

ConnectPay



Agreement for Online Banking

Version 4.5.

*Effective as of 22 June 2022**

**For current customers this document will be applied in 60 calendar days counting from 22 June 2022*

1. Subject Matter of the Agreement

- 1.1. This Agreement on Online Banking governs the relations between the Customer, User, and ConnectPay arising from the Agreement, in particular:
 - 1.1.1. opening the User's Account with ConnectPay;
 - 1.1.2. management of the User's Account and linked Accounts;
 - 1.1.3. performing the operations on the User Account and the associated Accounts of the Customer via Electronic Channels, including the execution of Payment Transactions.
- 1.2. Unless otherwise specified in the Agreement, it shall be deemed that the person who is a signatory to this Agreement (i.e. applicable to the authorized representative of the Customer submitted application in Online Banking; the User), shall be entitled to manage all the Customer's Accounts opened with ConnectPay via User's Account, including the Accounts which ConnectPay will open for the Customer in the future after this agreement comes into force.
- 1.3. For the avoidance of doubt, this Agreement is an inseparable part of the Terms and Conditions and shall always be construed and interpreted together with Terms and Conditions.
- 1.4. This Agreement shall be concluded with every User authorised by the Customer to use User Account in the name of the Customer.
- 1.5. This Agreement is concluded between ConnectPay and the Customer. The Customer acknowledges that the Customer has carefully read and hereby accepted this Agreement with all its integral parts herein: Terms and Conditions; Payment Services Terms and Conditions; Privacy Policy; API Terms of Use, Price List and individually adjusted Price List (if provided by ConnectPay).

2. Definitions used in this Agreement

- 2.1. "Agreement" shall mean this Agreement on Online Banking.
- 2.2. "Electronic Channels" shall mean the media or methods specified by ConnectPay and chosen and/or used by the Customer or User that enable to use ConnectPay Services in a remote mode (e.g. through Online Banking).
- 2.3. "Identification Measures" shall mean the log-in name, registration password, one-time password (code) given to the Consumer by ConnectPay, or other authentication measures submitted to the Customer for confirmation of the Consumer identity.
- 2.4. "One-time Password" shall mean a unique one-time password used instead of a written signature of the Customer/ User and intended to identify the Customer/ User and confirm the Instructions sent to the ConnectPay by Electronic Channels.
- 2.5. "Terms and Conditions" shall mean general terms and conditions governing all relationships between the Customer and ConnectPay published on ConnectPay Website.
- 2.6. Other definitions with first capitalized letters used in the Agreement shall be in accordance with the definitions specified in the Terms and Conditions and Payment Services Terms and Conditions published on the ConnectPay Website.

3. Opening the User Account

- 3.1. In order to open and manage User Account, the Customer shall accept the Terms and Conditions and register in Online Banking.
- 3.2. The User Account shall be created only for a natural person. Therefore, if the Customer is a legal person or a natural person is acting through the representative, the representative's right to act on behalf of the Customer and create the User's Account shall be established in accordance with the procedure laid down in the Terms and Conditions. The Customer may set different rights of separate authorized persons (Users) in respect of the use of their User's Accounts and managing the funds on the Account in Online Banking. The persons mentioned in this paragraph shall have all rights and responsibilities assigned to the Customer under this Agreement. Customer may add additional Users by providing request via Online Banking following ConnectPay instructions.
- 3.3. The User shall be prohibited from having more than one User Account in Online Banking.
- 3.4. Upon opening of the User's Account, the Accounts of the Customer shall be linked with the User's Account. The Customer when submitting Instruction to ConnectPay may choose the particular Account where the Instruction shall be executed.

- 3.5. The User has opened the User's Account and logged in with Identification Measures shall be entitled to carry out the following actions on behalf of the Customer through Electronic Channels:
 - 3.5.1. to submit Instructions to ConnectPay for the provision of Services;
 - 3.5.2. to receive and review Statements of Accounts;
 - 3.5.3. submit notifications to ConnectPay and receive the notifications from ConnectPay;
 - 3.5.4. other actions and operations related to ConnectPay Services which can be performed or used via Electronic Channels.

