

## **General Payment Service Agreement for Business Clients**

### **1. General provisions**

- 1.1. The present agreement is concluded between PrimePay, UAB (the **Pay5**) and the Client.
- 1.2. Object of the agreement: the present agreement determines the main terms and conditions between the Client and Pay5 when the Client is registered in the system, an account in Client's name is opened at Pay5 and the Client uses other services provided by Pay5. Conditions of separate services provided by Pay5 are set under the supplements to the agreement, other agreements and rules which are an integral part of the present agreement. These conditions are applicable to the Client after the Client has been introduced to the terms of the agreement and starts using respective services.
- 1.3. The present agreement is a document of significant importance which shall be carefully examined by the Client before the Client is registered in the system, an account in Client's name is opened at Pay5 and the Client uses other services provided by Pay5. Please read the terms of the present agreement carefully before you decide to agree with them.
- 1.4. The supplements to the agreement are agreements, under which the Client and Pay5 agree on the usage of respective services specified in the supplements. Conditions set in the supplements are special provisions which prevail over other provisions of the agreement. When the Client starts using services, which have not been used before, the respective additional supplements to the agreement shall apply. In case there is a need in additional identity confirmation or additional documents of the Client are required for the provision of newly selected services, the services shall only be activated after the Client performs all the actions specified by Pay5.
- 1.5. Definitions of key terms used in **the Agreement:**

**Acceptable language** – English and Lithuanian.

**Account** – the result of registration in the computer system, during which personal data of the registered Client is saved, a login name is assigned and the rights of the Client in the system are defined.

**Agreement** – an agreement between the Client and Pay5 which includes the present general payment services agreement and any other conditions and documents (supplements, agreements, rules, declarations, etc.), including but not limited to the information on the websites, which is referenced in the present general payment services agreement.

**Business day** – a day, when Pay5 provides its services, set by Pay5. Pay5 can set different business days for different services.

**Client** – a legal person or an undertaking that does not enjoy the status of a legal person but is acting in such capacity and is registered in Pay5's system and holds an account. The Client must always be acting for purposes relating to his trade, business, craft or profession.

**Client's representative** – a natural (private) person duly representing the Client. Validity of representation is examined by Pay5 before establishing business relationship.

**Client identification** – proving the identity of the Client under procedure specified in the system.

**Commission fee** – a fee charged by Pay5 for a payment operation and/or related services.

**Consent** – a consent of the payer to perform the payment operation.

**Electronic money** – monetary value as represented by a claim on the issuer which is issued on receipt of monetary funds by the electronic money issuer from a natural or a legal person and has the following characteristics:

- (a) stores electronically, including magnetically;
- (b) is issued for the purpose of making payment transactions;
- (c) is received by the persons other than electronic money issuers.

**Pay5 account or account** – an account opened in the system in the name of the Client and used to make payments and other payment operations.

**Pay5 – PrimePay, UAB.** All payment services will be provided by PrimePay, UAB (Prime Pay UAB authorised EMI agent working under Globalnetint JSC license (Nr.21) and supervised by Central Bank of Lithuania for the issuing of electronic money. Prime Pay UAB registered in Lithuania (Workland, Gedimino av. 20, LT-01103 Vilnius) and offices in UK, email address support@pay5.com

**Password (passwords)** – any code of the Client created in the system or provided to the Client by Pay5 for the access to the Pay5 account or initiation and management of separate services provided by Pay5 and/or initiation, authorisation, implementation, confirmation and reception of payment operations.

**Party** – Pay5 or the Client.

**Payer** – a natural (private) or legal person who submits a payment order.

**Payment instrument** – any payment instrument which the system allows to link to the Pay5's account and perform payment transfers using this payment instrument.

**Payment order** – an order (payment transfer) from the payer or the recipient to the provider of payment services to execute a payment operation.

**Payment operation** – a money transfer, payment or withdrawal initiated by a payer or a recipient, regardless of the position of the payer and the payee on which the operation is based.

**Payment services** – (i) payment operations, including transfer of money held on the payment account opened in the institution of the provider of payment services of the user of payment services or in another payment institution; (ii) payment operations when money is given to the user of payment services under a credit line: payment operations using a payment card or a similar instrument and/or credit transfers, including periodic transfers; (iii) issuance and/or acceptance of payment instruments; (iv) money remittances; (v) payment operations when the consent of the payer to execute the payment operation is given using telecommunications terminal devices, digital or IT devices and the payment is performed to an operator of telecommunications network or IT system, who is only a mediator between the provider of goods and the user of payment services.

**Payment transfer** – a payment service when money is transferred (electronic money is redeemed) to the payment account of the client at the initiative of the payer.

**Personal data** – any information related to the natural (private) person whose identity is known or can be directly or indirectly determined by using personal code (national ID number) and one or more physical, physiological, psychological, economic, cultural or social features specific to the individual.

**Pricing** – prices for Pay5's services and operations confirmed by Pay5 in accordance with the established regulations.

**Recipient** – a natural (private) or legal person indicated in the payment order as a recipient of the payment.

**Service** – the service of issuance and redemption of electronic money and other services provided by Pay5.

**Statement** – a document prepared and provided by Pay5, which includes information about payment operations executed during the specific period of time.

**Supplement** – an agreement between Pay5 and the Client on provision and usage of separate services provided by Pay5. The supplement can be identified as an agreement, rules, declaration, plan or in any other way. The supplement is an integral part of the present agreement.

**System** – a software solution on Pay5’s website, developed by Pay5 and used for provision of Pay5’s services.

**Unique identifier** – a combination of letters, numbers or symbols which Pay5, as a provider of payment services, provides to the user of payments services, and which is used for identification of the user of payment services participating in the payment operation and /or an account of the user used in the payment operation.

## **2. Registering in the system and creating an account**

- 2.1. In order to start using Pay5’s services, the Client has to be registered in the Pay5’s system. Pay5 has the right to refuse to register the new Client without indicating the reasons, however, Pay5 assures that the refusal to register will always be based on significant reasons which Pay5 does not have to or does not have the right to reveal.
- 2.2. When registering in the system, an account is created for the Client. The account is personal and only its owner, i.e. only the Client, including the Client’s representatives, have the right to use it. Once the Client has registered in the system and an account has been created, a Pay5’s account for the Client is opened automatically. The Pay5’s account operates according to the principle described in section 4 and 5 of the present agreement.
- 2.3. The Client shall possess one account only.
- 2.4. The agreement shall enter into force and become valid indefinitely when the Client has been registered in the system, introduced to the terms and conditions of the agreement and expressed its consent to comply with its terms and conditions.
- 2.5. The Client’s registration in the system shall not be finalised until it ticks the respective box confirming it has been introduced to the terms and

conditions of the present agreement and the agreement has been downloaded to its device.

- 2.6. The Client's registration in the system is a confirmation of the Client that the Client expresses consent with the terms of the agreement and undertakes to adhere to them. By registering in the system, the Client confirms that it holds full legal capacity necessary to establish legal relationship. It is prohibited to use Pay5 services for legal persons that does not satisfy the aforementioned condition.
- 2.7. The Client confirms that it has provided the correct data when registering in the system and, if there is a need in changing or adding data, the Client will submit correct data only. The Client shall bear any losses that may occur due to submission of invalid data.
- 2.8. In order for Pay5 to start or continue provision of services, the Client shall confirm the account, provision of a new service or a part of a service and perform Client identification procedure under circumstances and procedures set out in the agreement or in the system. Client identification procedure, confirmation of the account and provision of new services is performed in order to ensure protection of the interests of the Client and Pay5.
- 2.9. Pay5 has the right to demand data and/or documents that would help Pay5 to identify the Client and/or receive significant information necessary for proper provision of Pay5's services to the Client. Specific data and/or documents to be submitted shall be indicated in the message to the Client about the necessity to perform the identification procedure.
- 2.10. In order to perform an identification procedure, Pay5 has the right to demand from the Client to provide original documents and/or their copies and/or copies of documents certified by a notary or any other person authorised by the state.
- 2.11. The Client identification procedure is specified in the AML Policy Principles of Pay5 that are published on its website.
- 2.12. In separate cases, when performing duties established by the legislation or if it is required due to the type of the document (e.g., the original of the document has to be provided), Pay5 has the right to demand from the Client to perform the Client identification procedure by a specific method indicated by Pay5.
- 2.13. The parties agree that the Client can confirm (sign) documents (e.g., agreements, consents, etc.) by electronic means (including, but not limited to, signing with a qualified e-signature).

