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**TRUSTCOM FINANCIAL UAB**

**PAYMENT SERVICE AND ACCOUNT OPENING RULES**

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## 1. INTRODUCTION

- 1.1. Payment Service and Account Opening Rules (the “**Account Opening Rules**”) have been drawn up taking into consideration the legal acts of the Republic of Lithuania and the European Union that regulate issuance and redemption of Electronic Money and Payment Services;
- 1.2. The Account Opening Rules shall constitute an integral part of the General Terms and Conditions, therefore, they must be interpreted and construed together, taking relevant context into account.
- 1.3. The Account Opening Rules shall regulate the terms and procedure for issuance and redemption of Electronic Money, provision of Payment Services and account opening.

## 2. DEFINITIONS

- 2.1. **Personal Data** – any information related to the natural (private) person who’s identity is known or can be directly or indirectly determined by using personal code and one or more physical, physiological, psychological, economic, cultural or social features specific to the individual.
- 2.2. **Business Day** – a day, when Trustcom provides its services, set by Trustcom. Trustcom can set different business days for different services.
- 2.3. **Electronic Money** – money credited/transferred to and held on Trustcom Account for executing Payment Operations via the Trustcom System.
- 2.4. **Trustcom** – TRUSTCOM FINANCIAL UAB, its branches and representative offices, companies of the Trustcom group, depending on the country of residence of the Client, and other legal persons which may be hired by TRUSTCOM FINANCIAL UAB for provision of services and which may be authorized to act on behalf of TRUSTCOM FINANCIAL UAB; all Payment Services will be provided entirely by TRUSTCOM FINANCIAL UAB (legal person's code 304521377; Electronic Money institution license No. 23, issued on 21-12-2017; issuing and supervisory body is the Bank of Lithuania www.lb.lt; data about TRUSTCOM FINANCIAL UAB is collected and stored at the Register of Legal Entities of the Republic of Lithuania).
- 2.5. **Payee** – a natural (private) or legal person indicated in the Payment Order as a recipient of the Payment.
- 2.6. **Pricing** – prices for Trustcom services and operations confirmed by Trustcom in accordance with the established regulations.
- 2.7. **Client** – a natural (private) or legal person who has registered in the Trustcom System and created an Online Account.
- 2.8. **Client Identification** – proving the identity of the Client under procedure specified in the Trustcom System.
- 2.9. **Commission Fee** – a fee charged by Trustcom for a Payment Operation and/or related services.
- 2.10. **Payment Transfer** – a Payment Service when money is transferred (Electronic Money is redeemed) to the payment account of the Client at the initiative of the Payer.

- 2.11. **Payment Order** – an order from the Payer or the Payee to his/her Payment Service provider to execute a Payment Operation.
- 2.12. **Payment Operation** – a money transfer, payment or withdrawal initiated by a Payer or a Payee.
- 2.13. **Payment Service** – services, during provision of which conditions to deposit to and withdraw cash from the payment account are created and all operations related to management of the payment account; Payment Operations, including transfer of money held on the payment account opened in the institution of the provider of payment services of the Consumer of Avices or in another payment institution; Payment Operations when money is given to the Consumer of payment services under a credit line: Payment Operations using a payment card or a similar instrument and/or credit transfers, including periodic transfers; issuance and/or acceptance of payment instruments; money remittances; Payment Operations when the consent of the payer to execute the Payment Operation is given using telecommunications terminal devices, digital or IT devices and the payment is performed to an operator of telecommunications network or IT system, who is only a mediator between the provider of goods and the Consumer of payment services.
- 2.14. **Payment Instrument** – any payment instrument which the Trustcom System allows to link to the Trustcom Account and perform Payment Transfers using this payment instrument.
- 2.15. **Payer** – a natural (private) or legal person who submits a Payment Order.
- 2.16. **Trustcom Account** – an account opened in the Trustcom System in the name of the Client and used to make payments and other Payment Operations.
- 2.17. **Service** – the service of issuance and redemption of Electronic Money and other services provided by Trustcom.
- 2.18. **Trustcom Application** – a mobile application for Trustcom Account management, installed and used in mobile devices.
- 2.19. **Online 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 Trustcom System are defined.
- 2.20. **Supplement** – an agreement between Trustcom and the Client on provision and usage of separate services provided by Trustcom. The Supplement can be identified as an agreement, rules, declaration, plan or in any other way. The Supplement is an integral part of the General Terms and Conditions.
- 2.21. **Trustcom System** – a software solution on Trustcom web pages, developed by Trustcom and used for provision of Trustcom services.
- 2.22. **Consent** – a consent of the Payer to perform the Payment Operation.
- 2.23. **Password (Passwords)** – any code of the Client created in the Trustcom System or provided to the Client by Trustcom for the access to the Online Account and/or Trustcom Account or initiation and management of separate services provided by Trustcom and/or initiation, authorization, implementation, confirmation and reception of Payment Operations.
- 2.24. **Party** – Trustcom or the Client.
- 2.25. **Unique Identifier** – a combination of letters, numbers or symbols which Trustcom, as a provider of Payment Services, provides to the Consumer of payment services, and which is

used for identification of the Consumer of Payment Services participating in the Payment Operation and /or an account of the Consumer used in the Payment Operation.

