

# General electronic money and payment service agreement

Version 2.0      Effective from 11.06.2020

## 1. DEFINITIONS

- 1.1. The **“institution”** shall mean the UAB **“SAFU.COM”**.
- 1.2. The **“customer”** shall mean a natural person or a legal entity using the Services supplied by the Institution.
- 1.3. The **“account”** shall mean the individualized measure of the Customer’s access to the Website, Bank Account and Services secured by a password and created during signing up by the Customer on the Website.
- 1.4. The **“services”** shall mean the electronic money, payment and other services related to thereof supplied by the Institution.
- 1.5. The **“bank account”** shall mean the bank account opened in the Institution used for the supply of electronic money and payment services.
- 1.6. The **“agreement”** shall mean **the present agreement** concluded between the Institution and the Customer, including all annexes to the agreement and legal information published on the Website.
- 1.7. The **“party”** shall mean **the Institution and the Customer**.
- 1.8. The **“parties”** shall mean both **the Institution and the Customer**.
- 1.9. The **“website”** shall mean [www.neocard.com](http://www.neocard.com) where the information on the Services is published and which is used for the supply of the Services to the Customer.
- 1.10. The **“user”** shall mean a natural person concluding the present Agreement with the Institution, except for professional customers and informed investors, for the satisfaction of personal, family and household needs.
- 1.11. Other definitions used in the Agreement conform with the definitions laid down in the Republic of Lithuania Law on Payments and the Republic of Lithuania Law on Electronic Money and Electronic Money Institutions.

## 2. GENERAL PROVISIONS

- 2.1. The present Agreement shall regulate the mutual relations between the Institutions and the Customer related to the Service supply, as well as the general terms and conditions of the supply of these Services. The specific Services may be subject to additional conditions specified in separate annexes to the Agreement (see the chapter of the Agreement **“Annexes to the Agreement”**).
- 2.2. Before the signing up on the Website, the Customer must read the present Agreement.

- 2.3. While the signing up on the Website, the Customer shall confirm that it has read the present Agreement, it accepts its terms and conditions and undertakes to follow them.
- 2.4. The Customer shall be entitled at any time to obtain access to the actual amendment of the Agreement and the terms and conditions of the supply of the Services.

### **3. REGULATORY INFORMATION**

- 3.1. The Services specified in the Agreement shall be supplied by UAB „SAFU.COM“, company number 302948868, registered office address: P.Babickio g.22C, LT-11311 Vilnius, Lithuania (address for correspondence: P.Babickio g.22C, LT-11311 Vilnius, Lithuania, email address: info@neocard.com), represented by the Director Albert Nahorny, acting as the electronic money institution licensed in the Republic of Lithuania (license of an electronic money institution No 31; the licensing and supervision institution – the Bank of Lithuania, www.lb.lt; data on UAB „SAFU.COM“ have being compiled and stored with the Register of Legal Entities of the Republic of Lithuania, the Manager of the Register – Public Institution “Center of Registers” (VĮ „Registrų centras“)).
- 3.2. Electronic money held on the Customer’s Bank Account:
  - 3.2.1. shall not constitute either a deposit or other repayable funds;
  - 3.2.2. no interests shall be paid for them or no other benefits, related to the duration of the period, in which the Customer holds electronic money on the Bank Account, shall be granted;
  - 3.2.3. shall not be used for the investment or lending to other persons;
  - 3.2.4. shall not fall within the regulatory scope of the Republic of Lithuania Law on Insurance of Deposits and Liabilities to Investors and shall not constitute the subject of insurance of deposits;
  - 3.2.5. shall be separated from the own funds of the Institution.

### **4. SERVICES**

- 4.1. Under the Agreement, the Institution shall supply the following Services:
  - 4.1.1. Opening of IBAN accounts;
  - 4.1.2. Issuing and redemption of electronic money;
  - 4.1.3. Payment transactions by electronic money;
  - 4.1.4. Credit transfers (including SEPA payments);
  - 4.1.5. Currency exchange.
- 4.2. The Institution shall be entitled at its own discretion without the prior consent of the Customer to involve in and authorise the third persons to supply the Services or their part.

## 5. COMMISSION AND SETTLEMENT OF ACCOUNTS

- 5.1. The commission and the detailed Service Pricing, including the amounts of the commission and the terms of payment, applied to the Customer shall be specified in the Annex to the Agreement "Service Price List".
- 5.2. A specific commission applied to a specific payment transaction performed by the Customer shall be shown to the Customer before the performance of the payment transaction unless otherwise is specified in the Annexes to the Agreement regulating the specific Services.
- 5.3. A commission shall be paid by the Customer to the Institution in EUR unless a different currency is specified in the Annex to the Agreement "Service Price List".
- 5.4. A commission payable by the Customer for a specific payment transaction shall be deducted in one of the following ways at the choice of the Institution:
  - 5.4.1. when performing the payment transaction;
  - 5.4.2. by deducting the commission from the Bank Account balance when the Institution decides or the Service specifics determine that the commission shall be deducted after the completion of the payment transaction.
- 5.5. The Institution shall be entitled at its own discretion unilaterally to deduct a commission and other amounts payable by the Customer under the Agreement (including but not limited to forfeits and losses) from any Bank Account of the Customer where the sufficient funds are held.
- 5.6. A commission paid by the Customer shall not be reimbursed, except for the case the reimbursement of the commission is mandatory under the applied legislation.
- 5.7. The Customer shall undertake to ensure the sufficient funds on its Bank Account for the payment of a commission and other amounts payable by the Customer to the Institution under the Agreement before the Customer's intention to perform any transaction.
- 5.8. When the funds on the Bank Account are insufficient for the performance of a payment transaction determined by the Customer, such payment transaction shall be failed.
- 5.9. When the funds on the Bank Account are insufficient for the payment of a commission in the determined currency, the Institution shall be entitled at its own discretion and choice to exchange the money held on the Bank Account into another currency in accordance with the exchange rate published on the Website.
- 5.10. The Institution shall be entitled to apply an additional commission when the funds received by the Customer must be exchanged into another currency before crediting them to the Bank Account.
- 5.11. When the Customer breaches legislation, the present Agreement or any other liabilities, the Institution shall be entitled to retain the amounts payable by the Institution to the Customer.
- 5.12. Each Party shall be solely responsible for the performance of all its tax liabilities.
- 5.13. When the refusal to execute a payment order is objectively reasoned, the Institution shall be entitled to demand a commission for such refusal.
- 5.14. The Institution shall be entitled to demand a commission for the cancelation of a payment order.

