

# General Service Agreement

## 1. INTRODUCTION

- 1.1. Your service provider is Verified Payments, UAB (legal code 304576936, registration address Gedimino av. 20, LT-01103 Vilnius, Lithuania, correspondence address Rinktinės str. 5, LT-09234 Vilnius, Lithuania) (brand name Verifo), an e-money institution acting under e-money license No. 27 issued by the Bank of Lithuania on 13/02/2018. You can find useful information about Verifo here. Activity of Verifo is supervised by the Bank of Lithuania.
- 1.2. You can contact us at:
  - 1.2.1. Phone: +370 620 44441
  - 1.2.2. E-mail: [info@verifo.com](mailto:info@verifo.com)
  - 1.2.3. Address for correspondence: Rinktinės str. 5, LT-09234 Vilnius, Lithuania
- 1.3. This General Service Agreement, including its supplements, govern Your use of the Services provided by Verifo.
- 1.4. Please read this document carefully before You decide to agree with it as it constitutes the legal binding relationship between You and Us. By using any of Our Services described in this General Service Agreement, its supplements, You are agreeing to be bound by it. You are also advised to print or download and keep a copy of the General Service Agreement for the future reference.
- 1.5. Please note that various terms in this General Service Agreement have a defined meaning, which is set out in the part “Definitions” and is incorporated into this General Service Agreement.
- 1.6. Conditions of separate Services provided by Verifo are set in separate agreements for specific Services which prevail over other provisions of this General Service Agreement.
- 1.7. Please pay attention that You may access Verifo partners services via Verifo System. If You choose to use such services, You have to provide Your data to such partner and accept the terms & conditions of services set by that partner. Verifo shall only be an intermediary between You and the service provider and is not liable for the proper provision of such services.
- 1.8. This General Service Agreement is concluded with You in English language that will be the main communication language between the parties (unless otherwise provided).
- 1.9. You have right to get this General Service Agreement on durable medium at any time. If You wish to receive it printed on paper, additional Fees might be applied.

## 2. DEFINITIONS

- 2.1. **Account** shall mean an e-money and payment account in the IBAN (International Bank Account Number) form, opened in the Verifo System in the name of the Client and used to perform payment, currency exchange and other transactions.
- 2.2. **Agreement** shall mean this General Service Agreement and its terms and conditions including the supplements amended from time to time.
- 2.3. **Beneficial Owner** shall mean any natural person who owns the Client (a legal person or a foreign undertaking) or controls the Client and/or the natural person on whose behalf a transaction or activity is being conducted.
- 2.4. **Business Day** shall mean any day other than a Saturday or a Sunday or a public holiday in Lithuania. Verifo keeps the right to inform You in advance about other days that are not Business Days.

- 2.5. **Client** shall mean the natural or legal person or other person who is contracting with Us for the provision of the Services.
- 2.6. **Data Protection Regulations** shall mean General Data Protection Regulation 2016/679 and other legal regulations.
- 2.7. **E-money** shall mean electronically stored monetary value on the Account.
- 2.8. **EU** shall mean European Union.
- 2.9. **Fees** shall mean the charges payable by You to Us for the Services as set out in this General Service Agreement and its supplements.
- 2.10. **Head of Legal Entity** shall mean natural person (-s) that are entitled to make decisions on behalf of the legal entity under articles of association or other documents of establishment.
- 2.11. **KYC** shall mean procedures taken by Us to verify the identity of the Client, understand the nature of Client's activity and assess money laundering and terrorist financing risks associated with the Client.
- 2.12. **Payment Services** shall mean the e-money and payment services provided by Verifo to You including but not limited to the receipt and holding of funds in the Account and performance of payment transactions on Your behalf.
- 2.13. **Personalized Safety Features** shall mean any code created in the System or a code provided to You for access to the Profile and/or Account or initiation and management of separate Services and/ or initiation, authorization, confirmation of transactions.
- 2.14. **Profile** shall mean Your profile accessible via Verifo System where You can manage Your funds, Accounts and use Verifo Services.
- 2.15. **Services** shall mean the Payment Services, currency exchange services and other services provided by Verifo to You as described in this General Service Agreement and its supplements.
- 2.16. **Supervisory Institution** shall mean Bank of Lithuania.
- 2.17. **Supplements** shall mean any separate agreements and terms & conditions for specific Services, links to Verifo website where specific terms are provided (including but not limited to Fees).
- 2.18. **Unique Identifier** shall mean the Account number assigned to the Client by Verifo, which uniquely identifies the e-money and payment account used for the payment transaction, or other information referred to as the unique identifier in this Agreement.
- 2.19. **Verifo System** shall mean Verifo online payment platform that is used to provide Services for the Client.
- 2.20. **Verification of the Identity** shall mean any procedures established by Verifo designated to identify Client, one's Beneficial Owners and gather other information required by law.
- 2.21. **Verifo, We, Us** shall mean Verified Payments, UAB as stated above.
- 2.22. **Website** shall mean verifo.com.

### 3. APPLICATION OF THE AGREEMENT

- 3.1. The Agreement applies to all Clients, regardless of what kind of Verifo's Services the Client uses, including one-time e-money and payment services, as well as Services provided according to the specific service agreement or any other Verifo's E-money and Payment Services used by the Client.
- 3.2. The Agreement, together with all annexes, amendments, supplements and references to the Website or other websites, is an integral and inseparable part of each Agreement

concluded between Verifo and the Client regarding provision of a particular service and is applicable to the Client from the moment of its conclusion.

- 3.3. If there are contradictions or inconsistencies between the specific service agreement (Supplements) and this Agreement, then the terms of the specific service agreement (Supplements) shall apply, unless otherwise specified therein.

#### **4. SUBJECT OF THE AGREEMENT**

- 4.1. Verifo hereby undertakes to issue, hold and redeem E-money, provide the Payment Services specified on the Website, and provide other Services to the Client.
- 4.2. Under this Agreement, Verifo undertakes to open the Account for the Client, accept the funds from the Client, issue the appropriate amount of E-money and credit them to the Account opened by the Client, execute the Client's instructions for the transfer and redemption of E-money and other payment transactions, to enable the Client to manage the Account and execute other operations performed by Verifo, and the Client undertakes to pay to Verifo for the provided Services and performed operations.
- 4.3. Verifo shall be entitled, at its own discretion and without the Client's consent, to authorise third parties for provision of the Services.
- 4.4. Verifo's partners may, at any time, place separate requirements and/or instructions for specific Services or use of the Services and You undertake to comply with such instructions.
- 4.5. Terms and instructions of Verifo's partners (including further amendments) are mandatory for the Client and it shall be obliged to comply with them the entire Agreement period. Verifo and Verifo's partners may oblige the Client to refrain from any actions that are not consistent with the terms and instructions, while the Client shall fulfil such obligations without any reservations.
- 4.6. Terms and conditions of Verifo's partners are publicly available on websites of such partners, thus, the Client shall follow the content and amendments of such rules. Verifo shall introduce Verifo's partners' terms and conditions to the Client, if necessary.

