

ConnectPay

Agreement for Online Banking
No. _____

Version CP-L-CO-M-004.1

ConnectPay UAB, a company incorporated and registered under the laws of Lithuania, with legal entity code 304696889, having its registered office address at Gedimino Av. 20, 01103, Vilnius, Lithuania (hereinafter referred to as the “Institution”),

User specified in the Special part and

Customer

Name, surname / Name of legal entity _____

Natural Person / Legal code _____

Residence address / Registered office address _____

Correspondence address _____

Email address _____

Telephone _____

Who is represented by (to be filled in when this agreement is signed by the Customer’s representative):

Name, surname _____

Personal identification number _____

Hereinafter collectively referred to as the “Parties”, and each individually as a “Party”, have entered into this Agreement on Electronic Money and Payment Account (hereinafter referred to as the “Agreement”).

1. Definitions used in this Agreement

- 1.1. “A one-time password” means a unique one-time password used instead of a written signature of the Customer and intended to identify the Customer and confirm the Instructions sent to the Customer’s Institution by Electronic Channels.
- 1.2. “Electronic money” means monetary funds transferred to the Account opened on behalf of the Customer and managed by the Institution for payment purposes (Electronic Money can be simply identified as funds in the Agreement).
- 1.3. “Identification Measures” mean the log in name, registration password, one-time password (code) given to the Consumer by the Institution, or other authentication measures submitted to the Customer for confirmation of the Consumer identity.
- 1.4. “The Institution’s business day” means the day when the Institution carries out its activities necessary for the performing of payment transactions.
- 1.5. “Customer” means a person who has entered into this Agreement with the Institution.
- 1.6. “Order” means an instruction on the disposal of funds in the Account submitted to the Institution by Electronic Channels or an instruction related to other Account handling operations or services provided by the Institution.
- 1.7. “Account” means IBAN account no. _____ opened with the Institution on behalf of the Customer.
- 1.8. “Website” means a website of the Institution at www.connectpay.com.
- 1.9. “Standard rates” means the rates for services provided and transactions performed approved by the Institution.
- 1.10. “User” means the Customer or the Customer’s representative specified in the Agreement (a natural person) who shall have the right to manage the Customer’s account through the Electronic Channels and the data which shall be specified in the special part of the Agreement.
- 1.11. Other definitions used in the Agreement shall be in accordance with the definitions specified in the [Terms and Conditions](#) and [Payment Guidelines](#).

2. Subject Matter of the Agreement

- 2.1. By this Agreement the Institution undertakes to provide the User with the possibility to submit Orders by electronic means of computer communication and thus to manage the funds on the Account. Unless otherwise specified in the Agreement, it shall be deemed that the User who is signatory to this Agreement, shall be entitled to manage all the Customer's accounts opened with the Institution by electronic means, including the accounts which the Institution will open for the Customer in the future after the signature of this Agreement, in which the Institution is authorized to perform transactions, and make use of other services provided by the Institution if the Institution allows such actions.

3. The Institution undertakes to:

- 3.1. Consider that the User is identified and allow the User to use electronic services provided remotely if the correct User Identification Measures were used during the log in to the Account. Orders, requests, notices, provided by the User by electronic means of computer communication or other actions performed shall be separately approved using the appropriate Identification Measures.
- 3.2. Properly execute the Orders of the User provided through Electronic Channels under the Terms and Conditions on the provision of services of the Institution provided:
 - 3.2.1. Orders for the Account transactions submitted by the User by electronic means of computer communication meet the terms and conditions of the Agreement, the general Terms and Conditions on provision of services of the Institution and other requirements established by the Institution;
 - 3.2.2. The Account has sufficient funds to execute the Order submitted and debit a fee for the Order executed in accordance with the rates approved by the Institution;
 - 3.2.3. Funds on the Account are not seized or the right to dispose of funds on the Account are otherwise restricted;
 - 3.2.4. Restrictions of other laws or provided in the Account Agreement concluded between the Institution and the Customer are not applicable to the Order when the Institution is entitled or obliged not to execute orders to debit funds from the Customer's Account;
 - 3.2.5. The Customer shall not exceed the transaction limit set by the Institution for a particular Identification Measure or chosen by the Customer.
- 3.3. Provide advice to the Customer on the use of the Account remotely.

