

# ConnectPay



## Agreement for IBAN Account

Version 1.2

*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 IBAN Account governs the relations between the Customer and ConnectPay arising from the Agreement, in particular:
  - 1.1.1. opening IBAN Account for the Customer with ConnectPay;
  - 1.1.2. receiving funds from the Customer or third parties and issuing an appropriate amount of Electronic Money and crediting them to the Account;
  - 1.1.3. using the Account by the Customer;
  - 1.1.4. disposing of the Electronic Money held in the Account and carrying out Payment Transactions and use of other Services provided by ConnectPay;
  - 1.1.5. paying to ConnectPay for the services rendered and Payment Transactions performed.
- 1.2. Relations between the Customer and ConnectPay arising out of the actions specified in Clause 1.1 above are also governed by the legal acts of the Republic of Lithuania, the Terms and Conditions, other Service Agreements, and other contractual documents.
- 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 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; Price List and individually adjusted Price List (if provided by ConnectPay).

## **2. Definitions used in the Agreement**

- 2.1. "Agreement" shall mean this Agreement on IBAN Account.
- 2.2. "Electronic money" shall mean monetary funds transferred to the Account opened on behalf of the Customer and managed by ConnectPay for accumulation and/or payment purposes (Electronic Money can be simply identified as funds in the Agreement).
- 2.3. "Terms and Conditions" shall mean general terms and conditions governing all relationships between the Customer and ConnectPay published on ConnectPay Website.
- 2.4. Other definitions with first capitalized letter and used in the Agreement shall have the meanings specified in the Terms and Conditions and Payment Services Terms and Conditions published on ConnectPay Website.

## **3. Issuance of Electronic Money**

- 3.1. The Customer's funds held on the Account shall be considered as Electronic Money which ConnectPay issues after the Customer transfers or deposits money to Customer's Account or when third parties transfer money to the Customer's Account. ConnectPay having received the money shall convert money into Electronic Money at the nominal value and credit the corresponding amount of Electronic Money to the Account (less the Fee, if applicable).
- 3.2. Electronic Money held on the Account is not a deposit and ConnectPay does not in any circumstances pay any interest for Electronic Money held on the Account and does not provide any other benefits associated with the time period the Electronic Money is stored.
- 3.3. ConnectPay shall guarantee the security of funds deposited with ConnectPay and to ensure the repayment of the funds to the Customer (i.e. redemption of Electronic Money), shall hold the received funds in segregated account opened in the credit institution or central bank of the Member State in accordance with the applicable laws.

## **4. Accumulative Account**

- 4.1. Considering that the Customer is a legal entity under incorporation procedure as provided by the laws of the Republic of Lithuania, the Account may be used by the Customer for the sole purpose of accumulation of the authorised share capital of the Customer (i.e. as accumulative Account).
- 4.2. The accumulative Account may be opened to the Customer only after the required documents and information are submitted to ConnectPay and Identification is carried out as required by ConnectPay under Section 4 of the General Terms and Conditions. However, ConnectPay does not guarantee that the accumulative Account will be opened even if the Customer submits all required documents and information. In addition, the Customer shall agree to provide all necessary information, data and documents as required by ConnectPay for the purpose of establishment that:
  - 4.2.1. the Customer is a legal entity under incorporation in the Republic of Lithuania, which has the right to accumulate funds for the authorised share capital;
  - 4.2.2. the Customer's representative has the right to manage and use the accumulative Account on behalf of the Customer.
- 4.3. The accumulative Account shall enable the Customer to:
  - 4.3.1. receive and hold Electronic Money on the Account intended for the accumulation of the authorised share capital of the Customer;
  - 4.3.2. redeem the Electronic Money held on the Account at their nominal value and transfer the redeemed funds to another account specified by the Customer in order to return the contributions to the founders in accordance with the founding documents of the Customer and the laws of the Republic of Lithuania, and close the Account (e.g. if the incorporation procedure of the Customer is terminated without the establishment of a legal entity, or if it is necessary to return the funds received to the Account for other reasons provided under the laws of the Republic of Lithuania);
  - 4.3.3. review information on the status and balance of the Account, as well as the statement of performed operations on the Account via logging in to the User Account that has been assigned to the Account with the Customer's login name, Password and confirming by the one-time password received by SMS or other Identity Authentication Measures;
  - 4.3.4. upon request, receive information from ConnectPay on the status and balance of the Account, as well as the statement of performed operations on the Account in electronic and/or paper form.
- 4.4. In conjunction with the provisions above and for the avoidance of doubt, the Electronic Money shall also be redeemed from the accumulative Account when ConnectPay exercises its right to deduct Fees owed by the Customer to ConnectPay, based on a court decision and in other cases provided for by the laws, the Terms and Conditions, separate Service Agreements.
- 4.5. Once the incorporation procedure of the Customer is completed, the Customer shall submit to ConnectPay the documents confirming that the Customer is a legal entity duly incorporated and registered in accordance with the procedure established by the laws of the Republic of Lithuania, and provide other documents and/or information as may be requested by ConnectPay in accordance with Section 4 of the General Terms and Conditions. However, ConnectPay does not guarantee that the accumulative Account will be converted into operational Account even if the Customer submits all required documents and information. The Customer shall have the right to use other Services of ConnectPay which require the Customer to have an Account only after ConnectPay converts the accumulative Account into an operational Account. The operational Account may be used by the Customer as described in Section 5 below.

