



# TERMS AND CONDITIONS

Applicable to natural persons

2021-12-15

## TERMS AND CONDITIONS

Terms and Conditions (hereinafter referred to as **Contract**) constitutes the business conditions of the company UAB "Phoenix Payments", company code 304920426, with a registered office at Švitrigailos g. 11M, 03223, Vilnius, Lithuania, (hereinafter referred to as the **COMPANY**), registered in the Register of Legal Entities of the Republic of Lithuania, drawn up in accordance with Lithuanian law.

The Company is granted with the electronic money institution license by the Bank of Lithuania. The COMPANY is supervised by the Bank of Lithuania located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. More information about the Bank of Lithuania is detailed by this link <https://www.lb.lt/en/>. Data about the COMPANY is collected and stored at the Register of Legal Entities of the Republic of Lithuania.

### 1. DEFINITIONS

The following definitions when used in this Contract or any document referred to herein shall have the following meaning:

- 1.1. **Account** means the electronic money and payment account the Customer has opened or is about to open with the COMPANY;
- 1.2. **Business Day** means a day established by the COMPANY on which the COMPANY participating in the execution of a payment transaction, carries out activities necessary for such payment transaction. THE COMPANY may establish different Business Days for the provision of different services and/or for the execution of different payment transactions. Unless the Contract or its annexes establishes otherwise, a Business Day of the COMPANY means a day, other than Saturday or Sunday, or other national holiday day, set forth by the legal acts of the Republic of Lithuania;
- 1.3. **Confidential Information** means any information which is marked as "Confidential" or "Proprietary" or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, business plans, data, strategies, methods, customer and Customer lists, technical specifications, transaction data and customer data shall be deemed confidential;
- 1.4. **Consumer** means a natural person who operates under this Contract and does not pursue aims which are not consistent with business, commercial or professional activity of this person;
- 1.5. **Contract** means this framework contract and its annexes, if any.
- 1.6. **Customer** means a natural person who uses or has requested to use the services provided by the COMPANY as the payer and/or the payee;
- 1.7. **Customer's Account** means the Customer's profile in the COMPANY's system.
- 1.8. **Commission fee** means a fee (charge) applied by the COMPANY for the payment transaction and/or related payment services, services linked to the Account or which is related to these services;
- 1.9. **Durable medium** means any instrument which enables the Customer to store information addressed personally to that Customer in a way accessible for

future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;

1.10. **Electronic money** means electronically, including magnetically, stored monetary value as represented by a claim on the COMPANY which is issued on receipt of funds for the purpose of making payment transactions as defined in point 5 of Article 4 of Directive 2007/64/EC, and which is accepted by a natural person other than the COMPANY;

1.11. **Funds** means banknotes and coins, scriptural money or electronic money;

1.12. **Payment order** means any instruction (payment request) by the payer or payee to his payment service provider requesting the execution of a payment transaction;

1.13. **Payment transaction** means 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;

1.14. **Party** means the COMPANY or the Customer;

1.15. **Payment instrument** means any personalized device and/or certain procedures agreed between the Customer and the COMPANY and used by the Customer for the initiation of a Payment order;

1.16. **Payer** means a natural person who holds a payment account and allows a Payment order from that payment account, or, where there is no payment account, a natural person who gives a Payment order;

1.17. **Payee** means a natural or legal person who is the intended recipient of funds which have been the subject of a Payment transaction;

1.18. **Services** means the services provided by the COMPANY under this Contract;

1.19. **Statement** means a document prepared and provided by the COMPANY, which includes information about Payment transactions executed during the specific period of time;

1.20. **Strong customer authentication measures** means an authentication based on the use of two or more elements categorized as knowledge (something only the Customer knows), possession (something only the Customer possesses) and inherence (something the Customer is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data;

1.21. **Third party** means any natural or legal person, other than the Parties;

1.22. **Unique identifier** means a combination of letters, numbers or symbols specified to the payment service user by the payment service provider and to be provided by the payment service user to identify unambiguously another payment service user and/or the payment account of that other payment service user for a payment transaction. The Unique Identifier may be the individual number by IBAN number;

1.23. **Foreign country** means a country other than a member state;

1.24. **Member State** means a Member State of the European Union, of the European Economic Area, as well as Monaco, San Marino and Switzerland.

## 2. APPLICATION OF THE CONTRACT

2.1. In addition to the Contract, relationships pertaining to the provision of Services shall also be governed by laws and other legal acts of the Republic of

Lithuania, fees list and additional annexes signed by the Parties as well as the principles of soundness, justice and fairness in the provision of Payment services.

2.2. The present Contract determines the main terms and conditions applicable in the relationships between the Customer and the COMPANY when the Customer registers in the COMPANY's system, opens an Account and uses other Services provided by the COMPANY.

### 3. SERVICES PROVIDED BY THE COMPANY

3.1. The COMPANY provides the following services:

- Issuance of payment accounts with individual IBANs for Euro currency
- Execution of payment transactions, including transfers of funds on a payment account with the user's payment service provider or with another payment service provider
- Issuance and redemption of electronic money.

### 4. ACCOUNT OPENING AND CUSTOMER'S IDENTIFICATION

4.1. The Customer must first submit the application of registering and opening the Customer's Account at the COMPANY, complete the Customer's questionnaire and upload all requested documents:

4.1.1. Natural persons – the Customer shall provide including, but not limited to the following information and documents to the COMPANY – ID card or passport, which shall indicate at least name, surname, personal code, date of birth and etc., the filled Customer's questionnaire, other information or documents, which the COMPANY may request based on the individual circumstances and which would allow the COMPANY to verify the Customer's identity;

4.1.2. The Customer is informed and agrees that the COMPANY has the right to require the Customer to provide the original documents and/or the copies of documents approved by a notary or another person authorized by the particular state.

4.1.3. In specific cases in order to ensure the Customer identification or to perform other necessary duties, the COMPANY has the right to demand the Customer to complete specific procedure (e.g. WeChat, Skype and/ or Viber video call) indicated by the COMPANY.

4.1.4. The Customer confirms that all the data provided during the registration process is correct and up-to-date. During the ongoing business relationship, if there are any changes in the provided data, the Customer is obligated to provide updated information as soon as possible, but not later than 5 (five) Business Days after the changes.

4.1.5. Before registering in the COMPANY's system, the Customer has a possibility to get acquainted with this Contract which is available on the COMPANY's website [...] both in English and Lithuanian language. After the Customer reads the current version of this Contract, the Customer shall mark the relevant "check-box" by pressing "yes". In case if Customer chooses to press "no" or does not mark any

“check-box”, it means that contractual relationship is not started between the COMPANY and the Customer.

**4.1.6.** The COMPANY has the right to refuse to register the new Customer without indicating the reasons, however, the COMPANY assures that the refusal to register will always be based on significant reasons which the COMPANY does not have to or does not have the right to reveal.

**4.2.** Once the documents and information provided by the Customer is checked by the COMPANY and there is no basis which may allow to refuse to provide Service in accordance with applicable laws, the Customer is entitled to start to use the Services provided by the COMPANY and the Customer’s Account.

