

RULES FOR ISSUE AND USE OF PAYMENT CARDS

Effective date: 1 August 2018

1. GENERAL PROVISIONS

- 1.1. The present Rules for Issue and Use of Payment Cards (hereinafter referred to as the “Rules for Use of Cards”) regulate the procedure for issue, use of and payment by debit, credit cards and credit cards without a credit limit (hereinafter referred to as the “Cards”) and the liability of the Parties while using the Cards.
- 1.2. The Rules for Use of Cards are an integral part of the General Regulations and thus are interpreted together with regard to context.

2. DEFINITIONS

- 2.1. **Reporting period** shall be a calendar month the payments between the Parties are made for.
- 2.2. **Bank** shall be AB Citadele Bank, registration No. 112021619, seat address: K. Kalinausko 13, LT-03107 Vilnius.
- 2.3. **ATM** shall be an automated machine for cash withdrawal and performing other transactions permitted by the Bank.
- 2.4. **Card with contactless payment function (hereinafter referred to as Contactless Card)** – a Card with a functionality to perform Transactions contactless.
- 2.5. **General Regulations** shall be general service rules established by the Bank, which shall be an integral part of this Agreement. General Regulations and amendments and additions thereto shall be made public on the Bank’s website www.citadele.lt. They shall also be available in customer service departments of the Bank.
- 2.6. **CVC** shall be a unique combination of numbers specified on the right side of the obverse side of the Card above the Card number or on the signature strip on the reverse side of the Card (depending on the type and sort of the Payment Card), which shall be used for additional authentication of the Customer.
- 2.7. **CVV2/CVC2 Code** – a three-digit combination for international payment cards issued by the Bank, which is located on the back of the Card next to a signature sample strip of the Card.
- 2.8. **Pricelist** shall be as indicated in the General regulations.
- 2.9. **Instalment** shall be a portion of the repayable amount of the Credit set forth in the Pricelist or the Agreement and paid by the Customer to the Bank.
- 2.10. **Payment Day** shall be the day of each calendar month specified in the Agreement by which the Customer must pay the Instalment.
- 2.11. **Customer** shall be natural or legal person entering into the Agreement, in whose name the Account has been opened and who is issued the Card under procedure set by the Agreement and, if provided by the Agreement, granted a Credit. In the Agreement, the Customer shall also mean the Borrower and the Card Holder, unless the context clearly requires otherwise.
- 2.12. **Card** shall be the electronic means of payment with or without a credit limit issued to the Card Holder by the Bank and serviced by electronic and mechanic card service devices and, in the cases provided by the Mastercard and VISA Regulations, may be serviced without checking the solvency of the Card, i.e. without checking the balance in the Account. In the Agreement, the Card shall also mean the Contactless Card, the Additional Card, unless the context requires otherwise.
- 2.13. **Card Holder** shall be the Customer or a natural person specified by the Customer, whose details are embossed on the card and who has been authorized by the Customer to use the Card and the funds in the Account, including the granted Credit. Credit Card Holder and Borrower (Customer) may be the same natural person.
- 2.14. **Credit** shall be the maximum amount of Bank funds specified in the Agreement and available for use to the Customer under the terms and conditions of the Agreement.
- 2.15. **Credit Repayment by repaying the total Credit amount on a monthly basis** shall be the method of Credit repayment, where the Customer undertakes to repay, on a monthly basis before the Payment Day, the whole amount of Credit used in the Reporting Period and to pay the established rate of Interest for the whole Credit amount used in the Reporting Period. Having repaid the whole amount of used Credit, the Customer shall be entitled to use the Credit again during the period of the Agreement without exceeding the Credit amount stipulated by the Agreement. Before the expiry of the Agreement, the Customer must repay the whole Credit amount to the Bank, pay the established rate of Interest and make other Payments under the Agreement.
- 2.16. **Credit Repayment by periodic payments** shall be the method of Credit repayment, where the Customer undertakes to pay, on a monthly basis before the Payment Day, the Instalment specified in the Agreement or, if not stipulated by the Agreement, in the Pricelist, expressed in percent and calculated from the portion of Credit used in the Reporting Period, and to pay the established rate of Interest for the portion of the Credit amount used in the Reporting Period. Having repaid the specified portion of used Credit, the Customer shall be entitled to use the Credit again during the period of the Agreement without exceeding the Credit amount stipulated by the Agreement. Before the expiry of the Agreement, the Customer must repay the whole Credit

