



# Payment services Terms and Conditions

*Version CPL-COM-001.1*

*Effective as of 12<sup>th</sup> November 2021\**

*\*For existing customers this document will be applied in 60 calendar days counting from 12<sup>th</sup> November 2021*

## 1. General Part

- 1.1. These Payment Services Terms and Conditions shall apply to all relationships between the Customer and ConnectPay pertaining to the provision of Payment Services arising prior to and continuing after the enforcement of Payment Services Terms and Conditions or arising after the enforcement of the Payment Services Terms and Conditions.
- 1.2. These Payment Services Terms and Conditions shall govern matters not regulated in the Terms and Conditions and/or to the extent it is not governed in the General Terms and Conditions.
- 1.3. In addition to the Payment Services Terms and Conditions, relationships pertaining to the provision of Payment Services shall also be governed by laws and other legal acts of the Republic of Lithuania, the General Terms and Conditions, Fees, as well as other Service Agreements, and the principles of reasonableness, justice and good faith.
- 1.4. For the avoidance of doubt, the Payment Services Terms and Conditions is an inseparable part of the General Terms and Conditions and shall always be construed and interpreted together with General Terms and Conditions.
- 1.5. The Payment Services Terms and Conditions shall come into force and become legally binding agreement between Customer and ConnectPay after the Customer expresses his consent to use Payment Services and comply with the provisions set herein and shall be valid for an indefinite period.

## 2. Key Definitions Used in Payment Services Terms and Conditions

- 2.1. "Consent" shall mean Customer's consent to perform the Payment Transaction.
- 2.2. "Payer" shall mean a natural or legal person who has an Account and allows to execute a Payment Order from the Account.
- 2.3. "Payee" shall mean a natural or legal person which in the Payment Order is indicated as the recipient of funds of the Payment Transaction.
- 2.4. "Payment instrument" shall mean any personalised device and/or certain procedures agreed between the Customer and Customer and used by the Customer for the initiation of a Payment Order.
- 2.5. "Payment Order" shall mean an order from the Payer or the Payee to ConnectPay to execute a Payment Transaction.
- 2.6. "Payment Transaction" shall mean a crediting of incoming payments or credit transfers of money initiated by the Payer or the Payee.
- 2.7. "Payment Service" shall mean the payment services provided by ConnectPay as defined in the licence of the electronic money institution issued to ConnectPay: (i) Payment Transaction from the ConnectPay Account to the Customer's and/or third parties payment accounts opened with another PSPs, (ii) Payment Transactions when money is given to the Client under a credit line: Payment Transactions using a payment card or a similar Payment instrument and / or credit transfers, including periodic transfers; (iii) issuance and/or acceptance of Payment instruments; (iv) other payment services as may be included in the licence.
- 2.8. "Password (Passwords)" shall mean any code of the Customer created in the Online Banking or a code provided to the Customer by ConnectPay for the access to the User Account and/or ConnectPay Account or initiation and management of separate Services provided by ConnectPay and/or initiation, authorisation, execution, confirmation and receipt of the Payment Transactions.
- 2.9. "PSP" shall mean a legally licensed payment service provider such as a bank, other credit institution, electronic money or payment institution, etc.
- 2.10. "Unique Identifier" shall mean a combination of letters, numbers or symbols specified to the payment service user, including the Customer by ConnectPay or another PSP and to be provided by the payment service user, including the Customer to identify unambiguously another payment service user, including the Customer and/or the payment account, including Account of that other payment service user, including the customer for the Payment Transaction. Unique identifier for the purposes of the Payment Services Terms and Conditions can be understood, without limitation, Account IBAN or IBAN and BIC or bank account number and BIC, etc.
- 2.11. "SEPA Credit Transfer (SCT) payment" shall mean standard funds transfer in euros from one bank account to another among SEPA countries, where both banks are SEPA Credit Transfer scheme participants

- 2.12. "SEPA Instant Credit Transfer (SCT Inst) payment" shall mean instant funds transfer in euros among SEPA countries, where both debtor's and beneficiary's banks are SEPA Credit Transfer scheme participants and that are executed 24 hour per day, 7 days per week, 365 days per year and has ceiling for maximum transaction amount up to 100,000 euros.
- 2.13. "SWIFT payment" shall mean a type of transaction where the SWIFT international payment network is used to send or receive international electronic payments among separate countries.
- 2.14. "General Terms and Conditions" shall mean a general terms and conditions governing all relationships between the Customer and ConnectPay published on ConnectPay Website.
- 2.15. Other definitions with first capitalized letters used in the Agreement shall be in accordance with the definitions specified in the General Terms and Conditions published on the ConnectPay Website.

