

# You and SEB Bank

## General Rules

Effective from 20 September 2004

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# You and SEB Bank

## General Rules

### Section 1. Thank you for choosing SEB as your bank

We seek to ensure that our services meet your expectations. The General Rules provide you with information about what you as a customer can expect from us and what we expect from you.

- The provision of our services is subject to these Rules and the price list published on our website
- After you select a specific service, we may furnish you with additional information such as the Terms and Conditions of Service Provision and the Rules for the Provision of the Service, or ask you to conclude an agreement on the provision of the service. The service terms and conditions, the rules for the provision of the service and the service agreement will have precedence over these General Rules
- We will communicate with you in Lithuanian or English at your convenience
- Our details: AB SEB bank, registered company No 112021238, registered office address Gedimino pr. 12, LT-01103 Vilnius, Republic of Lithuania, data on the company registered and stored in the Register of Legal Entities. SEB bank operates under the supervision of the Bank of Lithuania and under banking licence No 2. Email address: *info@seb.lt*, contact telephone numbers of the bank are provided on the website

### Section 2. Why is it important to inform one another?

It is important to us that you inform us about changes in your personal data and circumstances and we can notify you about changes in our services, rates and other important matters to you.

- In particular, it is important that you inform us immediately about:
  - changes in your personal data, contact details or place of residence; revoke of the power of attorney issued to your representative
  - changes in the details of the legal entity that you represent or a change of your representatives
  - any other circumstances that may be important in carrying out of the service agreement, and that you provide documentary evidence (e. g. initiation or institution of bankruptcy or restructuring proceedings; liquidation, reorganisation or transformation of the company, etc.). We cannot always receive such information directly from public registers so please provide it to us

Our service quality, effective provision of services, and protection of your accounts and data depends on timely receipt of information from you

- We will send you information using the contact details provided by you. Therefore, if you fail to inform us about changes in your contact details, you might not receive important information or other parties might receive the information intended for you
- You may select the most convenient way of communicating with us, for example, via email, by post, by telephone etc. We try to be accessible by the means most convenient for you, and will continue to implement new communication channels
- Upon provision of your electronic contact details to us (email, mobile telephone number, etc.), we will deem that you have received information sent to you via these channels. Therefore, it is important that you check the information received from us

- You can always find statutory information about deposit insurance on our website; at your request, we will furnish you with the information print-outs at any branch of the bank

! If we do not receive your notice of changes to your details, we will deem that the provision of information using your details available to us constitutes due fulfilment of our obligations to you.

We seek to ensure that the exchange of information between us is as quick as possible, therefore, we publish our notices or deliver them by hand using the details specified by you.

- You can receive or submit personal notices by phone, through the Internet Bank, by email, by post, via other electronic channels or at any branch of the bank
- Please send your notices using contact details provided on our website
- We publish notices that must be made public on our website and in the branches

! Please note that your verbal notices to us can be recorded according to the procedure prescribed by law.

- We choose the method of provision of our notices – public or personal – depending on the nature and content of the notice, legal requirements, and terms and conditions of our service agreements
- We deem our notice to be received by you:
  - upon expiry of 5 (five) days (when sending in Lithuania) or 14 (fourteen) days (when sending abroad) after the sending of the notice by ordinary post
  - on the nearest banking day upon posting if the notice has been sent via email or another electronic channel
- Where you are using a bank service jointly with another person, we will send relevant notices to any of you. Therefore, it is very important that you share such information with the service co-user
- If an agreement is concluded in Lithuanian and English, the text in Lithuanian will prevail

### Section 3. What you should know about representation?

You can use our services and execute the requisite documents either yourself or by authorising another person. If you have been authorised by another person, please provide us with a notarised power of attorney.

- In order to protect your interests we may ask you to act personally and not through a representative (for example, if we have contradictory information about your representative or his/her intentions or if the representative's behaviour raises reasonable doubts over proper representation)
- Security of your funds is always in the focus of our attention. Therefore, we ask you to take certain actions personally (for example, collecting your identification facilities (card PIN code, facilities for logging in to the Internet Bank, passwords, codes etc.)

### Section 4. How to submit electronic documents?

- You can execute the requisite documents electronically provided that you have concluded an agreement on the provision of electronic services with us. Your requests, applications, instructions and other documents certified by the identification facilities that we have provided to you will have the same legal force as the manually signed documents

### Section 5. What is important when submitting documents?

In order to protect your funds and interests, it is important for us to make sure that documents are genuine. Therefore, we ask you to provide original documents or copies certified by a notary.

- Documents issued abroad must be additionally certified by *Apostille* or legalised (depending on the issuing country). We will accept documents without the above-said certification if they are issued in the countries with which Lithuania has concluded relevant agreements. Documents drawn up in foreign languages should be translated into Lithuanian. The translation has to be signed by the translator, with his/her signature certified by a notary

! Please remember that you are responsible for the truthfulness of the information and the validity of documents submitted to us.

## Section 6. What is important to know about charges, interest and payments?

We apply service charges and / or charge interest on services.

- The majority of the charges for our daily services (charges for money transfers, payment card charges etc.) are specified in the price list which is available on our website and in the branches. Some other service charges and interest and procedures for application thereof are specified in the agreements on or rules for the provision of specific services and we recommend that you should read them carefully
- Information about terms and conditions of deposits and interest rates is published on our website and is available at the bank's branches
- Your accounts are debited with the amounts of the charges, interest and other amounts on the due date without your instruction. Please ensure that the required amount of money is available in your account on the due date
- The accounts are debited in euros or other currencies unless your service agreement or the price list states otherwise
- If balance of the account in the currency indicated in your service agreement is insufficient, we will, without your separate instruction, convert the account currency into relevant payment currency (according to non-cash buying /selling rate announced at our website) or debit relevant required amount to your other accounts

## Section 7. What is important when making payments under financing agreements?

Funds received from you will be allocated according to the procedure stipulated in your financing agreement. In the absence of such procedure, the funds will be allocated according to the procedure prescribed by law.

- If you have any outstanding amounts payable to the bank under several service agreements, please, when paying, necessarily indicate the specific agreement under which you are paying. If you fail to do that, we will distribute the amounts received at our own discretion

## Section 8. What actions will we take in extraordinary circumstances?

We always meet our obligations. Sometimes, however, we may have to suspend the fulfilment of the obligations due to specific circumstances or for other valid reasons, such as:

- during the upgrading of our information systems and correction of defects, short-time disruptions in the provision of the services may arise. We seek to plan the works in such a way that inconvenience for you is minimised, therefore, the works are usually carried out at night or during non-business days. We seek to give you an advance notice of such works. Still, in order to avoid potential losses, we might need to correct defects of the information systems at any time. In such cases some or all banking transactions may be temporarily unavailable
- failures of interbank settlement systems or other extraordinary circumstances beyond our control, in which case some or all banking transactions may be temporarily unavailable
- if any market destabilisation event exists or persists, it shall mean the existence / persistence of circumstances that have a material impact on the interbank market, i.e.

- before 12.00 noon on the day of setting variable interest rate portion, no variable interest rate portion (interest rate base) of the currency concerned and the period concerned is announced
- in the interbank market we are unable in the normal conduct of business to get the required sufficient relevant-period amounts in deposits in the currency concerned and/or the costs of borrowing funds in a relevant amount and currency over the variable interest rate period exceed the base interest rate of a relevant period
- in case of occurrence of force majeure (natural disasters, military actions, fires, explosions, destroyed communications, strikes, lockouts, actions of government institutions, either lawful or unlawful etc.), due to which we may suspend the fulfilment of our obligations in full or in part

## Section 9. What should you know about the Framework Agreement?

### Concluding the Framework Agreement

You enter into the Framework Agreement with us upon concluding the Bank Account Agreement or the Payment Card Account Agreement based on which a payment account is opened for you.

The Framework Agreement consists of:

- the Bank Account Agreement and/or the Payment Card Account Agreement
- the General Rules (including the Annexes and the price list)

The Bank Account Agreement and/or the Payment Card Account Agreement contains/contain your personal data, contact details, bank account number and other personal information. A credit card agreement also states the credit limit issued to you, annual interest rate and other credit limit related information.

The General Rules contain information which is important for using any service of the bank. The Annexes to the General Rules set out detailed descriptions of certain services (payment services, use of payment cards, crediting, investment and other services) and the price list contains the rates of charges for the services, execution times for the payment orders and other important information.

The Framework Agreement takes effect on the date of its conclusion and remains in effect indefinitely unless the Bank Account Agreement or the Payment Card Account Agreement states otherwise.

### Amendments to the Framework Agreement

Amendments to the Bank Account Agreement and the Payment Card Account Agreement may only be made by written agreement of the parties.

We may amend the General Rules on unilateral basis for valid reasons, provided that this does not infringe your interests, for example, due to a change in technical conditions of the services, upgrading of the information systems, compliance with the law, etc.

We will give you a 60 (sixty) calendar days' written notice of amendments to the General Rules. The amendments will be published on our website and in the bank's branches and will be notified to you personally.

Please inform us, if you do not agree to amendments to the General Rules. In such a case you may terminate the Framework Agreement prior to the effective date of the proposed amendments with an immediate effect and without any charge. If we do not receive your request to terminate the Framework Agreement, we will deem that you agree to the proposed amendments.

If amendments to the General Rules means more favourable terms of services, for example, the rates are reduced, additional opportunities are provided etc., such amendments will take effect on next day after the date of their publication or on the effective date specified in the notice.

You can familiarise yourself with the current General Rules and previous versions thereof on the bank's website or by visiting any branch of the bank. At your request, we may furnish you with a hardcopy of the General Rules or a digital copy thereof in a durable medium.

## Termination of the Framework Agreement

- You may terminate the Framework Agreement at any time by giving us a 30 (thirty) calendar days' written notice. You will not be liable to pay any termination charge unless your agreement was in effect for less than 6 (six) months and a relevant charge has been included in the price list
- We may terminate the Framework Agreement concluded for an unlimited period of time by giving you no less than 60 (sixty) calendar days' written notice, if your account has not witnessed any transactions over a period of one year or for other reasons
- Where your payment account is the main payment account included in the list of minimum banking services established by the Bank of Lithuania (in accordance with the Republic of Lithuania Law on Payments), we may terminate the Framework Agreement by giving you no less than 60 (sixty) calendar days' written notice, if your account has not witnessed any transactions over a period of 24 (twenty four) months or for other reasons
- We may terminate the Framework Agreement without notice only if any of the following valid reasons exists:
  - you have provided incorrect or incomplete information or have refused to provide or update it (and such information is essential for us)
  - you have failed to provide the requisite information about your financial position
  - you have failed to inform us about changes in the information (which is essential for us) and/or any new circumstances that can have an adverse impact on the discharge of your obligations
  - we have reasonable suspicions that you are related to money laundering and/or other criminal activities and/or you are avoiding/refusing to provide information about the origin of funds or assets or other data within the set time limit
  - we possess well-founded information which raises doubts over your reliability
  - there are other valid reasons for termination
- We will inform you about the unilateral termination of the Framework Agreement for valid reasons immediately

## Our guarantees upon termination of the Framework Agreement

- Upon termination of the Framework Agreement and closing your payment account, the funds balance will be:
  - Paid, at your request, in cash or by transfer to another account specified by you no later than within 5 (five) calendar days after receipt of your termination request
  - Transferred to any other account held by you with the bank (if any) or to the bank's internal account if you do not have another account and have not specified another account for the transfer of funds. Funds transferred to the bank's internal account can be disbursed only when you appear at the bank's branch in person
- If you are a consumer, upon termination of the Framework Agreement any regular service charges will be refunded to you in proportion to the period during which you were not using the services
- If you are a consumer, upon termination of the Framework Agreement you can always receive information, in hardcopy format or in a durable medium, about payment transactions in your account during the past 36 (thirty six) months or throughout the term of the agreement if less than 36 (thirty six) months have elapsed since the effective date of the Framework Agreement

## What should you know about the One-off Payment Agreement?

If you wish to execute a one-off payment transaction (e. g. to pay cash into another person's account at a bank's branch), a One-off Payment Agreement will be concluded and the Framework Agreement will not be necessary.

