

## 1. Terms Used in the Terms of Use and Servicing of the Card and Their Explanations

- 1.1. **Account** – the Customer's current account in the Bank, to which the Card is attached.
- 1.2. **Application** – an application in the form approved by the Bank that is completed by the Customer to receive the Service.
- 1.3. **Bank** – AS "Citadele banka" Lithuanian branch, branch code: 304940934, address: K. Kalinausko 13, 03107 Vilnius, e-mail: [info@citadele.lt](mailto:info@citadele.lt).
- 1.4. **Bank ATM** (hereinafter referred to as **ATM**) – a device for performing the Transactions using the Card.
- 1.5. **Card** – a payment card of an international payment card organisation issued by the Bank in plastic form or as a Device Card, or provided as a data solution. For the purposes hereof, a Card shall also mean a Card Derivative, except where different requirements for Card Derivatives and Cards are laid down by these Terms.
- 1.6. **Card Derivative** – a contactless payment tool created by the Bank, which is linked to a plastic card, Device Card data, which is available to the Cardholder as electronic data using Bank's remote management services, e.g., Citadele Online Banking.
- 1.7. **Cardholder** – a Customer or or natural person specified by the Customer in the Application to whom Bank issues the Card according to Service Agreement.
- 1.8. **Card Product** – any offer of payment cards of the Bank specified in the Pricelist, to which a specific range of services is attached, and one or several Cards of a specific type.
- 1.9. **Card with contactless payment function** (hereinafter referred to as **Contactless card**) – a plastic Card or a Device Card with a functionality to perform Transactions contactless.
- 1.10. **Credit Limit** – the maximal amount of funds, which the Bank has allowed to spend in excess of the Customer's funds in the Account, thus creating debit (negative) balance in the Account within the limits of the mentioned amount of funds.
- 1.11. **Credit Limit Agreement** – a written agreement between the Bank and the Customer on assignment of the Credit Limit to the Account.
- 1.12. **Customer** – a legal entity in whose name the Account is opened.
- 1.13. **CVV2/CVC2 Code** – a three-digit combination for international payment cards issued by the Bank (except for *American Express*® international payment cards), which is located on the back of the Card next to a signature sample strip of the Card.
- 1.14. **Device Card** – a Card that can be placed in an appropriate device or attached to a selected surface.
- 1.15. **Interest on Unauthorized Negative Balance** – a remuneration expressed as a percentage specified in the Pricelist, which the Customer shall pay to the Bank for the Unauthorized Negative Balance pursuant to the Service Agreement.
- 1.16. **International Payment Card Organisation** – international company, that determines the procedure of issue and acceptance of payment cards according to the unified standards worldwide of respective brand (for example MasterCard International, Visa International)
- 1.17. **Late Payment Interest** – a remuneration expressed as a percentage specified in the Pricelist, which the Customer shall pay to the Bank, if the Customer has not repaid the Unauthorized Negative Balance until the end of the term stipulated by the Service Agreement.
- 1.18. **Loan** – funds (credit resources) of the Bank, which the Bank allows the Customer to use pursuant to the Credit Limit Agreement.
- 1.19. **Merchant** – an entrepreneur that accepts the Card as a means of payment for goods and services.
- 1.20. **Parties** – the Customer and the Bank.
- 1.21. **Password** – a word specified by the Customer/Cardholder which he/she uses for authentication by phone.
- 1.22. **PIN Code** – a personal identification number known only to the Cardholder used for his/her identification when executing the Transactions using the Card.
- 1.23. **Pricelist** – an effective pricelist for products and services of the Bank.
- 1.24. **Security Code** – a set of data, which is based on the Cardholder's data for authorisation in the Citadele Online Banking and which ensures additional protection for the Transactions performed on the internet.
- 1.25. **Security Deposit** – the Customer's or third party's funds placed as a term deposit or special deposit in the Bank, which are used as financial collateral to guarantee fulfillment of the Customer's obligations before the Bank, which are stipulated in the Service Agreement and/or the Credit Limit Agreement (if such is concluded).
- 1.26. **Service** – issuing of the Card to the Cardholder and servicing thereof, as well as other services of the Bank related to use of the Card.
- 1.27. **Service Agreement** – an agreement between the Bank and the Customer on receiving the Service, which integral parts are the Application and Terms of Service.

- 1.28. **Special Tariffs** – Service conditions and tariffs differing from those referred to in Terms of Service and Pricelist and established by separate internal legal act or agreements with third parties of the Bank.
- 1.29. **Spending Limit** – limitations of the amount of funds available to the Cardholder using the Card, including limitations of a number and/or amount of the Transactions per day/month.
- 1.30. **Terms of Service** – these Terms.
- 1.31. **Transaction** – all transactions that can be performed using the Card as well as information of the Card.
- 1.32. **Unauthorized Negative Balance** – the whole amount of the debit (negative) balance of the Account, if the Account does not have the Credit Limit. The Unauthorized Negative Balance can occur, if the Bank withholds payments related to rendering of the Service and/or concluding the Transaction, and which is due to the Bank pursuant to the Service Agreement and/or the Pricelist, if there are no sufficient funds of the Customer on the Account.