#### **5. REGISTRATION AND VERIFICATION OF THE IDENTITY**

- 5.1. To register in Verifo System and create a Profile You shall provide all documents and information required by Verifo, accept this Agreement and Privacy Policy. Please pay attention to the fact that You can have only one Profile therefore all following Profiles will be closed.
- 5.2. The Account for the Client can be opened by the Head of Legal Entity or Your representative who has the authority specified in the legal acts and/ or internal regulations of the legal person (if the Client is legal person) or directly by You (if the Client is a natural person). You shall provide proof of the right to represent.
- 5.3. The Client's representative may act on behalf of the Client, provided the appropriate power of attorney and a personal identity document (with personal code, photo, signature) and other documents and information requested by Verifo that prove the fact of representation are submitted to Verifo.
- 5.4. By concluding this Agreement, the Client agrees that Verifo, both by itself and through third parties, can verify and evaluate the Client's, its Beneficial Owners' and representatives' identity, activity, origin of the funds, risks and any other information required to properly know the Client. The Client undertakes to provide Verifo with all information and documents requested by it for the purposes of KYC within the deadline specified by Verifo and in the form and language specified by Verifo. If Verifo cannot properly and fully perform KYC procedure, this Agreement is not

concluded, and, if it has been concluded, it is immediately and without notice terminated.

- 5.5. The Client agrees and undertakes at any time at the request of Verifo to update and/or submit to Verifo additional information and documents about the identity of the Client, its Beneficial Owners and representatives, origin of the funds used, activities and other information requested by Verifo to perform KYC procedure, within the timeframe specified by Verifo and in the form and language indicated by Verifo.
- 5.6. Upon change of any data indicated by the Client during the last procedure of KYC, the Client undertakes to notify Verifo immediately and not later than within one working day in writing, including by e-mail, and provide the documents related to such changes. In case of failure to fulfil the obligations provided for in this clause, the Client is solely responsible for all consequences arising out of non-communication in a timely manner and agrees that the actions of Verifo, carried out using the last contact details known to Verifo and power of attorneys, shall be deemed to have been performed properly.
- 5.7. Personal data of You, Your representatives and Beneficial Owners are being processed according to the Privacy Policy. As data controller of You, Your representatives and Beneficial owners You assure that You informed the data subjects according to the Data Protection Regulations about provision of their data to Us.
- 5.8. You must be aware that We may reject requests to create a Profile if any of the terms and conditions are not met by the Client. Verifo may also suspend or limit Your Profile, Your Account, set usage limits in the Account and apply other measures in the terms set in the part “Restrictions on the use of Verifo Services”.
- 5.9. As the Profile is created, Client is assigned with the Account that is an E-money product. Your Account is not a bank account, and as such it is not covered by the deposit insurance schemes. Funds of the Client Verifo has issued E-money for are stored in EU credit institutions’ accounts that Verifo cannot use for anything other than its intended purpose and protected in other ways as stipulated in legal regulation.
- 5.10. You can open more than one Account according to the procedures set in the Verifo System.
- 5.11. The Account is opened for the Client for the term of the Agreement.
- 5.12. Verifo keeps the right to set the limits of use for Your Account (-s).
- 5.13. You may close your Profile, Account (-s) under conditions set into part “Termination of the Agreement, closure of the Account”.

## **6. E-MONEY**

- 6.1. The Client may deposit funds into the Account, withdraw funds from the Account, hold funds in the Account, transfer, accept and perform other operations which Verifo allows to execute with the Account.
- 6.2. All funds kept in Your Account are E-money that are issued by Verifo. When You make a deposit and/or receive funds in the Account, Verifo will issue E-money and credit them to the Account at the nominal value of the funds deposited and/or accepted (after paying Verifo Fees, if applicable).
- 6.3. Funds kept in Your Account are not a deposit or other repayable funds and Verifo shall not pay any interest and shall not provide any other benefits associated with the period E-money are stored.
- 6.4. You can top up Your Account by: a) receiving transfers from a bank or other payment service provider accounts supported by the Verifo System; b) receiving transfers from other Verifo client.
- 6.5. Verifo keeps the right to require that the first top up to Your Account would be from Your bank account.

- 6.6. You should carefully follow the instructions for top up provided in the Verifo System. Verifo shall not be responsible for any fail to follow provided instructions and losses related with it.
- 6.7. The funds in the Account are the property of the Client, except for the Fees, losses and other similar amounts payable to Verifo, as provided by this Agreement and other agreements between Verifo and the Client or the legal acts.
- 6.8. The Client is entitled to redeem E-money from the Account at any time, except in cases where the Account and/or the provision of Verifo's Services to the Client are blocked or otherwise restricted in accordance with this Agreement or other agreements between Verifo and the Client or the legal acts. When redeeming E-money from the Account, the amount of E-money withdrawn by the Client (after deduction of Verifo fees, if applicable) is redeemed by Verifo at nominal value and transferred to the bank or other type of account specified by the Client or transferred by other methods supported by Verifo. During the term of the Agreement, the Client may redeem all or part of the E-money from the Account. Upon termination of the Agreement, the Client may only redeem all E-money from the Account.
- 6.9. Fees for using the Account, including fees for the issuance and redemption of E-money, are indicated shown on the Website.
- 6.10. The fee for the redemption of E-money only applies in the following cases: 1) the Client requests to redeem E-money before the expiry of the term of the Agreement; 2) the Client terminates the Agreement before the expiry date specified in the Agreement; 3) the Client requests to redeem the E-money more than one year after the expiration of the term of the Agreement.

## **7. PAYMENTS AND CURRENCY EXCHANGE**

### **7.1. Payments**

- 7.1.1. You can use funds in Your Account to perform any transfers supported by Verifo: a) to other Verifo System client; b) to other bank or payment service provider account.
- 7.1.2. You can make a transfer to other Verifo System client by entering details of the recipient requested in the transaction form: name, e-mail address or account number (the 'Unique Identifier'), amount and currency You wish to transfer, payment purpose and other information requested by the Verifo System.
- 7.1.3. In order to make transfer to other bank or payment service provider account You shall enter recipient's and his/her account details requested in the transaction form (the 'Unique Identifier'), amount and currency You wish to transfer, payment purpose or payment code, information if the receiver is natural or legal person and other information requested by the Verifo System.
- 7.1.4. Verifo will credit the funds to the Account and debit the Account according to the Unique Identifier specified in the payment order received by Verifo. If, in addition to the Unique Identifier, the payment order contains additional information, Verifo is only responsible for the execution of the transaction in accordance with the Unique Identifier specified in the payment order. Verifo has the right not to check whether the Unique Identifier is in compliance with the Account holder's name and/or surname. If Verifo carries out such an inspection and identifies the apparent mismatch between the Unique Identifier and the Account holder's name and/or surname submitted to Verifo, Verifo shall be entitled to refrain from executing such transaction.

