



General Terms and Conditions

Introduction

1. About these General Terms and Conditions

- 1.1. These General Terms and Conditions ("**GTC**") constitute a legally binding Agreement between you (the "**Customers**" or "**you**") and Unlimit EU Ltd ("**The Company**", '**us**', or '**we**') for the provision of all the services provided by the Company to the Customer (the "**service(s)**") through any means as decided by the Company from time to time.
- 1.2. Please read these GTC carefully because these GTC govern the relationship between you and us, including:
 - 1.2.1. when an Account is opened with us;
 - 1.2.2. the maintenance and operation of the Account;
 - 1.2.3. the provision of payment services by us;
 - 1.2.4. other related matters such as Currency Exchange and Internet Banking.
- 1.3. These GTC supplement Additional Terms applying in relation to specific services and products of The Company for Customers.
- 1.4. The GTC apply to services they refer to and which are provided by The Company to Customer at any given time in relation to Customer's Account, and relations, and shall constitute an integral part of transactions between Customer and The Company.
- 1.5. These GTC apply to the use of Accounts and services made available online by The Company to Customer while using the **User Interface** of The Company or the Partner (as defined below).
- 1.6. By applying for and using Account and any services, Customer agrees that Customer has read the GTC and agrees to be bound by them.
- 1.7. The GTC contain capitalised words which are defined in the definitions part below.
- 1.8. **Customers should pay special attention to capitalized words or sentences in bold while reading these GTC because they have specific meanings set out in section 5 (Definitions) or have specific consequences for Customers.**
- 1.9. To the extent that the Customer subscribes for services that are not provided by The Company in terms of these GTCs or Additional Terms, Customers will be required to agree to separate terms and conditions with such third parties ("**Separate Terms**"), which will govern those services or products. The Customer understands and agrees that the purpose of Separate Terms is to create separate legally binding contracts between the Customer and such third party and no third party nor the Company shall be liable to the Customer for the actions of any other.

2. About The Company

- 2.1. Unlimit EU Ltd / The Company is registered in Cyprus (HE328641), and has its registered and head office address at 125 Georgiou Griva Digeni, Limassol 3101, Cyprus.
- 2.2. The Company is licensed and regulated by the Central bank of Cyprus as an **Electronic Money Institution** with license number 115.1.3.7/2018.
- 2.3. The Company's license and details are available in the register maintained by the Central bank of Cyprus on its website www.centralbank.cy, which website also contains the particulars, contact details and address of the Central bank of Cyprus.
- 2.4. Funds held on Account with The Company **do not constitute a deposit and are not covered by the Deposit Guarantee Scheme in the EEA**.

3. Customer support and Contact Details

- 3.1 The Company may be contacted via its Website, the User Interface and via email.
- 3.2 Website or User Interface may contain or refer to additional information for Partner Customers regarding administrative support for the operation of Partner User Interface or support to Partner Customers regarding other service queries. Where such information or rules are available, Partner Customers should reach out to such customer contact for any technical difficulties they may experience with the operation of Partner User Interface or other identified service queries.

4. Contents

These GTC contain the following sections:

Section 1: Accounts

Section 2: Payment Services

Section 3: Currency Exchange

5. Definitions

Account	Account held (or to be held) with The Company, being either a payment or an e-money account in IBAN format, in the name of Customer, who and/or whose Authorized Person(s) pursuant to the application/notification by the Customer to The Company from time to time, shall be connected through the internet via Internet banking and/or via electronic and/or other connections/instruments as shall be determined or made available by The Company to its Customers and their Authorized Persons from time to time. Account shall include other account(s) used for maintenance/accounting of Customer's balance/funds (i.e. fiat funds) with The Company.
Acceptance Format	A form of acceptance to formalize the Application which can include a signature (whether hand, electronic or digital) or such other evidence of agreement by Customer, as The Company in its discretion agrees to accept as evidence from time to time and the words "Signed" or "Signature" shall be read and construed accordingly.
Additional Terms	Any terms, conditions, agreements, supplements, information, documents of whatever type and nature (including without limitation specifications, descriptions, policies, procedures, requirements issued by The Company or the Partner for Customers) governing services/products/relations of Customer with The Company or the Partner as and where applicable.
Agreement	An agreement between The Company and Customer for provision of Account and related services and matters, the integral parts of which are the Application, GTC, applicable List(s) of F&C, and any Additional Terms.
Application	An application in such form as accepted by The Company that is completed by Customer to open an Account or receive a service of The Company from time to time.
Authorized Persons	A person authorized by Customer to access, manage, operate Account(s), business relations and services, credentials, any payment instrument, means, access to Account. Reference to Authorized Person shall include: <ul style="list-style-type: none"> • Authorized signatory/representative/equivalent of Customer • Internet banking/ User Interface user meaning Customer and/or Authorized Person who has/have access and/or uses/use any or specified services of Internet banking/ User Interface and/or any aspect/part thereof. • Cardholder (if applicable), being a natural person, specified by Customer in the relevant service application to whom The Company issues Card.
Business Day	A day when The Company is open for business in the Republic of Cyprus during working hours of The Company in a particular day, and provided always that Customer may carry out transaction on Account. Public, national and banking holidays in the Republic of Cyprus, as well as Saturdays and Sundays are not Business Days.
The Company	Unlimit EU Ltd, a company incorporated in the Republic of Cyprus under incorporation number HE328641.
Corporate Customer	A Customer who is a legal entity, establishment or arrangement or any other legal person or registered entity or vehicle (regardless of form).
Customer	Means, either the Individual Customer, Freelance Customer or Corporate Customer as the case may be, depending the person (legal or natural) with whom Agreement is concluded and in whose name the Account is opened/provided. Reference to Customer shall be deemed to include Customer's Authorized person(s) where applicable.
E-money	Represents the value of the funds stored electronically (on or in relation to the Account, relevant Card or other instrument/device), for the purpose of allowing the Customer to make payment transactions with available e-money.
E-money Account	An Account where, upon receipt of funds towards the Account, e-money is issued in relation to the Account.
Electronic Money Law	The Electronic Money Laws of 2012 and 2018 (81(I)/2012), as amended and supplemented from time to time.
Freelance Customer	A Individual Customer, other than a Corporate Customer, who uses payment services for purposes wholly or mainly connected with his/her trade, business, professional or commercial activity
Individual Customer	A Customer that is a natural person who uses payment services acting for purposes other than his/her trade, business, professional or commercial activity. Also known as a Consumer .
Internet banking (remote account management for Customer)	Dedicated electronic facilities at any given time provided, whether by The Company and Authorized Persons) or a Partner, for accessing and managing Account(s), for performance of payments, currency exchange and other transactions and/or orders/instructions and/or the selection of payments and/or other products/services of The Company through a computer and/or any other equipment/ connection/procedure required through the web and/or smartphone/device or through such other electronic links and/or signals and/or interfaces through which access to such services of The Company is or can be provided, as such may be

	determined by The Company from time to time, and which include, among other, the transfer of funds from and to an Account, electronic transfer of files, orders, forms and Account statements, providing information on exchange rates, creating orders, information relating to Cards/instruments, instructions including in relation to payments, information relating to agreements and other services provided by The Company, applications for account opening, issuance of Cards and/or payment instruments and applications for the provision of services by The Company. Reference to Internet banking shall include the User Interface and Partner User Interface.
List of F&C	Applicable to Customer effective list of fees, charges and commissions and other expenses relating and applicable to different services and payment transactions of/at The Company and in respect to the Account, payable by Customer to The Company, including any specific List of F&Cs applicable to a Partner Customer.
Partner	A third party authorized by The Company to enable Customer to access and use Customer's Account(s) and services of The Company through a Partner User Interface.
Partner Customer	A Customer who applies to open an Account, and maintains Account with, and uses associated services of The Company, via the Partner User Interface.
Partner User Interface	A User Interface used by Customer made available by Partner.
Party or Parties	Customer and The Company referred to either alone or jointly.
Payment Services Law	The Provision and Use of Payment Services and Access to Payment Systems Law of 2018 (31(I)/2018), as amended and supplemented from time to time.
Security and Authentication Credentials	Login ID, Password and/or relevant security code/factor or changes to the same which may be specified to Customer in respect of use of The Company services), API keys (refresh and access tokens), and/or other relevant payment instrument, instrument of Internet banking, any manner of security and authentication credentials/codes, including personal/individualized data/procedure that The Company implements.
User Interface	An internet banking interface (whether an app or browser-based interface) used by Customer to undertake Internet Banking, including via ibank (internet banking User interface) or mbank (mobile banking user interface) and/or via the Partner User Interface.
Website	www.unlimit.com

Section 1: Accounts

The present section sets out details of the Accounts which The Company provides to Customers, being Accounts which allow execution of payment transactions. The provisions of this section as amended from time to time form an integral part of the GTC.

1. Current Account

- 1.1. Current Account is a non-interest-bearing accounts opened in IBAN (International Bank Account Number) format for Customer (IBAN Account) which allows execution of payment transactions. Accounts may be opened by all categories of Customers i.e., Individual Customer, Freelance Customer or a Business Customer. Where specifically stated, certain terms included in these GTC apply only to one or more of these categories of Customer and Customers should pay due regard to these.
- 1.2. Current Account may be opened as a single-currency or a multi-currency account. The Company at its sole discretion may restrict or not allow use of certain currencies.
- 1.3. Current Account enables use of the following services subject to any restrictions thereon:
 - 1.3.1. Incoming/outgoing payment transactions (wire transfers) from/to accounts with other payment service providers (banks, payment institutions, electronic money institutions) within and outside the EEA via payment settlement systems (such as SEPA, SWIFT, TARGET2);
 - 1.3.2. Incoming/outgoing payment transactions from/to Accounts within The Company;
 - 1.3.3. Transactions using Card instrument, subject to Additional Terms;
 - 1.3.4. Application for and use of other services and functionality as may be determined by The Company, subject to availability/applicability/functionality/limitations.
- 1.4. Current Account is opened on the basis of these GTC, by entering into which, The Company and Customer conclude agreement on provision of services.

- 1.5. Accounts are subject to these GTC, including GTC Section 2: Payment Services.

- 1.6. The Company may require the Customer to open and maintain an Account (Current Account, if applicable) to use the services provided by the Company and could be subject to any Additional Terms with the Company to use such services.

2. Card Account

- 2.1. Account may be opened/linked with Card instrument to be used with relevant Account ("Card Account"), subject to Account properties and The Company's procedures.
- 2.2. Any Card Account and related services are provided based on the conclusion of relevant Agreement and Additional terms), which supplement these GTC.
- 2.3. The Company reserves the right to refuse Card instrument opening/linking at its sole discretion, including pursuant to GTC and Additional Terms.
- 2.4. Card Account may also be used with related Crypto services provided by third part provider subject to the Separate Terms made available to the Customer.