## 2. General Provisions

- 2.1. The Terms of Service govern legal relations between the Customer and the Bank related to issuance, use and servicing of the Card. Using the Card, the Customer/Cardholder can pay for goods and services, withdraw cash from ATMs and in banks, make cash deposit in the ATMs of the Bank, pay bills in the ATMs of the Bank, unblock or change the PIN Code in the ATMs of the Bank.
- 2.2. By signing the Application the Customer certifies that:
  - 2.2.1. the Customer/Cardholder will not use the Card or Service for illegal purposes, including laundering of proceeds derived from crime;
  - 2.2.2. the Card will be used in the Customer's and/or Cardholder's interests and it will not be used upon commission of a third party in order to avoid disclosure of the identity of this person;
  - 2.2.3. the Application is signed, expressing the Customer's free will, the Bank has provided the Customer with complete and exhaustive information about the Service, the content, meaning and consequences of the Terms of Service have been discussed, including the procedure for examination of disputes, the Customer acknowledges the Service Agreement as fair, mutually beneficial, voluntarily signs the Application without delusion and deceit, and undertakes to fulfill the Service Agreement;
  - 2.2.4. he/she has read the Terms of Service and General Terms of Business of the Bank, agrees with them and undertakes to observe them, as well as to ensure that the Cardholder reads them and observes them;
  - 2.2.5. understands the risks related to use of the Service;
  - 2.2.6. The Customer agrees that the Bank records telephone conversations between the Bank and the Customer and in case of disputes an audio record may be used as evidence.
- 2.3. If the Application has been submitted to the Bank using the Bank's remote management possibilities (e.g., Citadele Online Banking):
  - 2.3.1. the Customer certifies that the Bank has provided to him/her and he/she has read the information set out in the effective regulatory enactments of the Republic of Lithuania, which is related to remote agreements, that is, agreements that are concluded using the Bank's remote management services, including information about the Bank as a service provider and procedure for execution of the service.
- 2.4. Use of the Card and PIN Code, use and servicing of the CVV2/CVC2 Code or Security Code, receiving, use and servicing of the Account and Card are governed by the Service Agreement, General Terms of Business of the Bank, regulatory documents approved by the International Payment Card Organisations (depending on the type of the Card) and the effective regulatory enactments of the Republic of Lithuania.
- 2.5. The terms used in the Terms of Service refer both to single and plural forms. The titles of sections are only provided to improve readability and shall not be used to interpret the content. The terms used in the Terms of Service, if their explanations are not provided in Clause 1 of the Terms of Service, are used within the meaning of the General Terms of Business of the Bank, Terms of Use and Service of Citadele Online Banking and other Terms of Service of the Bank.
- 2.6. For communication by phone with the Customer/Cardholder, for example, to receive information regarding a Card or Transactions, to suspend (block) and/or renew (unblock) the operation of the Card, and for carrying out other actions accepted by the Bank, the Bank shall authenticate the Cardholder by the use of the Password. However, the Bank is entitled to also use such data for the identification/authentication of the Customer/Cardholder by phone that is indicated in other Service Agreements entered into by the Bank and the Customer/Cardholder or that are applicable in accordance with the General Terms of Business of the Bank.
- 2.7. The Customer/Cardholder is entitled to request the Bank to change the Password.

2.8. If the person who signs the Application on behalf of the Customer is not legally authorised to represent the Customer, the signing person as an individual is responsible for all obligations of the Customer arising from the Service Agreement.

2.9. The Customer is aware and agrees that during the provision of Services the provisions of the Law on Payments for the application/exclusion of which an agreement is permitted shall be applied only in accordance with such procedures and in such amount to which it satisfies that provided for in the Terms of Service.

### 3. Conclusion of the Service Agreement

3.1. The Service Agreement is concluded on the grounds of the Customer's Application.

3.2. The Bank is entitled not to accept the Customer's Application and/or not to issue the Card without explaining reasons of refusal.

3.3. The Cardholder receives and uses the Card, PIN code, information on CVC2/CVV2 code, as well as personalised access and security elements of the Card/Card data on behalf of the Customer. The Customer shall be responsible for the actions of the Cardholder.

3.4. The Customer /Cardholder receives the Card and PIN code in a special-purpose envelope depending on the type of the Card and the method of use thereof in accordance with another procedure approved by the Bank, including without the previously created PIN code.

3.5. The Service Agreement is considered concluded from the moment when the Customer/Cardholder has an opportunity to start performing the Transactions.

3.6. Within the scope of one Service Agreement, the Bank has the right to replace the card issued to the Customer/Cardholder with a Card of another brand and/or another Card product without a separate consent of the Customer, if the Service fees do not increase as a result of the replacement. If the Customer/Cardholder does not approve the receipt of the Card in accordance with the procedures described later in the Terms of Service, the Service Agreement may be terminated by ignoring the time period referred to in the Terms of Service.

3.7. If the Customer has approved the receipt of the Card, including if the Card has been offered to the Customer upon the initiative of the Bank with an invitation to replace the existing Card with a new one which may differ both by the Card Product and price, and also functionality, it will be assumed that the Customer has agreed to the replacement of the Card and making of the respective amendments to the Service Agreement.

### 4. Use and Service of the Card

4.1. Use of the Card

4.1.1. One basic Card is attached to each Account and one or several supplementary Cards can be attached additionally. Upon the Customer's instruction a basic Card or a supplementary Card is issued to the Cardholder.

4.1.2. If the Card is a plastic card, it contains a magnetic stripe/chip and the following information is specified on the Card: Card brand, Card number, term of validity of the Card, Cardholder's name and surname (except for the Cards, on which such information is not specified according to rules of the International Payment Card Organisations), and also the CVV2/CVC2 Code. The name of the Customer may be specified on the Card.

4.1.3. A Device Card shall contain the following information provided on it: the Card brand, the last four digits of the Card number, and the Card expiry term. The full number of Device Card shall be provided on the plastic frame of the Device Card.

4.1.4. The Card is valid until the last day of the month of the year specified on it. The term of validity of the Card Derivative is linked to the term of validity of the plastic Card.

4.1.5. When the term of validity of the plastic Card expires, a new plastic Card is produced, unless the Customer has instructed otherwise 30 (thirty) business days before the end of the term of validity of the Card. An annual or monthly fee specified in the Pricelist is withheld from the Account. If the Customer/the Cardholder has not collected the Card in the Bank within 3 (three) months after producing of the plastic Card and has not performed Transactions, the Bank is entitled to cancel it without reimbursing to the Customer the commission fees withheld in accordance with this Clause. If the term of validity of all of the Cards attached to the Account is expired and there are no any new active Cards attached to the Account, the Bank is entitled to apply commission fees for maintenance of the Account, specified in the Pricelist, to the Account to which the non-active Card is attached, as well as to terminate the Service Agreement.

