

## TERMS AND CONDITIONS OF ELECTRONIC SERVICES

Effective from 01/02/2022

### 1. Main Definitions

- 1.1. **Authorization** shall mean the process of verification of the Client's/Authorised Person's right to access the Electronic Channels of the Bank following the identification of the Client/Authorised Person.
- 1.2. **Bank** shall mean Medicinos Bankas UAB, reg. No. 112027077, registered address: Pamėnkalnio g. 40, LT-01114, Vilnius, Republic of Lithuania. Bank's e-mail: [info@medbank.lt](mailto:info@medbank.lt), Bank's telephone: 19 300, for calls from abroad: +370 5 264 4800, Bank's website: [www.medbank.lt](http://www.medbank.lt).
- 1.3. **Electronic Channels** shall mean the Bank's internet banking system (IBS), Bank's mobile app (BMA), e-Platform and other electronic channels for providing Bank services, which allow the Client to conclude transactions, make payment orders, exchange information with the Bank and use other services provided by the Bank by means of distance communication.
- 1.4. **E-signature** shall mean the data in electronic form used to identify the Client/Authorised Person or confirm a payment or other type of transaction initiated by the Client/Authorised Person.
- 1.5. **E-Platform** shall mean an online credit system, enabling the user to submit a credit application, receive the Bank's credit decision, enter into a credit agreement in accordance with the credit rules and general terms and conditions of the Bank, and perform other actions related to receiving and using credit by means of distance communication.
- 1.6. **IBS** shall mean an internet banking system accessible via the internet, where the Client/Authorised Person, upon signing in, can manage their Bank account at any time of the day. IBS address: <https://ibs.medbank.lt>.
- 1.7. **Authorised Person** shall mean a legally capable natural person (national of the Republic of Lithuania or another country), who according to legislation of the Republic of Lithuania, Articles of Association of the Client, power of attorney, online account management agreement or other legitimate basis has the right to use the Electronic Channels on behalf of the Client. The Client may authorise one or more persons to use the Electronic Channels on their behalf. The Bank shall sign a separate annex to the Agreement with the Authorised Person.
- 1.8. **Client** shall mean a natural or legal person who has signed an Agreement with the Bank and is the holder of accounts specified in the Agreement or subsequently assigned to the Client, entitled to use the Electronic Channels.
- 1.9. **Credit Agreement** shall mean a credit agreement between the Bank and the Client, whereby the Bank provides credit to the Client.
- 1.10. **BMA** shall mean the Bank's mobile application accessible to the Client/Authorised Person via the software downloaded to the smart device, which allows the Client/Authorised Person to perform the Transactions allowed by the Bank. Internet is required for full operation of the mobile banking system.
- 1.11. **Payment Initiation Service Provider** shall mean the payment service provider that provides a payment initiation service.
- 1.12. **Payment Initiation Service** shall mean the payment service, where a payment order is initiated from a payment account with the Bank upon request of the Client.
- 1.13. **Transaction limits** – *the maximum amount of a single transaction, transactions of the same day and one month agreed on by the Parties, within which the Customer/Authorised Person can perform transactions in each Account in a chosen currency.*
- 1.14. **Payment Account Information Service Provider** shall mean the payment service provider that provides a payment account information service.
- 1.15. **Payment Account Information Service** shall mean the payment service, where upon request of the Client, consolidated information about one or more Client's accounts with the Bank is provided online via the Payment Account Information Service Provider.
- 1.16. **Terms and Conditions of Services** shall mean these Terms and Conditions of Electronic Services.
- 1.17. **Transactions** shall mean a transfer of funds from the account, providing information to the Client about the transactions and balance in the Account, submitting Client's requests and notices to the Bank via Electronic Channels, and other actions related to the Bank's services, which may be performed or used via all or one of the Electronic Channels, including signing any agreements with the Bank or submitting documents or copies thereof by means of distance communication (if the Bank allows to sign such agreements or submit such documents by Electronic Channels).
- 1.18. **Initial Password** shall mean the password provided by the Bank to the Client/Authorised Person, which may be used for signing in to IBS or BMA for the first time, if required by specific means of identification.
- 1.19. **Account** shall mean the Client's account(s) with the Bank managed via Electronic Channels.
- 1.20. **Smart-ID** shall mean an online identification tool, which allows to authorise the Client/Authorised Person and/or confirms a payment or other type of transaction initiated by the Client/Authorised Person.
- 1.21. **SMS code** shall mean a secret, one-time six-character combination of numbers required to confirm the signing in/signature, which shall be sent to the Client/Authorised Person by SMS as a means of identification.

