

CONDITIONS OF PROVISION OF ELECTRONIC SERVICES

I. DEFINITIONS

- 1.1. **Electronic channels** – Bank’s Internet Bank (hereinafter – **IB**), Bank’s mobile application (hereinafter – **App**), SMS bank, self-service system for entrance of contracts with the Bank’s clients, electronic system of online trade in securities and other electronic channels for provision of the Bank’s services or services of the third parties enabling the Client to enter into contracts, to make payment orders, to exchange information with the Bank, and to use other services provided by the Bank with the help of remote connection means.
- 1.2. **Electronic signature** – the signature used of the Client/ User that is formed by electronic communication means enabling to identify the signing person and safeguarding authenticity of the signed electronic documents/ Transactions. The Client/ User may use m-signature and/or Smart – ID.
- 1.3. **IB** – the system of the Bank’s services provided via the Internet Bank accessed from the Bank’s website www.sb.lt.
- 1.4. **Client** – a natural or legal person, who has entered into a Contract with the Bank and who has the right to perform the transactions and/or to receive the services through the electronic channels.
- 1.5. **Payment order** – an order made by the Client to the Bank to perform a transfer or to provide the services through the electronic channels.
- 1.6. **M-signature** – electronic equivalent of ordinary signature that helps to access IB or the App and to sign transactions safely and conveniently with the help of mobile phone and mobile SIM card.
- 1.7. **Payment Rules** – *Rules of Payment Services of Šiaulių Bank* approved by the Bank that govern general terms and conditions of provision of payment services, payment transactions, management of accounts in the Bank’s branches and using the electronic channels. The Payment Rules are available on the Bank’s website www.sb.lt.
- 1.8. **User** – a natural person indicated in the Contract, to whom the Client grants the right to manage or dispose of the funds available in the Client’s account and other Client-related information through the electronic channels. The User and the Client may coincide.
- 1.9. **Transaction** – submission of requests and statements of the Client and/or the User to the Bank through the electronic channels regarding disposal of funds, management of accounts, balance, execution of payment orders, receipt of services and other transactions related to the services provided by the Bank or third parties that may be implemented and/or received through the electronic channels.
- 1.10. **Descriptions of services** – descriptions *Service of Internet Bank* and *Service of Mobile Application* available on the Bank’s website www.sb.lt.
- 1.11. **Conditions of Services Provision** - these *Conditions of Provision of Electronic Services* approved by the Bank (as amended or supplemented), that make an integral part of the Contract. the Client may access them in any branch of the Bank and/or on the Bank’s website www.sb.lt.
- 1.12. **App** – a constituent of the IB system of the Bank’s services provided online that allows managing the funds held in the Bank’s accounts and to perform other transactions through the mobile application of the Bank intended for smart devices.
- 1.13. **Account** – an account opened in the Client’s name in the Bank and indicated in the Contract, as well as all other accounts not indicated in the Contract but opened by the Bank for the Client after the Contract’s conclusion.
- 1.14. **Smart – ID**: app Smart-ID is a simple, safe and smart tool that allows accessing IB and signing the transactions. The Client / the User may download free app to the **smart phone** or tablet from AppStore or Google Play store and to register the account using the means issued by the Bank: Generator, PIN + SMS or m-signature issued by digital certification centres. Smart-ID account may be of two types:
 - 1.14.1. Smart-ID Basic – if the identity was verified at the time of the account’s creation by logging to the Bank’s IB, using the means issued by the Bank: Generator / PIN + SMS, this app will be available only in internet bank of the banks and in the App;
 - 1.14.2. Smart-ID – if the identity was verified at the time of the account’s creation by m-signature, this app will be available to access the Bank’s IB, App and other systems of electronic service providers integrated in the network Smart-ID, and to sign the documents there.
- 1.15. **Contract** means the *Contract for Internet Bank Service* entered by and between the Client and the Bank. Its integral parts: *General Rules, Payment Rules, Rates of Services, Descriptions of Services, Personal Data Protection Rules*, and these *Conditions of Provision of Electronic Services*.
- 1.16. **Identity verification means** – the means issued to the Client / User by the Bank or third parties in order to identify the Client / User and to confirm other transactions performed by the Client/User. IB uses the following means: User ID, initial password, logging-in password, PIN + SMS, Generator and E-signature (m-signature, Smart – ID). The App uses the following means: User ID, initial password, logging-in password, and E-signature (m-signature, Smart – ID).