- 5.15. The Institution shall be entitled to demand a commission from the Customer for the additional and more frequent noticing or providing an information by communication means other than those specified in the Agreement.
- 5.16. The Institution shall be entitled to demand a commission from the Customer for the reimbursement of funds when a payment transaction was not executed or was inappropriately executed in the result of the provision of an erroneous unique identifier or other inaccurate or erroneous information of the Customer.

## **6. SIGNING UP AND ACCOUNT**

- 6.1. The Customer that desires to begin using the Services must sign up on the Website.
- 6.2. When the Customer is a natural person, it must sign up personally. When the Customer is a legal entity, it may sign up through a duly authorised representative – natural person.
- 6.3. While the signing up, the Customer must provide all information required by the Institution. This and any other information, provided by the Customer to the Institution both while signing up and later, must be correct, detailed, comprehensive and accurate, whereas at the request of the Institution, it must be provided and confirmed in the way and by the means defined by the Institution. When signing up by the Customer is succeeded, the Institution shall create an Account to the Customer where the Customer may order the Services and use them.
- 6.4. The Customer must notice in writing (including by email) the Institution of any amendments of information provided to the Institution not later than within 1 (one) working day upon their making.
- 6.5. The Institution shall be entitled to demand from the Customer the provision of additional information related to the Customer, its activity and/or use of the Services by the Customer (including but not limited to payment transactions performed by the Customer), and to demand from the Customer the periodical revision of such information, whereas the Customer shall undertake at own expense to fulfil such instructions given by the Institution within the term and in the form and in language defined by the Institution.

## **7. IDENTIFICATION AND RECOGNITION OF THE CUSTOMER**

- 7.1. In order to enable the Services to the Customer, the Institution must identify the Customer and perform other actions related to the recognition of the Customer in accordance with applied legislation.
- 7.2. The Customer shall undertake to provide all information and documentation required by the Institution for the purposes of the recognition of the Customer within the term and in the form and in language defined by the Institution.
- 7.3. Signing the present Agreement, the Customer shall agree to verify and assess the identity, activities, transactions, sources of funds of the Customer and beneficiaries, purposes of the use of the Services and any other information necessary for the appropriate and comprehensive recognition of the Customer both by the Institution and the third persons involved in.
- 7.4. The Customer shall agree and undertake to revise and/or provide at own expense at the request of the Institution any additional information and documentation on the identity, sources of funds used, activities, purposes of

transactions executed by the Customer, its representatives and beneficiaries, as well as other information necessary to recognise the Customer within the term and in the form and in language defined by the Institution.

## **8. OPENING OF A BANK ACCOUNT**

- 8.1. The Institution shall open to the Customer a Bank Account provided that the Customer signs up on the Website and appropriately establishes its identity.
- 8.2. The Customer shall be entitled to apply to the Institution for the opening a few Bank Accounts.
- 8.3. All Bank Accounts shall be opened on behalf of the Customer for indefinite time unless otherwise is agreed by the Parties.
- 8.4. After the opening a Bank Account, the Customer shall be entitled to use the Bank Account for the paying in, holding, transferring of funds and the performance of other payment transactions specified on the Website and/or Account.
- 8.5. The Institution shall be entitled to refuse the opening a Bank Account and the supply of the Services to the Customer that provides the Institution with incorrect, undetailed, uncomprehensive and inaccurate information on itself and/or its activities; misses the deadline for the provision of the information specified by the Institution; fails the process of identification and recognition of the Customer; does not meet risk tolerance criteria determined by the Institution; conducts an activity prohibited and/or unacceptable by the Institution, etc.

## **9. USE OF A BANK ACCOUNT**

- 9.1. A Bank Account shall be used by the Customer online after logging in to its Account on the Website.
- 9.2. The Institution may also publish another ways of use of a Bank Account that may be used by the Customer.
- 9.3. The funds held on a Bank Account shall be the Customer's property, with the exception of taxes, losses, forfeits payable to the Institution and other similar amounts in the scope provided for in the present Agreement, other arrangements between the Institution and the Customer, as well as in legislation.
- 9.4. The detailed functionalities of a Bank Account shall be specified on the Website and/or an Account.
- 9.5. The Customer may at any time review information on a Bank Account, its balance, history and data of transactions, commission paid by logging in to its Account on the Website.
- 9.6. The Funds on a Bank Account may be accepted, held and transferred in a currency specified on the Website and/or an Account.
- 9.7. While the performing transactions for which currency exchange is required, the Customer shall be provided the actual exchange rate before the performance of the transaction and the Customer shall be applied such exchange rate.
- 9.8. The actual exchange rate valid during the review may be reviewed by the Customer on the Website.

- 9.9. The Customer shall confirm that it has been aware of the deprecation of the funds held on a Bank account in different currencies in the result of exchange rate changes and fluctuations and shall assume the whole risk related to thereof.
- 9.10. The Customer shall undertake to ensure that no funds transferred at any time to a Bank Account should be received from criminal, unlawful or other activity breaching legislation.
- 9.11. The Customer shall undertake to fail using a Bank Account for criminal, unlawful or other activity and/or transactions breaching legislation.
- 9.12. The Customer must at least once a month verify information on payment transactions performed on a Bank Account and in writing notice (including by email) the Institution of unauthorised and inappropriately executed payment transactions, funds that do not belong to the Customer but have been credited on its Bank Account, as well as any other errors, discrepancies and inaccuracies on the Bank Account and in payment transactions related to the Bank Account.
- 9.13. The Customer shall not be entitled to dispose funds that do not belong to the Customer but have been transferred by mistake to its Bank Account. When the funds are credited to the Customer's Bank Account by mistake or in other cases that have no legal basis, the Institution shall be entitled and the Customer shall give irrevocable consent to deduct the funds from its Bank Account without its order. When the funds held on the Customer's Bank Account are insufficient for the deduction of the amount credited by mistake, the Customer shall unconditionally undertake to reimburse to the Institution the funds credited by mistake on its Bank Account within 3 (three) working days upon the request of the Institution.
- 9.14. The Institution shall be entitled to determine the reserve to the Customers that are involved into business activity (traders), i.e. the amount of the Customers' funds held by the Institution for a certain period which shall be used for the indemnification of losses incurred by the Institution and forfeits. Detailed terms and conditions of the reserve shall be provided for in an annex to the Agreement.
- 9.15. The Institution shall pay no interests to the Customer for the reserve held.
- 9.16. The Customer shall undertake to ensure that the reserve determined should be completed upon its reduction and should meet the amount determined for the reserve within the whole period of its application.