- 7.1.5. You will be informed about Fees applied to the transaction (if any) and usual time it takes to perform the transaction before confirming it. You can also find all applicable Fees on the Website.
- 7.1.6. It is Your responsibility to make sure that the details in transaction form are entered correctly. Any error may result in the unsuccessful or delayed transfer. We shall not be liable for any losses you incur from entering an incorrect Unique Identifier. If You specify not only the Unique Identifier but also provide additional information, Verifo shall only be responsible for the execution of the transaction in accordance with the Unique Identifier specified by You.
- 7.1.7. In order to submit the payment order, You need to confirm the details which have been entered into transaction form according to the procedures set in the Verifo System.
- 7.1.8. Verifo has the right to determine the mandatory information to be submitted to Verifo in order for the payment order to be properly executed. Your payment order shall comply with the requirements established by Verifo, the agreements concluded between You and Verifo and the legal requirements for the submission of the payment order and/or its content. Your payment order shall be worded clearly, unambiguously, executable, and it shall clearly express Your will. Verifo is not liable for any errors, inconsistencies, repetitions and/or contradictions contained in Your payment order, including, but not limited to, the accuracy of Your details.
- 7.1.9. We will execute payment orders submitted by You using electronic channels within the terms indicated in the Agreement and/or the legal acts, provided: a) Your payment orders meet the conditions of the Agreement, the requirements of legal acts and other requirements established by Verifo; b) Your Account has sufficient funds for the execution of the submitted payment order and the Fee for the execution of the payment order according to the Fees approved by Verifo; c) the funds in Your Account are not seized and there is no other restriction on the management of funds in the Account; d) Your payment orders are not subject to any restrictions stipulated by other legal acts or agreements concluded between You and Verifo; e) You do not exceed the transaction limit imposed by Verifo.
- 7.1.10. The request to perform the transaction shall be deemed to be received at the time You provide your confirmation except the cases when confirmation is received on a day which is not a Business Day or is received after working hours of particular system used to make a transactions (i. e. SEPA and etc.). In this case We have the right to treat the request to perform the transaction as having been received on the next Business Day.
- 7.1.11. Additionally, depending on the agreement between the Parties, execution of Your payment order may be started on a specific day or at the end of a certain period or on the day when You submit funds to Verifo.
- 7.1.12. We reserve the right to refuse to perform any transaction directly or indirectly associated with any restricted country or recipient/payer. We also reserve the right to refuse to execute any transaction and to start the inspection if We have any suspicions that the transaction may violate or violates this Agreement, any other agreements between You and Verifo, and/or legal acts, or there are suspicions that the payment order was not submitted by You or Your legal representative, illegal funds may be used for execution of the transaction, if there are insufficient data or other deficiencies in the payment order, as well

as in the failure of interbank and/or other financial systems, there are other unusual market conditions, important technical or other reasons, or the risk associated with the execution of the transaction is too high and unacceptable to Us.

- 7.1.13. If the currency of the recipient's account is different to the currency of the funds You are transferring, the transaction may not be performed, or the currency exchange rates / additional Fees might be applied. It is your responsibility to make sure that the recipient's account supports the currency You are transferring. We shall not be liable for any losses You incur from not making sure of the currencies supported by the recipient's account.
- 7.1.14. You agree with the fact that Verifo, when executing Your transaction transaction, transfers the data related to You, Your personal and other data, the transaction to third parties related to the execution of the transaction.
- 7.1.15. You may revoke the request to perform the transaction prior to the time the transaction is being performed. You may perform it directly in the Verifo System. Later You should contact our customer support for possibility to revoke the transaction.
- 7.1.16. Once Your transaction has been completed, You will be able to view the completed transaction details on Your Account statement.
- 7.1.17. Verifo has the right to debit the funds incorrectly credited to the Client's Account. If the Account does not have enough funds to debit the incorrectly credited funds, the Client undertakes, without any reservation, to return to Verifo the funds credited incorrectly within 3 (three) business days from the day Verifo's request is received.
- 7.1.18. The Client (the payer) has a right to receive back from Verifo the full amount of an authorized and already executed payment transaction initiated by the payee or via the payee, provided the following conditions are met: 1) the exact amount of the payment transaction was not indicated in when authorizing the payment transaction; 2) the amount of the payment transaction exceeds the amount which the Client (the payer) could have reasonably expected, taking into account his previous expenses, the terms of this Agreement and other circumstances, except for the circumstances related to the currency exchange, when the currency exchange rate was used in the course of the payment transaction, for which the Client (the payer) has agreed with Verifo in accordance with the procedure established by this Agreement and/or legal acts. At the request of Verifo, the Client (the payer) must provide information on the conditions specified in this clause.
- 7.1.19. The Client (the payer) has no right to receive back the amount of payment transactions initiated by the payee or via the payee, if the Client (the payer) has given Verifo consent to execute the payment transaction and Verifo has provided the Client (the payer), in a manner agreed upon, the information about the future payment transaction or provided the conditions for access to it at least four weeks before the scheduled payment transaction is completed.
- 7.1.20. The Client (the payer) has the right to ask Verifo to return the amount of the authorized payment transaction initiated by the payee or via the payee within eight weeks from the day the funds were debited from the Account.
- 7.1.21. Verifo, upon receipt of an application for refund of the payment transaction, shall refund the full amount within ten working days or indicate the reasons

for which it refuses to refund it, and if the Client (the payer) is a consumer, Verifo shall specify the procedure for appeal of such refusal.

- 7.1.22. When the payment transaction is initiated by the payee or via the payee, the Client (the payer) cannot cancel the payment transaction after the payment transaction has been sent or the Client (the payer) has given the consent to execute the payment transaction. Verifo is not responsible for the fact that the payee submits the payment order without complying with the terms established in the agreement with the Client (the payer).
- 7.1.23. If the amount specified in the payment order is refunded due to reasons beyond the control of Verifo, the amount to be refunded shall be credited to the Client's Account. Fees paid by the Client for the execution of the payment order are not returned to the Client, and the Fees and expenses of Verifo related to the refund of money may be debited from the Client's Account.
- 7.1.24. Verifo is entitled to:
  - 7.1.24.1. Refuse to execute Your payment order if there is a suspicion that the order was submitted by a person unauthorized by You or documents submitted to Verifo are forged and require additional documents and/or information to be submitted;
  - 7.1.24.2. If the funds have been incorrectly credited to the Account or incorrectly deducted from the Account, or other mistakes in transactions with the Account have been noticed, to correct these errors without Your additional consent;
  - 7.1.24.3. In the enforcement of a court decision or in other cases provided by applicable law, withdraw funds from the Account without Your consent;
  - 7.1.24.4. To suspend the deduction and payment of funds from the Account until You cover all of Your debts to Verifo or in accordance with other cases provided by applicable law;
  - 7.1.24.5. Do not accept or execute Your instructions to execute transactions in the Account, if the funds in the Account are arrested or Your right to manage the funds in the Account is otherwise restricted.