- 2.14. Pay5 has the right to demand additional information and/or documents related to the Client or Client's representative, or operations executed by them and request the Client or Client's representative to fill in and periodically update the Client's questionnaire. Pay5 has the right to demand copies of the documents certified by a notary and/or translated at least into one of the acceptable to Pay5 languages. All documents and information are prepared and provided at the expense of the Client. If the Client does not provide additional information and/or documents within reasonable time set by Pay5, Pay5 has the right to suspend provision of all or a part of the services to the Client.
- 2.15. The Client shall receive a notification about confirmation of the account, provision of a new service or renewed provision of suspended services via the email address, which has been indicated when registering in the system, or via SMS message, if the Client has specified only a mobile telephone number.
- 2.16. The Client is prohibited from having more than one account in the system and providing incorrect data when registering in the system. If the Client provides incorrect data, it is obliged to correct it. If due to inaccurate data the Client has created several accounts, it shall inform immediately Pay5 about it, so that all created accounts would be merged into one account. In case of a breach of this provision, the Client may be blocked, illegal operations invalidated and the information transmitted to law enforcement institutions, if necessary.

### **3. Prices of Pay5's services and settlement procedure**

- 3.1. Prices of Pay5's services are stated in the respective section of the present agreement or the supplement dedicated to a specific service.
- 3.2. If Pay5 reduces the general prices of the services, the new prices will be applied without regard to whether the Client has been informed, but only if the prices have not been changed in the manner stated in section 11 herein.
- 3.3. Pay5 commission fees are deducted:
  - 3.3.1. for a Pay5 operation;
  - 3.3.2. if commission fees were not deducted when executing a Pay5 operation, Pay5 has the right to deduct them later, but not later than within 1 (one) month after the execution of the payment operation;
  - 3.3.3. the commission fee for the operation is indicated to the Client before the Pay5 operation (unless otherwise stated in the rules of the particular payment instrument or service).

- 3.4. The Client confirms that it has been introduced to the prices and terms of payment transfers and other Pay5's services that are applied and relevant to the Client.
- 3.5. Pay5 has the right to deduct the commission fee from the account of the Client where the payment operation has been performed or from any other Pay5 account opened by the Client.
- 3.6. The commission fee shall be paid in euros, the supplement to the agreement or on websites referenced in the present agreement or its supplement.
- 3.7. The Client undertakes to ensure a sufficient amount of money on its account to pay/deduct the commission fee. If the amount of funds in the indicated currency is insufficient to pay the commission fee, Pay5 has the right, but not the obligation, to exchange money on the account in another currency to a necessary currency by applying Pay5 currency exchange rate published on its website. If there is money in several different currencies, Pay5 may exchange it to the payable currency by the alphabetical order of the international abbreviations of the currencies.
- 3.8. The Client, having failed to pay Pay5 the remuneration for provided services, at the demand of Pay5 must pay 0,05% interest for each day overdue.

#### **4. Pay5 account opening. Terms of issuance and redemption of electronic money**

- 4.1. Under the present agreement, a Pay5 account is opened for the Client in the system for an indefinite period of time.
- 4.2. Pay5 account allows the Client to deposit, transfer, keep funds in the account for transfers, local and international money transfers executions, contribution payments, also receive money to the account, settle for goods and services, and perform other operations directly related to money transfers. All Pay5's services may only be used by Clients who have performed identification procedures in accordance with the rules established in the system.
- 4.3. Money held on the Pay5 Client's account is considered electronic money which Pay5 issues after the Client transfers or deposits money to its Pay5 account. After the Client deposits/transfers money to its Pay5 account and Pay5 receives the money, Pay5 credits it to the Client's account, at the same time issuing electronic money at the nominal value. The electronic money is credited to and held on the Client's Pay5 account.

- 4.4. The specific method of depositing/transferring funds to the Pay5 account is selected by the Client in the account by selecting the "Add money" function, which contains instructions for depositing money for each method of payment.
- 4.5. The nominal value of electronic money coincides with the value of money deposited/transferred to the Pay5 account (after deduction of standard commission fee applicable to a particular payment method).
- 4.6. Electronic money held on the Pay5 account is not a deposit and Pay5 does not, in any circumstances, pay any interest for electronic money held on the Pay5 account and does not provide any other benefits associated with the time period the electronic money is stored.
- 4.7. The Client can create and have multiple Pay5 accounts on the same personal account and use them at its discretion (however, the Client can have only one personal account).
- 4.8. At the request of the Client, electronic money held on its Pay5 account shall be redeemed at their nominal value at any time, except for cases set forth in the agreement when limitations are applied to the account of the Client.
- 4.9. The Client submits the request for redemption of electronic money by generating a payment order to transfer electronic money from its Pay5 account to any other account specified by the Client or withdraw electronic money from its Pay5 account by other methods supported by Pay5 and indicated in the system.
- 4.10. No specific conditions for electronic money redemption, that would differ from the standard conditions for transfers and other payment operations performed on the Pay5 account, shall be applied. The amount of redeemed/transferred electronic money is chosen by the Client.
- 4.11. No additional fee for electronic money redemption is applied. In the event of redemption of electronic money, the Client pays the usual commission fee for a money transfer or withdrawal which depends on the method of electronic money transfer/withdrawal chosen by the Client. Standard Pay5 commission fees for money transfer/withdrawal are applied.
- 4.12. Provided that the Client terminates the agreement and applies with the request to close its Pay5 account and delete its account from the system, or Pay5 terminates the provision of Pay5 account services to the Client and deletes Client's account from the system in cases provided in the agreement, money held on the Pay5 Client's account shall be transferred to the Client's bank account or to the account in another electronic payment system indicated by the Client. Pay5 has the right to deduct from the repaid money the amounts that belong to Pay5 (fees for



services provided by Pay5 and expenses which have not been paid by the Client, including but not limited to, fines and damages incurred by Pay5 due to a breach of the agreement committed by the Client, which have been imposed by international payment card organisations, other financial institutions and/or state institutions). In the event of a dispute between Pay5 and the Client, Pay5 has the right to detain money under dispute until the dispute is resolved.

- 4.13. In case Pay5 fails to repay the money to the Client due to reasons beyond the control of Pay5, the Client shall be notified thereof immediately. The Client shall immediately indicate another account or provide additional information necessary to repay the money (execute a payment).