**4.3.** The Customer is entitled to open one account unless the COMPANY explicitly approves the opening of additional accounts.

## **5. TERMS OF ELECTRONIC MONEY ISSUANCE AND REDEMPTION**

**5.1.** Money held on Customer`s Account is considered Electronic money which shall be issued by the COMPANY after the Customer`s transfer or deposit money to the Account. After a deposit performed by the Customer or money transfer to Customer`s Account and after the COMPANY receives the money, the COMPANY credits it to the Account, at the same time issuing Electronic money at the nominal value. The Electronic money is credited to and held on the Account.

**5.2.** The specific method of depositing or transferring funds to Customer`s Account is selected by the Customer in the Customer’s Account by choosing particular function, which contains instructions for depositing money for each mean of payment.

**5.3.** The COMPANY shall issue Electronic money at par value on the receipt of funds from natural or legal persons.

**5.4.** The Customer is informed and acknowledges that the Electronic money held on Customer`s Account is not a deposit and the COMPANY does not, in any circumstances, pay any interest for Electronic money held on Customer`s Account and does not provide any other benefits associated with the time period the Electronic money is stored.

**5.5.** At Customer`s request, Electronic money held on Customer`s Account shall be redeemed at their nominal value at any time, unless otherwise agreed by the COMPANY and the Customer.

**5.6.** When Electronic money is requested to be redeemed before the expiry of this Contract, the Customer may request the return of part or all of the monetary value of the electronic money.

**5.7.** The Customer submits a request for redemption of Electronic money by generating a Payment order to transfer Electronic money from the Account held in the COMPANY to any other account specified by the Customer.

**5.8.** No specific conditions for redemption of Electronic money that would differ from the standard conditions for transfers and other Payment transactions performed to the Customer`s Account shall be applied. The amount of redeemed or transferred Electronic money is chosen by the Customer.

5.9. No additional fee for Electronic money redemption is applied. In the event of redemption of Electronic money, the Customer pays the usual Commission fee for a money transfer or withdrawal which depends on the method of Electronic money transfer or withdrawal chosen by the Customer. Standard Commission fees for money transfer or withdrawal are applied.

5.10. When the Customer applies for redeeming Electronic money at the expiration of this Contract or no more than 1 (one) year from the expiration of this Contract, all monetary value of the Electronic money held by the Customer is redeemed.

5.11. Provided that the Customer terminates this Contract and submits the request to close his / her Account and delete Customer`s Account from the COMPANY system, or the COMPANY terminates the provision of the COMPANY` Services to Customer and deletes Customer`s Account from the COMPANY system in cases specified in present Contract, money held on Customer`s Account shall be transferred to Customer`s bank account or to the account in another electronic payment system indicated by the Customer. The COMPANY has the right to deduct from the repaid money the amounts that belongs to the COMPANY (prices for Services provided by the COMPANY and expenses which have not been paid by the Customer, including but not limited to, damages and default interests incurred by the COMPANY due to a breach of this present Contract committed by the Customer, which have been imposed by financial institutions and (or) other competent authority of the state. In the event of a dispute between THE COMPANY and the Customer, the COMPANY has the right to detain money under dispute until the dispute is resolved.

5.12. In case the COMPANY fails to repay the money to the Customer due to reasons beyond the control of the COMPANY (for example, other account indicated by the Customer were money shall be transferred is closed, technical problems incurred by the payment service provider, where the Customer has another account and etc.), the Customer shall be notified thereof immediately. The Customer shall immediately indicate another account or provide additional information necessary to repay the money.

## 6. PROVISION OF THE SERVICES

### 6.1. Authentication data and information to be provided in Payment order

6.1.1. Authentication data for accessing the Customer`s Account are set by the Customer. Authentication data shall refer to:

6.1.1.1. Login name and password. Login name is the combination of the number provided to the Customer after registration process is finished and the COMPANY issued the confirmation that the Customer is able to use the Services. Password - a static alphanumeric string exclusively and personally determined by the Customer. The COMPANY shall not have access to the password, nor shall request it from the Customer at any time.

6.1.1.2. Special code which the Customer will receive to his / he mobile phone after initiating the Payment transaction. The Customer shall confirm the special code received to his / her mobile by entering the password. The Payment transaction shall not be executed without the entering special code.

The maximum time without activity by the Customer after being authenticated for accessing its Account online shall not exceed 5 minutes. After 5 minutes, the session is over and the Customer has to login again. If the authentication data are incorrectly entered three times, the COMPANY shall be entitled to block these authentication data. The Customer shall be alerted before the block is made permanent. In case of

blocking Customer's account in accordance with incorrectly entered authentication data, the Customer shall apply to the COMPANY and make the verification again. Only after the successful verification, the Customer shall be entitled to receive new authentication data on request.

**6.1.2.** Unique identifier shall be provided by the Customer in order for a Payment order to be properly initiated or executed. The COMPANY shall credit the funds to and debit them from the Account according to the Unique Identifier specified in the Payment order received by the COMPANY.

**6.1.3.** The COMPANY is not liable if the Unique identifier is not provided in the Payment order and / or it is incorrectly entered by the Customer. However, the COMPANY shall make reasonable efforts to recover the funds involved in the Payment transaction.

**6.1.4.** The Customer is informed and agrees that the COMPANY has the right to request additional and / or other mandatory information (for example amount and currency, Payee's name, surname / name of the legal entity / code of the payment) which must be submitted to the COMPANY in order to execute properly the Payment order.

**6.2. The form of and procedure for giving consent to initiate a Payment order or execute a Payment transaction**

**6.2.1.** The Payment transaction is considered to be authorized only when the Customer expresses its consent for the execution of Payment transaction.

**6.2.2.** The consent shall be provided to the COMPANY in the form and manner agreed by the Parties. In case if the consent is provided in written, it shall be signed properly by both Parties. The consent may be authorized by using the authentication data – for example the security code given to the Customer by and login details during the time of the creation of the Account. The consent may be expressed by other form and manner needed for the concrete Services and / or indicated in the additional agreement between the Parties.

**6.2.3.** The Consent of the Customer (Payer) shall be submitted prior to the execution of the Payment transaction.

**6.2.4.** In the case of a direct debit, the Customer's (Payer's) consent must be given to the COMPANY and in the cases established by the COMPANY such Consent may be given to the Payee or to the Payee's payment service provider.

**6.2.5.** The procedure of revocation of the Payment order:

**6.2.5.1.** Consent may be withdrawn by the Payer at any time, but no later than at the moment of irrevocability in accordance with the Clauses 6.2.5.2-6.2.5.5 of this Contract. Consent to execute a series of payment transactions may also be withdrawn, in which case any future Payment transaction shall be considered to be unauthorized.

**6.2.5.2.** The Customer shall not revoke a Payment order once it has been received by the Company, except for cases provided in this Contract;

**6.2.5.3.** Where the Payment transactions is initiated by or through the Payee, the Payer shall not revoke the Payment order after giving consent to execute the Payment transaction to the Payee;

**6.2.5.4.** In the case provided for in the Clause 6.3.6 of this Contract, the Customer may revoke the Payment order at the latest by the end of the Business day preceding the agreed day.