## 7.2. Currency Exchange

- 7.2.1. E-money on Your Account may be held in different currency. We shall not be liable for any possible depreciation of money due to changes in exchange rates.
- 7.2.2. Currency exchange is based on the exchange rate of Verifo which is valid at the moment of conversion. You can find currency rates in the Verifo System that is subject to change from time to time without Us being required to provide You with a notice. It is Your responsibility to stay informed of any changes to the rates applied to any exchanges. You shall check applicable currency rates before the transaction. Currencies to which You are able to convert Your funds are limited to those supported by Verifo that are also subject to change without prior notice.
- 7.2.3. You will be informed on the Verifo System prior to confirming Your request to exchange the currency about: a) the amount of E-money You will use to purchase required currency; b) the amount and currency of the E-money you could purchase; c) the currency rates.
- 7.2.4. In order to submit the request to exchange currency, You will need to confirm the details which have been entered into currency exchange form according to the procedures set in the Verifo System. By confirming the exchange details, You accept sole responsibility for entering into the currency exchange

transaction. Verifo will not be liable for any losses You incur as a result of using this Service.

7.2.5. Your request to exchange E-money will be accepted when We confirm to You that the transaction is performed on the Verifo System.

### 7.3. Statements

7.3.1. You can find all Your payment and currency exchange transactions, Fees applied for the transactions and other relevant information on the statement of Your Account. Statements are available to You at any time by logging into Your Account.

7.3.2. Last month's Account statements are deemed approved by the Client, if the Client does not comment on the statements within 15 (fifteen) calendar days from the receipt of the statement.

### 7.4. Limits

7.4.1. Verifo reserves the right, unilaterally, without the Client's consent to impose the limits on the Account, payment transactions and other Services provided by Verifo. Limits shall be indicated to the Client on the Website and/or the Account.

## 8. FEES

8.1. Prices for Verifo Services are provided on the Website.

8.2. Fees for the particular Services are also stated before payment or currency exchange transaction and shall be accepted by You by confirming the request to perform the transaction.

8.3. Fees are deducted from any of Your Accounts at the time the transaction is being performed.

8.4. Fees are deducted in EUR. If You do not have EUR in Your Account, currency exchange rates might be applied.

8.5. By confirming the performance of the transaction, You also confirm that You carefully studied the Fees that are applied and relevant to You.

8.6. If the amount of funds is insufficient to pay the Fee, the transaction shall not be performed.

8.7. If You use Service plan and it is not renewed, usual Fees for the Services shall be applied.

8.8. Verifo has the right to unilaterally change the Fees and Fees set forth in Verifo's agreements and undertakes to publish them in accordance with the procedures established by Verifo's agreements and/or legal acts. The Parties agree that these changes are publicly available on the Website immediately after their entry into force.

8.9. When Verifo's refusal to execute a payment order is objectively justified, Verifo may charge a standard Fee specified on the Website for such a refusal.

8.10. Verifo is entitled to charge a Fee from the Client for the refund of funds if the payment transaction has not been executed or failed due to an incorrect unique identifier, other incorrectly provided/inaccurate Client's information for execution of the payment transaction or if the refund arises from a violation of the Agreement by the Client.

8.11. Verifo, in accordance with this Agreement, other agreements concluded between Verifo and the Client and legal acts, has the right to charge Fees indicated on the Website for the cancellation of the payment order or the notice of refusal to execute the payment order.

- 8.12. Additional or more frequent information provided at the request of the Client's or the transmission of information by means of communication other than those specified in this Agreement, may be subject to an extra Fee specified on the Website.

## **9. UNAUTHORIZED PAYMENTS**

- 9.1. If you believe that any transaction has been incorrectly performed or was not authorized by You, You must inform our customer support as soon as possible via email, Live chat or other means of communication provided in the Verifo System.
- 9.2. You must check at least once a month the information on transactions executed in Your Accounts and to inform Verifo in writing (by e-mail) about any unauthorized or inappropriately executed payment transactions, the funds that do not belong to You credited to Your Accounts and any other mistakes, inconsistencies or inaccuracies in Your Accounts and in related transactions. Your notification must be submitted promptly, but not later than within 30 calendar days from the day Verifo has executed the payment transaction which is indicated by You as unauthorized or improperly executed. If You do not submit any such notifications by the specified time, You shall be deemed to have unconditionally agreed with the transactions executed in Your Account.
- 9.3. Where it is established that the transaction was not authorized by You or was incorrectly initiated or performed by Us and You have notified Us as soon as You noticed it but not later than within 13 months of the date of the unauthorized transaction was performed, We shall refund to You the full amount debited without authorization.
- 9.4. You agree to report unauthorized payments to relevant legal authorities and share with Verifo the reporting confirmation received from the relevant legal authorities.
- 9.5. You will be liable for:
- 9.5.1. All losses incurred in respect of a payment or currency exchange transaction, ATM withdrawal, other transactions made by Us which was not authorized by You, if you have acted fraudulently, unfairly or have intentionally or with gross negligence failed to comply with the obligations set out in part "Security" or you have not notified us on time in accordance with this Section; and
- 9.5.2. Where Clause 9.5.1 does not apply, up to 50 EUR of any losses incurred in respect of payment or currency exchange transaction, ATM withdrawal, other transactions which were not authorized by you related with usage of lost/stolen payment instrument or unlawful take over the instrument, where you have otherwise failed to comply with your obligations under part "Security";
- 9.5.3. Except where You have acted fraudulently or with intentional or gross negligence, You will not be liable for any losses incurred in respect of a transaction which occurs after you have notified Us, without undue delay, on becoming aware of the loss, theft, misappropriation or unauthorized use of Your Account or other payment instrument.

## **10. RESTRICTIONS ON THE USE OF VERIFO SERVICES**

- 10.1. While using our Services it is prohibited to:
- 10.1.1. breach this Agreement, other applicable supplements, agreements, legislation, including but not limited to, anti-money laundering and counter-terrorist financing regulations;
- 10.1.2. use Verifo Services for any illegal purposes, including, but not limited to fraud and money laundering; funding of terrorist organizations; unlawful sexually oriented materials or services; counterfeit products; unlawful gambling activities; unlawful purchase or sale of tobacco, firearms, weapons, war