4. Rights and obligations of ConnectPay:

- 4.1. Consider that the Customer and the User are identified ConnectPay shall allow the User to use Services on behalf of the Customer provided remotely if the correct Identification Measures were used during the login to the User Account. Instructions, requests, notices, provided by the User on behalf of the Customer via Electronic Channels or other actions performed shall be separately approved using the appropriate Identification Measures.
- 4.2. Properly execute the Instructions of the User acting on behalf of the Customer provided through User's Account under the Terms and Conditions and Payment Services Terms and Conditions if:
 - 4.2.1. the Instructions for the Account transactions submitted by the User meet the terms and conditions of the Agreement, the Terms and Conditions, Payment Services Terms and Conditions, and other requirements established by ConnectPay;
 - 4.2.2. the Account has sufficient funds to execute the Instruction submitted and debit a Fee for the Instruction executed in accordance with the rates approved by ConnectPay (except the Parties agreed otherwise);
 - 4.2.3. the funds on the Account are not seized or the right to dispose of funds on the Account are otherwise restricted;
 - 4.2.4. there are no restrictions of other laws or provided in the Service Agreement concluded between ConnectPay and the Customer in respect to the Instruction provided by the Customer and when ConnectPay is entitled or obliged not to execute Instructions to debit funds from the Customer's Account;
 - 4.2.5. the Customer shall not exceed the Payment Transactions limit set by ConnectPay for a particular Identification Measure or chosen by the Customer.
- 4.3. ConnectPay shall provide advice to the User on the use of the User Account. ConnectPay shall have the right to record telephone conversations between ConnectPay and the User when the Customer asks to block the User's Account and Account and access to the Services remotely or to unblock the access rights. Conversation records shall be considered evidence of possible disputes between ConnectPay and the Customer.

5. Rights and obligations of the Customer and the User:

- 5.1. The Customer and the User shall have the main following obligations:
 - 5.1.1. meet with the requirements provided in the Agreement;
 - 5.1.2. ensure that only the User log in to the User Account remotely with the granted Identification Measures and make use of the User Account and Account;
 - 5.1.3. assume all obligations arising from the use of the User Account and the Account if during the time of remote log in to the User Account and submission of Instructions the appropriate Customer Identification Measures have been used;
 - 5.1.4. ensure the security of the Identification Measures provided by ConnectPay, not to enter the Identification Measures data on the items stored along with them, and not to allow third parties to access and/or dispose of them;
 - 5.1.5. pay the Fees to ConnectPay for the issuance and exchange of Identification Measures, for the execution of the Instructions provided by Electronic Channels, other Services provided by ConnectPay, and to ensure that the Account has sufficient funds to execute the Instructions;
 - 5.1.6. inform ConnectPay immediately but not later than within 3 (three) Business Days if any Customer and/or User related data specified in Online Banking change in writing and provide documents complying with the requirements established for the documents and

relating to the changes. In case of failure to comply with this requirement, the Customer cannot raise claims and objections that the actions of ConnectPay performed based on the latest known Customer's details do not comply with the Agreement, or that it has not received any messages sent according to those details and/or could not access the User's Account and manage the Account and submit the Instructions.

- 5.1.7. Provide correctly request to add additional Users via Online Banking following ConnectPay instructions.