## **10. CONDITIONS OF ISSUANCE AND REDEMPTION OF ELECTRONIC MONEY**

- 10.1. Funds held on a Bank Account shall be electronic money.
- 10.2. After the paying in and/or receiving funds on a Bank Account, the Institution should pay in and/or receive the funds at par value but after the deduction of its commission (if is applicable), it shall issue electronic money and credit them to the Bank Account.
- 10.3. The Customer shall be entitled at any time to redeem the whole or the part of electronic money held on a Bank Account, except for the case the Bank Account and/or the Service supply is suspended or otherwise restricted to the Customer under the Agreement (including but not limited to its annexes and additional arrangements) or legislation.

- 10.4. The Institution shall redeem an amount of electronic money specified by the Customer at par value during the redemption of electronic money on a Bank Account after the deduction of a commission charged by the Institution (if is applicable).
- 10.5. The Customer may order to redeem electronic money by logging in to its Account or in other ways specified on the Website. Giving such order, the Customer must provide another payment account to which it wishes to receive funds after the redemption of electronic money or choose another way of the redemption supported by the Institution specified on the Website. In such case the funds receivable by the Customer for the electronic money redeemed shall be transferred by the Institution to the payment account indicated by the Customer or shall be transfer to the Customer in other ways supported by the Institution.
- 10.6. The Customer may at its own choice to redeem the whole or the part of electronic money within duration of the Agreement. After the expiry of the Agreement, the Customer may redeem only the whole electronic money held on its Bank Account.
- 10.7. Except for the cases specified in the Agreement, the redemption of electronic money shall be free of charge, but the transfer of funds redeemed to the payment account indicated by the Customer or their transfer to the Customer in other ways supported by the Institution may be charged by the Institution with a commission as for the transfer of a credit or other payment service related to the withdrawal of funds from a Bank Account.
- 10.8. Redemption of electronic money may be subject to a commission specified in the Annex to the Agreement "Service Price List" provided that the redemption is performed in any of the following cases:
  - 10.8.1. The Customer requests to redeem electronic money before the termination of the Agreement;
  - 10.8.2. The Customer terminates the Agreement before the termination date provided for in the Agreement;
  - 10.8.3. The Customer requests to redeem electronic money more than one year after the date of termination of the Agreement.

## **11. PAYMENT ORDERS, THEIR SUBMISSION, EXECUTION, CANCELLATION**

- 11.1. Payment transactions shall be carried out and payment orders shall be submitted online (in electronic way).
- 11.2. In order to perform a payment transaction, the Customer must log in to its Account and Bank Account and create payment order in accordance with the information and instructions provided by the Institution. A payment order submitted by the Customer must meet in any case the requirements of the agreements concluded by the Institution, Parties and legislation for the submission and the content of such payment.
- 11.3. When the Customer creates such order and enters required information therein, the Customer may confirm and submit the order to the Institution for the execution. Before the confirmation of the payment order, the Customer must verify the information provided in the payment order and make sure that it is correct. The Institution shall not be obliged to check the correctness of data provided in the payment order submitted by the Customer. After the determination of any shortcomings in the payment order, the Institution shall be entitled at its own choice to refuse the execution of such payment order.
- 11.4. Revision of a payment order submitted by the Customer may be performed not later than before the execution of the payment order.

- 11.5. Submission of a payment order confirmed shall constitute the Customer's consent to authorise and execute a payment transaction.
- 11.6. The Parties may agree the authorisation of the Customer's payment transaction after its execution.
- 11.7. Other ways and forms of submission of payment orders shall be allowed when the Parties additionally agree thereof (e.g. when another way and form of submission of a payment order is determined by specifics of the relevant Service).
- 11.8. After the logging in to its Account and Bank Account, the Customer shall be entitled to cancel a payment order and to annul its consent to execute the payment transaction before the execution of such payment order by the Institution.
- 11.9. When a payment order has been already in progress, the Customer may cancel such payment order only subject to the following conditions: the Customer and the Institution agree thereof; this is technically possible; this does not contravene applied legislation.
- 11.10. A payment order shall be automatically cancelled when the funds held by the Customer on its Bank Account are insufficient for the execution of such payment order.
- 11.11. It shall be acknowledged that a payment order submitted by the Customer is received by the Institution on the day of the submission, except for these cases:
  - 11.11.1. when a payment order is submitted by the Customer on the day other than a working day of the Institution, it shall be deemed received by the Institution on the next working day of the Institution;
  - 11.11.2. when a payment order is submitted by the Customer on a working day of the Institution but outside of working hours of the Institution published on the Website, it shall be deemed received by the Institution on the next working day of the Institution.
- 11.12. The Institution and the Customer may agree to commence the execution of a payment order submitted by the Customer on a particular day or at the end of a certain period or on the day of the transfer of funds by the Customer to the Institution. In such case, it shall be acknowledged that the payment order of the Customer is received by the Institution on the day agreed. When the day agreed is not a working day of a payment service provider, it shall be deemed that the payment order is received by the Institution on the next working day of the Institution.
- 11.13. Payment orders shall be executed within the terms specified on the Website and/or Account but without exceeding the maximum duration of execution of payment orders provided for in legislation.
- 11.14. The Parties shall agree that execution of payment transactions in currencies of non-euro area Member States by the Customer may be extended until four working days.
- 11.15. The Customer shall undertake to ensure the sufficient amount of funds in appropriate currency on its Bank Account necessary for the execution of a payment order by the Customer.
- 11.16. Before the execution of a payment order by the Customer, the Institution shall be entitled to require from the Customer the grounding of the source of funds used for the payment order and the purpose of the transaction, whereas the Customer shall undertake to provide the Institution with all related information and information



required by the Institution. When the Customer fails to provide such information, the payment order shall be failed.

