

**THE FIRST ANNEX TO BANK ACCOUNT CONTRACT  
ONLINE BANKING CONTRACT**

THE GENERAL PART

Recast No. 1, valid from 09/06/2021

**1. CONCEPTS.**

- 1.1. Bank – “SME Bank”, UAB, registration number 305223469, address Antano Tumėno str. 4-15, LT-01109 Vilnius.
- 1.2. Contract – Online banking contract concluded between the Bank and the Client, consisting of the General and Special parts.
- 1.3. Client – Individual or Juridical person that has concluded the Contract.
- 1.4. Website – the website of the Bank: [www.smebank.lt](http://www.smebank.lt).
- 1.5. Online banking system – the system of the Bank, allowing the Client to manage the services, provided by the Bank, online.
- 1.6. Administrator – an individual person assigned by the Client (a Juridical person) who has the right to change Payment operation limits and add other Users to the Online banking system and appoint their rights and limits. By default, the Administrator is the representative of the Client who signs the Contract.
- 1.7. User – an individual person (persons) who is added additionally upon request from the Administrator and who manages the Online banking system in accordance with the rights and limits appointed by the Administrator.
- 1.8. Payment transaction – a transfer of the funds from the Client’s Account in the Bank and initiated by the Client.
- 1.9. Electronic channel – means used by the Client to perform operations in the Online banking system of the Bank.
- 1.10. Client login information – eight-digit login code provided by the Bank.

**2. OBJECT OF THE CONTRACT.**

- 2.1. This Contract regulates the relations between the Client and the Bank that arise from providing services via the Electronic channels. This Contract also foresees the rights and obligations of the Bank and the Client that arise from the use of Online banking system.
- 2.2. When using the Online banking services, the Client has the right to perform operations within the accounts, i.e., to order the Bank to perform actions related to managing the account, as well as order, request, or otherwise express a will regarding other services of the Bank, if the Bank provides such an opportunity.
- 2.3. The parties agree that, upon concluding this Contract, the Bank has the right to provide notices, reports, and other information to the Client via the Electronic channels. The Client confirms that notices, reports, and other information provided by the Bank via Online banking system are considered properly submitted.
- 2.4. This Contract is an irrevocable agreement between the Client and the Bank that the Client’s instructions, in accordance with the legislation on disposing the Client’s monetary funds and fulfilling payment transactions, prepared and confirmed (authorized) in accordance with the terms of the Contract and using the means of Client’s choice have mandatory legal power.

**3. CLIENT IDENTIFICATION.**

- 3.1. The Client logs into the Online banking system with a special login code, provided by the Bank.
  - 3.2. The login code is used to identify the Client when the Client is using the services of the Online banking. If, when logging into the Online banking system, a proper login code was used and the Client has identified themselves with an authentication tool "Smart-ID" or mobile e-signature, it is considered that the Client has been properly identified.
  - 3.3. Certain actions in the Online banking system must be authorized additionally by a respective code or a confirmation from the Administrator/User.
4. PERFORMING PAYMENT TRANSACTIONS AND PAYMENT TRANSACTION LIMITS.
- 4.1. If the order for payment is submitted by 4 pm on a business day, the funds are transferred within a few hours on the same day. If the order for payment is submitted after 4 pm on a business day, on weekends or on international holidays, the money is transferred on the earliest business day of the Bank.
  - 4.2. The Bank applies commission fees for the services provided via the Online banking system and debits them from the Client's accounts in the Bank. The rates of the commission fees are specified in the Bank service price list.
  - 4.3. If the payment transaction in the Online banking system must be authorized by more than one User and/or Administrator, such payment transaction will only be processed once all required authorizations are received.
  - 4.4. The Client, upon signing the Contract, can set acceptable operation limits, and later change them by submitting a request for changing the operation limits in accordance with the Bank's terms and conditions.
  - 4.5. The single day Payment transaction limit is the maximum amount of money that the Client can transfer from a specified account within one business day of the Bank without exceeding the limit. Monthly Payment transaction limit is the maximum amount of money that Client can transfer from the specified account in a month.
  - 4.6. The user can only perform a Payment transaction in the even where the User does not exceed limits and rights appointed to the User. Limits are only applied to the Client that transfers the money from own Accounts to the accounts of other persons. The limits are not applied if the Client transfers the money from one Client's account to another account of the same Client. If the Client exceeds the established limits, the Bank does not fulfill the payment orders submitted by the Client.
5. PERSONAL DATA AND THE PROCESSING OF IT.
- 5.1. Client is informed that:
    - 5.1.1. The Bank, specified in the Special part of this Contract, is the data controller of the personal data processed in the Bank.
    - 5.1.2. The Bank will receive and manage the following personal data of the Client for the purposes of concluding, fulfilling, and monitoring the Online banking contract; protection and defense of the rights and legitimate interests of the Bank; fulfilling the requirements for money laundering and terrorism financing prevention; identifying the person; checking the correctness of personal data; fulfillment of daily operations; managing debt and remote service provision: name, last name, personal code, data of the personal ID document, home address, phone number, IP address; information about: marital status, the number of minor children and dependents, capacity, employer, recruitment, redundancy, economic activities or self-employment and income from it or other income, information about income tax declaration, source of funds, owned real estate and movable property, property rights and their restrictions, interest rate; amounts of other obligatory taxes and expenses; billing history