- amount to the Bank, pay the established rate of Interest and make other Payments under the Agreement.
- 2.17. **Credit Repayment without periodic payments** shall be the method of Credit repayment, where the Customer undertakes to pay, on a monthly basis, the established rate of Interest for the portion of the Credit used in the Reporting Period. Before the expiry of the Agreement, the Customer must repay the whole Credit amount to the Bank, pay the established rate of Interest and make other Payments under the Agreement.
- 2.18. **Overdraft** shall be the amount exceeding the credit granted by the Bank. Overdraft may also result from deducting the Payments under the Agreement and/or other Bank charges payable under the Agreement, if the funds in the Account of the Customer or the amount of unused Credit are not sufficient.
- 2.19. **Mastercard** shall be Mastercard International, its branches and associated companies.
- 2.20. **Minimum Instalment** shall be the minimum portion of used Credit repayable on a monthly basis in Account Currency as indicated in the Pricelist; if the minimum amount is reached or exceeded, payment of the Instalment shall be mandatory.
- 2.21. **Payments** shall be the Instalment, Interest, including Interest for the Account or Credit Overdraft, Card issue, annual or monthly fees, Late Payment Interest and other amounts payable by the Customer to the Bank under the Agreement.
- 2.22. **Limit of Transactions** shall be the limit on use of funds in the Account set by the Bank or upon request of the main Card Holder (if any), including the limit on number of transactions and/or amount of funds per day or per month, unless the Pricelist states otherwise.
- 2.23. **Interest** shall be the remuneration expressed in percent and paid by the Customer to the Bank for using the Credit, also for the Credit or Account Overdraft.
- 2.24. **Grace Period** shall be the time period after the Day of Purchase Transaction specified in the Pricelist, during which the Interest for the Credit used in the Purchase Transaction shall not be calculated.
- 2.25. **Interest Payment Day** shall be the last day of each calendar month or, if not separately stipulated by the Agreement, any other day specified in the Pricelist, on which the Customer shall pay the Interest to the Bank for the Credit used in the Reporting Period.
- 2.26. **Additional Card** shall be a Card issued to another natural person (another Card Holder) at the request of the Customer, which shall entitle such person to use the Account and funds therein, including the granted Credit.
- 2.27. **Seller** shall be a company selling goods and/or providing services (store, hotel, restaurant, etc.), which accepts the Card as the means of payment for goods sold or services provided.
- 2.28. **Services** shall be opening an Account, issuing and servicing the Card, granting Credit and other related Bank services provided to the Customer.
- 2.29. **PIN** shall be a combination of numbers (personal identification number) provided to the Card Holder only, which shall be used by the Card Holder for cash withdrawals from ATMs and authentication during purchase or payment transactions by Card.
- 2.30. **Purchase Transaction** shall be a transaction of payment to the Seller for the goods or services, which shall be performed using the Card as the means of payment.
- 2.31. **Application** shall be an application for Bank services in the form set by the Bank filled in by the Customer, which shall be an integral part of the Agreement.
- 2.32. **Account** shall be the Customer's bank account in the Bank specified in the Agreement, including the Card account.
- 2.33. **Account Overdraft** shall be the amount exceeding the permitted limit of Account.
- 2.34. **Account Currency** shall be the currency the Account is kept in, which may be either Euros (EUR) or US dollars (USD).
- 2.35. **Agreement** shall be the agreement for Mastercard or VISA Bank Card, including the Pricelist, General Regulations, Rules for Use of Cards, Information to Depositors and other appendices with all amendments and supplements (if any), which shall be an integral part of the Agreement.
- 2.36. **Period of the Agreement** shall be the period during which the Customer shall be entitled to use the Card and Credit, if granted.
- 2.37. **Party** shall be the Customer or the Bank individually. Parties shall be the Customer and the Bank collectively.
- 2.38. **Means of Authentication** shall be the PIN, CVC, CVV2/ CVC2 of the Card provided to the Card Holder under the Agreement and/or the means granted to the Card Holder for authentication of the Card Holder when performing transactions using the Card as well as other data of the Card or Card Holder in the cases provided by the Regulations of Mastercard or VISA.
- 2.39. **Protection Agreement** shall be the agreement ensuring proper fulfilment of Customer's obligations under the Agreement, which shall be concluded with the Bank separately and shall become an integral part of the Agreement.
- 2.40. **VISA** – VISA Europe, its branches and associated companies.
- 2.41. Other terms used in the Rules for Use of Cards shall be understood as defined in the General Regulations, Payment Rules and/or other appendices to the General Regulations.