- 11.17. When the Institution is raised doubts that a payment order of the Customer and a payment transaction may breach or breaches the Agreement, other arrangements between the Customer and the Institution, and/or legislation, or when the Institution raises doubts that the payment order was submitted not by the Customer or its lawful representative, the payment order may be executed using funds of illegal source when the payment order includes insufficient data or other shortcomings, as well as an interbank payment and/or other financial system does not operate properly, there are other extraordinary market conditions, important technical and other reasons, or when a risk related to the execution of the payment order is unacceptable by the Institution, the Institution shall be entitled to refuse the execution of the payment order of the Customer and the payment transaction and at its own discretion and choice to require from the Customer the additional confirmation of the payment order submitted and/or the submission to the Institution information specified by the latter, and/or the initiation of control.
- 11.18. The Customer shall agree to transfer data related to the Customer, its personality and other data, a payment order and a payment transaction by the Institution to the third persons related to the execution of the payment order and the payment transaction while executing the payment order and the payment transaction of the Customer.
- 11.19. When funds held on a Bank Account are seized and/or the right of their management and disposal by the Customer is restricted in any way, and/or payment transactions are suspended in accordance with applied legislation, the Institution shall not accept new payment orders from the Customer.
- 11.20. After the receipt from the Customer the notification of an unauthorised payment transaction and the convincement that such transaction was executed due to no intention, gross negligence and unfairness of the Customer, the Institution shall reimburse the amount of the unauthorised payment transaction and shall restore the balance of a Bank Account from which this amount was deducted and which should be retained unless the unauthorised payment transaction was executed, except for the cases specified in the Agreement where the responsibility for the unauthorised payment transaction shall lie with the Customer.
- 11.21. When the Customer provides incorrect data of a beneficiary in a payment order and the Institution executes the payment order in accordance with such information provided by the Customer, it shall be acknowledged that the Institution properly executed the payment order of the Customer. In such case, the Institution shall fail to reimburse to the Customer the funds transferred.
- 11.22. When funds are reimbursed to the Customer due to doubts which are raised to the Institution by the payment transaction or due to reasons that do not depend on the Institution, the funds reimbursed shall be credited to a Bank Account but the commission paid by the Customer for the execution of such payment operation shall not be reimbursed, whereas the Institution may charge a commission for the reimbursement of funds under the Agreement.
- 11.23. When the Institution cannot credit the amount of funds provided in a payment order of the Customer to a beneficiary due to errors and/or inaccuracies made by the Customer therein, the payment order may be cancelled at the Customer's (payer's) request, whereas the funds shall be reimbursed to the Customer (payer) where technically feasible and the beneficiary's consent to reimburse the funds to the Customer (payer) is received.
- 11.24. The Customer (payer) shall be entitled to the reimbursement of the whole amount of an authorised and executed payment transaction of a beneficiary or initiated by the beneficiary provided that the following conditions are

fulfilled: 1) exact amount of the payment transaction is not indicated when authorising the payment order; 2) the amount of the payment transaction exceeds the amount which the Customer (payer) could reasonably expect upon the consideration of its former expenses, the terms and conditions of the Agreement and other circumstances, except for the cases related to currency exchange when exchange rate agreed by the Customer (payer) with the Institution in accordance with the procedure laid down in the Agreement and/or legislation is applied while performing the payment transaction. At the request of the Institution, the Customer (payer) must provide data on conditions specified in this Clause.

11.25. The Parties shall agree that the Customer (payer) shall not be entitled to the reimbursement of an amount of payment transactions of a beneficiary or initiated by the beneficiary when the Customer (payer) gives its consent to execute the payment transaction directly to the Institution and the Institution or the beneficiary provides the Customer (payer) with the information on a future payment transaction in the way agreed or ensures the conditions for the access to such information for at least four weeks before the planned execution of the payment transaction, except for the cases direct debit transactions are executed, as provided for in Article 1 of the Regulation (EU) No 260/2012.

11.26. The Customer (payer) shall be entitled to apply for the reimbursement of an amount of an authorised payment transaction of a beneficiary or initiated by the beneficiary within eight weeks upon the day of deducting the funds from a Bank Account.

11.27. Upon the receipt of the application for the reimbursement of an amount of a payment transaction, the Institution shall reimburse the whole amount within ten working days or shall provide the reasons of its refusal to reimburse such amount and when the Customer (payer) is a user, it shall also provide the procedure for the appeal of such refusal.

## **12. ACTIVITIES PROHIBITED**

12.1. Within the whole duration of the Agreement, the Customer shall be prohibited:

12.1.1. to carry out any activity or transaction prohibited under the Agreement and/or applied legislation;

12.1.2. in any way to breach applied legislation and/or lawful interests of the Institution and any third person;

12.1.3. to use the Services for unlawful purposes, including but not limited to fraud, money laundering, terrorist financing, sale of unlawful and counterfeit products and services;

12.1.4. to use the Services aiming to breach any law or legislation;

12.1.5. to breach the Agreement, any other arrangements between the Institution and the Customer, as well as the rules provided by the Institution to the Customer and/or used for the supply of the Services;

12.1.6. to have a negative balance on any Bank Account of the Customer;

12.1.7. to use unlawfully acquired funds;

12.1.8. to instruct the Institution to execute a fraudulent, unlawful payment transaction and/or a payment transaction related to fraud;

- 12.1.9. to use the Services in the way causing to the third persons losses, responsibility or other negative legal, financial affects (complaints, disputes, cancellations, reimbursement fees, penalties, etc.), the damage to the business reputation;
- 12.1.10. to breach the rights of the Institution and third persons to trademarks, copyrights, commercial secrets and other intellectual property rights;
- 12.1.11. anonymously to log in to the Website, Account and/or Bank Account using virtual private networks;
- 12.1.12. to disclose to the third persons' identification means of the Customer, their data, passwords and other personalised security features of payment instruments and to make available to other person the use of the Services on behalf of the Customer;
- 12.1.13. to provide incorrect, misleading, undetailed, uncomprehensive and inaccurate information;
- 12.1.14. to refuse the submission of information and/or documents requested by the Institution;
- 12.1.15. to refuse the cooperation with the Institution investigating the Customer's activity, contracts, transactions and other breaches of the Agreement or legislation;
- 12.1.16. in any way to disturb (including but not limited to technical, IT means, viruses, malware) and to harm the Website, Account, Bank Account, Service supply, hardware, infrastructure and data used by the Institution, as well as their versatility and proper operation.

