contract on Services, VIALET has the right to terminate the Account Agreement or other Contract on Services immediately, without applying the above-mentioned notification periods. In this case, VIALET reserves the right not to indicate the reasons for termination the Account Agreement or other Contract on Services.
- 14.8. The Client has the right to terminate the Account Agreement unilaterally by notifying VIALET thereof in writing (using communications options in Profile or via email using secure electronic signature) 30 (thirty) calendar days in advance. VIALET has the right (but not the obligation) to fulfill the Client's request to terminate the Account Agreement before the expiry of the said 30 (thirty) calendar days term.
- 14.9. Termination of the Contract on Services shall not exempt the Client from the due discharge of all obligations to VIALET arising before the day of its termination. Payment Transactions initiated under the Account Agreement before its termination shall be completed in observance of provisions of the Account Agreement applicable before its termination, unless otherwise agreed by VIALET and the Client.
- 14.10. After termination of the Account Agreement, VIALET terminates the provision of payment services to the Client and deactivates the Profile. Funds held on the Payment Account shall be transferred to the payment account opened with another payment service provider indicated by the Client. If the Client does not specify such an account, the funds shall be transferred to the internal account of VIALET until further instructions from the Client. VIALET has the right to deduct from the funds the amounts that belong to VIALET (Commission Fees and expenses payable by the Client, including but not limited to, fines and damages incurred by VIALET due to a breach of the Account Agreement committed by the Client; other amounts imposed by international payment card organizations, other financial and/or state institutions). In the event of a dispute between VIALET and the Client, VIALET has the right to detain money under dispute until the dispute is resolved.

## 15. CONFIDENTIALITY AND DATA PROTECTION

- 15.1. The Parties undertake to keep technical and commercial information of each other secret, except for publicly available information, which has become known to them while executing the Contract on Services, and not transfer it to third parties without a written consent from the other Party or its legal Representatives.
- 15.2. The Client agrees that VIALET shall have the right to disclose the information received from the Client and other sources of information and all other information pertaining to the relationships between the Client and VIALET in observance of below specified requirements and to the below specified persons:
- 15.2.1. a person and organisation (such as a payment intermediary, correspondent bank, international card organisation, ATM administrator, insurance provider, notary, surety and guarantee provider, pledgee, operator of trading venue and settlement system, translation, printing, communication and postal service provider, etc.) involved in the performance of the Contract on Services;
- 15.2.2. a payment service provider, including to SWIFT, involved in the fulfilment of financial transactions (payments, securities transactions, etc.);
- 15.2.3. a state registrar (such as the commercial register, population register, credit register, etc.) if it is necessary to verify the accuracy of relevant data and documents presented to VIALET and ensure their timeliness, or a defaults registrar if the Client has failed to perform any financial obligation towards VIALET duly;

- 15.2.4. the person providing services to VIALET (such as an IT service provider, customer survey provider, legal adviser, etc.);
- 15.2.5. any other Group entity, in order to: a) assess the proficiency of the Client by using the collected personal and financial information; b) fulfil the requirements necessary for managing and mitigating risks, including for the application of the due diligence measures provided for in the money laundering and terrorist financing preventive measures; c) organise statistical researches and analyses of market shares and other financial indicators of customer groups, products and services; d) meet the prudential norms, including capital and liquidity requirements, applicable to VIALET and Group, implementation of the principle of responsible lending etc.; e) communicate information about the Client related to the agreements concluded with VIALET or any other Group entity; f) develop and implement VIALET information systems;
- 15.2.6. local or foreign institutions in response to their inquiries, the purpose of which is to collect information about the Client in order to assess the Client's reliability and prevent terrorist financing and money laundering;
- 15.2.7. a new creditor in the event that the right of claim is assigned to the new creditor or to the third person related to the assumption of the Contract on Services.
- 15.3. VIALET shall not be bound by the conditions set out in previous clause and may disclose the information received from the Client and other sources of information as well as all other information pertaining to relationships between the Client and VIALET to third parties without a separate approval or request from the Client, where such obligation or right of VIALET is provided for in the General Conditions, Contract on Services and/or legal acts.
- 15.4. VIALET is entitled to process the data of the Client, including collect, store, register, transfer, transmit, etc. and transfer and receive Clients data and other information from third parties, databases, accounting systems, and transfer data to other Group companies or the data processors. Main principles of protection of the Client's (natural person's) Personal Data are regulated by the Privacy Policy, which the Client may read on the Website and undertakes to observe.
- 15.5. After downloading VIALET app, the Client may be requested to provide the access to Client's phone contacts' book. By accepting contact list sharing with VIALET, the Client agrees:
- 15.5.1. to become visible to other VIALET Clients who saved him/her as a contact in their phone book;
- 15.5.2. to allow VIALET to disclose to other Clients that the Client has an account with VIALET and, in case of Payment Order, - Client's Payment Account number and other details;
- 15.5.3. to allow VIALET to perform Payment Transactions to chosen by Client phone contacts (Clients) without entering their account numbers.
- 15.6. The Client agrees that her/his/it account number and Personal Data required for the Payment Transaction may be detected and displayed to another VIALET Client who intends to make a payment to the Client if another VIALET Client enters a confirmed identifier of the Client (e.g. phone number, name, surname, account number, etc.).
- 15.7. The Client grants VIALET the right to undertake necessary measures, including but not limited to, submitting requests to third parties directly or via third parties in order to determine the identity of the Client and accuracy of other data submitted by the Client.
- 15.8. VIALET has the right to record phone conversations with the Client. The Parties agree that phone conversations and messages transferred via mail, email and other telecommunication instruments may be deemed evidence when

