



# Online Payment Acceptance Terms of Use

*Version 1.1*

**Online Payment Acceptance Provider** - "ConnectPay", UAB, legal entity code 304696889, registered office address at Algirdo St. 38, LT-03218 Vilnius, Republic of Lithuania, e-mail address: [info@connectpay.com](mailto:info@connectpay.com), phone: +370 605 04252, website: [www.connectpay.com](http://www.connectpay.com), the data on ConnectPay is accumulated and stored in the State Enterprise Center of Registers of the Republic of Lithuania. Electronic Money Institution License No. 24 issued on 16 January 2018 by the supervisory body – the Bank of Lithuania.

**Payer** – a natural (private) or legal person who, by means of services provided by ConnectPay, initiates payment orders.

**Merchant** - a business customer of ConnectPay, either a natural (private) or legal person, which sells goods and / or services and receives payments for such goods and / or services.

**Payment Initiation Service (PIS), Service** – a payment service when by a request of the Payer the payment order from a payment account held at another payment service provider is initiated through PISP.

**Account Information Service (AIS)** – an online service providing account information on one or more payment accounts held by the Payer with his / her ASPSP.

**Card Payment (Card)** – a payment method where pursuant to the Payer's order the transaction is executed by the ASPSP from the Payer's payment card issued by such ASPSP.

**Account Servicing Payment Service Provider (ASPSP)** – a payment service provider providing and maintaining a payment account for the Payer.

**Terms** – the terms stated herein of the use of PIS and / or AIS / Card.

## **Basic features of Payment Initiation and Account Information Services**

1. These Terms determine the operation of PIS and AIS or Card in ConnectPay system and outline the main features of these Services.
2. ConnectPay provides PIS which allows the Payer to access his / her payment account held at the chosen ASPSP, submit an automatically generated payment order, and provide the means to authorize it.
3. When using PIS, the Payer consents to AIS whereby ConnectPay obtains limited access to and processes the details of his / her payment account for the purpose of providing the Service to the Payer.
4. ConnectPay does not impose on the Payer any commission fee for the provision of PIS and AIS or Card. By means of these Terms, the Payer is informed that the payment orders are charged the standard commission fee applied by the Payer's ASPSP for the respective type of the payment transfer. ConnectPay undertakes to inform the Payer of such a commission fee if the Payer's ASPSP informs the price of such a payment transfer.

## **Detailed operation of Online Payment Acceptance**

5. The Payer is informed about these Terms and Privacy Policy prior to using PIS and AIS or Card which are provided by ConnectPay. By choosing to continue, the Payer acknowledges the before-mentioned information has been read and agreed to.
6. By providing PIS to the Payer, ConnectPay automatically generates a payment order in accordance with the data provided by the Merchant and / or the Payer to ConnectPay, which specifies the following:
  - 6.1. the payment amount and currency specified by the Payer or the Merchant from which the Payer intends to purchase the service or goods and approved by the Payer at the time of initiating the payment order.
  - 6.2. in case ConnectPay is a beneficiary, the name and account number of ConnectPay, the information on final beneficiary provided in the area of the purpose of the payment along with other data allowing the final beneficiary to identify the Payer's payment order for the purchased goods and / or services.