3. ISSUE, USE AND VALIDITY OF THE CARD

- 3.1. The Card shall be the property of the Bank and shall be issued by the Bank to the Customer to perform transactions. The Customer's data shall be specified in the Application and the Agreement.
- 3.2. The Card and PIN shall be issued to the Customer at the Bank upon presenting the ID document or may be sent by mail as set out in the Rules for Card Delivery by Post. The Customer is responsible for the risks and takes all responsibility, related to the safety and the terms of receiving the postal deliveries. The Card shall not be issued to another person and shall not be sent

- by mail without Customer's consent. Having received the Card, the Customer must sign it at the specified place.
- 3.3. When issuing a new Card, the Bank shall provide PIN in a closed envelope to the Customer. The Customer shall use the Card's PIN and/or CVC and/or CVV2/CVC2 when performing transactions with the Card. Upon expiry of the Card and renewal of the Card, PIN of the old Card shall remain effective.
 - 3.4. The Card shall be used and serviced and PIN and CVC, CVV2/CVC2 shall be used in accordance with the Application, the Agreement, General Regulations, normative documents approved by Mastercard or VISA and legislation of the Republic of Lithuania.
 - 3.5. The Card shall be valid until the last day (inclusive) of the month specified on the Card. The Additional Card shall be valid until the expiry date specified on the Card but, in all cases, no longer than until the expiry date of the Card.
 - 3.6. After the expiry of the Card or upon termination of the Agreement, the Customer shall not use the Card.
 - 3.7. A new Card shall be issued to the Customer in the Bank against signature after fulfilling terms and conditions of the Agreement. A new Card number may be given to the new Card; however, this shall not affect the validity of the Agreement.
 - 3.8. If the Customer fails to collect the Card within ninety (90) calendar days from the start of validity term, the Bank shall be entitled to destroy the Card without informing the Customer. In such event, the Card and all Additional Cards shall be deemed expired. Upon request of the Customer, a new Card shall be issued under the general procedure of the Bank.
 - 3.9. In the event the Customer is issued the Contactless Card, the Customer must perform the first Transaction using the electronic and mechanic card service devices and entering PIN Code, i.e. inserting the Contactless card in the Merchant Card acceptance device or ATM.
 - 3.10. If the Bank refuses to grant Credit to the Customer on the grounds of the information obtained from registers and information systems used for creditworthiness assessment purposes, the Customer shall be entitled to receive the results of such assessment and the information about the register or public and other information systems wherein his creditworthiness assessment was performed, free of charge.
 - 3.11. If, while using a banking product under which two Cards are issued with respect to one bank account of the Customer, the Customer loses, blocks or replaces one of the Cards for any other reason, both Cards may be replaced. The Customer must address the Bank regarding the replacement of the Cards no later than within thirty (30) calendar days from the day of losing, blocking of the Card or occurrence of any other reasons due to which the Cards must be replaced. If the Customer fails to address the Bank regarding the replacement of the Cards within the specified period of time, the Bank shall be entitled to produce the new Cards without the Customer's request and restrict the Customer's ability to use the previously issued Cards.
 - 3.12. The Bank shall cover Cardholders of VISA X, VISA X Platinum, VISA X Infinite, Mastercard Standard, Mastercard Gold and Mastercard Business by insurance against financial losses during trips abroad and purchase insurance on terms and in insurance company/companies of the Bank's choice. The applicable terms of insurance, insurance rules, contact details of insurance companies and phone numbers in case of an insured event are available on the website of the Bank. The Bank shall have the right to amend the terms of insurance, choose another insurance company/companies and terminate insurance coverage for all or part of the above Card types by publishing the appropriate information on the website of the Bank and in the Internet Banking system at least three (3) days in advance.