settling disputes between the Parties. VIALET stores records of phone conversations and other correspondence for its own needs and does not provide them to the Client, except cases provided by law.

## 16. LIABILITY OF THE PARTIES

- 16.1. VIALET and the Client shall observe the principles of justice, reasonability and fairness in their mutual relationships and shall properly fulfil the obligations assumed with regard to each other.
- 16.2. The Parties shall be held liable for the non-fulfilment or improper fulfilment of their obligations.
- 16.3. The Parties shall not be held liable for the non-fulfilment or improper fulfilment of their obligations if this is caused by force majeure circumstances. The parties shall observe the rules established by legal acts of the Republic of Lithuania with regard to the application of the force majeure circumstances.
- 16.4. In all cases, liability of VIALET is limited by the following provisions:
- 16.4.1. VIALET shall only be liable for direct damages caused by direct and essential breach of the Contract on Services by VIALET, and only for damages which could have been foreseen by VIALET at the time of breaching the Contract on Services;
- 16.4.2. in all cases, VIALET shall not be liable for non-receipt of profit and income by the Client, loss of reputation of the Client, loss or failure of the Client's business, and indirect damages.
- 16.5. VIALET does not guarantee uninterrupted System operation, because System operation may be influenced (disordered) by many factors beyond control of VIALET. VIALET shall put all efforts to ensure that the System operates as fluently as possible, however, VIALET shall not be liable for any consequences occurring due to System operation disorders if such disorders occur through no fault of VIALET.
- 16.6. The cases where VIALET limits access to the System temporarily due to the System repair, development works and other similar cases, and if VIALET informs the Client about such cases in advance, shall not be considered System operation disorders.
- 16.7. VIALET shall not be liable for:
- 16.7.1. money withdrawals and transfers from the Payment Account and for other Payment Transactions with funds held on the Payment Account if the Client had not protected Password, Passcode or Authorization code, and as a result they have become known to other persons, and also for illegal actions and operations of third parties performed using counterfeited and/or illegal documents or illegally received data and the Client did not inform VIALET about that;
- 16.7.2. errors and late or missed transactions made by credit institutions, billing systems and other third parties;
- 16.7.3. consequences arising out of disturbances of fulfilment of any VIALET obligations caused by a third party, which is beyond control of VIALET;
- 16.7.4. consequences occurring after VIALET legally terminates the Account Agreement or other Contract on Service, closes the Payment Account or limits access to it, also after reasonable limitation/termination of provision of a part of the Services;

- 16.7.5. goods and services purchased using the Payment Account, and also for other party, which receives payments from the Payment Account, not complying with the terms of any Account Agreement;
- 16.7.6. a failure to fulfill its own contractual obligations and for damages, in case it was caused by the fulfillment of duties by VIALET determined by the law.
- 16.8. The Client is responsible and undertakes to reimburse any losses incurred by VIALET, other VIALET clients and third parties due to using VIALET Services and violating these General Conditions or Contracts on Services by the Client.
- 16.9. The Parties are independently liable to the state and other subjects for fulfillment of all tax obligations. VIALET shall not be liable for execution of tax obligations of the Client, calculation or transferring of taxes applied to the Client.