- 6.3. in case the beneficiary is the Merchant itself, the name and account number of the Merchant, the purpose of the payment which is automatically indicated based on the data of the Merchant for the beneficiary to be able to recognize the payment order executed by the Payer for the purchase of goods and / or services.
- 6.4. In case the Payer chooses payment with the Card as a payment method, the payment service provider of the Payer in the respective transaction is the card issuer / account servicing service provider and not ConnectPay, meaning that ConnectPay bears no liability towards the Payer with respect to payment transactions executed through the Card. In case of unsuccessful payment transaction to the Merchant or other issues, the Payer has to contact his/ her card issuer/ account servicing payment service provider or the Merchant (as the case may be). ConnectPay serves the Merchant as an acquiring service provider that might process certain amount of Payers personal data with respect to the payment transaction and share it with its correspondent banks engaged for the proper provision of the acquiring services to the Merchants.
- 6.5. In case the Payer chooses payment with the Card as a payment method as specified in point 6.4 above, the Payer confirms that he / she has read and agrees with the applicable terms and conditions of the third-party service providers: card issuer/account servicing payment service providers or the Merchant (as the case may be).
- 6.6. All applicable terms and conditions of the third-party service providers can be found here:
  - [Paystrax Terms and Conditions](#)
  - [SaltEdge Terms and Conditions](#)
  - [Aiaa Terms and Conditions](#)
  - [Checkout Terms and Conditions](#)
7. By clicking the button to consent, the Payer expresses his / her agreement to initiate AIS and PIS. When the Payer uses it, he / she personally and unilaterally initiates the submission of a payment order in the name and on behalf of him / her to the selected ASPSP. Such payment order may be cancelled if the Payer does not give consent to initiate the Service or terminates the session without authorizing the payment order.
8. ConnectPay system passes the details of the payment order to the Payer's ASPSP, and the Payer is requested to submit his / her personalised security credentials issued by the Payer's ASPSP, used for secure customer authentication, to access the details of his / her payment account.
9. The payment amount, beneficiary and / or other details of the payment order cannot be altered after the Payer gives consent to ConnectPay to initiate the payment transaction.
10. In case the Payer has several payment accounts at ASPSP, the Payer may choose (depending on the implementation on the platform of ASPSP) the one from which he / she intends to execute the payment order.
11. In case the Payer's indicated payment account does not contain the currency set forth in the payment order or the amount is insufficient, ConnectPay does not provide the Payer with a currency exchange service.
12. The Payer authorizes a payment order automatically generated by ConnectPay from a payment account held by the Payer and submit his / her personalised security credentials issued by the Payer's ASPSP, used for secure customer authentication, to confirm it. In performing this payment order, ConnectPay does not collect, store, or protect personalized security credentials provided by the Payer.
13. ConnectPay submits the following information to the Payer and the final beneficiary once the Service is successfully provided:
  - 13.1. A confirmation of proper initiation and successful execution of the payment order.
  - 13.2. Data which allows the Payer and the final beneficiary identify the payment transaction, the amount and the Payer to the final beneficiary.
14. The Payer is subject to the due diligence measures that ConnectPay must apply in circumstances established by the legislation on money laundering. As a result, a profile on the Payer will be created by ConnectPay in its system.

## **Responsibility**

15. ConnectPay undertakes full responsibility for the correct submission of the Payer's payment order to ASPSP chosen by the Payer, including the security and confidentiality of the personalised security credentials submitted by the Payer.
16. ConnectPay does not take responsibility for any actions or communication exchanged between the Payer and ASPSP selected the Payer.

17. ConnectPay does not take responsibility for the actions specified in point 6.4 of these Terms.
18. ConnectPay does not keep the Payer's funds at any time when providing PIS and / or AIS. The transfer of Payer's funds from his / her payment account is executed by ASPSP chosen by the Payer.
19. ConnectPay does not take responsibility for the goods and / or services purchased by the Payer or the quality thereof, nor is responsible for handling the claims between the Payer and the Merchant or any other beneficiary.

## **Data protection**

20. ConnectPay collects, stores and processes the personal data in ways and for the purpose provided in Privacy Policy published on ConnectPay website.

## **Final provisions**

21. These Terms are subject to the law of the Republic of Lithuania.
22. The Payer shall have the right to submit complaints regarding payment services provided by ConnectPay to the general e-mail address at [support@connectpay.com](mailto:support@connectpay.com). The Payer's written complaint shall be investigated no later than within 15 business days from the day of its receipt. In exceptional cases, for reasons beyond the control of ConnectPay, it is impossible to respond within 15 business days, ConnectPay will provide an interim response. In any case, the final reply shall be submitted no later than within 35 business days.
23. If the solution presented by ConnectPay does not satisfy the Payer, he / she shall have the right to submit a claim to the Bank of Lithuania at Totorių St. 4, LT-01121 Vilnius, and / or via email at [info@lb.lt](mailto:info@lb.lt); in case the Payer is a consumer, he / she shall also have a right to contact the Bank of Lithuania as an institution settling consumer disputes outside of courts at Totorių St. 4, LT-01121 Vilnius, and / or via email at [info@lb.lt](mailto:info@lb.lt), and in case of failure to settle a dispute amicably, the Payer shall have a right to apply to the court of the Republic of Lithuania.
24. These Terms shall enter into force upon the Payer's initiation of a payment order using PIS and / or AIS or Card provided in ConnectPay system. By using PIS and / or AIS or Card, the Payer acknowledges that he / she is familiar, complies and agrees to abide by these Terms.
25. ConnectPay reserves the right to change these Terms unilaterally at any time and such changes come into force upon their publication on ConnectPay website.