## **5. Usage of Pay5 account**

- 5.1. The Client may manage the Pay5 account via the internet by logging in to its account with its login name and password.
- 5.2. Payment transfers from the Client's Pay5 account may be executed:
- 5.2.1. to another user of the system;
  - 5.2.2. to Lithuanian, EU and/or foreign bank accounts (except for banks in foreign countries, payment transfers to which are forbidden: Pay5 informs the Client about such countries in the system);
  - 5.2.3. to accounts in other electronic payment systems specified in the system.
- 5.3. After the Client has submitted a payment order to perform an international payment transfer, the supplement "Conditions of execution of international payment transfers" is applicable in addition to the present agreement.
- 5.4. Funds may be held on Pay5 account in different currency. Keeping funds in different currency, the Client undertakes responsibility for possible depreciation of money due to changes in exchange rates. Currency exchange is based on the exchange rate of Pay5, which is valid at the moment of conversion and is constantly updated and published on its website.
- 5.5. Opening and maintenance of Pay5 account is free of charge, except for cases defined in the agreement and its supplements. If no operations have been performed on the account of the Client for at least a year Pay5 shall communicate to the Client in an agreed form that Pay5:
- 5.5.1. may close its bank account due to inactivity;
  - 5.5.2. applies commission and specify what commission is applicable;
  - 5.5.3. upon Client's request may close or transfer the account.

- 5.6. A bank or another electronic money transfer system may apply fees for transferring money from Pay5 Client's account to the Client's bank account, card or a payment account of another electronic payment system, as well as for transferring money from a bank account, card or another electronic payment system to Pay5 account.
- 5.7. Fees for Pay5's services are deducted from the Client's Pay5 account. In case the amount of money on the Pay5 account is less than the amount of the payment transfer and the price of the Pay5 service, the payment transfer is not executed.
- 5.8. When a different than SEPA or [TARGET2](#) transfer is performed and the Client transfers money from its Pay5 account to accounts in banks or other electronic payment institutions, Pay5 is indicated as the payer. Together with the payment transfer the recipient is given the following information which in dependence on technical options can be transferred in one or several of the below indicated ways:
  - 5.8.1. detailed information about the payer – Client is given in the field of the primary payer provided it is supported by the relevant e-banking or payment system;
  - 5.8.2. detailed information about the payer – Client is given in the field of payment purpose.
- 5.9. In case the payer indicates incorrect data of the recipient and the payment order is executed according to the data provided by the payer (e.g. the payer indicates a wrong account number), it shall be considered that Pay5 has fulfilled the obligations properly and shall not repay the transferred amount to the payer. The payer shall directly contact the person, who has received the transfer, on the issue of returning the money.
- 5.10. The Client is obliged to provide a payment order for the execution of the payment transaction in accordance with the instructions specified in the system and valid at the moment of transfer. In case the Client is the recipient, it is obligated to provide detailed and precise information to the payer so that the payment order for the payment transaction in all cases complies with the instructions in the system and valid at the moment of transfer. Before sending a payment order for the execution of a payment transaction or sending information to another payer, the Client is required to check and update the instructions on filling in the account.
- 5.11. If the payer submits an incorrect payment order or indicates incorrect data for the payment transfer, but the payment transfer has not been executed yet, the payer may request to correct the payment order.

- 5.12. If Pay5 cannot credit funds indicated in the payment order to the recipient due to errors of the payer made in the payment order, but the payer requests to return the funds indicated in the payment order, the payment order may be cancelled and funds may be returned to the payer, but only under a written request of the payer and if the recipient agrees to return the funds to the payer (if the recipient can be identified). In such a case fees for cancellation of the payment order indicated in the system are applied.
- 5.13. In all cases, when Pay5 receives a payment order but funds cannot be credited due to errors in the payment order or insufficiency of information, and neither the payer nor the recipient has contacted Pay5 for specification of the payment order or return of the funds, Pay5 undertakes all possible measures to track the payment operation in order to receive accurate information and execute the payment order. To track the payment operation, the following measures may be used:
- 5.13.1. if Pay5 has contact details of the payer (email address or phone number), Pay5 contacts the payer for the payment order specification;
- 5.13.2. if Pay5 does not have contact details of the payer and neither the payer nor the recipient contacts Pay5 regarding the funds indicated in the payment order, Pay5 contacts the provider of payment services of the payer which has sent the funds indicated in the payment order with a request to contact the payer for the information specification. This measure is applied if there are possibilities to contact the provider of payment services of the payer by electronic means:
- 5.14. In all cases specified in article 5.13, the fee for specification of the payment order indicated in the system is applied by debiting it from the amount of the transfer before crediting the transfer to the account of the Client – recipient.
- 5.15. In case it is impossible to apply neither of the measures listed in clause 5.13 for tracking the payment operation and in other cases when it is still impossible to identify the recipient according to the indicated or corrected data, the funds are stored in Pay5 system until the payer or the recipient contacts and additional data allowing to credit the funds to the recipient is provided (after debiting the fee for specifying/correcting the payment order from the transferred amount before crediting it to the account of the Client – recipient). Such funds may also be returned to the payer under a written request of the payer. In this case the fee for returning the funds, which is indicated in the system, will be debited from the transferred amount before returning it to the payer.

- 5.16. The Client, having received money that has been credited to its Pay5 account by mistake or in other ways that have no legal basis, is obliged to notify Pay5 about it. The Client has no right to dispose of money that does not belong to it. In such cases Pay5 has the right and the Client gives an irrevocable consent to deduct the money from the its Pay5 account without the Client's order. If the amount of money on the Pay5 Client's account is insufficient to debit the money credited by mistake, the Client unconditionally commits to repay Pay5 the money credited by mistake in 3 (three) business days from the receipt of such request from Pay5.
- 5.17. The Client has the right to change limits on payment transfers for the payment account by completing an additional account confirmation in accordance with the procedure established in the system and setting other limits for transfers that will come into force after 12 hours after the additional verification procedures. The Client may set the limits at his own discretion, however Pay5 has the right to limit the size of the limits. The Client may check the applied limits in the system. The Client will be notified about the limit's entry into force by email.
- 5.18. The Client may check the account balance and history by logging in to the account. There is also information about all applied commission fees and other fees deducted from the account of the Client during a selected period of time.
- 5.19. The Client confirms that:
- 5.19.1. incoming funds on its Pay5 account are not obtained as a result of criminal or other illegal activity;
  - 5.19.2. the Client will not use services provided by Pay5 for any illegal purposes, including actions and operations in order to legalise money received for a criminal or illegal activity.
- 5.20. The Client can manage the Pay5 account and perform payment operations from the Pay5 account:
- 5.20.1. via the internet, by logging in to its personal account;
  - 5.20.2. by payment instruments linked to the Pay5 account (the supplement "Payment Instruments" is applied after the Client has agreed to conditions of the supplement);
  - 5.20.3. by other instruments indicated by Pay5 after the Client has agreed to conditions of using such instruments.
- 5.21. Client's confirmations, orders, requests, notifications and other actions performed through websites of third persons or other places by logging in to its Pay5 account and identifying itself in this way are treated as conclusion of a deal confirmed by electronic signature.

## 5.22. Managing Pay5 account via the internet:

- 5.22.1. in order to execute a payment operation via the internet, the Client must fill in a payment order in the system and submit it for execution, electronically confirming in the system its consent to execute the payment order.
- 5.22.2. submission of the payment order in the system is an agreement of the Client to execute the payment operation and cannot be cancelled (cancellation of the payment order is only possible until the execution of the payment order has been started – status of the payment order and possibility of cancellation are visible on the account of the client).
- 5.22.3. in case the payment order has been filled in incorrectly, the payment transfer is not executed, unless Pay5 at its own initiative in exceptional cases corrects the payment order or has a sufficient amount of information to determine the correctness of information to execute the payment order under a regular procedure.

