

UAB „UPLATA EU“
GENERAL TERMS AND CONDITIONS
FOR PRIVATE INDIVIDUALS

Effective from 1st of April, 2020

1. DEFINITIONS

The following terms when used in these T&C or any document referred to herein shall have the following meaning:

- 1.1. **Account** - the result of registration in the computer system, during which personal data of the registered Client is saved, a login name is assigned and the rights of the Client in the system are defined.
- 1.2. **Agreement** – the agreement between the Client and Uplata EU which includes the present General terms and conditions (T&C) and any other conditions and documents (annexes, agreements, rules, declarations, etc.), including but not limited to the information on the website of Uplata EU, which is referenced in the present General terms and conditions.
- 1.3. **Client** – a natural person who has registered in the system of Uplata EU and created an account.
- 1.4. **Uplata EU** – UAB “Uplata EU”, company code 305182887, with a registered office at Žygimanto Liauksmiņo str. 3A-4, 01100, Vilnius, e-mail address vilnius@upata.com, registered in the Register of Legal Entities of the Republic of Lithuania, drawn up in accordance with Lithuanian law. Uplata EU is issued with the electronic money institution license by the Bank of Lithuania, license number is 51, dated 05/03/2019. Uplata EU is supervised by the Bank of Lithuania located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. More information about the Bank of Lithuania is detailed by this link <https://www.lb.lt/en/>
- 1.5. **Paylar** – is a trademark registered by Uplata EU in the Patent Office of The Republic of Lithuania and is used to market serviced provided under this Agreement and beyond the scope thereof.
- 1.6. **Services** - any services provided by Uplata EU under this Agreement, including the service of issuance and redemption of electronic money.

2. PROVIDED SERVICES

- 2.1. The Client account is the Account used for the Services of Uplata EU:
 - 2.1.1. execution of payments;
 - 2.1.2. money transfers;
 - 2.1.3. issuance and/or acceptance of payment instruments.

3. PRICES OF UPLATA EU SERVICES

- 3.1. Prices for the Services provided by Uplata EU are stated in the annex to this T&C.
- 3.2. Unless otherwise indicated, prices of Uplata EU Services are quoted in Euro.
- 3.3. Uplata EU has the right to deduct the applicable prices from the Account of the Client where the payment operation has been performed. Prices will be charged when the transaction is executed. If the Account balance is insufficient to cover the fees, Uplata EU refuse to execute the payment.
- 3.4. Client’s transactions may be subject to currency conversions. If the Client makes a payment from Account denominated in one currency to the Account denominated in another currency, the Client will be asked to either make the payment in the currency of Client Account or in another currency. If the

Client chooses the currency of Account, then the recipient will pay the fee for the conversion into the currency of his or her Account. If the Client chooses the currency of the recipient's Account, the Client will pay the fee for the conversion into the currency of the payment. If Client chooses a currency that is neither the currency of Client's Account nor the currency of the recipient's Account then the Client will pay the fee for the conversion into the currency of the payment, and the recipient will pay the fee for the conversion of the payment currency into the currency of his or her Account. The currency exchange fee published at Uplata EU's website.

3.5. The Client, having failed to pay Uplata EU the remuneration for provided Services, at the demand of Uplata EU must pay 0,02% interest for each day overdue.

4. COMMUNICATION BETWEEN THE PARTIES

4.1. This Agreement, all communication and the prices information shall be announced in English. This Agreement shall be executed in English. The Client confirms that he accepts that the all the communication, including the personal communication between Uplata EU and Client, shall be executed in English, unless parties agreed different.

4.1.1. Communication between Uplata EU and the Client is possible by e-mail, telephone and mail (post).

4.2. Any communication between Uplata EU and the Client shall take place primarily through e-mail.

4.3. The Client is entitled to get the information about this Agreement as well as the Agreement as itself in paper version or any other durable medium, in which Uplata EU is able to provide such information without additional fees.

4.4. The information about these T&C are available on the Website of Uplata EU as well as any important changes are delivered to the Client by following the terms set forth in these T&C.

5. ACCOUNT OPENING AND TERMS OF ISSUANCE AND REDEMPTION OF ELECTRONIC MONEY

5.1. In order to use the Services of Uplata EU, the Client must open the Account by registering in Uplata EU's system.

5.2. The Client may open only one Account unless Uplata EU approve the opening of additional Account.

5.3. All information provided by the Client during the signup process or any time thereafter must be accurate and truthful.

5.4. The Agreement shall enter into force and become valid indefinitely when the Client has been registered in the system, became acquainted with the terms of these T&C and expressed the consent to comply with these T&C and / or other applicable annexes.

