

## TERMS AND CONDITIONS OF ISSUING AND SERVICING AB ÜKIO BANKAS PAYMENT CARD

### 1. Definitions

- 1.1. The Bank is AB Ükio Bankas.
- 1.2. A Cardholder is a person entering into this Agreement and identified in a special part of the Agreement pursuant to whose application a Card Account is opened and a Payment Card is issued.
- 1.3. A Payment Card is an electronic payment instrument owned by the Bank, and issued on the basis of the Client's application.
- 1.4. The Account is a Payment Card Account for accounting funds and/or credit limit in the Card.
- 1.5. A supplementary Cardholder is a person who, pursuant to the Account holder's (the main Cardholder's) request, is issued an additional Payment Card and is granted the right to use the Account.
- 1.6. The account overdraft is the amount in excess of the positive balance of the Payment Card Account.
- 1.7. A Statement is a report of all transactions executed in the Card Account and fees and charges paid or payable to the Bank. Statements are produced only in the case if at least one transaction was executed in the Account within that month.
- 1.8. PIN is a personal identification number used instead of the signature in automated payment card reading machines.
- 1.9. Transactions are payments for goods and services, cash withdrawing, submission of information on transactions executed by the Payment Card and the Card Account balance as well as other transactions that may be executed by the Payment Card.
- 1.10. Cash dispensing machine is an automated cash dispensing apparatus.
- 1.11. Eta Bankas is the Bank's internet service system providing the Cardholder with a possibility to use funds from the account by using the electronic signature. The system address is [www.ub.lt](http://www.ub.lt).
- 1.12. Direct debit is an Agreement to have the Bank pay invoices produced by entities specified by the Cardholder.
- 1.13. Payment Card authorization is the verification of the Payment Card payability by giving an authorization number to the transaction.
- 1.14. Identity verification instruments are the Cardholder's signature, PIN given to the Cardholder under this Agreement or other instruments used to verify the Cardholder's identity and in cases provided in MasterCard International Rules (including but not limited to internet payments and telephone orders).

### 2. Account

- 2.1. The account may be replenished by depositing cash in the Bank's cash offices, by transferring funds to the Bank account and by transferring funds from other accounts also via Eta Bankas. If funds are transferred or deposited in cash in the currency other than Card Account currency, the Bank shall, without the Cardholder's instruction, convert the funds at the currency exchange rate applicable on the day of funds transferring or depositing.
- 2.2. The Cardholder may give instructions to the Bank in relation to the use of funds in the Card Account only by using the Payment Card or Eta Bankas. The Bank will not accept and execute instructions to debit funds to the Card Account given in writing or any other manner, except for direct debit orders.
- 2.3. The Bank will debit funds to the Card Account pursuant to the payment instruction without the Cardholders consent upon the court ruling and other cases provided for by the law, the Agreement or any other agreement concluded by and between the Bank and the Cardholder as well as in cases when the Bank has mistakenly credited funds to the Card Account, including cases when erroneous crediting resulted from mistakes of other credit institutions or payers.
- 2.5. If funds in the Card Account are insufficient for debiting erroneously credited funds the Cardholder is obliged to repay the Bank erroneously credited funds within 3 (three) days following the Bank's request.
- 2.6. The Bank is not liable for mistakes of correspondent Banks or payers, actions of these Banks that may result in non-execution or delayed execution of obligations or failure to credit funds to the account.

### 3. Payment Card issue and validity period

- 3.1. The Payment Card and all identity authorization instruments are issued only to the Cardholder. The Bank shall hand a PIN to the Cardholder in a sealed envelope along with the Payment Card after the Cardholder signs the Agreement. The Cardholder shall sign on the Payment Card immediately.
- 3.2. The Payment Card is valid until the expiry date written on the card, i.e. until the last day of the month specified therein.
- 3.3. Upon the Cardholder's request, a person specified in the application is issued a supplementary Payment Card (-s) and a separate PIN.
- 3.4. The Bank shall produce a new card before the expiry date of the Payment Card and debit the Card Account with the card renewal fee established in the applicable Payment Card Issuance and Service Rates of the Bank unless the Cardholder serves the Bank with a written notice requesting not to renew the Payment Card 30 (thirty) calendar days prior to the card expiry date. The new card shall be issued in the same Bank Branch or Client Service Unit where the Cardholder handed in an application to have a Payment Card issued.
- 3.5. If the Cardholder fails to arrive at the Bank to collect the new card within 90 (ninety) calendar days following the card expiry date, the Bank may destroy the newly produced card without notifying the Cardholder thereof and to forfeit the card renewal fee.
- 3.6. The parties agree that the Bank may refrain from producing a new card without a special Cardholder's request if the Cardholder has violated the terms of the Agreement as well as in other cases set forth by the Bank.
- 3.7. If the Cardholder refuses to use the Payment Card (-s) or the Bank decides not to extend the Payment Card (-s) validity term, the Cardholder must submit a written application in the established form to close the Card Account, return the main and supplementary Payment Card (-s) to the Bank and immediately repay all amounts payable under the Agreement, if any.
- 3.8. The Bank may at its sole discretion declare the Payment Card void if the Cardholder fails to abide to the terms of the Agreement or any other agreement entered into with the Bank.