- 4.6. The Customer shall immediately, but not later than within 3 (three) Business Days, notify ConnectPay of any circumstances relevant to the Customer's status as a legal entity under incorporation procedure. The Customer shall provide the documents substantiating such circumstances (e.g. changes in the representatives of the Customer, completion of establishment of the Customer as a legal entity, termination of the incorporation procedure of the Customer without the establishment of a legal entity, etc.) irrespective of whether such information is already transferred to public registers or not.

## **5. Usage of the Account and Electronic Money Redemption**

- 5.1. Once the Account is duly converted by ConnectPay from an accumulative Account to an operational Account, the Customer may manage the Account and execute Payment Transactions:
  - 5.1.1. via the internet by logging in to its User Account that has been assigned to the Account with the Customer's login name, Password and confirming by the one-time password received by SMS or other Identity Authentication Measures;
  - 5.1.2. by Payment Instruments linked to the Account (the Service Agreement governing issuance and use of particular Payment Instrument shall apply);
  - 5.1.3. via API (the API Terms of use shall apply);
  - 5.1.4. by other means indicated by ConnectPay after the Client has agreed to conditions of such means.
- 5.2. The Account shall enable the Customer to:
  - 5.2.1. receive, transfer and hold Electronic Money on the Account intended for Payment Services;
  - 5.2.2. carry out local and international Payment Transactions (Payment Services Terms and Conditions shall apply);
  - 5.2.3. pay for goods and services (Payment Services Terms and Conditions shall apply);
  - 5.2.4. perform other operations directly related to Payment Transactions.
- 5.3. At the Customer's request, the Electronic Money held on the Customer's Account may at any time be redeemed at its nominal value.
- 5.4. The Customer shall express Customer's request for redemption of Electronic Money by generating a Payment Order. The Electronic Money shall be redeemed by methods supported by ConnectPay and agreed with the Customer under the separate Service Agreements.
- 5.5. In conjunction with the provision above and for the avoidance of doubt, the Electronic Money shall also be redeemed from the Account when ConnectPay exercises its right to deduct Fees owed by the Customer to ConnectPay, based on a court decision and in other cases provided for by the laws, the Terms and Conditions, separate Service Agreements.
- 5.6. Payment Orders to carry out Payment Transactions in the Account submitted to ConnectPay shall comply with the requirements established by the laws and the Payment Services Terms and Conditions.
- 5.7. No specific conditions for Electronic Money redemption, that would differ from the standard conditions for Payment Transactions performed on the Account, shall be applied. The amount of redeemed/transferred Electronic Money is chosen by the Customer.
- 5.8. No additional Fee for the redemption of Electronic Money shall be charged unless stated otherwise in the Price List or Terms and Conditions. In the event of redemption of Electronic Money, the Customer shall pay the usual Fee for the Payment Transaction.
- 5.9. ConnectPay undertakes to fulfil the Payment orders submitted by the Customer within the time limits set in the laws, the Payment Services Terms and Conditions.

## **6. Fees**

- 6.1. The Customer shall pay to ConnectPay for the Services rendered and the Payment Transactions carried out in the Account by ConnectPay the Fees in the amount specified in the Price List applicable at that time.
- 6.2. The Fees payable by the Customer to ConnectPay shall be paid in accordance with the procedure specified in the Terms and Conditions or particular Service Agreement on the day of rendering the Service or carrying out the Payment Transaction unless stated otherwise in the aforementioned documents concluded between ConnectPay and the Customer.
- 6.3. If on the date of the Payment Transaction the Account does not have enough funds to debit ConnectPay's Fees, the Customer agrees that the Fees for the rendered Services will be debited on any other day when the balance of the Customer's account is sufficient if ConnectPay has not refused to execute Payment Order at the first place due to insufficient funds in the Account. Notwithstanding the above, if the Account opened under this Agreement does not have enough funds to debit the Fees for the Services rendered and the Payment Transactions performed, the Customer agrees, and ConnectPay shall be entitled to debit applied Fees from the other accounts of the Customer opened with ConnectPay or other proceeds collected by ConnectPay in the name of the Customer.