The One-off Payment Agreement takes effect at the moment in time you conclude it and expires when payment transactions is executed.

You can amend or terminate the One-off Payment Agreement until the moment of receipt of the payment order by the bank.

## Section 10. Conclusion of and amendments to a service agreement

Service agreements are normally concluded and amended by mutual agreement. Sometimes, however, for the purposes of upgrading our information systems, technologies or services and service processes or compliance with the law and Visa/MasterCard requirements, we may make amendments to your service agreement without your consent (even if the service agreement stipulates that amendments may only be made by written agreement).

- Amendments to the service agreement will not affect the essential terms and conditions thereof, and your rights and interests will not be infringed
- We will give you a 60 (sixty) calendar days' written notice of the amendment by publishing it on our website, in the bank's branches and in the Internet Bank or by informing you in person
- You may amend or terminate a term deposit agreement through the Internet Bank (irrespective of where it was concluded)

## Section 11. What should you know about entering into a service agreement via electronic channels?

At your request, some service agreements may be concluded via electronic channels. In such cases the following additional conditions apply:

- A service agreement concluded via electronic channels will take effect upon expiry of 14 (fourteen) days after the day on which it was concluded
- You can renounce a service agreement concluded by this method without any charge within 14 (fourteen) days after the day on which it was concluded by giving us a written notice at the bank's branch (the branch addresses are provided on our website) or through the Internet Bank
- At your request the agreement will have an immediate effect. If you terminate the agreement within 14 (fourteen) days you will have to pay for the services actually provided
- You may receive a hardcopy of the service agreement concluded via electronic channels at the bank's branch

**!** Provisions set out in this section apply to consumers only.

## Section 12. What should be done in the case of any misunderstanding?

We always seek to resolve any misunderstandings in an amicable way and endeavour to ensure that our services meet your expectations. In order to provide feedback on the quality of our services or looking for a solution, please first contact us using the contact details published on our website. In case if you did not get a response and the issue has not been resolved, inform us by submitting an enquiry or a claim. For more information see our website.

- In order to receive a response to your enquiry or claim as quickly as possible, please describe the situation in detail and provide relevant documents
- We will reply to your written enquiry about additional information on the bank's services no later than within 30 (thirty) calendar days and to your claim concerning improper provision of services within 14 (fourteen) calendar days
- If you are a consumer and you are not satisfied with our response, you may approach the Bank of Lithuania (Žirmūnų g. 151, Vilnius, [http://www.lb.lt/gincu\\_nagrinejimas](http://www.lb.lt/gincu_nagrinejimas)) within one year after the date of receipt of the response. You may also defend your infringed rights in court
- In the process of consideration of a claim/enquiry concerning an unauthorised payment transaction executed using a payment instrument, we may return the contested amount to your bank account. Having established that the claim is ungrounded, we will debit the account with the said amount
- In the event of referral of the case to court, a lawsuit will be filed against you in Vilnius City District Court or Vilnius Regional Court depending on the lawsuit amount (applicable to legal entities only)

- Any legal issues or disputes between us will be governed by the Lithuanian law unless we have agreed otherwise
- We may record any telephone conversation related to the provision of the bank's services and conclusion and carrying out of agreements. Any recordings of such telephone conversations and notices received via other electronic channels can be used as evidence in case of a dispute resolution in court
- If an enquiry or a claim is submitted after 16.00 it will be deemed that it has been submitted on next banking day

### Section 13. How do we use the information you entrust to us?

We use your personal data and other information while providing consultations and bank services to you and while informing you about new or improved services. This information is necessary for your identification and for ensuring security of your funds and information. Information about processing of your personal data is provided in the Policy of SEB Companies in Lithuania on the Processing of Personal Data.

### Section 14. What is confidential information?

Any information exchanged and any agreements concluded by and between are confidential. We and you may disclose such information without the other party's consent only if required by law enforcement authorities or other authorities in cases established in the laws.

! Please note that by sending or preferring to receive notices and any other information via email, by telephone or other electronic channels, you assume the risk of potential disclosure of confidential information to third parties.

! Transmission of your personal data to other parties in the cases specified in this Section 14 is not deemed to be disclosure of the bank's secret or confidential information.

### Section 15. Definitions

In order to ensure that you and us understand the terms used in the General Rules and the Annexes thereto correctly and in the same way, we provide the terms and their definitions below:

**due date** – a calendar e-invoice payment date;

**authentication** – a procedure performed by us in order to verify your identity and the lawfulness of use of the payment instruments including its personalised security credentials;

**authorisation** – your consent to execute a payment transaction given in our mutually agreed ways;

**banking day** – a day on which the bank executes banking transactions and carries out the relevant activities. We execute payment transactions between accounts in our bank on a daily basis. Funds transfers to accounts in other banks are performed on business days provided that the settlement centre through which the transaction is executed is open for business;

**bank charges** – charges applicable to our services as stated in the price list and the Service Agreements;

**contactless payment card** – a debit or credit card which can be used for a contactless payment and which bears the contactless symbol;

**contactless payment** – a transaction performed by means of a contactless card which has to be touched against a card reader marked with the special symbol;

**CVC2 / CVV2 code** – a personalised security code used for on-line payments. The CVC2/CVV2 code consisting of 3 digits is written on the back side of the payment card (except Maestro and Visa Virtuon cards), within the signature

strip. On Visa Virtuon, the CVV2 code is printed on the card. The CVC2/CVV2 code forms an integral part of the personalised security features of a payment card, and in case of its disclosure, blocking of the payment card is not needed;

**business day** – any day except for days-off and holidays;

**debit card** – a payment card that is linked to the payment account and which is a means of managing your funds kept in the account;

**Debit Card Agreement** – an agreement concluded by and between you and the bank under which a debit card has been issued to your and which states down the conditions for the use of the debit card;

**electronic channels** – the channels through which we provide services and information to you remotely, using means of communications. Such means and channels include the Internet Bank, the systems of service provision by phone and SMS, the online securities trading system and other electronic service provision channels of the bank, which enable you to conclude transactions and you and us to exchange information;

**electronic card reader** – a card payment device installed at a sale and/or service point;

**e-invoice** – an electronic invoice issued to you by a seller for the services provided and/or goods bought;

**automated payment of e-invoice** – payment against an e-invoice sent by the seller, where you instruct us to automatically transfer funds from the account specified by you;

**e-invoice automated payment agreement** – an agreement concluded by and between you and us under which we pay, on your behalf, the e-invoices sent by the seller;

**e-invoice forwarding address** – a bank account number (IBAN format) specified by you in your application for the e-invoices;

**payee** – a private or legal person, an organisation or a division thereof specified in the payment order as the funds recipient in the payment transaction;

**Internet Bank** - the electronic system of online services of the bank;

**investment service** – a service for investments in deposits, investment fund units, pension funds, other financial instruments or unit-linked life insurance;

**account statement** – a document in which we provide information about a payment transaction/transactions executed in your payment account over a certain period;

**price list** – a list of services and transactions stating the charge fees applied by us and other important information;

**client** – a private or a corporate client using our services;

**card holder** – a private person having the right to use a payment card and to conduct payment transactions from his account or from another person's account subject to authorisation;

**Card agreement** – a debit card agreement or a credit card agreement;

**credit card** – a payment card linked to a credit card account which is the means of managing the funds in the credit card account and the credit limit (if any);

**Credit Card Agreement** – an agreement concluded by and between you and the bank under which a credit card has been issued to you, which sets out the terms and conditions for the card use, and specifies the credit limit granted to you personally as well as the terms and conditions of its use;

**credit limit** – a credit limit granted to you personally, which you can use for your personal needs on the terms and conditions stipulated in the agreement;

**seller** – the person that provided services or sold goods to you and has issued an invoice therefor;

**funds transfer** – a payment service whereby we transfer funds, according to a payment order received from you, from your account to the recipient's (your or another person's) account;

**limit (used in the E-invoice Rules)** – your indicated maximum amount that can be paid automatically against an e-invoice per day and/or per calendar month;

**payment day** – the day of automated payment against an e-invoice as selected by you;

**payment card** – a debit card or a credit card issued to you as an electronic payment instrument;

**payment period** – the period specified by the seller in which the day of automated e-invoice payment as selected by you must be included;

**payment order** – the payer's or the payee's instruction for executing a transaction given to us;

**payment transaction** – transfer of funds to / withdrawal of funds from an account or a funds' transfer initiated by the payer or on his behalf or by the payee;

**payment service provider** – an entity (a bank, a payment institution etc.) providing payment services to the payer or the payee;

**payment instrument** – a personalised means and/or certain procedures on which we have agreed with you and which you use for payment purposes (e. g. an Internet Bank, a payment card etc.);

**payment account** – an account opened in your name, which is used for payment transactions;

**payer** – a private or legal person, another organisation or a division thereof that submits the payment order;

**non-business day** – days-off (Saturday and Sunday) and public holidays (listed in Article 123 of the Labour Code of the Republic of Lithuania);

**basic currency exchange rate** – a currency exchange rate published on our website and used for the currency exchange;

**additional card holder** – a payment card holder who has been authorised by the account holder to conduct payment transactions with the payment card linked to the account owner's account. By completing an application for the issue of an additional payment card, the account owner agrees to the use of his/her account by other persons to whom the additional payment card has been issued;

**Additional Credit Card Agreement** – an agreement concluded with the person specified by the holder of the main payment card, which sets out the requirements for the use of the additional credit card;

**Terms and Conditions of Service Provision** – terms and conditions of provision of a specific service with which you are made conversant while ordering a service or concluding an agreement;

**service recipient number (Service ID)** – a unique number of a service/goods supply agreement assigned by the seller and used in its system (client code, client number, reference number etc.);

**Service Agreement** – an agreement on the provision of a specific bank service concluded by and between you and us;

**credit e-invoice** – an invoice issued to you by the seller upon updating the details of the e-invoice issued earlier;

**durable medium** – a medium in which certain information intended for you personally is stored in such a way that it is accessible during a certain period and from which information can be restored unmodified;

**personalised security credentials** – data used for authentication purposes, which we provide to you or which is created using a personalised means issued to you by us (e. g. a PIN code, passwords, codes, keys or combinations thereof used for your identification);

**PIN code** – a personalised security feature known only to the payment card holder and used to confirm the authenticity of transactions conducted with a payment card;

**e-invoice application** – your application for receiving e-invoices intended for the seller;

**strong customer authentication** – an authentication procedure which involves secure use of at least the two elements as follows:

- knowledge (what you know, e. g. PIN code)
- possession (something only you possess, e. g. a digipass)
- inherence (what is particular to you only, e. g. your ID)

Note. Failure to observe any of the elements may not undermine the reliability of the remaining ones.