6. Provision, Use, Modification, and Blocking of Identification Measures

- 6.1. ConnectPay, the User, and the Customer agree that the Identification Measures provided to the User and the Customer by ConnectPay shall be used to authenticate the User and the Customer and the actions performed using the Electronic Channels. If the appropriate Identification Measures have been used during the time of log in to the User Account remotely, the Customer's identity shall be deemed to have been authenticated. Instructions provided by the Customer via Electronic Channels may only be executed when they are confirmed by a One-time Password. Instructions submitted to ConnectPay via Electronic Channels approved by the Identification Measure shall be in all cases equivalent to the Instructions to ConnectPay - signed by the Customer.
- 6.2. The User and the Customer shall use Services of ConnectPay via Electronic Channels by logging in to Online Banking of ConnectPay at the address indicated by ConnectPay. ConnectPay shall identify the User and the Customer according to the log in given to the Customer, the registration password, and the One-time Password. The log in shall be given to the User before concluding the Agreement and shall be valid for the entire period of validity of the Agreement.
- 6.3. The User and the Customer undertake to ensure that the Identification Measures will be known only to the User specified in Online Banking, and neither the Customer nor the User authorized under this Agreement will disclose it to third parties.
- 6.4. If the User loses the mobile phone to which a One-time Password is sent by SMS, in case of suspicion of their unauthorized use by third parties, the Customer or the User undertakes to immediately submit to ConnectPay a request for blocking the access to the Services, the User's Account, and the Account. The request shall be presented orally by phone indicated in <https://connectpay.com/support/>. When submitting a request, the Customer or the User must indicate his full name, personal identification number and answer the Security Question used to identify the Customer by telephone and indicate the reason for the blocking of the aforementioned access. ConnectPay shall be entitled to require additional information to identify the person submitting the request. ConnectPay shall block access to the Services, User's Account, and the Account based on a request received.
- 6.5. ConnectPay shall have the right to block the access to Services provided remotely:
 - 6.5.1. if ConnectPay has been notified of the loss or disclosure of the Identification Measures to a third party, or there are reasonable grounds for believing that the Identification Measures may become known or has become known (available) to third parties;
 - 6.5.2. if incorrect One-time Passwords sent by SMS are submitted 5 (five) times in a row before using ConnectPay's Services.
- 6.6. The access to the Services, User's Account, and the Account shall be unblocked upon submission of a duly signed written request by the Customer or the User sent to email address indicated in <https://connectpay.com/support/>. ConnectPay shall have the right to refuse to unblock the access if there is reason to believe that the reasons for blocking have not disappeared. If the access to the Services, User's Account, and the Account has been blocked on ConnectPay's initiative, the access shall be unblocked only when in the opinion of ConnectPay there is no reason for blocking.
- 6.7. ConnectPay shall not be liable for the Customer's losses arising from blocking the access to the Services and unblocking if ConnectPay has acted in compliance with the terms and conditions and procedure provided for in the Agreement, Terms and Conditions, Payment Services Terms and Conditions.

7. Fees

- 7.1. The Customer shall pay to ConnectPay for the Services rendered through Electronic Channels the Fees in the amount specified in the Price List applicable at that time.
- 7.2. The Fees payable by the Customer to ConnectPay shall be paid in accordance with the procedure specified in the Terms and Conditions, Payment Services Terms and Conditions on the day of rendering the Service or carrying out the Payment Transaction, unless stated otherwise.

8. Liability

- 8.1. To the extent the liability of the Parties is not regulated in this Agreement, the liability of the Parties shall be governed by the Terms and Conditions and Payment Services Terms and Conditions and other Service Agreements concluded between the Parties.
- 8.2. The responsibility of ConnectPay for the identification of the User and the Customer shall be limited to verification of the Identification Measures provided to the User and the Customer.
- 8.3. The User and the Customer shall be prohibited from performing any actions using the Identification Measures or allowing third parties to perform them aimed at altering, disrupting, or otherwise influencing the provision (operation) of the Services of ConnectPay rendered through Electronic Channels. In the event of such modifications or attempts, ConnectPay shall be exempted from any liability or obligation arising from the execution of this Agreement.
- 8.4. The Parties shall not be entitled to transfer the obligations specified in this Agreement to third parties without the consent of the other Party in writing, except in cases provided for by law.
- 8.5. ConnectPay shall not be responsible if the Identification Measures selected by the User or the Customer did not function or did not operate properly, the User or the Customer did not have the hardware, software, or other equipment, or in the event of failure of this equipment.
- 8.6. ConnectPay shall not be responsible if the Customer is unable to use Services remotely via Electronic Channels due to failures in telecommunication networks or information has been lost and distorted, etc. due to failures in telecommunication networks.
- 8.7. Upon execution of the Instruction received from the User on behalf of the Customer by Electronic Channels that does not comply with the printed statement of this Instruction submitted by the Customer, the Parties shall, in resolving their disputes, follow the Instruction received from the Customer by Electronic Channels and the data characterizing it.
- 8.8. The Customer or the User shall be jointly and severally liable for non-performance or improper performance of the Agreement. The persons authorized under this Agreement are obliged to properly execute all obligations assumed by the Customer in accordance with this Agreement.
- 8.9. ConnectPay shall not be liable if the User of the Customer was not able to access the third-party external portal due to telecommunication network failures beyond the control of ConnectPay, or Customer Authentication Data transferred by ConnectPay to a third party were lost or distorted due to such failures.
- 8.10. ConnectPay shall not be responsible for the provision of services by third-parties, and products and their quality, third-party electronic system failures, upon access of the User or the Customer to third-party systems or the payment for goods or services provided by third parties using ConnectPay's electronic services. ConnectPay shall not examine the claims regarding electronic systems of third parties, their products, and services, and they must be provided directly to third parties.