4.1.6. Card Derivatives are available for plastic Cards of such brands, which offer activation of Card Derivatives to Cardholders and where such option is available for Cardholders using the Bank's remote management services or according to another procedure approved by the Bank.

4.1.7. The Customer is informed and agrees that if activation of the Card Derivative is available using the Cardholder's individual channel of communication, e.g., Mobile app of Citadele Online Banking, the Cardholder is entitled to activate the Card Derivative using such communication channel, and the Customer recognises such Cardholder's action as binding upon the Customer.

4.1.8. The Card Derivative shall be used for execution of Transactions according to the procedure, about which the Bank has informed the Cardholder in the frame of Card Derivative activation process as well as in accordance with instructions available at places where Cards are accepted.

4.2. Transactions Performed Using the Card

4.2.1. Using the Card that is intended only for cash withdrawal, the Cardholder can withdraw cash from ATMs and make cash deposit in the ATMs of the Bank.

4.2.2. If the Card is the Card of other type, i.e. such Card that is not specified in Clause 4.2.1 of the Terms of Service, the Cardholder may execute Transactions according to the procedure that corresponds to the respective type of the Card. Should there be any doubts or issues that need to be clarified, the Cardholder shall contact the Bank.

4.2.3. At the moment of receiving the Contactless card, the functionality to perform Transactions contactless in the respective Card is not active. In order to activate functionality to perform Transactions contactless and use it, the Cardholder must perform the first Transaction using the contact technology and entering PIN Code, i.e. inserting the Contactless card in the Merchant Card acceptance device or ATM.

4.2.4. If the Card Derivative is activated in the Mobile App of Citadele Online Banking, it is available for use immediately upon completion of activation and it will operate in accordance with setting of the Mobile App, which the Cardholder selects for the Card Derivative in the frame of the restrictions set by the Bank, including the limit (maximal amount) of a contactless Transaction that may be executed without entering the PIN Code.

4.3. Cardholder's Consent to Perform Transactions:

4.3.1. The Card can be used only by the Cardholder:

4.3.2. The Bank assumes that the Cardholder has given his/her consent to perform the Transaction, if the PIN Code entered in the ATM or Card acceptance device/system corresponds to the data encoded in the magnetic stripe/chip of the Card, or if the signature on the document attesting the Transaction is analogous to the Cardholder's signature on the Card signature sample strip and/or Application and/or copy of the document attesting identity submitted to the Bank, or in case of the Transaction, for which entering of the CVV2/CVC2 Code is requested, the entered CVV2/CVC2 Code coincides with the data encoded in the authorisation software of the Bank, or if the Transaction has been additionally confirmed by the Security Code, as well as performing other intentional, definite and sequential activities, as specified in the Card acceptance place, including as specified in the Clause of the Terms of Service.

4.3.3. Contactless Transactions as well as Transactions that may be executed using the Card Derivative may be performed without entering the PIN Code or signature of the Cardholder on the document certifying the Transaction, if the amount of the Transaction is within the limit set out for contactless Transactions;

4.3.4. The Parties confirm that if the Transaction has been approved in any manner mentioned in Clause 4.3.2, such approval is considered to be a consent of Cardholder to perform the Transaction, which legally has equal effect as a consent document signed by Cardholder by hand and, imposing liabilities on the Customer/ Cardholder in accordance with the effective regulatory enactments of the Republic of Lithuania;

4.3.5. As of the moment when the Cardholder has given his/her consent to perform the Transaction, the Cardholder is not allowed to revoke it any more.

4.3.6. The Cardholder's consent to perform the Transaction can be revoked only in case, if the Bank has additionally agreed on it with the Customer/Cardholder. Such agreement is possible, if the Bank can prevent the fulfillment of an order or return the transferred amount.

4.4. In order to increase safety of the Customer's funds on the Account, the Bank sets the Spending Limit for the Card (for the basic Card and each supplementary Card), about which the Customer can receive information in the Pricelist, customer service centres of the Bank, using the Bank's remote account management services or by calling the Bank. The Bank can change the Spending Limit on the grounds of the Customer's application. It is an obligation of the Customer to inform the Cardholder about the Spending Limit set for the Card.

4.5. The Customer is entitled to ensure that the Cardholder observes the Card usage requirements stated in the Clause 4.6. of the Terms of Service.

4.6. The Cardholder is obliged to observe the following requirements for use of the Card:

4.6.1. if the plastic Card is not intended only for cash withdrawal, to sign the plastic Card on the signature sample strip immediately after receipt of thereof;

4.6.2. to store the Card or Card data carrier in the same way as checks and cash and daily check/verify presence of the Card;

4.6.3. to keep the plastic Card and a Device Card away from high temperature, influence of electromagnetic fields and mechanical damage;

4.6.4. to handle the Card, PIN Code, or CVV2/CVC2 Code and Card number as well as other personalised access and security elements of the Card/Card data, including the ones that are necessary for use of the Card Derivative, carefully and thoughtfully, in order to prevent unauthorised persons from using it, not to put down the PIN Code on the Card or other objects that are kept together with the Card. The requirements laid down by this Clause also apply to any plastic Cards and Device Cards at the disposal of the Customer /Card User which are unfit for Transactions;

4.6.5. not to transfer the Card, Card number and other information with regard to the Card to other persons unless this is done in accordance with the Merchant's trading rules. The requirements laid down by this Clause also apply to any plastic Cards and Device Cards at the disposal of the Customer /Card User which are unfit for Transactions;

4.6.6. to make sure that the Merchant accepts the Card as a means of payment only in the presence of the Cardholder and to present a document attesting identity by request of the Merchant;

4.6.7. not to exceed the Spending Limit and Credit Limit;