- 2.26. **Consumer** – a natural (private) person who operates under the General Terms and Conditions and its Supplements and does not pursue aims which are not consistent with business, commercial or professional activity of this person.

### **3. TRUSTCOM ACCOUNT OPENING. TERMS OF ISSUANCE AND REDEMPTION OF ELECTRONIC MONEY**

- 3.1. Under the Account Opening Rules, a Trustcom Account is opened for the Client in the Trustcom System for an indefinite period of time.
- 3.2. Trustcom Account allows the Client to deposit, transfer, keep funds in the Trustcom Account for transfers, local and international money transfers executions, contribution payments, also receive money to the Trustcom Account, settle for goods and services, and perform other operations directly related to money transfers. All Trustcom services may only be used by Clients who have performed identification procedures in accordance with the rules established in the Trustcom System.
- 3.3. Money held on the Client's Trustcom Account is considered Electronic Money which Trustcom issues after the Client transfers or deposits money to his/her Trustcom Account. After the Client deposits/transfers money to his/her Trustcom Account and Trustcom receives the money, Trustcom credits it to the Client's Trustcom Account, at the same time issuing Electronic Money at the nominal value. The Electronic Money is credited to and held on the Client's Trustcom Account.
- 3.4. The specific method of depositing / transferring funds to the Trustcom Account is selected by the Client in the Online Account by selecting the "Add Money" function, which contains instructions for depositing money for each method of payment.
- 3.5. The nominal value of Electronic Money coincides with the value of money deposited/ transferred to the Trustcom Account (after deduction of standard Commission Fee applicable to a particular payment method).
- 3.6. Electronic Money held on the Trustcom Account is not a deposit and Trustcom does not, in any circumstances, pay any interest for Electronic Money held on the Trustcom Account and does not provide any other benefits associated with the time period the Electronic Money is stored.
- 3.7. The Client can create and have multiple Trustcom Accounts on the same personal Online Account and use them at his/her discretion (however, the Client can have only one personal Online Account).
- 3.8. At the request of the Client, Electronic Money held on his/ her Trustcom Account shall be redeemed at their nominal value at any time, except for cases set forth in the Account Opening Rules when limitations are applied to the Trustcom Account of the Client.
- 3.9. The Client submits the request for redemption of Electronic Money by generating a Payment Order to transfer Electronic Money from his/her Trustcom Account to any other account specified by the Client or withdraw Electronic Money from his/her Trustcom Account by other methods supported by Trustcom and indicated in the Trustcom System. Trustcom has the right to apply limitations for redemption of Electronic Money

- 3.10. No specific conditions for Electronic Money redemption that would differ from the standard conditions for transfers and other Payment Operations performed on the Trustcom Account, shall be applied. The amount of redeemed/transferred Electronic Money is chosen by the Client.
- 3.11. No additional fee for Electronic Money redemption is applied. In the event of redemption of Electronic Money, the Client pays the usual Commission Fee for a money transfer or withdrawal which depends on the method of Electronic Money transfer/withdrawal chosen by the Client. Standard Trustcom Commission Fees for money transfer/withdrawal are applied.
- 3.12. Provided that the Client terminates the General Terms and Conditions and applies with the request to close his/her Trustcom Account and delete his/her Online Account from the Trustcom System, or Trustcom terminates the provision of Trustcom Account services to the Client and deletes the Online Account of the Client from the Trustcom System in cases provided in the the General Terms and Conditions or the Account Opening Rules, money held on the Client's Trustcom Account shall be transferred to the Client's bank account or to the account in another electronic payment system indicated by the Client. Trustcom has the right to deduct from the repaid money the amounts that belong to Trustcom (fees for services provided by Trustcom and expenses which have not been paid by the Client, including but not limited to, fines and damages incurred by Trustcom due to a breach of the General Terms and Conditions or the Account Opening Rules committed by the Client, which have been imposed by International payment card organizations, other financial institutions and /or state institutions). In the event of a dispute between Trustcom and the Client, Trustcom has the right to detain money under dispute until the dispute is resolved.
- 3.13. In case Trustcom fails to repay the money to the Client due to reasons beyond the control of Trustcom, the Client shall be notified thereof immediately. The Client shall immediately indicate another account or provide additional information necessary to repay the money (execute a payment).

#### **4. USAGE OF TRUSTCOM ACCOUNT**

- 4.1. The Client may manage the Trustcom Account via the Internet by logging in to his/her Online Account with his/her login name and Password.
- 4.2. Payment Transfers from the Client's Trustcom Account may be executed:
  - 4.2.1. to another user of the Trustcom System;
  - 4.2.2. to the Lithuanian, EU and foreign bank accounts (except for banks in foreign countries to which the Payment Transfers are forbidden; Trustcom informs the Client about such countries in the Trustcom System);
  - 4.2.3. to accounts in other electronic payment systems specified in the Trustcom System.
- 4.3. After the Client has submitted a Payment Order to perform an international Payment Transfer, the conditions of the Supplement Execution of International Payment Transfers is applied in addition to the Account Opening Rules.
- 4.4. Funds may be held on Trustcom Account in different currency. Keeping funds in different currency, the Client undertakes responsibility for possible depreciation of money due to changes in exchange rates. Currency exchange is based on the exchange rate of Trustcom, which is valid at the moment of conversion and is constantly updated and published on the Trustcom website.