- ammunition, prescription drugs, other controlled substances; unlawful trade of currency (Forex), binary options or other products prohibited by law; unlawful provision of financial or investment services;
- 10.1.3. infringe Verifo or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy; violate any rights of third parties;
- 10.1.4. spread computer viruses and undertake other actions that could cause Verifo System malfunctions, information damage or destruction and other damages to Verifo;
- 10.1.5. conduct your business or use the Verifo Services in any manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to Verifo, other clients, third parties or You;
- 10.1.6. request to perform a transaction or to receive a payment from restricted countries or persons;
- 10.1.7. provide Us with false, inaccurate or misleading information;
- 10.1.8. refuse to provide Us information or undertake other actions that are reasonably requested by Verifo;
- 10.1.9. refuse to cooperate in an investigation or provide confirmation of Your identity or any information You provide to Us;
- 10.1.10. instruct Us to send or receive what We reasonably believe to be potentially fraudulent funds on Your behalf;
- 10.1.11. reveal any passwords and other Personalized Safety Features to anyone or use anyone else's passwords and other Personalized Safety Features;
- 10.1.12. conduct Your business or use the Verifo Services in any manner that may cause risk to Verifo.
- 10.2. If We believe that You might have breached these provisions, We may take actions to protect ourselves, other clients and third parties. The actions We may take include but are not limited to:
  - 10.2.1. closing, suspending, or limiting access to Your Profile, Account (-s) and/or payment instruments;
  - 10.2.2. contacting other Verifo clients, third parties who have transacted with You; contacting your bank or card issuer; and/or warning third parties, law enforcement, or impacted third parties of Your actions;
  - 10.2.3. taking legal action against You;
  - 10.2.4. terminating this Agreement within time defined in the notice of termination;
  - 10.2.5. fully or partially reversing a transaction;
  - 10.2.6. suspending performance of the transaction;
  - 10.2.7. detaining Your funds or part of it;
  - 10.2.8. refusing to provide Services, limiting them;
  - 10.2.9. changing any conditions of the provision of Verifo Services.
- 10.3. Where it is possible, We will provide You with the relevant information regarding the actions taken, but We may be unable to do so in accordance with the appropriate law including interfering in the course of an investigation.
- 10.4. You shall reimburse all direct and indirect damages, fines and other monetary sanctions applied to Verifo due to non-compliance with this Agreement.

## **11. THE CLIENT UNDERTAKES:**

- 11.1. To comply with the obligations and requirements of the Agreement and the legal acts.

- 11.2. To ensure that the Account (-s) will only be used and accessed by the Client or his lawful representatives.
- 11.3. To ensure that the payment orders, notices or other actions submitted to Verifo using the electronic communication means are properly authorized.
- 11.4. To ensure the security of the Personalized Safety Features and payment instruments provided by Verifo, to take actions to protect the individual security features of the Personalized Safety Features and payment instruments. If the Client suspects that the Personalized Safety Features or the payment instrument is or can be used without authorization, the Client has lost it, it has been seized by other person, or the Client cannot manage it for other reasons, the Client shall immediately, and not later than within one working day, inform Verifo about it.
- 11.5. To provide Verifo with the right to record communication between Verifo and the Client using telephone or other communication means, when the Client requests to block the provision of the Services or to cancel this blocking. Communication records are considered evidence in possible disputes.
- 11.6. Immediately, but not later than within three working days, to inform Verifo if the Client's address, account numbers, mobile telephone number or other information and contact details change. If the Client fails to comply with this requirement, the Client cannot make any claims and objections that the actions of Verifo carried out using the latest known details of the Client, do not conform to the Agreement or that he has not received any communications sent using those contact details.
- 11.7. At its own expense, upon request of Verifo, to submit all documents and information required by Verifo within the deadline specified by Verifo. The Client undertakes to submit the documents in the form and language as requested by Verifo. If the Client violates the obligations stipulated in this clause, Verifo has the right to demand that the Client compensates for losses caused by the violation (including, but not limited to, the costs for the translation, delivery, and approval of the documents).
- 11.8. To guarantee and to ensure that any documents and information submitted by the Client to Verifo are correct, accurate, and complete.
- 11.9. To actively participate in any investigation related to the Client's Account, activity or payment transactions, to cooperate in providing Verifo with all information and documents requested by Verifo.
- 11.10. To prevent any other unauthorized persons and persons unknown to Verifo from using the Account and/or Services on behalf of the Client.
- 11.11. When opening, processing, and closing the Account, to submit the required documents to Verifo, confirming the right of the Client or the Client's representative to manage the Client's Account and the funds therein.
- 11.12. To pay to Verifo Fees for the Services rendered and transactions executed by Verifo, which Verifo has the right to deduct from the Account on the day the operation is executed. If, on the day of the transaction, the Account does not have sufficient funds to deduct Verifo's Fee, the Client agrees that the Fee for the executed transaction or rendered Services will be deducted on any other day when the balance of the Client's Account is sufficient (if Verifo agrees to execute the transaction or render the Services without initial payment of relevant Fees).
- 11.13. To ensure that the Account has sufficient funds to execute payment orders and to pay for the Services rendered and payments executed. If the Account does not have sufficient funds for the payment for the Services rendered and transactions

- executed, the Client agrees, and Verifo is entitled to deduct this Fee from other Accounts of the Client at Verifo.
- 11.14. To immediately notify Verifo of incorrectly credited or debited funds, as well as other mistaken transactions of the Account. In the event of insufficient funds to debit the amounts incorrectly credited to the Account, the Client unconditionally undertakes within 3 (three) business days from the day of reception the request from Verifo to return the incorrectly credited funds to Verifo.
  - 11.15. To ensure that the use of the Account does not violate the requirements of the agreements concluded between Verifo and the Client and the legal acts, as well as that the funds contained in the Account are not used for illicit purposes or would result from illegal activity.
  - 11.16. To use the Account in accordance with the terms and conditions of its use, ensure the security and confidentiality of the Account and login data, and take active steps to prevent Account and its login data from being used by unauthorized third parties.
  - 11.17. Upon becoming aware of the unauthorized use of the Account and/or access to the Account or its login data, as well as the evidence or suspicions that such information has become known to third parties, the Client shall immediately, but not later than within 1 (one) business day, notify Verifo or the entity designated by it.

## **12. COMMUNICATION AND NOTIFICATIONS ABOUT CHANGES OF THE AGREEMENT**

- 12.1. The Agreement is concluded and all communications between the Parties are sent in Lithuanian or English, unless the Parties agree on another language acceptable to them or the Website indicates that another language is acceptable to Verifo. All notices (including information on payment transactions) to the Client are sent by Verifo to the Client by e-mail, submitted to the Account, uploaded on the Website or provided by other electronic channels (unless otherwise provided). Information about the Account and payment transactions shall be provided to the Client on a regular basis, at least once a month. The Client is also able to access the information relevant to him when logged in to the Website and the Account.
- 12.2. If You wish to receive documents printed on paper additional Fees might be applied.
- 12.3. You shall provide Us Your valid e-mail address and telephone number and confirm it. You agree that e-mail address and telephone number You provided will be used for communication with Verifo and that You will check it regularly. You shall inform Verifo on any changes of Your contact details as it might be used to identify You.
- 12.4. You can contact our customer support by email, live chat and other means of communication specified in Our Website.
- 12.5. You have the right to receive information on the terms and conditions of this Agreement and payment services in writing or by e-mail; You can also find the terms of this Agreement and the provision of payment services on the Website at any time.
- 12.6. You have the right to get familiar with the current version of the Agreement, amendments to the Agreement and related information on the Website.
- 12.7. You can submit Your notices to Verifo by e-mail or via the Website, or You may also contact Verifo by telephone or other means specified on the Website. Verifo has the right to request You to send a message, information or documents at a particular time in any other manner and form requested by Verifo (e.g., by registered mail, etc.), and You undertake to do so at Your own expense.

