

**1. Terms Used in the Terms of Service and Their Interpretations:**

- 1.1. **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.
- 1.2. **Citadele SMS Bank** – an automatic reference system of the Bank that ensures receipt of information from the Bank by the Client by means of short messages sent to a mobile telephone.
- 1.3. **Application** – an application for receipt of the Service in the form approved by the Bank that is filled in by the Client.
- 1.4. **Short Message** – a type of processing and sending of information (a type of mobile telephone communication) that is used for sending information using Citadele SMS bank from/to the Mobile Telephone Number to/from the telephone number of the Bank specified in the User Manual.
- 1.5. **Client** – a natural or legal person.
- 1.6. **Account** – any account of the Client with the Bank, incl. a current account, current account to which a payment card is linked, savings account.
- 1.7. **User Manual** – instructions of the Bank for the Client for use of Citadele SMS Bank that are available at the website of the Bank www.citadele.lt.
- 1.8. **Minimum Amount** – the minimum amount, about debiting or crediting of which to the respective Account the Client wishes to receive information automatically upon execution of the respective transaction.
- 1.9. **Mobile Telephone Number** – the mobile telephone number specified in the Application that is used by the Client to send/receive information by means of the Short Messages.
- 1.10. **Service** – use and servicing of Citadele SMS Bank in accordance with these Terms of Service.
- 1.11. **Service Agreement** – an agreement of the Bank and the Client on connection, use and servicing of Citadele SMS Bank, the Application and these Terms of Service being integral parts thereof.
- 1.12. **Terms of Service** – these Terms of Use and Servicing of Citadele SMS Bank.
- 1.13. **Activation Code** – a certain sequence of digits specified in the Application / Citadele Internet Bank of the Client which is used by the Client to activate or suspend the Service.
- 1.14. **Parties** – the Client and Bank, jointly.

**2. General Provisions**

- 2.1. By signing the Application the Client certifies that:
  - 2.1.1. the Client will use Citadele SMS Bank in accordance with the Application, these Terms of Service and User Manual;
  - 2.1.2. the Client understands the risks connected with this Service, including the risks connected with the possibility of the third parties to receive the Client's information by means of Citadele SMS Bank without the Client's consent;
  - 2.1.3. the Client will not use this Service for achievement of unlawful purposes;
  - 2.1.4. the Client will immediately inform the Bank about:
    - 2.1.4.1. loss of the SIM card of the Client's mobile telephone or if it has become available to unauthorised persons;
    - 2.1.4.2. termination of the agreement concluded between the Client and mobile service provider.
- 2.2. If the signatory of the Application has not been authorised to represent the Client, the signatory as a natural person undertakes all obligations of the Client resulting from the Service Agreement and is responsible for fulfilment thereof.

**3. Conclusion of the Service Agreement**

- 3.1. The Client may set the Minimum Amount specifying it in the Application or Citadele Internet Bank of the Client.
- 3.2. The Bank does not check whether a subscriber of the Mobile Phone number is registered with the mobile operator specified in the Client's Application.
- 3.3. This Service Agreement is deemed concluded from the moment when the Bank accepts the Client's Application.
- 3.4. Upon conclusion of the Service Agreement, the Client's Account is connected to Citadele SMS Bank.
- 3.5. The Bank is entitled not to accept the Application without explanation of reasons of refusal.

3.6. If the Application is submitted using the remote Account management service which provides for the following kind of submission of applications to the Bank:

- 3.6.1. By his/her signature in the Application the Client certifies that the Bank has provided to him/her and he/she has read information provided for by the regulatory enactments of the Republic of Lithuania which is connected with distance agreements, i.e., agreements concluded with using the remote Account management service, including information about the Bank as a service provider and the Service procedure.
- 3.6.2. In Citadele Internet Bank the Client may make changes in the initially connected (including default) set of services of SMS Bank. Among other things, the Client may select the Accounts to be connected to Citadele SMS Bank, change the Minimum Amount, select the receipt of messages on the incoming and/or outgoing amounts depending on the transaction type as well as make other changes that are possible by means of Citadele Internet Bank from time to time.
- 3.6.3. The Client has the right to unilaterally withdraw from the Service Agreement within 14 (fourteen) calendar days from the date of the Service Agreement sending a notification to the Bank by means of the remote Account management service or submitting a notification to the Bank at any branch or customer service centre.