- 4.5. Opening and maintenance of Trustcom Account is free of charge, except for cases defined in the Account Opening Rules.
- 4.6. A bank or another electronic money transfer system may apply fees for transferring money from Client's Trustcom Account to the Client's bank account, card or a payment account of another electronic payment system, as well as for transferring money from a bank account, card or another electronic payment system to Trustcom Account.
- 4.7. Fees for Trustcom services are deducted from the Client's Trustcom Account. In case the amount of money on the Trustcom Account is less than the amount of the Payment Transfer and the price of the Trustcom service, the Payment Transfer is not executed.
  - 4.7.1. detailed information about the Payer-Client is given in the field of the primary Payer provided it is supported by the relevant e-banking or payment system;
  - 4.7.2. detailed information about the Payer-Client is given in the field of payment purpose;
  - 4.7.3. along with the Payment Transfer the Payee is given a link to a website where the detailed information about the payment and the Payer is provided.
- 4.8. In case the Payer indicates incorrect data of the Payee and the Payment Order is executed according to the data provided by the Payer (e.g. the Payer indicates a wrong account number), it shall be considered that Trustcom has fulfilled its obligations properly and shall not repay the transferred amount to the Payer. The Payer shall directly contact the person who has received the transfer regarding the return of the money.
- 4.9. The Client is obliged to provide a Payment Order for the execution of the Payment Transaction in accordance with the instructions specified in the Trustcom System and valid at the moment of transfer. In case the Client is the Payee, he is obligated to provide detailed and precise information to the Payer so that the Payment Order for the Payment Transaction in all cases complies with the instructions in the Trustcom System and valid at the moment of transfer. Before sending a Payment Order for the execution of a Payment Transaction or sending information to another Payer, the Client is required to check and update the instructions on filling in the account.
- 4.10. If the Payer submits an incorrect Payment Order or indicates incorrect data for the Payment Transfer, but the Payment Transfer has not been executed yet, the Payer may request to correct the Payment Order. In this case the fee indicated in the Trustcom System for the correction of the Payment Order is applied.
- 4.11. If Trustcom cannot credit funds indicated in the Payment Order to the Payee due to errors of the Payer made in the Payment Order, but the Payer requests to return the funds indicated in the Payment Order, the Payment Order may be canceled and funds may be returned to the Payer, but only under a written request of the Payer and if the Payee agrees to return the funds to the Payer (if the Payee can be identified). In such a case fees for the cancellation of the Payment Order indicated in the Trustcom System are applied.
- 4.12. In all cases, when Trustcom receives a Payment Order but funds cannot be credited due to errors in the Payment Order or insufficiency of information, and neither the Payer nor the Payee has contacted Trustcom for specification of the Payment Order or return of the funds, Trustcom undertakes all possible measures to track the Payment Operation in order to receive accurate information and execute the Payment Order. To track the Payment Operation, the following measures may be used:

- 4.12.1. If Trustcom has contact details of the Payer (email address or phone number), Trustcom contacts the Payer for the Payment Order specification;
- 4.12.2. If Trustcom does not have contact details of the Payer and neither the Payer nor the Payee contacts Trustcom regarding the funds indicated in the Payment Order, Trustcom contacts the provider of Payment Services of the Payer which has sent the funds indicated in the Payment Order with a request to contact the Payer for the information specification. This measure is applied if there are possibilities to contact the provider of Payment Services of the Payer by electronic means;
- 4.12.3. If the aforementioned measures do not help to track the Payment Operation, Trustcom has the right to perform a transfer to the Payer in the amount of 0,01 EUR or another minimum amount, indicating in the payment purpose a request to contact Trustcom and specify the incorrect Payment Order via email. The present measure is applied in case Trustcom has the account number of the Payer from which the Payment Operation was made, the cost of such Payment Transfer is reasonable and the amount of the Payment Transfer is no less than 10,00 (ten) EUR.
- 4.13. In all cases specified in point 4.12 of the Account Opening Rules, the fee for specification of the Payment Order indicated in the Trustcom System is applied by debiting it from the amount of the transfer before crediting the transfer to the Trustcom Account of the Client-Payee.
- 4.14. In case it is impossible to apply neither of the measures listed in point 4.12 for tracking the Payment Operation and in other cases when it is still impossible to identify the Payee according to the indicated or corrected data, the funds are stored in Trustcom System until the Payer or the Payee contacts and additional data allowing to credit the funds to the Payee is provided (after debiting the fee for specifying/ correcting the Payment Order from the transferred amount before crediting it to the Trustcom Account of the Client-Payee). Such funds may also be returned to the Payer under a written request of the Payer. In this case the fee for returning the funds, which is indicated in the Trustcom System, will be debited from the transferred amount before returning it to the Payer.
- 4.15. The Client, having noticed that money has been credited to his/ her Trustcom Account by mistake or in other ways that have no legal basis, is obliged to notify Trustcom about it. The Client has no right to dispose of money that does not belong to him/ her. In such cases Trustcom has the right and the Client gives an irrevocable consent to deduct the money from the his/ her Trustcom Account without the Client's order. If the amount of money on the Client's Trustcom Account is insufficient to debit the money credited by mistake, the Client unconditionally commits to repay Trustcom the money credited by mistake in 3 (three) Business Days from the receipt of such request from Trustcom.
- 4.16. The Client has the right to change limits on Payment Transfers for the Trustcom Account by completing an additional Online Account confirmation in accordance with the procedure established in the Trustcom System and setting other limits for transfers that will come into force after 12 hours after the additional verification procedures. The Client may set the limits at his own discretion, however Trustcom has the right to limit the size of the limits. The Client may check the applied limits in the Trustcom System. The Client will be notified about the limit's entry into force by e-mail.
- 4.17. The Client may check the Trustcom Account balance and history by logging in to the Online Account. There is also information about all applied Commission Fees and other fees deducted from the Trustcom Account of the Client during a selected period of time.
- 4.18. The Client confirms that:



- 4.18.1. incoming funds on his/her Trustcom Account are not obtained as a result of criminal activity;
- 4.18.2. the Client will not use services provided by Trustcom for any illegal purposes, including actions and operations in order to legalize money received for a criminal or illegal activity.
- 4.19. The Client can manage the Trustcom Account and perform Payment Operations from the Trustcom Account:
  - 4.19.1. via the Internet, by logging in to his/her personal Online Account;
  - 4.19.2. via Trustcom Application (the rules indicated in the Management of the Trustcom Account via Trustcom Application are applied after the Client has agreed to conditions of this document);
  - 4.19.3. by Payment Instruments linked to the Trustcom Account (the Supplement Payment Instruments is applied after the Client has agreed to conditions of the Supplement);
  - 4.19.4. by other instruments indicated by Trustcom after the Client has agreed to conditions of using such instruments.
- 4.20. The Client's confirmations, orders, requests, notifications and other actions performed through websites of third persons or other places by logging in to his/her Trustcom Account and identifying him/herself in this way are treated as conclusion of an agreement confirmed by electronic signature.
- 4.21. The management of the Trustcom Account via the Internet:
  - 4.21.1. In order to execute a Payment Operation via the Internet, the Client must fill in a Payment Order in the Trustcom System and submit it for execution, electronically confirming in the Trustcom System his/ her Consent to execute the Payment Order.
  - 4.21.2. Submission of the Payment Order in the Trustcom System is an agreement of the Client to execute the Payment Operation and cannot be canceled (cancellation of the Payment Order is only possible until the execution of the Payment Order has been started – status of the Payment Order and possibility of cancellation are visible on the Online Account of the Client).
  - 4.21.3. When submitting a Payment Order inside the Trustcom System from the Client's Trustcom Account to Trustcom Account of another person, the Client can choose to perform a Password-protected Payment Transfer. In such case, the Client sets a Password of the transfer when forming a Payment Order. The Payment Transfer will only be complete after the Payee has entered the Password set by the Client-Payer. If the Payee does not enter the Password set by the Payer, the money is automatically returned to the Trustcom Account of the Payer after 30 (thirty) days. The moment of authorization of such Payment Transfer is considered the moment when the Payee enters the Password of the Payment Transfer. Such Payment Transfer cannot be cancelled after the Payee has entered the Password of the Payment Transfer. The Client is fully responsible for appropriate and safe transfer of the payment Password to the Payee and assures that the Password will only be disclosed to the Payee.
  - 4.21.4. When filling in the Payment Order, the Client can enter a future payment date which may be up to 2 (two) years ahead. If the amount of money on the Trustcom Account of the Client is sufficient on the day specified by the Client, the Payment Order will be executed. A transfer to another Trustcom Account shall be executed at the beginning of the specified day (00:00 AM in accordance to the time zone of the server GMT+2). A transfer to a bank account is executed within terms specified in the Trustcom System.

- 4.21.5. In case the Payment Order has been filled in incorrectly, the Payment Transfer is not executed, unless Trustcom at its own initiative in exceptional cases corrects the Payment Order or has a sufficient amount of information to determine the correctness of information to execute the Payment Order under a regular procedure.
- 4.21.6. In case the amount of money on Trustcom Account of the Client is insufficient to execute the Payment Transfer, the Payment Transfer is not executed, however, the Trustcom System will attempt executing the Payment Order for 5 (five) more days after the receipt of the Payment Order. If during this period of time the amount of money on Trustcom Account is still insufficient to execute the Payment Order, the Payment Order shall be cancelled and will no longer be attempted to execute. If the amount of money on Trustcom Account is insufficient in one currency, but there is a sufficient amount of money in another currency, the Payment Transfer shall not be executed until the Client converts other currency to the currency of the payment (except for cases, when the Client has ordered an automatic currency exchange feature or the transfer is intended to for paying for goods or services via Trustcom System).
- 4.22. Terms of use of other Trustcom Account managing methods indicated in point 4.19 of the Account Opening Rules (except for the Trustcom Account managing via the Internet) are set out in separate Supplements dedicated to specific Trustcom Account managing method. Specific Supplements regulating other Trustcom Account managing methods shall be applicable in case the Client chooses to use the respective Trustcom Account managing method. The Supplement shall apply to the Client from the moment the Client has electronically or in another way confirmed that he/ she has learned the terms of the Supplement and expresses his/her will to use the Service indicated in the Supplement.