3. Account opening and Categories of Customer

- 3.1. There are three different types of Customers that can open an Account with the Company. These Customers are: (i) an Individual Customer; (ii) a Corporate Customer and; (iii) Freelance Customers. In this clause 3, the Company sets out the opening of such Accounts of by each category of Customer. It is the Customer's responsibility to know what Customer category they are in (as defined in these GTCs) and which Account opening process and underlying rights are applicable to them. If a Customer has any queries they should contact The Company by reaching out to us using the contact details described in the "Contact Us" section above.
- 3.2. In particular, an Individual Customer or a Freelance Customer has the right to withdraw from the Agreement made under these GTC and end the Agreement within the first 14 days of opening an Account by giving notice to The Company in

- accordance with the provisions of GTC Section 5: General Relations. An Individual Customer or a Freelance Customer shall have a right to withdraw without paying any penalties and without having to indicate any reason. In case of withdrawal from the Agreement The Company will return any remaining balance to such Individual Customer or Freelance Customer.
- 3.3. Agreement on provision of services is concluded on the grounds of Customer's Application subject to The Company's approval.
- 3.4. In order to enter into agreement pursuant to the GTC and open Account, Customer shall undergo The Company's effective procedures for establishment of business relations and account opening and shall enter into Agreement with The Company on Account opening and maintenance under the terms and conditions in force herein and (if applicable) Additional Terms.
- 3.5. Customer shall submit Application to The Company in an Acceptance Format in accordance with The Company's requirements and procedures in force and shall provide all required and requested information and documents in relation to itself, including Authorized Persons (if applicable), for performance by necessary identification, verification and due diligence procedures as may be under applicable law.
- 3.6. Application forms used by Partner Customers may vary from time to time and be available via the Partner or The Company via the Partner User Interface.
- 3.7. Customers should state on the Application form whether they are applying as a Corporate Customer, a Business Customer or an Individual Customer, and the Company reserves the right assess in its sole discretion that such selection is accurate and may reject such Application if the incorrect selection is made by the Customer. The Customer may be advised to apply for an Account opening in the correct category in such instances according to the Company's account opening procedures.
- 3.8. Account opening procedure is subject to The Company's requirements, which The Company may vary at any time and from time to time at its sole discretion, including during Customer onboarding and Account opening process. The Company informs on the Customer of requirements and changes (if any) prior to and during onboarding and opening process. The Partner User Interface may refer to Additional Terms for Partner Customers, including regarding identification and authentication in relation to Application and Account opening process with The Company.
- 3.9. The Company decides on Account opening within a timeframe that The Company at its absolute discretion sets forth in every particular case and after receiving duly completed Application in connection with Account opening and supporting documents and information to the satisfaction of The Company.
- 3.10. By signing and submitting Application, Customer certifies that:
- Customer or any of its Authorized Persons signing the Agreement (including these GTC and any Additional Terms) with the Company, is of legal adult capacity (being an individual over 18 years of age), being the Customer, and in case of an Authorized Person is duly authorized by the Customer to do so and their signature legally binds the Customer in all respects.
 - Customer has read and understood and expressly agrees to enter into, to follow and be bound by these GTC, applicable List(s) of F&C, any Additional Terms of whatever type and nature that all together govern the service, provision of services and relationship between Customer and The Company;
 - In case of Customer's Authorized Person, Customer has ensured that Authorized Person has read and understood the GTC, applicable List(s) of F&C, any Additional Terms of whatever type and nature and agrees with them and undertakes to observe them;
 - Account and Security and Authentication Credentials/payment instruments/means/accesses will be used exclusively by Customer/Authorized Person (if applicable), for Customer's benefit and legitimate interests;
 - Account and Security and Authentication Credentials/payment instruments/means/accesses will not be used for illegal purposes or in violation of these GTC or any Additional Terms of whatever type and nature that all together govern the service, provision of services and relationship between Customer and The Company;
- Customer and (if applicable) Authorized Person(s) understands the content, obligations and risks related to use of services;
 - Customer has provided accurate, correct and complete information and documents to The Company in relation to Customer and (if applicable) Authorized Person(s).
- 3.11. Application shall be submitted by Customer to The Company in accordance with effective procedures and instructions of The Company. **If relevant Application is submitted via remote means (such through the User Interface and/or any electronic channels or methods approved by The Company from time to time), an Agreement concluded via such remote means shall have the same legal effect as if it had been concluded based on an Application bearing the Customer's signature.**
- 3.12. The Company may inform upon receipt of Customer's Application that the requested service or its particular features may not be provided.
- 3.13. The Company reserves the right at its sole and absolute discretion to reject Customer's Application for Account opening, not to enter into Agreement, any Additional Terms agreement or any agreement with Customer, not to open Account and not to issue any payment instrument/means/accesses/Security and Authentication Credentials, or provide any service without providing reasons for refusal.
- 3.14. Upon The Company's decision to enter into Agreement, based on Customer's submitted Application, The Company shall open Account in the Customer's name whereupon the Customer shall receive the relevant confirmation on Account opening. Agreement is considered concluded from stated date of Account opening.
- ## 4. Account closing
- 4.1. Either The Company or Customer may initiate closing of Account at any time, without providing reasons for it.
- 4.2. Customer has the right to close any of his Accounts anytime at his will and notify The Company of said request. In case of a closure request from Customer, The Company shall treat a request for Account closure within 10 (ten) Business Days (or relevant period stated in relevant prevailing Additional Terms as applicable) following receipt of the Customer's respective notification. Closure of Account is subject to the provisions of GTC, including GTC Section 5: General Relations, regarding termination. During the closing of an Account of Customer, The Company reserves the right to set-off any credit balance of Customer with any other liabilities of Customer to The Company.
- 4.3. In respect to funds represented on an Account which is e-money, the value, when not debited for execution of transactions (including fees and charges or liabilities towards The Company), may be transferred (redeemed) to another account of Customer/designated by Customer, which may be either to the account from with funds were originally remitted by Customer (or to another account in the name of Customer) and as may be set in prevailing Additional Terms rules applicable for respective Account.
- 4.4. In case operation of an Account opened on the basis of these GTC is being terminated by The Company, Customer shall be provided with the relevant notice of The Company, subject to GTC provisions, including GTC Section 5: General Relations, regarding termination.
- ## 5. Dormant Account
- 5.1. An Account is classified by The Company as dormant when no transaction is executed on the Account for a period greater than four (4) consecutive months or for any other period of time determined by The Company at its absolute discretion. "Transaction" excludes debits carried out by The Company in

the period preceding and during the dormancy of the Account (such as fees and charges made by The Company), or change of any other elements of the Account.

- 5.2. Once Account is classified as dormant, Customer may either opt to close or be permitted by The Company to reactivate the Account.
- 5.3. The Company may unilaterally block dormant Account in such a way that Customer shall be unable to access the Account and The Company will not accept credit or debit transactions or other operations until the reactivation of the Account by Customer. Moreover, The Company may refuse to accept applications for or block/discontinue provision of any/all other services, including Additional Terms, agreements, in case Customer's Account(s) is(are) dormant.
- 5.4. In case Customer opts to reactivate dormant Account, Customer's transaction shall need to be carried out on the Account, and Customer may be required to additionally undergo identification and due diligence procedures, to update data related to Customer where necessary, to the satisfaction of The Company. The Company reserves the right to unilaterally block Customer's Account and close Account/terminate business relations when Customer does not respond/does not respond timely/adequately to request in relation to the aforementioned and in relation to updating Customer's information at The Company.
- 5.5. The Company reserves the right to close inactive Accounts with zero (or negative) balance at any time regardless of actual dormancy, and at any time in case of Corporate Customers, without further advance notice to Customer, to terminate Agreement, business relationship, pursuant to the provisions of GTC Section 5: General Relations, regarding termination.

6. Account statements

- 6.1. Account statements showing executed transactions and debiting and crediting of Account shall be made available by The Company to Customer electronically in a durable format, via User Interface.
- 6.2. Account statement shall be available to Customer via User Interface relation to each month free of charge, and shall be the agreed method of provision of the Statement.
- 6.3. Customer may be able to obtain through the User Interface an Account statement for a specific month or a particular period.
- 6.4. Customer is advised to print and/or save the Account statements for future reference.
- 6.5. The Company may set forth a maximum period for which Account statement that may be available in User Interface. Account statement for a period exceeding the maximum period can be provided upon Customer's request.
- 6.6. The Company reserves the right to provide or make available Account statements using a different method that is deemed appropriate from time to time. In such a case, The Company shall inform Customer in advance.
- 6.7. Customer agrees to be charged according to the applicable List(s) of F&C in force, or as agreed with/set forth by The Company (including in via any applicable Additional Terms), in case Customer requires from The Company or requests additional information, a paper statement, to receive information on a more frequent basis or requests that information is made available in a way other than the agreed method.
- 6.8. Customer is obliged to monitor Account, its status, transactions and balance of funds thereon regularly and not less frequently than once every 7 (seven) days. Customer shall verify transactions based on Account statements (available via User Interface, provided electronically, and in hard copy if provided at request) as well, if applicable to specific service or otherwise, via other means of Internet banking, via the SMS-services notifications etc.
- 6.9. Customer acknowledges that changes in Account statements that might occur (e.g. in case of correction of errors). These shall be available in Account statements available to Customer via User Interface. Customer is deemed informed of the changes as of the date of relevant transactions/entries are made. If Customer has objections, reservations or comments concerning his Account statement/Account, he shall submit them to The Company in writing within seven (7) days from the

date that the relevant transactions and/or entries have been made. Failure to submit such objections within the timeframe specified, constitutes approval and acceptance by the Customer of the correctness of said Account statement and/or relevant transactions and/or entries and/or status of Account and The Company shall be fully exempted from any kind of liability and/or obligations, without prejudice to provisions of the GTC: Section on payment services.

- 6.10. Customer undertakes to ensure he has access to/receives Account statements, and is obliged to notify The Company immediately upon discovery during fulfilment of his obligations to check Account statement and its status at least every 7 (seven) days via User Interface, if Account statement was not provided or made available to Customer, in which case The Company shall take all necessary actions to make said Statement available to Customer, otherwise it shall be deemed that Customer has access to/received Account statement.
- 6.11. Account statement shall be deemed as primary evidence of transactions made on Account. Account statement shall be deemed as a sufficient grounds to ascertain a respective fact.
- 6.12. Without negation of the Customer's obligations, it shall be deemed that Customer is notified duly and immediately on any transaction/entry on Account once a respective transaction was reflected in Account statement in User Interface regardless of the actual time when Customer gets acquainted with Account statement and information on transactions.

7. Fees and charges, payments to The Company

- 7.1. Customer shall pay fees and charges to The Company for The Company's services provided to Customer, which shall be charged at The Company's effective rates set forth in the applicable **List(s) of F&C**, as amended from time to time, applicable to Customer's Account(s) and services.
- 7.2. **In relation to Partner Customers, specific List(s) of F&C may be applicable to Customer, Customer's Account(s) and services.**
- 7.3. Before applying for Account opening and any service of The Company, Customer shall familiarize himself with applicable List(s) of F&C, which are available to Customer during Account opening (via Website/online resources publication where applicable or as may be otherwise communicated directly to the Customer), and whenever Customer requests to receive said List(s) of F&C. **Please note that depending on the category of Customer, applicable List(s) of F&C may apply.**
- 7.4. Currency exchange rates shall be applied in accordance with GTC and GTC Section 2: Payment Services and GTC Section 3: Currency Exchange.
- 7.5. The Company at its absolute discretion may set forth additional fees and charges for services that are not included in the applicable List(s) of F&C or other fees and charges lists approved by The Company, but which were requested by Customer in a particular case and such fees and charges are binding on Customer.
- 7.6. Should taxes, duties or similar payments be levied on the fees and charges, The Company is entitled to withhold such payments from the Customer, with the fees and charges being increased accordingly.
- 7.7. The Company is hereby authorized to debit Customer's Account(s) with fees and charges at such intervals as The Company may determine at its sole discretion from time to time.
- 7.8. If Customer's payment is subject to any mandatory deductions or withholding whatsoever, Customer shall cover/pay to The Company such additional amount, ensuring the full settlement of the amount.
- 7.9. When using services (including any third-party services) at the Customer's request and/or related to/during service rendering, Customer shall immediately reimburse The Company for all such expenses.
- 7.10. Commission fees for payment transactions cover only services of The Company. When Customer indicates a particular charge type (SHA/OUR/BEN), The Company shall transmit said instruction in the details of the payment order to the relevant correspondent/intermediary/originator/recipient/beneficiary bank/payment service provider/payment settlement system/participant ("participant"), save for certain instances

(such as SEPA payments which shall be automatically set to SHA, and setting OUR in case The Company may present to an intermediary bank or a recipient bank directly). The Company's liability is limited to that condition. The Company shall not be responsible for failure to comply with The Company's instructions on the part of any participant or for an incomplete receipt of the transfer/change of payment term for other reasons that are beyond The Company's control (for example, transfer practice of a respective country/applicable to specific currency).