**4. Rendering the Service**

- 4.1. Using Citadele SMS Bank the Client can receive messages of the Bank about credit and debit transactions in the Account, information about the balance of the Account, send requests for disconnection of Citadele SMS Bank as well as receive services of the Bank stipulated in the User Manual.
- 4.2. For rendering/receiving the services pursuant to Clause 4.1 of the Terms of Service above, information exchange between the Bank and Client shall be carried out by means of the Short Messages. The Short Messages of the Bank shall be composed and sent to the Client in the language agreed by the Parties and specified in the Application.
- 4.3. In order to receive services of Citadele SMS Bank, the Client shall draw up and send information to the Bank by means of the Short Message in accordance with the User Manual.
- 4.4. The Bank identifies the Client who has sent information to the Bank by means of the Short Message using Citadele SMS Bank by the Mobile Phone number or the Mobile Phone number and the Activation Code. The Bank considers that the Client has been identified if the Bank receives information sent from the Mobile Phone number specified in the Application.
- 4.5. The Bank has the right not to accept the information (an order, request, etc.) received from the Client, in cases where the same has not been written as the Short Message in accordance with the User Manual.
- 4.6. Services of Citadele SMS Bank are available 24 hours a day.
- 4.7. The Client agrees that the Bank will register/record all actions carried out by the Parties via Citadele SMS Bank and that such records are considered to be evidence of such actions.
- 4.8. Having received the Client's application about loss of the SIM card of the mobile telephone or about the fact that the same has become available to unauthorised persons, the Bank immediately blocks connection of Citadele SMS bank.
- 4.9. The Bank has the right to disconnect access to Citadele SMS Bank, if required, for the purposes of check-up of hardware that is used for rendering the Service.
- 4.10. The Bank deletes its messages to be sent within the framework of the Service and does not send the same to the Client, if the Mobile Telephone Number is disconnected for the period exceeding 24 hours.
- 4.11. The Bank has the right at its own discretion and without a commission fee to send to the Client additional information regarding transactions on the account and with the card as well as other information if at the discretion of the Bank it is necessary to ensure additional security or within the framework of the services provided to the Client, for example, reminders about the Client's payments to the Bank and similar information.

**5. Liability of the Parties**

- 5.1. The Client is responsible for:
  - 5.1.1. all actions performed using services of the Bank that are rendered via Citadele SMS Bank;

5.1.2. taking the measures required to prevent access of unauthorised persons to the SIM card with the Mobile Telephone Number specified in the Application, and possibility of use of the Password and the received Short Messages;

5.1.3. authenticity and completeness of the Client's data submitted to the Bank. The Client shall immediately notify the Bank about changes in any information and documents specified in the Application or supplied otherwise. If the Bank sustains losses due to failure to supply true and complete data, the Client shall reimburse the Bank for them in full.

5.1.4. updating of the Mobile Phone number, that is for the timely change of the Service Agreement or its termination if the Client has lost the lawful or contractual ground to use the Mobile Phone number.

5.2. The Bank is responsible for fulfilment of its obligations according to the procedure stipulated in this Service Agreement.

5.3. The Bank is not responsible for the Client's losses sustained thereby:

5.3.1. in connection with amendment of the Pricelist, Terms of Service, User Manual, including changes of the range of services rendered via Citadele SMS Bank and/or procedure of their rendering;

5.3.2. as a result of unlawful actions of third parties until the moment of blocking of connection of Citadele SMS Bank to the Account;

5.3.3. if the content of the information sent to the Client by means of the Short Message becomes known to unauthorised persons;

5.3.4. due to damage of communication lines or interruption in operation of the same or in cases, when Citadele SMS Bank or some of its functions cannot be used by/are not accessible to the Client due to technical reasons, and the Short Message is not received by the Bank or sent to the Client;

5.3.5. due to failure to receive the Short Messages in cases of disconnection of the mobile telephone with the Mobile Telephone Number specified in the Application;

5.3.6. if the Bank exercises its right pursuant to Clause 4.10 above;

5.3.7. if the Client fails to comply with these Terms of Service.

5.4. The Client understands and agrees that, when providing the service of Citadele SMS Bank, the Bank also uses third-party services, and that the Short Messages are delivered to the Client's phone by the mobile operator of the Client. In this case the Bank is not responsible for any loss and inconvenience of the Client, including in connection with the nonreceipt of the Short Message if it is result of activity or inactivity of the third parties and mobile operators, as well as if the Bank has performed the delivery of the Short Message of the Client to the of mobile operator in accordance with the Service Agreement.

5.5. The legal relations between the Parties are governed by other agreements concluded by the Parties, other terms of the Bank governing use of accounts/making of payments, the General Terms of Business of the Bank and effective legal acts of the Republic of Lithuania to the extent these relations are not governed by this Service Agreement.