### **3. Interpretation of the General Terms and Conditions**

- 3.1. Unless stated otherwise, each provision of the Payment Services Terms and Conditions shall be interpreted in conjunction with other provisions of the respective document having regard to all provisions of the General Terms and Conditions and/or Service Agreements considering their integrity and purposes.

### **4. Requirements for Payment Orders and Refusal to Execute Payment Orders**

#### **4.1. Requirements for Payment Orders**

- 4.1.1. ConnectPay undertakes to ensure proper execution of the Payment Orders given by the Customers following terms and conditions agreed herein and legal act requirements.
- 4.1.2. In respect of Euros denominated Payment Transactions throughout SEPA zone, the Customer hereby acknowledges that Payment Orders by default are executed using SCT Inst payment scheme, and only if for some reasons SCT Inst payment scheme is not available, the Payment Orders shall be executed using SCT payment scheme.
- 4.1.3. ConnectPay shall execute the Payment Order if:
  - 4.1.3.1. Payment Order contains sufficient information required by ConnectPay and is generated in accordance with the instructions specified in the Online Banking and valid at the moment of submission of the Payment Order; and
  - 4.1.3.2. Payment Order is authorized by the Customer; and
  - 4.1.3.3. if applicable, upon request of ConnectPay the Customer provided ConnectPay with documents evidencing the legal source of funds related to execution of the Payment Order, legal background of Payment Transaction, Identification or other documents related to Customer or its business activities;
  - 4.1.3.4. Account has sufficient and unrestricted balance in the currency of the Payment Order.
- 4.1.4. The Payment Orders submitted by the Customer shall be clearly, unambiguously worded and executable. ConnectPay shall not be held liable for errors, inaccuracies, repetitions and/or contradictions in the Payment Orders submitted by the Customer including but not limited to correctness of the details of the Payment Order submitted by the Customer. If the Payment Order submitted by the Customer does not contain sufficient data or contains inaccuracies, ConnectPay shall be entitled to refuse to execute such Payment Order or execute it according to the data given in the Payment Order irrespective of the nature of the inaccuracies in the Payment Order. If ConnectPay executed Payment order according to the data provided by the Customer in the Payment order it shall be considered that ConnectPay has fulfilled the obligations properly and shall not repay the transferred amount to the Customer.
- 4.1.5. When filling in the Payment Order through the Online Banking, the Customer shall be entitled to enter a future date of the Payment Order's execution. If on the indicated date the amount of funds on the Customer's Account is sufficient, the Payment Order shall be executed.
- 4.1.6. If the amount of funds on the Customer's Account is insufficient for executing the Payment Order, the Payment order shall not be executed; however, the Online Banking shall attempt to execute the Payment Order for 5 (five) days following the receipt of the Payment Order, if Customer chooses to wait for funds before executing payment. If during the aforementioned period the amount of funds on the Account is not sufficient for execution of the Payment Order, the Payment Order shall be cancelled by ConnectPay and no longer executed. If the amount of money on the Customer's Account is insufficient in one currency, but there is a