- 7.11. Regardless of payment type and payment term indicated for a particular payment (SHA/OUR/BEN), and other characteristics, whether acting as payment service provider or beneficiary payment service provider, The Company shall not be responsible for fees and charges, or any expenses, that may be levied by any participant. Customer acknowledges and accepts that any participants involved in the execution of a particular payment transaction may debit their charges from the payment amount directly or otherwise levy the same. Where such charges are directed by the aforementioned participants to The Company in respect to Customer's payment transaction, Customer is responsible for their settlement to The Company.
- 7.12. Customer's funds/balances maintained in specific currencies and/or with a specific correspondent bank/bank/institution and/or with specific arrangements, including at Customer's request or due to any requirements/procedures, The Company is entitled to at its discretion apply fees in relation to maintenance and servicing of said funds/balances. Fees may be fixed, percentual, variable or otherwise, determined and amended at The Company's sole discretion, shall be applicable immediately without notice, based on the said maintenance and servicing costs including applicable fees, charges and expenses payable in relation to the maintenance and servicing (including to/as imposed by correspondent bank/bank/institution), overheads, costs, profit margins, operating costs. The aforementioned shall be considered sufficient notification of Customer. The Company reserves the right to inform Customer at the earliest opportunity following fees/ amendments via usual communication means. Customer shall be informed of fees via Account Statement via User Interface.
- 7.13. The Company has the right to set-off, transfer, or apply sums held in Customer's Account(s), funds, balances in or towards satisfaction of any and all liabilities, fees and charges owed to The Company on any ground that have not been paid or satisfied when due by the Customer.
- 7.14. Customers shall not be entitled to any interest or any other compensation or consideration whatsoever in respect of any amount held by The Company under these GTCs. The Company is not obliged to transfer to Customers any benefits and interests received from the amounts to be paid out to the Customer.
- 7.15. Customer agrees that fees and charges may be debited by The Company from any Account, funds, balances of Customer at The Company's discretion.
- 7.16. Subject to possibility and approval by The Company, Customer may request The Company to charge certain fees and charges in relation to one Account of Customer, from another Account of Customer.
- 7.17. Fees and charges must be paid prior to execution of a service/transaction, unless The Company has stated otherwise in a particular case. Unless Customer has paid applicable fees and charges to The Company, The Company is entitled to cease rendering services to Customer or refuse rendering services without any notice; The Company shall not be responsible for any resulting losses and expenses of Customer. The Company is entitled to continue rendering services at The Company's own discretion in case Customer has not paid fees and charges, The Company consequently acquiring the corresponding rights of claim towards Customer.
- 7.18. The Company is entitled to debit any Account(s)/balance/funds of Customer with The Company with an amount of any claim due under any transaction/service Customer applied for/requested/undertaken to be performed by Customer and/or which The Company is entitled to under

any agreement between Customer and The Company (including concluded pursuant to GTC and any Additional Terms) without further acceptance by Customer. If a sufficient balance in the applicable payment currency is available in Customer's Account at the moment when such payment is to be made, The Company shall debit the amount in the respective currency. In case of insufficient balance in the respective currency, The Company is entitled to debit the amount of its claim in a different currency at a currency exchange rate of The Company effective as of the moment of debiting the claim amount. If the amount paid by Customer is insufficient to satisfy all claims of The Company, the claims shall be satisfied in accordance with procedures stated at The Company's discretion, including procedures for first repaying less secured liabilities.

- 7.19. If Customer defaults on its liabilities towards The Company in full or in part, or in case Customer's bankruptcy/insolvency proceedings, legal protection proceedings/Customer's liquidation process or similar process has been initiated, The Company is entitled to use Customer's funds available at The Company to decrease or discharge in full the amount of Customer's liabilities.
- 7.20. The Company reserves the right to impose and/or amend at its sole and absolute discretion the fees and charges and any commissions at any given time, giving relevant notice to the Customer, pursuant to these GTC, and GTC Section 5: General Relations, on amendments where applicable.

8. Special terms and fees

- 8.1. The Company may but is not obliged, to apply to Customer and/or Customer's Account(s) a -non-standard or applicable tariff.
- 8.2. The Company shall commence application of the relevant non-standard or applicable tariff at its discretion and at a time provided to Customer, irrespective of whether circumstances for its application existed before.
- 8.3. If Customer is required to inform/apply to The Company for application of a non-standard or applicable tariff, when The Company becomes aware of the respective circumstances under other procedures, this might not constitute sufficient grounds for application of such non-standard or applicable tariff.
- 8.4. If a non-standard or applicable tariff is applied to Customer and/or Customer's Account(s), then as soon as The Company becomes aware of the expiry of such circumstances that formed the grounds for the application of non-standard or applicable tariff or at any time at its absolute discretion, The Company is entitled to apply to the respective Customer and/or Account(s) any terms, conditions and applicable List(s) of F&C in force.
- 8.5. As soon as The Company becomes aware of changes in the circumstances the existence of which was a precondition for the application of a non-standard or applicable tariff to Customer and/or Customer's Account(s), The Company is entitled to cease provision of relevant service, and/or close the respective Account and/or apply relevant terms and applicable List(s) of F&C which correspond to the new circumstances.
- 8.6. The Company may unilaterally and without notice provide and revoke or cancel any non-standard or applicable tariff, discount, special fee, charge, rate, terms, conditions. In such a case, applicable terms, List(s) of F&C in force shall apply with immediate effect to the relevant Customer and/or Account(s).

Section 2: Payment Services

This section of the GTC as amended from time to time and its terms are in addition to other sections of the GTC and form an integral and indivisible part thereof.

1. Payment services

1.1. **Payment services** refers to the following services The Company provides either as payment service provider or as beneficiary payment service provider:

- Incoming/outgoing payment transactions (wire transfers) from/to Accounts with other payment service providers (banks, payment institutions, electronic money institutions) within and outside the EEA via payment settlement systems (such as SEPA, SWIFT, TARGET2).
- Incoming/outgoing payment transactions from/to Accounts within The Company.
- Execution of payment transactions through a payment instrument (Card/other device/means where applicable, which may subject to Additional or Separate Terms).

2. Submission and authorization of payment orders

2.1. In order to make a payment, Customer shall submit a payment order for execution to The Company in the manner and form and according to the effective procedure determined and prescribed by The Company, including subject to Additional Terms of whatever type and nature.

2.2. Submission of payment orders by Customer to The Company in any of the following ways shall be deemed notification by Customer of authorization for execution of the same:

- By instructions through electronic systems, including User Interface, Internet banking and commencement of payment service by the use of Security and Authentication Credentials, including Login ID, Password, (and/or relevant security code/factor which The Company may specify from time to time), API keys, means/access codes for instructions through Internet banking.
- For transactions effected by Card, with receipt of the data for the transaction to be considered authorized by Customer/Authorized Cardholder (the person authorized to use the Card issued to Customer by The Company) and for its execution as stated in the relevant Additional Terms for Card.
- By instructions via a payment instrument/means/procedure electronic or otherwise that The Company may place from time to time at the disposal of/make available to Customer and the use of relevant personal/individualized data and/or Security and Authentication Credentials and procedures.

2.3. The Company does not accept payment orders submitted in any other way (e.g. paper form, by email, etc.).

2.4. A submitted payment order, which is authorized by the respective authentication means constitutes an irrevocable confirmation/consent of Customer with regard to said instruction, amount, currency and other details stated in the payment order.

2.5. Payment order may be submitted in a way other than through User Interface upon prior agreement with The Company. The aforementioned shall apply including in exceptional cases of User Interface unavailability, subject to The Company's additional requirements and verification/security procedures.

2.6. In case of a payment order in a form other than through User Interface, The Company is entitled to reject execution of such instructions/payment order as well determine and conduct validation procedures at its discretion.

2.7. Where The Company has agreed/provided to accept payment order in paper-based form, the Customer shall provide payment order bearing the Customer's (if applicable, Authorized Person's with capacity to act) signature to The Company, authorizing such payment order/instruction with his signature. The Company is entitled to reasonably check whether the signature of the Customer/Authorized Person differs visually from the signature in the Customer's/Authorized Person's signature sample or identity document.

2.8. The Company shall bear no liability whatsoever in respect to a forged/illegally/erroneously drawn up payment order under any circumstances if The Company has identified Customer and/or Authorized Person according to the requirements for authorization of these GTC, any Additional Terms, particular

agreements, terms, applicable regulations, procedures for these purposes.

3. Information required for execution of payment transactions

3.1. It is Customer's obligation that Customer's payment transaction submitted to The Company contains all required information necessary for its execution. Specifically:

3.1.1. A Customer's payment order for outgoing funds transfer where Customer is the originator (payer) shall be submitted to The Company with all required information for execution, shall be filled in precisely and in full, and shall state/contain:

- Customer's name and Customer's Account number from which payment shall be made;
- Beneficiary's (payee's) name, address and account number;
- Full name, address and bank code of the beneficiary's bank/payment service provider;
- Intermediary bank details, where available;
- Payment amount and currency;
- Payment details;
- Other details required in a payment order and necessary for performing the payment, including which may be required to be transmitted from originator (payer) to the beneficiary (payee), which may be required/requested by The Company, by the bank/payment service provider of the beneficiary, by intermediary banks, participants involved in its execution, by relevant laws, regulations, rules, authorities, payment settlement systems.

The payment purpose shall describe accurately and clearly the nature of the payment (including a reference to details of the payment supporting document, e.g. date, number, contract title) and goods or services paid for, and accompanying documents shall be provided.

3.1.2. In case of a batch payment order, the above-mentioned information shall be provided by Customer for each payment within the relevant series of payments requested.

3.1.3. To execute a Card transaction, Customer shall provide the information as stipulated in the Additional Terms agreement for Cards.

3.1.4. For incoming funds transfers where Customer is the beneficiary (payee), Customer shall inform the originator (payer) of information required for any receipt of payment which is to be in Euro (whether or not it is a SEPA payment) or any other currency that may be made available to Customer by The Company from time to time, being accurate and complete:

- Customer's Name, Address and Account Number;
- The Company's bank code;
- Intermediary bank details, where available;
- Payment amount and currency which is available to Customer for receipt of payments;
- Payment details;
- Other details required in a payment order and necessary for receiving the payment, including which may be required to be transmitted from originator (payer) to the beneficiary (payee), which may be required/requested by The Company, by the bank/payment service provider of the originator, by intermediary banks, participants involved in its execution, by relevant laws, regulations, rules, authorities, payment settlement systems.

The payment purpose shall describe accurately and clearly the nature of the payment (including a reference to details of the payment supporting document, e.g. date, number, contract title) and goods or services paid for, and accompanying documents shall be provided.

3.2. Where Customer is the originator, The Company shall not be obliged to secure the beneficiary's consent to the payment transaction; where Customer is the beneficiary, The Company shall not be obliged to secure Customer's consent to the payment transaction.

- 3.3. Beneficiary's IBAN account number (or account number where no IBAN is available) is required to correctly execute an order. Payment transactions which were executed based on the IBAN (or account number where no IBAN is available) of the beneficiary's account shall be deemed correctly executed by The Company.
- 3.4. The Company will effect a payment based on the information provided to The Company specified hereinabove in relation to the payment order/transaction. If information provided by Customer (as originator) or in relation to Customer (as beneficiary) is incorrect/incomplete, The Company is entitled to refuse or delay execution, and shall not bear any liability in connection with non-execution, wrong or delayed execution of a payment order/transaction. The Company, at Customer's request, shall make reasonable efforts to trace and recover funds relating to such payment transaction and is entitled to charge Customer for their tracing and recovering.
- 3.5. The Company has the right to set at its sole discretion the information and requirements (minimum or otherwise) for execution of payments and to reflect these, as it deems appropriate, in the payment order form (electronic form, paper form, document, technical specification etc.) and/or by other means, and Customer undertakes to observe such information and requirements set forth from time to time. The Company shall bear no liability in connection with non-execution, wrong or delayed execution of a payment order in case of Customer's failure to observe requirements.
- 3.6. Payment orders shall only be executed in currencies which are available to Customer from time to time, subject to The Company's internal limits and restrictions set forth at its sole discretion from time to time, and in which The Company deals from time to time.
- 3.7. Prior to the execution of a payment transaction, where applicable, Customer is provided with the following information and may request from The Company: time for execution of the payment transaction; the charges payable by the Customer with respect to the payment transaction; and where applicable, a breakdown of such charges.

