

**1. Terms used in the Terms of Service and Interpretation Thereof:**

- 1.1. Account – a Customer's account in the Bank, from which the Regular Payment is made in accordance with the Order.
- 1.2. Bank – AS "Citadele banka" Lithuanian branch, code 304940934, address K. Kalinausko str. 13, Vilnius, tel. 19091 (+370 5 221 9091 when calling from abroad), e-mail address: info@citadele.lt, website: www.citadele.lt.
- 1.3. Customer – a legal person, from whose account the Regular Payment is made in accordance with the Order.
- 1.4. GTB – General Terms of Business of the Bank.
- 1.5. Order – an order of a specific form approved by the Bank that is filled in and signed by the Customer instructing the Bank to make the Regular Payment within the specified period and in the specified amount to the Payee indicated in the Order, when the Customer needs not to submit to the Bank a special payment order for making each individual transfer.
- 1.6. Payee – a natural person or legal entity that is specified in the Order as the Payee, to the account of which the Regular Payments are to be made.
- 1.7. Payee's Account – Payee's account indicated in the Order, to which the Regular Payments are to be made.
- 1.8. Pricelist – an effective pricelist for products and services of the Bank.
- 1.9. Regular Payment – transfer of a fixed amount of the Customer's funds from the Account to the Payee's account to be performed by the Bank in accordance with the Order and pursuant to the terms stipulated in the Pricelist.
- 1.10. Service – execution of the Regular Payments by the Bank in accordance with the Service Agreement.
- 1.11. Service Agreement – an agreement of the Bank and the Customer on receiving the Service, which integral parts are the Order and these Terms of Service.
- 1.12. Terms of Service – these terms of the Regular Payments Service.

**2. Conclusion of the Service Agreement**

- 2.1. The Service Agreement is concluded on the grounds of the Customer's Order.
- 2.2. Upon submission of the Order to the Bank the Customer assigns a task and authorises the Bank to make the Regular Payments according to the procedure specified in the Order.
- 2.3. The Service Agreement is deemed concluded from the moment when the Bank accepts the Order.
- 2.4. If the date of the 'Final Payment' is indicated in the Order, the Service Agreement is terminated on the next day after the indicated date of the 'Final Payment'.
- 2.5. If the end term of execution of the Regular Payment is not specified in the Order, the Service Agreement is concluded for an unlimited term.
- 2.6. The Bank is entitled not to accept the Order without explaining reasons of refusal.

**3. Procedure of Rendering the Service**

- 3.1. The Bank makes the Regular Payment in accordance with conditions of the section 'Frequency of Payments' of the Order. The date of the first payment determined in accordance with the Order can be the next day after the day of conclusion of the Service Agreement.
- 3.2. The Regular Payments are made in one amount for the whole amount specified in the Order.
- 3.3. The Customer pays to the Bank the commission fee specified in the Pricelist for making the Regular Payment.
- 3.4. The Bank does not make the Regular Payment, if there are no funds on the Account, which are sufficient for transfer of the full amount of the Regular

Payment specified in the Order and payment of the commission fee for making the Regular Payment specified in the Pricelist.

- 3.5. The Customer authorises the Bank without the Customer's separate order to withdraw/transfer from the Account the funds necessary for execution of the Regular Payment and payment of the commission fee for making the Regular Payment stipulated in the Pricelist that is effective as of the moment of execution of the corresponding Regular Payment.
- 3.6. If the Regular Payment is not made due to the reason mentioned in Clause 3.4. of the Terms of Service, the Bank checks up the Account on each next day until the moment when the amount necessary for execution of the Regular Payment and payment of the commission fee for making the Regular Payment stipulated in the Pricelist is found on the Account and the Account is debited.
- 3.7. The Bank stops attempts of execution of the Regular Payment, if the amount of funds necessary for execution of the Regular Payment and payment of the commission fee for making the Regular Payment is not available on the Account within 15 (fifteen) calendar days after the payment day specified in the Order, or if the date of execution of the next Regular Payment sets in, if frequency of the Regular Payment is less than 15 calendar days.
- 3.8. If currencies of the accounts specified in the Order are different, the Bank converts the funds to be transferred in accordance with the Order into the respective currency according to the non-cash exchange rate determined by the Bank as of the day of transfer.

**4. Termination of the Service Agreement**

- 4.1. Rendering of the Service is discontinued and the Service Agreement is terminated:
  - 4.1.1. when the last payment date specified in the Order sets in pursuant to Clause 2.4 of the Terms of Service;
  - 4.1.2. on the grounds of the Customer's application;
  - 4.1.3. if any account specified in the Order is closed.
- 4.2. The Bank is entitled to discontinue rendering of the Service without preliminary notice and terminate the Service Agreement in the following cases:
  - 4.2.1. if a claim of a third party is raised against the funds on the Account;
  - 4.2.2. if operation of the Account is suspended in cases stipulated in regulatory enactments of the Republic of Lithuania or in other cases stipulated in the agreements concluded between the Bank and the Customer.
- 4.3. The Customer is entitled to terminate the Service Agreement, informing the Bank about it in writing or in the on-line banking system of the Bank. The Service Agreement is considered terminated on the next business day after receipt of the Customer's notice by the Bank.

**5. Other Provisions**

- 5.1. The Bank is entitled to amend the Pricelist, Terms of Service, and GTB unilaterally, this information the Customer can receive in the customer servicing units of the Bank, homepage of the Bank [www.citadele.lt](http://www.citadele.lt), as well as by calling the Contact centre of the Bank.
- 5.2. Legal relationship between the Bank and the Customer that is not regulated by these Terms of Service shall be governed by the GTB and provisions of other service agreements concluded between the Customer and the Bank, including agreements on opening and servicing of the settlement accounts.
- 5.3. 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 accordance with the effective regulatory enactments of the Republic of Lithuania in a court of the Republic of Lithuania in Vilnius according to jurisdiction.