**website** – our website [www.seb.lt](http://www.seb.lt);

**unique identifier** – a combination of letters, numbers or symbols that the payment service provider assigns to a service user and which is used for the unequivocal identification of the user of payment services taking part in a payment transaction and/or his payment account used in the transaction. The unique identifier of your payment account with the bank is the IBAN number of your account (International Bank Account Number);

**foreign country** – a country other than the European Union Member State and other than a Member State of the European Economic Area;

**foreign currency** – a currency of a country other than the European Union Member State and other than a Member State of the European Economic Area;

**Member State** – A Member State of the European Union and of the European Economic Area;

**consumer** – a private person who seeks to conclude or concludes service agreements with us for purposes not related to his business, commerce, trade or profession (for consumption purposes);

**corporate client** – a client who is not a consumer;

**3D code** – a one-off personalised security code sent to the card holder by SMS or via email while the card holder conducts a payment transaction by card in an online store. The 3D code is used to authorise the payment transaction. This feature forms part of the payment card's personalised security features and in case of disclosure of just this feature you do not need to block your payment card.

## Section 16. Annexes to the General Rules

The Annexes to the General Rules set out the procedures for the provision of specific services and the service charges applied. All the Annexes form an integral part of the General Rules and their provisions are interpreted in conjunction with the provisions of the General Rules having regard to the context.

Annexes:

Annex 1. Payment Services and Bank Account Management Rules

Annex 2. Payment Card issuance and use terms

Annex 3. Rules for the Conclusion and Conduct of Foreign Exchange Spot Transactions

Annex 4. Rules for the Provision of Consulting Services

Annex 5. Electronic Invoice Forwarding and Payment Rules

# Payment Services and Bank Account Management Rules

### Section 1. What information is provided in this Annex?

Payment Services and Bank Account Management Rules (the 'Payment Rules') are set out in this Annex. Please read the Payment Rules to familiarise yourself with the main features of payment services: the procedures for placing, executing and recalling payment orders, charges applied, information about your bank account and payment transactions that you can receive, your and our responsibility and other important information. Payment services provided by us and the charge rates are specified in the price list.

### Section 2. What should you know about exceptions to the application of these Payment Rules?

Provisions of these Payment Rules apply to all payment transactions in Lithuania and between the Member States in the currencies of the Member States. Some provisions of the Payment Rules may not apply if payment transactions are executed in the foreign countries' currencies between the Member States, also if payment orders to transfer funds to foreign countries are being executed, or funds are received from foreign countries (in any currency). Specific exceptions from the Payment Rules are stated in this Section.

If you are a corporate client, we

- have the right not to apply certain terms and conditions of payment services and information-related requirements (laid down in Chapter III of the Republic of Lithuania Law on Payments)
- may apply charges for the provision of information, performance of other information functions, or corrective or preventive measures (according to Article 11 (1), (2) and (5) of the Republic of Lithuania Law on Payments) provided that the charges have been included in the price list

### Section 3. What should you know about the consent to a payment transaction and completion of a payment order?

A payment transaction is deemed to be authorised only subject to your given consent to execute the payment transaction. You can give your consent to execute a payment transaction by signing a payment order form in the bank's branch, by an electronic signature, by using the identification means provided by us (passwords, code or other personalised security credentials) in the Internet Bank or the mobile application, or by any other method agreed with us. Documents signed in the Internet Bank are deemed to be authorised by you and having the same legal force as hardcopy documents signed by you.

You may also give your consent to execute a payment transaction immediately after the transaction is executed, provided that we had agreed on this.

You may withdraw your consent to execute a payment transaction prior to the moment of receipt of the payment order by the bank (please see Section 4 of the Payment Rules for more details). You may also withdraw your consent to a number of payment transactions; in such a case we will deem all future payment transactions as unauthorised. In order to withdraw your consent to any future or periodic payment transactions you should notify us no later than by the end of the business day preceding the day on which the payment transaction is to be executed.

Please complete the payment order form very carefully as you are responsible for the correctness of the information in the payment order.

Please remember that the payment account number assigned to you is a unique identifier which must be specified in payment orders.

The bank performs debiting and crediting transactions using the payment account number specified in the payment order. We do not check whether the payee's account number specified in the payment order belongs to the specified person. If you specify an incorrect account number, the debiting or crediting will be incorrect.

It is deemed that a payment transaction executed using the account number specified in the payment order form was executed correctly.

We transmit the information provided in the payment order to the provider of payment services to the funds recipient. We may ask you to provide additional mandatory information if this is necessary for proper execution of the payment order.

#### **Section 4. What should you know about the moment in time of receiving your payment order at the bank and execution of the payment order?**

The time of execution of a payment order is counted from the moment of receipt of the payment order by the bank. The time limit for the placing of the payment order in order to consider it received on the same day is specified in the price list.

A payment order is deemed to be received:

- on the day when the payment order was placed, if you placed it on a banking day by the specified time
- on the first banking day following the day when the payment order was placed, if you placed it after the time specified in the price list

If your account balance is insufficient for the execution of the payment order placed in the Internet Bank, we check the account balance for 5 (five) calendar days in succession, attempting to transfer the funds. In this case, the payment order is deemed to be received by the bank and the time limit for execution of the payment order is counted from the day when the account balance becomes sufficient for the execution of the payment order. If you do not wish that we attempt to execute the payment order for 5 (five) calendar days, you can recall the order prior to the moment of its receipt by the bank.

At your request, we can execute your payment order on a specific day agreed by us, if you specify this while placing your payment order. In such a case this specifically agreed date is deemed to be the date of receipt of your payment order by the bank; if such date is a non-banking day, the payment order is deemed to be received on next banking day. If your account balance is insufficient on the day of receipt of your payment order by the bank, we will not execute your order.

Please note that mandatory payment orders received from competent bodies (such as law enforcement bodies, bailiffs, the State Tax Inspectorate etc.) have precedence over other payment orders.

Upon receipt by the bank, payment orders cannot be recalled, unless we have specifically agreed otherwise.

#### **Section 5. What is the time limit for execution of payment orders?**

Specific time limits for the execution of payment orders have been set in the price list. This Section provides information on the maximum time limits for the execution of payment orders.

We ensure that, upon receipt of a payment order by the bank, the amount of the payment transaction in euros is credited to the account of the payee's payment service provider as follows:

- if the payee's account is with a bank registered in Lithuania – on the same day, provided that you have placed

your payment order on a banking day before the time specified in the price list. If you have placed your payment order on a non-banking day or after the time specified in the price list, we ensure that the funds are transferred to the payee's account no later than on next banking day. This term may be extended by one banking day if the payment transaction has been initiated by a payment order in a hardcopy format

- if the payee's account is with a bank registered in another Member State – within the time limit set in the price list but no later than by the end of next banking day. This term may be extended by one banking day if the payment transaction has been initiated by a payment order in a hardcopy format

We ensure that funds transferred in a currency other than euro will be credited to the account of the payee's payment service provider registered in Lithuania or other Member States within the time limit set in the price list but no later than within 4 (four) business days after the receipt of the payment order by the bank.

Where the payee's account is with a bank registered in a foreign country, we do not set a time limit for the crediting of the account of the payee's payment service provider, except for cases specified in the price list.

Please note that payment orders for the transfer of funds between accounts with the bank are executed on a daily basis.

## **Section 6. What should you know about the time limits for crediting accounts and currency?**

We credit funds intended for you as soon as the bank receives them.

Please note that in cases where you receive funds under a cross border payment order, sometimes we can permit you to use such funds earlier than the bank actually receives them. However, in the event of failure of the payee's payment service provider to transfer the funds we have the right to limit the use of the credited funds or to debit your account with the relevant amount. If funds in your account are insufficient for such debiting, you will be obliged to return the amount to us immediately.

If cash is paid into your account, we credit the amount:

- immediately upon receipt of the funds – if you are a consumer
- no later than on next banking day – if you are a corporate client

The funds are credited to your account in the payment currency. A full list of payment currencies is published on our website. Information about the crediting procedure where a multi-currency account is linked to the payment card is provided in the Payment Card issuance and use terms.

Cash may be paid in to or withdrawn from your account in various currencies without using a payment card. The list of the currencies is published on our website.

## **Section 7. What should you know about charges, interest rates and currency exchange?**

You will pay charges for the payment transactions and/or related services and for recalling of payment orders as specified in the price list, in the specified currency. The account in which the transaction is executed, or another account with the bank, will be debited with the amount of the payment transaction charge.

You pay the regular charge for the payment services on proportional basis until the date of termination of the Framework Agreement. If you have paid the charge in advance, we will refund it to you on proportional basis upon termination of the Framework Agreement.

If you have received a credit from us for the execution of payment transactions, you will pay interest and charges on such credit as set in the Framework Agreement, the service agreement or the price list.

If funds in the account are insufficient for the payment transaction and for the bank charges, we will not be able to execute the payment transaction.

If funds in the account in the required currency are insufficient for the payment of the charges, we may exchange the currency into the required currency applying the basic currency exchange rate. Upon changing the basic currency exchange rate we will start applying it without a warning. We will publish information about this on our website and at the bank's branches.

We may pay interest on the funds kept in the payment account, unless we have agreed otherwise. The interest rate is published on our website and at the bank's branches. Interest accrues on the account balance (after the last transaction executed on the relevant day), given that there are 365 (three hundred and sixty five) days in a year. Interest accrued during a calendar month is transferred to your account on the last day of a calendar month. Please note that, in the event of lowering of the interest rate, you have the right to terminate the Framework Agreement immediately and free of charge within 30 (thirty) calendar days after the date of publication of the lowered interest rate.

We may change the interest rate or a currency exchange rate immediately without a notice if the changes are related to the agreed base interest rate or the base currency exchange rate. We will notify the change in the interest rate as soon as possible through our website and at the bank's branches. We may start applying the changed interest rate that is more favourable to you or the changed currency exchange rate without a notice.

