

**ELECTRONIC SERVICES PROVISION AGREEMENT FOR "CITADELE"  
 INTERNET BANK No.**

Agreement signing date \_\_\_\_\_

**CUSTOMER (CUSTOMERS) INFORMATION**

Name, family name/ Company's name	<input type="text"/>				
Personal code/ Company's code	<input type="text"/>	E-mail address	<input type="text"/>		
Address	<input type="text"/>				
Customer's bank accounts with AB "Citadele" BANKAS	Running No.	Account No.	Bank branch	Currency letter code (ISO)	Day limit
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**"Citadele" INTERNET BANK SERVICE LEVEL**

Service level	<input type="text"/>
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**MAINTENANCE OF ACCOUNTS**

First user		Second user	
Name, family name	<input type="text"/>	Name, family name	<input type="text"/>
Personal code	<input type="text"/>	Personal code	<input type="text"/>
Address	<input type="text"/>	Address	<input type="text"/>
Telephone	<input type="text"/>	Telephone	<input type="text"/>
User ID	<input type="text"/>	User ID	<input type="text"/>
Registration password	<input type="text"/>	Registration password	<input type="text"/>
Identification tools	<input type="text"/>	Identification tools	<input type="text"/>
Person, authorized to generate operations	<input type="text"/>	Person, authorized to generate operations	<input type="text"/>
Person, authorized to confirm operations	<input type="text"/>	Person, authorized to confirm operations	<input type="text"/>
Notes	<input type="text"/>		
I confirm that I received the undamaged identification tool.		I confirm that I received the undamaged identification tool.	
Personal signature	<input type="text"/>	Personal signature	<input type="text"/>

**PARTIES' SIGNATURES**

I have received, read and undertake to comply with the conditions of the "Citadele" bank electronic services provision agreement, the general rules for the provision of "Citadele" bank services and the applicable rates of Bank services and transactions.  
 I confirm my understanding that transfer of Identification tools and/or disclosure of details to third parties might be used for committing an administrative offence and/or acts of crime and may be subject to administrative and/or criminal liability.

<b>Customer's (-s') signature (-s)</b> _____ Place for seal	<b>Bank employee's signature</b> _____ Place for seal
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# ELECTRONIC SERVICES PROVISION AGREEMENT CONDITIONS

## 1. CONCEPTS

- 1.1. **Account** – Customer bank account (-s) specified in the Agreement.
- 1.2. **Agreement** – Electronic service provision agreement of “Citadele” internet bank and/or “Citadele” SMS bank, entered into between the Bank and the Customer, including all its annexes, amendments and supplements, concluded in a written or any other form deemed to be equivalent to it.
- 1.3. **Bank** – AB “Citadele” bank.
- 1.4. **„Citadele“ internet bank** – the system of managing the account via the internet.
- 1.5. **“Citadele” SMS bank** – system of account maintenance via mobile communication through the exchange of short messages.
- 1.6. **Customer** – natural person or legal entity which entered into an electronic services provision agreement for “Citadele” internet bank and/or “Citadele” SMS bank with the Bank.
- 1.7. **DIGIPASS code generator** – an electronic equipment to generate unique digital codes, which are used instead of the Customer’s written signature and are intended for confirming transfers or instructions sent by the Customer to the Bank through Electronic lines.
- 1.8. **Electronic lines** – “Citadele” internet bank and “Citadele” SMS bank system.
- 1.9. **Identification tools** – User ID, initial password, registration password, DIGIPASS code generator, Password card granted to the User by the Bank or other authentication tools assigned to the Customer and intended for authentication of the User.
- 1.10. **Order** – instruction to the Bank provided via Electronic lines regarding handling of funds on the Account or instruction concerning other Account handling actions or services provided by the Bank.
- 1.11. **Password card** – plastic card with passwords, which are used in place of the Customer’s written signature and are intended for identifying the User and for confirming Orders sent by the User via Electronic lines.
- 1.12. **Service descriptions** – descriptions of “Citadele” internet bank and “Citadele” SMS bank services posted on the webpage.
- 1.13. **User** – Customer or the Customer’s representative named in the Agreement (natural person) who is empowered to manage the Customer’s account/-s via Electronic lines and whose details are provided in the Agreement.
- 1.14. **Webpage** – internet webpage of the Bank located at [www.citadele.lt](http://www.citadele.lt)