II. ISSUANCE, STORAGE AND USE OF IDENTITY VERIFICATION MEANS

- 2.1. When the Bank makes the Contract with the Client, it issues the identity verification means to the Client/ User on the basis of the Contract or the Client/ User uses m-signature/ Smart-ID known only to the Client/ User. If the Client and the User are different persons, the Client undertakes to give the undamaged identity verification means issued by the Bank to the User. The Client/ User may also log in and sign the transactions using the e-signature. The rates listed in the *Rates of Services* or in separate agreement between the Client and the Bank shall be applied to the Client for issuance of the personal identity means.
- 2.2. The issued/granted identity verification means help to identify the Client/User before the transactions are executed through the electronic channels. If the technical possibility is available and the Client enters into a separate agreement with the Bank, the Client/ User may be identified by other manner not provided in the Contract.
- 2.3. The use of identity verification means is considered equivalent to the signature of the Client/ User (if the Client is a legal entity – signature of its representative), while the payment order formed and transmitted through the electronic channels, the performed transaction, made contract, other notifications and statements approved by identity verification means shall have the same legal power as a written document signed by the Client or its legal representative, or by the User.
- 2.4. The orders to the Bank to perform transactions, to enter into transactions, to sign contracts submitted through the electronic channels using the identity verification means granted to the User are considered as submitted by the User and shall be valid as the orders given by the Client, so, the Client undertakes to assure and control that the orders to the Bank to perform transactions, to enter into transactions, to sign contracts would be submitted through the electronic channels only by the Client's authorised representatives, i.e., the persons, to whom the Client has granted the right to sign transactions in the Contract or by separate request.
- 2.5. The Client/ User has to safeguard safety of the identity verification means, to store and keep them in secret, and to undertake all the measures to prevent their disclosure and use by the third parties. The identity verification means have to be known only to the Client/User, who has to protect them carefully (not to store all the identity verification means in one place, to store PIN card or Generator separately, not to write the User ID and/or password on PIN card or things stored together, etc.). The Client/ User has no right to transmit the identity verification means to third parties, to permit them to learn or to familiarise with the identity verification means otherwise, including the Client.
- 2.6. In case of hazard that the identity verification means may be learnt by third parties, or if identity verification means are lost, overtaken by third parties, or the Client/ User cannot control them, or any other reasons appear that may lead to use of the electronic channels in the name of the Client/User by third parties, also if the Client/ User loses the personal identity card, mobile phone, or SIM card, the Client/User undertakes to notify the Bank thereof without delay.
- 2.7. If the third parties acquire the access to the identity verification means granted to the Client/ User and/or have used them, the Client/ User has to notify the appropriate law enforcement authorities about the committed crime (Theft of identity verification means, etc.) and to cooperate with these authorities and/or Bank in order to investigate the crime.
- 2.8. In order to protect the User's and/or Client's interests, the Bank shall have the right to block electronic channels on own initiative, if the identity verification means have been entered incorrectly several times, and if suspicion arises that these means can/could be used by third parties. IB and App are blocked if the Logging-in Password to access the App and/or IB is entered incorrectly 5 (five) times or they are blocked temporarily if the code from PIN card and code received as the text message/ generated by the Generator is entered incorrectly 3 (three) times, and the access is blocked if the code is entered incorrectly 3 more times. If the identity verification means issued not by the Bank are used, blocking is done in accordance with the requirements of the third parties.
- 2.9. If the Client and/or the User loses, damages or violates confidentiality of the identity verification means issued by the Bank otherwise, the Bank shall issue new identity verification means to the Client/User upon the Client's request, for the fee specified in the *Rates of Services*.
- 2.10. When the User logs to IB or the App for the first time, s/he has to change the Initial Password to the Logging-in Password and to change it periodically afterwards. The Client/User shall create the Logging-in Password in accordance with the procedure defined in the *Description of Services*.
- 2.11. The mobile phone number shall be given to the Bank by the Client/User. The Client/User may change the mobile phone number used for identification through the electronic channels by coming to the Bank, through IB or other mode acceptable to the Bank. The Client/ User has to inform the Bank about blocked mobile phone number and/or his/her intention to stop using respective phone number in the future. The Client assumes all the risk for losses and other consequences resulting from the circumstances that appear before the Client/ User notifies the Bank about blocked mobile phone number and/or his/her intention to stop using respective phone number in the future.
- 2.12. When the Contract is terminated and/or expires, or on the Bank's request, the Client/ User has to return the identity verification means issued by the Bank to the Bank.

