



Agreement for Online Banking

Version 4.6.

Effective as of 23 May 2023

1. Subject Matter of the Agreement

- 1.1. This Agreement for Online Banking (the **Agreement**) 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 the Electronic Channels, including the execution of the Payment Transactions.
- 1.2. Unless otherwise specified in this Agreement, it shall be deemed that the person who is a signatory to this Agreement (i.e. applicable to the Customer who is a natural person and submitted the Application in the Internet Bank himself/herself or an authorized representative of the Customer who submitted the Application in the Internet Bank on the Customer's behalf; i.e. the User), shall be entitled to manage all the Customer's Accounts opened with ConnectPay via the 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 the Terms and Conditions.
- 1.4. This Agreement is concluded between ConnectPay and the Customer, however this Agreement applies to any User who is authorized by the Customer to open and/or use the User Account on the Customer's behalf, therefore all references to the Customer in this Agreement shall be interpreted and applied also to the User and all actions of the User in connection with this Agreement will be considered by ConnectPay as performed by the Customer itself. The Customer acknowledges that the Customer has carefully read and hereby accepted this Agreement with all its integral parts herein: the Terms and Conditions; Payment Services Terms and Conditions; Privacy Policy; API Terms of Use, Price List or individually adjusted Price List (if provided by ConnectPay).

2. Definitions used in this Agreement

- 2.1. "Agreement" shall mean this Agreement for Online Banking.
- 2.2. "Biometric Security Measures" shall mean any security measures implemented by mobile device manufacturers which ConnectPay considers as secure (for example, finger prints, face or voice recognition), and which may or are used as the Identity Authentication Measure.
- 2.3. "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 the Internet Bank or Mobile App, or other available Online Banking solution developed by ConnectPay and made available to the Customer (User)), incl. to receive and transmit information in relation to the Terms and Conditions, this Agreement and/or other Service Agreements.
- 2.4. "Identity Authentication Measures" shall mean the log-in name, registration Password, PIN, One-time Password (code), and/or Mobile App Authenticator given to the Customer (User) by ConnectPay, or other authentication measures submitted to the Customer (User) or accepted by ConnectPay for confirmation of the Customer's (User's) identity, including but not limited to the Biometric Security Measures.
- 2.5. "Internet Bank" shall mean an internet-based system of ConnectPay accessible by the User through the ConnectPay Website enabling the User to provide Instructions to ConnectPay, thus manage the funds in the Account and exchange information with ConnectPay and/or perform other permitted in the Online Banking actions in accordance with the Terms and Conditions and this Agreement.
- 2.6. "Mobile App" shall mean a mobile application of ConnectPay installed by the User in its mobile phone and enabling the User to provide Instructions to ConnectPay, thus manage the funds in the Account and exchange information with ConnectPay and/or perform other permitted in the Mobile App, Online Banking, or other solutions developed and made available by ConnectPay, actions in accordance with the Terms and Conditions and this Agreement.
- 2.7. "Mobile App Authenticator" shall mean a unique code sent to the Mobile App installed by the User and intended to identify the Customer / User when the User is logging to the Internet Bank and/or confirm the Instructions sent to ConnectPay through the Internet Bank.

- 2.8. "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/or confirm the Instructions sent to ConnectPay by the Electronic Channels.
- 2.9. "PIN" shall mean a security code created by the User in accordance with the instructions provided by ConnectPay to log in to the Mobile App.
- 2.10. "Terms and Conditions" shall mean the general terms and conditions governing all relationships between the Customer, User and ConnectPay published on the ConnectPay Website or made available in the Online Banking.
- 2.11. Other definitions with first capitalized letters used in this Agreement shall have the meanings specified in the Terms and Conditions and/or Payment Services Terms and Conditions published on the ConnectPay Website or made available in the Online Banking.