**6.2.5.5.** Upon expiry of the time limits laid down in the Clauses 6.2.5.2-6.2.5.4 of this Contract, the Payment order may be revoked only if agreed between the Customer

and the Company, and in the cases provided for in the Clause 6.2.5.3 of this Contract, the consent of the Payee is required.

**6.2.6.** The Clause 6.2.5 of these T&C is applicable only in case the Customer is a Consumer.

**6.3. Moment of receipt of the Payment order, requirements applied to the Payment order and refusal to execute the Payment order**

**6.3.1.** The Customer shall ensure that in Customer's Account is enough funds necessary for the execution of the Customer's instructions. If the Customer does not have sufficient funds at the moment when the Customer's instruction is presented, the COMPANY has the right to refuse to execute the Customer's instruction, unless otherwise agreed by the Parties.

**6.3.2.** The COMPANY shall process Payment orders given by the Customer without undue delay, provided that at the moment of maturity there are enough funds on the Customer's Account, from which the payment is to be debited.

**6.3.3.** In case where the Customer is the Payer, the Payment order is considered received by the COMPANY on the day of its reception, or, if the moment of reception of the Payment order is not the Business day of the COMPANY, the Payment order is considered received on the next business day of the COMPANY.

**6.3.4.** The Payment order that was received by the COMPANY on the Business day of the COMPANY, but not on business hours set by the COMPANY, is considered received on the next business day of the COMPANY.

**6.3.5.** Funds from the Payer's Account shall not be debited before the Payment order is received by the COMPANY.

**6.3.6.** If the Customer initiating a Payment order and the COMPANY agree that execution of the Payment order shall start on a specific day or at the end of a certain period or on the day on which the Payer has put funds at the COMPANY's disposal, the time of receipt is deemed to be the agreed day. If the agreed day is not a Business day for the COMPANY, the Payment order received shall be deemed to have been received on the following Business day.

**6.3.7.** Payment orders inside the system of the COMPANY are executed immediately (up to a few minutes, unless the Payment transaction is suspended due to cases set forth by legal acts and this Contract), regardless of business hours of the COMPANY.

**6.3.8.** The COMPANY has the right to record and store any Payment orders submitted by any of the means agreed on with the COMPANY, and to record and store information about all Payment transactions performed by the Customer or according to Payment orders of the Customer. Records mentioned above may be submitted by the COMPANY to the Customer and/or Third party, who have the right to receive such data under the basis set forth in the applicable laws, as evidence confirming the submission of Payment orders and/or executed Payment transactions.

**6.3.9.** The COMPANY has the right to refuse to execute a Payment order in case of a reasonable doubt that the Payment order has been submitted by the Customer or an authorized representative of the Customer, Payment order or the submitted documents are legitimate. In such cases, the COMPANY has the right to demand from the Customer to additionally confirm the submitted Payment order and/ or submit documents confirming the rights of persons to manage the funds held on the Account or other documents indicated by the COMPANY in a way acceptable to the COMPANY at expense of the Customer. The COMPANY is not liable for the losses which may arise due to refusal to execute the submitted Payment order due



to the reason of the refusal to provide additional information or documents by the Customer.

**6.3.10.** The Customer is informed and agrees that the COMPANY has the right to involve Third parties to partially or fully execute the Payment order of the Customer, if the Customer's interests and/ or the essence of the Payment order requires so. In the event that the essence of the Payment order of the Customer requires sending and executing the Payment transaction further by another financial institution, but this institution suspends the Payment order, the COMPANY is not liable for such actions of that financial institution, but makes attempts to find out the reasons for the suspension of the Payment order.

**6.3.11.** The COMPANY has the right to suspend and / or terminate the execution of the Payment order of the Customer, if required by applicable laws or in case it is necessary for other reasons beyond control of the COMPANY.

**6.3.12.** In case the COMPANY has refused to execute Payment order submitted by the Customer, the COMPANY shall immediately, without undue delay, inform the Customer thereon about the reasons for it and the procedure for correcting any factual mistakes that led to the refusal, except when such notification is technically impossible or forbidden by legal acts.

**6.3.13.** The COMPANY shall not accept and execute Payment orders of the Customer to perform operations on the Account of the Customer if funds on the Account are arrested, the right of the Customer to manage the funds is otherwise legally limited, or in case operations are suspended by applicable laws, except for case indicated in the clause 6.3.14 below.

**6.3.14.** Where the applicable laws provide that enforced recovery cannot be applied to a fixed amount of funds in the Consumer's Account, the COMPANY shall ensure that the Consumer has access to those funds.

**6.3.15.** If money transferred by the Payment order is returned due to reasons beyond the control of the COMPANY (inaccurate data of the Payment order, the account of the Payee is closed, etc.), the returned amount is credited to the Account of the Customer. Commission fees paid by the Payer for the Payment order execution are not returned.

**6.3.16.** Payment orders initiated by the Customer may be standard and urgent. The manner of the Payment order is selected by the Customer. If the Customer does not select the Payment order manner, it is considered that the Customer has initiated a standard Payment order.

#### **6.4. The terms of the execution of the Services**

**6.4.1.** The time limits of the execution of Payment transactions to payment accounts and the duration of execution of other Services are specified in present Contract, additional agreements between the Parties or other documents (e.g., requests, applications, questionnaires).

**6.4.2.** When the Payment operation shall be executed in euro in the Republic of Lithuania or other Member States and the Customer is the Payer, the COMPANY ensures that the amount of the Payment operation is credited to the account of the payment service provider of the Payee until the end of the nearest business day, except the exceptions foreseen in clause 6.4.3.

**6.4.3.** Where payment transfers in the Republic of Lithuania are made in euro, the COMPANY shall ensure that after the Payment order is received, the amount of the Payment transaction is credited to the Payee's payment service provider's account on the same Business day if the Payment order is received on that business day by 12 noon. If the Payment order is received after 12 noon, the COMPANY shall ensure that the amount of the Payment transaction is credited to the Payee's payment service provider account no later than the following Business day. Parties can agree,

that the Payment order shall be executed on concrete day or at the end of certain period or at the day when the Payer provides amount to its payment service provider. In such case the payment service provider of the Payer shall ensure that the amount of the Payment transaction is credited to the Payee's payment service provider's account on the day of the execution of the Payment order, and on the next Business day when the Payment order is not executed by the payment service provider.

6.4.4. When the Payment operation shall be executed in the currencies of non-euro area Member States in the Republic of Lithuania and to other Member States and the Customer is the Payer, the COMPANY ensures that the amount of the Payment operation is credited to the account of the payment service provider of the Payee until the end of the nearest Business day but not later than within 4 (four) Business days after receipt of the Payment order by the COMPANY.

#### **6.5. Spending limits for the Payment Transactions**

6.5.1. The Contract or other documents (e.g., requests, applications, questionnaires) may establish a maximum spending limits for Payment Transactions.

#### **6.6. Blocking the Account and / or suspension of the Services to the Customer**

6.6.1. The Customer shall co-operate with the COMPANY to investigate any suspected illegal, fraudulent or improper activity.