4. CARD ACCOUNT

- 4.1. The funds in the Account shall be kept only in the Account Currency specified in the Agreement.
- 4.2. The amount of funds kept in the Account shall not be limited.
- 4.3. The Bank shall send a statement for the Reporting Period to the Customer only by the method selected by the Customer and specified in the Agreement within the first five (5) business days of each month. The statement for the Reporting Period shall not be sent, if there were no transactions performed in the Account during the Reporting Period. All transactions performed in the Reporting Period and other Account information shall be presented in the statement. The Customer shall cover the debt in the Account specified in the statement as soon as possible in accordance with this Agreement. The Customer shall immediately notify the Bank in writing about a change of the place of residence or correspondence address to which the statement for the Reporting Period is sent (if sent by mail). The fact that the Customer has not received or has refused to receive statements for the Reporting Period shall not release the Customer from the duty to fulfil the obligations under the Agreement. If the Customer has not received the statement, except for the cases, when there were no transactions in the Account or the Customer has presented a request to the Bank not to send statements, the Customer shall notify the Bank and find out the reasons for not receiving the statement.
- 4.4. If, upon termination or expiry of the Agreement, there are funds remaining in the Account once all debts of the Customer to the Bank under the Agreement have been covered, the Bank shall have the right to withhold the funds in the Account for a period of sixty (60) calendar days after the expiry of the Agreement, unless legislation of the Republic of Lithuania provides otherwise. After the term provided for herein, or if the Bank decides not to withhold the funds in the Customer's Account upon termination of the Agreement, the Bank shall have the right to transfer the funds remaining in the Account after payment of all debts of the Customer to a bank account held with the Bank or other credit institution indicated by the Customer.

- 4.5. If, upon expiry of the Card and/or Additional Card, there are funds remaining in the Customer's Account and/or the Customer's Account is linked to other product of the Bank, terms of the Agreement regulating handling of the Account shall apply to the Parties, except in cases where the Bank may transfer the funds to other account indicated by the Customer in accordance with the procedure prescribed by the Agreement.