## **Section 8. What information is provided in the statement of your bank account and how you can access it**

If you make payments from your account, in the statement of your bank account you may find the following information:

- information according to which you can identify each payment transaction (payment transaction number etc.) and the payee details
- amount of the payment transaction in the currency in which the payment account was debited
- currency exchange rate applied and the transaction amount upon exchanging the currency if the exchange has been made
- amount of bank charges applied (where more than one charge applies to the payment transaction, all the charges will be specified)
- account debiting date

If you receive funds to your account, in the statement of your bank account you may find the following information:

- information according to which you can identify each payment transaction (payment transaction number etc.), the payer details and the payment order details sent with the payment transaction
- amount of the payment transaction in the currency in which your payment account was credited
- amount of bank charges applied (where more than one charge applies to the payment transaction, all the charges will be specified)
- currency exchange rate applied and the transaction amount prior to exchanging the currency if the exchange has been made
- account crediting date

You can familiarise yourself with statements of account in the Internet Bank, at the bank's branch or by any other method agreed with us (e. g. by post).

You can view statements of account in the Internet Bank free of charge and to print it out at any time as many times as you wish. We may set the longest period for which the payment transactions' information will be provided in the statement of account, however, this period is always at least 30 (thirty) calendar days.

You have the right to receive, once in a month, a statement of account in a durable medium or in a hardcopy format at any branch of the bank free of charge. The statement of account will contain information for the preceding calendar month or 30 (thirty) calendar days after the date of the application. Corporate clients receive this service at a charge specified in the price list.

If you wish to receive statements of account more frequently or for a period exceeding 30 (thirty) calendar days, the charges specified in the price list will apply.

If you are a corporate client, statements of account will always be provided at a charge.

**!** You must view the information on payment transactions conducted in the payment account at least once in a month in order to spot unauthorised or improper payment transactions and to timely inform us. Should you fail to view your statement of payment account and to timely inform us about unauthorised or improper payment transactions for reasons beyond our control, we are not responsible for such payment transactions.

## **Section 9. One-off payment transactions**

If you have not concluded the Framework Agreement with us and do not have an account with the bank but you wish to execute a one-off payment transaction (for example, pay cash into another person's account), you may do that by concluding a One-off Payment Agreement at the bank's branch. The terms and conditions of the One-off Payment Agreement and the payment transaction are set out in the one-off payment order form presented to you prior to the transaction.

One-off payment transactions are executed on the terms and conditions of payment transactions set out in the Framework Agreement unless the One-off Payment Agreement stipulates otherwise.

Upon receipt of your order for a one-off payment transaction, we will furnish you with:

- information according to which you can identify each payment transaction (payment transaction number, etc.) and the payee details
- amount and currency specified in the payment order
- amount of bank charges applied (where more than one charge applies to the payment transaction, all the charges will be specified)
- currency exchange rate applied and the transaction amount upon changing the currency if the change has been made
- date on which the payment order was received

At your request we can provide the above information in writing or in another durable medium.

## **Section 10. What should you know about payment instruments?**

A remote payment transaction is a payment transaction that can be initiated by you online or using another remote communication means. If you wish to conduct remote payment transactions, we can provide you with a payment instrument (a payment card or the right to use the Internet Bank or another means offered by us). We will provide you with a payment instrument if you conclude an agreement with us, stipulating the payment instrument and the terms and conditions of providing and using personalised security credentials. You are responsible for the use of the payment instrument strictly in accordance with the agreement.

If you place payment orders using a payment instrument (a payment card or the Internet Bank), maximum limits for payment transactions may be set in the agreements on the use of such payment instrument.

## **Section 11. What to do if you lose your payment instrument?**

You are obliged to keep safe the payment instrument received from us and the related personalised security credentials and to ensure that the personalised security credentials is not disclosed to any third parties.

As soon as you learn about the loss, theft, misappropriation or unauthorised use (without your consent) of your payment instrument, or that the personalised security credentials assigned to you have become or could become known to other persons, please immediately inform us using the contact telephone numbers provided on our website. The information can be provided at any time 24/7 using the said contact details.

## Section 12. In what cases you should block a payment instrument and/or payment account

You should approach the bank and ask to block your payment account and/or payment instrument if:

- you have lost your payment instrument or the related personalised security credentials have become or could become known to other persons
- funds in your payment account and/or your payment instrument is being used or might be used illegally

You have to make the request for the blocking of a payment instrument and/or account by phone using the contact telephone numbers provided on our website or by visiting a branch of the bank.

In case of an oral request we may ask you to provide a confirmation in writing or by any other means acceptable to us.

Blocking of your payment account and/or payment instrument initiated by you will be lifted upon receipt of your written request.

We may replace the blocked payment instrument with a new one. In such a case you will have to pay the direct costs of such replacement.

## Section 13. Cases in which we can block your payment instrument and /or your payment account

We can block your payment account (stop or suspend payment transactions in it) and/or payment instrument (deny your access to it in full or in part) in the following cases:

- a threat to the security of funds in your payment account or your payment instrument has been identified
- we have suspicions that funds in your payment account and/or your payment instrument are/is being used illegally or in bad faith
- a risk that you will not be capable of fulfilling your financial obligations has increased considerably – where a payment instrument with a credit limit is being used
- we have suspicions that funds in your payment account and/or your payment instrument are/is being used for criminal activities
- we receive contradictory information about persons that are empowered to represent you
- you fail to comply with the provisions of service agreements concluded by us, or in other cases established in the laws
- you have failed to submit, at our request, your updated details or details of your representatives and related parties (that must be provided according to the law) and/or other information (in cases where such information is essential to us)

**!** We are not responsible for your losses incurred due to a blocking of your payment instrument and/or account for reasons specified above.

We attempt to inform you about the blocking of payment accounts and/or payment instrument prior to or immediately after the blocking.

Please note that we will not inform you in cases where this is prohibited under the law or where this would lead to the weakening of security.

Blocking of the payment account and/or payment instrument done on our initiative will be lifted as soon as reasons for the blocking are eliminated.

## Section 14. Suspicious payment transactions

We deem a payment transaction initiated via an electronic channel as a suspicious payment transaction if we suspect that the payment order was placed by a person other than you, identification means were used in an insecure way, security of the facilities used by you for the connection to the bank's electronic channels (computer equipment, software, telephone equipment etc.) has been breached, or other indications of breach of security or other suspicions exist.

If a payment order placed via an electronic channel displays features of a suspicious transaction, we may block your use of payment instruments and/or means of identification and contact you in order to receive your confirmation or denial of the initiation of the transaction. In such cases we will use the contact telephone number provided by you.

**!** If you have any doubts over the reliability of a notice received, please contact us on the telephone numbers provided on the website as soon as possible, to make sure that the notice was sent by us.

If we are not able to contact you, we have the right to refuse to execute such payment order and deem it not confirmed. Therefore, it is very important that we have your current contact details. We will inform you that we have not executed the payment transaction by a message in the Internet Bank no later than within one business day.

## Section 15. Your and our liability

### Liability for incorrect payment transactions

If you have indicated an incorrect bank account number in your payment order, we are not responsible for non-execution or defective execution of the payment transaction, however, we will take all possible measures to determine the reasons therefor and will endeavour to recover the funds of the payment transaction. In such cases, a charge applies for the administration of the payment recall as stated in the price list.

If funds have been credited to your account based on an incorrect bank account number specified by the payer in the payment order, and you do not agree to repay such funds and we have not received from you a legally valid disagreement to the transmission of your personal data (if you are a private person), we have the right to transmit your personal data to the payer's payment service provider.

If we can not execute a payment order for reasons beyond our control (for example, you have provided inaccurate details in your payment order, the payee's account has been closed etc.), we will return the debited funds to your account. We will not refund you the charges for the execution of the payment order and will not pay you interest on the delay in the execution of the payment order. In such a case we have the right to debit your account in the amount of the refund-related costs.

If your account was credited incorrectly we have the right to debit your account without your consent. If your account balance is insufficient for such debiting, you are obliged to repay the amount incorrectly received within 3 (three) calendar days after receipt of our request.

Please note that in the case if funds in your account have been seized or their disposal has been otherwise restricted by a competent authority, we will not execute your payment orders and will not be responsible for non-execution thereof. If your account has a set limit within which you may execute transactions freely, you may submit your payment order only at the bank branches.

### Notice of unauthorised transactions or incorrectly executed transactions

We will return the amount with which your account was incorrectly debited provided that you, having learned about an unauthorised or improperly executed payment transaction with respect to which you can make claims under these Payment Rules, notify us immediately but no later than within 13 (thirteen) months after the debiting date, and no later than within 60 (sixty) calendar days if you are a corporate client. You may spot unauthorised or incorrectly executed payment transactions upon familiarisation with the transactions information and upon checking your statement of account.

## Our liability for unauthorised payment transactions

Having learned about an unauthorised payment transaction we will return the amount of the unauthorised transaction immediately but no later than by the end of next banking day and will restore the account balance, unless there are grounds for suspecting fraud. We also ensure that you will not incur losses (in terms of interest payable or receivable) due to unauthorised payment transactions.

## Our liability for non-execution, defective or late execution of payment transactions

Upon initiation of a payment order by you, we are responsible for the proper execution of the payment transaction up until the relevant amount is received by the payee's payment service provider. Having learned about non-execution or improper execution of the payment transaction due to our fault, we will make a refund of the amount of such transaction and to your relevant account and restore the balance of the account that was debited. We will ensure that you do not incur any losses in terms of interest payable or receivable.

After the amount of the payment transaction is received by the payee's service provider, the latter assumes responsibility for the proper execution of the payment transaction.

If you are a consumer making a payment to foreign countries in any currency, we are not responsible for errors and actions of any intermediaries that we use for the execution of payment transactions (e. g. EBA Clearing, correspondent banks etc.) as a result of which your payment order may be not executed or delayed.

If you are a corporate client, we are not responsible for errors and actions of the intermediaries as a result of which your payment order may be not executed or delayed irrespective of the payment currency and the country to which the payment is made.

If you are a payee and we are responsible for the crediting of your account, we will immediately credit the correct amount to your account upon learning about an improper or delayed payment transaction. We also ensure that you do not incur any losses in terms of interest payable or receivable.

In case if we are unable to credit the received amount to your account, we return the amount to the payer immediately but no later than within 2 (two) business days.

If you are a payer and the execution of a payment transaction initiated directly by you is delayed, upon receipt of your request we will apply to payment service provider acting on the payee's behalf asking to ensure that the payee does not incur losses due to interest payable to or paid by you (compared with the situation in which the payment transaction would have been duly executed).

If you are a payee and the execution of a payment transaction initiated directly by the payer is delayed, upon receipt of a request from the payment service provider acting on the payer's behalf, ensure that you do not incur losses due to interest payable to or paid by you (compared with the situation in which the payment transaction is duly executed).

Upon receipt of your request concerning a payment transaction that was initiated directly by you and which has not been executed or defectively executed, we will immediately take steps to determine the reasons and notify the search results to you. You will not be charged for this.

If you are a payer and a payment order is initiated by the payee or through the payee, the payee's payment service provider is responsible for the due transmission of the payment order to us.

If you are a payer and a payment order initiated by the payee or through the payee is transmitted with a delay, the payee's payment service provider does not incur losses in terms of interest payable to or receivable by the payment service provider.