4. Receipt, cut-off and terms for execution of payment orders

- 4.1. The time of receipt of a payment order shall be that when The Company receives the payment order complying with the form and procedures stipulated by The Company, meeting The Company's requirements and submitted in accordance with the cut-off times stated for the particular payment transaction type in the relevant List of F&C; else in relevant Additional Terms for such as applicable.
- 4.2. If the time of receipt of a payment order is after cut-off time for a particular payment transaction type or not within a Business Day, the payment order is deemed to be received on the following Business Day.
- 4.3. Terms of executing payment orders submitted by Customer shall depend on payment types stated in the relevant List of F&C and cut-off times; else in relevant Additional Terms for such as applicable.
- 4.4. Customer shall state the preferred payment priority in Customer's payment order (e.g. standard, urgent, express), in absence of which, the payment shall be rejected. If Customer has not stated the preferred payment priority, The Company is also entitled to consider standard priority is to be applied and to execute such payment as a standard payment.
- 4.5. The Company and Customer may agree in advance that the execution of a payment order shall start on a specific date or point in time in future. If the agreed day or point in time is not on a Business Day, the payment order shall be deemed to have been received on the following Business Day.
- 4.6. Receipt of the payment order shall not guarantee its execution. A condition precedent for executing the payment order is compliance of the payment order with all requirements set forth herein, and Additional Terms as relevant, and in other legal enactments, requirements that regulate payments.
- 4.7. Timeframes shall not apply in case any details or information required in connection with the payment transaction is erroneous/missing/incomplete/in non-conformity with The Company's requirements/limits/restrictions. In which case The

Company is entitled to treat the payment order/transaction as set forth in the GTC, including GTC Section 2: Payment Services and provisions concerning suspension/refusal to execute. The is without prejudice to The Company's right to decline said payment transaction, in which case new payment instructions will need to be provided by Customer. Corrections shall be subject to fees.

- 4.8. The Company reserves the right to delay or suspend or decline any outgoing or incoming payment transaction where The Company determines to carry out further checks or investigations (including for reasons of fraud, AML suspicion/prevention, security or justifiable reasons). If The Company decides to execute the payment transaction, the relevant timeframe shall be from the moment of completion of such checks and the value date reflected accordingly. Wherever possible, The Company shall use the closest available execution day (next Business Day) after checks completion, reflecting the value date accordingly.

5. Payment processing, execution and value date

5.1. Outgoing payments to other payment service providers

- 5.1.1. When executing a payment order, The Company executes the same without additional negotiation with the Customer, by choosing the most appropriate execution route and payment settlement systems at the sole discretion of The Company. Customer's instructions regarding the intermediary bank/payment service provider/payment settlement system shall not be binding upon The Company.
- 5.1.2. If a payment order submitted by Customer is received by The Company before the cut-off time set forth in the applicable List of F&C, The Company shall execute the payment with the value date stated in the same. On the said value date, The Company shall pass the payment amount to the beneficiary or the beneficiary bank/payment service provider or the intermediary bank/payment service provider or payment settlement system/participant.
- 5.1.3. If a payment order submitted by Customer is received by The Company after the cut-off time set forth in the applicable List of F&C, The Company shall process the same on the next Business Day. The Company shall be entitled, without obligation, to process Customer's payment order submitted after the cut-off time on the same Business Day, adding one more day to the payment value date.
- 5.1.4. If a value date stated in the applicable List of F&C appears to be a holiday/non-working day of the correspondent bank/payment service provider, intermediary bank/payment service provider, beneficiary bank/payment service provider, or payment settlement system or other participant via which the payment is to be executed or a day proclaimed to be a holiday/non-working day in the country of issue of the payment currency, The Company may execute Customer's submitted payment order on the next working day of The Company, correspondent bank/payment service provider, intermediary bank/payment service provider, beneficiary bank/payment service provider, payment settlement system or participant via which the payment is to be executed, or the country of issue of the payment currency.
- 5.1.5. If the correspondent bank/payment service provider, intermediary bank/payment service provider, beneficiary bank/payment service provider, or payment settlement system or participant via which Customer's payment to other bank/payment service provider is to be executed is located in a different time zone, The Company is unable to guarantee execution of the same in accordance with the terms of the applicable List of F&C.
- 5.1.6. In case of a payment made by Customer to another bank/payment service provider, The Company is unable to guarantee passing the payment amount to the beneficiary bank/payment service provider and crediting of the same to the beneficiary's account within the specified time if one or several correspondent/intermediary banks/payment service providers/payment settlement systems/participants are involved in the payment execution.

5.2. Payment transactions within The Company (internal/intrabank payments)

- 5.2.1. Payments within The Company submitted by Customer shall be processed by The Company on Business Days, taking into account the cut-off times and payment value dates stated in the applicable List of F&C. If a payment order submitted by Customer is received by The Company after the cut-off time set forth in the applicable List of F&C, The Company shall process the same on the next Business Day.
- 5.2.2. Subject to technical availability (as determined exclusively by The Company) payments within The Company submitted by Customer may be processed and executed by The Company 24/7.
- 5.2.3. Payments made between Customer's Accounts with The Company and payments from other Customers' Accounts with The Company shall be credited by The Company to Customer's Account on Business Days before the cut-off times stated in the applicable List of F&C.

5.3. Incoming payments from other payment service providers

- 5.3.1. Payments from other payment service providers addressed to Customer shall be credited by The Company to Customer's Account on Business Days before the cut-off times stated in the applicable List of F&C following receipt of the respective notice from the payment originator's (payer's) payment service provider regarding the payment addressed to Customer's Account and provided that The Company has received all information necessary for the payment execution in accordance with The Company's requirements to the satisfaction of The Company.
- 5.3.2. The Company shall not credit a payment from another payment service provider addressed to Customer to Customer's Account until The Company receives a relevant confirmation pursuant to The Company's requirements that the payment amount has been credited to The Company's correspondent account.
- 5.3.3. When crediting a payment from another payment service provider addressed to Customer to Customer's Account, The Company shall determine the payment value date according to the value date stated in the payment order. Where the value date stated in the payment order precedes the date of the payment processing by The Company, The Company shall set the Business Day of processing as the value date. The Company shall also be entitled to set the Business Day preceding the payment processing date as the value date.
- 5.3.4. The payment amount shall be passed to Customer on the payment value date determined by The Company. The Company shall inform Customer on the value date of the payment credited to Customer via Internet banking means; Customer shall consult the Account statement via User Interface.
- 5.4. A payment addressed to Customer shall be deemed executed correctly provided that the same has been executed in accordance with Customer's Account number in IBAN format stated in the payment order. The Company is entitled, without any obligation, to check that the Account number stated in the payment order conforms to the Customer's name and details and in case of non-conformity – to deny execution of the payment, send it back, and/or request details to be amended.
- 5.5. In case Customer's Account has been credited with funds through The Company's error, The Company is entitled to debit the Account with such funds without Customer's acceptance, notifying Customer accordingly via Internet banking means; Customer shall consult the Account statement via User Interface.
- 5.6. In case Customer's Account has been credited with funds whereas the correspondent bank/any payment service provider/payment settlement system/participant/party involved in the payment or payment execution defaults on its obligations to The Company (i.e. the payment amount addressed to Customer is not actually passed to The Company), the funds credited to Customer may be debited by The Company from Customer's Account without acceptance of Customer.

- 5.7. In case Customer's Account has been credited with funds through the originator's (payer's) error, Customer shall cooperate with The Company in settlement of consequences of such error. In this connection Customer shall supply The Company with requested information and documents related to funds credited by error within terms stated by The Company. Unless Customer observes its obligation of such cooperation, The Company shall be entitled to block funds credited by error until clarification of circumstances.

- 5.8. The Company credits payments addressed to Customer only in the currencies supported by The Company from time to time and made available to Customer from time to time. The Company does not credit a payment addressed to Customer if the payment is in a currency which is not supported by The Company and/or which is prohibited/not allowed/not opened for Customer/Customer's Account. In such a case The Company rejects the payment and sends it back. The Company may at its sole discretion, convert the incoming payment into a currency of said Customer's Account applying The Company's exchange rate applicable at the time of conversion. The aforementioned shall be deemed adequate informing of Customer.

5.9. Batch payment orders

- 5.9.1. Batch payment orders refers to a series of payment orders containing instructions for a series of payment transactions by the Customer to be executed by The Company collectively as a batch.
- 5.9.2. Provision of batch payment orders processing is subject to Customer's application for service and to The Company's approval. The Company is entitled to reject Customer's application, as well as terminate provision of service at any time at its own discretion without advance notice.
- 5.9.3. Instructions for batch payment orders shall be submitted to The Company by completion and transmission electronically via User Interface/Internet banking of a file provided for such purpose for Customer's use and in accordance with procedures for its submission determined by The Company. All entries in the file must be completed correctly in order for the instructions to be valid.
- 5.9.4. The input of instructions given in a batch payment orders batch file must adhere to the format required by The Company and notified to Customer/Authorized Person in any manner The Company deems appropriate from time to time including, without limitation setting out the procedure in User Interface/Internet banking. In the event that such instructions given in a batch file do not conform to the said format The Company is entitled to reject the whole batch payment orders batch file and no instructions contained therein shall be executed.
- 5.9.5. Depending on functionality, with filing of instructions for a batch payment orders batch file, Customer using Security and Authentication Credentials, may sign each payment order separately, several orders of the batch or all payment orders of batch.
- 5.9.6. With the filing of instructions for batch payment orders and use of the Security and Authentication Credentials, the Customer authorizes The Company to execute a series of payment transactions and for each individual payment transaction in the series:
- Debit a specified Account with a specified amount in a specified currency plus any applicable fees and charges and;
 - Where a payment is to an Account held with The Company, to credit correspondingly a specified Account with the specified amount in the specified currency less any applicable fees and charges.
- 5.9.7. For payment orders submitted as batch payment orders, available funds are compared against the aggregate amount of each individual payment order submitted as part of a batch payment orders batch file, plus The Company's fees and charges.
- 5.9.8. The Company shall not execute any batch payment order if execution cannot be made due to lack of available funds in the relevant Account, for reasons applicable to non-execution of

- any payment order specified in the GTC herein (and any Additional Terms as applicable) or for any other lawful reason.
- 5.9.9. Provisions on The Company's rights regarding non-execution and/or delayed execution of payment orders apply in full to batch payment orders.
- 5.9.10. Batch payment orders are subject to fees and charges set forth by The Company in the applicable List of F&C and/or determined pursuant to provisions herein making these available to Customer.
- 5.9.11. Payment order submitted as a batch payment order is subject to time of receipt and cut-off times set forth in the applicable List of F&C, Additional Terms as applicable and/or set forth by The Company from time to time making these available to Customer (via User Interface or via relevant communication methods, including specified herein, including in GTC Section 5 : General Relations, regarding communication.)

6. Information following payment transactions

- 6.1. Following the debiting /crediting of the amount of a payment transaction from/to Customer's Account, The Company makes available to Customer after its execution (as the case may be):
- A reference allowing Customer to identify the payment transaction, and, where appropriate, information relating to the beneficiary (payee) or the originator (payer), as the case may be, and information transferred with the payment transaction;
 - Amount of the payment transaction in the currency the Customer's Account is debited/credited as the case may be or in the currency used for the payment order if the Customer is the payer, and where applicable the relevant exchange rate used.
 - Amount of charges for the payment transaction and breakdown where applicable;
 - The debit value date or the date of receipt of the payment order if the Customer is the payer or the credit value date if the Customer is the payee.
- 6.2. Information shall be available to Customer via User Interface and in relation to each month free of charge and in a way that allows him to store and reproduce the information, which shall be the agreed method of provision of information, unless agreed otherwise pursuant to the provisions of the GTC, and/or by virtue of Additional Terms as applicable between Customer and The Company. In case of Corporate Customers, The Company may, but is not obliged to provide all or part of the information and has the right to charge fees for its monthly provision. The Company is entitled to charge Customers for other manners of information provision.

7. Revocability of a payment order

- 7.1. A payment order for execution of a payment transaction given by Customer to The Company becomes irrevocable upon its receipt by The Company.
- 7.2. In case it is agreed between The Company and Customer that the execution of a transaction shall be made on a specific day or at the end of a specific period, Customer-Consumer may revoke the payment order at the latest by the end of the Business Day preceding the agreed time. The aforementioned shall not apply to Corporate Customers, and The Company may but is not obliged to accept revocation of the payment order.
- 7.3. Revocation of the Customer's authorization is made in writing in the form and in accordance with The Company's effective procedures and may be made not later than the time at which the payment order becomes irrevocable. The revocation shall be deemed received at the time it is received by The Company if the time of receipt is before the close of the Business Day. If received after the close of the Business Day, the revocation of the authorization shall be deemed received on the following Business Day.
- 7.4. After the timeframes set out above, the payment order may be revoked only by agreement between The Company and Customer. Agreement of the beneficiary may also be required. In such a case, Customer shall settle to The Company relevant fees, charges and expenses related to operations.