5. PERFORMING TRANSACTIONS IN THE ACCOUNT

- 5.1. Transactions in the Account shall be performed under the direction of the Customer. When so directed by the Customer, the Bank shall also withdraw funds from the Account upon request (direction) of third parties.
- 5.2. An order to perform a transaction in the Account shall be presented to the Bank in writing, using a Card or, if the Electronic Services Agreement has been concluded, electronically or by any other means acceptable to the Bank.
- 5.3. Payment order shall be deemed received at the Bank at the moment of its receipt, if the order for purchase transaction was received electronically by Card and/or using the information of the Card. The duration of performing the payment transaction shall depend on the Seller, payment service provider servicing the Seller, payment transactions processing centre and Mastercard or VISA. In this case, the maximum period of reservation of funds in the Account shall be nineteen (19) calendar days from the moment of receiving the payment order.
- 5.4. Terms of receiving payment orders in the Bank and providing payment services, when the order to perform a transaction in the Account is placed with the Bank without using the Card or its data, shall be specified in Sections 9 and 10 of Appendix 1 to the General Regulations.
- 5.5. The Bank shall be entitled not to fulfil the Customer's orders to perform transactions in the Account, if the funds in the Account are seized or their disposal is otherwise restricted, the validity of the Card is suspended, there are not enough funds in the Account to fulfil the order or the Card and the Account are blocked in accordance with the procedure specified in the Agreement. The Bank shall not fulfil the Customer's orders to perform transactions using the Card, if the Customer has exceeded the fixed Transaction Limits or if during certain time period a certain number of contactless Transactions are being made without entering PIN Code or without signature of Transaction document.
- 5.6. Transaction Limits shall be applied to enhance the security of funds in the Account. The information about the standard limits of number and amount of transactions per day is available on the Bank's website www.citadele.lt and in customer service departments of the Bank. The information about the limits of number and/or amount of transactions per month and/or per day is provided by telephone **19091**, when calling from Lithuania, or by telephone **+370 5 221 9091**, when calling from abroad, or in customer service departments of the Bank. Transaction Limits may be changed upon request of the Customer presented in writing at the Bank or via the online banking system of the Bank.
- 5.7. The Bank shall not fulfil the Customer's orders to perform transactions in the Account, if the orders are not compliant with the terms and conditions of the Agreement and the requirements of the Bank or laws.
- 5.8. Until the Customer covers the debt under the Agreement, the Bank shall be entitled not to make any payments from the Customer's Accounts with the Bank according to payment orders given by the Customer or other persons, and to satisfy the claims of the Bank under the Agreement first.
- 5.9. If the increasing debt under the Agreement leads to the Credit or Account Overdraft, the Bank shall not make any payments from the Account according to payment orders given by the Customer and shall immediately block the Card. The Bank shall resume making payments from the Account and unblock the Card only after the Customer covers the whole debt under the Agreement and pays the Late Payment Interest. Prior to allowing the Customer to make payments from the Account and unblocking the Card, the Bank shall be entitled to perform the actions specified in paragraph 8.3 of the Agreement.
- 5.10. The Customer shall be entitled to perform all transactions in the Account that are allowed by the Bank using a respective Card, including the transactions that will be allowed by the Bank using the Card in the future.
- 5.11. If the Card Holder and the Customer are not the same person, the change of their relations (cancelling a power of attorney, etc.) shall not affect the validity of the Agreement. If the Customer fails to arrive at the Bank and terminate the Agreement or fails to present a request to terminate the Card, the Card Holder shall be entitled to continue performing transactions in the Account using the Card.
- 5.12. The Card may only be used by the Card Holder whose name, surname and signature are on the Card. When withdrawing cash in Bank branches, an ID document of the Customer must be presented, and in ATMs, the signature shall be replaced by PIN. When paying for goods and/or services, the Card Holder shall present the Card, to make sure that the Transaction amount indicated by the Merchant corresponds to the actual Transaction amount (if the indicated amount differs from the actual Transaction amount, the Cardholder has no rights to approve such Transaction), and if requested, enter PIN, and shall receive a receipt bearing the name of the servicing company, the last four numbers of the Card number or the name and surname of the Card Holder, the date of payment by Card, the amount, the currency and the verification code. The Card Holder shall carefully check all information in the receipt. If a transaction is performed using the data encoded in the magnetic strip of the Card, the Card Holder shall confirm the amount by signature. The Card Holder shall keep the document confirming the transaction by Card until the receipt of a statement for the Reporting Period from the Bank, where the transaction is specified. The Card Holder shall sign the document confirming the