If you are a payer and a payment transaction initiated by the payee or through the payee, for which the payee's payment service provider is not responsible, was not executed or executed with a delay, we assume responsibility for such non-execution or delayed execution. We will immediately repay the amount of such payment transaction to you, restore the balance of the payment account which had been debited, and ensure what you do not incur losses in terms of interest payable or receivable to/from the payment service provider (compared with the situation in which the payment transaction is duly executed).

If you are a payee and you have initiated a payment order or it has been initiated through you, we are responsible for the due transmission of the payment order to the payer's payment service provider.

If you are a payee and the transmission of a payment order initiated by you or through you has been delayed, we ensure that you do not incur losses due to interest payable to or paid by you.

If you are a payee and a payment order initiated by you or through you is not executed or is defectively executed, the payer's payment service provider will assume responsibility to the payer. The payer's payment service provider will immediately return to the payer the amount of the payment transaction that has not been executed or has been defectively executed, restore the balance of the account that was debited, and ensure that the payer does not incur losses in terms of interest payable to or paid by the payment service provider. If the payer's payment service provider proves that we have received the amount of the payment transaction even though the latter was delayed, we will ensure that you do not incur losses as a result of interest payable to you or paid by you (compared with the situation in which the payment transaction is duly executed).

If you are a payee and a payment transaction initiated by you or through you is not executed or defectively executed, in all cases, upon receipt of your request, we will take steps immediately to determine the reasons and to notify the search results to you. We will not charge you for this.

We will compensate you for any charges and interest incurred by you due to non-execution or improper execution of the payment transaction due to our fault. We will also repay you the amount of interest incurred by you due to the delayed execution of payment transactions due to our fault.

If a payment transaction is delayed or your account is debited groundlessly, at your request we will pay you penalty at the rate of 0.02% (zero point zero two percent) of the payment transaction amount for each delayed day.

Please note that we are not responsible for any additional expenses or indirect loss incurred by you (loss of income, profit etc.) in relation to a payment transaction that has not been executed or has been improperly executed.

**!** Please note that provisions of this Section apply only to consumers conducting payment transactions in any currency, provided that the registered head offices of payment service providers of both the payer and the payee are in a Member State.

## **Section 16. Refunding of amounts of payment transactions initiated by the payee or through the payee**

If you are a consumer you can recover the full amount of the payment transaction initiated by the payee or through the payee, authorised and executed, provided the following conditions have been met: during the authorisation of the payment transaction its exact amount was not specified and the amount of the payment transaction exceeds the amount that you could have reasonably expected. In such a case we will ask you to provide evidence of meeting of the conditions. Upon submission of the evidence, we will repay you the amount of the payment transaction executed and ensure that you do not incur loss due to interest payable to you or paid by you.

You have the right to request the repayment of the payment transaction initiated by the payee or through the payee within 8 (eight) weeks after the day when your account was debited with the amount.

On receipt of your request to repay the amount of the payment transaction, we will repay the full amount within 10 (ten) business days or will provide the reasons for non-repayment.

**!** Please note that provisions of this Section apply to payment transactions initiated by the payee or through the payee in any currency, provided that they are executed by payment service providers registered in the Member States.

## **Section 17. What is important to know about losses arising from unauthorised payment transactions?**

In the event of unauthorised payment transaction executed due to a use of a payment instrument that had been lost or stolen or illegal acquisition of a payment instrument, you may have to cover:

- losses up to EUR 50 (fifty euro) if you are a consumer or
- full losses if you are a corporate client

You will not incur any loss due to unauthorised payment transactions, if:

- you acted in good faith and could not notice the loss, theft or misappropriation of the payment instrument prior to the payment transaction
- the unauthorised payment transaction took place due to our fault

You have to cover all the losses arising from unauthorised payment transactions if they arose due to your actions in bad faith, carelessness or intentional non-fulfilment of your obligations stipulated in the agreement on the provision of a payment instrument (failure to take action to keep safe the personalised security credentials provided to you etc.).

Any losses arising after you report the lost payment instrument or unlawful payment transaction to will be borne by us except for the cases when you have acted in bad faith.

If we fail to make it possible for you to anytime notify us about the loss of payment instrument, any loss arising from its unauthorised use shall be borne by us, unless you have acted in bad faith.

If we do not require a strong customer authentication, you will have to pay losses arising from unauthorised payment transactions only if you have acted fraudulently.

**!** Please note that provisions of this Section apply to consumers only, except for the provision on losses arising from unauthorised payment transactions if you are a corporate client and a lost, stolen or misappropriated payment instrument has been used.

### **Section 18. Cases of exemption from liability**

Responsibility provisions contained in these Payment Rules do not apply in extraordinary and unforeseen circumstances beyond our control, the consequences of which are unavoidable despite all efforts, as well as in other cases established in the legal acts governing our activities.

### **Section 19. Use of the payment initiation and account information services**

The General Rules are applied using the services described in this Section, unless this Section stipulates otherwise.

What is the payment initiation services? By using this service at another payment institution, you may initiate the transfer of money from your account with our bank. You are responsible for the consent to the transfer of money. You may not recall your consent given to another payment institution.

What is the account information service? By using this service at another payment institution, you may obtain information about the balance of your account with the bank and the payment transactions conducted therein. You may use the account information service upon giving your consent. When providing the account information service we will record your consents. You may recall the consents in the Internet Bank.

Your contractual relations with the payment institutions providing the payment initiation and account information services are established in the laws. Prior to starting the use of the payment initiation and account information services, please make sure that the payment initiation and account information services' payment institutions hold permits to provide the relevant services issued by the Bank of Lithuania or another competent institution. Please familiarise yourself with the information provided by the payment institutions.

We will enable the payment initiation and account information services' payment institutions to familiarise themselves with the information related to the services.

These services are provided only to clients using the Internet Bank. Provision of these services may only be denied in cases established in the laws. You will be informed about this in person unless the law establishes otherwise.

In order to ensure security of your funds and information, please inform us immediately about any unlawful use of the services described above.

# Payment Card issuance and use terms

### Section 1. Thank you for using our bank's issued payment cards

We seek to ensure that SEB payment cards are coherent and convenient to use. These Payment Card issuance and use terms (the 'Rules') provide information about card usage.

- The Rules are in accordance to the Lithuanian and European Union legal acts governing the provision of payment services and payment card payments as well as the rules of Visa Europe and Mastercard International associations
- These Rules form an integral part of the General Rules and their provisions should be interpreted in conjunction with the provisions of the General Rules having regard to the context. These rules define payment card usage and payment procedures

### Section 2. Terms used in the Rules for the Issue and Use of Payment Cards

In addition to the terms used in the General Rules or the Rules for the Provision of Payment Services and the Bank Account Management, other terms used in these Rules are also presented. Refer to Section 15 of the General Rules.

### Section 3. Issuance of the payment cards

Provisions of this section define payment cards' ordering procedure. Cases when an application for a payment card will be rejected are specified.

- We issue a payment card upon your request concluding payment card agreement. You agree that the person to whom the card will be ordered, will use your bank account
- If you request additional payment card, you agree, that other person, to whom card is issued will use your account
- We will deliver your payment card to the place of your choice and will inform you about its delivery by SMS or any other method
- In certain cases we may refuse to issue a payment card for valid reasons. You will be informed about this immediately
- The card holder receives payment card and a PIN code in a sealed envelope
- Upon receipt of the payment card you have to sign on a signature strip on the reverse side of the card
- The owner of the payment card account is responsible for the payment of charges related to the issue, use etc. of the payment card as set in the price list
- Monthly fees will be debited from your account on the same calendar day for the previous month. If you

terminate card agreement in advance, we have a right to debit charges for the current month

- For holders of SEB Laisvalaikis MasterCard (debit/credit cards), the annual card fee/the card use fee is debited according to the procedure stated in the card agreement

#### **Section 4. What do we expect from you while providing the payment card services?**

- You will inform us about a change of monthly statement delivery address. We will send the statement to the address previously provided by you if we received your notice of address change later than by the 10th (tenth) day of the previous month. You are responsible to fulfill obligations stated in the card agreement even if you did not receive the statement
- You will inform us if you have not received the payment card statement
- You will return the payment card to us after it expires or if you terminate the card agreement

#### **Section 5. How can you collect your new or renewed payment card?**

In this Section you will find information about how to obtain a payment card.

- You can collect your new debit card in bank's branch or receive it by post to the address specified by you
- You can receive your renewed debit card by post to the address specified by you or at the bank's branch. You may indicate, check or change the postal address in the Internet Bank. Select the relevant card in the Cards section in the Internet Bank and change the place of delivery if necessary. You may also change the place of delivery by calling the contact telephone numbers specified on the website
- You can change your debit card delivery method and address no later than 1 (one) month prior to the end of the term of validity of the payment card
- Price list fees apply for the sending of a new/renewed debit card by post or its collection at the bank's branch. The card account to which the debit card is linked will be debited automatically with charge amount upon ordering a new card or renewing the existing payment card
- Both new and renewed credit cards may be collected at the bank's branch or by another specified method
- If a payment card is being replaced due to its loss, change in the details or for other reasons, you may collect the new card at the bank's branch or by another specified method
- Upon receipt of a new or renewed payment card by post, you have to take the following actions:
  - check the correctness of the first name and surname and/or legal entity printed on the payment card
  - destroy the old payment card by damaging its magnetic strip and chip or return it to us
  - refrain from activating the payment card received by post if the envelope with the card or PIN code is damaged or you have suspicions that the card and/or the PIN code could have been taken out of the envelope. In such cases please bring the card to a branch of the bank

#### **Section 6. How can you activate your payment card?**

You have to activate your new, renewed or replaced payment card you have received, otherwise you will be unable to pay by it.

- You may activate your payment card (other than a new debit card received by post) in the following ways:
  - at the Internet Bank, by entering a special code provided in the card activation instructions received with the payment card

- at any ATM in Lithuania or abroad, by performing a usual transaction (cash withdrawal or account balance check) and entering the correct PIN code
- by the Mobile Application
- The new debit card received by post is blocked and you can unblock and activate it:
  - on the Internet Bank according to the unblocking instructions received with the payment card

We will block the card and you will not be able to use it if:

- you have not activated the card within 60 (sixty) days after the renewal of the debit card and posting it to the address specified by you
- you have not unblocked and activated the card within 90 (ninety) days after the ordering a new debit card and its posting to the address specified by you

If you fail to activate the card within the specified time limit and the card is blocked but you wish to use the card, you should apply for the replacement of the payment card at the bank's branch, in the Internet Bank or by calling the contact numbers provided on the website. You will be able to collect the new payment card and the new PIN at the bank's branch or receive it by post.

### **Section 7. Contactless payments. How to order or cancel the service?**

- The contactless payment function is activated automatically after you perform the first PIN-code authorised transaction using your payment card (in any ATM or electronic card reader)
- You may cancel the contactless payment function or re-order it by:
  - selecting the relevant card in the internet bank
  - using the Mobile Application or
  - calling us on the contact phone numbers provided on the website

Each time when you order or cancel the contactless payment function, you have to perform a PIN-code authorised transaction by inserting the card into an ATM or a card reader.