### 4. Executing transaction with Payment Card

- 4.1. Only the Cardholder whose full name is indicated on the card shall be entitled to use the card. The Cardholder may not give the card or provide third persons with a possibility to use it.
- 4.2. The transactions made by the Card shall be confirmed by the PIN and/or the Cardholder's signature or, in the cases provided for by MasterCard International, by other data (including but not limited to payments on the Internet or telephone).
- 4.3. The Bank is not liable if for some reason the transaction authorization code is not received or entities or Banks carrying MasterCard logo refuse to take the Payment Card for the execution of the transaction.
- 4.4. Upon the request of the Bank or other person, who services the Payment Card, the Cardholder shall produce a document giving proof of his/her identity.
- 4.5. The Bank shall commence executing transactions from the moment the instruction is given by means of the Payment Card. Since the moment of giving the instruction the Cardholder may not use funds required for the transaction and the transaction amount shall be reserved in the Account until the funds debiting day. The Bank shall deposit funds required to execute the transaction within one business day after having received the payment authorization from the place of trade or service where the Payment Card was submitted.
- 4.6. If the Cardholder gives an instruction to execute a transaction in euro and if the account is not handled in euro, the Bank shall translate the transaction amount into the Account currency on the day of debiting the Account at non-cash exchange rate. If the payment instruction was given in other currency (except euro), the transaction amount shall be translated into euro on the transaction processing day at MasterCard International transaction processing rate and the Bank shall translate the resulting amount to the Account currency at non-cash exchange rate valid on the day of debiting the funds.
- 4.7. If the Cardholder gives an instruction to execute a transaction in litas and if the Account is handled in other currency, the Bank shall translate the transaction amount into Account currency at non-cash exchange rate valid on the day of debiting the funds.
- 4.8. The instruction given by Payment Card to execute a transaction is irrevocable except for the cases when the Bank has not executed the instruction and/or is not liable to third parties to execute the transaction as instructed by the Cardholder.

### 5. Losing of identification codes and/or Payment Card

- 5.1. To ensure the security of the Payment Card and unauthorized use of the Card only the Cardholder is entitled to have the Card and to know identification codes, which must be held in secret and carefully protected (PIN shall be kept in a place different from the card, shall not be written on the card or on other things that are kept together with the card; after the PIN is memorised, the PIN envelope shall be forthwith destroyed etc.). PIN represents secret information; if it is disclosed, the Cardholder who was assigned the PIN by the Bank, shall be liable for all transactions that are executed by using the PIN.
- 5.2. The Cardholder shall by no means disclose identity authorization means to third parties, including employees of the Bank.
- 5.3. If the Payment Card is lost, stolen or otherwise deprived or if the PIN is suspected to have become known to third persons, the Cardholder must forthwith provide the Bank with a request to block the Card. The application to block the Card may be submitted upon arrival at the Bank or orally on the telephone (85) 23 31 199. If the request is made on the telephone, the Cardholder must give his/her full name and the password (the mother's maiden name or any other password that was entered when completing the application form).
- 5.4. If the Cardholder believes that the card has been stolen and/or unauthorized transactions are being performed in the Account, the Cardholder must report to the police.
- 5.5. The Cardholder is obliged to confirm the fact of losing the card in writing within 7 (seven) calendar days following the oral notification and fill in a lost card reporting form.
- 5.6. Upon the Cardholder's request submitted on the application of the established form the Bank may issue a new Payment Card. If the Cardholder finds the card after the notification is made, any further use of the card that has been found shall be prohibited and the card shall be returned to the Bank.
- 5.7. The Bank may block the Payment Card at the Bank's discretion upon suspicion that the instruction to execute the transaction on behalf of the Cardholder may be given or was given by third parties. The Bank may also block the Payment Card at the Bank's discretion upon obtaining information from MasterCard International and/or another organization that Payment Card data have become known to third parties and/or may be used for unauthorized transaction or a lien is imposed on the funds in the Card Account or in other cases provided for in the Agreement and the law when the Bank is obliged or entitled not to follow instructions of the Client to execute transactions in the Account.
- 5.8. The blocking of the Payment Card shall not mean termination of the Agreement. If the Cardholder does not want to continue using the Bank services under the Agreement, the Cardholder must arrive at the Bank and submit a written request to withdraw.