- 12.8. Notices, information or documents submitted by the Client are deemed received by Verifo when Verifo confirms to the Client that the relevant notice, information or document has been received.
- 12.9. Notices sent to the Client by Verifo cannot be considered as an offer by Verifo to the Client to conclude an agreement or to use the Services, unless Verifo's statement expressly states that such a tender is offered.
- 12.10. Verifo has the right to unilaterally change the terms of the Agreement (including the Fees of the Services) by giving the Client a written notice (by e-mail) 60 calendar days in advance. The amendments to the Agreement shall be deemed approved and agreed with by the Client if the Client does not submit a written notice of disagreement before the date of entry into force of the amendment specified in the notice of amendment. The Client's use of the Services after the effective date of the amendment of the Agreement terms constitutes the Client's consent to the amendment of the Agreement terms. If the Client disagrees with the amendments and notifies about it Verifo in writing, all agreements concluded between Verifo and the Client shall cease to be effective from the day of entry into force of the amendment to this Agreement. The Client is not entitled to unilaterally change the terms of this Agreement.

### **13. LIABILITY**

- 13.1. We are liable for incorrectly executed transactions in the Account in accordance with the procedure established by the legal acts of the Republic of Lithuania. However, We shall not be liable for non-performance or defective performance of the transaction we performed in accordance with the incorrect Unique Identifier given to Us by You. However, we shall take reasonable efforts to recover funds and may apply additional Fees for doing so, including but not limited to passing on to You charges made by payment service providers for their assistance in the tracing process.
- 13.2. We shall not be liable to You for the correct performance of the transaction, if We can prove that the receiver's payment services provider received the payment within the appropriate time period. We will however, upon your request, make efforts to trace any non-performed or defectively performed payment transactions and notify You of any outcome involving our investigation.
- 13.3. We are not responsible for relations and claims between payers and payees and do not investigate them.
- 13.4. We are not responsible for third party services and products and their quality, malfunctions of third party electronic systems while You are accessing third-party systems or paying for the goods or services provided by third parties while using the Services of Verifo; also, Verifo assumes no responsibility and does not guarantee that third parties will execute a transaction with You. Claims regarding electronic systems of third parties, their goods and services are not examined by Verifo; they must be provided directly to third parties.
- 13.5. We shall not be liable to You for any:
  - 13.5.1. delay or failure to perform our obligations under this Agreement (including any delay in payment) by reason of any cause beyond our reasonable control including but not limited to any Force Majeure event, any action or inaction by You or any third party, bank, failure or delay of any electronic transmission, any accident, emergency, or any other abnormal or unforeseeable circumstances; or

- 13.5.2. losses as a result of a requirement imposed on Us by the laws of any EEA state or other jurisdiction.
- 13.6. In no event shall Verifo be liable for loss of income or profits or any special, incidental, indirect or consequential damages arising out of this Agreement or otherwise in connection with the Verifo Services.
- 13.7. You are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to You in connection with Your use of Our Services, including but not limited to, those related to taxes or foreign currency transactions. You are liable to the state and other subjects for fulfilment of all tax obligations independently.
- 13.8. You are responsible for all liabilities, financial or otherwise, incurred by Verifo, Verifo partners, Verifo clients or other third parties caused by or arising out of Your breach of this Agreement, Your use of Our Services or terms and conditions of Verifo partners and third parties. You agree to reimburse Verifo, Verifo partners, Verifo clients or other third parties for any and all such liability, to the extent not prohibited by applicable law.
- 13.9. You assume full liability for all operations executed in the Account and concluded agreements.
- 13.10. You are liable for all losses incurred by Verifo due to incorrect information provided to Verifo, invalid documents, false payment orders and/or non-performance of other obligations stipulated in the Agreement.
- 13.11. You remain liable under this Agreement in respect of all Fees, charges and other amounts incurred through the use of Our Services at any time, irrespective of termination, suspension or closure.
- 13.12. You agree to indemnify Us and hold Verifo, Our partners, Our employees or agents who are authorized to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of Your breach of this Agreement, breach of any law and/ or use of our Services.
- 13.13. To the extent permitted by applicable law, Verifo, including, but not limited to, Verifo's directors, members, employees or agents, is not liable, and You agree not to hold Us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, income, profits or any special, indirect, or consequential damages) resulting directly or indirectly from:
- 13.13.1. delays or disruptions in Our Services;
  - 13.13.2. Your inability to use Our Services for any reason;
  - 13.13.3. incorrect or inaccurate information provided by You;
  - 13.13.4. viruses or other malicious software obtained by accessing our Website or any associated site or service;
  - 13.13.5. failures of the telecommunication networks;
  - 13.13.6. failure of Your equipment;
  - 13.13.7. the content, actions, or inaction of third parties;
  - 13.13.8. actions and mistakes of financial institutions and other entities involved in the process of payment transactions, as well as for illegitimate actions of other third parties and losses incurred by You due to Account blocking and/or suspension of the Services;
  - 13.13.9. illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;
  - 13.13.10. glitches, bugs, errors, or inaccuracies of any kind in Our Services;
  - 13.13.11. any actions taken with respect to You, Your Account/Profile;

- 13.13.12. Your need to modify practices, content, or behavior, or Your loss of or inability to do business, as a result of changes to this Agreement or Our policies;
- 13.13.13. any actions or inactions of Our employees occurred during process of payment transaction or dealing with You or Your Account/Profile.
- 13.14. In the event which entitles Us to be compensated by You (including, but not limited to, any technical errors on our behalf or on behalf of our partners), we shall be entitled to set-off the amount You owe Us in that currency or in a different currency by deducting amounts from Your Account. If the amount You owe to Us is in a currency which is different to the E-money You hold in the Account, We shall exchange the currency applying our currency exchange rates. We do not need to notify you of this conversion occurring.
- 13.15. If it is not precluded by the applicable law or otherwise stated in this Agreement, should Verifo breach this Agreement, the compensation payable to the Client by Verifo will not exceed the average of the Fees paid by the Client to Verifo in the last 3 months before the breach, but in any case not more than 500 EUR.
- 13.16. A Party is released from liability for non-performance of the Agreement if it proves that the Agreement has not been executed due to a Force Majeure event. The Parties must notify in writing (including e-mail) about the occurrence of Force Majeure circumstances that prevent the fulfilment of the Agreement within 14 (fourteen) calendar days from the date of the occurrence of these circumstances.