8. Correction, cancellation and investigation of payments

- 8.1. Customer may apply to The Company for corrections in the payment order submitted to The Company by submitting a respective application in the form and according to an effective procedure required by The Company. Nevertheless, The Company shall not guarantee correction of the payment order.
- 8.2. The Company might only ensure correction of Customer's payment order of which The Company has not begun treatment/processing and that has not yet been executed.
- 8.3. If Customer applies for correction of an already executed payment order, The Company shall, to the extent possible for The Company, contact the beneficiary's or intermediary bank/payment service provider to request corrections in the executed payment order.
- 8.4. Customer may apply to The Company for cancellation of a submitted payment order by submitting a respective application in the form and according to an effective procedure set by The Company to the same. Nevertheless, The Company shall not guarantee cancellation of the payment order.
- 8.5. If Customer applies for cancellation of an already executed payment order:
- In case of a payment to another payment service provider, The Company shall, to the extent possible for The Company, contact the beneficiary's or intermediary bank/payment service provider to request return of the funds transferred. The Company shall refund funds to Customer's Account only upon The Company ascertaining that the payment order has not been executed at any stage of the payment order execution and after The Company receives funds back from the beneficiary or intermediary bank/payment service provider;
 - In case of a payment within The Company (internal/intrabank payment) – The Company shall, to the extent possible for The Company, try to contact the beneficiary to obtain its consent to the payment return. The payment shall be returned to Customer only if and after the beneficiary consents to the same and The Company has received the respective amount.
- 8.6. In case of payment cancellation, The Company shall not return fees and charges paid related to payment execution.
- 8.7. Customer shall settle to The Company relevant fees, charges and expenses related to operations hereunder.
- 8.8. On the basis of Customer's application, which shall meet effective requirements of The Company, The Company shall investigate funds transferred by Customer or addressed to Customer and not received by The Company and apply relevant fees and charges and expenses.

9. Rectification of a payment transaction

- 9.1. Customer is responsible for familiarization with the transactions that have occurred on the Account frequently, not less than every 7 (seven) calendar days via User Interface. Customer is entitled to request rectification of a payment transaction, if, as soon as Customer becomes aware of a transaction which Customer identifies as unauthorized, incorrect, erroneous, Customer notified The Company immediately without delay and in any event not later than 7 (seven) calendar days after the date of recording of the relevant transaction on the Account.
- 9.2. Failure to provide such information within such period of time serves as a proof that the Customer accepted the transaction and the status of the Account and The Company shall consider that Customer has no objections to the transaction, and any later objection or claim shall be precluded.
- 9.3. The Company is not responsible to Customer for an unauthorized or erroneous transaction, if Customer has not undertaken and informed The Company without delay, in accordance with the GTC - in particular provisions of GTC Section 3: Internet banking, related to security and relevant procedure for Customer's actions and informing The Company

in said circumstances, at the latest within 7 (seven) days from after an unauthorized or wrongly executed transaction has become known or should have become known to Customer (including Authorized Person).

- 9.4. Without negation of the provisions of the preceding clauses and Customer's obligations therein, Customer (an Individual Customer or Freelance Customer) rights to refund and rectification are voided in absence of the relevant notification 13 (thirteen) months after the recording of the transaction on the Account.
- 9.5. Customer shall bear the burden of proof to evidence that a transaction has been unauthorized or if he claims it has been incorrectly executed.
- 9.6. If unauthorized transaction is made via a payment instrument/Security and Authentication Credentials/means/access that have been lost, stolen, or acquired in another illegal manner and as a result of this, Customer has incurred losses, Corporate Customer assumes all resulting losses. Save where Individual Customer bears resulting losses and liability to the full extent as stated in these GTC, any Additional Terms agreement or document or in applicable laws and regulations: Individual Customer assumes risk of up to 50 (fifty) Euros for losses incurred until the moment such Individual Customer has appropriately notified The Company that the payment instrument/Security and Authentication Credentials/means/access is no longer in the possession of Customer/Authorized Person (including the procedure set out in GTC Section 3 : Internet banking on security and as to Customer's actions and informing The Company in said circumstances); Individual Customer shall not be liable if the payment instrument/Security and Authentication Credentials have left the possession of Customer/Authorized Person due to illegal actions of third parties which were undetectable prior to such transaction and Customer has certified this to The Company in accordance with appropriate procedures and appropriate proof has been presented.

10. Liability for non-execution or incorrect execution

- 10.1. The Company is not liable to Customer for unauthorized transactions under any circumstances when Customer/Authorized Person has intentionally or upon negligence acted fraudulently/illegally, including by violating the requirements of these GTC, applicable Additional Terms, procedure, document, information of whatever type and nature set forth by The Company, or applicable laws and regulations, including for example, failure to take actions necessary for ensuring the secrecy, safety and security of relevant payment instrument and/or Security and Authentication Credentials, any means, accesses, devices, related to Account accordingly.
- 10.2. Customer will be liable for all losses incurred as a result of the use of payment instrument/Security and Authentication Credentials/ means/accesses/devices, including, illegal use of thereof and in cases of unauthorized transactions, if the Customer/Authorized Person has acted illegally, fraudulently, with negligence, including in violation of present GTC (and/or any other applicable Additional Terms of whatever type and nature, any procedures and security requirements/information), or applicable laws and regulations, in violation of GTC Section 3: Internet banking on security, as well as failing to immediately perform actions of GTC Section 3: Internet banking on security, Customer's actions and notifications under the circumstances. Failing to timely notify The Company of any change in communication details of Customer/Authorized Person (including mobile phone number and email address, address and any other relevant data) shall equally constitute negligence of Customer/Authorized Person in relation to performance of their security obligations under these GTC.
- 10.3. Any dispute concerning any payment, transaction or any matter or service between the Customer/Authorized Person and a payment counterparty or any third party, shall be a dispute between said parties, and shall not in any way affect the Customer's liability to pay The Company any sums or

liabilities arising out of and/or connected with such payment, transaction or matter and no claim or counter claim by the Customer/Authorized Person against any counterparty or third party shall be a defense or counterclaim against The Company.

- 10.4. In case of an incorrectly executed transaction by The Company, The Company's liability shall not arise unless all required information for the correct execution of the payment order was given to The Company correctly. Subject to observance by Customer of the timeframe for notification of The Company for rectification of a payment order as stated in the provisions of these GTC, in case of an incorrect execution of a payment transaction, any liability is limited as follows:

- 10.4.1. In the case a payment transaction initiated by the Customer as the originator (payer) was not executed or defectively executed, the Customer may request The Company to trace such payment. In case payment instructions were incorrect/incompletely/in non- conformity Customer shall bear all respective fees, costs, expenses.
- 10.4.2. In case a payment transaction was initiated by Customer-Consumer as the payer (originator), and the payee's (beneficiary's) payment service provider did not receive the amount of the payment transaction, The Company shall not be liable to return/reinstate Customer where the payment transaction was properly recorded in The Company's systems. The Company's obligation to return without undue delay, to Customer-Consumer the amount of the transaction arises only if it is shown that the relevant transaction was not executed or incorrectly executed by The Company, in which case where applicable, The Company reinstates the Account of said Customer- Consumer to the state it would have been in had the incorrect transaction not been executed. The Company shall not be obliged to return funds or reinstate Customer's Account in case the error/defect/non-execution lies with any other payment service provider/participant involved in its processing (such as any intermediary, beneficiary bank/payment service provider, payment settlement system/participant). No obligations of The Company in this provision shall apply in respect to Corporate Customer, and any funds return shall depend on the outcome of the tracing/investigation, without any obligation to reinstate/reimburse Corporate Customer's Account, or any amounts or fees and expenses.
- 10.4.3. In case the Customer-Consumer is the payee (beneficiary) of a payment transaction, if after receipt of the relevant payment amount of such payment transaction by The Company, the payment transaction was not executed correctly by The Company, The Company shall place the amount of the payment transaction at the Customer-Consumer's disposal and where applicable, credit the Customer's Account as payee with the corresponding amount, in order to reinstate the Account to the state it would have been in, had the transaction been correctly executed. No obligations of The Company in this provision shall apply in respect to Corporate Customers.
- 10.4.4. In case the Customer is the payee (beneficiary) of any payment transaction which was executed late, provided that the amount was received by The Company, The Company at the request of the payment services provider of the payer (originator), may ensure if possible, to set the credit value date of the Customer's Account to a date no later than the date the amount would have been value dated had the transaction been correctly executed.
- 10.5. Under no circumstances will The Company bear any liability for non-execution or any delayed execution (or manner implied defective) when exercising its rights under the GTC, any Additional Terms, applicable laws and regulations.
- 10.5.1. It is considered that The Company's obligations regarding execution of the payment made by Customer to another payment service provider (e.g. bank, electronic money institution, payment institution) shall be deemed discharged upon passing the payment amount to the disposal of the beneficiary's payment service provider or intermediary bank/payment service provider and/or payment settlement system. Having received the payment amount passed on, the

beneficiary's payment service provider or intermediary bank/payment service provider shall be liable for due execution of the payment.

10.6. Authorization claims

- 10.6.1. In case of a claim from Customer/Authorized Person by which Customer/Authorized Person contests/denies authorization of a transaction, The Company shall perform initial examination of the claim.
- 10.6.2. If upon initial examination of the claim The Company has reasonable suspicions that Customer/Authorized Person has acted illegally, fraudulently, negligently, including, by failing to comply with security obligations, including of the Security and Authentication Credentials and/or the transaction has been approved in accordance with the provisions of these GTC, Additional Terms, The Company is entitled not to repay Customer the sum of the contested transaction (if applicable), and also to inform of suspicions supervisory and law enforcement authorities. In the case referred to in this provision, Customer has the obligation to prove the soundness of the claim.
- 10.6.3. If the claim is submitted by Customer-Consumer, and upon evaluating the type of approval of the transaction, the claim initially seems justified, The Company shall repay the sum of the unauthorized transaction not later than within the next Business Day. The foregoing shall not apply to Corporate Customers or in case the service provider of the payee is located outside the EEA. However, The Company, upon its own initiative, may continue to examine both such claims and claims submitted for other reasons, and the repayment of the sum of transaction to the Customer may not be deemed as the admittance of the responsibility of The Company for the unauthorized transaction or other circumstances referred to in the claim.
- 10.6.4. Sums of transactions, if such may be repaid as a result of examining a claim regarding execution of a transaction, shall be repaid after completion of the examination of the claim. The Company, upon its own initiative and also upon a request of Customer, shall inform Customer of the progress in the examination of the claim
- 10.6.5. If by continuing to examine the claim after repayment of the sum of transaction, The Company finds that the claim was not justified or Customer is not entitled to the refund, The Company is entitled to withdraw the repaid sum from Customer's Account and/or any Account(s)/funds of Customer with The Company, if at the moment of withdrawing the respective sum is not available in the relevant Account of Customer.
- 10.6.6. The Company is entitled to charge fees and expenses in relation to treatment of an unjustified claim.
- 10.6.7. If Customer/Authorized Person provide false, misleading or incomplete information or take other abusive actions when submitting the claim, The Company is entitled to withhold costs and losses from any Account/funds of Customer incurred in the process of examining the claim.
- 10.6.8. Customer and Cardholder undertake to provide The Company with all information requested in a timely manner and cooperate in full during the examination of the claim, including in cases, when The Company has repaid to Customer the sum of the contested transaction.
- 10.6.9. A claim will be considered to be received on the respective Business Day, if Customer/Cardholder submitted it and The Company accepted it until 13:00 Cyprus time. Claims submitted after the specified time and also on weekends and public holidays shall be considered to be submitted on the following Business Day. A claim shall only be considered accepted once The Company has obtained all requested and relevant information from Customer/Authorized Person to proceed with its examination and treatment and actions specified in this section. Incomplete or incomprehensive claims cannot be treated.
- 10.6.10. When submitting a claim regarding authorization, Customer/Authorized Person undertake to immediately stop the operation of the Account and/or Security and Authentication Credentials/means/access or, if this is not possible by immediately notifying The Company to block the

same in accordance the procedures in GTC Section 3: Internet Banking. If The Company finds that Customer/Authorized Person failed to observe requirements stated in the GTC herein, The Company has the right to perform any blocking actions (of Account, Security and Authentication Credentials/means/accesses) independently. Failure on the part of Customer/Authorized Person to perform the requirements under GTC in relation to blocking, security and immediate notification shall be considered material in connection with observing security obligations by Customer and Authorized Person.