### **13. SECURITY REQUIREMENTS**

- 13.1. The Customer shall undertake to ensure the security and confidentiality of login data created under the Agreement (including but not limited to logins, passwords, two-factor authentication codes) and of any personalised security features of payment instruments made available to the Customer under the Agreement and data related to thereof, to disclose such data to no third persons. This Customer's undertaking shall be applied both to passwords created by itself and given by any other persons, as well as to other sensitive data.
- 13.2. The Customer shall not be entitled to make available the use of the Services and/or its Account and Bank Account to any third persons without the prior written consent of the Institution.
- 13.3. The Customer must take the following actions in order to protect its login data and payments instruments:
  - 13.3.1. to use unique passwords that should be complex, not related to the Customer and its personal data, consist of capital and small letters, numbers, special symbols, not used elsewhere;
  - 13.3.2. to select appropriate protection means for passwords and other sensitive data;
  - 13.3.3. regularly to change passwords and other sensitive data used;
  - 13.3.4. when the Customer suspects that its password and/or other sensitive data could be available to the third persons, it must immediately in writing (including by email) notice the Institution thereof and change the password or other sensitive data;
  - 13.3.5. wherever possible, to use two-factor authentication codes for the logging up and confirmation of payment orders;

- 13.3.6. regularly, at least once a day, to check its email and Account due to possible notices of the Institution of security breaches and/or unusual behaviour (e.g. logging in to the Account from a new IP address);
  - 13.3.7. when logging in to the Website, Account and Bank Account, to make sure that this the Website, Account and Bank Account of the Institution and not of fraudsters (to make sure in the correctness of the internet address, the use of HTTPS, etc.);
  - 13.3.8. appropriately to protect all hardware and other means used for the logging in to the Website, Account and Bank Account, as well as other payment instruments made available to the Customer under the Agreement (including but not limited to the use of access passwords to such hardware/means, PIN codes, etc.), whereas upon the loss of such hardware and means, immediately in writing (including by email) to notice the Institution thereof and to take actions for the blocking the hardware and means (e.g. data saved in the hardware are remotely erased);
  - 13.3.9. to use antivirus software and other security means recommended by security experts during the use of the Services, regularly to update operational systems and software used in hardware and other means;
  - 13.3.10. regularly, at least once a week, to check payment transactions executed on its Bank Account and to make sure that unauthorised payment transactions of the Customer have not been executed;
  - 13.3.11. regularly, at least once a month, to check IP addresses used logging in to its Account or Bank Account;
  - 13.3.12. upon the completion to use the Website, Account, Bank Account and other payment instruments under the Agreement, immediately to log out of and to close them;
  - 13.3.13. to provide personal data and data related to the Agreement and Services only to the Institution and governmental authorities;
  - 13.3.14. to fulfil other security instructions indicated by the Institution to the Customer.
- 13.4. The Customer must immediately, but not later than within one working day, notice the Institution of unauthorised or inappropriately initiated or executed payment transaction submitting a written notice (including by email) or a notice by its Account.
  - 13.5. The Customer must immediately, but not later than within one working day, notice the Institution of the loss, theft, misappropriation or unauthorised use of login data and payment instrument and apply to the Institution for the blocking its Bank Account or other payment instrument and the supply of the Services made available under the Agreement. The Customer may orally file such application by the contact telephone number indicated on the Website but it must immediately confirm this application in writing (including by email).
  - 13.6. After the receipt of the Customer's application, the Institution shall block a Bank Account or other payment instrument and the supply of the Services made available under the Agreement.
  - 13.7. The Institution shall also be entitled to block the use of a Bank Account or other payment instrument and the supply of the Services made available under the Agreement in the following cases:
    - 13.7.1. due to objectively grounded reasons related to the security of funds, Bank Account of the Customer and/or other payment instruments made available under the Agreement;
    - 13.7.2. when the Institution receives from the Customer no application for the blocking its Bank Account, other payment instrument or the supply of the Services made available under the Agreement but it has the basis

for the assumption that the Account, other payment instrument made available under the Agreement or unpublished information of the Customer is available to the third persons or overtaken in any other way;

- 13.7.3. due to suspected unauthorised and unfair use of funds, Bank Account of the Customer and/or other payment instruments made available under the Agreement;
  - 13.7.4. when a payment instrument is used with a credit line and the risk that the Customer (payer) may fail to fulfil its payment obligations significantly raises;
  - 13.7.5. when the Customer fails to provide the Institution with the information and/or documents required under the Agreement and legislation;
  - 13.7.6. when the Institution is raised suspects due to the identity of the Customer and/or its representative and/or the source of its funds (reasonability of transaction);
  - 13.7.7. when the Institution has the basis for the assumption that a Bank Account, other payment instrument made available under the Agreement and/or funds are used or may be used unlawfully, unfairly or for the commitment of a criminal act;
  - 13.7.8. when the Customer breaches the Agreement and/or legislation;
  - 13.7.9. in other cases, provided for in the Agreement and legislation.
- 13.8. In the cases of blocking, the Institution shall notice the Institution by email or in other way agreed by the Parties of the blocking a Bank Account or other payment instrument made available under the Agreement and blocking reasons, if possible, before the blocking the Bank Account or payment instrument and not later than immediately after their blocking, except for the cases such information should weaken the security means and should be prohibited by applied legislation.
- 13.9. The Institution shall unblock a Bank Account or other payment instrument made available under the Agreement or shall replace them with a new Bank Account or payment instrument when the reasons for the blocking the Bank Account or payment instrument disappear.
- 13.10. The Institution shall notice the Customer of the fraud suspected or committed or other security threats by email and when it is suspected that the third persons have access to the Customer's email, the Customer shall be noticed thereof by registered post.
- 13.11. When the Customer suspects that its identification data or funds on its Bank Account was stolen, the Institution shall additionally recommend to appeal to enforcement authorities with regard to thereof.
- 13.12. When a Bank Account or other payment instrument made available under the Agreement is used by an authorised person through the fault of the Customer, the instructions received by the Institution regarding the submission, execution, amendment or cancelation of a payment order shall be deemed as given by the Customer.
- 14. SERVICE LIMITS**
- 14.1. The Institution shall be entitled at its own discretion, without indicating the reasons, to determine to the Customer the Service limits, i.e. to restrict the scope of the use of the Services and/or transaction amounts.

- 14.2. Information on the Service limits generally applied to all Customers shall be included in annexes of the Agreement.
- 14.3. Information on the Service limits applied to the particular Customer shall be indicated on the Customer's account.
- 14.4. The Customer shall be entitled in writing (including by email) to apply to the Institution for the revocation or increase of the Service limits applied to it. The Institution shall reserve the right to dismiss such application of the Customer without indicating the reasons.