5.5. Uplata EU Account allows the Client to deposit, transfer, keep funds in the Account for transfers, local and international money transfers executions, contribution payments, also receive money to the Account, settle for goods and services, and perform other operations directly related to money transfers. All Uplata EU services may only be used by Clients who have performed identification procedures in accordance with the rules established in the system of Uplata EU.

5.6. Authentication data for accessing the Account are set by the Client. Authentication data shall refer to the login name – email address of the Client set on the application form and the password – exclusively determined by the Client. Uplata EU shall not have access to the password, nor shall request it from the Client at any time.

5.7. Electronic money issuance and redemption terms:

5.7.1. Uplata EU having received funds the Client issues electronic money in nominal monetary value.

- 5.7.2. Uplata EU, upon receipt of an application by electronic the Client, must redeem their electronic money in nominal monetary value.
- 5.7.3. The conditions for the redemption of electronic money, the period and all the additional remuneration related thereto shall be discussed in the separate agreement between Uplata EU and the Client. The conditions for the redemption of electronic money are set out in English language, easily understandable words, in a clear and understandable manner for the average consumer. The terms of this agreement must be communicated to the Client prior to the commitment of the contract or offer.
- 5.7.4. For the redemption of electronic money, an additional remuneration may be charged only if this is provided for in an agreement concluded between the Uplata EU and the Client and only in the following cases:
- 5.7.4.1. it is being asked to redeem electronic money before the expiry of the term of the agreement;
- 5.7.4.2. the Client terminates the agreement before expiry of the term specified in the agreement;
- 5.7.4.3. the redeeming of electronic money is requested more than one year after the expiration of the term of the agreement.
- 5.7.5. The remuneration for the redemption of electronic money shall correspond to the actual costs incurred by Uplata EU.
- 5.7.6. When electronic money is requested to be redeemed before the expiry of the agreement, the Client may request the return of part or all of the monetary value of the electronic money.
- 5.7.7. When the Client applies for redeeming electronic money at the expiration of the term of the agreement or no more than one year from the expiration of the agreement, all monetary value of the electronic money held by the Client is redeemed.
- 5.7.8. When the Client submits an application for redeeming electronic money at the expiration of the term of the agreement or no more than one year from the expiration of the agreement, and the electronic money institution also executes one or more of the activities specified in clause 4 Paragraph 1 of Article 12 of the Law on electronic money and electronic money institutions of the Republic of Lithuania and it is not known in advance what part of the funds will be used as electronic money, all funds requested by the Client shall be redeemed.
- 5.8. Different conditions for the redemption of electronic money other than the ones stipulated in paragraphs 5.6.1-5.6.8 above may be established for contracts between Uplata EU and the Clients.
- 5.9. Electronic money held on the Client Account is not a deposit and Uplata EU does not, in any circumstances, pay any interest for electronic money held on the Client Account and does not provide any other benefits associated with the time period the electronic money is stored.

6. EXECUTION OF CLIENT'S ORDER

- 6.1. The execution of payment order inside the Uplata EU's system are executed immediately (up to a few minutes, unless the payment operation is suspended due the cases set forth by these T&C or by applicable laws. The execution of payments outside the system of Uplata EU are executed on the day of its reception, or, if the moment of reception of the payment order is not a business day, then payment order is executed on the nearest business day.
- 6.2. Payment orders submitted by the Client shall comply with the requirements for submission of such payment order and/or content of the payment order set by the legal acts or by Uplata EU. Payment orders submitted by the Client shall be formulated clearly, unambiguously, shall be executable and contain clearly stated will of the Client. Uplata EU does not undertake responsibility for errors, discrepancies, repetitions and/or contradictions in payment orders submitted by the Client, including

but not limited to, correctness of requisites of the payment order submitted by the Client. If the Payment order submitted by the Client does not contain enough data or contains deficiencies, Uplata EU, regardless of the nature of deficiencies in the payment order, can refuse to execute such payment order, or execute it in accordance with data given in the payment order.