III. EXECUTION OF TRANSACTIONS

- 3.1. Having signed the Contract, the Client/ User will be entitled to perform all the transactions permitted by the Bank for respective electronic channels, including the transactions permitted by the Bank to be performed through the electronic channels in the future, after the Contract's conclusion.
- 3.2. The Client/User may use certain electronic channels at the time of day determined by the Bank and indicated in the *Description of Services*. The Bank may change the time when certain electronic channels can be used, provided the Client is notified thereof. Besides, the Bank shall have the right to suspend use of the electronic channels because of important reasons (technical preventive works, replacement of software, development, etc.).

- 3.3. When the Client/User submits applications by phone, the Bank has the right to record all the conversations related to the payment orders made by the Client/ User. When necessary, these records may be used as proofs of the orders made by the Client/ User through the electronic channels, and the performed transactions.
- 3.4. The Bank shall execute the payment orders submitted through the electronic channels under the terms and conditions of the Contract entered by and between the Bank and the Client and the *Payment Rules*, and if such terms are not established – according to the terms provided in law. The payment order submitted through the electronic channels may be cancelled, unless the Bank has already started its execution. The Client may cancel the payment order submitted through the electronic channels by submitting a written request in the Bank's branch or IB.
- 3.5. The Bank shall not execute the Client's orders to perform transactions in the account if the payment orders submitted by the Client through the electronic channels do not comply with the Contract's conditions and/or the Bank's requirements, as well as in other cases provided in laws and contract for bank account entered by and between the Bank and the Client, when the Bank has the right or does not have to execute the orders to debit the money from the Client's account, or when the Bank has reasonable suspicion that the order was submitted not by the Client/ User.
- 3.6. The Bank shall execute the orders submitted by the Client/User through the electronic channels if the balance in the account is sufficient to perform the respective transaction and to pay the fees for that transaction listed in the *Rates of Services*.
- 3.7. The Bank shall perform the orders submitted through the electronic channels to perform certain transaction in accordance with the conditions provided in the description of respective service.
- 3.8. The Client shall assume all the liability and undertakes to be held responsible for all the transactions, orders, notifications, made transactions, signed contracts and any losses incurred after entrance of the Client's/User's identification data into the Bank's system until blocking of the use of certain electronic channels by the Bank after receipt of the oral/written notification of the Client/ User or termination of the Contract.
- 3.9. The Bank shall not be liable for incorrect data indicated by the Client/ User for transactions, if they are technically correct and were submitted properly using the identity verification means.
- 3.10. The Bank has the right not to execute the Client's/User's payment orders to perform a transaction, to make contract, and to implement the Client's/User's request, if they violate the provisions of the Contract, *Conditions of Services Provision, Descriptions of Services, General Rules, Payment Rules, Personal Data Protection Rules*, and laws of the Republic of Lithuania.
- 3.11. When the Contract is made or amended by the agreement of the Customer and the Bank or by unilateral decision of the Bank, as well as in the cases established in the legal acts of the Republic of Lithuania, the limits for the transactions in the Account are set: for one transaction, for one day, for one month, which the User cannot exceed. If these limits are exceeded, the Bank does not execute the payment orders.
- 3.12. If the payment order is submitted in another currency than the Contract's currency, the Bank shall apply such a limit for transactions in the Account as calculated according to the exchange rate of the main currency valid on the day of payment.
- 3.13. In order to change the limits in the Account, the Client has to submit a request to the Bank.

IV. RIGHTS AND OBLIGATIONS OF THE BANK

- 4.1. The Bank shall have the right to cancel current and/or to enter new services through the electronic channels by notifying the Client thereof directly using the Client's contact addresses held by the Bank or publicly available on the Bank's website www.sb.lt.
- 4.2. The Bank shall issue the identity verification means to the Client and/or User for the fee specified in the *Rates of Services*. They shall be used to manage the Accounts, to enter into contracts, to send/ submit payment orders and notifications to the Bank through the electronic channels, or to receive information about the Accounts' status.
- 4.3. The Bank applies suitable organisational and technical measures to protect personal data submitted by the Client and/or the User from accidental or illegal destruction, modification, disclosure and any other unlawful disclosure or management of personal data.
- 4.4. The Bank shall not be held liable if the Client/User cannot use the electronic channels because of absence of the needed hardware, software or other equipment, its failure, faults in telecommunications networks, because of the fault of companies providing telecommunications services, or because of lost, deteriorated information due to disorders in the telecommunications networks, etc.
- 4.5. The Bank has the right to suspend the use of the electronic channels temporarily because of technical, system's updating works, unforeseen hindrances or other important reasons, provided the Client and/or the User has been notified thereof appropriately via electronic channels and/or on the Bank's website www.sb.lt.