3. Opening the User Account

- 3.1. In order to open and manage the User Account, the Customer (User) shall accept this Agreement, the Terms and Conditions, Payment Services Terms and Conditions and other relevant Service Agreements when registering in the Internet Bank and completing the procedures required by ConnectPay. Upon successful registration in the Internet Bank, the Online Banking username is assigned to the User, the Password to log in to the Online Banking is created by the User and the rights of the User in the Online Banking are defined.
- 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 management the funds on the Account in the Online Banking. The persons mentioned in this paragraph shall have all rights and responsibilities assigned to the Customer under this Agreement. The Customer may add additional Users by providing request via the Internet Bank following ConnectPay instructions.
- 3.3. The User shall be prohibited from having more than one User Account in the Online Banking. Therefore, the User may log in to the Internet Bank or Mobile App with the same username assigned to the User when registering in the Internet Bank as provided in provision 3.1 above.
- 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 any Instruction to ConnectPay through the Online Banking may choose the particular Account where the Instruction shall be executed.

4. Mobile App

- 4.1. The User may download the Mobile App into his/her mobile phone free of charge and use the Services and other functionalities of the Mobile App in accordance with this Agreement, Terms and Conditions, Payment Services Terms and Conditions and other Service Agreements, only after (i) the User Account is opened under Section 3 above, (ii) the User has been identified with the same Identity Authentication Measures as when logging in to the Internet Bank (i.e. username, Password), (iii) following the instructions provided by ConnectPay in the Mobile App the User has created a unique PIN in the Mobile App as the Identity Authentication Measure to log in to the Mobile App.
- 4.2. The User may be required to comply with additional terms and conditions provided by the mobile phone manufacturer and/or relevant apps' marketplace, and/or other associated service providers before the User can download and/or use the Mobile App.
- 4.3. If technically available in the mobile phone of the User, the User upon completing the actions referred to in provision 4.1 above, shall decide whether to use the Biometric Security Measures for the Identification when using (logging in to) the Mobile App instead of using the PIN. The User having the Mobile App, but logging into the Internet Bank may be required by ConnectPay to be identified through the Mobile App Authenticator.

- 4.4. ConnectPay may introduce new features (Services) to the Mobile App at any time without any separate notice to the User, unless such notice is required under legal acts or ConnectPay agreements with third parties. Due to such new features (Services) the User may be required to install updates to the Mobile App and the User shall be aware that the Mobile App operations may be limited and/or interrupted if the required updates are not installed by the User.

5. Access and management of the User's Account via Online Banking

- 5.1. When the User has opened the User's Account in the Internet Bank, the User may log in to the Online Banking with the Identity Authentication Measures assigned (issued) to the User upon registration in the Internet Bank (i.e. username, Password) and the One-time Password (when the One-time Password is required by ConnectPay), and/or the Mobile App Authenticator (when ConnectPay is requiring Identification through the Mobile App Authenticator). For the avoidance of doubt, the same Identity Authentication Measures shall be used to log in to the Internet Bank and Mobile App, unless otherwise provided in this Agreement and/or in conjunction with provision 4.3 of this Agreement, the User chose to be identified by the Biometric Security Measures. If the User do not use the Biometric Security Measures instead of the PIN, where the Biometric Security Measures are available, it will be considered by ConnectPay that the User did not protect its mobile phone appropriately as required under the Payment Terms and Conditions.
- 5.2. The Identity Authentication Measures provided to the User by ConnectPay shall be used to authenticate the User and the Customer and the actions performed using the Electronic Channels. If the appropriate Identity Authentication 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. The Instructions provided by the Customer via the Electronic Channels may only be executed when they are confirmed by one or several Identity Authentication Measures as required by ConnectPay in its sole discretion (i) a One-time Password (e.g. when the Instructions are to be executed either through the Mobile App or the Internet Bank) or the Mobile App Authenticator (e.g. when the Instructions are to be executed through the Internet Bank and the User has a Mobile App), or (ii) combination of the One-time Password and/or other Identity Authentication Measures requested by ConnectPay (e.g. when the Instructions are to be executed through the Internet Bank, the User may be requested to confirm the Instruction not only with the One-time Password, but also by confirming the Instruction in the Mobile App (PIN / Biometric Identification Measures / Mobile App Authenticator), unless ConnectPay does not require certain Instructions to be confirmed by a One-time Password and/or other Identity Authentication Measures). The Instructions submitted to ConnectPay via the Electronic Channels approved by the Identity Authentication Measures shall be in all cases equivalent to the Instructions signed by the Customer.
- 5.3. The User shall be entitled to carry out the following actions through the Electronic Channels:
- 5.3.1. to submit Instructions to ConnectPay for the provision of the Services;
 - 5.3.2. to receive and review the Statements of Accounts;
 - 5.3.3. submit notifications to ConnectPay and receive notifications from ConnectPay;
 - 5.3.4. if made available by ConnectPay, access and manage the Service Agreements;
 - 5.3.5. adjust the settings (limits) of the Account, Payment instruments, Services and/or the Online Banking;
 - 5.3.6. other actions and operations related to ConnectPay Services which can be performed or used via the Electronic Channels.