## **17. SETTLEMENT OF DISPUTES BETWEEN THE CLIENT AND VIALET**

- 17.1. VIALET aims to settle all disputes with the Client amicably, promptly and on terms acceptable to both Parties, thus, in case of a dispute, Clients are encouraged to firstly address VIALET directly. Disputes are solved by negotiation.
- 17.2. The Client, believing that VIALET has violated the Client's rights and/or interests protected by the laws related to the provision of Services and/or concluded Service on Contract, might refer to VIALET by submitting a written complaint.
- 17.3. The Client may submit any claim or complaint regarding Services of VIALET by sending a notification via email, post or Profile.
- 17.4. The complaint shall contain a reference to circumstances and documents that served as a basis for the complaint. If the Client justifies his/her/it complaint with documents which VIALET does not possess, the Client shall also submit such documents or their copies.
- 17.5. VIALET undertakes to analyze the claim or complaint of the Client and inform the Client about the decision within 15 (fifteen) Business Days from the day of receipt, except where the legislation or other binding regulations related to the provision of Services of VIALET (e.g., rules of international payment card organizations) provide for a different period of time. In exceptional situations, if the response cannot be provided within 15 (fifteen) Business Days for reasons beyond the control of VIALET the reply terms may not extended to 35 (thirty-five) Business Days.
- 17.6. If VIALET is not able to provide an answer to the Client's complaint within the time period specified above, VIALET shall inform the Client about the reasons and indicate the time period in which the answer will be provided.
- 17.7. Analysis of the Client's complaints by VIALET is free of charge.
- 17.8. If the Client is not satisfied with the decision made by VIALET, the Client has the right to use other legal remedies to protect its rights. For instance, the Client who is a Consumer has the right, within 1 (one) year of the day of applying to VIALET, to submit a request to the out-of-court disputes settlement institution- Bank of Lithuania (address: Totoriu str. 4, LT-01121 Vilnius, Lithuania email: [info@lb.lt](mailto:info@lb.lt), phone: +37080050500).
- 17.9. In case of failure to settle a dispute amicably or by other extrajudicial methods of dispute resolution, the dispute shall be settled by the courts following the procedure established by the laws of the Republic of Lithuania. A court shall be chosen according to the location of VIALET office. If the Client is a Consumer, he/she has the right to appeal to consumer dispute settlement institutions under the procedure set by the legislation of the Republic of Lithuania.

17.10. The law of the Republic of Lithuania is applicable to pre-contractual relations, these General Conditions, Service Conditions, Price List, Account Agreements and other Contracts on Services.

## **18. PAYMENT ACCOUNT LIMITATIONS FOR POLISH CLIENTS USING THE CREDIT LIMIT SERVICE**

18.1. Polish Clients using the credit limit service are provided with a limited functionality payment accounts (hereinafter-Limited Account) assigned for servicing the credit limit, meaning that:

18.1.1. Limited Account number (IBAN) is not shown in the Client's Profile while logged in to the Website;

18.1.2. Limited Account is always opened and maintained in PLN;

18.1.3. The Client is allowed to pay with the credit card online and at points of sale, but is not allowed to initiate payment orders from the card account using the Client's Profile on the Website. In addition, the Client using the credit limit service is not given the opportunity to use VIALET App.

18.1.4. The Client is not allowed directly make payments to the Limited Account but must use Top-up service offered in Website;

18.1.5. The Client is not allowed to hold own funds in the Limited Account, which means that the Client will not be able to use own funds transferred to the Limited Account and funds transferred to the Limited Account will be automatically redirected to repay the credit limit or its part and/or pay other amounts due under the Agreement for the Issuance of a Credit Card and Granting of a Credit Limit.

18.2. Accordingly, the Limited Account is for:

18.2.1. the use of the credit limit when making online or point-of-sale payments;

18.2.2. Top-upping the Limited Account to repay the utilized credit limit and/or pay other amounts due according to the terms and conditions of the Agreement for the Issuance of a Credit Card and Granting of a Credit Limit.

18.3. It is agreed that the only channel through which Polish Clients using the credit limit service can interact with VIALET will be the Website. This means that in order to receive, utilize and repay the loan Client will be able to use only the Client's Profile on the Website. In case client has signed up to use VIALET App, VIALET reserves the right not to offer Client with the credit limit product.

## **19. FINAL PROVISIONS**

19.1. Each Party confirms that it possesses all permissions and licenses required under the applicable law for the execution of the Account Agreement and other Contracts on Services.

19.2. Titles of sections and articles of the General Conditions are intended solely for convenience of the Parties and may not be used for interpretation of the provisions of the General Conditions.

19.3. The Client does not have the right to assign its rights and obligations arising out of the Account Agreement or other Contract on Services to third parties without a prior written consent from VIALET. VIALET reserves the right to assign its rights and obligations arising out of the Account Agreement or other Contract on Services to third parties at any time without a consent from the Client if such transfer of rights and obligations does not contradict the legislation.

- 19.4. VIALET is entitled to set off mutual claims with the Client, unless otherwise agreed between the Parties. VIALET must notify the Client about the executed set-off pursuant to the Contract on Service or the legislation. The Client is not entitled to set off mutual claims with the VIALET, unless otherwise agreed between the Parties.
- 19.5. If any provision of the General Conditions becomes invalid, other provisions of the General Conditions shall remain in force.