- 10.6.11. The Company is entitled to unilaterally close the claim procedure by deeming it erroneously commenced and inform Customer thereof, when the information provided by the Customer/Authorized User is unclear, incomplete, delayed, false or misleading and the Customer/Authorized Person cannot be contacted or contacted in a timely manner through contact details specified by the Customer/Authorized Person.

11. Refusal to execute a payment, blocking Account, instruments and credentials

11.1. Suspension

- 11.1.1. The Company is entitled to postpone or reject execution of a payment order without being liable for any loss suffered by Customer if:
- Customer's Account balance is insufficient to execute the respective payment order and/or cover applicable fees and charges;
 - Details of the payment order should be amended;
 - Customer's additional confirmation/information/supporting documents in relation to the payment is required;
 - If the payment order does not meet requirements applicable to its content;
 - On Customer's Account stated in the payment order there is insufficient balance in the currency stated in the said payment order, including fees and charges (e.g. Customer's Account does not have the necessary USD balance).
 - Any reason stated in these GTC, pursuant to any Additional Terms of any type, The Company's rights, applicable laws, regulations, requirements.
- 11.1.2. Where execution of the payment order is postponed, such payment order shall be valid for execution during 10 (ten) Business Days from the day of submitting the same to The Company, and/or any period determined by The Company at its discretion.
- 11.1.3. In case Customer fails to provide all required details in a payment order or clearly state the nature of a payment, e.g., fails to indicate the goods or services paid for, and/or other information enabling checks of the transaction compliance, The Company is entitled, at its own discretion, to postpone execution of such payment order until the receipt of additional information and/or documents requested from the Customer (but not longer than for the above stated period of 10 (ten) Business days) to the satisfaction of The Company or deny execution of such payment order if the requested additional information and/or documents are not received or are not satisfactory to The Company.
- 11.1.4. In order to protect Customer's funds, The Company is entitled, without obligation, to request additional payment confirmation/authorization to be provided by Customer, where in the context of payment processing there arise suspicions of attempted fraud involving Customer's funds, even though attempted fraudulent transaction might be not detected after the check. The Company may postpone execution of such payment until Customer confirms the payment/validity thereof in accordance with The Company's requirements. The Company may also deny execution of the payment if no confirmation is received/not timely received and/or at any time.
- 11.1.5. The Company is entitled to suspend/deny execution of a payment also in instances where other provisions stipulated in the GTC and/or Additional Terms are not complied with, or

where laws, regulations, requirements applicable to The Company prohibit execution of the payment.

- 11.1.6. The Company shall inform Customer/Authorized Person on postponing/denial of payment execution and reasons where possible and if not contrary to applicable requirements, laws, regulations or any obligations.

11.2. Refusal

- 11.2.1. In addition to any other rights of The Company pursuant to GTC or any Additional Terms, The Company may refuse at any time to execute any order/transaction/instruction and shall not be liable for any loss suffered by Customer including in the following cases:

- On Customer's Account stated in the payment order there is insufficient balance in the currency stated in the said payment order (e.g. Customer's payment Account does not have the necessary USD balance).
- There is no available or insufficient balance on the Account for execution of transaction including applicable fees and charges and liabilities
- There is a suspicion/implication of fraud or misuse
- There is a suspicion/implication of a suspicious transaction
- There is a suspicion/implication of an illegal transaction
- There is a suspicion/implication of financial crime/money laundering
- There is a suspicion/implication of improper use of the Account or violation of terms of the GTC and/or any Additional Terms, documents governing relationship between Customer and The Company
- Due to internal security limits being surpassed
- Due to internal restrictions/risks/fraud settings/measures
- Due to blocked/expired/non-updated payment instrument/Security and Authentication Credentials/means/rights to their use
- Due to Account being blocked/suspended or due to closing procedures
- Due to settings/measures/prohibitions/instructions of correspondent banks, payment settlement systems and entities involved in its transmission
- Due to legal and regulatory or similar related settings/measures/prohibitions/instructions
- Due to refusals of banks/payment service providers/correspondent/intermediary banks, payment processors, payment settlement systems, card associations, participants and other parties processing transactions or involved in the process, errors, failures (technical or otherwise)
- There is a dispute in relation to relevant Account (unless execution is otherwise instructed by a court or other competent authority)
- In case a legal document is served (such as a court order, restraining notice, levy)
- The relevant Account is being used as collateral or under other obligations/instructions
- Any of the conditions stated in the GTC/Additional Terms are not satisfied
- The relevant anti-money laundering/compliance checks carried out by The Company were not successfully completed
- Customer has failed to pay any debt or obligation to The Company
- Where The Company is prevented from doing so under any applicable law, regulation, rule.
- Inappropriate setup of any access rights to Account, transactions performance
- For any other justified reasons, including those relating to security or illegal use of Account, payment instruments, Security and Authentication Credentials, fraud prevention, risk management, compliance with applicable requirements, laws and regulations, protection of funds, protection of Customer/Authorized Person or The Company, The Company affiliated and related companies.

- 11.2.2. The Company shall inform Customer/Authorized Person of non-execution, and of the reasons for refusal where possible and if not contrary to applicable requirements, laws, regulations or any obligations.

- 11.2.3. In addition to any other rights pursuant to GTC or any Additional Terms as applicable, The Company is entitled not to credit a payment addressed to Customer or return the payment to the remitting bank/payment service provider, if:

- Payment comes from a state that is included in the list of states suspected of money laundering or supporting terrorism, illicit activity, and high risk, or where international sanctions apply to this state, or where the transfer comes from an intermediary outside those states, but having its parent/affiliated company in a state included in the list of such states, and also where the transfer comes from a remitter included in the list of subjects suspected of money laundering and terrorism financing/sanctions/illicit activity/high risk; or
- Remitter has not been sufficiently identified; or
- In other cases, including those where The Company pursuant to GTC or any Additional Terms is entitled to refuse execution of, suspend or terminate any transaction or the contractual relations with Customer, unless it is specially prohibited by the applicable laws. The Company shall not be liable for losses and expenses that might be directly or indirectly incurred by Customer due to non-execution of the payment in any such instances. The Company is entitled not to explain the reasons for non-crediting

- 11.2.4. The Company shall be not liable for Customer's losses and expenses incurred by Customer in case of suspending payment execution or denial to execute a payment. The Company shall be not liable for Customer's losses and expenses (whether direct or consequential or otherwise) that might be incurred due to not executing the payment order, delayed execution, undue execution of the same, where the beneficiary's account number provided in Customer's payment order and stated in IBAN or other format, including invalid or incorrect account number, fails to conform to other payment details stated, and also where details provided in/with Customer's payment order are incorrect or incomplete.

- 11.2.5. The Company shall bear no responsibility with regard to a non-executed, delayed or unduly executed payment order in case due execution of the same is hindered by applicable legal enactments, regulatory requirements (internal or otherwise) of The Company.

- 11.2.6. Customer shall be aware of any sanctions/measures/restrictions imposed on its counterparties, countries and jurisdictions that may affect any transaction from them to Customer and vice versa. If any transaction is delayed/blocked/held/stopped/rejected in relation to the said sanctions/ measures/restrictions, The Company will not be held liable for such delay/block/holding or any consequences whatsoever.

11.3. Restrictions/Blocking of Account/instruments and credentials

- 11.3.1. Customer (including any Authorized Person) is obliged to maintain, keep safe and secret any payment instruments and/or Security and Authentication Credentials/means/accesses in its possession and/or use at any given time and to comply with any obligation in relation thereto, in accordance with these GTC and possible required measures included in the any Additional Terms of whatever type and nature between the Customer and The Company and/or documents and/or directions in respect of their management and safekeeping.

- 11.3.2. The Company has the right to suspend the use of payment instruments/Security and Authentication Credentials/means/accesses for justified reasons relating to the safety of the same, suspicion of non-approved or fraudulent use thereof, default or risk of inability of the Customer to complete Customer's obligations.

- 11.3.3. The Company is entitled to unilaterally and without being liable for any loss suffered by Customer/Authorized Person:

- Refrain from debiting or crediting Account and/or suspend (block) any payment instrument/Security and Authentication Credentials/means/accesses, as well as Account, if The Company has suspicion that the Account/payment instrument/ Security and Authentication

Credentials/means/accesses are used for legalization of proceeds derived from crime or other illegal or fraudulent activity, or Customer/Authorized Person fails to submit or to timely submit information or documents necessary for due diligence/AML/risk and fraud prevention purposes;

- Suspend (block) any payment instrument/Security and Authentication Credentials/ means/accesses, and/or Account, if Customer/Authorized Person fails to discharge his obligations to The Company, has submitted false/misleading information or documents to The Company, if Customer/Authorized Person does not observe the GTC and/or any Additional Terms, agreement, relevant terms and documents, until and if violations are eliminated;
 - Suspend (block) any payment instrument/Security and Authentication Credentials/means/ accesses as well as access to the funds in Account and transferred to it thereafter, should The Company be in possession of information or receive a decision/order/information from a competent institution, authority, person, including of an encumbrance on the Customer's funds;
 - Suspend (block) any payment instrument/Security and Authentication Credentials/means/ accesses, if information regarding the possible/actual compromise of the security data, or other security matters is received from the relevant system, payment settlement system, other relevant institution or authority, participant, partner;
 - Suspend (block) any payment instrument/Security and Authentication Credentials/means/ accesses, if The Company has suspicions about unauthorized use thereof, use thereof for fraudulent purposes, counterfeiting, compromise, or if further use of same may cause damage or losses to the Customer or The Company/The Company affiliated and related companies;
 - Suspend (block) any payment instrument/Security and Authentication Credentials/means/ accesses/security code or any authentication credentials entered by Customer/Authorized Person incorrectly and/or a set number of times do not coincide with those required;
 - Suspend (block) any payment instrument/Security and Authentication Credentials/means/ accesses for any other justified reasons, including those relating to security or illegal use of any payment instrument/Security and Authentication Credentials/means/accesses and Account, fraud prevention, risk management, The Company's compliance with applicable requirements, laws and regulations, protection of funds, protection of Customer/Authorized Person or The Company/ The Company affiliated and related companies.
 - Implement further limits and restrictions for the use of any payment instrument/Security and Authentication Credentials/means/accesses, and/or Account.
- 11.3.4. The Company is entitled to prohibit/restrict unilaterally use of any payment instrument/Security and Authentication Credentials/means/accesses, including in some countries, for certain transaction types, for certain services, with certain counterparties or counterparty categories, for certain authorization types, or upon occurrence of specific circumstances without notification or notice to the Customer/Authorized Person. Such prohibitions are risk and fraud protection mechanisms for the Customer/Authorized Person and/or The Company.
- 11.3.5. The Company is entitled to restrict and/or block performance of certain transactions without prior notification of the Customer/Authorized Person, or if limits for transactions have been reached, for reasons of security/authorization procedures, if such restriction may facilitate elimination of fraud risks as well as in other cases where The Company considers that such restrictions may prevent losses/risks related to the use of any payment instrument/Security and Authentication Credentials/means/accesses.
- 11.3.6. The Company may inform Customer/Authorized Person about blocking of any payment instrument/Security and Authentication Credentials/means/accesses, and or Account and its reasons, if possible before blocking of the same, or as soon as possible after blocking, except when provision of information endangers objectively grounded security reasons

or is contrary to requirements of applicable requirements, laws and regulations, rules, procedures, obligations.