4.6.8. before approving the Transaction, 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 (taking into account the possible guarantee amount, that may be withheld in certain Transaction types), the Cardholder has no rights to approve such Transaction;

4.6.9. to sign a document attesting the Transaction analogically to his/her signature on the Card;

4.6.10. not to use the Card after the end of the term of validity or when the Card is suspended (blocked) due to any reason including in case of replacement of a Card;

4.6.11. upon request of the Bank, to submit the Card to the Bank immediately;

4.6.12. to submit to the Bank plastic Cards that are invalid for execution of Transactions. If a plastic Card cannot be returned, the Card User is obliged to destroy the plastic body by cutting it so as to make the Card chip and the magnetic strip unusable and to make the personal information provided on the Card unidentifiable;

4.6.13. if the Card is the Card that is intended only for cash withdrawal, to observe the requirements stipulated in Clause 4.6.2, 4.6.3, 4.6.4, 4.6.5, 4.6.7, 4.6.8, 4.6.10, 4.6.11 and 4.6.12 of the Terms of Service.

4.7. Actions in Case of Loss of the Card or Illegal Activities with the Card:

4.7.1. If the Card or Card data carrier is lost or stolen or the Customer / Cardholder has grounds to consider that the PIN/CVV2/CVC2 Code of the Card or other personalised access and security elements of the Card/Card data, including the ones that are necessary for use of the Card Derivative, has become known to an unauthorised person, the Customer /Cardholder shall:

4.7.1.1. immediately 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;

4.7.1.2. or instruct the Bank in written to block the Card, if the Customer uses the Bank's remote account management services, which allow blocking the Card;

4.7.1.3. as far as possible, declare theft or loss of the Card in the police or another responsible institution of the respective country where the theft or loss occurred;

4.7.1.4. upon request of the Bank, provide the Bank with the information available to Customer/Cardholder regarding loss/theft of the Card;

4.7.1.5. immediately notify the Bank by telephone 19091, when calling from Lithuania, or by telephone +370 5 221 9091, when calling from abroad or submit to the Bank the respective application if the lost/stolen Card is found.

4.7.2. Upon receipt of the information stipulated by Clause 4.7.1.1 or 4.7.1.2. of the Terms of Service from the Customer/Cardholder, the Bank blocks the specific Card or, if the Customer is unable to specify the Card number or provide other detailed information, blocks all Cards attached to the Account. Upon receipt of information on a specific Card, the Bank except for the specific Card, renews (unblocks) the other Cards.

4.7.3. The Bank issues a new Card, except for the Card Derivative, to the Cardholder on the grounds of the Customer's/Cardholder's application.

4.8. Security Deposit

4.8.1. The Bank is entitled to request the Customer to place the Security Deposit in the amount stipulated by the Bank.

4.8.2. The Security Deposit shall be considered a financial collateral provided to the Bank in accordance with the Law on Financial Collateral Arrangements of the Republic of Lithuania.

4.8.3. The minimum term of the Security Deposit is 1 (one) year. During the term of validity of the Service Agreement, the Bank automatically extends the term of the Security Deposit for each subsequent term that is equal to the previous term.

4.8.4. During the term of validity of the Service Agreement, the Security Deposit can only be decreased or withdrawn in full amount upon consent of the Bank and in compliance with requirements of the Bank, on the grounds of the respective application of the Customer. In case of a positive decision of the Bank, the Bank disburses the Security Deposit (a part thereof) to the Customer not earlier than after 40 (forty) calendar days from the day when his/her application was submitted to the Bank. The Bank can make a decision on an earlier term of disbursement of the Security Deposit. The Bank withholds the Customer's outstanding payments, which shall be disbursed to the Customer in accordance with the Service Agreement, Credit Limit Agreement (if such is concluded) and/or Pricelist, from the amount of the Security Deposit and calculated interest, but the rest of the amount is transferred to the account specified by the Customer.

4.8.5. In case of non-fulfillment of the Customer's obligations the Bank is entitled without prior notice to the Customer to use the Security Deposit and calculated interest unilaterally to make the Customer's outstanding payments resulting from the Service Agreement and Credit Limit Agreement.

4.8.6. The Partys agree, that the Bank has rights without the Customer's separate order to use the Security Deposit and calculated interest also to repay other claims of the Bank towards the Customer.

## 5. Settlements

5.1. General Settlement Procedure

5.1.1. The Partys agree, that the Bank has rights to withdraw funds from the Account without the Customer's separate order, including creation or increase of the debit (negative) balance (Credit amount) of the Account:

5.1.1.1. to pay amounts of the Transactions;

5.1.1.2. to pay a fee for the Transactions and fee for other services of the Bank according to the respective Pricelist valid at the moment of execution of the Transaction simultaneously with making book-keeping entries for the respective Transaction;

5.1.1.3. to make payments, which are not specified in the Pricelist, but which the Bank has to make in order to ensure rendering of the Service;

5.1.1.4. to make other payments to be performed by the Customer/Cardholder that are provided for in the Service Agreement.

5.1.2. If the Cardholder has executed the Transaction with the Card in the currency that differs from the currency of the Account, the following conditions are observed:

5.1.2.1. if the Transaction data are processed in the payment systems of *MasterCard International* or *Visa International*, then the above mentioned organizations convert the amount of Transaction into Bank's settlement currency (EUR or USD) according to the *MasterCard Worldwide/Visa International* currency exchange rate determined by *MasterCard International/Visa International* for the day when the data of the Transaction are processed in payment systems of above mentioned organizations. Then, if necessary, the Bank converts the Bank's settlement currency, into the currency of the Account according to the euro foreign exchange reference rate published by the European Central Bank in force when the data of the Transaction are received and processed at the Bank;

5.1.2.2. if the Transaction data are processed in the inter-bank payment systems of Lithuania, then the Bank converts the currency of the Transaction into the currency of the Account according to the euro foreign exchange reference rate published by the European Central Bank for the day when the data of the Transaction are received and processed at the Bank;

5.1.2.3. the Customer pays to the Bank the currency exchange mark-up specified in the Pricelist.