and other data; bank account and (or) payment card numbers and other information related to the aforementioned data.

- 5.1.3. In full or in part, personal data is processed (stored) by these controllers of the Bank (to an extent of the rights granted to them): the Bank of Lithuania, State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania, State Company Deposit and Investment Insurance. In certain cases, personal data will be received directly from the Client, or, upon the request from the Bank, when necessary for the purposes foreseen in the Contract, from State Enterprise Centre of Registers, State enterprise Central Hypothec Institution, The State Social Insurance Fund Board under the Ministry of Social Security and Labour, the Bank of Lithuania, commercial banks, other private and state companies, enterprises, or institutions.
  - 5.1.4. Bank can perform profiling, related to personal data processing, in a fully or partially automated manner, to evaluate the person's creditworthiness and make the decision in a partially automated manner to grant (or not to grant) the loan, determine interest size and payment size, perform monitoring of concluded transactions to prevent money laundering and fraud. By fulfilling an automated (or partially automated) decision making, mathematical or statistical measures can be used to evaluate the ratio of receivable income and obligations, the payment amounts paid under the contract and their terms, and so on.
  - 5.2. Upon confirming the identity and submitting a proper request, the Client has the following rights:
    - 5.2.1. To receive information about the personal data that was collected and from which sources, for what purposes it is being processed, to which data receivers the personal data is being provided and has been provided over the last 1 (one) year, as well as the right to data portability.
    - 5.2.2. To demand the correction of incorrect, insufficient, inaccurate personal data and/or to stop the processing actions for such data, except for storing it, if the Client, having familiarized with own personal data, determines that the personal data is incorrect, insufficient, or inaccurate. In an event where the Client, upon familiarizing with the personal data, determines that the personal data is processed illegally, unfairly, the Client has the right to require the Bank in writing to immediately destroy the personal data that has been collected illegally or unfairly or to stop the processing actions of such data, except for its storing.
    - 5.2.3. To disagree with the data being processed for the purpose of direct marketing.
    - 5.2.4. By submitting legally based objections, the Client has the right to disagree with their data processing for a legitimate interest of the Bank or a third party that would receive the personal data.
    - 5.2.5. To require that the decision on the contract would be reviewed by a person if the Contract has been concluded automatically.
    - 5.2.6. If the rights of the Client are violated, the Client can address the responsible person assigned by the Bank, the contact information of whom is published on the Website of the Bank or to submit a complaint to the State Data Protection Inspectorate or court.
    - 5.2.7. The Bank confirms that any information about the Client, related to the Contract, is considered confidential.
    - 5.2.8. Client's personal data will be stored until the end of contractual relations and longer if that is required by the applicable legislation. If for any reasons, the Contract is terminated before the due term, personal data will be stored in accordance with the legislation requirements, but no longer than for 10 (ten) years.
  - 5.3. More information about the way the Bank processes personal data can be found on the Website of the Bank.
6. OBLIGATIONS OF THE BANK.
- 6.1. The Bank undertakes:

6.1.1. To provide the Client with an opportunity to manage own accounts in the Bank and other services provided by the Bank via Online banking system through the Electronic channels via the Online banking system.

6.1.2. To provide the Client with a login code for the Online banking system.

6.1.3. To acknowledge that the Client's orders, submitted via the Online banking system and in accordance with Bank's requirements, to perform certain actions, are properly signed, unless the Bank has reasonable doubt about proper authorization of the Client, illegal use of login information or safety infringement of a communication channel.

6.1.4. To fulfill the orders submitted by the Client to the extent allowed by the functionality of the Online banking system and applied limits (operation limits, account limits, etc.), if the payment order is properly formulated, authorized by the Client and if there are sufficient funds in the Account for the fulfillment of the operation and debiting the commission fee and if the Client does not exceed the established limits.

6.1.5. To apply proper technical and organizational means aimed at protecting the personal data, provided by the Client, from accidental or illegal destroying, changing, disclosing or any illegal processing.