## **5. DEPOSITING AND WITHDRAWAL OF CASH**

- 5.1. Trustcom shall provide the Client with the right to deposit cash to the Trustcom Account on the terms specified in the Trustcom System. Locations, terms, currencies, limits and prices of cash depositing are available on Trustcom website.
- 5.2. Trustcom shall provide the Client with the right to withdraw cash from the Trustcom Account on the terms specified in the Trustcom System. Locations, terms, currencies, limits and prices of cash withdrawal are available on Trustcom website.
- 5.3. The Client shall count the cash to be deposited on Trustcom Account himself/herself prior to depositing or after withdrawing it and make any comments or claims regarding the amount of cash or quality of banknotes immediately after withdrawal.
- 5.4. After the Client has deposited cash to his/ her Trustcom Account, he/ she may manage the money immediately after Trustcom receives it.

## **6. RECEPTION OF THE PAYMENT ORDER, REQUIREMENTS APPLIED TO THE PAYMENT ORDER AND REFUSAL TO EXECUTE THE PAYMENT ORDER**

- 6.1. Provided the Client is the Payer, the Payment Order is considered received by Trustcom (calculation of the time period of execution of such Payment Order starts) on the day of its reception, or, if the moment of reception of the Payment Order is not a Business Day of Trustcom, the Payment Order is considered received on the nearest Business Day of Trustcom.

- 6.2. The Payment Order was received by Trustcom on a Business day of Trustcom but not on business hours set by Trustcom, is considered received on the nearest Business day of Trustcom.
- 6.3. Payment Orders inside the Trustcom System are executed immediately (up to a few minutes, unless the Payment Operation is suspended due to cases set forth by legal acts and the Account Opening Rules), regardless of business hours of Trustcom.
- 6.4. Trustcom has the right to record and store any Payment Orders submitted by any of the means agreed on with Trustcom, and to record and store information about all Payment Operations performed by the Client or according to Payment Orders of the Client. Records mentioned in the present clause may be submitted by Trustcom to the Client and/or third persons, who have the right to receive such data under the basis set forth in the legislation, as evidence confirming the submission of Payment Orders and/or executed Payment Operations.
- 6.5. Payment Orders submitted by the Client shall comply with requirements for submission of such Payment Order and/or content of the Payment Order set by the legal acts or by Trustcom. Payment Orders submitted by the Client shall be formulated clearly, unambiguously, shall be executable and contain clearly stated will of the Client. Trustcom 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, Trustcom, 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.
- 6.6. Trustcom has the right to refuse to execute a 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. In such cases, Trustcom has the right to demand from the Client to additionally confirm the submitted Payment Order and/ or submit documents confirming the rights of persons to manage the funds held on the Trustcom Account or other documents indicated by Trustcom in a way acceptable to Trustcom at expense of the Client. In cases mentioned in this point, Trustcom acts with the aim to protect legal interests of the Client, Trustcom and/ or other persons, thus, Trustcom does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment Order.
- 6.7. The Client shall ensure a sufficient amount of money in a relevant currency on his/her Trustcom Account to execute the Payment Order.
- 6.8. Before executing the Payment Order submitted by the Client, Trustcom 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, Trustcom has the right to refuse to execute the Payment Order of the Client.
- 6.9. Trustcom has the right to involve third parties to partially or fully execute the Payment Order of the Client, if the Client's interests and/ or the essence of the Payment Order require so. In the event that the essence of the Payment Order of the Client requires sending and executing the Payment further by another financial institution, but this institution suspends the Payment Order, Trustcom is not responsible for such actions of the financial institution, but makes attempts to find out the reasons for the suspension of the Payment Order. Trustcom has the right to suspend and/ or terminate the execution of the Payment Order of the Client, if required by law or in case it is necessary for other reasons beyond control of Trustcom.

- 6.10. In case Trustcom has refused to execute the Payment Order submitted by the Client, Trustcom shall immediately inform the Client thereon or create necessary conditions for the Client to get acquainted with such notification, except when such notification is technically impossible or forbidden by legal acts.
- 6.11. Trustcom shall not accept and execute Payment Orders of the Client to perform operations on the Trustcom Account of the Client if funds on the Trustcom Account are arrested, the right of the Client to manage the funds is otherwise legally limited, or in case operations are suspended by applicable legal acts.
- 6.12. If money transferred by the Payment Order is returned due to reasons beyond the control of Trustcom (inaccurate data of the Payment Order, the account of the Payee is closed, etc.), the returned amount is credited to the Trustcom 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 Trustcom can be deducted from the Trustcom Account of the Client.
- 6.13. Payment Transfers initiated by Trustcom may be standard and urgent. The manner of the Payment Transfer is selected by the Client. If the Client does not select the Payment Transfer manner, it is considered that the Client has initiated a standard Payment Transfer.