### **Section 8. Activation of online payments**

In new issued or renewed payment card online payments are blocked. You may activate or cancel payments by:

- selecting the relevant card in the internet bank
- using the Mobile Application
- calling us on the contact phone numbers provided on the website

Irrespective of the method of activation of online payments, you may change the settings at any time by any of the said methods while your card is valid.

### **Section 9. Payments by card in foreign countries**

You can pay with your payment card in any country of the world. Being concerned about the security of the card payments, we have compiled a list of countries in which additional payment card security measures apply.

- We compile and regularly update the list of the countries to which we apply additional card payment security measures on our website. Payments by card are allowed in these countries only after we receive your request to enable you to make such payments in these countries
- Inform us in advance if you plan to travel or use online shops registered in countries stated in the list

## Section 10. Crediting funds to a debit/credit card account

### The procedure for crediting funds to a payment card account

- We credit funds to an account linked with your debit card in the payment currency irrespective of the card currency. When paying by card, however, you will be able to use funds only in the currency of the card. In order to pay with your card and use funds in another currency, you will have to make an exchange into the account currency
- We will credit funds to your credit card account in the currency of the credit card. If the payment currency is different from the credit card currency, the payment currency will be exchanged automatically prior to crediting, at the basic currency exchange rate
- We will credit to your account money you cash-in using ATM

## Section 11. How to authorise a payment transaction conducted by a payment card?

This Section provides information about transactions you can conduct, services you can receive using your payment card, transaction authorization and which transactions we consider authorised.

- You can use your payment card to pay for goods and services at sales points and other service locations where such transactions are technically feasible and online. You can also conduct cash transactions in ATMs
- You may check your payment card balance using a mobile application and in ATMs and other locations where this is technically feasible
- At service locations bearing the Visa symbol, you can use only payment cards of Visa Europe Association, and at service locations bearing the MasterCard symbol, you can use only payment cards of MasterCard International Association
- You give your consent to payment by your payment card:
  - if you authorise the transaction by entering your PIN code
  - in case of a contactless card – by touching the payment card upon the terminal and taking actions according to the electronic card reader. No PIN code is required for contactless payments up to a certain amount;
  - if you sign for the purchase on the receipt issued by the electronic card reader
  - provide the payment card details and/or your details to a trader or service provider and enter a 3D code received in your mobile phone or email in order to authorise the transactions. This authorisation method is deemed to be strong customer authentication
  - enter the payment card details when paying at electronic sale or service stores: payment card number and 'valid until' date as well as CVV2/CVC2 code
  - by inserting your payment card into the electronic card reader and taking the requisite actions without entering the PIN code (e. g. when paying the toll, car parking lot charges, etc.)
  - when entering into an agreement with a trader or service provider – by providing your payment card number and other details and consenting to the initiation of payment orders for debiting your account
- Prior to giving consent, please check the payment transaction information carefully. Your signature, entry of PIN code, touching of an activated contactless payment card upon the electronic card reader or taking other actions as stated above means that you agree to the payment transaction

**!** Please retain the document evidencing a payment card transaction (a receipt, etc.) until you receive a monthly account statement from us. If the account statement does not contain an entry of the transaction, you have to retain the evidence of card payment until you receive the next account statement including the transaction.

- If possible please ensure that the payment card transaction is processed in your presence
- You have to provide a personal ID document if required by the service provider
- Please ensure that you have provided us with the correct mobile telephone number and the email address of the card holder for the sending of 3D codes for the authorisation of online transactions

## Section 12. Foreign travel insurance

If you have a credit card with a travel insurance, you will be insured according to Travel Insurance Rules and Conditions. Please read the information below.

- We provide foreign travel insurance cover for holders of certain types of credit cards or other persons, if stated in the Travel Insurance Rules, using an insurance company selected by us. We publish the current insurance terms and conditions, the Travel Insurance Rules, types of credit cards receiving the travel insurance, the insurer's contact details, and telephone numbers to be called in case of covered with an insured accident
- We reserve the right to amend the insurance terms and conditions, to change the insurance company and to stop providing foreign travel insurance to certain credit cards or all credit cards by giving an advance notice on our website

## Section 13. Payments by payment card

This Section provides information about payments by payment card.

- If you are a payment card holder and have given your consent to pay with your payment card, the funds are first of all reserved in the payment card account. The reserved amount does not include transaction charges if such are applicable
- When you give your consent to initiate a payment transaction under an agreement concluded by and between you and the payee (e. g. car rent enterprise, hotel etc.), the card may be debited later
- In certain cases, funds will not be reserved in the card account and the account will be debited with the payment amount after we receive the payee's confirmation of the card payment transaction
- You as the owner of the payment card account should maintain a sufficient card account balance for the debiting of transaction charges and related charges
- If a payment card transaction was conducted without checking the account balance, you have to cover the expenses arising after using the card linked to the account until you report a lost card or the disclosure of the card data to us as well as the expenses arising from the use of the PIN code. You are also responsible for any debt arising in the account and must pay it immediately if the bank has not granted you a credit limit, has stopped granting a credit limit to you, or you have exceeded your credit limit
- We will cancel the reservation of funds in the payment card account if we do not receive a confirmation of the card payment from the payee within 15 (fifteen) calendar days after the reservation date

## Section 14. Currency exchange for card payment purposes

This Section contains information about payments in currencies other than euros.

- You can pay in any currency using your payment card, however, your payment card account will be debited in euros. The payment currency will be exchanged into euros as stated in the price list
- When funds are reserved in your payment card account, the currency exchange rate of that date is applied, and on the debiting date – the currency exchange rate of the debit day and the currency exchange charge according to the price list are applied. Therefore, the currency exchange rate used at reservation and debiting may differ

## Section 15. Granting and changing daily payment card transaction limits

This Section describes the procedure for the changing of the daily limits for payment card transactions.

- Standard daily limits for cash withdrawals and payments from the card account as well as the maximum number of transactions are set for card holders in the price list
  - The payment limit includes all payments with the payment card and the total number of transactions during 24 hours. If a credit card has been issued, the limit includes online payments as well. The cash withdrawal limit is included in the daily payment card transaction limit
  - The cash limit includes the cash withdrawal amount and the number of cash transactions during 24 hours
- If you exceed the set limits we have the right to refuse to execute payment orders placed by you
- You may apply for changing the said transaction limits through the internet bank or by calling us on the telephone numbers specified in the website
- In order to protect your funds we have the right to refuse to increase the transaction limits for valid reasons if, in our opinion, such increase would pose a considerable risk to the security of your funds
- We may set and change, on a unilateral basis, both standard and/or non-standard daily transaction limits (e. g. if required by Visa and/or MasterCard associations, by amendments to legal acts aimed at ensuring security of card payments, etc.)

## Section 16. Granting and administering credit limit

The Section describes credit limit granting procedures. Credit limit is granted on an individual basis, with the terms and conditions of using the credit stipulated in the credit card agreement.

- If you are a private person with whom we have concluded an agreement on a credit limit in a credit card account, you can use the credit during the term of validity of the credit card and should repay it on the terms stated in the credit card agreement
- If you are a legal person:
  - a credit limit is granted to you for 1 (one) year. We will review the credit limit at the end of each year and, provided that no breach of the agreement is established and the risk of default has not increased, the validity of the credit limit will be automatically extended for 1 (one) year, however, for no longer than the card expiry date. We will not inform you about the credit limit extension individually. In case of breach of the terms of the agreement related to the credit limit during the said 1 (one) year period and/or in case of increased risk of default, we have the right to reduce or cancel the credit limit by giving you a 7 (seven) calendar days' written notice
  - we will charge interest on the credit limit used and not re-paid starting from the day when the credit was used in full or in part and ending on the day of repayment of the credit in full
  - we will charge interest on the exceeded credit limit from the first day the credit limit, stated in agreement is exceeded and ending on the day of repayment of the excess to the bank
  - the bank has the right to reduce or cancel the credit limit granted (even though you repay it in time), if:
    - you are in breach of other agreements concluded with the bank
    - you have not used the credit limit for at least six months

## Section 17. Rules for the use of Mano VISA card

When ordering Mano VISA card you may select a picture on the card.

- Requirements for a picture are published on our website

- You confirm that the use of the picture printed on Mano VISA card is lawful, not infringing any third-party rights (including copyright) and will not cause damage to us or any third party
- Should it transpire, or should it be suspected, that you use the picture unlawfully or third-party rights are violated, you must return the card at our request within 7 (seven) calendar days. In addition, you should provide another picture and indemnify us and third parties for damages incurred due to the unlawful use of the picture
- We may block your payment card in case of unlawful use of the picture and/or delay in returning the card to us
- We may ask you to provide documents evidencing your right to use the picture on the payment card
- We are not obliged to verify the lawfulness of use of the picture

### Section 18. How to use your payment card securely?

We seek to ensure that you feel secure when paying with your card and that its use is convenient. Information on how to protect your payment card and its details from unauthorised actions is provided below.

- You have to protect your PIN code and use it responsibly and with caution:
  - the PIN code is intended for you personally, therefore, you must be memorized and kept in secret, the PIN code envelope should be destroyed
  - you should not disclose your PIN code to any other persons (including family members or other close ones)
  - the payment card's PIN code must be known to the cardholder only
  - you may not write the PIN code on the payment card, a sheet of paper or other items kept with the payment card as in case of loss or theft of the card it could be made use of by other persons
  - prior to performing a transaction and entering the PIN code, make sure that other people cannot see the PIN code being entered
- If you fail to comply with the above requirements for the safe use and protection of the PIN code, we consider such behaviour as gross negligence and you will be liable to pay any losses arising from unauthorised payment transactions

**!** You are responsible for all payment card transactions authorised by the PIN code, therefore, we will not refund you for losses incurred due to such transactions.

- If you are using your payment card in online stores, with 3D code used for authorisation, you will receive an SMS to your mobile telephone or a message to your email. Therefore, you have to safeguard your mobile telephone and email access so that they are not accessible to third parties for making payments without your knowledge and consent

**!** You are responsible for all the transactions conducted by your payment card and authorised by 3D code, therefore, we will not compensate you for losses incurred due to such transactions.

- If you have registered your payment card in online accounts (e. g. online stores, *google.com*, social networks, *paypal.com* etc.) or have concluded agreements on direct debits for goods and services (e. g. electronic games and other electronic services), you should safeguard access to your online accounts very carefully so that they are not accessible to third parties for making payments without your knowledge and consent. If your electronic account details become known to other persons, we consider such behaviour as gross negligence and will not compensate you for losses
- Please note that if you enter the 3D code sent to your mobile telephone number or email incorrectly 5 times, we may block online payment transactions requiring authorisation with the 3D code for security reasons
- You should safeguard your payment card and not leave it in ATMs and other service outlets and any other places visible and accessible to third parties

- You should not bend your payment card and protect it from water, high temperatures, electromagnetic fields and other mechanical damage
- The card can only be used by the person whose name and surname are written on the card and who has signed the card. If the payment account owner is a legal entity, details of the payment card holder and the legal entity will be imprinted on the payment card

### Section 19. Issuance of payment card account statements

Conditions of provision of monthly statements of account are set out below.