6.2. The Bank has the right to limit the Client's use of the Online banking system or to terminate the Contract, if the Client does not submit, avoids, or refuses to provide the Bank, in a timely manner, the documents and/or information confirming the source of Client's funds and legal basis for the funds and the acquirement of other property, the aim of the Client's business relations with the Bank and their foreseeable nature, the nature of the activity and management (shareholder) structure and/or other documents of the Client, who is a juridical person, and/or other information, hides documents and/or information or provides incorrect or insufficient information to the extent that is required for the Bank to properly fulfill the requirements under the money laundering and/or terrorist financing and/or other legislation.

## 7. OBLIGATIONS OF THE CLIENT.

7.1. The Client undertakes:

7.1.1. To fulfill the requirements foreseen in the Contract.

7.1.2. When submitting payment orders, notices, concluding transactions and performing other actions within the Online banking system, to properly fulfill the forms provided by the Bank and to follow the instructions of the Bank.

7.1.3. Not to duplicate payment orders and not to submit them via other channels.

7.1.4. To protect the login information and not to disclose it, and immediately inform the Bank about the theft or loss of different kind of the login information, unauthorized use of it or the disclosure of any kind of the Identification information to third parties or any other breach of secrecy. If the loss of Client's login information is related to illegal actions of third parties, the Client must immediately inform a law enforcement body about it.

7.1.5. Upon becoming aware of loss, theft, illegal acquisition, or unauthorized use of the Client's login information, as well as the facts or allegations that third parties may be using the login information in the name of the Client, the Client must immediately submit a request to the Bank to block the login information provided to the Client.

7.1.6. To pay the commission fees for the use of Online banking services, determined by the Bank.

7.1.7. To fulfill other obligations agreed with the Bank.

## 8. THE RESPONSIBILITIES OF THE PARTIES.

- 8.1. The Client is responsible for the correctness of the documents and data submitted to the Bank in the forms of orders, notices, and requests while using the Online banking system.
  - 8.2. The Client is responsible for all actions performed while using the services of Online banking, if, at the beginning of login to the Online banking system, the Client's authenticity was confirmed with correct Identifying information. The responsibility of the Bank, while identifying the Client, only includes checking the correctness of the Identifying information, provided to the Client, and the Bank is not obliged to otherwise check the identity of the Client.
  - 8.3. The Client is responsible for the safety and effectiveness of the used computer, software, hardware, or other equipment.
  - 8.4. The Bank is not responsible if the Client could not use the Online banking services, or if the information submitted to the Bank was lost or damaged due to the reasons that do not depend on the Bank.
  - 8.5. The Client is responsible for all losses that occur because the Client transferred and/or revealed login information to a third party or otherwise lost the login data or did not protect the secrecy of it by operating unfairly or due to intent or negligence.
  - 8.6. The Bank is not responsible for the services and goods and their quality when they are provided by third parties, for the malfunction of the online systems by third parties in the event where the Client logs into the systems of the third parties or where the Client pays for the goods or services provided by the third parties using the services of Online banking.
  - 8.7. The Bank is not responsible for any losses that arise in the event where the Client does not immediately inform that the authorization, procuration, or other basis for representation of the User/Administrator has expired.
9. FINAL PROVISIONS.
- 9.1. The Contract enters into force from the day it is concluded and is valid indefinitely.
  - 9.2. The Client has the right to terminate the Contract by informing the Bank in writing 30 (thirty) days in advance.
  - 9.3. The Bank has the right to unilaterally terminate the Contract concluded for an indefinite amount of time by informing the Client, who is a user, no later than within 60 (sixty) calendar days, and by informing the Client, who is not a user, no later than within 30 (thirty) days before the termination date of the Contract, excluding the events when the law states differently.
  - 9.4. The Bank has the right to terminate the Contract without complying with the notice terms if the Client i) does not comply with the terms and conditions specified in the Contract and other Bank services contracts; ii) the Bank has reasonable doubts about Client's actions complying with the legislation; iii) the Client intentionally performs actions that harm the safety and steady operation of the Bank's systems.
  - 9.5. The Bank can unilaterally change the clauses of the Contract or the General part by informing the Client about the changes, if the Client is a user, no later than 60 (sixty) calendar days, and if the Client is not a user, no later than 30 (thirty) days before the changes of the Contract take effect.
  - 9.6. The Client is responsible for the Client's Login information from the moment of the receipt of such information.
  - 9.7. The Contract is concluded and fulfilled under the Law of the Republic of Lithuania.
  - 9.8. Disputes arising from the Contract or related to it are solved in accordance with procedures foreseen by the Law of the Republic of Lithuania.