

Description of the terms and conditions for the use of the bank's service plans (for users)

1. **The terms used in the description of the terms and conditions for the use of the bank's service plans (hereinafter the 'description') shall have the following meaning:**
 - 1.1. 'the bank' means AB SEB banks;
 - 1.2. 'general rules' means the general rules of the bank;
 - 1.3. 'price list' means the price list of services and transactions which includes the fees and charges applied by our bank as well as other important information;
 - 1.4. 'account for debiting the fees' means a customer's bank account to which the bank debits relevant service plan fees;
 - 1.5. 'service plan' means a set of the bank's services, the description of which plan is available in the price list and which a customer, having concluded a relevant agreement, may use at a set service plan fee;
 - 1.6. 'service plan fee' means the agreement conclusion fee and relevant monthly fee for using bank's services included in the service plan chosen by the customer;
 - 1.7. 'special part' means the part of the agreement with a customer's particulars and the service plan that the customer has chosen;
 - 1.8. 'agreement' means an arrangement in relation to the terms and conditions as well as procedure for using bank's service plans.
2. **Basic provisions**
 - 2.1. The agreement shall consist of the special part, the description, the general rules and the price list. Said documents shall constitute an integral part of the agreement;
 - 2.2. the customer, having chosen a service plan and agreed with the bank, may use the services covered by the service plan he/she has chosen at set service-plan fees;
 - 2.3. the customer shall use the bank's services included in the service plan without paying the standard fees for such services set in the price list available in the description of the service plan, except the service-plan fees. Fees for the services that are not included in the chosen service plan shall be paid as normal procedure and their amount shall be the one indicated in the price list. Fees for the services included in the service plan shall not be subject to any other discounts, promotions or individual rates;
 - 2.4. the bank may offer several service plans with different services indicated. The customer may choose only one service plan. Bank's offered service plans shall be provided in the price list, which is available on the bank's website or at bank's sub-branches. The customer may change the service plan he/she has chosen according to the procedure laid down in the description;
 - 2.5. the relations between the bank and a customer that are not stipulated in the present description shall be subject to the terms and conditions of the agreements regulating the bank's services as well as to the general rules.
3. **Conclusion of the agreement**
 - 3.1. The customer may conclude the agreement in writing at the bank's sub-branches or remotely. No written agreement for service plan MOKSLEIVIS shall be concluded;
 - 3.2. the customer shall, upon concluding the arrangement remotely, undertake to familiarise with the agreement and its composite parts on the Internet Bank, at the bank's sub-branch, website or any other agreed manner;
 - 3.3. the agreement shall come into force on the day of its conclusion;
 - 3.4. the service plan shall apply starting from the same day on which the agreement enters into force, unless the bank fixes a different effective date;
 - 3.5. service plans (other than service plan MOKSLEIVIS) shall remain valid for an unlimited period of time until the customer or the bank terminates the agreement. Service plan MOKSLEIVIS shall apply until the age of 18 (inclusive);
 - 3.6. the customer shall, upon concluding an agreement remotely, have the right during the whole term of validity of the agreement to obtain the agreement draw up in writing or any information related to the agreement in a hard-copy version by visiting a sub-branch of the bank.
4. **Procedure for payment of the service plan fees**
 - 4.1. The fee for concluding a service plan agreement shall be paid on the day following the conclusion of the agreement. The service plan monthly fee shall be paid on the 4th day of each calendar month for the previous calendar month (e.g., if the agreement is concluded on January 10th, the agreement conclusion fee is debited on January 11th, and the first monthly fee is debited on March 4th). Service plan fees shall be payable on a monthly basis, including the months during which the customer did not use the services included in the service plan (e.g., made no money transfers, did not use the card, etc.). Also, unused services are not carried over to the next calendar month;
 - 4.2. service plan fees shall be paid from the customer's chosen account for payment of fees in the currency chosen by the customer. If the customer has not provided an account for payment of fees the bank should have the right to debit the bank fees to any of the customer's account with the bank;
 - 4.3. the customer must ensure that on the day fixed in the agreement the balance of the account for payment of fees is sufficient for payment of the service plan fees;
 - 4.4. the bank shall have the right to debit the bank fees to any of the customer's account with the bank in any currency, if on the day fixed in the description the balance of the customer's account for payment of fees in the chosen currency is insufficient for debiting the fees.