## **6. Reception of the payment order, requirements applied to the payment order and refusal to execute the payment order**

- 6.1. Provided the Client is the payer, the payment order is considered received by Pay5 (calculation of the time period of execution of such payment order starts) on the day of its reception, or, if the moment of reception of the payment order is not a business day of Pay5, the payment order is considered received on the nearest business day of Pay5.
- 6.2. The payment order was received by Pay5 on a business day of Pay5 but not on business hours set by Pay5, is considered received on the nearest business day of Pay5.
- 6.3. Payment orders inside the Pay5 system are executed immediately (up to a few minutes, unless the payment operation is suspended due to cases set forth by legal acts and the present agreement), regardless of business hours of Pay5.
- 6.4. Pay5 has the right to record and store any payment orders submitted by any of the means agreed on with Pay5, and to record and store information about all payment operations performed by the Client or according to payment orders of the Client subject to the provisions of the Data Protection and Sensitive Data Storage Policies of Pay5. Records mentioned in the present clause may be submitted by Pay5 to the Client and/or third persons, who have the right to receive such data under the basis set forth in the legislation, as evidence confirming the submission of payment orders and/or executed payment operations.

- 6.5. Payment orders submitted by the Client shall comply with requirements for submission of such payment order and/or content of the payment order set by the legal acts or by Pay5. Payment orders submitted by the Client shall be formulated clearly, unambiguously, shall be executable and contain clearly stated will of the Client. Pay5 does not undertake responsibility for errors, discrepancies, repetitions and/or contradictions in payment orders submitted by the Client, including but not limited to, correctness of requisites of the payment order submitted by the client. If the payment order submitted by the Client does not contain enough data or contains deficiencies, Pay5, regardless of the nature of deficiencies in the payment order, can refuse to execute such payment order, or execute it in accordance with data given in the payment order.
- 6.6. Pay5 has the right to refuse to execute a payment order in case of a reasonable doubt that the payment order has been submitted by the Client or a Client's representative, payment order or the submitted documents are legitimate. In such cases, Pay5 has the right to demand from the Client to additionally confirm the submitted payment order and/or submit documents confirming the rights of persons to manage the funds held on the account or other documents indicated by Pay5 in a way acceptable to Pay5 at expense of the Client. In cases mentioned in this clause Pay5 acts with the aim to protect legal interests of the Client, Pay5 and/or other persons, thus, Pay5 does not undertake the responsibility for losses which may arise due to refusal to execute the submitted payment order.
- 6.7. The Client shall ensure a sufficient amount of money in a relevant currency on its account to execute the payment order.
- 6.8. Before executing the payment, order submitted by the Client, Pay5 has the right to demand from the Client documents which prove the legal source of money related to the payment order together with any other documentation as per AML Policy and relevant AML laws. In case the Client does not submit such documents, Pay5 has the right to refuse to execute the payment order of the Client.
- 6.9. Pay5 has the right to involve third parties to partially or fully execute the payment order of the Client if the Client's interests and/or the essence of the payment order require so. In the event that the essence of the payment order of the Client requires sending and executing the payment further by another financial institution, but this institution suspends the payment order, Pay5 is not responsible for such actions of the financial institution but makes attempts to find out the reasons for the suspension of the payment order. Pay5 has the right to suspend and/or terminate the execution of the payment order of the Client, if

required by law or in case it is necessary for other reasons beyond control of Pay5.

- 6.10. In case Pay5 has refused to execute the payment, order submitted by the Client, Pay5 shall immediately inform the Client thereon or create necessary conditions for the Client to get introduced to such notification, except when such notification is technically impossible or forbidden by legal acts.
- 6.11. Pay5 shall not accept and execute payment orders of the Client to perform operations on the account of the Client if funds on the account are arrested, the right of the Client to manage the funds is otherwise legally limited, or in case operations are suspended by applicable legal acts.
- 6.12. If money transferred by the payment order is returned due to reasons beyond the control of Pay5 (inaccurate data of the payment order, the account of the recipient is closed, etc.), the returned amount is credited to the account of the Client. Fees paid by the payer for the payment order execution are not returned, and other fees related to the returning of money and applied to Pay5 can be deducted from the account of the Client.
- 6.13. Payment transfers initiated by Pay5 may be standard and urgent. The manner of the payment transfer is selected by the Client. If the Client does not select the payment transfer manner, it is considered that the Client has initiated a standard payment transfer.

## **7. Providing and cancellation of the consent, cancellation of the payment order**

- 7.1. The payment transaction is considered authorised only if the payer provides a consent. The consent for payment given to Pay5 intermediary is considered to be given to Pay5. The Client (payer) may provide consent in the manner determined by Pay5 or agreed upon with the Client. The consent submitted in writing must be signed by the Client or his legal representative. The consent may also be confirmed by electronic signature, password, codes and/or other identity verification means. In all cases stipulated in this clause, the consent shall be deemed duly approved by the Client (payer), having the same legal validity as the paper document (the consent) signed by the Client (his representative), is permissible as a mean of proof in resolving disputes between Pay5 and the Client in courts and other institutions. The Client shall not be entitled to contest the payment operation executed by Pay5 if the payment order has been approved by the consent provided in the manner set out in this clause.

- 7.2. The consent of the Client (payer) is submitted prior to execution of the payment operation. Under an agreement between the Client (payer) and Pay5 the payment operation may be authorised, i.e. such consent of the Client may be given after execution of the payment operation.
- 7.3. The Client agrees that Pay5 will transfer personal data of the Client to persons directly related to execution of the payment operation, such as international payment card organisations, companies processing information about payments by payment cards, the provider of payment services of the recipient, the operator of the payment system for execution of the payment operation, intermediaries of the provider of payment services of the recipient and the recipient.
- 7.4. The procedure of cancellation of the payment order:
  - 7.4.1. a payment order cannot be cancelled after Pay5 receives it, except for cases provided in the agreement or laws;
  - 7.4.2. if the payment operation had been initiated by the recipient or via the receiver (e.g. a payment via a payment card), the payer cannot cancel the payment order after the payment order has been sent or the payer has given the consent to the recipient to perform the payment operation;
  - 7.4.3. upon expiry of the terms stipulated in clauses 7.4.1-7.4.2 of the agreement, the payment order may be cancelled only in case the Client (payer) and Pay5 agree on this. In the cases stipulated in clause 7.4.2 of the agreement, the consent of the recipient is also necessary.
- 7.5. Pay5 has the right, but not an obligation, to check whether the unique identifier given in the payment order received by Pay5 corresponds to the name and surname (title) of the account owner. In case the mentioned unique identifier is given to Pay5 to debit money from or credit money to the account, the payment order is deemed executed appropriately if it has been executed by the indicated unique identifier. If Pay5 verifies the payment order and establishes an obvious discrepancy between the unique identifier provided to Pay5 and the name and surname (title) of the account owner, Pay5 has the right to refuse to execute such payment operation.
- 7.6. Provided GN Pay5 I receives a payment order to transfer money to the payment account of another provider of payment services, such payment operation is performed by Pay5 according to the unique identifier provided in the received payment order – the account number of the recipient in IBAN format, except when the provider of payment services does not use the IBAN account format. Pay5 does not hold the responsibility if the unique identifier is not provided in the payment order



or it is incorrect, and/or the provider of payment services of the recipient has set a different unique identifier for appropriate execution of such payment operation (crediting of money to the payment account of the recipient).

- 7.7. If necessary and/or required by institutions of another states, Pay5 has the right to receive an additional information (e.g. name and surname/title of the recipient, a payment code) required for the appropriate execution of the payment order.
- 7.8. When executing payment orders initiated by the client, Pay5 shall transmit to the payment service provider the information (including personal data of the Client) specified by the recipient in the payment order.