## 2. SUBJECT MATTER OF AGREEMENT

- 2.1. This Agreement governs the relations between the Bank and the Customer which arise when the User provides Orders by means of Electronic lines.
- 2.2. Provision of Bank services via Electronic lines is governed by the Agreement, the present Electronic services provision conditions, Service descriptions, general rules for the provision of Bank services, rates of Bank transactions and services and other account handling agreements signed between the Bank and the Customer. Prior to signing the Agreement, the Customer undertakes to read and become conversant with the Electronic services provision conditions, Service descriptions, general rules for the provision of Bank services and rates of Bank transactions and services, which are published on the Webpage, and to follow them.
- 2.3. The Customer and the Bank may agree which Customer Accounts will be handled by means of Electronic lines. If the agreement does not specify otherwise, the User having signed up this Agreement is entitled to manage all Customer accounts opened with the Bank, which the Bank permits to be handled by making operations via Electronic lines, including accounts, which the Bank might open for the Customer in the future after signing the Agreement, and to use other services (including electronically signed agreements) provided by the Bank if the latter permits by means of Electronic lines.
- 2.4. With technical facilities in place, the Bank shall provide access to the User via "Citadele" internet bank to the external portal system of third parties (e.g. the electronic declaration system of the State Tax Inspectorate, “SoDra” electronic service system for insured persons, etc.). The User confirms that they are aware and agree that the Bank will transfer the authentication details of the User who connects to a portal system administered by a third party to that third party.

## 3. OBLIGATIONS OF THE BANK AND THE CUSTOMER/USER

- 3.1. The Bank undertakes to:
  - 3.1.1. for the fee at the rates established by the Bank, issue or replace for the Customer or the User the Identification tools used for submitting Orders;
  - 3.1.2. consider that the User has been identified and provide the User with access to Electronic line services if adequate User Identification tools were used at the time of connecting to Electronic lines. Orders, requests, notifications submitted by the User via Electronic lines and other actions taken via Electronic lines must be verified separately by means of adequate Identification tools;
  - 3.1.3. In line with the terms provided in the general rules for the provision of Bank services, adequately fulfil the Orders submitted by the User via Electronic lines, where:
    - 3.1.3.1. the Orders submitted by the User via Electronic lines to perform transactions on the Account are in line with the terms of the Agreement, the general rules for the provision of Bank services and other requirements established by the Bank;
    - 3.1.3.2. the Account contains sufficient balance to fulfil the submitted Order and the fees for fulfilled Orders have been debited at the rates confirmed by the Bank;
    - 3.1.3.3. the funds contained in the Account have not been seized or subjected to other restrictions on the handling of funds on the Account;
    - 3.1.3.4. the Order is not subject to other limitations provided by law or by the Bank account agreement made between the Bank and the Customer concerning the right or the obligation of the Bank to reject orders to debit funds from the Customer’s Account.

- 3.2. The Customer or User undertakes to:
  - 3.2.1. comply with the provisions set forth in the Agreement;
  - 3.2.2. ensure that Electronic lines are used only by Users named in the Agreement;
  - 3.2.3. consider that the User has been identified and that the Orders, requests and notifications submitted to the Bank and other actions taken via Electronic lines have been duly authorised and assume any obligations arising from such actions where adequate User Identification tools were used at the time of submitting Orders;
  - 3.2.4. ensure security of Identification tools provided by the Bank, refrain from writing down details of Identification tools on items kept together with them, not provide access to and/or the opportunity to handle them to third parties. Forthwith inform the Bank when the Identification tool is lost when overtaken by another person, is missing or cannot be managed by the User for other reasons;
  - 3.2.5. pay transaction and service fees approved by the Bank for issuing and replacement of Identification tools, fulfilment of Orders submitted via Electronic lines and other services provided by the Bank and ensure sufficient balance on the Account to fulfil Orders and to pay applicable fees;
  - 3.2.6. upon expiry and/or termination of the Agreement or at the request of the Bank, the Customer/User must return Identification tools to the Bank.