## **7. PROVIDING AND CANCELLATION OF THE CONSENT, CANCELLATION OF THE PAYMENT ORDER**

- 7.1. The payment transaction is considered authorized only if the Payer provides a Consent. The Consent for Payment given to Trustcom intermediary is considered to be given to Trustcom. The Client-Payer may provide consent in the manner determined by Trustcom or agreed upon with the Client. The consent submitted in writing must be signed by the Client or his authorised representative. The consent may also be confirmed by electronic signature, password, codes and/ or other identity verification means. In all cases stipulated in this clause, the Consent shall be deemed duly approved by the Client-Payer, having the same legal validity as the paper document (i.e. the Consent) signed by the Client (or his/her authorised representative), is permissible as a mean of proof in resolving disputes between Trustcom and the Client in courts and other institutions. The Client shall not be entitled to contest the Payment Operation executed by Trustcom if the Payment Order has been approved by the Consent provided in the manner set out in this clause.
- 7.2. The Consent of the Client-Payer is submitted prior to execution of the Payment Operation. Under an agreement between the Client-Payer and Trustcom the Payment Operation may be authorized, i.e. such Consent of the Client may be given after execution of the Payment Operation.
- 7.3. The Client agrees that Trustcom will transfer Personal Data of the Client to persons directly related to execution of the Payment Operation, such as international payment card organizations, companies processing information about payments by payment cards, the provider of Payment Services of the Payee, the operator of the payment system for execution of the Payment Operation, intermediaries of the provider of Payment Services of the Payee and the Payee.
- 7.4. The procedure of cancellation of the Payment Order:
  - 7.4.1. a Payment Order cannot be cancelled after Trustcom receives it, except for cases provided in the Account Opening Rules;

- 7.4.2. if the Payment Operation had been initiated by the Payee or via the Payee (e.g. a payment via a payment card), the Payer cannot cancel the Payment Order after the Payment Order has been sent or the Payer has given the Consent to the Payee to perform the Payment Operation;
- 7.4.3. the Payment Orders stipulated in point 4.21.4 of the Account Opening Rules may be cancelled until the end of a Business Day of Trustcom, one day before the agreed day;
- 7.4.4. upon expiry of the terms stipulated in points 7.4.1 to 7.4.3 of the Account Opening Rules, the Payment Order may be cancelled only in case the Client-Payer and Trustcom agree on this. In the cases stipulated in point 7.4.2 of the Account Opening Rules, the Consent of the Payee is also necessary.
- 7.5. Trustcom has the right, but not an obligation, to check whether the Unique Identifier given in the Payment Order received by Trustcom corresponds to the name and surname (title) of the Trustcom Account owner. In case the mentioned Unique Identifier is given to Trustcom to debit money from or credit money to the Trustcom Account, the Payment Order is deemed executed appropriately if it has been executed by the indicated Unique Identifier. If Trustcom verifies the Payment Order and establishes an obvious discrepancy between the Unique Identifier provided to Trustcom and the name and surname (title) of the Trustcom Account owner, Trustcom has the right to refuse to execute such Payment Operation.
- 7.6. Provided Trustcom receives a Payment Order to transfer money to the payment account of another provider of Payment Services, such Payment Operation is performed by Trustcom according to the Unique Identifier provided in the received Payment Order – the account number of the Payee in IBAN format, except when the provider of Payment Services does not use the IBAN account format. Trustcom does not hold the responsibility if the Unique Identifier is not provided in the Payment Order or it is incorrect, and/or the provider of Payment Services of the Payee has set a different Unique Identifier for appropriate execution of such Payment Operation (crediting of money to the payment account of the Payee).
- 7.7. If necessary and/ or required by institutions of another states, Trustcom has the right to receive an additional information (e.g. name and surname/title of the Payee, a payment code) required for the appropriate execution of the Payment Order.
- 7.8. When executing Payment Orders initiated by the Client, Trustcom shall transmit to the Payment Service provider the information (including Personal Data of the Client) specified by the Payee in the Payment Order.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

- 8.1. 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 Account Opening Rules, and not transfer it to third parties without a written consent from the other Party or its legal representatives.
- 8.2. The Client agrees for Trustcom to manage his/ her Personal Data with an aim to provide services to the Client and execute other responsibilities under the Account Opening Rules. The Parties guarantee security of Personal Data received while executing the Account Opening Rules. Personal Data is used to the extent necessary to execute the Account Opening Rules. The above mentioned Personal Data cannot be disclosed to third parties without a consent from the subject of this data, except for cases stated by the law or the Account Opening Rules.
- 8.3. The period of data storage is 10 (ten) years (from the moment of termination of the relationship between the Parties), except when the legislation requires a longer period of data

storage. After the period of Personal data processing expires, the Party destroys Personal Data at its possession.