- 1.22. **SMS** shall mean a short text message used to send an SMS code to the Client/Authorised Person and, in case of signing a payment, additional information dynamically linked to the payment in order to identify the signed transaction. SMS shall be used for identification of the Client/Authorised Person, confirmation of payments and authorisation of agreements. SMS shall be sent to the telephone number indicated in the Agreement or specified by the Client/Authorised Person by Electronic Channels. SMS shall be sent to the last telephone number specified by the Client/Authorised Person.
- 1.23. **Agreement** shall mean the Online Account Management Agreement between the Bank and the Client. These Terms and Conditions of Services and the Rules of Payment Services of the Bank and/or the Credit Agreement concluded by the Parties via e-Platform.
- 1.24. **Means of Identification** shall mean all and any means for identification of a person or confirmation of a payment or other type of transaction referred to in these Terms and Conditions of Services.
- 1.25. **User ID** shall mean a sequence of digits provided to the Client/Authorised Person and indicated in the Agreement, used for identification of the Client/Authorised Person via the Electronic Channels.

In the Terms and Conditions of Services, the Client and the Bank may collectively be referred to as the “Parties” and individually as the “Party”. In the Terms and Conditions of Services, the above terms may be used in the plural according to the context.

## **2. The Use of Electronic Channels**

- 2.1. The Bank, in providing services via Electronic Channels, and the Client/Authorised Person, in using such services shall follow the agreements concluded and signed between the Bank and the Client, Rules of Payment Services of the Bank and the provisions of these Terms and Conditions of Services.
- 2.2. The Client/Authorised Person shall gain access to Electronic Channels once the Client enters into a Credit Agreement with the Bank via e-Platform or:
  - 2.2.1. the Client enters into the Online Account Management Agreement with the Bank;
  - 2.2.2. the Client agrees on a list of Accounts which shall be managed via Electronic Channels and a list of Authorised Persons who may individually or collectively use the Electronic Channels;
  - 2.2.3. receives the User ID and Initial Password from the Bank, which shall be changed by the Client/Authorised Person after the first signing into IBS or BMA;
  - 2.2.4. provides a telephone number for the Bank to send an SMS or indicates to the Bank that they have other Means of Identification acceptable to the Bank.
- 2.3. Performance of Transactions via Electronic Channels:
  - 2.3.1. Transfer of funds (from and to the Client’s account) shall be performed in accordance with the Rules of Payment Services applicable in the Bank;
  - 2.3.2. Additional identification of the Client/Authorised Person by IBS and BMA for performing a Transaction with the Client’s account shall be carried out if prompted by the system using the Means of Identification of the Client/Authorised Person.
  - 2.3.3. The Client/Authorised Person undertakes not to duplicate payment orders submitted via IBS or BMA by other means. The Client/Authorised Person may cancel or revise the payment order only until the moment of execution of the payment order, i.e. until IBS or BMA allows to cancel or edit the payment order.
- 2.4. The Client/Authorised Person may submit notices and information to the other Party using IBS. In the cases provided by the Bank, the Client/Authorised Person shall submit the notices sent by IBS by completing a form provided by the Bank.
- 2.5. The Client/Authorised Person and the Bank agree that payment orders sent via IBS and BMA, agreements concluded via IBS and various notices sent by IBS shall have the same legal power as payment orders, agreements and notices made in writing.
- 2.6. The Bank undertakes to provide consultations to the Client/Authorised Person on the matters related to the Electronic Channels.