6.6.2. The COMPANY is entitled to block the funds collected on the Customer's Account as follows:

6.6.2.1. The COMPANY has a suspicion that the funds collected on the Customer's Account are intended for the commitment of a crime, resulted from the crime or participation thereon;

6.6.2.2. if there is a suspicion that an unauthorized payment transaction was carried out through the Customer's Account;

6.6.2.3. the Customer is in delay in discharging its obligations under this Contract;

6.6.2.4. bankruptcy is declared in respect of the Customer's assets, restructuring is initiated, the bankruptcy petition is cancelled owing to the lack of funds for the remuneration of the trustee in bankruptcy, the Customer enters into liquidation, or the risk of insolvency on the Customer's side excessively increases within a short period;

6.6.2.5. for the purposes of corrective accounting and settlement;

6.6.2.6. the Customer is using the COMPANY Services and fraudulent acts have been proved on the Customer's side or criminal proceedings are initiated against the Customer or its employees in the matter of fraudulent acts; or if actions of the Customer fail to comply with the rules of the COMPANY banking partners and such conduct may cause the COMPANY a damage.

6.6.3. The COMPANY reserves the right to suspend, at any time and at its sole discretion, the Customer Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing funds), inter alia, for audit:

6.6.3.1. where the COMPANY believes it is necessary or desirable to protect the security of the Customer account; or

6.6.3.2. if any transactions are made which the COMPANY in its sole discretion deems to be:

(a) made in breach of this Agreement or in breach of the security requirements of the Customer Account; or

(b) suspicious, unauthorized or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities (The Company reserves the right to suspend/cancel/reject payments or freeze funds for the internal investigation, if possible matches

with OFAC Economic Sanctions Programs are identified); or

**6.6.3.3.** upon the insolvency, liquidation, winding up, bankruptcy, administration, receivership or dissolution of the Customer, or where the COMPANY reasonably considers that there is a threat of the same in relation to the Customer; or

**6.6.3.4.** where anything occurs which in the opinion of the COMPANY suggests that the Customer shall be unable to provide the Customer's products/services and/or otherwise fulfil the contacts that it has with its Customers; or

**6.6.3.5.** if the transactions are for the sale of goods and/or services which fall outside of the agreed business activities of the Customer, or where the Customer presents a transaction and fails to deliver the relevant goods and/or services.

**6.6.4.** The COMPANY will make reasonable efforts to inform the Customer of any such suspension in advance, or if this is not practicable, immediately afterwards and give its reasons for such suspension unless informing the Customer would compromise security measures or is otherwise prohibited by law or regulatory requirements.

**6.6.5.** In addition, the COMPANY reserves the right (at its sole discretion) to suspend the Customer Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing funds) at any time where it is required to do so under relevant and applicable laws and regulations. The COMPANY will make reasonable efforts to inform the Customer of any such suspension unless the COMPANY is prohibited from doing so by law or under an order from a competent court or authority.

#### **6.7. Information provided to the Customer about the Payment transactions**

**6.7.1.** The COMPANY is obligated to provide the information to the Customer (before the execution of Payment order) about the possible maximum terms of the execution of certain Payment order, the payable Commission fees and how this Commission fees are split up.

**6.7.2.** The COMPANY shall provide the Statement to the Customer about the provided Payment transactions, which shows as follows:

**6.7.2.1.** information enabling the Payer to identify each Payment transaction and information relating to the Payee;

**6.7.2.2.** the amount of the Payment transaction in the currency indicated in the Payment order;

**6.7.2.3.** the Commission fees payable for the Payment transactions and how the Commission fees are split up;

**6.7.2.4.** the applicable currency exchange rate and the amount of Payment transaction after the currency exchange rate, in case if during the execution of Payment transaction, the currency was exchange;

**6.7.2.5.** the date of write down of funds from the Account;

**6.7.2.6.** the date of incomes to the Account;

**6.7.2.7.** other information which shall be provided to the Customer in accordance with the applicable laws of the Republic of Lithuania.

**6.7.3.** The Statement is provided through the Account of the Customer.

**6.7.4.** The COMPANY is obligated to inform the Customer about the suspected or executed fraud by other persons or the threats for the security of Services by sending a message within the personal Account of the Customer and by choosing one additional option from the following – by sending the e-mail, by telephone or other method which is at that time safe and the most suitable to the particular situation.

## **7. COMMISSION FEES PAYABLE FOR THE SERVICES PROVIDED BY THE COMPANY, DEFAULT INTEREST AND CURRENCY EXCHANGE**

7.1. The COMPANY shall charge fees related to its standard Services in accordance with this Contract and the fees list which is attached to this Contract and shall be considered as an inseparable part of this Contract. The COMPANY shall charge individual fees to the Customer for non-standards Services not defined herein and/or in the price list and the Customer shall be informed thereon before using such services.

7.2. Unless otherwise indicated, fees are quoted in Euro.

7.3. For the Payment services and / or related services performed by the COMPANY, the Customer shall pay the Commission fee to the COMPANY. The Commission fee is indicated in the fees list and / or the additional agreement with the Customer. In case if the Customer fails to fulfill its obligation to pay the Commission fee to the COMPANY, the Customer shall pay to the COMPANY penalties (the fines or default interest) set forth in the fees list, additional agreement and / or applicable laws of the Republic of Lithuania.

7.4. Any Commission fees payable by the Customer shall be deducted from the Customer account balance. If the Customer account balance is insufficient, or the Customer account balance becomes negative, the COMPANY reserves the right to invoice the Customer for any shortfall.

7.5. Where the COMPANY has no possibility to deduct any Commission fee payable by the Customer for the provided Services from the balance of the Customer Account the COMPANY shall issue the separate invoice for the amount owed. Invoices are payable within 10 (ten) days of the date of the invoice. In case of overdue payments, the COMPANY reserves the right to charge default interest in the amount of 0,02 % and/or terminate this Contract with immediate effect by giving written notice to the Customer.

7.6. In case if during the performance of the Payment transaction there are not enough funds for execution of Payment transaction and payment of Commission fee in the Account of the Customer, THE COMPANY shall have the to refuse not to execute the Payment transaction.

7.7. The currency exchange rates are provided to the Customer before the Payment order.

7.8. Currency exchange is based on the exchange rate of the COMPANY, which is valid at the moment of conversion and is constantly updated and published on website of the COMPANY.

7.9. The COMPANY applies the changed basic exchange rate of currency immediately without a separate notice. The COMPANY informs the Customer about such changes in a manner described in this Contract.

7.10. In case if the currency in which the order to execute the Payment transaction is different than the currency in which the Account is debited, the conversion of such currencies shall be performed in accordance with the procedure established by the COMPANY, which shall be published on the website of The COMPANY.

7.11. If the Customer is a Consumer, at the beginning of each calendar year the COMPANY will provide the Consumer with a Statement of Commission fees related to Consumer's Account. Statement of Commission fees will be provided in Consumer's Account free of charge. In case of termination of this Contract, Statement of Commission fees shall be provided for a period from beginning of calendar year until termination of this Contract day.