9. Validity, amendment, and termination of Agreement

- 9.1. The Agreement comes into force and becomes a legally binding agreement between the Customer/User and ConnectPay immediately after (i) the Customer/User electronically submits an application to use Online Banking services and digitally accepts or electronically or physically signs confirmation to be bound under the terms of this Agreement, the Price List and individually adjusted Price List (if provided by ConnectPay), and (ii) Connectpay digitally approves or electronically or physically signs Customer's/User's application and notifies the Customer/User thereof in accordance with the procedure established in the Terms and Conditions.
- 9.2. Upon the entry into force of this Agreement, it shall remain in effect for an indefinite term unless it is terminated in accordance with the procedure established in the Terms and Conditions.
- 9.3. The Agreement shall be considered to be expired if the Customer revokes User's rights to access User's account.

- 9.4. The terms and procedure for amendments established in the Terms and Conditions shall to their fullest extent *mutatis mutandis* apply to the procedure and terms for amendments of this Agreement.
- 9.5. The Agreement may be terminated by either of the Parties in accordance with the procedure established in the Terms and Conditions. The Agreement shall automatically expire on the same day when all Accounts servicing agreements concluded with ConnectPay are terminated.

10. Settlement of Disputes and Applicable Law

- 10.1. The examination of claims and the settlement of disputes shall be governed by the Terms and Conditions.
- 10.2. The Agreement is governed by the laws of the Republic of Lithuania.

11. Other Terms and Conditions of the Agreement

- 11.1. The Parties agree that all the Personal Data is being processed by ConnectPay according to the Privacy Policy of ConnectPay and the laws of the Republic of Lithuania.
- 11.2. The Parties shall communicate, send and receive notifications in a manner prescribed in the Terms and Conditions.
- 11.3. Other matters, rights, and obligations of the Parties that might be relevant for the proper execution of this Agreement and which are not regulated herein are governed by the Terms and Conditions, Payment Services Terms and Conditions, and/or Service Agreements concluded between the Parties.

12. Final provisions

- 12.1. If the Customer is a consumer ConnectPay undertakes to conclude this Agreement or waive to enter into this Agreement no later within 10 (ten) Business Days from the date of receipt of the Customers (consumer) request, required documents, and information.
- 12.2. The Parties declare that at the time of concluding the Agreement they are not aware of any circumstances prohibiting the conclusion of this Agreement or restricting the Parties' right to conclude this Agreement. The Customer and the User declare that all provisions of the Agreement are clear, consequences of the conclusion of the Agreement are understandable.
- 12.3. The Customer and the User upon entering into this Agreement declare that the Customer is familiar and committed to comply with the Terms and Conditions, Privacy Policy, Payment Services Terms and Conditions, API Terms of Use, Price List, and any other document that might be relevant for the Customer in terms of execution of this Agreement and which are an integral part of this Agreement. The Agreement and all above mentioned documents and any other document that might be relevant for the Customer are available and can be anytime downloaded by the Customer at <https://connectpay.com/legal-documents/>.
- 12.4. The information about the Agreement shall be available in durable media via agreed communication channels, including but not limited to, Online Banking, Email, ConnectPay Website, others.
- 12.5. The Parties agree that upon conclusion of this Agreement, it will be deemed that the earlier agreements governing relations between the Parties arising from the use of the electronic Services by the Customer will be terminated and, in the event of a dispute, the Parties will follow the latest agreement concluded by the Parties governing the analogous relationship.