- We provide a monthly account statement, no later than within 3 (three) business days after the end of the month, by the method selected by you, provided that you performed at least one transaction during the reporting month.
- You may receive the statement of account in the Internet Bank, via email or by post, or may collect it in the bank's branch
- Information about the account is provided only to you, or to other persons in the cases established in the Lithuanian law or subject to your consent. The additional card holder is informed only about the transactions performed with the additional card issued to him

### Section 20. When and why payment cards are blocked

We accept requests to block a payment card round the clock. Please inform us immediately of your card loss, any unauthorised payment from your account, or about the fact that your payment card details and/or PIN code have become known to third parties.

- You must inform us immediately if you lose your card, notice unauthorised payments from your account, payment card details and/or the PIN code became known to third parties, or you have left your payment card in an ATM
- A loss of a payment card can be reported using the contact telephone numbers published on the website
- If you have found your payment card after reporting its loss, please return the card to us or destroy it by damaging the magnetic strip and the chip of the card
- If you suspect that your payment card was stolen and/or unauthorised transactions were conducted with your account, you should report this immediately not only to us but to law enforcement bodies as well
- If you suspect that your payment card was stolen and/or unauthorised transactions were conducted with your account but you do not report this to law enforcement bodies, we consider this to be gross negligence and we may refuse to compensate you for the related losses
- At your request, we will replace your lost payment card with a new payment card the term of validity of which will be the same as the one of the lost card, and will issue you a new PIN code. You should apply for the new payment card using the Internet Bank, or by calling the contact telephone numbers provided on the website, or by visiting a branch of the bank
- We may also block your payment card if we notice suspicious transactions performed with your card or there are grounds for believing that the payment card details or the PIN code could have been disclosed to third parties or that the payment card is being used unlawfully. If possible, prior to blocking we will notify you by telephone (call or SMS)

## Section 21. Validity and renewal of payment cards

Information about renewal of payment cards is provided in this Section.

- A newly issued payment card is valid until the last day of the month indicated on the payment card. On expiry of the term of validity of your payment card, you have to return the card to us or to destroy it. A payment card will be renewed if
  - you have not submitted a request for non-renewal of the card at least one month prior to the end of the term of its validity
  - there is no debt in the payment card account in the last month of validity of the payment card
  - the card agreement has not expired
  - we have not blocked your credit card more than once during the past 12 (twelve) months
- When renewing or replacing the card, we have the right to issue a payment card bearing the trademark of another international association. If you do not agree to the use of a payment card bearing the trademark of another international association, you have the right to terminate the card agreement immediately without paying any charges, by submitting a written request to us
- Upon renewal of the payment card the PIN code is not changed and is not be sent by post
- A payment card is our property, therefore, it must be returned to us upon expiry of its validity or upon termination of the card agreement

## Section 22. Payment card use restriction and agreement termination

The grounds for the termination of the Payment Card Account Agreement (the Framework Agreement) are set out in the General Rules. Additional clauses for the termination of card agreements are provided in this Section.

- We may close your account and/or terminate the payment card if, upon collecting the new or renewed payment card you do not conduct any transactions over the period of 1 (one) year
- You have the right to inform us in writing about your wish to stop using the payment card no later than 1 (one) month prior to the end of the term of the payment card so that we would not renew the payment card and would not debit the card with the charge stated in the price list
- A debit card agreement or an additional credit card agreement will expire/be terminated if:
  - the account agreement or the credit card agreement concluded with the owner of the credit card account becomes invalid for any reason
  - at least one of the co-owners of the bank account or the credit card account requests to terminate the agreement with the card holder
- We will keep the new/renewed debit or credit card with the PIN envelope in bank's branch for no longer than 6 (six) months after the card production date. If you fail to collect or activate the card within 6 (six) months, we will terminate the card payment agreement and destroy the card and the PIN code envelope

## Section 23. Responsibility for third-party actions that limit payments by payment cards and/or discounts applied by traders/partners

- We do not assume responsibility if goods or services purchased by you with your payment card are of poor quality or if a merchant or a service provider has not enabled you to pay by card
- We do not assume responsibility if you paid with a payment card that entitles to discounts but you have not received the discount from the merchant/service provider

# Rules for the Conclusion and Conduct of Foreign Exchange Spot Transactions

## Section 1. Purpose of the Rules

- These Rules for the Conclusion and Conduct of Foreign Exchange Spot Transactions (the 'Currency Exchange Rules') are applied when you conclude foreign exchange spot transactions (the 'currency transaction or transactions') at the exchange rate agreed with us
- The Currency Exchange Rules form an integral part of these General Rules, therefore, they are applied and interpreted in conjunction

## Section 2. Conclusion of currency transactions

- You may conclude the currency transaction by telephone during our working hours, in the Internet Bank or by visiting a branch of the bank
- The currency transaction will be deemed to be concluded after we agree on the essential terms and conditions thereof. If you conclude the currency transaction in the Internet Bank, it will be deemed to be concluded from the moment when you receive our confirmation about the conclusion of the currency transaction

## Section 3. Time of payment for the purposes of currency transactions

- If you conclude the currency transaction by telephone, you have to settle up with us by the end of our business day
- If you conclude the currency transaction in a branch or the Internet Bank, the settlement must take place at conclusion

## Section 4. Our rights in case of your failure to timely settle up a currency transaction

- If you fail to settle up for the currency transaction in due time, we have the right to conclude a reverse currency transaction at your expense and without your consent (e. g. if you had bought currency, we will conclude a selling transaction with the same currency at your expense), as a result of which you may incur losses or earn profit, or to immediately terminate all outstanding currency transactions and claim payment of losses
- Your accounts with the bank may be debited with amounts required for the reverse currency transaction without warning and without your consent

## Section 5. Other grounds for a currency transaction

- If you have applied to court for the institution of restructuring or bankruptcy proceedings a decision on your company's transformation or liquidation has been rendered, a receiver has been appointed for your assets and liabilities (or any part thereof), or a moratorium on the counterparty's activities has been announced, all the currency transactions will be terminated without a warning. We reserve the right to claim losses
- We also have the right to terminate the currency transaction on other grounds according to the law

## Section 6. Application of termination close-out netting

- This Section constitutes an arrangement on close-out netting. Provisions of this Section do not apply to you if you are a private person
- Events listed in Items 4 and 5 of the Currency Exchange Rules are considered as enforcement events of a financial obligation, upon occurrence of which we have the right to apply the termination netting
- Close-out netting is a procedure whereby financial obligations under outstanding currency transactions are expressed as an obligation to pay an amount representing their current market value. The market value will be set in euros and foreign currencies will be exchanged into euros at the non-cash (currency) buying rate set by the bank on that day
- The amount so determined must be paid to the counterparty on the same day
- If you are liable to pay the amount determined by our calculations, we have the right to debit your accounts with the bank without your any further instruction and consent

## Section 7. How do we act in extraordinary circumstances?

- We always meet our obligations, however, we may be forced to suspend their fulfilment due to specific circumstances or for other important reasons
- If we are unable to transfer or receive funds due to a strike, blockage, boycott, lockout or similar circumstances, settlement day under the relevant currency transaction/transactions will be postponed until the end of the period while such circumstances last. In this case we will not be liable for any loss or damage incurred by you
- We are not responsible for any disruptions of computer systems or telecommunications used in our communication

# Rules for Advisory Service

### Section 1. What is Advisory Service?

Advisory service is a service whereby we furnish you with a personal recommendation in a durable medium, based on the information gathered during the provision of the service. We provide the advisory service to you according to these Terms and Conditions of advisory service, and we and you (or your representative) are linked by a contractual relationship which may also be defined in:

- Private Banking Advisory Agreement (if concluded) and/or
- The Rules for Model Portfolio Terms and Conditions (if you have confirmed your familiarisation and agreement with them in writing)

**!** Note. By signing the consolidated data document for Advisory service you confirm that the information provided by you is correct and that you have familiarised yourself with the Terms and Conditions of advisory service and agree with them.

**!** Note. In case of discrepancies between these Terms and Conditions of advisory service, the Model Portfolio Terms and Conditions and/or the Private Banking Advisory Agreement, provisions of these Terms and Conditions of advisory service apply to the extent that they do not contradict the Model Portfolio Terms and Conditions and/or the Private Banking Advisory Agreement.

### Section 2. What is a personal recommendation and what to know about it?

Personal recommendation is a recommendation (a personal financial plan) that has been formulated specifically for you and which may be used by you in selecting credits or investments. We deem that you follow the recommendation if, during the term set in these Terms and Conditions, you independently conclude an agreement on the credit or investments specified in the recommendation or place an order for the recommended transaction.

- The recommendation provided to you is not public; it is a personal recommendation intended for you only
- We do not provide independent recommendations. This means that the recommendation has been formulated upon analysing financial instruments issued by us or companies of SEB Group, and the credit recommendation has been formulated based on an analysis of housing credits extended by us
- The recommendation is valid for 21 (twenty one) calendar day unless specified otherwise
- You may not disclose the recommendation to third parties and may not rely on it in the settlement of legal disputes

**!** Note. A credit consulting involves consulting on the purchase, construction, repairs, reconstruction, etc. of housing.

**!** Note. An investment consulting involves consulting on investing funds in deposits, investment fund units, pension funds, other financial instruments or unit-linked life insurance contracts offered by us or companies of SEB Group.

**!** Note. While following the recommendation, you have to take account of your needs, wishes, financial capacity, objectives, risks and consequences; in case of an investment consulting – also of the acceptable investment risks and your knowledge and investment experience.

### Section 3. How do we provide recommendations?

We provide the advisory service to you free of charge, in accordance with legal acts, accurately, with foresight and taking your needs into consideration, as an experienced consultant.

Upon providing a recommendation, we do not undertake to:

- update it
- manage your investments and provide related information
- consult you or provide opinions or recommendations on tax or legal matters
- provide securities portfolio or asset management services
- loan a credit

These provisions do not apply, if we have concluded a written agreement on a specific service.

**!** Note. We are not responsible for the suitability of the recommendation provided to you, if you:

- do not follow the recommendation
- follow the recommendation upon expiry of its term and/or upon change in the information on the basis of which the recommendation was formulated or if such information is incorrect or incomplete

**!** Note. If the recommendation is provided remotely, we agree that we have the right to record and store it. At your request, audio recordings and electronic communications may be provided to you during five years after the making of the recording/day of electronic communication and may be used as evidence in disputes between us.

**!** Note. If the recommendation is provided remotely, you will receive it through the Internet Bank, and you confirm that you agree with this and that you have the Internet access. If you wish to receive the recommendation in hardcopy format rather than in the Internet Bank you will receive it upon visiting any branch of the bank.