- transaction by Card by the same signature as that on the Card, Application and other documents presented to the Bank. The Card Holder may pay for goods and/or services by other means acceptable to the Bank.
- 5.13. Contactless Transactions may be performed without entering PIN Code or signature of the Cardholder on the document certifying the Transaction, if the amount of the Transaction is within the authenticity limits of contactless Transactions to be made in such manner.
- 5.14. The Bank shall be entitled to temporarily suspend the use of the Card due to serious reasons (maintenance, change of software, development, etc.).
- 5.15. If a transaction by Mastercard Card is performed in the currency that is not the Account Currency or euro (EUR), the transaction amount shall be converted to the amount in euro (EUR) on the day of transaction processing (clearing) at the currency exchange rate of the day of transaction processing (clearing) used by Mastercard. The date of transaction processing (clearing) may be not the same day as the day of performing the transaction, because it depends on the time of presenting the transaction to Mastercard. The amount in euro (EUR) shall be converted to the amount in the Account Currency on the day of debiting the funds from the Account at the rate of selling/ buying non-cash funds set by the Bank. If the transaction amount is converted by third parties prior to presenting the transaction for processing by Mastercard, the amount shall be converted according to the currency exchange rates used by such third parties.
- 5.16. If a transaction by VISA Card is performed in the currency that is not the Account Currency or euro (EUR) or in US dollars (USD), the transaction amount shall be converted to the amount in euro (EUR) or in US dollars (USD) on the day of transaction processing (clearing) at the currency exchange rate of the day of transaction processing (clearing) used by VISA International. The date of transaction processing (clearing) may be not the same day as the day of performing the transaction, because it depends on the time of presenting the transaction to VISA International. The amount in euro (EUR) or in US dollars (USD) shall be converted to the amount in the Account Currency on the day of debiting the funds from the Account at the rate of selling/ buying non-cash funds set by the Bank. If the transaction amount is converted by third parties prior to presenting the transaction for processing by VISA International, the amount shall be converted according to the currency exchange rates used by such third parties.
- 5.17. All currency exchange costs shall be borne by the Customer.
- 6.2. The Bank shall be entitled not to perform the payment order presented by Card, if incorrect PIN or CVC was given or not given at all when making the payment and/or the Bank suspects that the payment order was not made by the Card Holder.
- 6.3. Means of Authentication shall have the same legal power as the signature of the Card Holder and neither the Customer nor the Card Holder shall be entitled to dispute the transaction performed by the Bank, if the Card Holder presenting the order was authenticated by the Bank under the procedure set by the Agreement.
- 6.4. The order to perform the payment transaction presented to the Bank by Card using the Means of Authentication granted to the Card Holder or by confirming the payment transaction by the signature of the Card Holder shall be deemed to be consent of the Card Holder to perform the payment transaction, except for the cases, where the Card Holder is able to prove that the order was presented to the Bank by another person not authorized by the Card Holder. If the Bank is able to prove that the procedure of authentication was used by another person due to the fault of the Card Holder, the orders to perform payment transactions shall be deemed to have been made by the Card Holder. The consent of the Card Holder to perform the transaction by Card shall be irrevocable.
- 6.5. The Card shall be held and used by and Means of Authentication shall be known only to the Card Holder. The Card Holder shall keep the Card and PIN safe, shall not write down the PIN and other codes and passwords provided by the Bank on the Card or items stored together with the Card. The Card Holder shall memorize the PIN and immediately destroy the PIN envelope and keep the PIN secret. Under no circumstances shall the Card Holder disclose the Means of Authentication provided by the Bank or make them available to third parties, including Bank employees. If the Card Holder directly or indirectly discloses the PIN or makes it available to third parties, the liability for the transactions performed using the PIN shall be assumed by the Card Holder.
- 6.6. If the Card was lost or stolen or cannot be used by the Card Holder due to other reasons or the PIN becomes known to third parties or the Card Holder suspects that the provided PIN does not ensure the safety of transactions or the Card Holder finds incorrect transactions or transactions not initiated by the Card Holder in the statement for the Reporting Period, the Card Holder shall immediately, but no later than within 48 hours notify the Bank by telephone **19091**, when calling from Lithuania, or by telephone **+370 5 221 9091**, when calling from abroad, and ask to block the Card. If the above circumstances become known to the Customer (in cases where the Card Holder and the Customer are not the same person), the Customer shall also immediately notify the Bank in the procedure set herein and ask to block the Card. The Card Holder shall also be entitled request blocking of the Card for other reasons not specified herein.
- 6.7. If the Card has been stolen, the Card Holder shall notify the nearest police department within 48 hours after the

6. MEANS OF AUTHENTICATION

- 6.1. When using the Card, the Card Holder shall be authenticated by the Bank by the Means of Authentication provided to the Card Holder. Upon the request of the person servicing the Card, the Card Holder shall present the authentication document of the Card Holder requested by such person.

- theft, or, if the Card was otherwise lost, within 48 hours from the moment of noticing that the Card had been lost.
- 6.8. Within no later than fourteen (14) calendar days from a verbal notification specified in paragraph 6.6, the Card Holder shall confirm to the Bank the circumstances, time and place of losing the Card in writing. If the Card Holder fails to confirm the blocking of the Card and the circumstances given in the verbal notification within fourteen (14) calendar days from the verbal notification, it shall be considered that the Card Holder has lost the Card or third parties have found out the PIN due to gross negligence of the Card Holder.
- 6.9. The Card Holder undertakes to provide the Bank with all information necessary to investigate the loss, theft or forgery of the Card.
- 6.10. If, after notifying the Bank about loss of the Card, the Card Holder finds the Card, further use of the Card shall be prohibited. The Card Holder shall return the found Card to the Bank. A new Card shall be issued only after charging from the Account the fee for declaring the Card invalid and/or replacing the Card.
- 6.11. The Bank shall be entitled to block the Card at its own initiative, if the Card Holder violates the terms and conditions of the Agreement or the Bank suspects that other persons are acting on behalf of the Card Holder, the Card may be used for illegal purposes, the Means of Authentication do not ensure safety and in other cases, when the Bank deems it necessary to protect the interests of the Customer.