V. RIGHTS AND OBLIGATIONS OF THE USER/ CLIENT

- 5.1. The Client undertakes to make sure that electronic channels would be used only by the Users indicated in the Contract.
- 5.2. When the Client grants the rights to the User to use the electronic channels, he has to introduce the User to these *Conditions of Services Provision, General Rules, Payment Rules, Rates of Services, Descriptions of Services, and Personal Data Protection Rules*.
- 5.3. The Client has to check the account statements and the indicated transactions periodically and carefully, at least once in a month. If the Client notices any discrepancies or inaccuracies in the account statement, s/he has to file

the claim to the Bank immediately in writing or in another manner acceptable to the Bank regarding the transaction indicated in the account or other actions of the Bank that do not conform with the Contract's conditions.

- 5.4. The Client undertakes to notify the Bank immediately about changes in the Client's address, mobile phone number, Client's Users, name, surname of the Client/User, or and other data specified in the Contract. If the Client fails to implement this requirement, the Client has no right to claim that the Bank's actions performed according to the last known data of the Client do not comply with the Contract or that the Client has not received some services ordered by the electronic channels, or that the transactions have not been executed properly.
- 5.5. The Client/ User has the right to use the electronic channels if his/her technical measures, hardware, software and other equipment satisfy the requirements established by the Bank. The Client/ User undertakes to apply all the possible safeguards in his/her hardware, software or other equipment to enable safe transactions, without disclosure of the data to the third parties. The Client/ User shall assume responsibility for the consequences resulting from insufficient protection of the used system.
- 5.6. The Client/ User has the right to use the electronic channels at the time indicated by the Bank that is indicated in the description of the service. The Bank may change this time, provided the Client/User is notified thereof electronically or otherwise.
- 5.7. The Client undertakes assure availability of the balance in the account sufficient to perform the respective transactions and payment orders under the Contract and to pay the fees according to the *Rates of Services*.
- 5.8. The Client undertakes not to repeat the same transactions that are presented in different manner, i.e., in other respective electronic channels.
- 5.9. The Client assumes full responsibility and risk for losses and other consequences that may arise due to inappropriate execution of the obligations provided in the Contract and these Conditions of Services Provision, as well as for the payment orders transmitted through the electronic channels, other transactions and correctness of their data.

VI. OTHER CONDITIONS

- 6.1. The Client is aware that:
 - 6.1.1. the Contract enters into effect on the day when it is signed and shall be valid for indefinite period;
 - 6.1.2. the Contract may be amended or terminated by mutual agreement of the Parties;
 - 6.1.3. each Party has the right to terminate the Contract unilaterally by notifying the other Party thereof in writing at least 5 (five) calendar days in advance;
 - 6.1.4. the Contract expires automatically if all the contracts for accounts made by the Bank and the Client are terminated;
 - 6.1.5. the Bank has the right to suspend provision of services to the Client through the electronic channels or to terminate the Contract without advance notification of the Client in case of important reasons if:
 - 6.1.5.1 the Client does not comply or violates the conditions of the Contract, *Conditions of Services Provision, Descriptions of Services, General Rules, Payment Rules, and Personal Data Protection Rules*;
 - 6.1.5.2 the Bank suspects that the Client/User has lost the granted identity verification means;
 - 6.1.5.3 the bankruptcy procedure is initiated for the Client, the Client becomes incapable or dies;
 - 6.1.5.4 in other cases described in the *General Rules* or Lithuanian laws.
- 6.2. The Bank shall have the right to terminate or suspend provisions of the services through the electronic channels unilaterally by notifying the Client thereof by public notice on the Bank's website www.sb.lt or using other contact data of the Client held by the Bank at least 5 (five) calendar days beforehand.
- 6.3. The losses incurred before notification of the Bank about blocked identity verification means provided in the *Conditions of Services Provision* shall fall under the responsibility of the Client. The losses incurred after the Bank's notification to block identity verification means shall be assumed by the Bank, unless the losses were caused by deliberate actions or gross negligence of the Client or the User.