## **8. Prohibited Activities**

- 8.1. Client using Pay5 services is prohibited from:
  - 8.1.1. not complying with the terms of the agreement, the supplements to the agreement, legislation and other legal acts, including but not limited to, anti-money laundering and counters-terrorist financing acts;
  - 8.1.2. violating the rights of Pay5 and third parties to trademarks, copyrights, commercial secrets and other intellectual property rights;
  - 8.1.3. providing false, misleading or incorrect information to Pay5; refusing to provide information or undertake other actions that are reasonably requested by Pay5;
  - 8.1.4. providing to third parties false, misleading or incorrect information about Pay5 and cooperation with Pay5;
  - 8.1.5. executing or receiving transfers of illegally acquired funds, if the Client is aware of or should be aware of it;
  - 8.1.6. using services of Pay5 in a way which causes losses, responsibility or other negative legal consequences or damage to business reputation of Pay5 or third persons;
  - 8.1.7. using Pay5's services from countries that are not acceptable to Pay5;
  - 8.1.8. spreading computer viruses and undertaking other actions that could cause system malfunctions, information damage or destruction and other damage to the system, equipment or information of Pay5;

- 8.1.9.undertaking any other deliberate actions which could disturb provision of Pay5's services to the Client or third parties or proper functioning of the system;
- 8.1.10. organizing illegal gambling, illegal trading of stocks, indices, raw materials, currency (e.g. Forex), options, exchange-traded funds (ETF); providing of trade, investment or other services on currency exchanges, Forex markets and other electronic currency trading systems; engaging in illegal trades of tobacco products, alcohol, prescription drugs, steroids, weapons, narcotic substances and its attributes, pornographic production, unlicensed lottery, illegal software and other articles or products prohibited by the law;
- 8.1.11. without a prior written consent of Pay5 providing financial services and/or legally organising trading in stocks, indices, raw materials, currencies (e.g. Forex), options, exchange-traded funds (ETFs), providing trade, investment or other services on currency exchanges, Forex markets and other electronic currency trading systems. In case the Client intends to provide financial services using the account, it must have a valid licence, issued by a member state of the European Union or a third country that has imposed equivalent or substantially similar requirements and is monitored by the competent authorities with respect to compliance with these requirements;
- 8.1.12. without a prior written consent of Pay5 to organise legal gambling, lotteries, other specially licenced or activities requiring a permit. In case the Client intends to provide the indicated services using the account, it must have a valid licence, issued by a member state of the European Union and monitored by the competent authorities with respect to compliance with these requirements;
- 8.1.13. having more than one account; registering an account by fictitious or someone else's name without having the power of attorney; registering an account using services of anonymous phone numbers or email addresses provided by other individuals or websites;
- 8.1.14. providing services that are prohibited by the law or contradict public order and moral principles;
- 8.1.15. logging in to the system as an anonymous user (e.g. via proxy servers);

- 8.1.16. disclosing passwords and other personalised safety features of payment instruments to third persons and allowing other persons to use services under the name of the client.
- 8.2. The Client shall reimburse all direct damages, fines and other monetary sanctions applied to Pay5 due to non-observance or violation of the terms, including but not limited to, clause 8.1 of the present agreement due to fault of the Client.
- 8.3. The Client is responsible and undertakes to reimburse any losses incurred by Pay5, other Pay5 Clients and third parties due to using Pay5's services and violating the present agreement or its supplements by the Client.

**9. Sending notifications by the parties, communication and consultation of Clients**

- 9.1. The Client confirms that agrees that Pay5 notifications will be provided to the Client by placing them on the website of the system and by sending an email, which was indicated by the Client at the time of registration in the system, or by sending it to the address, indicated by the Client at the time of registration in the system, or by sending an SMS message in cases where the Client has indicated only a mobile phone number. The Client acknowledges that Pay5 notification, submitted in any of the above-mentioned ways, shall be deemed as properly provided. Notifications by post or SMS messages are sent only if the Client has not indicated its email address. If such notifications are not related to the substantive amendment to the agreement, it shall be deemed that the Client received the notification within 24 hours from the moment it was posted on the website of the system or sent to the Client by email or SMS message. If the notification is sent by post, it shall be deemed that the Client received it within 5 (five) business days after it was sent, unless the Client actually receives the notification later than in terms specified in this part of the agreement.
- 9.2. In case a party of the agreement consists of plurality of persons (holders of a joint account, etc.), Pay5 has the right to address notifications to any of the persons involved. The person who has received the information shall transmit the information to other persons indicated in the agreement.
- 9.3. In case Pay5 notification relates to essential amendments to terms of the agreement, the Client shall be informed 60 (sixty) days in advance. It shall be deemed that the Client has received the notification and the amendments to terms of the agreement come into force within 60 (sixty) days after the notification has been published on the website of the system, sent to the Client by email or via any other mean that had

been indicated by the Client during registration (post or SMS message with a link to a respective web page).

- 9.4. The 60 (sixty) days notification period shall not be applied and notifications shall be provided in accordance with order laid down in clause 9.1, if:
  - 9.4.1. the terms of the agreement are changed due to changes in mandatory requirements of the legislation;
  - 9.4.2. the prices of services are reduced;
  - 9.4.3. the prime cost of provided services increases which leads to increase in prices of Pay5 services;
  - 9.4.4. a new service or a part of a service appears, which may be used or not used by the Client at its own choice.
- 9.5. Non-essential amendments of the agreement are style and grammar corrections, paraphrasing and moving a sentence, a clause or a section of the agreement for the sake of better understanding; provision of examples for articles and other changes which do not reduce or limit rights of the Client and do not increase liability of the Client or aggravate its situation.
- 9.6. The Client undertakes to check its email and other instruments for reception of notifications indicated on the account, as well as websites of the system, on a regular basis, i.e. at least once a business day, in order to notice notifications about amendments to the agreement in a timely manner.
- 9.7. All messages of the parties shall be sent in the acceptable language or in language in which the written agreement was presented to the Client to get introduced to.
- 9.8. The Client undertakes to publish on its account and, in case of amendments, immediately update the contact data (telephone number, email address and post address), which Pay5 could use to urgently contact the Client or Client's representatives. In case the Client does not update the contact data on its account, all consequences due to the failure of Pay5 to submit notifications to the Client shall fall on the Client.
- 9.9. In order to protect funds of the Client from possible illegal actions of third persons, the Client undertakes to immediately inform Pay5 in writing about theft or loss of its account information.
- 9.10. The Client can receive a consultation regarding all issues related to the system and execution of the agreement by sending its question via email given on Pay5 website, contacting the Client support or filling in a request on the account. Client messages related to the present

agreement shall be sent to the email address given on Pay5 website or to the Pay5 post address indicated in the agreement. All messages shall be sent to Pay5 regardless of who is the direct provider of Pay5 services defined in the agreement.

- 9.11. Pay5 shall notify the Client in advance, in accordance with the procedure stated in clause 9.1. of the agreement, about known and possible technical failures of the system and systems or equipment of third parties involved by Pay5 in provision of services, which have an impact on provision of Pay5 services.
- 9.12. Pay5 may change the solution for technical integration of services without constraint and at any time. Notification about any changes which require corrections in the software of the client shall be sent at least 90 (ninety) days in advance. Changes, required from the side of the Client, shall be made at expense of the Client.
- 9.13. The parties shall immediately inform each other about any circumstances significant for execution of the agreement. The Client shall submit documents confirming such circumstances (e.g. changes in name, surname, signature, address, phone number, other contact data, personal document or persons who have the right to manage funds on the Account, initiation of bankruptcy proceedings against the client, etc.), whether this information has been already transferred to public registers or not.
- 9.14. Pay5 has the right to demand the documents concluded abroad to be translated, legalised or confirmed with an apostille, except when legal acts state otherwise.
- 9.15. In case the Client has provided to Pay5 documents which do not comply with requirements set by the legal acts and/or Pay5 or Pay5 has reasonable doubts concerning the authenticity or correctness of the submitted documents, Pay5 has the right to refuse to execute payment orders submitted by the Client, suspend provision of other services and/or demand from the Client to submit additional documents.
- 9.16. The Client has the right to consult valid amendments to the agreement, its supplements and pricing on Pay5 website at any time.