7. PROCEDURE OF CALCULATION AND PAYMENT OF INTEREST AND OTHER FEES

- 7.1. Interest shall be calculated from the used and outstanding amount of Credit, considering that a year is 365 days (366 days in leap year) and the actual number of days shall be calculated every month. Calculation of Interest shall start on the first day of using the Credit and shall continue until the day of full repayment of the Credit to the Bank. Calculation of Late Payment Interest and termination of the Agreement shall not cancel the calculation of Interest.
- 7.2. The Customer undertakes to ensure a sufficient Account balance on the Interest Payment Day for Interest calculated for the Credit used in the Reporting Period. Otherwise the Customer shall be deemed to have missed the Interest payment term. If the last day of the Agreement is not the same day as the Interest Payment Day, Interest calculated for the last month shall be paid on the last day of the Agreement. Interest shall be paid in Account Currency.
- 7.3. If the Card is subject to the Grace Period, the start of the Grace Period shall be the day of performing the Purchase Transaction. If the Customer fails to repay the Credit amount used for Purchase Transaction within the Grace Period, calculation of Interest for the Credit amount used for Purchase Transaction shall be started at the end of the last day of Grace Period.
- 7.4. Monthly Card fee shall be debited for the current month. Monthly Card fee paid shall be refunded proportionately,

- if the Agreement is terminated before the period, for which the fee has been paid.
- 7.5. The Customer undertakes to pay other amounts payable to the Bank under the Agreement properly and on time. Other amounts payable under the Agreement shall be specified in the Pricelist of the Bank, unless the Agreement provides otherwise.
- 7.6. If the Parties agree on other services not covered by the Agreement, the fees for such services shall be established by separate agreements between the Parties.

8. TERMS AND PROCEDURES OF CHANGING THE INTEREST AND OTHER FEES

- 8.1. The Bank shall establish and change the Interest rate of Credit as well as the terms and conditions regulating the application of Interest under the procedure set by the specific Services Agreement; if the specific Agreement does not cover this, the General Regulations and/or the Pricelist shall apply.
- 8.2. The Bank shall use common calculation methods applicable to respective Credit for establishing the Interest rate and periodicity of Payments.
- 8.3. The Bank shall be entitled to unilaterally change terms and conditions of the Agreement under the procedure set by paragraph 15.5 of the General Regulations, and unilaterally change fees for transactions and services of the Bank provided for in the Pricelist under the procedure set by Section 14 of the General Regulations.

9. CREDIT REPAYMENT

- 9.1. If the method of Credit Repayment by periodic payments is applied with respect to the Customer, the Customer undertakes to pay the Instalments to the Account on a monthly basis before the end of Payment Day throughout the Agreement Validity Period and thus reduce the used amount of Credit by the amount of Instalment. The Instalment shall be equal to the portion of the amount of used Credit (negative balance of the Account) at the end of the Reporting Period expressed in percent and specified in the Agreement or in the Pricelist, if not specified in the Agreement. Having repaid the specified portion of used Credit, the Customer shall be entitled to use the Credit again during the period of the Agreement without exceeding the Credit amount stipulated by the Agreement.
- 9.2. If the method of Credit Repayment without periodic payments is applied with respect to the Customer, the Customer shall not be obliged to repay any portion of used Credit to the Bank during the Period of the Agreement.
- 9.3. If the method of Credit Repayment by repaying the total Credit amount on a monthly basis is applied with respect to the Customer, the Customer undertakes to repay the whole amount of Credit used in the Reporting Period on a monthly basis before the Payment Day during the Period of the Agreement. Having repaid the

whole amount of used Credit, the Customer shall be entitled to use the Credit again during the period of the Agreement without exceeding the Credit amount stipulated by the Agreement.

- 9.4. Regardless of either of the Credit Repayment methods specified in paragraphs 9.1–9.3 is applied with respect to the Customer, before the expiry of the Agreement the Customer must repay the whole Credit amount to the Bank, pay the Interest at the established rate and make other Payments under the Agreement.
- 9.5. The Customer undertakes to pay the Instalment in advance so that the Instalment is credited no later than on the Payment Day as required under the General Regulations; otherwise the Customer shall be deemed to have missed the Instalment payment term.