4. The Customer undertakes to:

- 4.1. Meet with the requirements provided in the Agreement;
- 4.2. Ensure that only the Users specified in the Agreement log in to the Account remotely with the granted Identification Measures and make use of the Account;
- 4.3. Consider that the User Identity is established and Orders, notices submitted to the Institution, or other actions performed using electronic means of computer communication are properly authorized and to assume all obligations arising from such actions if during the time of remote log in to the Account and submission of Orders the appropriate User Identification Measures have been used;
- 4.4. Ensure the security of the Identification Measures provided by the Institution, not to enter the Identification Measures data on the items stored along with them, and not to allow third parties to access and / or dispose of them;
- 4.5. Pay the fees for operations and services approved by the Institution for the issuance and exchange of Identification Measures, for execution of the Orders provided by electronic means of computer communication, other services provided by the Company, and to ensure that the Account has sufficient funds to execute the Orders and pay the applicable rates;
- 4.6. Provide the Institution with the right to record telephone conversations between the Institution and the Customer / User when the Customer / User asks to block the access to electronic services remotely or to unblock. Conversation records shall be considered evidence of possible disputes.

- 4.7. Inform the Institution immediately if the Customer's address, account numbers, mobile telephone number or other particulars specified in the Special Part of the Agreement change. In case of failure to comply with this requirement, the Customer cannot raise claims and objections that the actions of the Institution performed on the basis of the latest known Customer's details do not comply with the Agreement, or that it has not received any messages sent according to those details and / or could not access the Account and submit the Orders.

5. Provision, Use, Modification and Blocking of Identification Measures

- 5.1. The Institution and the Customer agree that the Identification Measures provided to the User by the Institution shall be used to authenticate the User Identity. If the appropriate User Identification Measures have been used during the time of log in to the Account remotely, the User Identity shall be deemed to have been authenticated. Orders provided by the User by electronic means of computer communication using electronic means of computer communication will only be executed when they are confirmed by a one-time password. Orders submitted to the Institution by electronic means of computer communication approved by the Identification Measure shall be in all cases equivalent to the Orders to the Institution signed by the Customer.
- 5.2. The User shall use electronic services of the Institution via Internet by logging in to server of the Institution at the address indicated by the Institution. The Institution shall identify the Customer according to the log in given to the User, the registration password and the one-time confirmation password. The log in shall be given to the User upon signing the Agreement and shall be valid the entire period of validity of the Agreement.
- 5.3. The Customer undertakes to ensure that the Identification Measures will be known only to the Users specified in the Agreement, and neither the Customer nor the User will transfer them to third parties. If due to the fault of the User the Identification Measures shall be used by a person who does not have such right, the payment order received by the Institution, the change of payment order or cancellation shall be deemed submitted by the User.
- 5.4. If the User loses the mobile phone to which a one-time password is sent by SMS, in case of suspicion of their unauthorized use by third parties, the Customer or the User undertakes to immediately submit to the Institution a request for blocking the access to electronic services. The request shall be presented orally by phone +44 7480 549333. When submitting a request, the Customer or the User must indicate his full name, personal identification number and answer the Security Question used to identify the customer by telephone and indicate the reason for the blocking of the access to electronic services. The Institution shall be entitled to require additional information to identify the person submitting the request. The Institution shall block the access to electronic services on the basis of a request received.
- 5.5. The Institution shall have the right to block the access to electronic services:
 - 5.5.1. If the Institution has been notified of the loss or disclosure of the Identification Measures to a third party, or there are reasonable grounds for believing that the Identification Measures may become known or has become known (available) to third parties;
 - 5.5.2. If incorrect confirmation passwords sent by SMS are submitted five times in a row before using the Institution's electronic services.
- 5.6. The access to electronic services shall be unblocked upon submission of a duly signed written request by the Customer sent to clientcare@connectpay.com. The Institution shall have the right to refuse to unblock the access to services if there is reason to believe that the reasons for blocking have not disappeared. If the access to electronic services has been blocked on the Institution's initiative, the access shall be unblocked only when in the opinion of the Institution there is no reason for blocking.
- 5.7. The Institution shall not be liable for the Customer's losses arising from blocking the access to the electronic services and unblocking if the Institution has acted in compliance with the terms and conditions and procedure provided for in the Agreement.