## **10. Amendments to the agreement**

- 10.1. Pay5 has the right to unilaterally amend and/or supplement conditions of the agreement according to procedure set forth in clauses 10.2-10.5 of the present agreement.
- 10.2. The Client has no right to unilaterally change and/or amend the conditions of the agreement.

- 10.3. In case the Client does not agree to amendments or supplements to the agreement, it has the right to refuse Pay5 services and terminate the agreement, notifying Pay5 thereof 30 (thirty) days in advance.
- 10.4. Using Pay5 services after the amendments or supplementation of conditions of the agreement have come into force shall deem that the Client agrees with the amendments or supplements of the conditions of the agreement.
- 10.5. Supplements to the agreement are amended according to the procedure laid down in the respective supplement. If no amendment procedure is laid down in the supplement, the procedure of amendment and amendment notification procedure stated in this agreement shall apply.
- 10.6. The parties may agree on additional conditions which are not provided in the agreement or supplements, or other conditions which are not stated in the agreement or supplement, by a separate written agreement. Such agreement shall become an integral part of the agreement. Upon a request of the Client, a draft agreement shall be prepared by Pay5 and sent to the Client by fax or email (the agreement may also be concluded in a form of a declaration). If the Client agrees with the draft provided, the Client shall sign the draft and forward the scanned copy of the document to Pay5 by fax or email. Pay5 has the right to require the Client to send the agreement by post with the original signature of the Client. Such agreement shall enter into force after the signed agreement has been sent to Pay5, i.e. the signature of Pay5 on the agreement is not required and Pay5 is not obliged to send the signed agreement back to the Client.

## **11. Suspension of service provision. Termination of the agreement (deleting the account)**

- 11.1. Pay5, at its own discretion and taking at consideration the specific situation, giving preference to execution of legal acts, applied to the activity of Pay5, and interests of the Client, has the right to unilaterally and without a prior notice apply one or several of the following measures:
  - 11.1.1. to suspend execution of transfers;
  - 11.1.2. to suspend provision of all or part of services to the Client;
  - 11.1.3. limit Client's access to the account;
  - 11.1.4. to detain the Client's funds that are a matter of dispute;
  - 11.1.5. to block the account (i.e. fully or partially suspend payment operations on the account) and/or the payment instrument (i.e. fully or partially prohibit to use the payment instrument);

- 11.1.6. to refuse to provide services;
  - 11.1.7. to return arrested funds from the account of the Client to the primary sender of funds.
- 11.2. Measures indicated in clauses 11.1.1-11.1.7 of the agreement may be applied only in the following exceptional cases:
- 11.2.1. if the Client essentially violates the agreement or its supplements, or a real threat of essential violation of the agreement or its supplements by the Client arises;
  - 11.2.2. if activities of the Client using Pay5 account have a potential to harm Pay5 business reputation;
  - 11.2.3. if the Client fails to complete necessary identification procedures, or submit the required by Pay5 information, or observe the requirements set forth in section 8 of the agreement;
  - 11.2.4. if due to further provision of services and activity of the Client, justified interests of third parties may be harmed;
  - 11.2.5. if due to objectively justified reasons related to safety of funds on the account and/or the payment instrument, unauthorised or fraudulent use of money on the account and/or the payment
  - 11.2.6. if Pay5 finds out about theft or loss of the payment instrument, suspects or finds out about illegal purchase or unauthorised usage of the payment instrument, also in case of facts or suspicions that personalised safety features of the payment instrument (including identity confirmation instruments) have become known or may be used by third persons, Pay5 has reasonable suspicions that funds or the payment instrument may be illegally used by third persons or the account and/or the payment instrument may be used for illegal activity;
  - 11.2.7. if Pay5 receives substantiated information about liquidation of the Client or bankruptcy case;
  - 11.2.8. in cases specified by legislation;
  - 11.2.9. in other cases stated in the agreement or its supplements.
- 11.3. The measure, specified in clause 11.1.7 of the agreement, may be applied to the Client in the event that Pay5 has reasonable suspicions that the Client is engaged in fraudulent activities. In this case, at first the funds of the primary payers on the account of the Client are frozen and, if the Client does not perform the necessary actions (complete an additional identification procedure, provide the requested documents) or provide a reasoned explanation of the specified case in time, the

frozen funds may be returned to primary payers. This measure is also applied in cases where Pay5 has a law enforcement order to return frozen funds to the primary payer.

- 11.4. The purpose of limitations set forth in clause 11.1 of the agreement is to protect Pay5, other third persons and the Client from potential monetary sanctions, losses and other negative consequences.
- 11.5. Pay5 shall inform the Client about the measures indicated in clause 11.1 immediately (in one hour). If there is a possibility to return funds of the Client, it will be informed in 2 (two) business days from the moment of suspension of service provision, except for cases when provision of such information would weaken safety measures or is forbidden by legal acts.
- 11.6. In the event of a reasonable suspicion that money laundering, terrorist financing or other criminal activity is being executed through the Client or the account of the Client, Pay5 has the right to partially or completely suspend provision of the services to the Client for a period of 30 (thirty) days with the right to extend it unlimited number of times until the charges are fully withdrawn or confirmed.
- 11.7. In case of reasonable suspicion by Pay5 that the account or Pay5 account of the Client has been hacked, Pay5 has the right to partially or completely suspend provision of services to the Client without prior notice. In such case, Pay5 will inform the Client about the suspension and provide further information on actions that have to be performed by the Client in order to resume provision of services to the Client.
- 11.8. Pay5 cancels blockage of the account and/or payment instrument (or replaces it with a new payment instrument) when causes for blockage of the account and/or payment instrument cease to exist.
- 11.9. The account and/or the payment instrument may be blocked at the initiative of the Client if the Client submits an appropriate request to Pay5 and informs Pay5 that the payment instrument of the Client has been stolen or lost, or funds on the account and/or the payment instrument are used or may be used illegally. Pay5 has the right to demand from the Client to later confirm the orally submitted request to block the account and/or payment instrument in written or another acceptable to Pay5 way. If the account and/or the payment instrument has been blocked at the initiative of the Client, Pay5 has the right to cancel blockage only after receiving a written request from the Client, unless the agreement states otherwise. Pay5 has the right to replace the blocked payment instrument with a new one.
- 11.10. Pay5 is not liable for losses incurred by the Client due to suspension of service provision, blockage of the account and/or payment instrument or other actions if those actions have been performed in



accordance with the procedures stated in the agreement or its supplements and under circumstances and on the basis specified in the mentioned documents.