5.1.3. At the moment of execution of the Transaction, except when reservation is not made for the respective type of Transaction in accordance with the provisions of the International Payment Card Organisation, for the payment whereof the Bank reserves funds in the Account for the period up to 15 (fifteen) days, if during this period of time the Bank does not receive the data of the Transaction, reservation is cancelled and the funds become available to the Customer.

5.1.4. Book-keeping entries for the Transactions are made not later than on the next day after the data of the Transaction are received at the Bank. If the deferred valuation term is specified for the Card in accordance with the Pricelist, the date of valuation of the Transaction is additionally specified in the book-keeping entry for the Transaction.



5.1.5. If the Customer discovers discrepancies between the Transactions specified in an account statement and the Transactions actually performed by the Customer/Cardholder, he/she shall immediately, but not later than within 45 (forty-five) calendar days from the day when a book-keeping entry is made for the Transaction, notify the Bank about it in writing.

5.1.6. The Customer's obligation to pay for the Transaction arises at the moment of execution of the Transaction.

5.1.7. The Transaction on behalf of the Merchant shall be commenced on the day when the Transaction is registered on the Account.

5.1.8. The Bank does not reimburse disputed funds to the Customer, if the Customer is identified under the procedure stipulated by these Terms of Service or if the Customer/Cardholder has acted without proper care or illegally when performing the respective Transaction. The procedures laid down in the Law on Payment Services and Electronic Money for returning sums of Transactions initiated by the payee or via the payee and executed shall not be applied to the Customer.

5.2. The Customer pays to the Bank the fees for the Service stipulated by the Service Agreement and Pricelist.

5.3. The Customer shall repay the Unauthorized Negative Balance to the Bank immediately after it has occurred and simultaneously the Customer shall pay the Interest on Unauthorized Negative Balance to the Bank (if it is calculated). The amounts, in relation to which book-keeping entries are made with the deferred value date, are included into the Unauthorized Negative Balance after occurrence of the value date. If the Customer has not made the payment stipulated by this Clause till the 15<sup>th</sup> (fifteenth) date of the next calendar month following the month when the Unauthorized Negative Balance occurred, the Bank calculates the Late Payment Interest on the Unauthorized Negative Balance as of the end of the previous calendar month for each day, starting from the 16<sup>th</sup> (sixteenth) date till the day (excluding it), when the corresponding amount is paid to the Account, taking into account all amounts that have been paid to the Account till repayment of the Unauthorized Negative Balance, and the Customer shall pay this Late Payment Interest to the Bank.

5.4. The fee for the Card specified in the Pricelist is withdrawn for the first time from the balance of the Account as of the moment when the Customer/Cardholder receives the Card or starts execution of the Transactions. For each next successive year of use of the Card the annual fee is withdrawn from the balance of the Account till the 5<sup>th</sup> (fifth) date of the first month of the next year of use of the Card. A monthly fee for the use of the Card is withdrawn from the balance of the Account till the 5<sup>th</sup> (fifth) date of each calendar month.

5.5. If the Customer fails to ensure the funds on the Account sufficient for making payments stipulated by the Service Agreement and/or Credit Limit Agreement (if such is concluded) in full, the Bank is entitled, but not liable to withdraw the funds necessary to fulfill the obligations under the Service Agreement and/or Credit Limit Agreement from the Security Deposit or any other account of the Customer in the Bank without a separate payment order or order of the Customer, if necessary, converting funds in other currencies on other Customer's accounts into the currency of the Account according to the exchange rate set out by the Bank for non-cash operations at the moment of conversion.

## **6. Obligations of the Customer**

6.1. The Customer undertakes to:

6.1.1. familiarise the Cardholder with the Terms of Service and amendments thereof, if any;

6.1.2. observe and fulfill the Service Agreement in good faith and to ensure that the Cardholder observes and fulfils the Terms of Service;

6.1.3. ensure execution of his/her obligations under the Service Agreement;

6.1.4. keep track of use of the Card and Account;

6.1.5. ensure that the Card is used by the Cardholder specified in the Application;

6.1.6. immediately make all the payments to the Bank resulting from the Service Agreement and Credit Limit Agreement (if such is concluded), ensuring availability of the respective funds on the Account;

6.1.7. immediately, but not later than within 30 (thirty) calendar days from the day when the respective circumstances come into force, notify the Bank of any changes that concern what is specified in the Service Agreement and other information/documents that are submitted to the Bank (including those regarding change of the legal address of the Customer, name of the Customer, name and/or surname of the Cardholder) by submitting documents attesting the changes. In case of change of name of the Customer, name and/or surname of the Cardholder, a new Card is issued on the grounds of the Customer's application.

6.2. Non-receipt of an account statement does not release the Customer from due execution of the Customer's obligations under the Service Agreement and Credit Limit Agreement (if such is concluded).

## **7. Submission of Documents and/or Information**

7.1. Notices from the Bank and other information is sent to the Customer to the specified or later in writing submitted legal address, e-mail address of the Customer, communicated using Citadele Online Banking, via SMS or through the use of other communication channels that are appropriate for the respective information, or submitted to the Customer in person against signature.

The Customer agrees that the Bank or legal persons connected with the Bank send to the Customer information on services of the Bank, as well as on goods and services offered by third parties, to the actual address of the Customer or, upon request of the Customer, to the specified e-mail address, unless the Customer has declined to receive said information.

7.2. The Bank provides data on the Customer/Cardholder and Transactions executed by him/her in the cases, amount and under the procedure stipulated by the effective regulatory enactments of the Republic of Lithuania. The Bank shall not notify the Customer/Cardholder of submission of the data specified in this Clause.

## **8. Liability of the Parties**

8.1. The Bank and Customer, in the amount of their individual rights and obligations, are liable for the execution of the Service Agreement, including the Terms of Service, and the compensation of losses directly caused to the other Party.