- 8.4. The Client undertakes to protect and not disclose any Passwords, created by him/ her or provided to him/ her under the Account Opening Rules, or other personalized security features of Payment Instruments to third persons and not to allow other persons to use services under the name of the Client. If the Client has not complied with this obligation and/ or could, but have not prevented it and/ or performed such actions on purpose or due to own negligence, the Client fully assumes the loses and undertakes to reimburse the loses of other persons incurred due to the indicated actions of the Client or his/ her failure to act.
- 8.5. In the event of loss of an Online Account Password or other Passwords by the Client or the Password/ Passwords are disclosed not due to the fault of the Client or Trustcom, or in case of a real threat has occurred or may occur to the Online Account of the Client, the Client undertakes to change the Passwords immediately or, if the Client does not have a possibility to do that, notify Trustcom thereof immediately (not later than within one calendar day) by means indicated in General Terms and Conditions. Trustcom shall not be liable for consequences that have originated due to the notification failure.
- 8.6. After Trustcom receives the notification from the Client as indicated in point 8.5., Trustcom shall immediately suspend access to the Online Account of the Client and provision of Trustcom services until a new Password is provided/ created for the Client.
- 8.7. Trustcom draws the attention of the Client to the fact that the email linked to the Trustcom Account and also other instruments (e.g. mobile telephone number), which under Client's choice are linked to his/ her Trustcom Account, are used as instruments for communication or identification of the Client, therefore, these instruments and logins to them shall be protected by the Client. The Client is completely responsible for safety of his/ her email passwords and all the other instruments used by him/ her and their login passwords. Passwords are secret information, and the Client is responsible for its disclosure and for all operations performed after the Password used by the Client for a relevant Online Account or another Payment Instrument is entered. Trustcom recommends to memorize Passwords and not to write them down or enter in any instruments where they may be seen by other persons.
- 8.8. Issues of protection of the Client's Personal Data are also regulated by the Privacy Policy Supplement, which the Client has read and undertakes to observe.
- 8.9. Trustcom has the right to transmit all collected important information about the Client and his/ her activity to other law enforcement institutions, state authorities (State Tax Inspectorate (VMI), Social Insurance Fund (SODRA)), and other financial institutions, if such duty is determined by the legislation, and in order to identify whether the Account Opening Rules and relevant legislation have not been or will not be violated.
- 8.10. The Client grants Trustcom the right to undertake necessary measures, including but not limited to, submitting requests to third persons directly or via third parties in order to determine identity of the Client and accuracy of other data submitted by the Client.
- 8.11. Trustcom points out that in all cases Trustcom operates only as a service provider for the Client, which sends money to the Payee under the request of the Client-Payer and does not provide or offer any services to the Payee until he or she has become a Client of Trustcom.
- 8.12. Trustcom has the right to record telephone conversations with the Client. The Parties agree that telephone conversations and messages transferred via mail, email and other telecommunication instruments may be deemed evidence when settling disputes between the Parties. By executing the Account Opening Rules the Client confirms that he/ she understands

and agrees on Trustcom recording any telephone conversations with the Client or his/ her representatives without a separate notice or warning. Trustcom stores records of telephone conversations and other correspondence for its own needs and does not provide it to the Client. The Client also has the right to record and store telephone conversations and other correspondence.

- 8.13. The Client agrees that his/ her Trustcom Account number and Personal Data required for the payment transfer may be detected and displayed to another Trustcom user who intends to make a payment transfer to the Client if another Trustcom user enters a confirmed identifier of the Client (name, surname, bank account , e-mail address).

## **9. LIABILITY OF THE PARTIES**

- 9.1. Each Party is liable for all fines, forfeits and other losses which the other Party incurs due to violation of the Account Opening Rules by the guilty Party. The guilty Party undertakes to reimburse direct damage incurred due to such liability to the affected Party. In all cases, liability of Trustcom under the Account Opening Rules is limited by the following provisions:
- 9.1.1. Trustcom shall only be liable for direct damages caused by direct and essential breach of the Account Opening Rules made by Trustcom, and only for damages which could have been foreseen by Trustcom at the time of breaching of the Account Opening Rules;
- 9.1.2. The amount of compensation for damages caused by violating the Account Opening Rules by Trustcom shall not exceed the average of Commission Fees for the last 3 (three) months paid to Trustcom by the Client for provided services. This restriction is applied for the total amount of all violations of the month. In case the average of 3 (three) months cannot be calculated, the compensation cannot exceed 2000 EUR (two thousand Euros);
- 9.1.3. In all cases, Trustcom shall not be liable for non-receipt of profit and income by the Client, loss of reputation of the Client, loss or failure of Client's business, and indirect damages;
- 9.1.4. Limitations of Trustcom liability shall not be applied if such limitations are prohibited by the applicable law.
- 9.2. Trustcom does not guarantee uninterrupted Trustcom System operation, because Trustcom System operation may be influenced (disordered) by many factors beyond control of Trustcom. Trustcom shall put all efforts to secure as fluent Trustcom System operation as possible, however, Trustcom shall not be liable for consequences originating due to Trustcom System operation disorders if such disorders occur not due to the fault of Trustcom.
- 9.3. The Trustcom System may not operate due to reasons under control of Trustcom and Trustcom shall not provide any compensation for malfunctions if the Trustcom System has been accessible for more than 99% (ninety nine percent) of all time, calculating the average of at least 3 (three) months.
- 9.4. Cases, when Trustcom limits access to the Trustcom System temporarily, but not longer than for 24 (twenty four) hours, due to the Trustcom System repair, development works and other similar cases, and if Trustcom informs the Client about such cases at least 2 (two) calendar days in advance, shall not be considered Trustcom System operation disorders.
- 9.5. Trustcom is not liable for:
- 9.5.1. money withdrawal and transfer from the Trustcom Account and for other Payment Operations with funds held on the Client's Trustcom Account if the Client had not protected