- 11.3.7. The Company shall unblock the Account and/or any payment instrument/Security and Authentication Credentials/means/accesses, and/or replace payment instrument/Security and Authentication Credentials/means/accesses, if applicable and once the reasons for blocking no longer exist.

12. Limits

- 12.1. For purposes of security of funds, prevention of misuse of Account and/or incidents of fraud, as well as risk management, The Company is entitled to set internal security limits for transactions/access which may include non-exhaustively:
- Limits such as maximum limits per day/month or other time period, per number of transactions per day/month/other time period;
 - Limits or restrictions per transaction type, authorization type etc.;
 - Transaction limits and funds transfer limits related to Account.
- 12.2. The Company at its sole and absolute discretion may restrict transactions, considering various risks, including individual usage patterns and risk profiles. For AML/CTF and anti-fraud purposes The Company reserves the right to apply and change limits and restrictions without any notice.
- 12.3. As part of its authorization and internal processes, The Company may also request at any point from Customer/Authorized Person to produce documents and information in relation to their identity and relevant transaction(s) as well as request information on/from any counterparty or payment service provider. This may also be done for fraud and risk prevention purposes.
- 12.4. The Company may refuse to execute certain transaction(s) for the reasons mentioned above and shall not be liable for any damage suffered by Customer/Authorized Person as a result of delay or refusal to execute a transaction.
- 12.5. The Company may set or change security or other limits and restrictions unilaterally at its discretion and without notice or notification of Customer/Authorized Person.
- 12.6. It is Customer's obligation to inform himself and Authorized Persons on limits that may be applicable. Customer may be informed of limits/restrictions through customary communication channels, via User Interface, and/or by contacting the customer service at The Company or at a Partner, via documents made available if applicable.
- 12.7. Depending on technical functionality and The Company's internal procedures in force, The Company may also change or set limits/restrictions on the grounds of the Customer's application.

13. Funds for payment execution

- 13.1. Customer shall ensure sufficient amount is available for execution of a payment on its Account which is stated in a respective payment order. Customer shall ensure sufficient amount is also available on said Account for payment of The Company's fees and charges as stated in the applicable List(s) of F&C and pursuant to GTC.
- 13.2. Customer shall ensure the amount of the payment in the payment currency. If necessary, Customer shall exchange the funds in another currency to the payment currency. In case of currency exchange, The Company's exchange rate applicable at the time of conversion shall apply.
- 13.3. The Company debits fees and charges from Customer's Account as follows:
- In the payment currency, if the payment currency is also the currency of applicable fees and charges as stated in the applicable List F&C; or
 - In the currency of the applicable fees and charges as stated in the applicable List of F&C and GTC by exchanging other available currencies on Customer's Account into the currency of the applicable fees and charges at The Company's exchange rate applicable at the time of conversion provided that on Customer's Account there are

- no or insufficient funds in the currency needed for payment of fees and charges.
- 13.4. In case Customer submitted more than one payment order to The Company of a total amount exceeding Account balance, The Company shall determine the sequence of execution of such payment orders at its own discretion. Customer shall be informed of the status of the payment orders (including rejected) via User Interface, else via another means depending on agreement, Additional Terms, type of payment order/transaction/instrument.

14. Correspondent banks and payment settlement systems

- 14.1. All payments addressed to Customer or payments made by Customer, except payments between Customer's Accounts with The Company and payments to other Customers' Accounts with The Company, are executed via correspondent banks and correspondent accounts, as well as payment settlement systems and participants.
- 14.2. The Company may, without obligation, publish/make available from time to time information about its relevant or main correspondent accounts via communication channels (including User Interface and/or on its Website). A list of relevant or main correspondent accounts may also (but without obligation) be provided to Customer upon the Customer's request.
- 14.3. The Company is entitled not to credit Customer's Account with the funds credited to The Company's correspondent account not stated in the list of main correspondent accounts until said funds are credited to the correspondent account included in the list of main correspondent accounts.
- 14.4. Customer assumes all risks for Customer's funds credited to any correspondent account of The Company, including the risk of insolvency of correspondent banks or any government or authority action or consequence.
- 14.5. Customer assumes all risk arising from currency exchange limitations, taxes, duties and other payments valid in a respective country, as well as from legal acts/amendments thereto of a respective country, court rulings, and resolutions of other administrative institutions and decisions of central banks that may cause losses or additional expenses to The Company, Customer and/or third parties.

15. Exchange rates

- 15.1. Payment orders shall be submitted in currencies available to Customer, subject to these GTC, and Additional Terms as applicable.
- 15.2. Information on The Company's exchange rates for currency conversions may be obtained by Customer during working hours by contacting The Company's customer communication functions, via User Interface, via The Company's website or channels that may be provided by The Company from time to time for such purpose.
- 15.3. Reference exchange rates applied during execution of payment transactions (where applicable) shall be valid immediately and without notice. Customers may be informed of these in the applicable lists of F&C available to Customer (including on The Company's website where applicable) and by contacting The Company during working hours.

16. Various

- 16.1. Information and provisions on the Agreement regarding payment services between The Company and Customer required by applicable law is available to the Customer in accordance with the terms of the GTC terms herein, and any Additional Terms as applicable.
- 16.2. Agreement regarding payment services is indefinite (unless otherwise stated in prevailing Additional Terms) and is valid until termination thereof as in accordance with GTC Section 5: General Relations, concerning termination.
- 16.3. Customer is obliged to notify The Company, in accordance with the relevant provisions of GTC, immediately and without

undue delay in case any data is to be given by Customer to The Company within the framework or for purposes of Agreement and business relationship, or if and data changes, as well as wherever required to notify The Company of a particular circumstance (including security procedures).

Section 3: Currency Exchange

The terms and conditions set out in the present section regulate and apply in relation to currency exchange of Customer with The Company and are additional to the terms and conditions of the GTC of which they shall form an integral part.

1. Applicability

- 1.1. The present terms of currency exchange alongside the entire GTC shall apply in case currency exchange is available to and Customer has applied for currency exchange with The Company.
- 1.2. The Company provides currency exchange services only in connection with provision of payment services to Customer.
- 1.3. The Company exchanges only currencies that are approved by The Company for exchange. Customer shall contact The Company to inquire on the list of convertible currencies.

2. Currency exchange rates

- 2.1. A currency exchange transaction shall be executed at a currency exchange rate of The Company applicable at the time of its execution.
- 2.2. Exchange rates shall be based on rates obtained from exchange rate sources (such as from banks, providers and customary sources) and include overheads, operating costs and profit margins. With respect to transactions over specific amounts, currency pairs and other parameters, different exchanges rates may apply. The rate is set for each transaction according to the date and time of execution of the transaction, currency pairs, and the amount if applicable.
- 2.3. Customer is entitled to request an approximate quotation via User Interface/Internet banking and/or in accordance with the means that may be made available by The Company, prior to submitting a currency exchange order for execution. It shall be deemed understood that The Company does not provide an exact exchange rate; The Company may provide an approximate quotation upon Customer's request, and therefore an exchange rate (even pre-agreed with Customer, unless The Company undertook an obligation not to change the agreed exchange rate) may be changed at the moment of execution of a currency exchange transaction.
- 2.4. By default, the term of execution is TOD (i.e. the value date is the day of concluding the transaction) shall be applied to a currency exchange transaction.

3. Application for, conclusion and execution of a currency exchange order

- 3.1. In order to make a currency conversion, Customer shall submit a currency exchange order to The Company in the manner, form and according to the effective procedure determined and prescribed by The Company, including subject to Additional Terms of whatever type and nature.
- 3.2. The currency exchange order shall be submitted observing the cut-off time stated in the relevant List of F&C.
- 3.3. The Company is entitled to reject execution and cancel the currency exchange order if criteria for execution of such order is not met within the term for execution.
- 3.4. Any currency exchange orders received after cut-off times or not within a Business Day shall be deemed received on the next Business day.
- 3.5. In case Customer submits a currency exchange order with the transaction conditions not being previously agreed upon with The Company, the transaction shall be deemed concluded only after The Company confirms the conditions stated in the order.

- 3.6. Unless The Company denies execution of currency exchange order, Customer shall ensure that the amount necessary for executing the transaction is available on Customer's Account on the day and moment of execution of transaction.
- 3.7. Submission of currency exchange orders by Customer to The Company in any of the following ways shall be deemed notification by Customer of authorization for execution of the same:
 - By instructions through electronic systems, User Interface/Internet banking and commencement of the service by the use of the relevant Security and Authentication Credentials, including Login ID, Password (and/or relevant security code/factor which The Company may specify from time to time), API keys, means/access codes for instructions through Internet banking.
 - By instructions via a payment instrument/means/procedure electronic or otherwise that The Company may place from time to time at the disposal of/make available to Customer and the use of relevant personal/individualized data and/or Security and Authentication Credentials and procedures.
- 3.8. The Company does not accept payment orders submitted in any other way (e.g. paper form, by email, etc.).
- 3.9. A submitted currency exchange order, which is authorized by respective authentication means, shall constitute an irrevocable confirmation/consent by Customer with regard to said instruction and order content (amount, currencies).
- 3.10. It is not possible to cancel the submitted currency exchange order or make corrections/adjustments to it. The Company shall not be responsible for any errors of Customer/Authorized Person.
- 3.11. Currency exchange order may be submitted in a way other than through User Interface exclusively upon prior agreement with The Company, including in exceptional cases of User Interface unavailability, subject to The Company's additional requirements and verification procedures.
- 3.12. In case of a Currency Exchange Order in a form other than through User Interface, The Company is entitled to reject execution of such order as well determine validation procedures at its discretion.
- 3.13. Where The Company has agreed/provided to accept order/instructions in paper-based form, Customer shall provide payment order bearing the Customer's (if applicable, Authorized Person's with capacity to act) signature to The Company, authorizing such order/instruction with his signature. The Company is entitled to reasonably check whether the signature of the Customer/Authorized Person differs visually from the signature in the Customer's/Authorized Person's signature sample or identity document.
- 3.14. The Company shall bear no liability whatsoever in respect to a forged/illegally/erroneously drawn up instructions/order under any circumstances if The Company has identified Customer and/or Authorized Person according to the requirements for authorization of these GTC, any Additional Terms of whatever type and nature, applicable regulations, procedures for these purposes.
- 3.15. Currency exchange service is provided on Accounts where it is available. Currency exchange availability may not be provided on certain Accounts or types of Accounts or at The Company's absolute discretion. Customer may be informed on availability via Account properties, in Additional Terms, documents, Internet banking/User Interface functionality and by contacting The Company.
- 3.16. The provisions herein shall apply to currency exchange order batch files, which shall be submitted and treated equivalently to processing of payment order batch files.
- 3.17. The Company is entitled to deny execution of a currency exchange transaction. This being the case, The Company shall not be obliged to explain the reason for denial to Customer. The Company is entitled not to execute a currency exchange order also in the following cases:
 - The Company does not receive the currency exchange order before the cut-off time stated in applicable List of F&C;
 - The currency exchange transaction details in the currency exchange order are in conflict with the details The Company and Customer have agreed upon, and/or the order does not meet The Company's requirements;
 - The amount on Account is not sufficient to execute the currency exchange transaction and pay applicable fees and charges;
 - Objectively justified reasons, including any violations by Customer of terms and conditions of the GTC and/or Additional Terms as applicable, by virtue of any rights of The Company pursuant to these GTC (including on non-execution) and/or Additional Terms of any type and nature as applicable.
- 3.18. The Company is entitled to suspend/terminate the provision of the currency exchange service and/or any parts thereof, for any currencies, for any Customer, for any Account/account type, or currency exchange service altogether at any time and without any notice to Customer. The Company shall bear no liability towards Customer in such circumstances, including for any losses or consequences of whatever type and nature without exception.
- 3.19. The Company is not a currency exchange platform. In case The Company detects use or attempted use in such sense or for such purpose, The Company is entitled to restrict or suspend currency exchange services in any way, restrict suspend or close Customer Account(s) and services, and seek disgorgement of gains.
- 3.20. Customer assumes all risks regarding availability or non-availability of currencies, rates, fluctuations, unavailability or impossibility of conversion howsoever arising.
- 3.21. The Company does not guarantee Customer's ability to transfer out unsupported/no longer supported/disallowed currencies. Customer acknowledges that Customer's funds in such currencies may be required to be converted and/or may be converted by The Company to supported currencies applying The Company's exchange rate at the time of conversion, with Customer incurring fees in respect to such operations.