### 6. Fees and Interest Charges

- 6.1. The Cardholder is liable to pay fees for issuing the Payment Card, executing transactions in the Card Account, including the transactions in foreign currencies, and other services provided by the Bank at the established Card Issuance and Service Rates of the Bank that are valid at the moment when the transaction is performed or the service is provided, if other Agreements do not provide otherwise.
- 6.2. The Bank retains the right to reserve monthly fees payable in advance. In case of an early termination of the Agreement the fees are not refundable. The blocking of the card shall not cancel the imposition of fees payable for the services under the Agreement and shall not release the Cardholder from the obligation to pay the said fees.
- 6.3. The Bank shall debit the Card Account with all the fees payable under the Agreement in the manner prescribed by the Bank. The Bank is entitled to debit the Account with the fees even if the fee amount exceeds the Account balance.
- 6.4. If, for any reason, the Cardholder performs a transaction that results in the account overdraft or credit limit being exceeded, or if the Bank cancels the credit limit in the Account, the Cardholder must forthwith repay the debt.
- 6.5. For the Card Account overdraft the Bank shall charge interest at rate established in the Payment Card Issuance and Service Rates that shall be imposed from the first day of

overdrawing the Card Account, assuming that the year consists of 360 days and the month consists of the actual number of calendar days.

6.6. If the Cardholder defaults the repayment of the overdrawn amount, the Bank shall be entitled to restrict the Payment Card use as well as any other cards issued by the Bank and by debit order to debit all fees payable under the Agreement to other accounts of the Client held with the Bank and/or other banks. The restriction shall be cancelled after the Cardholder pays all the amounts due under the Agreement in full.

6.7. The Bank shall be entitled to make ex-parte change in the Card Issuance and Service Rates and it shall notify thereof within 30 (thirty) calendar days in the manner prescribed in the Bank's articles of association. If, within 30 (thirty) calendar days after the information is served, the Cardholder fails to provide the Bank with a written request to withdraw from the Agreement and continues executing transactions, the parties are deemed to have agreed on new rates or terms.

#### 7. Procedure of Settling Claims and Disputes

7.1. The Bank is obliged to issue a Statement on transactions executed in the account during the reporting period every month no later than within 3 (three) banking days and send the statement by regular mail or deliver in another manner specified by the Cardholder (e-mail, internet Banking system Eta Bankas etc.).

7.2. From time to time, but at least once per month, the Cardholder must check the statement and the transactions specified therein and also thoroughly read any other transaction related information furnished by the Bank. If the Cardholder fails to instruct the Bank on the method of statement delivery, he/she shall be personally responsible for checking the transactions.

7.3. Should the Cardholder notice that the information provided by the Bank contains any inaccuracies or discrepancies related to the transactions performed in the account, the Cardholder shall forthwith provide the Bank with a written claim drawn up in an established form. The claim shall be delivered within 45 (forty five) calendar days from the date of transaction execution if transactions were performed in the account after the card was blocked. In respect of other transactions, a claim may be submitted within 60 (sixty) calendar days from the date of transaction execution.

7.4. All obligations are binding to the cardholder even though the Cardholder does not receive or refuses to receive the statement. The Cardholder obliges to cooperate with the Bank in its effort to disclose the circumstances under which the questionable transaction was performed and to present all proofs and available information evidencing that the transaction was initiated by a person other than the Cardholder.

7.5. The Cardholder also obliges to address respective law enforcement institutions with regard to commencing a pre-trial investigation should the Cardholder detect that unauthorized transactions were performed in the account, except for the cases when the transaction was executed at the Bank's initiative by erroneously crediting the funds.