- sufficient amount of funds in another currency, the Payment Order shall not be executed until the Customer converts the other currency into the currency of the Payment Order.
- 4.1.7. When filling in a Payment Order through the Online Banking the Customer shall be entitled to establish the feature defining the conditions of execution of the Payment Order such as waiting for incoming money into the Account before stating executing the Payment Order.
  - 4.1.8. Payment Order shall be executed by ConnectPay according to the Unique Identifier and other information provided in the received Payment Order. ConnectPay shall not be held liable for Customer's a failure to provide the Unique Identifier and other information in the Payment Order and/or incorrectness thereof, and/or if the PSP of the Payee has set a different Unique Identifier for proper execution of such Payment Transaction. Information on Unique identifier, information required for execution of Payment Transaction and other instructions how to execute Payment Transactions can be found in published on ConnectPay Website.
  - 4.1.9. ConnectPay has the right, but not an obligation, to check whether the Unique identifier given in the Payment order received by ConnectPay corresponds to the name and surname (title) of the payment account owner (Payee). However, if ConnectPay executed Payment order according to the data provided by the Customer in the Payment order (e.g. the Customer indicated a wrong Unique Identifier of the Payee or other necessary requisites), ConnectPay undertakes to take all reasonable steps to trace the Payment Order and seek to recover the funds used for the execution of the Payment Transaction. Where the recovery of funds as referred to in this paragraph is impossible, ConnectPay, upon the request from the Customer, undertakes to provide to the Customer with all available information which is relevant to the Customer in order to enable him / her / it to take legal action in order to recover funds, including submitting a claim to court.
  - 4.1.10. ConnectPay shall have the right to fully or partially transfer execution of the Payment Order submitted by the Customer to third parties if it is required by the interest of the Customer and/or the substance of execution of the Payment Order.
  - 4.1.11. ConnectPay shall be entitled to record and store any Payment Orders placed in any of the methods agreed on with ConnectPay and to record and store information on all Payment Transactions performed by the Customer or according to the Payment Orders of the Customer. The records mentioned in this paragraph may be presented by ConnectPay to the Customer and/or third persons as evidence confirming the submitted Payment Orders and/or executed Payment Transactions.
  - 4.1.12. ConnectPay in executing Payment Orders initiated by the Customer shall transfer to the Payee's PSP the information contained in the Payment Order, including Personal Data of the Customer specified in the Payment Order.
  - 4.1.13. The Customer, having received funds that has been credited to its Account by mistake or in other ways that have no legal basis, is obliged to notify ConnectPay about it immediately but not later than within 3 (three) Business Days. The Customer has no right to dispose of funds that does not belong to it. In such cases ConnectPay has the right and the Customer gives an irrevocable consent to deduct the funds from the Customer's Account without the separate Payment Order of the Customer. If the amount of funds on the Customer's Account is insufficient to debit the money credited by mistake, the Customer unconditionally commits to repay ConnectPay the funds credited by mistake in 3 (three) Business Days from the receipt of such request from ConnectPay.

## 4.2. Refusal to execute Payment Orders

- 4.2.1. ConnectPay shall have the right to refuse to execute a submitted Payment Order if:
  - 4.2.1.1. there are reasonable doubts that the Payment Order has been submitted not by the Customer or an authorised representative of the Customer; or
  - 4.2.1.2. the documents provided to ConnectPay are forged or there are doubts as to the legitimacy or content of the submitted Payment Order and as per provision 4.2.2 below the Customer has not provided documents requested by ConnectPay;
  - 4.2.1.3. there are other cases stipulated in the Service Agreements and legal acts, if any.
- 4.2.2. In conjunction with the provision above, if ConnectPay has reasonable doubts of whatsoever grounds ConnectPay shall have the right to demand that the Customer additionally confirm the submitted Payment Order and/or furnish ConnectPay with the documents indicated by ConnectPay by a method acceptable to ConnectPay at his own expense. ConnectPay does not assume responsibility for the losses which may arise due to refusal to execute the submitted Payment order. ConnectPay may charge Customer for Payment Order that has

- been rejected by ConnectPay due to objective reasons.
- 4.2.3. If ConnectPay refuses to execute the Payment Order submitted by the Customer, it shall inform the Customer within 1 (one) Business Day thereof and create necessary conditions for familiarisation of such notification, except for the cases where such notification is technically impossible, or this is forbidden by legal acts.
  - 4.2.4. ConnectPay shall not accept and execute the Customer's Payment Orders for performance of transactions on the Customer's Account if funds held in the Account is seized, restricted, the right of the Customer to dispose the funds is otherwise limited, as well as where the transactions performed by ConnectPay are suspended in cases described by applicable legal acts.
  - 4.2.5. If the funds are repaid under the Payment Order due to reasons beyond control of ConnectPay (inaccurate data of the Payment Order, the account of the Payee is closed etc.), the repaid amount shall be credited in the Customer's Account. The Fees paid by the Payer for execution of the Payment Order shall not be repaid and other Fees and costs related to repayment of money can be debited from the Customer's Account.
  - 4.2.6. ConnectPay shall be entitled to suspend and/or cancel execution of the Payment Transaction if ConnectPay believes that the Payment Transaction is fraudulent or illegal or required by applicable legal acts or due to other reasons beyond the control of ConnectPay. ConnectPay may have to report to law enforcement authorities about suspended and/or cancelled Payment Transactions of the Customer and ConnectPay shall not bear any liability for doing so.