8.2. The Bank is liable to the Customer for unauthorised Transactions, except when the Customer/Cardholder has intentionally or upon gross negligence acted illegally, including by violating the requirements of the Terms of Service or applicable regulatory enactments, for example, has failed to take actions necessary for ensuring the secrecy of the authentication elements (PIN code, Security Code, etc.) related to the Card.

8.3. The Customer is responsible for the familiarisation with the transactions that have occurred in the Account in a timely manner, but not less than once a month, if the Bank provides the aforementioned information in accordance with the procedures referred to in the General Terms of Business of the Bank.

8.4. The Bank is not responsible before the Customer for an unauthorised or erroneous Transaction, if the Customer has not informed the Bank without delay after it has become known to him/her, but not later than 45 (forty five) calendar days after the date when the Transaction has been registered.

8.5. The Customer is fully responsible for the Transactions made using the Cards issued thereto, and other actions of the Cardholder within the scope of the Service Agreement.

8.6. The Customer is responsible for timely submission of documents and information and for authenticity, correctness, completeness, validity of documents and information submitted to the Bank. In case of submission of false, incomplete, wrong, invalid documents and information or untimely submission thereof, the Bank shall not be responsible for losses of the Customer. If the losses are inflicted upon the Bank as a result of said circumstances, it is obligation of the Customer to compensate them to the Bank in full.

8.7. The Bank shall not be responsible for:

8.7.1. refusal of the Merchant/third party to accept the Card as a means of payment;

8.7.2. for quality of products and services purchased using the Card as a means of payment;

8.7.3. for losses of the Customer that appear in the cases when the Cardholder has been unable to use the Card due to disruptions or damage of the communication lines, or due to other technical reasons and otherwise, that are beyond control of the Bank;

8.7.4. for losses of the Customer that appear in the cases when restrictions or limits set for a third party have interfered with the interests of the Customer/Cardholder or have affected use of the Card as a means of payment.

8.8. The Customer shall be responsible for each Transaction with the Card until the moment when the Bank receives the verbal notice from the Customer/Cardholder stipulated by Clause 4.6.1.1 of the Terms of Service or the order from the Customer/Cardholder stipulated by Clause 4.6.1.2 of the Terms of Service, or in case of occurrence of any circumstances specified in sub-clause of Clause 9.1 of the Terms of Service, until the moment when the Card is blocked upon the Bank's initiative, if the Transaction is approved using the PIN Code, CVV2/CVC2 Code or Security Code;

8.9. The Customer will be liable for all losses incurred as a result of the use of the Card/Card data, including, illegal use of the Card and in cases of unauthorised Transactions, if the Customer/Cardholder has acted illegally, including by making the violations laid down in Section 4 of the Terms of Services.

8.10. The Customer will be liable for each and every Transaction made using the data of a plastic Card unfit for Transactions, if the Card is not returned to the Bank, or of a Device Card unfit for Transactions, except where the Customer /Card User has notified the Bank according to Clause 4.6.1.1 or 4.6.1.2 of these Terms of Service, or where other circumstances exist which exclude the liability of the Customer /Card User.

8.11. The Customer is informed that the Bank also uses third parties' services to ensure rendering of the Service. The Bank is not responsible for losses and inconveniences of the Customer, should this be a result of third parties' activity or inactivity.

8.12. Cardholder is not a party of this Service Agreement; therefore the Bank is not responsible to the Cardholder for his/her claims and demands.

8.13. The Bank and the Customer are not responsible for losses that are connected with force majeure circumstances.

## 9. Restriction of Action of the Service Agreement

9.1. The Bank is entitled to unilaterally:

9.1.1. refrain from debiting or crediting the Account and/or suspend (block) the Card or all of the Cards attached to the Account, if the Bank has suspicion that the Card is used for legalisation of proceeds derived from crime or other illegal activity, or the Customer at the Bank's written request fails to submit to the Bank the information necessary for the Customer's due diligence that would allow to perform the Customer's due diligence by substance;

9.1.2. suspend (block) the Card or all of the Cards attached to the Account, and/or the Account, if the Customer fails to fulfill his/her obligations to the Bank, has submitted false information or documents to the Bank in the Application or within the term of validity of the Service Agreement, if the Customer/Cardholder does not observe the Service Agreement and/or Credit Limit Agreement (if such is concluded), until violations are eliminated;

9.1.3. suspend (block) access to the funds found in the Account and transferred to it thereafter, should the Bank receive a decision of a competent institution or person on encumbrance of the Customer's funds, or incontestable withdrawal of the Customer's funds until removal of such encumbrance and/or execution or revocation of decision on incontestable withdrawal of the Customer's funds, as well as not to execute said decision if there are no funds in the Customer's Account;

9.1.4. suspend the funds currently found in the Account and transferred to it thereafter, if the Bank uses its right to revoke the Credit Limit and request the Customer to repay the Loan, on the grounds of any of the circumstances stipulated by the Credit Limit Agreement (if such is concluded);

9.1.5. close the Card or all of the Cards attached to the Account, if the Bank discontinues issuance of the respective type of the Cards;

9.1.6. suspend (block) the Card, if the information regarding the eventual compromising of the data of the Card of the Customer/Cardholder is received from the International Payment Card Organisation;

9.1.7. suspend (block) the Card, if the Bank has suspicions about unauthorised use of the Card, use of the Card for fraudulent purposes, counterfeiting of the Card, or if further use of the Card may cause losses to the Customer or the Bank;

9.1.8. suspend (block) the Card, if the PIN Code entered by the Cardholder three times does not coincide with the Card data and/or data related to the Card

9.2. The Bank is entitled to prohibit unilaterally use of the Card in some countries or with selected Merchants, or upon occurrence of specific circumstances, without giving prior notice to the Customer /Cardholder, if such prohibition is a protection mechanism for the Customer /Cardholder against the eventual fraud. The Bank is entitled to restrict and/or block performance of Contactless Transactions without prior notification of the Customer /Cardholder, including by using the Card Derivative, if during certain time period a certain number of Contactless Transactions has been made without entering the PIN code or without signature of Transaction document, or if the set limit of Contactless Transactions has been reached, if such restriction may facilitate elimination of fraud risks as well as in other cases if, in the Bank's opinion, such restriction may eliminate losses related to the use of the Card.