#### **14. VALIDITY AND TERMINATION OF THE AGREEMENT, CLOSURE OF THE ACCOUNT**

- 14.1. The Agreement enters into force on the day You register for the Profile and is valid indefinitely until the termination of the Agreement. The Agreement automatically expires on the same day when all account agreements concluded with Verifo are terminated.
- 14.2. Verifo shall have the right, unilaterally, out of court and without giving reasons, to terminate this Agreement by giving the Client written notice on paper or using another durable medium (e.g. e-mail) no later than 60 calendar days prior to the termination of the Agreement.
- 14.3. The Client is entitled to unilaterally, out of court, terminate this Agreement by giving written notice to Verifo not later than 30 calendar days in advance. In this case, the Client must fully settle with Verifo. The Client is not entitled to a refund of the paid Fees.
- 14.4. You can also terminate this Agreement if You do not accept changes informing Verifo before these changes are started to apply.
- 14.5. Termination of this Agreement also determines closure of Your Profile and all Accounts.
- 14.6. You may also ask to close one or more of Your Accounts without terminating this Agreement. If You wish to close all Your Accounts, You have to terminate this Agreement.
- 14.7. By terminating this Agreement, closing Your Account, You shall notify Us if You wish to receive Account (-s) statement (-s) for the last 36 months of use.
- 14.8. Verifo's partners and/or operators of payment systems shall be entitled to restrict, suspend, or terminate the Agreement for any reason.
- 14.9. Verifo has the right to unilaterally terminate the Agreement without additional notice, if no operations have been performed in the Account for one calendar year (automatic payment of the administration fee is not considered as transactions).

Upon termination of the Agreement, Verifo, given the instruction of the Client, transfers the balance of the Account (after deduction of Fees payable to Verifo and other amounts) to another account of the credit, e-money or payment institution held in the name of the Client. If the Client has not given an order to transfer funds to another account, Verifo, at its own discretion, transfers funds to internal accounts of Verifo and informs the Client about it or transfers the funds to the last Client's account known to Verifo in another financial institution.

- 14.10. If Your Account holds a balance and You have other Accounts, the balance will be transferred to the other Account at the time of closure. If You do not have one, You have to withdraw Your funds until the Account will be closed. After termination of this Agreement You will not be able to access your Profile, but You may withdraw any remaining funds by contacting our customer support and requesting that the funds would be transferred to Your bank account. Additional Fees might be applied for the storage of Your funds after termination of this Agreement.
- 14.11. You may not close your Account, terminate this Agreement to avoid an investigation. If You attempt to close your Account / terminate this Agreement while Verifo is conducting an investigation, We may freeze the Profile / Account (s) to protect all parties to the Verifo Services, its affiliates, or a third party against any liability. You will remain liable for any obligations related to Your Verifo Account and Your activity even after it is closed.
- 14.12. The termination of this Agreement will not affect any of our rights or Your obligations arising under these terms of use. Any terms which by their nature should survive, will survive the termination of this Agreement.
- 14.13. Without prejudice to any rights that are set under this Agreement, or any Party's other rights or remedies, either Party may at any time terminate this Agreement with immediate effect by giving written notice to the other Party if:
  - 14.13.1. the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - 14.13.2. the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that the party has no intention or ability to comply with this Agreement;
  - 14.13.3. the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from this Agreement; and / or
  - 14.13.4. the other Party is subject to a bankruptcy, insolvency, winding up or other similar event.
- 14.14. Without prejudice to any rights that are set under this Agreement or any of the party's rights or remedies, We may at any time terminate this Agreement within date specified in written termination notification if:
  - 14.14.1. We are unable to verify Your identity and provided information;
  - 14.14.2. We have reason to believe that Your use of the Verifo Services might negatively affect the Verifo Services, Verifo System;
  - 14.14.3. You have acted or omitted to act in any way which we reasonably determine to diminish Verifo reputation and/or goodwill and/or which We reasonably determine or suspect to give rise to any offense or any increased risk or liability to us;

- 14.14.4. You do not fulfil or improperly perform the obligations provided for in the Agreement, refrain from providing required information to Verifo or it becomes evident that You, at the time of concluding the Agreement or later submitted to Verifo incorrect or misleading information, or it becomes clear that You engage in activities unacceptable to Verifo, illegal activities related to money laundering and/or terrorist financing;
- 14.14.5. You are engaged in such acts or activities that is considered by Verifo, Verifo's partners or operators of payment systems to be inconsistent with the terms and conditions of Verifo's partners or operators of payment systems, or other instructions given to You, or is deemed to be fraudulent or otherwise wrongful.

## **15. SECURITY**

- 15.1. You shall pay attention to the fact that Verifo Services are financial services, accordingly You shall take all reasonable steps to protect Your Profile, Account, Personalized Safety Features and Your hardware/ software used for login to Profile. Any fail to do so may cause You financial losses.

### **15.2. Password/PIN**

- 15.2.1. Any password You create shall be unique and consist of at least 8 symbols, including capital and small letters, numbers and special symbols.
- 15.2.2. The password shall not include information about You, family members, pets which can be known or easily guessed by third persons, such as: names, surnames, birth dates, addresses or their fragments. Also, it shall not consist of easily memorable and/or guessable combinations of numbers and letters.
- 15.2.3. Password, PIN shall be changed at least once in 3 or 6 months.
- 15.2.4. The password, PIN shall not be used for logins to other systems, accounts, etc.
- 15.2.5. You shall remember password, PIN and not write it down anywhere, shall not enter in mobile phone, email or other electronic means of communication, and shall not reveal it to third persons. You are solely responsible for the safety of password and PIN.
- 15.2.6. Verifo does not initiate notifications (via SMS messages, emails, calls, etc.) with the offer/request to change the password or links to the password reset page. If the You receive such notification, You shall immediately inform our customer support.
- 15.2.7. If You receive any SMS or email, questionnaires, surveys, or other links that require You to provide your PIN, password or other Personalized Safety Feature, You shall not provide Your information and contact our customer support.
- 15.2.8. If You believe that the password, PIN may be known to any third person, You shall immediately change it and contact our customer support.

### **15.3. E-mail/Phone**

- 15.3.1. Your email, phone used for communication with Verifo, authentication shall be secured with password/PIN as it is described above.
- 15.3.2. Email and phone shall be used only by You.
- 15.3.3. If You notice any suspicious activity on email account, You shall immediately inform our customer support thereof and change email and Profile passwords.
- 15.3.4. If You lose Your phone, You shall immediately inform our customer support and change Your Profile passwords.

### **15.4. Devices/Software**

- 15.4.1. You shall have a continuously updated antivirus program installed on Your devices.
- 15.4.2. All Your devices used to login to Profile, to communicate with Verifo shall be secured with a PIN or password.
- 15.4.3. You are responsible for safety of devices used to log in to the Profile, shall not leave them unattended, in public places or otherwise easily accessible to third persons.
- 15.4.4. You shall update software, applications, antivirus programs, browsers and other programs in time.
- 15.4.5. You shall use only original software and its standard instruments provided with the device and shall not perform any amendments to the system files.
- 15.4.6. You are forbidden to use features which allow to save login data on the device or browser.
- 15.4.7. You shall close any application used for login, transactions, other services every time You are not using it.