5.6. The Parties are responsible for non-execution or undue execution of duties under the Service Agreement in accordance with the procedure and in the amount stipulated by this Agreement and the effective legal acts of the Republic of Lithuania.

5.7. The Parties are not responsible for losses that are connected with force majeure circumstances.

## 6. Settlements between the Bank and Client

6.1. The Client pays to the Bank remuneration (commission fee) for the services of the Bank rendered via Citadele SMS bank in accordance with the pricelist for services of the Bank that is effective at the moment of rendering of the Service.

6.2. The Client authorises the Bank to debit the Client's Account specified in the Application without acceptance for the charge stipulated in Clause 6.1 above, and if there are not sufficient funds in this Account, to debit any other account of the Client with the Bank.

6.3. If currency conversion is necessary for withdrawal of a commission fee from the Account, the exchange rate specified by the Bank and applicable to this payment is binding to the Client without prior notification. The Bank makes information about an effective exchange rate available to the Client ensuring its public availability in client servicing structural divisions of the Bank within business hours of the Bank and on the website of the Bank in the Internet.

## 7. Validity and Termination of the Service Agreement

7.1. The Client has the right to terminate the Service Agreement unilaterally submitting a respective application to the Bank. The Bank terminates the Service Agreement within 5 (five) business days from the day of receipt of the Client's application for termination of the Service Agreement.

7.2. The Bank has the right to terminate the Service Agreement unilaterally, informing the Client 5 (five) calendar days in advance, including the case of termination of the contractual relations between the Bank and mobile service provider that ensures rendering of the Service.

7.3. The Bank has the right to terminate immediately the Service Agreement unilaterally without informing the Client in any of the following cases:

7.3.1. the Client breaches/fails to fulfil provisions of the Service Agreement;

7.3.2. the Bank has reasonable grounds to suspect that Citadele SMS Bank is used for the purposes it is not meant for or actions are carried out that may block and/or hinder operation of Citadele SMS Bank;

7.3.3. all accounts of the Client with the Bank are closed;

7.3.4. the agreement entered into between the Client and the mobile operator is terminated / the Mobile Phone number is transferred to another user, and the above information has been received by the Bank;

7.3.5. the Client has not used Citadele SMS bank for 6 (six) months in succession;

7.3.6. the Bank has not been able to apply commission fees for use of Citadele SMS bank for the period exceeding 30 (thirty) days after maturity.

7.4. If the Client fails to inform the Bank about the loss of the right to use the Mobile Phone number in a timely manner, and the person who is the user of the Mobile Phone number has contacted the Bank and requested to terminate the provision of the Service for the Mobile Phone number, the Bank has the right to unilaterally terminate provision of the Service without prior notification of the Client.

7.5. If the suspended Service is activated by sending an activation command with the Activation Code from the Mobile Phone number specified in the Service Agreement, the Service Agreement is renewed.

7.6. The Bank retains the Client's documents submitted to the Bank before conclusion of the Service Agreement or during the validity thereof.

7.7. Termination of the Service Agreement due to any reason does not release the Client from the obligation to make to the Bank all payments due to it, compensate the losses inflicted upon the Bank by the Client, as well as to fulfil all obligations resulting from the Service Agreement that are outstanding as of the moment of termination thereof.

## 8. Other Provisions

8.1. The Bank ensures the processing of the private individual data in accordance with the Personal data processing principles approved by the Bank, which are available on the website of the Bank in internet.

8.2. Any dispute, controversy or claim resulting from this Agreement, concerning the same or default, termination or invalidity thereof shall be considered in accordance with the effective laws of the Republic of Lithuania in a court of the Republic of Lithuania in Vilnius according to jurisdiction.

8.3. The Bank has the right unilaterally to amend the Terms of Service, about which the Client can receive information in client servicing units of the Bank, on the website of the Bank or by calling the Contact centre of the Bank.

8.4. If the Client is a natural person, the Bank has the right to introduce amendments, which are less favourable to the Client (natural person) in comparison with the previous ones, only in case if there is a well-grounded reason. The Bank shall timely inform the Client (natural person) about such amendments using the communication channels and kinds of rendering information, about which the Bank and Client (natural person) have agreed (for example, SMS or notifications via online banking, in writing, etc.).

8.5. Should the Client (natural person) disagree with the amendments made by the Bank, the Client has the right to terminate the Service Agreement, observing the procedure stipulated in this Agreement and making all the payments to the Bank resulting from the Service Agreement.