- 11.11. Following the procedure set forth by the law, Pay5 has the right to withhold money of the payment operation for up to 10 (ten) business days or for a longer period of time stated by the law, the agreement or its supplement.
- 11.12. The Client has the right to terminate the agreement unilaterally without appealing to the court, notifying Pay5 thereof in writing 30 (thirty) calendar days in advance. If the Client terminates the agreement, the issued electronic money is returned to the Client by its chosen mean (indicated in the agreement) in accordance with the limits of payment transfers specified in the present agreement.
- 11.13. Pay5 has the right to terminate the agreement and its supplements unilaterally and refuse to provide services without indicating the reason, notifying thereof the client 60 (sixty) days in advance by means provided in section 10 of the present agreement. Pay5 also has the right to terminate the agreement and its supplements unilaterally and refuse to provide services for the reasons stated in clause 11.2 of the present agreement, notifying thereof the Client 30 (thirty) days in advance by means provided in the present agreement.
- 11.14. Under a request of Pay5, the agreement and its supplements may be terminated immediately, in case no operations have been made on the account of the Client for more than one year.
- 11.15. In case of termination of the agreement, Pay5 deducts from the account of the Client money amounts, payable for Pay5 services provided to the Client, also fines, forfeits, losses and other amounts paid to third parties or the state, which Pay5 has incurred due to the fault of the Client. In case the amount of money on Pay5 account (or accounts) of the Client is insufficient, the Client undertakes to transfer provided amounts to the account of Pay5 within 3 (three) business days covering all amounts indicated in the present clause. In case Pay5 regains a part of amounts paid to third parties, Pay5 undertakes to return the regained amounts to the Client immediately.
- 11.16. Termination of the general agreement does not exempt the Client from appropriate execution of all liabilities to Pay5 that were applicable towards the Client before the termination.
- 11.17. After terminating the agreement between Pay5 and the Client, the Client shall choose a mean for redemption of electronic money from the account of the Client. In case the identification level of the Client does not comply with the level necessary to redeem all electronic money, the

Client shall choose another identification level and perform required actions to change the identification level. The Client agrees to perform actions necessary to redeem electronic money and understands that by such means Pay5 aims to reduce the risk of fraud and seeks to comply with anti-money laundering and other legal requirements.

- 11.18. In case after terminating the agreement between Pay5 and the Client, the Client does not choose a mean for electronic money redemption and/or does not complete an additional identification procedure for increasing the limits, Pay5 may (but is not obligated to) redeem the electronic money of the Client by the mean of electronic money redemption which is available at the moment of redemption.

## **12. Confidentiality and data protection**

- 12.1. The parties undertake to keep technical and commercial information of each other secret, except for publicly available information which has become known to them while executing the present agreement, and not transfer it to third parties without a written consent from the other party or its legal representatives.

- 12.2. The Client agrees for Pay5 (as a data controller) to manage its personal data with the following purposes:

12.2.1. to provide payment services;

12.2.2. provide service-related information the Client requests;

12.2.3. for marketing purposes\*, e.g. providing customised advertisements and sponsored content and sending promotional communications; assessment and analysis of Pay5's market, clients, products and services (including asking for Client's opinions on Pay5's products and services, carrying out Client surveys, running competitions or promotions, as permitted by law);

12.2.4. to understand the way people use Pay5's online services so that Pay5 can improve them and develop new content, products and services;

12.2.5. to protect Pay5's interests before any court or any other institution;

12.2.6. otherwise with Client's consent.

\* the Clients may opt out of direct marketing communications from Pay5 at any time. If it prefers not to receive Pay5's direct marketing communications, it shall inform Pay5 by sending an email to [support@pay5.com](mailto:support@pay5.com) or clicking on the opt-out link appearing in the newsletter.

- 12.3. The parties shall take all reasonable measures to guarantee security of personal data received while executing the present agreement. Pay5 may disclose personal data to the following entities:
- 12.3.1. companies that provide services for Pay5;
  - 12.3.2. banks/companies that provide payment services;
  - 12.3.3. companies assisting with organising competitions/games/promotions;
  - 12.3.4. other carefully selected business partners;
  - 12.3.5. other parties, when so required under law or necessary in order to protect our legitimate interests.
- 12.4. The period of storage of personal data related to payment transactions is 10 (ten) years from the relevant payment transaction, except when the legislation requires a longer period of data storage. Personal data not related to payment transactions shall be kept for the period of 3 years. After the period of personal data processing expires, Pay5 destroys personal data at its possession.
- 12.5. The Client undertakes to protect and not disclose any passwords, created by it or provided to it under the present agreement, or other personalised security features of payment instruments to third persons and not to allow other persons to use services under the name of the Client. If the Client has not complied with this obligation and/or could but have not prevented it and/or performed such actions on purpose or due to own negligence, the Client fully assumes the losses and undertakes to reimburse the losses of other persons incurred due to the indicated actions of the client or its failure to act.
- 12.6. In the event of loss of an account password or other passwords by the Client or the password/passwords are disclosed not due to the fault of the Client or Pay5, or in case of a real threat has occurred or may occur to the account of the Client, the Client undertakes to change the passwords immediately or, if the Client does not have a possibility to do that, notify Pay5 thereof immediately (not later than within one calendar day) by means indicated in section 9. Pay5 shall not be liable for consequences that have originated due to the notification failure.
- 12.7. After Pay5 receives the notification from the Client as indicated in clause 12.6, Pay5 shall immediately suspend access to the account of the Client and provision of Pay5 services until a new password is provided/created for the Client.
- 12.8. Pay5 draws the attention of the Client to the fact that the email linked to the Pay5 account and also other instruments (e.g. mobile telephone number), which under Client's choice are linked to its Pay5 account, are

used as instruments for communication or identification of the Client, therefore, these instruments and logins to them shall be protected by the Client and any changes of the email and instruments must be reported to the Pay5 within 3 calendar days. The Client is completely responsible for safety of its email passwords and all the other instruments used by it and their login passwords. Passwords are secret information, and the Client is responsible for its disclosure and for all operations performed after the password used by the Client for a relevant account or another payment instrument is entered. Pay5 recommends to memorise passwords and not to write them down or enter in any instruments where they may be seen by other persons and to change passwords frequently (e.g. once in a few months).

- 12.9. Issues of protection of the Client's personal data are also regulated by the supplement to the agreement "Data Privacy Policy", that is published in the Pay5 website and which the Client has read and undertakes to observe.
- 12.10. Pay5 has the right or a statutory obligation to transmit all collected important information (including personal data) about the Client, Client's representatives and their activity to law enforcement institutions, state authorities (State Tax Inspectorate (VMI), Social Insurance Fund (SODRA), Financial Crime Investigation Service), and other financial institutions as well as supervisory authorities, if such duty is determined by the legislation, and in order to identify whether this agreement and relevant legislation have not been or will not be violated.
- 12.11. The Client is informed that Pay5 might undertake necessary measures, including but not limited to, submitting requests to third persons directly or via third parties in order to determine identity of the Client and accuracy of other data submitted by the Client (KYC procedure).
- 12.12. Pay5 points out that in all cases Pay5 operates only as a service provider for the Client, which sends money to the recipient under the request of the Client (money sender) and does not provide or offer any services to the recipient until it has become a Client of Pay5.
- 12.13. Pay5 has the right to record digital conversations with the Client (over the phone, Skype or other remote ways). The parties agree that telephone conversations and messages transferred via mail, email and other telecommunication instruments may be deemed evidence when settling disputes between the parties. By the present agreement the Client confirms that it has been informed about Pay5 making records of any telephone conversations with the Client or its representatives. The Client also has the right to record and store telephone conversations and other correspondence.

12.14. The Client is informed that its account number and personal data required for the payment transfer may be detected and displayed to another Pay5 user who intends to make a payment transfer to the Client if another Pay5 user enters a confirmed identifier of the Client (name, surname, bank account, email address).

### **13. Liability of the parties**

13.1. Each party is liable for all fines, forfeits and other losses which the other party incurs due to violation of the agreement by the guilty party. The guilty party undertakes to reimburse direct damage incurred due to such liability to the affected party.

13.2. The liability of the Parties is established in accordance with the laws and case law of the courts of the Republic of Lithuania. Pay5 is not liable for the Client's losses resulted through the Client's fault and/or from lawful actions of the Customer.