## 8. COMMUNICATION BETWEEN THE CUSTOMER AND THE COMPANY

**8.1.** The person who becomes the Customer of the COMPANY confirms that the Customer accepts that all communication, including the personal communication between the COMPANY and the Customer, shall be executed in English. All communication, information about any changes to the Services and the Prices, other important information shall be provided in English, unless Parties agree otherwise by signing additional amendment to this Contract.

**8.2.** The information shall be provided to the Customer personally or by announcing it publicly:

**8.2.1.** the information may be provided personally to the Customer through the Account of the Customer, sent by post to the address of the Customer registration address, via e-mail indicated during the process of application of the opening the Account, by call or SMS using telephone number indicated during the process of application of the opening the Account and other telecommunication instruments, including electronic means;

**8.2.2.** the information may be published on the Website of the COMPANY. The information provided publicly is considered to be duly delivered to the Customer, except the cases of mandatory requirements of the applicable of the Republic of Lithuania and / or the cases when the COMPANY is obligated to inform the Customer personally.

**8.3.** The Customer acknowledges that any communication between the COMPANY and the Customer shall take place personally and primarily through the Account of the Customer and e-mail indicated during the process of application of the opening the Account. Disclosure of any information by the COMPANY through the Account of the Customer and via the e-mail means that the relevant information is duly delivered to the Customer and is effective.

**8.4.** The Customer acknowledges that communication through the Account of the Customer may be done only if the Customer enters into its personal Account by using its login details and other requested personalized security data provided by the COMPANY to the Customer due to the purpose of the Customer's authentication in accordance with the clause 6.1 of this Contract.

**8.5.** E-mail communication is possible to addresses that are given on the website of the COMPANY and the e-mail addresses given by the Customer during the registration session to the COMPANY system. E-mail message is considered to be duly delivered on the following Business Day.

**8.6.** In case of communication by telephone, the Customer shall be verified on the basis of the Customer`s data. Phone communication between the COMPANY and the Customer is possible at times published on the website of the COMPANY. The message given to the Customer through telephone is considered to be duly delivered at the moment of the conversation with the Customer.

**8.7.** In case of communication through the post, letters are delivered to the other party's address. The letter is considered to be duly delivered on the third days after the delivery of the notice informing that the letter cannot be delivered to the other party or that the letter was rejected or was not collected by the other party within the collection period, even if the addressee has no knowledge of the letter.

**8.8.** The information announced on the website, Customer`s account as well as published publicly is considered to be duly delivered on the day of the announcing / publishing such information.

**8.9.** The Customer agrees that the COMPANY may record, with prior notice, any ongoing communication between the COMPANY and the Customer using any available technical means, and will archive all the records, as well as the copies of any information and documents that the COMPANY will receive from the Customer and Third parties. The Customer agrees that the COMPANY may at any time use this information for the purposes stated in this Contract or for ensuring compliance with this Contract.

**8.10.** The Customer is entitled to get the information about this Contract as well as the Contract as itself in paper version or any other durable medium, in which the COMPANY is able to provide such information.

**8.11.** If the Customer would like to contact the COMPANY about a concern relating to this Contract, the Customer may call on 00 370 5 22 99 100 (note: telephone network charges will apply), or contact the COMPANY via in-app support or email [info@phoenix-payments.com](mailto:info@phoenix-payments.com) . The COMPANY will try to resolve any issues the Customers may have about their Account or the Services. The COMPANY shall provide the answer within 15 (fifteen) Business Days of receiving Customer`s concern unless the concern is of a "simple" nature and can be resolved with 1 (one) Business Day from the receipt day. The COMPANY shall inform the Customer if exceptional circumstances arise, in which case it may take up to 35 (thirty-five) Business Days to address Customer`s concern.

**8.12.** The parties shall inform each other without undue delay of any changes to their contact information. Upon the request of the COMPANY, the Customer shall provide the relevant documents proved that the contact information is changed. The failure to fulfill these obligations means that the notice sent on the basis of the latest contact information provided to the other Party is duly delivered and any obligation fulfilled in accordance with such contact information is executed properly. The Customer acknowledge that the COMPANY has the right to inform about the change of its contact information by way of publicly announcement and / or by sending such information via e-mail via e-mail indicated during the process of application of the opening the Account.

**8.13.** In order to protect the Customer`s funds from the possible unlawful acts of Third parties, the Customer shall immediately notify via e-mail indicated during the process of application of the opening the Account in writing of the theft of his / her identity document theft or loss in another way.

**8.14.** The Parties must promptly inform each other of any circumstances relevant to the proper performance of this Contract. Upon the request of via e-mail indicated during the process of application of the opening the Account, the Customer is obliged to provide the such circumstances (for example, a change of the sample signature of the Customer or the Customer`s representative, the initiation and setting-up of the Customer`s bankruptcy, the Customer`s liquidation, reorganization, conversion, etc.) regardless of whether this information has been provided to the public registers.

## **9. AMENDMENTS AND CHANGES OF FEES, TERMS OF THE CONTRACT, TERMS OF SERVICES**

**9.1.** This Contract is subject to be changed from time to time.

**9.2.** The COMPANY has the right to change this Contract, applicable prices and Commission fees and / or the terms of Services by offering the changed Contract to

the Customer personally in paper or other durable medium (through the Customer's Account and additionally informing the Customer by electronically messages (e-mail, short message service (SMS), etc.) sent to the Customer) at least 60 (sixty) calendar days before such changes will entry into force.

**9.3.** The Customer has the right to accept the proposed changes or reject it.

**9.4.** If no objection notice is received by the COMPANY within the time frame stipulated clause 9.2, the Customer is deemed to have accepted the changes and such changes come into force on the date of entry into force. If the Customer agrees with the changes to this Contract, applicable Prices and Commission fees and / or the terms of Services, then the Customer is not entitled subsequently to submit to the COMPANY Customer's objection and / or claims regarding the content of such changes.

**9.5.** The Customer has the right to terminate the Contract immediately at any time and without charges after receiving the information about changes and before any changes stipulated in provided information becomes effective. If the Customer does not use his right to terminate this Contract until the day when such changes come into force, the Customer shall be deemed as accepted the changes to this Contract.

**9.6.** The termination of this Contract in accordance to the clause 9.5. shall not release the Customer from its obligations to the COMPANY arising prior to the date of termination of this Contract to be properly executed.

## **70. SECURITY AND CORRECTIVE MEASURES**

**10.1.** The Customer is responsible for the safety of devices used to log in to the Account, shall not leave them unattended, in public places or otherwise easily accessible to third persons.

**10.2.** It is recommended to update software, applications, anti-virus programs, browsers and other programs in time.

**10.3.** It is recommended to protect devices with passwords, PIN codes or other safety instruments.

**10.4.** It is recommended to evaluate received emails with cautiousness, even if the COMPANY is indicated as the sender. The COMPANY will never request the Customer to download attachments or install software. Attachments to fraud e-mails may contain viruses which can harm devices or pose a risk to the safety of the Customer account.

**10.5.** It is recommended not to click on unknown links, open unknown documents, install software or application from unknown, unreliable sources or visit unsafe websites.