- 6.3. Uplata EU has the right to refuse to execute the payment order in case of a reasonable doubt that the payment order has been submitted by the Client or an authorized representative of the Client, payment order or the submitted documents are legitimate.
- 6.4. The Client shall ensure a sufficient amount of money in a relevant currency on his/her Account to execute the payment order.
- 6.5. Before executing the payment, order submitted by the Client, Uplata EU has the right to demand from the Client documents which prove the legal source of money related to the payment order. In case the Client does not submit such documents, Uplata EU has the right to refuse to execute the payment order of the Client.
- 6.6. If money transferred by the payment order is returned due to reasons beyond the control of Uplata EU (inaccurate data of the payment order, the account of the recipient is closed, etc.), the returned amount is credited to the Account of the Client. Fees paid by the payer for the payment order execution are not returned, and other fees related to the returning of money and applied to Uplata EU can be deducted from the Account of the Client.
- 6.7. If the Client notices any suspicious activity on his account and thinks that third persons may have logged in to system for the using of the Services, the Client shall:
 - 6.7.1. immediately inform Uplata EU thereof and request to block the Client's account;
 - 6.7.2. in order to continue to use the account, the Client shall change the password, use other additional account confirmation instruments or use safer instruments and delete unsafe additional login confirmation instruments from his.
 - 6.7.3. The Client is responsible for safety of devices used to log in to the Account, shall not leave them unattended, in public places or otherwise easily accessible to third persons.
 - 6.7.4. Uplata EU is entitled to block the funds collected on the Client's account as follows:
 - 6.7.5. Uplata EU has a suspicion that the funds collected on the Clients's Account are intended for the commitment of a crime, resulted from the crime or participation thereon;
 - 6.7.6. if there is a suspicion that an unauthorized payment transaction was carried out through the Client's account;
 - 6.7.7. the Client is in delay in discharging its obligations under this Agreement;
 - 6.7.8. the Customer is using Uplata EU Services and fraudulent acts have been proved on the Clients's side or criminal proceedings are initiated against the Customer or if actions of the Client fail to comply with the rules of Uplata EU banking partners and such conduct may cause Uplata EU a damage.
- 6.8. In cases where the Client proves that he ensure that all security measures were taken, there is no suspicion of fraudulent actions by the Client and the payment order was executed without the authorization of the Client, Uplata EU without any delay shall return the money to the Client Account except the case set forth in the clause 8.7of these T&C.

7. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 7.1. The Parties undertake to keep technical and commercial information of each other secret, except for publicly available information which has become known to them while executing the present

Agreement, and not transfer it to third parties without a written consent from the other Party or its legal representatives.

7.2. The confidentiality obligations shall not apply to information that:

7.2.1. is or becomes public knowledge through no action or fault of the other party;

7.2.2. is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party;

7.2.3. either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential.

7.3. Issues of protection of the Client's personal data are regulated by the "Privacy policy", which are publicly available on Uplata EU website and the Client has read it and undertakes to observe.

8. LIABILITY OF THE PARTIES

8.1. Uplata EU and the Client shall follow the principles of justice, intelligence and honesty in their mutual relationships.

8.2. The parties are liable for the default of their obligations or improper performance of obligations.

8.3. Uplata EU is liable only for the direct losses incurred by the Client as the results of Uplata EU's actions.

8.4. Uplata EU is not liable:

8.4.1. for the third parties' mistakes or errors.

8.4.2. for the indirect losses incurred by the Client.

8.4.3. Uplata EU is not liable for the damages incurred by the Client due to the exchanges of currency.

8.5. The Customer shall be liable for all claims, expenses, fines and liability Uplata EU incurs arising out of:

8.5.1. chargeback, refund, money transfer error, or other invalid money transfer the Client cause;

8.5.2. any error, negligence, misconduct or fraud by the Client or someone acting on the Client's behalf;

8.5.3. any losses resulting from Client's failure to comply with the terms of these T&C.

8.6. If the Customer denies authorizing the payment operation which has been authorized or states that the payment operation has been executed improperly, Uplata EU is obliged to prove that authenticity of the payment operation has been confirmed, it has been registered properly and recorded into accounts, and it has not been affected by any technical or any other glitches.

8.7. The Customer bears all the losses that have arisen due to unauthorized payment operations for the amount of up to 50 (fifty) Euros if these losses have been incurred due to:

8.7.1. usage of a lost or stolen payment instrument;

8.7.2. illegal acquisition of a payment instrument if the Customer had not protected personalized security features (including identity confirmation instruments).

9. AMENDMENTS AND CHANGES OF T&C

9.1. Uplata EU is entitled to change unilaterally these T&C, applicable prices and fees and / or other terms of Services.

9.2. Uplata EU is obligated to inform the Client about the changes of these T&C, applicable prices and fees and / or other terms of Services that make the Client's situation difficult at least 60 (sixty) calendar days before such changes will entry into force.

9.3. Uplata EU notifies the Client about the changes of these T&C, applicable prices and fees and / or other terms of Services by publishing the information on www.uplata.eu and/or www.paylar.com and/or by post and/or by electronically messages sent to the Client.