### **15.5. Profile**

- 15.5.1. After finishing work within the Profile You shall log out from the Verifo System and shall not leave the Profile accessible to third persons.
- 15.5.2. You are highly not recommended to login to the Profile via public computers or devices of other persons.
- 15.5.3. You shall update contact information on the Profile in time (including but not limited to phone number and email address), so that Verifo could contact You.
- 15.5.4. You shall perform all reasonable instructions provided in the Verifo System, related to safety of payment instruments, personalized safety features.
- 15.5.5. If You notice any suspicious activity on Profile and believe that third persons may have logged in Your Profile, You shall immediately inform our customer support thereof and request to freeze the Account.

### **15.6. Our Rights**

- 15.6.1. We can freeze (block) Your Profile, Account, payments instrument if Verifo has suspicions related with safety of Your Profile, Account, payment instrument, unauthorized or unfair usage of Account, payment instrument, if there is high risk that You may not fulfill Your payment obligations.
- 15.6.2. Where it is possible, We will provide You with the relevant information regarding the actions imposed, but We may be unable to do so in accordance with the appropriate legislation or safety requirements.

### **15.7. Information About Security Breaches**

- 15.7.1. If We have reasons to believe that any security breach or fraud might have happened, We will inform You about our concerns via Verifo System. In case the provision of information via Verifo System would not be possible, We will provide You encrypted message via email. General security concerns might be provided via public means of communication (such as social networks or media).

## **16. COMPLAINTS**

- 16.1. Any complaints about Us or the Services We provide should be addressed to Our customer support no later than within 3 months after becoming aware of a violation of Your rights or legitimate interests.
- 16.2. You should clearly indicate that You are wishing to make a complaint to Us. You should submit a complaint according to Our Complaints Policy and this Agreement.

- 16.3. The complaint will be investigated and the response will be provided within 15 (fifteen) business days as of its receipt, unless the response cannot be provided within 15 (fifteen) days due to reasons beyond Our control. In this case We will inform You about the reasons for the delay and the final deadline. In any case, the deadline for the final response will not exceed 35 (thirty-five) business days.
- 16.4. If Your complaint is not satisfied, is partially satisfied or You have not received a response from Us, You have the right to apply to the court of the Republic of Lithuania or if You are a natural person, to the Bank of Lithuania (within one year after receiving an unsatisfactory response from Us). You can find more information [here](#).
- 16.5. If You are a legal person and You have well-founded suspicions that We have breached certain provisions of legal acts on the financial market, You can also submit a complaint to the Bank of Lithuania.
- 16.6. Ways of bringing complaints and disputes before the Bank of Lithuania:
  - 16.6.1. Via the electronic dispute settlement facility E-Government Gateway
  - 16.6.2. By completing a Consumer Application Form and sending it to the Supervision Service of the Bank of Lithuania at Žalgirio g. 90, LT-09303, Vilnius, email: [pt@lb.lt](mailto:pt@lb.lt) or Totorių g. 4, LT-01121, Vilnius, email: [info@lb.lt](mailto:info@lb.lt)
  - 16.6.3. By filing out a free-form application and sending it to the abovementioned addresses
- 16.7. Your complaint, Our response and all leading documents will be stored for 5 years from the provision of Our final response to You, unless other legal acts provide for longer retention periods.

## **17. INTELLECTUAL PROPERTY**

- 17.1. Verifo System, the Website, Services, logo and all intellectual property rights contained therein, including but not limited to any content, are owned or licensed by Us. Intellectual property rights mean rights such as: trademarks, copyright, domain names, database rights, design rights, patents and all other intellectual property rights of any kind whether or not they are registered (anywhere in the world). You may not copy, imitate or use them without our prior written consent.
- 17.2. Nothing in this Agreement grants You any legal rights to the Verifo System and/or the Website, other than is necessary to enable Your access to Profile/Accounts.

## **18. WARRANTIES**

- 18.1. Verifo Services, Verifo System are provided on an "as is" and without any express, implied or statutory representation or warranty.
- 18.2. Verifo does not warrant that the Services will be uninterrupted or error free. Verifo shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, performing, completion or settlement of transactions or the Services.
- 18.3. Verifo does not have any control over the products or services that are paid for using the Services. Verifo is not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the Services.

## **19. THIRD PARTY PROVIDERS**

- 19.1. You can choose to allow a third party provider to access information on Your Account, to make payments from your Account, if third party provider has license for such activity and Your explicit consent. Verifo is not liable for any actions of such third party providers.

- 19.2. If you do, you must inform Us of any incorrect or unauthorized transactions that happened so We could take steps to stop further misuse of Your payment instruments and arrange any refund You've been entitled to.
- 19.3. We can refuse or stop access to a third party provider if We believe it isn't authorized or if we believe it's fraudulent or acting fraudulently. If that happens, We'll inform You why unless We believe that would compromise our security or it would be unlawful.

## **20. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 20.1. The law of the Republic of Lithuania is applicable to this Agreement. Any dispute, not settled by negotiations or other pre-trial procedures, shall be settled in the competent court of the Republic of Lithuania according to the registration address of Verifo.
- 20.2. The execution of this Agreement is also governed by the Civil Code of the Republic of Lithuania, the Law on E-money and E-money Institutions of the Republic of Lithuania, the Law on Payments of the Republic of Lithuania, other laws and legal acts, as well as other internal Verifo's acts regulating the performance of operations.

## **21. CONCLUDING PROVISIONS**

- 21.1. You cannot assign or transfer legal ownership of the Account to anyone.
- 21.2. You may not transfer or assign or sell any rights or obligations you have under this Agreement or otherwise grant any third party a legal or equitable interest over your Account without Verifo prior written consent.
- 21.3. Verifo reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement to third parties at any time without Your consent.
- 21.4. The terms of the Agreement may be changed by written agreement between the Parties, except in cases stipulated by the Agreement, where Verifo has the right to modify the Agreement unilaterally.
- 21.5. If any provision of this Agreement is or becomes invalid, the validity of the other provisions remains unchanged. An invalid provision should be replaced by a valid provision, the economic and legal purpose of which should be as close as possible to the invalid provision.
- 21.6. The Parties undertake to protect each other's technical and commercial and other confidential information, except for publicly available information obtained in the course of performance of the Agreement, and not to transfer it to third parties without the written consent of the other Party or its authorized representatives.
- 21.7. Verifo undertakes to provide, on paper or on another durable medium (including e-mails), information on the terms and conditions of this Agreement and the provision of E-money and Services to the Client.
- 21.8. The Client is obliged to comply with Law on E-money and E-money Institutions of the Republic of Lithuania and the Law on Payments of the Republic of Lithuania (and subsequent amendments thereto), and the Client undertakes to comply with it throughout the period of validity of the Agreement. The Client also undertakes to comply with other legal acts of the Republic of Lithuania related to the provision of E-money and payment services, including security requirements and other legal acts regulating the activities of the Client. These legal acts form an integral and inseparable part of the Agreement.
- 21.9. The Parties declare that, at the time of signing the Agreement, they are not aware of any circumstances prohibiting the conclusion of this Agreement or restricting the right of the Parties to conclude this Agreement. The Client declares that all the

conditions of the Agreement are in accordance with his will, the terms and conditions of the Agreement, its content and the consequences of its conclusion are understandable and clear to him.