**10.6.** As soon as the Customer is aware of the loss, theft, misappropriation or fraudulent use of a payment instrument, the Customer must immediately notify the COMPANY or any other entity designated by it. The notification shall be submitted to the COMPANY through the Customer's Account and at the same by sending e-mail to the COMPANY or by calling by phone to the COMPANY.

**10.7.** If the Customer notices any suspicious activity on his account and thinks that third persons may have logged in to system for the using of the Services, the Customer shall:

**10.7.1.** immediately inform the COMPANY thereof at any time and in a manner indicated in the Section 8 of this Contract and request to block the Customer's Account;

10.7.2. in order to continue to use the account, the Customer shall change the password, use other additional account confirmation instruments or use safer instruments and delete unsafe additional login confirmation instruments.

**10.8. The blocking of the Account and the payment instrument, if the later has been given to the Customer**

10.8.1. In addition to the clauses of sub-section 6.6, the COMPANY has the right to block the Account (to stop the execution of the Payment transaction at all or partly) and / or the payment instrument if such instrument has been given to the Customer in such cases as follows:

10.8.1.1. in case of the objectively justified reasons related to the security of the funds and / or the payment instrument in the Account, the alleged unauthorized or fraudulent use of the funds and / or the payment instrument in the Account;

10.8.1.2. in case if the Customer does not follow with the terms of the present Contract;

10.8.1.3. in case if the COMPANY has the reasonable suspicions that funds in the Account may be used by the other persons for the unlawful actions, including but not limited to the commission of criminal activities;

10.8.1.4. in case of other basis set forth by applicable laws of the Republic of Lithuania and / or the cases indicated in the additional agreements signed between the Parties.

**10.9. The notices provided by the Customer regarding the unauthorized or improperly executed Payment operations**

10.9.1. The Customer is obligated to check the information about the executed Payment transactions at least 1 (one) time per month, so that the Customer may notice unauthorized or improperly executed Payment transactions and notify the COMPANY in a timely manner.

10.9.2. The Customer is obligated to inform the COMPANY in writing about the unauthorized or improperly executed Payment transactions, including the noticed mistakes, inaccuracies in the extract immediately from the acknowledge of such circumstances and in any case not later than 13 (thirteen) months from the debit date.

10.9.3. In case if the Customer does not notify the COMPANY about the circumstances described in the clause 10.9.2 of this Contract within the terms specified in the same clause 10.9.2 and the additional agreements between the Parties then it shall be considered that the Customer unconditionally confirmed the Payment transactions executed in the Account of the Customer.

**10.10. The liability of the Customer for unauthorized Payments operations and the liability of the COMPANY for the unauthorized Payment operations**

10.10.1. In case if the Customer is the Consumer and he denies the authorization of the executed Payment transaction or declares that the Payment transaction was executed improperly, the COMPANY is obligated to prove that the Payment transaction was authorized, it has been properly registered and was not affected by technical disturbances or other deficiencies in the Services provided by the COMPANY.

10.10.2. In accordance to the terms indicated in the clause 10.9.2 of this Contract or having determined that the Payment transaction was not authorized by the Customer, the COMPANY without undue delay, but no later than by the end of the next Business Day, return the amount of the unauthorized Payment



transaction to the Customer and, where applicable, - restores the balance of the Account from which this amount was written down and which would have existed if the unauthorized Payment transaction had not been executed, unless the COMPANY has reasonable suspicious of the fraud and informs about such suspicious the supervisory authority Bank of Lithuania in accordance with the rules of such notice prepared by supervisory authority Bank of Lithuania.

**10.10.3.** If the Customer is the Consumer, the Customer bears all the losses up to the amount of 50 (fifty) Euros that have arisen due to unauthorized payment transactions if these losses have been incurred due to:

**10.10.3.1.** usage of a lost or stolen payment instrument;

**10.10.3.2.** misappropriation of a payment instrument;

**10.10.4.** The Clause 10.10.4 of this Contract shall not be applied if:

**10.10.4.1.** the loss, theft or misappropriation of a Payment instrument was not detectable to the Payer prior to a payment, except where the Payer has acted fraudulently as defined in the Clause 10.10.7 of this Contract; or

**10.10.4.2.** the loss was caused by acts or lack of action of an employee, agent or branch of the COMPANY or of an entity to which its activities were outsourced;

**10.10.5.** The Payer shall not bear any financial consequences resulting from use of the lost, stolen or misappropriated Payment instrument after notification in accordance with the Clause 10.6 of this Contract, except where the Payer has acted fraudulently.

**10.10.6.** The Payer (who is the Consumer) shall bear all of the losses relating to any unauthorised payment transactions if they were incurred by the Payer acting fraudulently or failing to fulfil one or more of the obligations set out in the point 10.1-10.6 of this Contract and additional agreements signed between the Parties with intent or gross negligence. In such cases, the maximum amount referred to in the point 10.10.4 of this Contract shall not apply. In case of possible fraud made by Customer, the COMPANY informs about such suspicious the Bank of Lithuania in accordance with the rules of such notice prepared by the Bank of Lithuania.

**10.10.7.** If the Customer is not the Consumer, the Customer shall bear all losses for the reasons specified in the Clause 10.10.3 of this Contract, except as otherwise provided in this Contract and / or the additional agreements signed between the Parties.

**10.10.8.** The Account may be blocked by the Customer's initiative and / or the Account (including the payment instrument if such is given to the Customer) may be blocked if the Customer submits a respective request to the COMPANY. The COMPANY has the right to demand that the request submitted by the Customer's oral request to block the Account (including the payment instrument if such is given to the Customer) be subsequently approved in writing or in another manner acceptable to the COMPANY.

**10.10.9.** If the COMPANY has the reasonable doubts that the request indicated in the clause 10.10.9 of this Contract is not submitted by the Customer, the COMPANY has the right to refuse to block the Account (including the payment instrument if such is given to the Customer). In such cases, the COMPANY shall not be liable for any losses that may result from the failure to comply with the said request.

**10.10.10.** Other terms of the liability of the Parties for the unauthorized Payment transactions may be indicated in the additional agreements between the Parties.

#### **10.11. Liability of the COMPANY for proper execution of Payment transaction**

**10.11.1.** If the Customer initiating the Payment order executes a Payment order by identifying a Unique Identifier, such Payment order shall be deemed to be executed properly if it was executed according to the specified Unique Identifier. The COMPANY has the right, but it is not obliged to check whether the Unique Identifier presented in the Payment order received by the COMPANY corresponds to the account holder's name and surname (name).

**10.11.2.** If the Unique Identifier is presented to the COMPANY with the Account to be credited or debited from the Account, the Payment order is deemed to be executed properly if it was executed according to the specified Unique Identifier. If the COMPANY carries out the said inspection (for example, due to the prevention of money laundering risk) and find out clear mismatch between the Unique Identifier submitted to the COMPANY and the account holder's name, the COMPANY shall have the right not to execute such a Payment order.