## **15. RULES OF COMMUNICATION AND CUSTOMER SERVICE**

- 15.1. The Institution shall send any notices to the Customer by email or shall submit them on its Account.
- 15.2. The Customer shall send any notices to the Institution by email or shall submit them on its Account, as well as it may appeal to the Institution by the contact data submitted on the Website. The Institution shall be entitled to require from the Customer the submission of a notice in a particular case in the way and form required, whereas the Customer shall undertake at its own expense to fulfil this requirement.
- 15.3. The Customer may also review notices submitted on the Account by logging in to its Account at any time.
- 15.4. When notices of the Institution are not related to personal, unpublished, confidential data of the Customer or other sensitive data, such notices may be published by the Institution on the Website.
- 15.5. Notices, information or documents produced by the Institution shall be acknowledged as received by the Customer on the day of their sending when they are sent by email or on the third working day upon their sending when they are sent in other way than by email.
- 15.6. Notices, information or documents produced by the Customer shall be acknowledged as received by the Institution when the Institution confirms to the Customer that a certain notice, information or document is received.
- 15.7. Notices and information related to payment orders, their submission, execution, cancelation and annulment, payment transactions and their data shall be provided by the Institution to the Customer on the Account. At the request of the Customer, these notices and information shall be provided to the Customer free of charge at least once a month by email.
- 15.8. The Customer shall undertake regularly, at least once a working day, to check its email, Account, Website or other communication means for the purpose of making sure whether the Institution has sent an actual notice to the Customer.
- 15.9. Notices shall be sent and other communication of the Parties shall be carried out in the language agreed by the Parties during the signing up by the Customer.
- 15.10. The Customer shall be entitled to receive from the Institution free of charge in writing or by email the information on the terms and condition of the Agreement and the Service supply, as well as at any time to get access to the terms and condition of the Agreement and the Service supply on the Website.
- 15.11. At the request of the Institution, the Customer must at its own expense produce all documents and information required by the Institution within the terms specified by the Institution.

15.12. The Customer shall be entitled to be actively involved into any investigations related to its activities or the use of the Services, to cooperate providing the Institution with all necessary information and documents. The Institution shall be entitled at its own discretion periodically to investigate the Customer's activities.

## **16. VALIDITY AND DURATION OF THE AGREEMENT**

16.1. The Agreement shall enter into force when the Customer commences the signing up on the Website.

16.2. The Agreement shall be concluded for indefinite time and shall be valid until its termination.

## **17. AMENDMENT OF THE AGREEMENT**

17.1. The Institution shall be entitled unilaterally to amend the Agreement.

17.2. The Customer shall not be entitled unilaterally to amend the terms and conditions of the Agreement.

17.3. The Institution shall notice of the amendments of the Agreement making them publicly available on the Website and/or submitting them to the Customer by email at least 60 days before the day of entering of the amendments into force.

17.4. The Customer may accept or cancel such amendments before the proposed day of entering of the amendments of the Agreement into force. The Customer must in writing (including by email) notice the Institution thereof.

17.5. When the Customer disagrees with the amendments of the Agreement, it shall be entitled to terminate the Agreement without paying a commission by noticing the Institution in writing (including by email) not later than before the day of entering of the amendments of the Agreement into force.

17.6. When the Customer fails to notice of its disagreement with the amendments before the proposed day of entering of the amendments of the Agreement into force, it shall be acknowledged that the Customer accepts the amendments of the Agreement, whereas the amendments shall enter into force on the indicated day of entering into force.

17.7. The Parties shall agree that exchange rate changes shall be immediately applied without a separate notice when the amendments are related to the main exchange rate. The Parties shall agree that exchange rate changes may be at any time reviewed by the Customer on its Account and the Institution shall not send additional notices regarding thereof to the Customer.

## **18. SUSPENSION OF THE SERVICES**

18.1. The Institution shall be entitled unilaterally, without the Customer's consent and notice, to suspend the Service supply, to restrict the Customer's access to the Account and Bank Account or to apply other similar restricting measures to the Customer in any of the following cases:

18.1.1. when the Customer breaches the terms and conditions of the Agreement or the threat of such breach raises;

18.1.2. when the Customer breaches legislation under applied law or the threat of such breach raises;

- 18.1.3. when the Customer's behaviour is unlawful, unfair, misleading, criminal or when the threat of such behaviour raises;
  - 18.1.4. when suspension or restriction is mandatory under applied law;
  - 18.1.5. when suspension or restriction is required by the governmental authorities (including but not limited to the Financial Crime Investigation Service, courts, bailiffs);
  - 18.1.6. when the Customer's actions and/or omission causes or may cause damage to the Institution or other third persons;
  - 18.1.7. when the Institution suspects that the Customer breaches the requirements for the prevention of money laundering and terrorist financing and international sanctions and/or is involved into money laundering or terrorist financing;
  - 18.1.8. when the Customer aims to act anonymously;
  - 18.1.9. when the Institution has suspicions due to the lawfulness and/or reasonability of payment transactions of the Customer and the source of funds;
  - 18.1.10. when the Institution learns about insolvency, bankruptcy, liquidation, incapacity, death of the Customer;
  - 18.1.11. when the Customer fails to provide the Institution with the information indicated or requested or provides the information contrary to the terms and conditions of the Agreement and the instructions of the Institution;
  - 18.1.12. the Customer does not use the Services for more than one year;
  - 18.1.13. when the Customer notices or the Institution learns in other way and/or suspects that the threat raises to the security, theft or loss of the Service supply, Website, Account, Bank Account, other payment instruments or payment transactions made available to the Customer under the Agreement, their unauthorised or unfair use, data provisioning to the third persons not related to the Customer, criminal act;
  - 18.1.14. in other cases, provided for in the Agreement.
- 18.2. Suspension or restriction of the Services shall be continued until the disappearance of reasons of such suspension or restriction.
- 18.3. Suspension or restriction of the Services shall not exempt the Customer from the liability to fulfil to the Institution the obligations provided for in the Agreement that have appeared before the suspension or restriction of the Services.

## **19. TERMINATION OF THE AGREEMENT**

- 19.1. The Customer may at any time to terminate the Agreement after noticing the Institution thereof in writing (including by email) at least 30 days before the intended date of the termination of the Agreement.
- 19.2. The Institution may terminate the Agreement after noticing the Customer thereof in writing (including by email) at least 60 days before the intended date of the termination of the Agreement.



19.3. The Institution shall be also entitled unilaterally, out of court, to terminate the Agreement when:

- 19.3.1. the Customer essentially breaches the Agreement;
- 19.3.2. the Customer breaches legislation under applied law;
- 19.3.3. the Customer fails to fulfil the obligation to cooperate and to provide information;
- 19.3.4. the Institution is not able to recognise the Customer or update its data;
- 19.3.5. the Customer does not meet the risk tolerance criteria specified by the Institution;
- 19.3.6. the Customer breaches the terms and/or conditions of settlement under the Agreement.
- 19.3.7. the Customer does not use the Services for more than one year;

19.4. After termination of the Agreement, electronic money held on a Bank Account shall be redeemed and the funds receivable by the Customer after the redemption of electronic money shall be transferred to the Customer in accordance with the procedure for redemption of electronic money provided for in the Agreement.