7.6. The Bank shall examine the Cardholder's claim and respond thereto within 30 (thirty) calendar days from its receipt.

7.7. If the Bank and the Cardholder fail to settle the dispute through negotiations, the dispute shall be referred to court in the manner prescribed by the law of the Republic of Lithuania.

#### 8. Liability of the Parties

8.1. The Bank is liable for proper execution of obligations under the Agreement and shall guarantee the safety of funds in the Card Account, shall ensure the confidentiality of information about the Cardholder's account and transactions executed therein to the extent such confidentiality is not in conflict with the law of the Republic of Lithuania.

8.2. The Bank shall not be held liable if the Cardholder cannot use the Payment Card for failures in telecommunication systems or at the fault of companies providing telecommunications services and also for loss or distortion of information caused by telecommunication system failures.

8.3. The Cardholder shall bear full liability for all the transactions executed by the card and/or the supplementary card by using personal identification codes assigned to the Cardholder and/or the supplementary Cardholder; the Cardholder shall also be responsible for the correctness of the instructions to conduct a transaction given by the Card and/or an supplementary card and the correctness of any other information. The Bank shall not be liable for the correctness of payment order details provided by the Cardholder, except for the cases where the Bank and the Cardholder have agreed otherwise.

8.4. If a supplementary card (-s) was issued at the Cardholder's request, the Cardholder shall forthwith make the supplementary Cardholder aware of this Agreement and ensure that supplementary Payment Cardholder (-s) abides to the terms and conditions of the Agreement.

The parties agree that instructions to execute a transaction given by the supplementary Cardholder are of equal legal force as the Cardholder's instructions.

8.5. The Bank shall compensate the Cardholder's loss resulting at no fault of the Cardholder in relation to the use of the Payment Card and caused by non-execution of defective execution of the Cardholder's transactions. The Bank is also liable for the loss resulting from transactions not authorized by the holder, as well as for any error or irregularity attributable to the Bank in the maintaining of the Cardholder's Account.

8.6. Loss resulting from the loss or improper use of the Payment Card and/or disclosure of personal identification codes shall be divided between the Bank and the Cardholder pursuant to the following principles of the law:

1) Loss incurred prior to the delivery of notification to the Bank provided for in Clause 5.3 above shall be borne by the Cardholder;

2) Loss incurred after the delivery of notification to the Bank provided for in Clause 5.3 above shall be borne by the Bank, unless the loss is caused by gross negligence of the Cardholder;

3) The maximum liability of the Cardholder for the loss specified in sub clause 1 herein and related to the loss or theft of the Payment Card shall not exceed EUR 150 equivalent in litas, except for the cases when the cardholder acted with extreme negligence or fraudulently or in other cases provided for by the law, in which case such a limit shall not apply.

8.7. The Cardholder is liable for the loss incurred by the Bank as a result of damaged Payment Card and/or failure to abide to the requirements of safe use of the card, unauthorized impact or changes, other illegal actions of the Cardholder or use of the card for other purposes than those prescribed in the Agreement.

8.8. In the event the Cardholder fails to execute or improperly executes obligations under this Agreement or other Agreements entered with the Bank or UAB Ūkio Banko lizingas, the Bank may without prior notice block the Payment Card. The Bank is not liable for the

Cardholder's loss arising from the blocking of the Payment Card or declaring the card invalid, if the Card was blocked or declared invalid in cases and pursuant to the procedure set forth in the Agreement.

8.9. The Client obliges to notify the Bank in writing or in any other manner acceptable to the Bank of any changes in his/her address. If the Client fails to notify the Bank thereof, the Bank shall send the statements and other communications to the previous address of the Cardholder and shall not assume any obligation related thereto.

8.10. The party shall be relieved from liability for not executing contractual obligations if such non-performance is caused by force majeure, i.e. circumstances that the non-performing party could not control or reasonably anticipate while entering into the Agreement and could not prevent the occurrence of such circumstances or their outcome.

#### 9. Requirements for using unique custom design cards

9.1. The Client represents that:

9.1.1. the use of the image printed on his/her unique custom design card (-s) does not violate any rights of third parties (including intellectual property rights) and is free of any legitimate claims of third parties to the image or its parts;

9.1.2. the image of a person (-s) is used on the card with the image owner's consent.