## **3. Security of Electronic Channels and Suspension of Services**

- 3.1. If the Client/Authorised Person enters incorrect SMS code, password or other Means of Identification four times in a row, the Bank undertakes to temporarily (up to 30) minutes limit the provision of IBS and BMA services via Electronic Channels for each subsequent attempt (including the fourth attempt) of using an incorrect SMS code, password or other Means of Identification. The maximum possible number of such subsequent attempts shall be eight.
- 3.2. If the Client/Authorised Person enters incorrect SMS code, password or other Means of Identification eight times in a row, the Bank undertakes to suspend the provision of IBS and BMA services via Electronic Channels.
- 3.3. The Bank shall resume the provision of IBS and BMA services via Electronic Channels by unblocking the Client’s/Authorised Person’s access to the Electronic Channel or by restoring the Initial Password of the Client/Authorised Person, if the provision of Electronic Services was suspended due to incorrect password as follows:
  - 3.3.1. After unblocking (which shall be carried out only upon the Client’s/Authorised Person’s call to the Bank’s telephone number and identification of the Client/Authorised Person or upon sending a signed request to the Bank), the Client/Authorised Person shall be allowed to sign into IBS and BMA using the last valid password for the number of times specified in paragraphs 3.1 and 3.2.
  - 3.3.2. Upon the Client’s/Authorised Person’s arrival to the Bank and submission of a signed free-form application, the Initial Password indicated in the Online Account Management Agreement.

- 3.4. In the event of a risk that the User ID, access to telephone number (SIM card) used for sending SMS or other Means of Identification have become known or available to third parties, the Client/Authorised Person shall immediately notify the Bank and request that access to Electronic Channels be blocked. Requests to block access to Electronic Channels may be submitted in writing upon arrival to the Bank or verbally by calling the telephone number specified by the Bank and upon identification of the Client/Authorised Person. If the Bank blocked the Client's/Authorised Person's access based on a verbal request of the Client/Authorised Person by telephone, the Client/Authorised Person shall submit a written request at the earliest opportunity. The Bank shall unblock the Client's/Authorised Person's access to Electronic Channels of the Client/Authorised Person only upon receipt of written request from the Client/Authorised Person.
- 3.5. The Bank shall have the right not to execute payment orders made by the Client/Authorised Person or suspend the provision of Electronic Services in the following cases without any negative consequences to the Bank:
  - 3.5.1. Existence of technical obstacles that can cause damage to Electronic Channels or the Client/Authorised Person;
  - 3.5.2. Existence of risk that Electronic Services may be used by a person other than the Client/Authorised Person;
  - 3.5.3. The form of payment orders does not meet the requirements of Electronic Channels;
  - 3.5.4. Insufficient funds in the account for all payments;
  - 3.5.5. Existence of other important reasons why payment order received from the Client/Authorised Person cannot be executed.
- 3.6. Having discovered the existence of the circumstances referred to in paragraph 3.5, the Bank shall immediately notify the Client. In case of the circumstances referred to in paragraph 3.5, services shall be resumed after the disappearance of the circumstances referred to in paragraph 3.5 and, if the fact of disappearance of the circumstances may be confirmed by the Client/Authorised Person, upon receipt of written confirmation of the Client/Authorised Person.
- 3.7. If the Client/Authorised Person provides the Means of Identification to third parties providing Payment Initiation or Account Information services, the Client/Authorised Person shall comply with the safety recommendations for the choice of providers of the aforementioned services. Once the Client/Authorised Person provides the Means of Identification when signing into the Electronic Channels or confirming the Transactions permitted by the Bank, the Bank shall allow such service providers to follow such authentication procedure and provide access to the Client's/Authorised Person's information stored on Electronic Channels. The actions of the Client/Authorised Person performed via Payment Initiation or Account Information Service Providers shall be deemed performed by the Client/Authorised Person.
- 3.8. The Bank shall have the right to deny access to the Client's Accounts and Electronic Channels to Payment Initiation or Account Information Service Providers due to objective and well-founded reasons related to unauthorised or fraudulent access of such service provider to the Account and IBS, including unauthorised or fraudulent initiation of a Transaction.
- 3.9. The Bank shall have the right to unilaterally change the limits set out in Annex 1 to the Agreement by giving notice to the Client not later than five (5) days before their effective date.
- 3.10. The Bank shall have the right to suspend the provision of Electronic Services for valid reasons (maintenance, software failure, replacement or development, etc.).