19.5. In the case of termination of the Agreement, the Institution shall be entitled to deduct a commission, forfeit, losses outstanding before the termination of the Agreement or other amounts payable to the Institution.

## **20. CONFIDENTIALITY**

20.1. The Parties shall undertake orally, in writing or in other way for indefinite time within the duration of the Agreement and after its expiry to disclose confidential information to no third parties, i.e. no personal, commercial, technical, technological, business, financial and other information on another Party learnt during the execution of the Agreement.

20.2. When the Customer is raised doubts due to the confidentiality of a certain information, the Customer must behave with such information as with the confidential information until the receipt of a written confirmation of the Institution that such information is confidential.

20.3. The obligation of confidentiality shall not be applied for information that:

- 20.3.1. became public and freely available;
- 20.3.2. is disclosed to the third party upon the prior consent of another Party;
- 20.3.3. is disclosed when fulfilling a lawful order of a court or a governmental authority.

20.4. The Customer confirms and agrees that the Institution shall be entitled to disclose the confidential information to the third parties and partners supplying the Services and/or involved into the Service supply.

## **21. RESPONSIBILITY**

- 21.1. When the Customer is a payer and the Institution does not require a safer confirmation of authentication, the Customer (payer) shall be charged with losses arisen of unauthorised payment transactions only subject to its unfair conduct.
- 21.2. The Customer (payer) shall not be charged with losses arisen of a payment instrument lost, stolen or misappropriated provided that it notices the Institution of the loss, theft or misappropriation of the payment instrument or its unauthorised use, except for the cases of unfair conduct of the Customer (payer).
- 21.3. Unless the Institution ensures the conditions for noticing at any time of a payment instrument lost, stolen or misappropriated, the Institution shall be charged with losses arisen of unauthorised use of the payment instrument, except for the cases of unfair conduct of the Institution.
- 21.4. When a payment order is directly initiated by the Customer (payer), the Institution shall be responsible to the Customer (payer) for the appropriate execution of the payment transaction unless the Institution has been learnt and may confirm to the Customer (payer) and payment service provider of a beneficiary that the payment service provider of the beneficiary received the amount of the payment transaction as established in Article 46 of the Republic of Lithuania Law on Payments. In such case, the payment service provider of the beneficiary shall be responsible to the beneficiary for the appropriate execution of the payment transaction, and when the Customer is a beneficiary, the Institution shall be responsible to the Customer (beneficiary) for the appropriate execution of the payment transaction.
- 21.5. When the Customer is a payer and the Institution assumes the responsibility in accordance with Clause 21.4 of the Agreement, the Institution shall immediately reimburse to the Customer (payer) an amount of a payment transaction failed or inappropriately executed and shall restore a balance of a Bank Account from which this amount was deducted and which should be retained unless the inappropriately executed payment transaction was executed.
- 21.6. When the Customer is a beneficiary and the Institution assumes the responsibility in accordance with Clause 21.4 of the Agreement, the Institution must immediately credit an amount of a payment transaction to a Bank Account of the Customer (payer) and/or enable the Customer (beneficiary) to dispose this amount. When the Institution, upon the receipt of an amount of a payment transaction designed for the Customer (beneficiary), cannot credit this amount to a Bank Account of the Customer (beneficiary), the Institution shall immediately, not later than within 2 working days, reimburse the amount of the payment transaction to the payer.
- 21.7. When a payment transaction is failed or inappropriately executed after the direct initiation of the payment order by the Customer (payer), at the request of the Customer (payer), the Institution shall in any case take measures to find out the payment transaction and to notice the Customer (payer) of the results of the search. The Customer (payer) shall not be charged with a commission for that.
- 21.8. When a payment order is initiated by the Customer (payer) that is a payer or the payment order is initiated through the Customer (payer), the Institution shall be responsible to the Customer (payer) for the appropriate transfer of the payment order to a payment service provider of the payer. When the Institution is responsible in accordance with the present Clause of the Agreement and the payment order is not transferred to a payment service provider of the payer, the Institution must immediately transfer this particular payment order to the payment service provider of the payer.
- 21.9. When the Customer is a beneficiary, the Institution shall be responsible to the Customer (beneficiary) for the processing of a payment transaction initiated by the Customer (beneficiary) or through the Customer (beneficiary) under the provisions laid down in Article 49 of the Republic of Lithuania Law on Payments. The

Institution must enable the Customer (beneficiary) to use an amount of the payment transaction immediately following crediting this amount to a Bank Account of the Customer (beneficiary).

21.10. When the Customer is a beneficiary and when a payment transaction initiated by the Customer (beneficiary) or through the Customer (beneficiary), for which the Institution assumes no responsibility under the Agreement, is failed or inappropriately executed, a payment service provider of a payer shall be responsible to the payer for that.

21.11. The obligation provided for in Clause 21.10 of the Agreement is not applied to a payment service provider of a payer provided that the payment service provider of the payer proves that a payment service provider of a beneficiary has received an amount of a payment transaction even if the transaction was delayed. In such case, the payment service provider of the beneficiary must prevent the beneficiary from incurring any losses due to interests payable to or receivable from the payment service provider (in comparison with the situation if the transaction was appropriately executed).

21.12. When the Customer is a beneficiary and when a payment transaction initiated by the Customer (beneficiary) or through the Customer (beneficiary) is failed or inappropriately executed, at the request of the Customer (payer), the Institution shall in any case take measures to find out the payment transaction and to notice the Customer (payer) of the results of the search. The Customer (payer) shall not be charged with a commission for that.

21.13. The Institution shall reimburse to the Customer a commission payable by the Customer in the result of the failure or inappropriate execution of payment transactions.

21.14. The Customer shall be responsible for:

- 21.14.1. appropriate fulfilment of the Agreement;
- 21.14.2. appropriate fulfilment of lawful instructions of the Institution;
- 21.14.3. lawfulness of its actions related to the fulfilment of the Agreement and the use of the Services;
- 21.14.4. correctness, accuracy, completeness, comprehensiveness, validity of information, documents, data produced to the Institution and payment orders;
- 21.14.5. use of a Bank Account and the Services and for the executed payment transactions and contracts, except for the cases a theft of login data of the Customer and/or means used for logging in or other unlawful disposal without the Customer's fault is proved;
- 21.14.6. timely noticing the Institution of any amendment of data of the Customer and/or required for the execution of the Agreement;
- 21.14.7. regular verification of a Bank Account and/or correctness/lawfulness of payment transactions, as well as noticing the Institution of deviations.