### Section 4. How do we gather and use the information that you have entrusted to us?

- In order to formulate and provide the recommendation, we have to receive sufficient information about your needs, financial position and financial capacity, objectives, acceptable investment risks, your knowledge and experience
- The more accurate and detailed information that you provide, the better we can tailor the recommendation to your needs
- We act on an assumption that the information provided by you is correct, accurate and complete. In formulating the recommendation, we assess your information as a whole instead of relying of individual responses received from you
- We suggest that you apply to us on a regular basis (at least once in a year) and/or upon any change in the information provided to us, so that we can review the recommendation and verify that it is still appropriate

**!** Note. We will not be able to provide the recommendation, if

- the information provided by you is insufficient
- you have not confirmed the correctness of the information or have refused to agree to the Terms and conditions
- a circumstance arose due to which we are unable to provide the recommendation to you

### **Section 5. How do we classify you when providing the investment advisory service?**

- We classify you as a non-professional client except for cases where you inform us or we learn that we meet the set criteria and may be classified as a professional client
- You have to furnish us with any changed information that may affect your classification as a professional or non-professional client

### **Section 6. Your obligations with respect to familiarisation with information**

Prior to provision of investment consulting to you, you have to familiarise yourself with the information published on <https://www.seb.lt/svarbi-informacija-ir-dokumentai/investuotoju-apsauga> including:

- description of risks related to financial instruments
- information about investments offered by us and investor protection
- policies for avoiding conflicts of interest
- procedures for classifying a non-professional client as a professional client including information about the rights granted to non-professional clients only

You confirm that you have examined the information provided by us to you carefully, that you wish to receive the information referred to in this Section on the website only, and that you have Internet access. If you wish to receive the information in hardcopy format rather than on the website, you agree that you will receive it by visiting any branch of the bank.

**!** Please note that taxes applied by the Republic of Lithuania or other countries depend on your individual circumstances and are subject to change. You should bear this in mind when we describe certain aspects of taxation in Lithuania/other countries in the documents provided to you.

**!** Please note that you are obliged to monitor your investments independently on a regular basis.

# Electronic Invoice Forwarding and Payment Rules

### Section 1. Briefly about this Annex and information contained therein

This Annex contains information about the procedures and rules for the forwarding and payment of electronic invoices. In this Annex, electronic invoices are hereinafter referred to as 'e-invoices' and the procedures for their forwarding and payment as the 'E-invoice Rules'.

We will be able to provide e-invoices to you and effect relevant automated payments in line with the E-invoice Rules, if

- you have filled an application for receiving e-invoices
- you have a valid agreement on automated payment of e-invoices
- you have given a consent to a direct debit, which has been replaced by an agreement on automated payment of e-invoice
- we have agreed on sending e-invoices with the seller

Please note that the E-invoice Rules form an integral part of the General Rules, therefore, it is important that you familiarise yourself with the General Rules which provide answers to questions about matters not covered by the E-invoice Rules.

Charges may apply for the sending e-invoices and/or automated payment against e-invoices, if such charges are included in the price list.

### Section 2. How can you order e-invoices?

If you wish to receive e-invoices, you have to submit an application to us or to the seller.

You may submit the application to us in the Internet Bank, by calling us on the contact numbers provided on our website, by visiting a branch of the bank or by any other method agreed with us.

Upon receipt of your application we will deem that you agree to receiving e-invoices according to the E-invoice Rules.

Please note that you will be able to receive e-invoices only from those sellers which provide the service to clients of SEB bank. The list of such sellers is published on our website.

### Section 3. How can you cancel receiving e-invoices?

You can do this at the bank or by applying to the seller. You can withdraw your application for e-invoices by the methods available for the submission of e-invoices.

**!** If you have submitted your application for e-invoices to the seller, you will be able to withdraw it through the bank only after the seller sends you at least one invoice.

#### **Section 4. How, when and where can you receive e-invoices?**

You may receive e-invoices in the Internet Bank or at a branch of the bank. The e-invoice we provide to you is exactly as we receive it from the seller. If you have submitted an application for e-invoices but are not receiving them or have questions about the e-invoices received, you should approach the seller.

We will provide the seller's e-invoice to you no later than 2 (two) days prior to its due date and store it for 15 (fifteen) months.

#### **Section 5. What is a partial e-invoice and when it is sent?**

Partial e-invoice is an e-invoice containing only the details necessary for making a payment against the e-invoice. It does not contain information about the services and/or goods provided.

A partial e-invoice may be issued to you in the following cases:

- you are not the recipient of the services for which the e-invoice is issued
- you are not using the Internet Bank
- at your request
- in other cases as decided by the seller

Please note that in the case of issuance of a partial e-invoice the service recipient has the right to have a full invoice containing detailed information. Full invoices are issued to the service recipient by the method agreed by and between the service recipient and the seller.

#### **Section 6. Methods of payment against e-invoices**

If you have ordered e-invoices you can make payments against them by one of the following methods:

- automatically (upon concluding an agreement on automated payment of e-invoices)
- by a one-off funds transfer
- by another method selected by you

#### **Section 7. What is important to know about automated payment of e-invoices**

We will pay your invoice automatically if, starting from 00:00 on the day selected by you, there is a sufficient balance in your account for the payment of the e-invoice and the e-invoice amount does not exceed your set limits.

If on the payment day your account balance is insufficient or your set limit is too small for the payment, we will attempt to pay the e-invoice before expiry of the payment due date stated in the e-invoice. Therefore, to ensure that the e-invoice is paid, you have to make an additional deposit to your account or increase the limit until due date stated in the e-invoice.

Automated payment of your e-invoices will be impossible if:

- disposal of funds in your account is restricted (e. g. the funds have been seized etc.)
- on due date, your account balance is insufficient and/or the set limit is too low and you have not selected the option of partial payment of e-invoices
- the due date specified in the e-invoice is earlier than the set payment date

If you wish that payment against a specific e-invoice is not made automatically, you have to submit an application to us no later than 1 (one) day prior to the payment date.

## Section 8. Partial payment against e-invoices

If you have opted for partial payment of an e-invoice and as on the payment due date your account balance is insufficient or the set limit is too small, we will transfer to the seller only the amount equal to your relevant account balance without exceeding the set limit.

**!** We will not be able to pay your e-invoice if there is less than EUR 1 (one euro) in your account.

## Section 9. How can you conclude an e-invoice automated payment agreement

If you wish that e-invoices received by you are paid automatically, you should conclude an agreement on automated payment of e-invoices with us. You can conclude the agreement at your convenience:

- in the Internet Bank
- by calling us on the contact telephone numbers provided on the website
- by visiting the bank's branch
- by applying to the seller (provided that we have authorised the seller to conclude such agreements)

## Section 10. What terms of automated payment of e-invoices can be selected?

By concluding the agreement on automated payment of e-invoices you may select the following terms:

- payment date
- daily and/or monthly limit
- start date and end date of the agreement
- account which will be debited automatically for the purposes of e-invoices
- partial payment of e-invoices

## Section 11. Amendments to e-invoice automated payment agreement

You may make amendments to the special conditions of the agreement on automated payment of e-invoices in the Internet Bank, by visiting the bank's branch, by calling us on the contact telephone numbers provided on the website, or by any other method agreed with us.

**!** If the seller has specified a new payment period for the e-invoice which does not include the payment date that you have selected, we may change the payment date, without an agreement with you, so that the e-invoice is paid.

## Section 12. Termination of e-invoice automated payment agreement

You have the right to terminate the agreement on automated payment of e-invoices free of charge by giving us a 1 (one) working day notice. You can do this in the Internet Bank, by visiting the bank's branch, by calling us on the contact telephone numbers provided on the website, or by any other method agreed with us.

We may terminate the agreement on automated payment of e-invoices by giving you a 30 (thirty) calendar days' written notice via electronic channels or by publishing this on our website. We may terminate the agreement on automated payment of e-invoices without complying with the 30 (thirty) calendar days' written notice requirement only for valid reasons.

### Section 13. What to know about validity of the e-invoice automated payment agreement

The agreement on automated payment of e-invoices takes effect on the date of its conclusion or on the date specified by you. The agreement on automated payment of e-invoices may be an open-ended agreement or a fixed term may be set.

The agreement on automated payment of e-invoices will be terminated, if:

- the account from which automated payments of the e-invoice are to be made is closed
- we are closing the account, the number (e-invoice forwarding address) of which is used for e-invoice forwarding
- you have submitted an application for the termination of the sending of e-invoices
- an agreement on the e-invoice service between us and the seller has become invalid
- we or you have terminated the agreement on automated payment of e-invoices

On termination of the agreement on automated payment of e-invoices you will continue receiving e-invoices until you cancel them, however, no automated payments will be made.

### Section 14. What to know about amendments to the E-invoice Rules

We may amend the E-invoice Rules on a unilateral basis by giving you a notice according to the procedure set out in the General Rules.

If you do not agree to the amendments to the E-invoice Rules, you have the right to terminate the agreement on automated payment of e-invoices free of charge by giving us a 1 (one) working day notice prior to the effective date of the amendment. If you do not terminate the agreement on automated payment of e-invoices, we will deem that you agree to the amendment to the E-invoice Rules.

### Section 15. Your and our responsibility

You are responsible for the correctness of details in the application for receiving e-invoices and the agreement on automated payment of e-invoices.

We are responsible for the provision and automated payment of e-invoices according to the E-invoice Rules and the agreement on automated payment of e-invoices concluded with you.

We are not responsible for the:

- correctness of details provided in the e-invoice (including payable amount) and other content of the e-invoice
- non-payment or delayed payment of the e-invoice and your losses arising therefrom if this occurred not due to our fault (e. g. the seller did not provide the e-invoice; funds in your account were insufficient, etc.)
- fulfilment of mutual obligations between you and the seller. Please note that we do not consider mutual claims between you and the seller

### Section 16. Recovery of funds

*(Applicable to private persons only)*

You are entitled to a refund of the e-invoice amount paid automatically if you submit an application for the refund to us within 8 (eight) weeks after the debiting of the funds, provided that both following conditions are met:

- when giving your consent to automated payment of the e-invoice you have not specified the accurate amount of the payment transaction and

- the amount of the e-invoice received was larger than the amount that you could have reasonably expected having regard to your previous expenses, terms and conditions of the agreement concluded with the seller etc. Please note that in case if you have specified transactions limits we will deem that you could have reasonably expected the amount of the e-invoice received

**!** We may ask you to provide documentary evidence of meeting the above conditions. Also please note that you cannot apply for a refund if the e-invoice was forwarded to you at least 4 (four) weeks prior to the date of automated payment of the e-invoice.

On receipt of your application for refund of the amount used for the automated payment of the e-invoice, we will refund you in full or will specify the reasons for our refusal to refund (together with the procedure for appealing against our decision) within 10 (ten) business days.

You are also entitled to a refund of the amount used for the automated payment of the e-invoice in case of an unlawful debiting of your account. In such a case you have to submit a claim concerning an unlawful debiting no later than within 13 (thirteen) months after the debiting day.

For more detailed information about the General Rules, terms and conditions, and rates please visit [www.seb.lt](http://www.seb.lt) or call us on contact telephone numbers provided on our website.

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