9.3. In cases mentioned in Clause 9.1 and 9.2 of these Terms of Service the Bank using the communication channels and ways of delivering of information, regarding which the Bank and the Customer have agreed (for example, letter, telephone, SMS, e-mail or Citadele Online Banking message etc.) informs the Customer/Cardholder about blocking of the Card and/or Account and its reasons, if it is possible before blocking of the Card, but not later than immediately after blocking, except for cases when provision of information endangers objectively well-grounded security reasons or it is prohibited by requirements of the regulatory enactments of the Republic of Lithuania.

9.4. The Parties agree that the funds blocked in the Account in the amount of the Customer's debt to the Bank are deemed to be financial collateral provided for execution of the Customer's obligations under the Service Agreement.

9.5. The Bank may set certain limitations for the use of individual Card products, depending on another Bank product, including another Card product, by stating the respective limitations in the Pricelist

## 10. Term of Validity and Termination of the Service Agreement

10.1. The Service Agreement is concluded for an indefinite term and is valid until complete execution of the obligations stipulated by the Service Agreement. The term of validity of the Card shall not be deemed as the end date of the Service Agreement.

10.1. The Customer is entitled to terminate the Service Agreement unilaterally by submitting a notice to the Bank using the Bank's remote account management possibilities (e.g. Online Banking) or to any Customer servicing centre of the Bank, as well as by submitting all the Cards received in accordance with the Service Agreement. The Bank closes the Card and terminates the Service Agreement within 7 (seven) calendar days after receipt of the Customer's notice on the termination of the Service Agreement. If the Credit Limit Agreement is concluded between the Customer and the Bank, the Customer is entitled to terminate the Service Agreement only by simultaneously terminating the Credit Limit Agreement under the procedure stipulated by the Credit Limit Agreement, if the Parties have not agreed otherwise.

10.2. In any case of termination of the Service Agreement the Customer has the obligation to make all of the payments stipulated in the Service Agreement and Credit Limit Agreement (if such is concluded), which are outstanding as of the moment of termination of the Service Agreement, in full.

10.3. The Bank is entitled on its own initiative to close all Cards attached to the Account and to terminate the Service Agreement unilaterally, informing the Customer in writing by sending 7 (seven) working days prior notice.

10.4. The Bank is entitled on its own initiative to close all Cards attached to the Account and to terminate the Service Agreement unilaterally without the prior notification, mentioned in the Clause 10.4. of the Terms of Service in any of the following cases:

10.4.1. the Bank has the information about the extraordinary circumstances, which is beyond the border of the Bank's influence and which can affect the safety and confidentiality of the Customer's and/or other Bank's customer's deposits or can cause the damages;

10.4.2. the rights of the Bank to terminate the Service Agreement unilaterally arise from the legislative acts which is binding to the Bank;

10.4.3. the Customer fails to fulfill the Terms of Service Agreement;

10.4.4. Security Deposit term is not prolonged due to any reason;

10.4.5. the Account is closed;

10.4.6. the Bank terminates issuance of a certain type of Payment Card;

10.4.7. if the Customer has submitted false information or documents to the Bank;

10.4.8. if the Card shall not be used without Credit Limit and the Credit Limit has been cancelled.

10.4.9. the Bank possesses information that the Customer has been involved in a crime liable to criminal responsibility under the effective regulatory enactments, and/or other negative information about the Customer, which may injure the Bank's reputation. If the Customer /Card User has not taken out the plastic Card, activated it or has made no Transactions within three (3) months after production of the Card (if the plastic Card was sent to the Customer /Card User by post)

10.4.10. if the Customer /Card User has not taken out the plastic Card, activated it or has made no Transactions within three (3) months after production of the Card (if the plastic Card was sent to the Customer /Card User by post)

10.5. The Customer is responsible for the Transactions executed with the Cards attached to the Account for 40 (forty) calendar days after the day when the Cards are closed.

10.6. The Customer can receive the Security Deposit and its interest in 40 (forty) calendar days after closing of the Cards attached to the Account and making all the payments stipulated by the Service Agreement and Credit Limit Agreement (if such is concluded), if the Customer has made all the payments, which are stipulated by the Service Agreement and Credit Limit Agreement (if such is concluded), in full. If the Customer has not made said payments in full, the Bank is entitled to use the Security Deposit and the calculated interest to cover them. The Bank can make a decision on an earlier term of disbursement of the Security Deposit.

10.7. Termination of the Service Agreement due to any reason does not release the Customer from the obligation to pay to the Bank all amounts of

remuneration due to it, compensate the inflicted losses, as well as to execute all of the requirements ensuing from the Service Agreement but outstanding as of the moment of termination thereof.

10.8. If a new Card of the Card Product is attached to the account in accordance with the Customer's Application, all Cards of the previous Card Product attached to this Account are closed and the Service Agreement of the respective Card is terminated as of the moment when the Customer and the Bank conclude a new Service Agreement in relation to the Card Product.

10.9. The Customer/Cardholder shall return the Cards received under the Service Agreement to the Bank after the end of their validity or in case if they are replaced, or in case of termination of the Service Agreement.

## **11. Procedures for applying Claims and Other Provisions**

11.1. All documents that the Bank has received in connection with the Application and/or during the term of validity of the Service Agreement are stored in the Bank.