## **5. Submission and withdrawal of the Consent, cancellation of the Payment Order**

- 5.1. In order to execute a Payment Transaction by computerised electronic means of communication, the Customer shall be obliged to fill in a Payment Order in the Online Banking and provide it for execution confirming his Consent to execution of the Payment Order.
- 5.2. The Payment Order and Payment Transaction shall be deemed to be authorised only after the Customer gives Consent. The Consent given to the agent of ConnectPay shall be deemed to be given to ConnectPay.
- 5.3. The Customer can give his Consent in the form and method established by ConnectPay or agreed between ConnectPay and the Customer (i.e. Consent endorsed by a one-time Password received by SMS or other Identity Authentication Measures).
- 5.4. The Consent endorsed by all methods provided shall be accepted as means of evidence in adjudication of disputes between ConnectPay and the Customer before courts and other institutions and the Customer shall not be entitled to challenge the Payment Transaction performed by ConnectPay if the Payment Order was submitted in the way provided for in this Section 5.
- 5.5. The Consent of the Customer shall be submitted until the start of execution of the Payment Order.
- 5.6. The procedure for cancellation of the Payment Order shall be as follows:
  - 5.6.1. a Payment Order cannot be cancelled after ConnectPay receives it (please also see Section 6 below), except for cases provided in these Payment Services Terms and Conditions, Separate Agreements and/or legal acts;
  - 5.6.2. if the Payment Transaction has been initiated by the Payee or via the Payee (e.g. a Payment Transaction via Payment Instrument - payment card), the Customer cannot cancel the Payment Order after the Payment Order has been sent or the Customer has given the consent to the Payee to perform the Payment Transaction;
  - 5.6.3. upon expiry of the terms stipulated in provisions 5.6.1. and 5.6.2 above, the Payment Order may be cancelled 5.6.2 above, the consent of the Payee is also necessary.
- 5.7. If the Customer submits an incorrect Payment Order, but the Payment Order has not been executed yet and might be cancelled as specified in provision 5.6 above, the Customer may request to cancel the provided Payment Order and in order to correct the Payment order by contacting ConnectPay.
- 5.8. The Customer shall be obliged to execute Payment Orders precisely according to the instructions indicated in the Online Banking or ConnectPay Website. If the Customer makes an invalid transfer, invalid account crediting or indicates invalid payment transfer data and requests ConnectPay to revise the payment, additional fees may be charged
- 5.9. The Customer hereby acknowledges that if the Payment Order is executed using SCT Inst payment scheme, the Payment Order is irrevocable and cannot be cancelled.



## 6. Receipt of the Payment Order and Terms for the Execution of Payment Order

### 6.1. Receipt of the Payment Order

- 6.1.1. When the Customer is a Payer, the Payment Order shall be deemed to be received by ConnectPay (the time limit for execution of the Payment Order shall start to run) on the day of receipt thereof reception, or, if the moment of receipt of the Payment Order is not a Business Day of ConnectPay, the Payment Order shall be deemed to be received on the next Business Day of ConnectPay.
- 6.1.2. The Payment Order which is received by ConnectPay on a Business Day of ConnectPay outside the hour set by ConnectPay shall be deemed to be received on the next Business Day of ConnectPay.