#### **4. PROVISION, USE, REPLACEMENT AND BLOCKING OF IDENTIFICATION TOOLS**

- 4.1. The Bank and the Customer agree that the Identification tools provided to the User by the Bank will be used to authenticate the User. Where adequate User Identification tools were used at the time of connecting to Electronic lines, the User shall be considered duly authenticated. Orders, requests and notifications submitted by the User via Electronic lines and other actions taken by means of Electronic lines shall be fulfilled only when confirmed with a password from the Password card or the DIGIPASS code generator provided to the User. Orders submitted to the Bank via Electronic lines and confirmed with Identification tools shall be equated at all times to orders to the Bank signed by the Customer and agreements made by the User with the Bank via Electronic lines shall be equated at all times to agreements signed between the Customer and the Bank.
- 4.2. The User can use "Citadele" internet bank services via Internet by getting connected at the address specified by the Bank to the Bank server. The Bank identifies the Customer by the User's User ID, registration password and confirmation password from the Password card or from DIGIPASS code generator. The User ID is assigned to the Customer upon signing the Agreement and it stays valid throughout the entire Agreement validity term.
- 4.3. The Customer uses "Citadele" SMS bank services by means of mobile communication through the exchange of short messages by telephone number specified by the Bank. The Bank identifies the Customer by the Customer specified mobile telephone number and the Customer's registration password. The mobile telephone number shall be specified by the Customer at the time of Agreement signing. The Customer is entitled upon visiting the Bank or using "Citadele" internet bank service to change the number of the mobile phone.
- 4.4. The Customer shall undertake obligation to ensure that the Identification tools are known only to the Customer or the Users specified in the Agreement, and neither the Customer, nor the User shall disclose them to any third party persons. If due to the User's fault the Identification tools have been subjected to unauthorized use, the Bank received payment order, its alteration or withdrawal shall be deemed as presented by the User.
- 4.5. Where the User loses the Password card, DIGIPASS code generator or the mobile phone associated with "Citadele" SMS bank and where suspicions exist that they may have become or become known to a third party, the Customer or the User undertake to forthwith furnish the Bank with a request to block provision of electronic services. The request may be rendered orally (tel.: +370 5 2664600) or by filling in a written application at the Bank office. When filing the request, the Customer or the User must provide their full name, personal number and the reason for blocking the Electronic line service. The Bank shall have the right to request additional information to identify the applicant. The Bank shall block the Electronic line service based on the request received.
- 4.6. The Bank shall have the right to block provision of Electronic line services:
  - 4.6.1. where the Bank was notified of the loss of Identification tools or their disclosure to a third party or there are valid reasons to assume that Identification tools may or have become known to third parties;
  - 4.6.2. where, using "Citadele" internet bank, wrong confirmation passwords from the Password card or DIGIPASS code generator were entered three times in a row or, in the case of "Citadele" SMS bank, a wrong registration password was entered five times in a row.
- 4.7. Blocking of access to Electronic lines shall be removed only after the Customer arrives to the Bank and files a written request. The Bank shall have the right to refuse to remove blocking where there are grounds to assume that the reasons for blocking have not disappeared. Where access to Electronic lines was blocked at the initiative of the Bank, blocking shall be removed only if reasons for blocking no longer exist.
- 4.8. The Bank shall not assume responsibility for loss incurred in connection with blocking and removal of blocking of Electronic lines if the Bank had complied with the terms and provisions laid down in the Agreement.

#### **5. RATES OF FEES**

- 5.1. For issuing or replacement of Identification tools and for using Electronic lines the Customer undertakes to pay the fees at the rates established by the Bank whereas the Bank shall have the right without a separate notice to debit payable fees from any of the Customer's accounts opened with the Bank, unless provided otherwise by Lithuanian legislation.
- 5.2. The Customer represents that at the time of initiating services and transactions they are aware of the rates of Bank services and transactions and agree to pay them.
- 5.3. The Bank shall have the right to change the rates established by the Bank and undertakes to announce this as prescribed in the general rules for the provision of Bank services.