- 9.4. If no objection notice is received by Uplata EU within the stipulated time frame, the Client is deemed to have accepted the changes.
- 9.5. The Customer has the right to terminate this Agreement with immediate at any time and without charges after receiving the information about changes and before any changes stipulated in provided information becomes effective.
- 9.6. Uplata EU has the right to change these T&C, applicable prices and fees and / or other terms of Services due to important reasons and without the informing about that within the time frames as specified in point 10.2. of these T&C. In such cases, Uplata EU shall notify the Client immediately about the changes of Services by publishing the information on www.uplata.eu and / or by post and / or by electronically messages sent to the Client. In such case the Client is entitled to terminate this Agreement immediately by informing Uplata EU immediately about the termination of this Agreement in writing or in other manner agreed between Uplata EU and the Client.
- 9.7. If the Client does not use his right to terminate this Agreement in accordance with the clauses 10.5 or 10.6 of these T&C, the Client shall be deemed as accepted the changes to these T&C, applicable prices and fees and / or other terms of Services made.

10. TERM AND TERMINATION

- 10.1. This Agreement may be terminated as follows:
- 10.1.1. by mutual agreement between parties;
- 10.1.2. upon the expiration of the period for which this Agreement was concluded, if the Agreement was concluded for a definite period;
- 10.1.3. upon expiry of Uplata EU license to provide the Services;
- 10.1.4. by the termination notice given by one of the parties for any of the reasons specified below.
- 10.2. Uplata EU shall be entitled to terminate this Agreement with the effect from the date of delivery of a termination notice to the Client if:
- 10.2.1. no transaction is made on the Client Account by the Client over a period of 6 (six) months;
- 10.2.2. the Client breaches the Agreement or acts in contradiction with these T&C, and fails to provide remedy within the time limit specified by Uplata EU;
- 10.2.3. the Customer has unpaid liabilities towards Uplata EU;
- 10.2.4. the information provided by the Client and used in this Agreement proves to be untrue, incomplete, inaccurate, and incomprehensible;
- 10.2.5. fraudulent acting of the Client was proved in relation to usage of the Client's account or criminal prosecution has been initiated for fraudulent acting of the Client.
- 10.3. The Client shall be entitled to terminate this Agreement with Uplata EU in writing with effect from the date of delivery of termination notice to Uplata EU if:
- 10.3.1. Uplata EU repeatedly and grossly violates this Agreement;
- 10.3.2. Uplata EU loses its license to provide the Services.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

- 11.1. These T&C is drawn up in accordance with the law of the Republic of Lithuania. Relationships not covered by these T&C are governed by the applicable legal regulations.
- 11.2. The Client may submit any claim or complaint regarding services of Uplata EU by sending a notification via email by address vilnius@paylar.com, calling the Client support center by telephone indicated on the Uplata EU website or sending a notification via the Account.

- 11.3. Upon receipt of a complaint from the Client, Uplata EU undertakes to analyze the claim or complaint of the Client and inform the Client about the decision within 14 (fourteen) days from the day of the receipt, except when the legislation indicate a different period of time.
- 11.4. If Uplata EU is not capable to provide the answer to the complaint of the Client within the time period specified in the clause 11.4, Uplata EU shall inform the Client about the reasons and indicate the time period in which the answer shall be provided.
- 11.5. In case the Client considers that his/her complaint was solved not right, the Customer has the right to complain directly to the Bank of Lithuania. The complaint to the Bank of Lithuania may be submitted by following:
- 11.5.1. via the electronic dispute settlement facility E-Government Gateway;
- 11.5.2. by completing a Consumer application form which may be found in the website of the Bank of Lithuania and by sending it to the Supervision Service of the Bank of Lithuania, Žirmūnų g. 151, LT-09128, Vilnius, Lithuania or by email pt@lb.lt;
- 11.5.3. by filling out a free-form application and sending it to Supervision Service of the Bank of Lithuania Žirmūnų g. 151, LT-09128, Vilnius, Lithuania or by e-mail – pt@lb.lt .
- 11.6. More information about the procedure of submitting the complaint to the Bank of Lithuania may be found <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>
- 11.7. The Client who have a place of residence in other ES member states are also able to submit their claim to the relevant local authority in their place of residence.
- 11.8. If the Client would like to contact Uplata EU for any other reason connected to these T&C than described above, the Client may contact Uplata EU via in-app support or email by address **vilnius@paylar.com**.
- 11.9. In case if the dispute cannot be settled through negotiations or through the Bank of Lithuania, disputes shall be solved in the courts of the Republic of Lithuania in accordance with the procedure set forth by the laws of the Republic of Lithuania.

THE END