10. PROCEDURE OF CREDITING AND DISTRIBUTING PAYMENTS TO THE BANK

- 10.1. The Payments shall be credited in the procedure set by the legal acts of the Republic of Lithuania.
- 10.2. Should the Customer miss Payment deadlines, Payment amounts shall be debited under the procedure set by the General Regulations.
- 10.3. If the Bank receives a smaller amount than the Customer's Payments stipulated by the Agreement, the amount received by the Bank shall be distributed in the procedure of distribution of payments as specified in the Agreement. If the particular Agreement does not cover the procedure of distribution of payments, the Bank shall distribute Instalments in the procedure laid down in the General Regulations.
- 10.4. The Bank shall be entitled to debit the funds from the Account without separate notification, if the funds were credited to the Account in error and in other legally groundless cases.

11. LIABILITY

- 11.1. The Bank shall compensate direct damages to the Customer incurred due to non-performed transactions or transactions erroneously performed due to the fault of the Bank, the transactions not initiated by the Customer, errors or inaccuracies attributable to the Bank when fulfilling the obligations under the Agreement.
- 11.2. The Bank shall compensate direct damages to the Customer related to the loss of funds as well as direct damages incurred due to erroneous performance of Customer's transactions caused by the malfunction of Bank's equipment or the Card, except for the cases where the malfunction was deliberately caused by the Customer.
- 11.3. The Customer shall be liable for all transactions performed using the Card and the Means of Authentication provided to the Customer or the signature of the Customer as well as for the correctness of all orders presented using the Card and correctness of other information, and the fulfilment of the Customer's obligations under the Agreement and other obligations related to holding the Card.

- 11.4. If the Client/Payer is the User, the Client may bear the damages incurred due to unauthorized Payment Transactions up to EUR 50¹, if the damages were incurred due to the use of lost or stolen Means of Payment or an unauthorized acquisition of the Means of Payment. If the Client (Payer) is not the User, the Client shall bear all damages incurred due to the specified causes.
- 11.5. The Client shall bear all damages incurred due to unauthorized Payment Transactions, if the Client incurred the damages when acting in unfair manner or failing to fulfil one or more obligations specified in paragraph 6.6. deliberately or due to gross negligence. In these cases, the limit of the maximum amount of losses provided for in paragraph 11.4 shall not apply.
- 11.6. The Bank shall bear all losses resulting from use of the lost, stolen or misappropriated Means of Payment after notification in accordance with paragraph Means 6.6., except as provided in paragraph 11.4.
- 11.7. The Bank shall not be liable for the correctness of the details of payment order presented by the Customer.
- 11.8. The Bank shall not be liable if a third party refuses to accept the Card for payment or to issue cash.
- 11.9. The Bank shall not be liable, if when making a payment by Card, a verification of payment and verification code are not received due to reasons beyond the control of the Bank.
- 11.10. The Bank shall not be liable, if the Customer is not able to use the Card due to the malfunction in telecommunication networks or fault of telecommunication companies or if the information is lost, distorted, etc. due to above reasons.
- 11.11. The Bank shall not be responsible for quality of products and services purchased using the Card as a means of payment.
- 11.12. The Customer shall ensure that the persons who have been provided with Additional Cards at the request of the Customer observe the terms and conditions of the Agreement.
- 11.13. The Bank shall not be liable to the Customer for failure to fulfil the contractual obligations and damages, if the obligations were not fulfilled or the damage was caused during the Bank's performance of the duties set by the laws of the Republic of Lithuania.
- 11.14. The Parties shall not be liable for failure to fulfil the obligations or their improper fulfilment, if it is caused by force majeure. The Parties shall observe the provisions regarding force majeure circumstances set forth by the legal acts of the Republic of Lithuania. If force majeure circumstances continue for more than two (2) months, any of the Parties shall be entitled to terminate the Agreement unilaterally by giving a ten (10) calendar days' notice to the other Party. Upon termination of the Agreement, the Customer shall fulfil all obligations under the Agreement until the day of termination.

¹ This provision also applies to the Payer (natural person) who engages in commercial or professional activities.