**10.11.3.** If the Customer (Payer) initiates properly the Payment order and the Payment transaction is not executed or executed improperly, the COMPANY, at the request of such Customer, shall immediately and without charge take measures to trace the Payment transaction and to inform about results of search the Customer.

**10.11.4.** The COMPANY is liable for the properly initiated Payment order with the terms set forth by this Contract and /or additional agreements signed between the Parties.

**10.11.5.** The COMPANY is liable for applying the Commission fees or giving back the already paid Commission fee in case if the Payment order was not executed or executed improperly due to the fault of the COMPANY.

**10.11.6.** The COMPANY is not liable for the indirect losses incurred by the Customer and related to the not executed Payment order or improperly executed Payment order. The COMPANY is liable only for the direct losses of the Customer.

**10.11.7.** The COMPANY is not liable for claims raised between the Payee and Payer and such claims are not reviewed by the COMPANY. The Customer may submit the claim to the COMPANY only regarding the non-performance or improperly performance of the obligations of the COMPANY.

**10.11.8.** Limitations of liability of the COMPANY are not be applied if such limitations are prohibited by the applicable laws.

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

**10.12.1.** The Customer (Payer) shall have the right to recover from the COMPANY the full amount of the authorized and already executed Payment transaction initiated by or through the Payee provided that both of the following conditions are met:

**10.12.1.1.** when authorizing the Payment transaction its precise amount is not specified;

**10.12.1.2.** the Payment transaction amount exceeds the amount which could have been reasonably expected by the Customer (Payer) considering his previous expenditure, terms and conditions of the contract and other circumstances, except for the circumstances relating to the exchange of currency, when upon executing the Payment transaction the currency exchange agreed between the Customer (Payer) and the COMPANY was applied. If, upon giving his consent to execute the Payment transaction, the Customer (Payer) indicates the maximum permissible

amount of such Payment transactions (one Payment transaction or several such Payment transactions executed over a certain period), it shall be considered that such particular maximum amount of the Payment transactions could have been reasonably expected by the Customer (Payer).

**10.12.2.** At the request of the COMPANY, the Customer (Payer) must immediately provide information about the existence of the conditions specified in items 10.12.1.1-10.12.1.2 above.

**10.12.3.** The Customer (Payer) shall not be entitled to the refund of amounts of Payment transactions initiated by or through the Payee under clause 10.12.1 of this Contract, if the Customer (Payer) has given consent directly to the COMPANY and the COMPANY or the Payee has furnished the Customer (Payer) in the agreed manner with the information about the future Payment transaction or created conditions to get familiarized with it at least 4 (four) weeks before the planned execution of the Payment transaction.

**10.12.4.** The Customer (Payer) shall have the right to ask the COMPANY to refund the amount of the Payment transaction initiated by or through the Payee within 8 (eight) weeks of the day on which the funds were debited from the Account.

**10.12.5.** Upon receipt of the request of the Customer (Payer) to refund the Payment transaction amount, the COMPANY shall refund the full amount within 10 (ten) Business Days of the COMPANY or shall state the reasons for its refusal to refund such amount and the procedure of appealing against the refusal. If the Payment transaction amount is refunded to the Payer the Commissions paid to the COMPANY and related with the execution of such Payment transaction shall not be refunded.

**10.12.6.** Conditions of refunding to the Payer the amounts of Payment Transactions initiated by or through the Payee as stated in the Clause 10.12.1-10.12.5 of this Contract will be applied only in case the Customer is a Consumer.

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

**11.1.** During the term of this Contract and thereafter, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other party's Confidential Information to its employees, consultants, advisors or independent contractors and will not disclose the other party's Confidential Information to any third party without the prior written approval of the other party.

**11.2.** Notwithstanding the foregoing, it will not be a breach of this Contract for either Party to disclose Confidential Information of the other Party if required to do so under law or in a judicial or governmental investigation or proceeding.

**11.3.** The confidentiality obligations shall not apply to information that:

**11.3.1.** is or becomes public knowledge through no action or fault of the other Party;

**11.3.2.** is known to either Party without restriction, prior to receipt from the other Party under this Contract, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other Party;

**11.3.3.** either Party receives from any Third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or

**11.3.4.** information independently developed by either Party's employees or agents provided that either Party can show that those same employees or agents had no access to the Confidential Information received hereunder.

**11.3.5.** The Customer agrees for the COMPANY to manage his/ her personal data with an aim to provide Services to the Customer and execute other responsibilities under the present Contract. The COMPANY guarantees security of personal data received while executing the present Agreement. Personal data is used to the extent necessary to execute the present Contract. The above-mentioned personal data cannot be disclosed to Third parties without a consent from the subject of this data, except for cases stated by the applicable law or the present Contract.

**11.4.** The main principles of processing of personal data, storage period and other issues are specified in the COMPANY's privacy policy, which is available on the website of the COMPANY. The Customer acknowledges that he/ she has got acquainted with the privacy policy of the COMPANY and it will comply with all of the terms and conditions provided in this policy.

## **12. TERM AND TERMINATION**

**12.1.** Unless otherwise agreed in writing, this Contract has been made for indefinite period.

**12.2.** The Customer may at any time terminate this Contract by notifying the COMPANY at least 30 (thirty) days prior to the date of termination.

**12.3.** The COMPANY may terminate this Contract by notifying the Customer 60 (sixty) days prior to the date of termination.

**12.4.** The COMPANY may also terminate this Contract by notifying the Customer 60 (sixty) days prior to the date of termination, if the Customer has not made any Payment transactions for more than 12 (twelve) consecutive months. Before the termination based on such legal basis as defined in this Clause 12.4, the COMPANY contacts with the Customer due to the clear up of the necessity of opened Account for the Customer. In case if Customer has not made any Payment transaction for more than 12 (twelve) month, the COMPANY follows the Decision of the Director of Supervisory Department of the Bank of Lithuania dated 18 of December 2017 No. 241-229.

**12.5.** This Contract may be terminated by mutual agreement between parties.

**12.6.** The COMPANY may terminate this Contract immediately if the COMPANY reasonably suspects or determines that the Customer:

**12.6.1.** is in violation of applicable laws or regulations including those connected with anti-money laundering or counter-terrorist financing;

**12.6.2.** has provided false or misleading information or documentation to the COMPANY, failed to provide the documents and information connected with its Account and using the Services or failed to keep such documents and information up-to-date;

**12.6.3.** is using the Services to make or receive payments for activities related to those provided in the restricted activities, or;

**12.6.4.** is otherwise using the Services for malicious, illegal or immoral purposes.

**12.7.** If it is allowed to do so under the applicable laws and regulations, the COMPANY will notify the Customer about the underlying reasons of termination of this Contract as soon as possible.

12.8. Upon termination of this Contract, the Customer will receive – on a paper version or on other durable medium – the breakdown of all Payment transactions completed throughout the entire term of this Contract, up to 36 months before the date of termination.

12.9. The termination of this Contract shall not release the parties from their obligations to each other arising prior to the date of termination of this Contract to be properly executed.