### 6.2. Time Limits of the Execution of the Payment Order

- 6.2.1. Payment Orders inside the ConnectPay Online Banking are executed immediately.
- 6.2.2. In case Payment Order shall be executed using SCT Inst payment scheme – Payment Order shall be executed immediately (up to 20 seconds).
- 6.2.3. In Case Payment Order shall be executed through SCT payment scheme – Payment Order shall be executed according to the following schedule:

SCT payment processing schedule:

| Time of payment submission through online banking | Preliminary payment receipt time during the Business Day |
|---|--|
| 9:10 AM EEST                                      | Same day 11:20 AM EEST                                   |
| 9:11 AM EEST – 11:40 AM EEST                      | Same day 13:45 PM EEST                                   |
| 11:41AM EEST – 14:10 PM EEST                      | Same day 16:15 PM EEST                                   |
| 14:11 PM EEST– 16:10 PM EEST                      | Same day 17:45 PM EEST                                   |
| 16.11 PM EEST                                     | Next Business Day 11:20 AM EEST                          |

- 6.2.4. All other Payment Orders (SWIFT payments) shall be executed no later than within 4 (four) Business Days unless the Customer and ConnectPay agrees for shorter time period. SWIFT payments execution term depends on where the PSP of the Payee is located. The Customer may contact ConnectPay in order to receive more information about probable Payment Order execution term. Swift payments are also subject to correspondent network availability, therefore ConnectPay reserve the right to refuse SWIFT payment if ConnectPay's existing correspondent partners cannot reach beneficiary PSP.

All other Payment Orders (SWIFT payments) processing schedule for all supported currencies:

| Time of payment submission through online banking | Preliminary payment receipt time during the Business Day |
|---|--|
| 8:00 AM EEST – 14:30 PM EEST                      | up to 3 Business Days                                    |
| 14:31 PM EEST                                     | up to 4 Business Days                                    |

- 6.2.5. Any Payment Transaction above can be suspended due to cases set forth by legal acts and these Payment Services Terms and Conditions, General Terms and Conditions and/or Service Agreements, regardless of business hours of ConnectPay.

## 7. Notifications of the Customer Regarding Unauthorised or Incorrectly Executed Payment Transactions

- 7.1. The Customer must, at least once a month, check Statement of Account where information about all Payment Transactions executed in the Account is presented.
- 7.2. The Customer shall be obliged to give notice to ConnectPay about unauthorised Payment Transaction immediately but not later than within 5 (five) Business Days of finding out such Payment Transactions and in any case no later than within 60 (sixty) calendar days of the day on which ConnectPay, in the opinion of the Customer, executed an unauthorised Payment Transaction or incorrectly executed a Payment Transaction. If the Customer is a Consumer, she/he shall notify ConnectPay about an

unauthorized Payment Transaction in writing not later than 13 (thirteen) months after the day of debiting money from the Account.

- 7.3. If the Customer does not submit specified in provisions 7.1 and 7.2 notifications within the time period indicated, it is considered that the Customer has unconditionally agreed to the Payment Transactions, that had been executed on the Account.
- 7.4. If the Customer finds out about loss, theft, illegal acquisition or unauthorised usage of the Account, User's Account, Payment Instruments and/ or Payment Services, and about the facts and suspicions that Identity Authentication Measures or Passwords of have become known to or may be used by third persons, the Customer shall immediately but not later than within 2 (two) Business Days to notify ConnectPay and request to block the User's Account, Account and/or the Payment instrument.