6. Fees

- 6.1. The Customer undertakes to pay for the use of electronic services the fees set by the Institution, and the Institution shall be entitled, without a separate notice, to debit the fees payable from any Customer's accounts opened with the Institution.
- 6.2. The Customer declares that by signing this Agreement it is familiar with the rates of the Institution for services and operations, and upon initiation of services and transactions agrees to pay a fixed fee.
- 6.3. The Institution shall have the right to change unilaterally the fees of the Institution and undertakes to publish hereof in accordance with the procedure established in the Terms and Conditions on the provision of services of the Institution.

7. Responsibility of the Parties

- 7.1. The Customer assumes full responsibility for the accuracy of the payment documents and the data contained therein, entered and confirmed by electronic means of computer communication using electronic services remotely.
- 7.2. The Customer shall be fully responsible for all transactions on the Account and contracts concluded by electronic means of computer communication provided the appropriate User Identification Measures have been used during the access to the electronic services.
- 7.3. The responsibility of the Institution for the identification of the User shall be limited to verification of the Identification Measures provided to the User.
- 7.4. The Customer and the User shall be prohibited from performing any actions using the Identification Measures or allowing third parties to perform them aimed at altering, disrupting or otherwise influencing the provision (operation) of the electronic services of the Institution. In the event of such modifications or attempts, the Institution shall be exempted from any liability or obligation arising from the execution of this Agreement.
- 7.5. The Parties shall not be entitled to transfer the obligations specified in this Agreement to third parties without the consent of the other party in writing, except in cases provided for by law.
- 7.6. The Institution shall not assume any material liability and shall not be responsible for the compliance of the Customer's payment documents received by electronic means with their originals and the correctness of the data contained therein.
- 7.7. The Institution shall not be responsible if the Identification Measures selected by the User did not function or did not operate properly, the User did not have hardware, software or other equipment or in the event of failure of this equipment.
- 7.8. The Institution shall not be responsible if the Customer is unable to use electronic services due to failures in telecommunication networks or information has been lost and distorted, etc. due to failures in telecommunication networks.
- 7.9. Upon execution of a payment order by the Institution received from the Customer by electronic means of computer communication that does not comply with the printed statement of this Order submitted by the Customer, the Parties shall, in resolving their disputes, follow the payment order received from the Customer by electronic means of computer communication and the data characterizing it.
- 7.10. The Customer or the User specified by it shall be jointly and severally liable for non-performance or improper performance of the Agreement. If the Customer grants the right to the User to manage the Account, the User shall be obliged to execute properly all obligations assumed by the Customer in accordance with this Agreement.
- 7.11. The Customer must fully indemnify the losses incurred by the Institution in connection with the disclosure of Identification Measures, loss of a mobile phone (which is subject to a one-time password), or any other violation of this Agreement if such losses resulted from the Customer's intentional or gross negligence.
- 7.12. The Customer shall bear the losses of up to EUR 150 resulting before the moment of submission of the notice to the Institution specified in Clause 4.4 of the Agreement. The Institution shall compensate the Customer for losses incurred after the submission of the notice specified in Clause 5.4 of the Agreement. The provision regarding the liability of the Institution shall not apply if proved that the loss was caused by intentional or gross negligence of the Customer in the event of failure by the Customer to execute obligations or improper execution of obligations under the Agreement.

Special part to the Agreement for Online Banking No. _____

1. Information about the Customer

Name, surname / Name of legal entity _____

Natural Person / Legal code _____

IBAN account no. _____

2. Information about the User

User No.	Name, surname:	ID number:	Phone number (with country code)

3. User's rights and limits

Can only enter payment orders	The limit amount for one operation, EUR	Daily limit, EUR	Monthly limit, EUR	Is an Administrator of the Agreement

Name, surname, and signature of the Customer	Name, surname, position, and signature of the Institution's representative
	Saulius Racevičius, CEO
L. S. (only for legal entities)	
Date:	Date:

I have become acquainted with the Agreement for Online Banking, I undertake to fulfil the duties assigned to the User.

User's name, surname:

Signature: _____

Date: _____