11.2. The Bank is entitled to amend the Terms of Service unilaterally:

11.2.1. the information about any planned amendments of the Terms of Service before they come into force is available to the Customer in customer service centres of the Bank, homepage of the Bank [www.citadele.lt](http://www.citadele.lt), as well as the Customer can receive this information by calling the information service of the Bank;

11.2.2. if the Customer disagrees with amendments made by the Bank, the Customer is entitled to terminate the Service Agreement immediately without penalties, making all payments resulting from the Service Agreement and Credit Limit Agreement (if such is concluded) in full. If the Customer has not informed the Bank about his/her objections until the date when amendments to the Terms of Service or Pricelist come into force, it is considered that the Customer has agreed with these amendments.

11.2.3. the Bank is entitled to amend the Terms of Service unilaterally, without informing the Customer in advance, if these amendments are made to eliminate harm to interests of all customers of the Bank and stability of the state financial system, including, but not limited to, in order to limit an excessive outflow of deposits and other attracted funds from the Bank. The Bank shall inform the Customer about such amendments immediately, as soon as it becomes possible, using the means of communication specified in Clause 11.2.1 of these Terms of Service. The Customer's rights to terminate the Agreement shall be explained to the Customer in the information provided on making the corresponding amendments.

11.3. The effective regulatory enactments of the Republic of Lithuania including, but not only, the Law on Payments are applied to the Terms of Service.

11.4. Information on the Service Agreement included into the Law on Payments is available to the Customer in accordance with the Terms of Service and General Terms of Business of the Bank..

11.5. The Bank shall commence the application of the Special Tariff as soon as it appropriately establishes grounds for its application irrespective of weather said circumstances have existed before.

11.6. If the Customer/Cardholder is required to inform the Bank directly for the application of Special Tariffs, when the Bank becomes aware of the respective circumstances under other procedures, it might not form sufficient grounds for the application of Special Tariffs.

11.7. If Special Tariffs are applied to the Card, then as soon as the Bank becomes aware of the expiry of such circumstances that formed the grounds for the application of Special Tariffs, the Bank is entitled to apply to the respective Card the provisions and tariffs laid down in the Terms of Service and Pricelist.

11.8. As soon as the Bank becomes aware of changes in the circumstances, the existence of which was a precondition laid down for the application of a specific Card Product and/or tariff, the Bank is entitled to close the respective Card Product for the Customer or replace it with another, or apply tariffs which correspond to the new circumstances.

11.9. Examination of claims:

11.9.1. claims regarding the execution of the Service Agreement may be submitted by the Customer in writing to the customer service centres of the Bank or Citadele Online Banking system, and also in the cases specifies by the Bank via telephone by calling to the informative phone number of the Bank;

11.9.2. claims regarding the execution of a Transaction shall be examined in accordance with the procedures and within the time periods laid down by the International Payment Card Organisations. Sums of Transactions, if such may be repaid in the result of examining the claim, shall be repaid after completion of the examination of the claim. The Bank, upon its own initiative and also a request of the Customer, shall inform the Customer of the progress in the examination of the claim;

11.9.3. upon receipt of a claim from a Customer by which the Customer contests/denies authorisation of the Transaction, the Bank shall repay the sum of the unauthorised Transaction not later than within the next working day, if, upon evaluating the type of approval of the Transaction, the claim initially seems justified. But the Bank, upon its own initiative, may continue to examine both such claims and claims submitted for other reasons, and the repayment of the sum of Transaction to the Customer may not be deemed as the admittance of the responsibility of the Bank for the unauthorised Transaction or other circumstances referred to in the claim;

11.9.4. if after initial examination of the claim the Bank has reasonable suspicions that the Customer/Cardholder has acted illegally, including, has failed to comply with the security of the authentication elements (i.e. PIN Code, or Security Code) and/or the Transaction has been approved in accordance with the Service Agreement, the Bank is entitled not to repay the Customer the sum of the contested Transaction, and also to inform of the suspicions the supervising and law enforcement authorities. In the case referred to in this Paragraph the Customer has the obligation to prove the soundness of the claim;

11.9.5. by continuing to examine the claim after repayment of the sum of Transaction to the Customer and finding that the claim was not justified, the Bank is entitled to withhold the repaid sum of Transaction from any Account of the Customer in the Bank, including to reserve funds in the amount of the sum to be withheld in the Account of the Customer, if at the moment of withholding the respective sum is not available in the Account of the Customer;

11.9.6. if the Customer/Cardholder provides false or misleading information or takes other abusive actions when submitting the claim, the Bank is entitled to withhold costs and losses from any Account of the Customer if the Bank has incurred such in the process of examining the claim;

11.9.7. the Customer/Cardholder undertakes to provide the Bank with all the information requested thereby in a timely manner and cooperate in other manner during the examination of the claim, including in cases, when the Bank has repaid the Customer the sum of the contested Transaction;

11.9.8. the claim will be considered to be received on the respective working day, if the Customer has submitted it and the Bank has accepted it until 14.00 o'clock. The claims submitted after the specified time and also on weekends and national holidays shall be considered to be submitted on the following working day. On the day before a national holiday the time period for submission/acceptance time shall be reduced by one hour;

11.9.9. when submitting a claim regarding authorisation, the Customer undertakes to immediately stop the operation of the respective Card. The Bank has the right to block the Card independently, if it finds that the Customer/Cardholder has failed to do it in such case;

11.9.10. the Bank is entitled to unilaterally close the claim procedure by deeming it erroneously commenced and informing the Customer thereof, when the information provided by the Customer/Cardholder is unclear and misleading and the Customer/Cardholder cannot be contacted in a timely manner through the use of those channels which the Customer/Cardholder has specified for this purpose;

11.9.11. in order to fully use the possibilities available within the examination of Customers' claims in accordance with the provision of the International Payment Card Organisation, any documents certifying the Transaction are recommended to be kept for at least 6 (six) months.

## **12. Examination of Disputes**

Any dispute, claim or controversy between the Customer and the Bank that arises from the Service Agreement, concerns it or its infringement, termination or invalidity shall be settled in a competent Court, in Vilnius, the Republic of Lithuania.