13.3. Nothing in this Agreement shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

13.4. We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation, unless otherwise expressly indicated in the laws

13.5. Pay5 shall only be liable for direct damages caused by direct and essential breach of the agreement made by Pay5, and only for damages which could have been foreseen by Pay5 at the time of breaching of the agreement;

13.5.1. the amount of compensation for damages caused by violating the agreement by Pay5 shall not exceed the average of commission fees for the last 3 (three) months paid to Pay5 by the Client for provided services. This restriction is applied for the total amount of all violations of the month. In case the average of 3 (three) months cannot be calculated, the compensation cannot exceed EUR 2,000 (two thousand);

13.5.2. in all cases, Pay5 shall not be liable for non-receipt of profit and income by the Client, loss of reputation of the Client, loss or failure of Client's business, and indirect damages;

13.5.3. limitations of Pay5 liability shall not be applied if such limitations are prohibited by the applicable law.

13.5.4. Pay5 does not guarantee uninterrupted system operation, because system operation may be influenced (disordered) by many factors beyond control of Pay5. Pay5 shall put all efforts to

secure as fluent system operation as possible, however, Pay5 shall not be liable for consequences originating due to system operation disorders if such disorders occur not due to the fault of Pay5.

- 13.6. The system may not operate due to reasons under control of Pay5 and Pay5 shall not provide any compensation for malfunctions which do not depend on the actions of Pay5.
- 13.7. Cases, when Pay5 limits access to the system temporarily, but not longer than for 24 (twenty-four) hours, due to the system repair, development works and other similar cases, and if Pay5 informs the Client about such cases at least 2 (two) calendar days in advance, shall not be considered system operation disorders.
- 13.8. Pay5 is not liable for:
  - 13.8.1. money withdrawal and transfer from the Pay5 account and for other payment operations with funds held on the Client's Pay5 account if the Client had not protected its passwords and identification instruments, and as a result they have become known to other persons, and also for illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;
  - 13.8.2. consequences arising after Pay5 legally terminates the agreement, cancels Client's account or limits access to it, also after reasonable limitation/termination of provision of a part of the services;
  - 13.8.3. goods and services purchased using Pay5 account, and also for other party, which receives payments from the Pay5 account, not complying with terms of any agreement;
  - 13.8.4. for a failure to fulfil its own contractual obligations and damages in case it was caused due to Pay5 fulfilling duties determined by the law.
- 13.9. The Client assures that all actions of the Client related to the execution of the agreement will comply with the applicable law.
- 13.10. The Client is fully liable for correctness of data, orders and documents submitted to Pay5.
- 13.11. If the payment operation is executed in the currency of a member country to/from a foreign country or in the currency of a foreign country, the Client bears all the losses incurred due to the usage of a lost or stolen payment instrument; illegal acquisition of a payment instrument if the client had not protected personalised security features (including identity confirmation instruments).

- 13.12. The Client bears any losses incurred due to unauthorised payment operations if the Client has suffered the losses as a result of acting dishonestly or due to its gross negligence or intentionally not fulfilling one or several of the duties indicated below:
- 13.12.1. to comply with the rules regulating issuance and usage of the payment instrument provided in the present agreement or its supplements, when using the payment instrument;
  - 13.12.2. if the Client finds out about a loss, theft, illegal acquisition or unauthorised usage of the payment instrument, about facts and suspicions that personalised security features of its payment instruments have become known to or can be used by third persons, the Client shall notify Pay5 or the subject indicated by Pay5 immediately, in accordance with the rules regulating issuance and usage of the payment instrument provided in the present agreement and its supplements;
  - 13.12.3. to undertake all possible measures to protect personalised security features of the payment.
- 13.13. The party is relieved from the liability for failure to comply with the agreement in case the party proves that the agreement has not been executed due to circumstances of force majeure which are proven in accordance with the procedure established by the law. The Client shall notify Pay5 about the force majeure in writing within 10 (ten) calendar days after the day of occurrence of such circumstances. Pay5 shall notify the Client about force majeure circumstances via email or websites of the system.

#### **14. Settlement of disputes between the client and Pay5**

- 14.1. Pay5 aims to settle all disputes with the Client amicably, promptly and on terms acceptable to both parties, thus, in case of a dispute, clients are encouraged to firstly address Pay5 directly. Disputes are solved by negotiation.
- 14.2. The Client may submit any claim or complaint regarding services of Pay5 by sending a notification via email, calling the client support centre or sending a notification via the account.
- 14.3. The complaint shall contain a reference to circumstances and documents that served as a basis for the complaint. If the Client bases its complaint on documents which Pay5 does not possess, the Client shall also submit such documents or their copies.
- 14.4. Terms of consideration of claims and complaints of Clients:
  - 14.4.1. Pay5 shall examine Client's claim or complaint and notify the Client about the decision not later than within 30 (thirty) days

from the day of receipt, except when the legislation or other binding regulations related to provision of services of Pay5 (e.g. rules of international payment card organisations) indicate a different period of time.

14.4.2. if Pay5 is not capable to provide the answer to the complaint of the Client within the time period specified in the clause 14.4.1, Pay5 shall inform the Client about the reasons and indicate the time period in which the answer shall be provided.

14.5. Analysis of complaints of the client by Pay5 is free of charge.

14.6. If the Client is not satisfied with the decision made by Pay5, the Client has the right to use other legal remedies to protect its rights and submit claim to the Bank of Lithuania, contacts:

14.6.1. E-mail: [info@lb.lt](mailto:info@lb.lt);

14.6.2. Tel.: 8 5 268 05 01 (02).

14.6.3. Address: Zirmunu str. 151, Vilnius, Lithuania.

14.7. In case of failure to settle a dispute amicably or in other extrajudicial methods of dispute resolution specified in the clause 14.6 herein, the dispute shall be settled by the courts following the procedure established by the law. A court shall be chosen according to the location of Pay5 office.

14.8. This agreement, its supplements, and relations of the parties that are not regulated by this agreement, including cases when a dispute between the client and Pay5 falls within jurisdiction of a court of another state, shall be construed and interpreted in accordance with the laws of the Republic of Lithuania.

## **15. Final provisions**

15.1. Each party confirms that possesses all permissions and licences required under the applicable law that are necessary for the execution of the present agreement.

15.2. Titles of sections and articles of the agreement are intended solely for convenience of the parties and cannot be used for interpretation of the provision of the present agreement.

15.3. The parties are independently liable to the state and other subjects for fulfilment of all tax obligations. Pay5 shall not be liable for execution of tax obligations of the Client, calculation or transferring of taxes applied to the Client.

15.4. Pay5 in all cases acts as an independent party of the agreement that shall not control or undertake liability for products and services which are paid for using Pay5 services. Pay5 does not undertake liability that



the buyer, seller or another party will fulfil the terms of a bargain clinched with the Client.

- 15.5. The Client does not have the right to assign its rights and obligations arising out of this agreement to third parties without a prior written consent from Pay5. Pay5 reserves the right to assign its rights and obligations arising out of this agreement to third parties at any time without a consent from the Client if such transfer of rights and obligations does not contradict the legislation. Pay5 informs the Client on such assignment within 10 days after the assignment,
- 15.6. If any provision of the agreement becomes invalid, other provisions of this agreement remain in force.
- 15.7. The agreement shall come into force in accordance with clause 2.4 of the present agreement. The Client may save the text of the agreement at the time of registering in the system.
- 15.8. This agreement is provided in the system in English language. The Client agrees that communication in English is acceptable.
- 15.9. Links to websites given in the agreement and supplements regulating provision of separate services are integral part of this agreement and are applied to the Client from the moment it starts using the respective service.