9.2. If the fact or doubts about illegitimate use of the image on the Payment Card occur, or use of the image violates the rights of third parties, the Client must return the card to the Bank within at least 7 (seven) calendar days following the Bank's request and, if the Client prefers so, obtain a new Payment Card, provide a new image and compensate all loss and other damage incurred by the Bank or other parties due to illegitimate use of the image.

9.3. The Bank may block the card forthwith having learned about the illegitimate use of the image and/or in the event of the Client's failure to return the card.

9.4. The Client is liable for legitimate use of the image and warrants that the use of the image will not cause damage to the Bank and third parties and will not violate privacy, intellectual and other human rights.

9.5. The Client is obliged to produce documents proving the Client's right to use the image on the card as may be requested by the Bank.

9.6. The Bank is not obliged to verify the legitimacy of the use of image on the card.

#### 10. Cardholder's representations and warranties

10.1. The Cardholder warrants that by entering into this Agreement he/she acts in full capacity and the Agreement is concluded upon the consent of the Cardholder's spouse (if the Cardholder is married).

10.2. The Cardholder warrants that information and data in documents submitted to the Bank is true and correct, concise, free of omissions and reflect the actual status.

10.3. The Cardholder represents that he/she is aware of the Agreement terms and conditions, the Bank's Rules of Issuing and Servicing Payment Cards and Payment Card Issuance and Service Rates, accepts them and obliges to abide.

10.4. The Cardholder has been informed of his/her rights to refuse the handling of his personal data (including name, surname, person identity code, Payment Card data) by the Bank and obliges to submit his/her reasonable refuse in writing.

10.5. The Cardholder agrees that the Bank may (also prior to entering into the Agreement) address the Social Insurance Fund, Resident Register, financial service providers, managers of consolidated files and other data managers to verify the Cardholder's personal data (except for extraordinary personal data).

10.6. If the Card issued according to the Agreement on Payment Card Issue for Salary Transfer, the Cardholder agrees that after the employment contract termination, the Bank reserves the right unilaterally without a separate consent of the cardholder, to change payment card issue and service fees.

#### 11. Card validity period and termination

11.1. The Agreement is drawn for the Payment Card validity period which is given on the card. The Agreement shall come into effect on the day of signing and shall remain effective until the Cardholder executes in full all obligations under the Agreement.

11.2. The Agreement may be extended by issuing a new Payment Card with a new expiry date imprinted, unless the parties express an intention to withdraw.

11.3. The Cardholder may withdraw ex-parte upon notifying the Bank thereof in writing 10 (ten) calendar days prior to Agreement termination and upon having executed all obligations to the Bank and returned the Payment Card and supplementary cards.

11.4. The Bank may terminate this Agreement ex-parte and without addressing the court upon notifying the Cardholder thereof in writing 10 (ten) calendar days in advance, if the Client fails to execute any obligation assumed under this Agreement. The Cardholder's failure to execute obligations under this Agreement shall be deemed a material breach of the Agreement.

11.5. The Cardholder is liable for all transactions made by the Payment Card until the Agreement termination date irrespective of the cause of termination.

11.6. Upon termination of the Agreement the Bank may suspend the payment of the Card Account balance to the Cardholder:

11.6.1. for 30 (thirty) calendar days from MasterCard Account;

11.6.2. for 10 (ten) calendar days from Maestro Card Account.

#### 12. Final provisions

12.1. Information obtained by the parties during the performance of this Agreement is confidential and may not be made public without the other party's consent, except for the cases laid down in the Law of the Republic of Lithuania and also the cases the Cardholder fails to execute or improperly executes his/her obligations under the Agreement.

12.2. Notices shall be sent to the Cardholder by regular mail. Notices shall be deemed to be received after 5 (five) calendar days following the day of sending.

The Cardholder agrees to receive promotional offers of the Bank, leasing company and their commercial partners at the address stated in the Agreement.

12.3. Disputes between the parties shall be solved by negotiations. Upon failure to resolve amicably disputes shall be resolved under the Law of the Republic of Lithuania in Kaunas local or district courts.

12.4. This Agreement has been drawn in two copies of equal legal force, one copy for each party.

12.5. These terms and conditions of issuing AB Ūkio Bankas Payment Card constitute and inseparable part of the Card Account Agreement.

The Bank

Bank officer's title, first name, last name

Signature \_\_\_\_\_

The Client

First name, last name

Signature \_\_\_\_\_

A. V.

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
DD MM YYYY