#### **6. PARTIES' RESPONSIBILITY**

- 6.1. The Customer shall assume full responsibility for the correctness of agreements concluded and payment documents entered and confirmed by means of Electronic lines as well as of any data contained therein.
- 6.2. The Customer shall assume full responsibility for all transactions on the Account and agreements made via Electronic lines if adequate Identification tools of the User were used at the time of connecting to Electronic lines.
- 6.3. The Bank's responsibility in identifying the User is limited only to the verification of User's Identification tools.
- 6.4. The Customer and the User are prohibited from using Identification tools to perform or permit third parties to perform any actions intended to modify, disturb or otherwise influence operation of Electronic lines. In the event of any effected or attempted changes, the Bank shall be relieved from any responsibility or obligations in association with the execution of the present Agreement.

- 6.5. Neither Party shall transfer its obligations under the present Agreement to any third party persons without the other Party's written consent, unless it is provided for by the Law.
- 6.6. The Bank shall not assume any liability for the conformity of Customer's payment documents received by means of Electronic lines to their original copies and for the correctness of data contained therein.
- 6.7. The Bank shall not be liable for the Customer's failed use of Electronic lines, loss or distortion of any information, etc. occurred by reason of any fault on telecommunications networks.
- 6.8. In the event of completion by the Bank of the Customer's payment order transferred via Electronic lines, which does not correspond to the original copy of the Customer's order, the Parties, while settling any mutual disputes, shall give priority to the Customer's payment order and its reference data received via Electronic lines.
- 6.9. The Customer or his specified User shall assume solidary responsibility for failed or unsatisfactory execution of the Agreement. If the Customer authorizes the User to maintain the Account, the User shall duly execute any obligations the Customer has hereby undertaken.
- 6.10. The Customer shall have the Bank fully indemnified for any losses incurred in association with the disclosure of Identification tools or loss of Password card, DIGIPASS code generator or mobile phone (if Customer uses "Citadele" SMS bank service), or due to any other breach of the present Agreement, if such losses were incurred by reason of Customer's deliberate intention or due to his heavy negligence.
- 6.11. Loss valued at up to EUR 150 (or the equivalent amount in litas) incurred prior to submission of the notice referred to in clause 4.5 of the Agreement to the Bank shall fall on the Customer. The Bank shall indemnify the Customer for loss incurred following submission of the notice referred to in clause 4.5 of the Agreement. The provision regarding the responsibility of the Bank shall not apply where it is proven that loss was incurred owing to the deliberate actions or gross negligence of the Customer where the Customer fully or partially defaults on their obligations under the Agreement.
- 6.12. The Bank shall not be held liable for any indirect losses the Customer has incurred with respect to the use by him of Electronic lines.
- 6.13. The Bank shall not be liable in the event the User fails to get access to the EDS due to a damage in telecommunications networks or if the authentication data of the STI User being transferred by the Bank are lost or distorted due to this damage.
- 6.14. The Bank shall not assume responsibility for products and services provided by third parties and their quality or for faults in the electronic systems of third parties when the Customer connects to the systems of third parties or pays for products or services provided by third parties by means of "Citadele" internet bank services. The Bank shall not examine complaints regarding the electronic systems of third parties or their products and services and such complaints shall be filed directly to third parties.

## **8. FINAL PROVISIONS**

- 8.1. The present Agreement shall come into force upon signing. The Agreement shall automatically cease its effectiveness on the same day when all account maintenance agreements with the Bank are terminated.
- 8.2. Each party shall have the right to terminate this Agreement unilaterally upon a written notification sent to the other party within at least 30 calendar days in advance, unless provided otherwise in the terms of the Bank account agreement. In this case, the Parties shall fully settle with each other. The fees paid shall not be refunded to the Customer.
- 8.3. The Parties agree that at the Agreement being signed by the Bank and the Customer any former agreements regulating the Parties' relations arising with respect to the use by the Customer of Electronic lines shall be deemed null and void, and in the case of any dispute, the priority shall be given to the most recent agreement between the Parties regulating similar relations.
- 8.4. The Agreement is executed in two counterparts having equal legal effect, one counterpart for each Party.