6. Rights and obligations of ConnectPay:

- 6.1. Upon the Customer and the User are identified, ConnectPay shall allow the User to use the Services provided remotely through the Electronic Channels if the correct Identity Authentication Measures were used during the log in to the User Account stage. Instructions, requests, notices, provided by the User via the Electronic Channels or other actions performed shall be separately approved using the appropriate Identity Authentication Measures.
- 6.2. ConnectPay shall properly execute the Instructions of the User provided through the User's Account if:

- 6.2.1. the Instructions for the Account transactions submitted by the User meet the terms and conditions of this Agreement, the Terms and Conditions, Payment Services Terms and Conditions, and other requirements established by ConnectPay;
- 6.2.2. 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);
- 6.2.3. the funds on the Account are not seized or the right to dispose of funds on the Account are otherwise restricted;
- 6.2.4. there are no restrictions under applicable laws and/or other restrictions provided in the Service Agreements 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;
- 6.2.5. the Customer shall not exceed the Payment Transactions limit set by ConnectPay for the Account and/or the particular Payment instrument or chosen by the Customer.
- 6.3. 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 (User) asks to block the User's Account and Account and access to the Services remotely through the Electronic Channels or to unblock the access rights. Conversation records shall be considered evidence of possible disputes between ConnectPay and the Customer.
- 6.4. ConnectPay has the right to improve the Online Banking and eliminate the identified weaknesses of the Online Banking with limitation of ConnectPay liability for doing so as described in the Terms and Conditions.

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

- 7.1. The Customer and the User shall have the main following obligations:
 - 7.1.1. meet with the requirements provided in this Agreement;
 - 7.1.2. ensure that only the User log in to the User Account remotely with the granted or available Identity Authentication Measures and make use of the User Account and Account;
 - 7.1.3. 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 the Instructions the appropriate Customer (User) Identity Authentication Measures have been used;
 - 7.1.4. ensure the security of the Identity Authentication Measures provided by ConnectPay or accepted by ConnectPay as Identity Authentication Measures, not to enter the Identity Authentication Measures data on the items stored along with them, and not to allow third parties to access and/or dispose of them;
 - 7.1.5. pay the Fees to ConnectPay for the issuance and exchange of Identity Authentication Measures, for the execution of the Instructions provided through the Electronic Channels, other Services provided by ConnectPay, and to ensure that the Account has sufficient funds to execute the Instructions;
 - 7.1.6. inform ConnectPay immediately but not later than within 3 (three) Business Days if any Customer and/or User related data specified in the Online Banking has changed 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 (User's) details do not comply with this Agreement, or that the Customer (User) 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;
 - 7.1.7. provide correctly filled in requests to add additional Users via the Internet Bank following ConnectPay instructions;
 - 7.1.8. ensure that the devices and other technical means (including the operating system of the mobile phone or computer) through which the User Account is accessed are secure (i.e. are protected by the Biometric Security Measures or other available security measures), they are technically updated, and will not spread viruses, allow illegal intrusion and/or

- otherwise cause the Online Banking malfunctions, damage or destroy information and cause other damage to the Online Banking and ConnectPay;
- 7.2. The above obligations also apply to the User acting on behalf of the Customer and the Customer shall be responsible in case the User breaches any of the above obligations causing losses to the Customer, ConnectPay or third parties, if any.