21.15. The Institution shall not be responsible for:

- 21.15.1. loss of login data, passwords or other personalised security features of payment instruments of the Customer and/or making them available to the third parties and for any losses arisen thereof;
- 21.15.2. operation and/or failure of internet and other communication means and networks;

- 21.15.3. operation and/or failure of technical equipment and/or software used for the access to the Services and for any losses arisen thereof;
  - 21.15.4. correctness and accuracy of payment orders and payment transactions submitted by the Customer and for any losses arisen thereof;
  - 21.15.5. actions of the third persons with a Bank Account and payment transactions of the Customer provided that such actions are determined by the Customer's actions (including but not limited to the non-fulfilment of obligations under the Agreement and/or legislation) or they appear due to circumstances beyond control of the Institution, as well for any losses arisen thereof;
  - 21.15.6. actions, omission and errors of the third parties that are involved into settlement of accounts and payment transactions and are not under control of the Institution, as well for any losses arisen thereof;
  - 21.15.7. termination of the Agreement and/or suspension in the Service supply, as well for any losses arisen thereof;
  - 21.15.8. disorders on the Website and/or in the Service supply provided that they last for more than 24 hours or are appeared through the fault of the Institution, as well for any losses arisen thereof;
  - 21.15.9. contracts concluded between the Customer and the third persons while using the Services, as well for any losses arisen thereof;
  - 21.15.10. non-fulfilment of the obligations specified in the Agreement provided that such non-fulfilment of obligations is determined by following legislation and requirements of governmental authorities, as well for any losses arisen thereof.
- 21.16. The Institution shall indemnify only limited direct losses and shall assume in each case no responsibility for any indirect losses of the Customer (including but not limited to foregone income, profit, loss of reputation) arising when the Customer uses the Services and/or on any other basis. When the Institution breaches the Agreement, an amount of losses payable by the Institution to the Customer in each case of causing losses shall not exceed an average of a commission paid by the Customer to the Institution for the Services for the previous three months before the breach, except for the case the limitation of responsibility is prohibited by applied law.
- 21.17. The Customer shall undertake to indemnify all losses incurred by the Institution.
- 21.18. When the Customer breaches the terms for the fulfilment of its obligations, it shall pay penalties of 0,05% of timely unpaid amount for each day of delay.
- 21.19. The Parties shall be exempted from responsibility for the non-fulfilment of the Agreement provided that they prove that the Agreement was not fulfilled due to the appearance of force majeure. The Parties must in writing (including by email) notice each other of the appearance of the force majeure disturbing to fulfil the Agreement within 14 (fourteen) calendar days upon the appearance of the force majeure.

## **22. SETTLEMENT OF DISPUTES**

- 22.1. Any disputes unsettled by negotiations or in other pre-trial ways shall be settled in a relevant court of the Republic of Lithuania by the seat of the Institution.

- 22.2. Before the appeal to a court, the Customer must refer to the Institution within 30 calendar days upon the day it was or had to be learnt of the breach of the rights or interests of the Customer in order to settle a dispute out-of-court. The Customer must file a claim in writing (including by email) and attach detailed evidence grounding its claim and requirements. The Institution shall reply to the Customer's claim within 30 calendar days upon its receipt unless it notices the Customer of other term of its reply upon the assessing a scope of a particular claim or requirements of the Customer.
- 22.3. When a dispute arises, the Institution shall be entitled to retain an amount of funds of the Customer being the subject of the dispute unless the completion of the dispute.
- 22.4. When the Customer is a Consumer, it may appeal to the Bank of Lithuania with regard to a dispute arisen in accordance with the Rules of the Procedure of Out-Of-Court Settlement in the Bank of Lithuania of Disputes between Consumers and Financial Market Participants. Contact data of: Supervision Service of the Bank of Lithuania, Žirmūnų st. 151, LT-09128 Vilnius, Republic of Lithuania, email: pt@lb.lt, www.lb.lt.
- 22.5. Before the appeal to the Bank of Lithuania, the Customer (Consumer) must in writing refer to the Institution indicating circumstances of a dispute and its request. The Customer (Consumer) must refer to the Institution not later than within 3 months upon the day when the Customer (Consumer) has or had to be learnt about the breach of its rights or lawful interests.
- 22.6. The institution shall consider a written appeal of the Customer (Consumer) and shall submit a written reply (including by email) within 15 working days upon the receipt of the appeal. When the Institution cannot consider the appeal of the Customer (Consumer) within 15 working days, it shall give to the Customer (Consumer) a provisional reply and shall indicate the reasons of its delayed reply to the appeal of the Customer (Consumer) and the deadline for the receipt of the final reply by the Customer (Consumer). In such case, the final reply shall be given by the Institution not later than within 35 upon the receipt of the appeal from the Customer (Consumer).
- 22.7. Appeals of the Customers (Consumers) shall be considered by the Institution free of charge.
- 22.8. When the Customer (Consumer) is not satisfied with a reply of the Institution, the Customer (Consumer) shall be entitled within one year after the appeal to the Institution to file in writing or by email to the Bank of Lithuania an application for the consideration of the dispute between the Institution and the Customer (Consumer).

## **23. APPLIED LAW**

- 23.1. The Agreement and its interpretation shall be governed by law of the Republic of Lithuania.

## **24. FINAL PROVISIONS**

- 24.1. When any of such provision is or becomes invalid or determined as unlawful or non-fulfilled, the validity of other provisions of the Agreement shall remain unchanged and binding the Parties. An invalid, unlawful and non-fulfilled provision must be replaced with a valid, lawful and fulfilled provision which economic and legal purpose should be the nearest to the invalid, unlawful or non-fulfilled provision.
- 24.2. Each Party confirms that it has obtained all permits and licences required by applied law to perform actions necessary for the performance of the actions necessary for the execution of the Agreement and carrying out its activity.

24.3. The Customer shall not be entitled to assign its rights and obligations arising of the Agreement to the third parties without the prior written consent of the Institution. The Institution shall reserve the right at any time to assign its rights and obligations arising of the Agreement to the third parties without the prior written consent of the Customer, except for the cases such assignment shall not be allowed under applied law.

**25. ANNEXES TO THE AGREEMENT**

25.1. The annexes specified in the Agreement shall be the inseparable and integral part of the Agreement.

25.2. Unless otherwise specified, the annexes regulating the supply of the particular Services shall be applied to the Customer upon the expression by the Customer its intention to use the particular Service.

25.3. When any contradictions and discrepancies regarding the Agreement and its annexes appear, the terms and conditions provided for in the annexes should be followed.

25.4. The binding annexes to the Agreement are the following:

25.4.1. Service Price List.