- his/ her Passwords and identification instruments, and as a result they have become known to other persons, and also for illegal actions and operations of third persons performed using counterfeited and/ or illegal documents or illegally received data;
- 9.5.2. errors and late or missed transactions made by banks, billing systems and other third parties;
  - 9.5.3. consequences arising due to disturbances of fulfilment of any Trustcom obligations caused by a third party which is beyond control of Trustcom;
  - 9.5.4. consequences arising after Trustcom legally terminates the General Terms and Conditions and/or Account Opening Rules, cancels Client's Trustcom Account or limits access to it, also after reasonable limitation/ termination of provision of a part of the Services;
  - 9.5.5. goods and services purchased using Trustcom Account, and also for other party, which receives payments from the Trustcom Account, not complying with terms of any agreement;
  - 9.5.6. for a failure to fulfil its own contractual obligations and damages, in case it was caused due to Trustcom fulfilling duties determined by the law.
  - 9.5.7. The Client assures that all actions of the Client related to the execution of the Account Opening Rules will comply with the applicable law.
  - 9.6. The Client is fully liable for correctness of data, orders and documents submitted to Trustcom.
  - 9.7. If the Client, who is a Consumer, denies having authorised the Payment Operation which has been authorized or states that the Payment Operation has been executed improperly, Trustcom 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.
  - 9.8. If the Client is a Consumer, the Client 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: usage of a lost or stolen Payment Instrument; illegal acquisition of a Payment Instrument.
  - 9.9. If the Client is not a Consumer and/ or the Payment Operation is executed in the currency of a European Union Member State to/ from a foreign country or in the currency of a foreign country, the Client bears all the losses incurred due to the reasons provided for in point 8.8.
  - 9.10. The Client bears any losses incurred due to unauthorized Payment Operations if the Client has suffered the losses as a result of acting dishonestly or due to his/ her gross negligence or intentionally not fulfilling one or several of the duties indicated below:
    - 9.10.1. to comply with the rules regulating issuance and usage of the Payment Instrument provided in the General Terms and Conditions, Account Opening Rules or its Supplements, when using the Payment Instrument;
    - 9.10.2. if the Client finds out about a loss, theft, illegal acquisition or unauthorized usage of the Payment Instrument, about facts and suspicions that personalized security features of his/ her Payment Instruments have become known to or can be used by third persons, the Client shall notify Trustcom or the subject indicated by Trustcom immediately, in accordance with the rules regulating issuance and usage of the Payment Instrument provided in the present General Terms and Conditions, Account Opening Rules and/or its Supplements;



- 9.10.3. to undertake all possible measures to protect personalized security features of the Payment Instrument after the Payment Instrument has been issued.
- 9.11. After the Client submits a specified in point 8.5. notification with a request to block the Payment Instrument, Trustcom shall bear the losses of the Client incurred due to the lost, stolen or illegally acquired Payment Instrument, except for cases of when the Client has acted not in a good faith. Provisions of this clause are applied only to the Client who is a Consumer.
- 9.12. In case Trustcom does not create conditions to immediately notify about a lost, stolen or illegally acquired Payment Instrument, Trustcom shall bear the losses incurred due to unauthorized usage of the Payment Instrument, except for cases when the Client has acted not in a good faith. Provisions of this clause are applied only to the Client who is a Consumer.
- 9.13. The present provisions of the Account Opening Rules, which are intended for Consumers, are not applied to Clients who are not Consumers and act under the General Terms and Conditions, Account Opening Rules and/or its Supplements, pursuing aims related to their business, commercial or professional activity.
- 9.14. The Client shall check information about Payment Operations performed on the Trustcom Account at least once a month and notify Trustcom about unauthorized or improperly executed Payment Operations, also about any other errors, inconsistencies or inaccuracies in the Statement. The notification shall be submitted not later than 60 (sixty) calendar days after the day when Trustcom, according to the Client, has performed the unauthorized Payment Operation or has performed the Payment Operation improperly. If the Client is a Consumer, he/ she shall notify Trustcom about an unauthorized or improperly executed Payment Operation in a currency of a European Union Member State to the European Union Member State in writing not later than 13 (thirteen) months after the day of debiting money from the payment account. If the Client does not submit specified notifications within the time period indicated, it is considered that the Client has unconditionally agreed to the Payment Operations, that had been executed on the payment account. The Client shall submit to Trustcom any information about illegal logins to the Trustcom Account or other illegal actions related to the Trustcom Account, and undertake all reasonable measures indicated by Trustcom in order help in investigating the illegal actions.
- 9.15. The Party is relieved from the liability for failure to comply with the General Terms and Condition, Account Opening Agreement and/or its Supplements in case the Party proves that the General Terms and Condition, Account Opening Agreement and/or its Supplements have not been executed due to circumstances of force majeure which are proven in accordance with the procedure established by the law. The Client shall notify Trustcom about the force majeure in writing within 10 (ten) calendar days after the day of occurrence of such circumstances. Trustcom shall notify the Client about force majeure circumstances via email or websites of the Trustcom System.