8. Blocking of Identity Authentication Measures

- 8.1. The User shall be aware that in case the User has forgotten it's username, Password and/or PIN used for logging in to the Online Banking, the User shall follow the instructions provided in the Online Banking to reset the relevant Identity Authentication Measures. Please note that in respect to the Mobile App, if during the log in stage the User incorrectly entered the PIN, the User may be required to uninstall the Mobile App and reinstall the Mobile App and complete all actions required by the Mobile App in order to use the Mobile App functionalities and access the User Account. In case the User does not understand the Identity Authentication Measures reset process implemented by ConnectPay, the User is encouraged to approach ConnectPay by contacts provided on the ConnectPay Website.
- 8.2. If the User loses the mobile phone in which the Mobile App is installed and/or to which a One-time Password is sent by SMS, in case of suspicion of their unauthorized use by third parties, 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 on <https://connectpay.com/support/>. When submitting a request, the User must indicate his full name, personal identification number and answer the Security Question used to identify the User and 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.
- 8.3. ConnectPay shall have the right to block the access to the Services provided remotely through the Electronic Channels:
- 8.3.1. if ConnectPay has been notified of the loss or disclosure of the Identity Authentication Measures to a third party, or there are reasonable grounds for believing that the Identity Authentication Measures may become known or has become known (available) to third parties;
 - 8.3.2. if incorrect One-time Passwords sent by SMS are submitted 5 (five) times in a row before using ConnectPay's Services;
 - 8.3.3. if incorrect Password / PIN is entered 5 (five) times in a row when connecting to the Online Banking;
 - 8.3.4. if incorrect Mobile App Authenticator sent to the Mobile App is entered 5 (five) times in a row when logging into the Internet Bank and/or confirming the Instructions through the Internet Bank;
 - 8.3.5. there are other grounds for blocking the access to and suspension of the Services established in the Terms and Conditions, Payment Services Terms and Conditions and/or other Service Agreements.
- 8.4. The access to the Services, User's Account, and the Account shall be unblocked upon submission of a duly signed written request by the User sent to email address indicated on <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.
- 8.5. 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 this Agreement, the Terms and Conditions, Payment Services Terms and Conditions.

9. Fees

- 9.1. The Customer shall pay to ConnectPay for the Services rendered through the Electronic Channels the Fees in the amount specified in the Price List applicable at that time.
- 9.2. 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.

10. Liability

- 10.1. 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.
- 10.2. The responsibility of ConnectPay for the Identification of the User and the Customer shall be limited to verification of the Identity Authentication Measures provided to the User and the Customer.
- 10.3. The User and the Customer shall be prohibited from performing any actions using the Identity Authentication 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.
- 10.4. 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.
- 10.5. ConnectPay shall not be responsible if the Identity Authentication 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.
- 10.6. ConnectPay shall not be responsible if the Customer is unable to use the Services remotely via the Electronic Channels due to failures in telecommunication networks or information has been lost and distorted, etc. due to failures in telecommunication networks.
- 10.7. Upon execution of the Instruction received from the User 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 User by the Electronic Channels and the data characterizing it.
- 10.8. The Customer and the User shall be jointly and severally liable for non-performance or improper performance of this Agreement. The persons authorized under this Agreement are obliged to properly execute all obligations assumed by the Customer in accordance with this Agreement.
- 10.9. ConnectPay shall not be liable if the User 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.
- 10.10. 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 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.

11. Validity, amendment, and termination of Agreement

- 11.1. This Agreement comes into force and becomes a legally binding agreement between the Customer and ConnectPay immediately after (i) the Customer/User electronically submits an Application to use the 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 the Customer's/User's Application and notifies the Customer/User thereof in accordance with the procedure established in the Terms and Conditions.

- 11.2. 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.
- 11.3. This Agreement shall be considered to be expired if the Customer revokes the User's rights to access the User's Account.
- 11.4. 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.
- 11.5. This Agreement may be terminated by either of the Parties in accordance with the procedure established in the Terms and Conditions. This Agreement shall automatically expire on the same day when all Accounts servicing agreements concluded with ConnectPay are terminated.

12. Settlement of Disputes and Applicable Law

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

13. Other Terms and Conditions of the Agreement

- 13.1. 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.
- 13.2. The Parties shall communicate, send and receive notifications in a manner prescribed in the Terms and Conditions.
- 13.3. 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.

14. Final provisions

- 14.1. 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.
- 14.2. The Parties declare that at the time of concluding this 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 this Agreement are clear, consequences of the conclusion of this Agreement are understandable.
- 14.3. 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. This 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/> or, if available, in the Online Banking.
- 14.4. The information about this Agreement shall be available in durable media via agreed communication channels, including but not limited to, the Online Banking, email, ConnectPay Website, others.
- 14.5. 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.