## **7. ConnectPay's Rights and Obligations**

- 7.1. ConnectPay undertakes to open the Account for the Customer as specified in the Agreement and execute Payment Orders submitted by the Customer and perform other tasks and obligations of ConnectPay in the manner agreed by the Parties herein, Terms and Conditions, Payment Services Terms and Conditions and other Service Agreements concluded with the Customer.
- 7.2. ConnectPay shall have the right to:
  - 7.2.1. in the event the funds have been credited and debited from the Account incorrectly, and other erroneous transactions in the Account, to correct these errors without the additional Customer's consent;
  - 7.2.2. debit the funds from the Account without the consent of the Customer during the enforcement of a court decision or in other cases provided by laws of the Republic of Lithuania;
  - 7.2.3. refuse to execute Payment Orders of the Customer if the Customer has not covered all of the payable Fees and other debts to ConnectPay and ConnectPay cannot satisfy its claim towards the Customer by debiting Fees and other debts from the Account or in accordance with other cases provided by the laws of the Republic of Lithuania, Terms and Conditions or other Service Agreements concluded with the Customer;
  - 7.2.4. do not accept or execute the Customer's Payment Orders in the Account if the funds on the Account are seized or the Customer's right to dispose of funds on the Account are otherwise restricted;
  - 7.2.5. if third parties submit claims (orders) to debit funds from the Account in cases provided for by law, and if the right of ConnectPay to debit the funds from the Account payable by the Customer to ConnectPay is provided for in the Agreement or other agreement concluded between the Customer and ConnectPay, ConnectPay shall execute the Payment Orders of the Customer only after the fulfilment of the claims (orders) submitted by third parties to debit the funds from the Account and debit the amounts from the Account payable by the Customer to ConnectPay under the agreements;
  - 7.2.6. other rights prescribed in this Agreement, Terms and Conditions, or other relevant Service Agreements and/or documents of ConnectPay, including but not limited to the right of ConnectPay to refuse to provide Services, execute Payment Orders,

suspend or block the Account under circumstances and procedure specified in the aforementioned documents.

## **8. Settlement of Disputes and Applicable Law**

- 8.1. The examination of claims and the settlement of disputes shall be governed by the Terms and Conditions.
- 8.2. The Agreement is governed by the law of the Republic of Lithuania.

## **9. Liability of the Parties**

- 9.1. The Customer obligates to immediately notify ConnectPay about the funds incorrectly credited to or debited from the Account. In the absence of sufficient funds in the Account for debit of incorrectly credited amounts, the Customer unconditionally undertakes to return to ConnectPay the funds incorrectly credited to the Account within 3 (three) Business Days from the date of receipt of ConnectPay's request to return the funds.
- 9.2. In case of any changes in the Customer's name, legal entity code, address, managers and representatives, the Customer must immediately but not later than within 3 (three) Business Days from the date such changes appear, notify ConnectPay of this 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.
- 9.3. The other liability of the Parties shall be governed by the Terms and Conditions and other Service Agreements.

## **10. Validity, amendment and termination of Agreement**

- 10.1. The Agreement comes into force and becomes a legally binding agreement between the Customer and ConnectPay immediately after (i) the Customer electronically submits an application to open an Account 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 application and notifies Customer thereof in accordance with the procedure established in the Terms and Conditions.
- 10.2. Upon the entry into force of this Agreement, it shall be in effect for an indefinite term unless it is terminated in accordance with the procedure established in the Terms and Conditions.
- 10.3. 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.
- 10.4. The Agreement may be terminated by either of the Parties in accordance with the procedure established in the Terms and Conditions.
- 10.5. Termination of the Agreement shall be the basis for the closure of the Account.
- 10.6. The Account cannot be closed at the request of the Customer if the Account is seized or other restrictions apply to the Account.
- 10.7. In case of termination of the Agreement, the balance of funds in the Account shall be paid to the Customer in accordance with the procedure laid down in the Terms and Conditions. The Customer acknowledges its obligation to indicate other payment account opened with duly licensed payment service provider and operated under the name of the Customer prior to the date of termination of the Agreement and closure of the Account. The Customer hereby confirms that it fully understands the consequences of not complying with the aforementioned obligation.



- 10.8. In case of termination of the Agreement, the Customer and ConnectPay must fulfil all of their obligations stipulated by the Agreement and/or Terms and Conditions and arising during its validity period.

## **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 previous month's Statement of Account shall be considered approved by the Customer if the Customer fails to submit comments to ConnectPay on the Account Statement within 15 (fifteen) calendar days from the receipt of the statements.
- 11.3. The Parties shall communicate, send and receive notifications in a manner prescribed in the Terms and Conditions.
- 11.4. 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 and/or other Service Agreements concluded between the Parties.

## **12. Final Provisions**

- 12.1. 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 declares that all provisions of the Agreement are clear, consequences of the conclusion of the Agreement are understandable.
- 12.2. The Customer 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, 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 documents that might be relevant for the Customer are available and can be anytime downloaded by the Customer at <https://connectpay.com/legal-documents/>
- 12.3. 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.