5. **Amendments to the terms and conditions of the agreement**
 - 5.1. The bank shall have the right to unilaterally amend the terms and conditions of the description and/or the price list and the service plan indicated in it as well as the established service plan fees, upon notifying the customer at least 60 (sixty) calendar days before the effective date of the announced amendments. The special part of the agreement may be amended only upon an arrangement between the parties;
 - 5.2. the customer shall have the right to change the service plan he/she has chosen with another service plan indicated in bank's price list. The customer must turn to the bank's sub-branch with a request to terminate the agreement on the existing chosen service plan and conclude a new agreement on a new chosen service plan. The customer may also terminate the existing agreement and conclude a new agreement on a new service plan remotely. The new service plan as well as the fees for this service plan shall take effect on the dates fixed in clauses 3.3 and 3.4. The paid fee for the conclusion of the service plan agreement shall be non-refundable. Monthly fee for the use of the service plan shall be debited for the number of calendar days that the customer used the service plan;
 - 5.3. when the customer terminates the service plan, standard fees set in the price list shall apply and shall not be included in the new description of the service plan. In such a case, for the card that was included in the service plan in connection with which the customer has terminated the agreement, the bank shall have the right to apply the card usage fee for the entire period of using the card and the card issuance fee.
6. **Termination of the agreement and settlement of disputes**
 - 6.1. If the customer is in delay to pay the service plan fee for a period longer than 3 (three) months, the bank shall have the right to terminate the agreement without any prior notice and, starting from the agreement termination date, to apply standard bank service fees indicated in the price list;
 - 6.2. the bank shall have the right to unilaterally terminate the agreement upon informing the customer in person at least 60 (sixty) calendar days before the agreement termination date;
 - 6.3. the bank shall have the right to unilaterally terminate the agreement upon informing the customer in person even without observing the notice period laid down in clause 6.2, if the bank finds that the customer uses the bank's services unfairly, is in breach of the agreement terms and conditions;
 - 6.4. the bank shall have the right to unilaterally terminate the agreement upon informing the customer individually, if during the effective term of the agreement any particular service agreement, regulating the provision of any banking service included in the service plan or the service provision agreement of the Private Banking Department, expires or is terminated;
 - 6.5. the customer shall have the right to anytime terminate the agreement upon informing the bank about it in writing, by submitting a written request to terminate the agreement at the nearest branch or remotely;
 - 6.6. if the customer withdraws from the agreement concluded remotely within 14 (fourteen) days since the day of its conclusion, the bank shall have the right to request payment for the services that have been actually provided to the customer;
 - 6.7. if the customer terminates the agreement based on the grounds set out in clause 5.1 or this agreement is terminated by the bank based on the grounds set out in clause 6.1, bank's services will be automatically subject to standard fees set out in the price list. In such a case, the fee for the usage of the card that was included in the service plan, will be calculated for the period of using the card;
 - 6.8. if the agreement is terminated based on the grounds set out in clauses 6.2, 6.3, 6.4, the bank shall automatically start applying standard fees set out in the price list for bank's services. In such a case, the bank shall have the right to apply the card issuance fee in relation to the card that was included in the service plan as well as the card usage fee for the entire period of using the card and to deduct said fees;
 - 6.9. upon termination of the agreement, the bank shall have the right to debit the fees under the agreement from the account for payment of the fees, and if the balance of such account is insufficient, from the customer's any other account opened with the bank in any currency;
 - 6.10. service agreements concluded in relation to the provision of services included in the service plan may be terminated according to the procedure laid down in said service agreements;
 - 6.11. upon termination of the agreement, the parties to the agreement must in any event fulfil all their obligations arising under the agreement;
 - 6.12. customer claims shall be considered and disputes between the parties shall be settled according to the procedure laid down in the general rules;
 - 6.13. the agreement is concluded in the Lithuanian language, in which the bank undertakes to maintain the relationship with the customer for the entire duration of the contract.