### 13. PROTECTION OF RIGHTS OF THE CUSTOMER, PROCEDURE OF OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES, DISPUTES RESOLUTION

13.1. The disputes between the COMPANY and Customer shall be solved through negotiations.

13.2. In case if the dispute cannot be solved through negotiations, the Customer can submit a complaint by post or e-mail, specifying Customer's name, contact details, relevant information, which would indicate why the Customer reasonably believes that the COMPANY violated the legal rights and interests of the Customer while providing the Services. The Customer can add other available evidence that justifies the need for such a complaint. If the Customer would like to submit a formal complaint, the Customer shall send the email to [info@phoenix-payments.com](mailto:info@phoenix-payments.com).

13.3. Upon receipt of a complaint from the Customer, the COMPANY confirms receipt of the complaint and indicates the time limit within which the reply will be submitted. In each case, the deadline for submitting a reply may vary as it directly depends on the extent and complexity of the complaint filed, but the COMPANY will make the maximum effort to provide the response to the Customer within the shortest possible time, but not later than 15 (fifteen) Business Days. In case if the COMPANY is not able to provide the final answer within 15 (fifteen) Business Days, the COMPANY shall inform the Customer about that and indicate the time when the answer will be provided, however the term shall not be longer than 35 (thirty-five) Business Days. The complaints submitted by the Customer are solved free of charge.

13.4. **Dispute resolution.** If the Customer is a Consumer, the Customer has the right to apply to the Bank of Lithuania for the settlement of a dispute with the COMPANY, which is an alternative dispute resolution between financial service providers and a Consumer institution in accordance with the following terms and procedures:

a. before applying to the Bank of Lithuania for dispute settlement, the Customer must apply to us, specifying the circumstances of the dispute and your claim. The Customer shall apply to the COMPANY no later than within 3 months from the day when the Customer became aware of possible violation of the Customer's rights;

b. in the event where the COMPANY's reply does not satisfy the Customer or the Customer has not received the COMPANY's reply within the terms specified in the Clause 13.3 of this Contract, the Customer shall have the right to apply to the Bank of Lithuania for the dispute settlement within 1 year after the COMPANY has been contacted. Upon expiration of this term, the Customer loses the right to apply to the Bank of Lithuania for the same dispute;

c. The Customer may apply to the Bank of Lithuania for a dispute with the COMPANY:

- via the electronic dispute settlement tool "E-Government Gateway";
- by filling in the Consumer Application Form available on the website of the Bank of Lithuania and sending it to the Bank of Lithuania Supervision Service at Žalgirio g. 90, LT-09303, Vilnius, Lithuania, or by e-mail [pt@lb.lt](mailto:pt@lb.lt);
- by filling in the free form application and sending it to the Bank of Lithuania Supervision Service at Žalgirio g. 90, LT-09303, Vilnius, Republic of Lithuania, or by e-mail [pt@lb.lt](mailto:pt@lb.lt).

d. More information on the dispute settlement procedure is available on the website of the Bank of Lithuania: <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>.

**13.5. Dealing with complaints.** When the Customer considers that the COMPANY has violated the legislation regulating the financial market, the Customer has the right to file a complaint with the Bank of Lithuania regarding possible violations of financial market legislation.

**13.6.** The Customer's complaint to the Bank of Lithuania may be submitted in writing or electronically:

**13.6.1.** at the address: Totorių g. 4, LT-01121, Vilnius, Republic of Lithuania or Žalgirio g. 90, LT-09303, Vilnius, Republic of Lithuania;

**13.6.2.** sending a complaint by e-mail: [info@lb.lt](mailto:info@lb.lt) or [pt@lb.lt](mailto:pt@lb.lt);

**13.6.3.** sending by fax (8 5) 268 0038;

**13.6.4.** filling in an electronic link in the designated section of the Bank of Lithuania website;

**13.6.5.** by other means specified by the Bank of Lithuania.

**13.7.** In case if the dispute cannot be settled through negotiations, disputes may be solved in the courts of the Republic of Lithuania in accordance with the procedure set forth by the laws of the Republic of Lithuania.

#### **14. FINAL PROVISIONS**

**14.1.** The law of the Republic of Lithuania is applicable to this Contract, its annexes, and relations of the Parties that are not regulated by this Contract, including cases when a dispute between the Customer and the COMPANY falls within jurisdiction of a court of another state.

**14.2.** In case the Customer is a Consumer and this Contract is concluded via electronic channels, the Contract will take effect upon expiry of 14 (fourteen) days after the day on which this Contract was concluded.

**14.3.** The Customer, who is a Consumer, may renounce this Contract concluded by the method described above without any charge within 14 (fourteen) days after the day on which this Contract was concluded by giving the COMPANY a notice through the Customer's Account and by other electronic means (e.g. by the e-mail, by telephone).

**14.4.** Customer may not transfer or assign any rights or obligations he may have under this Contract without the COMPANY's prior written consent. The COMPANY reserves the right to transfer or assign this Contract and all rights or obligations under this Contract with prior notice to the Customer accordingly to the rules and procedures set forth in this Contract at least 60 (sixty) calendar days before such changes will entry into force. The Customer has the right to accept that changes or reject it. If the Customer does not agree with the such changes, the Customer has the right to immediately and without no commission fee to terminate this Contract until the day the amendments begin to apply expressing a disagreement with the changes. The disagreement shall be provided via Customer's Account and additionally through the e-mail. If the Customer does not use his right to terminate

this Contract until the day when such changes come into force, the Customer shall be deemed as accepted the changes. The foregoing does not apply if either Party changes its corporate name or merges with another corporation.

**14.5. Force Majeure**

**14.5.1.** The COMPANY and the Customer shall not be held liable for the default on, or inadequate discharge of, or for any failure to comply with this Contract, the obligations if such default or inadequate discharge was caused by force majeure (e.g. to acts of God, war, warlike conditions blockade, embargoes, riots, governmental restriction, labor disturbances, wrecks, epidemics, quarantine, fire, flood, earthquake, explosion, any unforeseen change in circumstances, or any other causes beyond its reasonable control);

**14.5.2.** The Customer shall notify the COMPANY about the force majeure on the COMPANY's system, via email or in writing within 10 (ten) calendar days after the day of occurrence of such circumstances.

**14.5.3.** THE COMPANY shall notify the Customer about force majeure circumstances on the COMPANY's system and via email.

**14.6. Mistakes**

**14.6.1.** The Customer who notices that the funds that do not belong to him have been transferred to Account must immediately notify the COMPANY to the effect. In such cases the Customer, as unauthorized beneficiary of transferred funds of the Payment transaction, shall be deprived of the right to dispose of the transferred funds and must forthwith remit such funds to Account designated by the COMPANY.

**14.6.2.** The COMPANY shall have the right to debit the amounts incorrectly credited to the Account through its own fault without a separate consent of the Customer, as unauthorized beneficiary of transferred funds of the Payment transaction and remit such funds to their due beneficiary.

**14.6.3.** If funds available in the Account are already insufficient for the debit of incorrectly credited funds the Customer must repay the respective amount of funds to the account designated by the COMPANY within 3 (three) Business Days of the COMPANY's request.

**14.7.** If any part of this Contract is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Contract, which shall continue to be valid and enforceable to the fullest extent permitted by law.

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