## **8. Liability of the Customer and ConnectPay for unauthorised Payment Transactions**

- 8.1. If the Customer, who is a Consumer, denies authorizing the Payment Transaction which has been authorised or state that the Payment Transaction has been executed improperly, ConnectPay is obliged to prove that authenticity of the Payment Transaction has been confirmed, it has been registered properly and recorded into accounts, and it has not been affected by any technical or any other glitches.
- 8.2. If the Customer is a Consumer he/she shall bear all the losses that have arisen due to unauthorised Payment Transactions for the amount of up to EUR 50 (fifty Euro) if the losses have been incurred as a result of usage of a lost, stolen or otherwise unlawfully acquired access to the Account or User Account, Payment Instrument.
- 8.3. If the Customer is not a Consumer, the Customer bears all the losses incurred due to the reasons provided for in provision 8.2 above.
- 8.4. The Customer shall bear all losses incurred as a result of unauthorised Payment Transactions if the Customer has incurred them not acting in good faith, acting fraudulently, through his gross negligence or as a result of intentional non-fulfilment of one or several of the following duties of the Customer:
  - 8.4.1. when using the Payment Services, to comply with the rules regulating issuance and usage of the User's Account, Account, Payment Instruments and Payment Services provided in these Payment Services Terms and Conditions, General Terms and Conditions and/or the Service Agreements;
  - 8.4.2. after receiving access to the User's Account, Account, Payment Instruments and to Payment Services, to assume measures to protect Identity Authentication Measures or Passwords as required these Payment Services Terms and Conditions, General Terms and Conditions and/or the Service Agreements;
  - 8.4.3. the Customer has not provided ConnectPay with notification as per provision 7.4 of these Payment Services Terms and Conditions.
- 8.5. The Customer, who is a Consumer, shall not incur any losses related to Payment Transactions in the following cases:
  - 8.5.1. prior to the execution of the Payment Transaction, the Customer could not notice (and provided the respective evidence to ConnectPay) the loss, theft or misappropriation of the Account and or User's Account, Payment instrument, unless the Customer has acted unfairly;
  - 8.5.2. the losses were incurred because of acts or omissions of third parties involved by ConnectPay for the provision of Payment Services of ConnectPay.
- 8.6. In case the Customer is a Consumer and after the it submits a notification as described in the provision 7.4 above, ConnectPay shall bear the losses of the Client incurred due to the lost, stolen or illegally acquired Account, User's Account, Payment Instrument, except for cases when the Customer has not acted in a good faith.
- 8.7. Upon receipt of a respective notification of the Customer within the time limits specified under provisions 7.1. and 7.2. or having established that the Payment Transaction has not been authorised by the Customer, ConnectPay shall, without undue delay, but no later than by the end of the next Business Day, return to the Customer the amount of such unauthorised Payment Transaction and restore the balance of the Account from which the amount was debited which would have existed if such unauthorised Payment Transaction would not have been executed, unless ConnectPay has reasonable grounds to suspect fraud.

- 8.8. In conjunction with the provision above, where the Customer lodges a claim with ConnectPay concerning the Payment Transaction not authorised by him and executed by ConnectPay, and ConnectPay repays to the Customer the funds of such Payment Transaction, but later it is established that the Payment transaction was authorised properly or there are other grounds set out by legal acts for rejecting the Customer's claim (e.g., fraud), such Customer, as the recipient of the funds paid out by ConnectPay without valid grounds must immediately repay such funds to ConnectPay and agrees with debiting of the funds of such Payment Transaction by ConnectPay from Customer's Accounts held with ConnectPay.
- 8.9. Where ConnectPay does not request from the Customer a more secure authentication (within the meaning of legal acts), the losses resulting from unauthorised Payment Transactions shall be borne by the Customer only where the Customer has acted unfairly.
- 8.10. ConnectPay shall not be held liable for the consequences arising due to a failure to notify.

## **9. Final Provisions**

- 9.1. These Payment Services Terms and Conditions and all relationships between the Customer and ConnectPay arising from it shall be governed by the Law of the Republic of Lithuania.
- 9.2. The whole text of the present Payment Services Terms and Conditions, as well as the documents derived from it, have been written in Lithuanian and English, both versions being deemed authentic, but for legal purposes the text in Lithuanian is to be given priority of interpretation. Payment Services Terms and Conditions may be translated to other languages, but in case of any discrepancy between the original text and translated versions, the text in Lithuanian language shall prevail.
- 9.3. These Payment Services Terms and Conditions shall be published on ConnectPay Website. Customer shall be able to download a copy of Payment Services Terms and Conditions from ConnectPay Website.
- 9.4. These Payment Services Terms and Conditions may be amended, terminated in accordance with the procedure established in the Sections 12 and 13 of the Terms and Conditions.
- 9.5. The Parties shall communicate, send and receive notifications in a manner prescribed in the Section 11 of the General Terms and Conditions.
- 9.6. All disputes between the Parties are resolved as prescribed in the Section 17 of the Terms and Conditions.
- 9.7. Other matters, rights and obligations of the Parties that might be relevant for proper execution of these Payment Terms and Conditions and which are not regulated herein is governed by the General Terms and Conditions, Service Agreements and/or other agreements of the Parties.