#### **4. Transaction limits**

- 4.1. *When concluding or amending the Agreement, in Annex 1 to the Agreement, the Customer/Authorised Person and the Bank may agree to set the limits for a single transaction, day and/or month which shall apply to all bank accounts of the Customer. The amount of the Transaction Limits also includes Transactions initiated through the Payment Initiation Service Providers.*
- 4.2. *The Transaction Limits shall not apply to payments between the Customer's accounts within the Bank (including the conclusion of deposit agreements and currency exchange), except when the payment order between the Customer's accounts within the bank is submitted using the SEPA payment form.*
- 4.3. *If the Transaction amount exceeds the limits specified in Annex 1 to the Agreement, the Bank shall not execute such Transaction.*
- 4.4. *The Customer/Authorised Person may change the Transaction Limits applicable to the Account:*
  - 4.4.1. *via the Internet Banking System (IBS) or Mobile Banking Application (MBA) not later than one day before the intended effective date of the changes.*
  - 4.4.2. *at a Bank branch, by submitting a request to amend the terms of the Agreement on the same day and signing the amendment to Annex 1 to the Agreement.*
- 4.5. *The maximum Transaction and/or daily limit cannot exceed EUR 200,000, and the monthly limit – EUR 2,000,000, if the confirmation of the changed limits was given via the IBS or MBA.*
- 4.6. *The Bank shall have the right to unilaterally change the limits specified in Annex 1 to the Agreement by notifying the Customer thereof at least 5 days before the effective date of the changes.*

#### **5. Responsibilities**

- 5.1. The Bank shall not be responsible for:
  - 5.1.1. The changes to the Client's/Authorised Person's data transmitted via Electronic Channels that occurred before the moment such data actually reaches the Bank;
  - 5.1.2. The accuracy of data provided by the Client/Authorised Person via Electronic Channels;
  - 5.1.3. The losses caused by intent, gross negligence and carelessness of the Client/Authorised Person, if the User ID, password, SMS, SMS code or other data of the Means of Identity have been disclosed to third parties or the Means of Identification has been made accessible to third parties or other Authorised Persons or other representatives of

the Client, if this is not due to the fault of the Bank;

- 5.1.4. The losses caused by the duplication of payment orders submitted via Electronic Channels by other means by the Client/Authorised Person;
- 5.1.5. Failures in communications networks where the Client/Authorised Person is unable to use the Electronic Channels or loses information or such information gets distorted;
- 5.1.6. The Client's inability to use the Electronic Channels because they do not have the hardware, software or other equipment or such equipment was not suitable for use.
- 5.2. The Client/Authorised Person shall be responsible for the accuracy of information sent to the Bank and confirmed via Electronic Channels, including the telephone number used for sending SMS codes, beneficiary, beneficiary's account and beneficiary bank identification data.
- 5.3. The Client/Authorised Person undertakes to keep the User ID and password provided by the Bank confidential and not to disclose or make them or other Means of Identification available to third parties in any form. The losses associated with the loss/disclosure of the User ID, password and other Means of Identification or failure to fulfil the obligations of the Client/Authorised Person set out in the Agreement shall be borne by the Client.
- 5.4. The losses that occurred after giving notice to the Bank as provided in paragraph 3.3 of the Terms and Conditions of Services shall be compensated by the Bank, unless such losses occurred due to intent or gross negligence of the Client/Authorised Person.
- 5.5. The Client/Authorised Person shall be responsible for taking all possible security measures (e.g. SIM card security, timely updating of antivirus, anti-spyware applications and other measures), which would allow secure performance of Transactions without disclosing any information to third parties, when using their computer, mobile device, software or other equipment. If the Client fails to comply with these requirements, the Bank shall be released from any liability or performance of obligations related to the Agreement.

## **6. Changes to Terms and Conditions of Services**

- 6.1. Terms and Conditions of Services shall be changed and supplemented in accordance with procedure prescribed by the Rules of Payment Services of the Bank. The Client shall be notified about any changes or additions to the Terms and Conditions of Services on the Bank's website [www.medbank.lt](http://www.medbank.lt).
- 6.2. The entry into force of these Terms and Conditions of Services shall terminate the Terms and Conditions of Electronic Services of Medicinos Bankas UAB approved by Resolution of 1 February 2021 (Minutes No. 01-7/21).