Section 4: Internet banking

The terms and conditions of the present section regulate Customer's (including Authorized Person(s)) access, use, orders, transactions, instructions, information exchange through Internet banking with The Company. The provisions of this section as amended from time to time are additional to the terms and conditions contained in the GTC, including GTC Section 2: Payment Services, and form an integral part of the GTC.

1. General

- 1.1. Internet banking, and any connections thereto as the case may be, is provided for use of Customer and Internet banking Authorized Person(s) for the account and on behalf of the Customer subject to the GTC, Additional Terms as the case may be, and such other terms and documents set forth by The Company from time to time.
- 1.2. In accordance with the application and instructions of Customer, there shall be:
 - Provided for Customer and/or each Authorized Person so designed by Customer Login ID, Password,(and/or relevant security code/factor which may be determined according to The Company requirements from time to time), API keys, and/or other relevant payment instrument, instrument of Internet banking, relevant security and authentication credentials, including personal/individualized data/procedure ("Security and Authentication Credentials") as applicable, which will be linked to Accounts held by Customer to which access is being granted; and/or;
 - Connect an existing Authorized Person so designated by Customer, using existing Security and Authentication Credentials as applicable, to such Accounts held by Customer to which access is being granted.
- 1.3. By submitting relevant application for subscription to Internet banking for Customer and/or Authorized Person, Customer warrants and guarantees that Customer and Authorized

- Person accept and undertake to fully comply at all times with the GTC, any Additional Terms, as well as with any and all instructions/documents/other such terms and conditions as The Company may issue/adopt from time to time relating to the operation of Internet banking and related services (including as published on The Company's Website or made available to Customer and/or Authorized Person via User Interface), including without limitation related to security and operation of Account/relations via remote means.
- 1.4. Internet banking can be accessed and used by Customer natural persons and/or Customer's Authorized Person provided that:
 - Customer has submitted the relevant application in accordance with The Company's procedures in force, and where appropriate;
 - Customer has submitted where appropriate required documents and forms on Customer/Authorized Person in accordance with The Company's procedures in force;
 - Customer/Authorized Person has received official instructions and successfully completed activation procedures to Internet banking.
 - Depending on the case, has received a device/instrument/access/procedure (including such as an API being an interface which allows Customer to carry out activities such as payments out of Account(s) and displaying Account balance and other details, or relevant electronic connection as the case may be) including relevant Security and Authentication Credentials and/or relevant access and activation instructions/procedures that The Company may determine from time to time.
 - 1.5. The Company has the absolute right at its sole discretion to approve or reject any application for Customer's and/or Authorized Person's subscription to Internet banking or any services/components without providing reasons.
 - 1.6. Authorized Person may use Internet banking and undertake the following actions in relation to the Customer's Account(s) in relation to which access has been granted by the Customer:
 - View, obtain statements and information in relation to Account(s);
 - Make payments, wire transfers, create and submit payment transactions on Account(s); authorize Account(s) to be debited with created payment transaction(s);
 - Obtain exchange rates and perform currency exchange;
 - Communicate with The Company, submit information and documents, instructions, orders;
 - Apply for services, instruments, accept or enter into various terms and conditions, agree, accept or conclude agreements and arrangements;
 - Perform any other action supported and permitted by Internet banking and functionality and The Company from time to time.
 - 1.7. The Company shall be entitled to provide all information requested and to execute all instructions given through Internet banking using Security and Authentication Credentials (including Login ID, Password, API keys, or any other security code/device/procedure that Customer/Authorized Person uses), until The Company receives written notice from Customer in accordance with The Company's requirements as to revocation/modification of Authorized user/Authorized user rights.
 - 1.8. Services and functionalities available within Internet banking are determined exclusively by The Company. The Company at its sole discretion and at any time may add and remove any service and functionality, as well as change, supplement, suspend, limit and restrict any service and functionality.
 - 1.9. Subject to possibility, Authorized Person can access and use Internet banking and available services and functionalities according to the granted level of rights by Customer and other parameters. Instructions given to The Company for registration of an Authorized Person/access provision and/or future instructions relating to the operation of Account through Internet banking, as regards, for example and subject to functionality, rights, limits, maximum amounts of transactions for Authorized Person, apply for transactions through relevant Internet banking functionality, provided that this is supported and accepted by The Company.
 - 1.10. Without prejudice to provisions herein, including in relation to Authorized Persons or any rights of The Company, The Company is entitled to consider at all times that the Authorized Person is acting at all times under authorization of Customer regardless of whether The Company was made aware of relevant authorizations or its extent.
 - 1.11. Customer may at any time after subscribing Authorized Person to Internet banking, apply for changes in respect to Authorized Person (including rights, actions, limits depending on functionality of service as the case may be), which may be subject to relevant fees.
 - 1.12. Customer shall be fully responsible and liable for any and all acts and omissions of Authorized Person in relation to Internet banking, any transactions and/or actions on Account(s) or in relation to Customer. Customer bears full liability for all transactions/instructions made in Internet banking on behalf of Customer and such actions shall be binding upon Customer.
 - 1.13. Customer shall ensure that all instructions given to The Company by Authorized Person are accurate and complete. Any cancellation and change of instructions by Authorized Person shall not be possible, save where The Company has confirmed Customer and/or Authorized Person to the contrary in a relation to a specific case provided that The Company has not begun to execute the relevant instructions at the time The Company receives notification of the request for cancellation or change. The Company is entitled to charge fees under such circumstances.
 - 1.14. Customer shall ensure that Authorized Person maintains any Account(s) within the limits of the available balance. The Company shall have the absolute right to refuse execution of any instruction which would result in exceeding the available balance on Account(s). In the event of the Account being in negative balance (including technical overdraft), it is the Customer's responsibility to bring it back within positive balance immediately, whether The Company requests so or not.
 - 1.15. It is the sole responsibility of Customer and Authorized Person to comply with all applicable laws at all times. The use of User Interface, Internet banking, Security and Authentication Credentials, or any The Company systems howsoever available, content and services are not directed nor intended for use by any person in any jurisdiction where such use or availability would be contrary to local law or regulation.
 - 1.16. Subject to technical availability and Customer/Account related properties, using assigned Security and Authentication Credentials (such as assigned Login ID, Password, App etc.), Authorized Person may be able remotely manage Accounts of several Customers, according to Customers' applications submitted and approved by The Company. This being the case, a single user's Security and Authentication Credentials (such as assigned Login ID, Password, etc.), Login ID, Password and authentication means/accesses linked to the same shall authenticate each Customer whose Account is linked to Internet banking of this user.
 - 1.17. Fees and charges related to such Authorized Person, including user maintenance/service fees, unblocking User Interface/Internet banking, access to Account(s), functionality, issuing/renewing/changing/unblocking of Security and Authentication Credentials that has combined remote management of several Customers' Accounts may be applicable and charged by The Company from all such Customers or any one of such Customers.
- ## 2. Instructions
- 2.1. When using Internet banking, Customer/Authorized Person shall be authenticated according to Customer's/Authorized Person's Security and Authentication Credentials. Use of User Interface (access, orders, transactions etc.) shall be authenticated via Login ID, Password, or push notification received from The Company or from the Partner as the case may be.
 - 2.2. The Company is entitled to ensure several authentication means for User, and those shall in accordance with procedures set by The Company.
 - 2.3. Customer is solely responsible for the safe and secure usage of Internet banking, any and all Security and Authentication

Credentials, which shall be available only to Customer and/or Authorized User who is duly authorized by Customer and registered as such with The Company.

- 2.4. Customer irrevocably authorizes The Company to accept any instructions (including orders, transactions, documents etc.) through Internet banking/User Interface, which are given using Security and Authentication Credentials of Authorized Person, or with the use of any other security procedures that The Company may from time to time lay down (including via publication on its Website).
- 2.5. Customer accepts, declares and warrants that Customer bears full responsibility for ensuring observance of Authorized Person(s) with the provisions of the present GTC Section 4: Internet Banking, GTC, Additional Terms and any documents adopted by The Company from time to time, and the Customer bears full responsibility for any instructions provided by Authorized Person. Any instructions provided by Authorized Person shall be deemed provided by Customer.
- 2.6. Despite any circumstances (including expiry/lack/lapse of capacity or authorization, death, incapacity) of Customer and/or Authorized Person, The Company shall be entitled to execute all instructions given and supply all information requested through Internet banking using the user's Security and Authentication Credentials, until The Company receives written notice of the relevant circumstances and has had the opportunity to act on such notice.
- 2.7. Any information and document submitted or provided by The Company by means of Internet banking is considered as a duly delivered to and received by Customer at the time when such information or document was made available via Internet banking, regardless the actual day and time when Customer/Authorized Persons accessed such information or document.
- 2.8. Information and documents, including instructions, orders, etc., of whatever nature and type submitted, provided or exchanged via Internet banking shall be deemed confirmed and signed by Customer and are legally binding upon Customer, and such information and documents are legally equal to a document signed by hand.
- 2.9. Customer cannot and has no right to object to any information/instruction/document/transaction/order etc. that was duly submitted by Authorized Person and duly processed/executed by The Company.
- 2.10. In some cases, additionally to any instruction/information/document submitted by Customer via Internet banking, The Company (without obligation on The Company's part and at The Company's discretion) may require and Customer shall deliver a hard copy of such information and document.
- 2.11. Notwithstanding the above provisions, upon receipt of any information and document, including instructions, orders, etc., of whatever nature and type The Company reserves the right to contact Customer to verify the content and correctness of such information/document as well as to request resubmission, submission of supplementary information/documents, and process/execute them only after obtaining such verification. The Company shall not be liable for any inconvenience or loss sustained by Customer as a result.
- 2.12. Customer is responsible for regularly checking Internet banking including User Interface, at least every 7 (seven) days in order to access available information and documents timely, as well as perform necessary actions duly and timely, pursuant to Customer's obligations under the GTC.
- 2.13. Notifications to Customer and Authorized User as well as information regarding payment transactions through Internet banking shall be made available to the Authorized Person as described in the GTC, including GTC Section 2: Payment Services, as well as the terms of these GTC in relation to Account statements, communication and notices.

3. Security

- 3.1. Customer and Authorized Person shall use Internet banking in accordance with the provisions herein, in accordance with any applicable laws and regulations and such other Additional Terms, documents that The Company may from time to time adopt and notify to Customer and/or Authorized Person in any

manner The Company deems appropriate, and Customer bears full responsibility to ensure full compliance by Authorized Person.

- 3.2. Customer undertakes to ensure that Customer and Authorized Person adhere at all times to the security procedures which Customer hereby acknowledges are necessary to avoid access by unauthorized persons to Customer's Account(s). Customer recognizes and agrees that Customer shall be fully liable for any loss/damage caused to itself, The Company or any other person as a result of failure of Customer/Authorized Person to adhere to safety and security procedures or notification obligations specified herein.
- 3.3. In addition to other security requirements contained in the GTC, Additional Terms of any type and manner, Customer shall ensure and Authorized Person shall take all necessary measures, including non-exclusively:
 - Authorized Person shall take all necessary measures and precautions to prevent fraudulent use his Security and Authentication Credentials and shall never disclose these to any persons.
 - Under no circumstances disclose/allow to be disclosed to any person his Security and Authentication Credentials and/or allow anyone to access them and/or to access Internet banking.
 - Keep at all times safe and secure and under his control any Security and Authentication Credentials, and/or such other payment instruments as may be provided or available from The Company from time to time.
 - Authorized Person (i) shall at all times take all necessary measures to protect and keep secret his means of access to Internet banking, User Interface, (including Login ID, Password); (ii) shall at all times keep safe and secure his security credentials (including his smartphone device), (iii) shall never write down his Login IDs, Password or any personalized/individualized data.
 - Never give API keys to anyone who should not have access to them;
 - Delete any (temporary) security credentials (such as password) immediately upon receipt and never write down or save his security credentials in any form.
 - Avoid choosing any Security and Authentication Credentials (such as Login ID, Passwords, PIN, etc.) that may be determined easily such as name, date of birth or telephone numbers.
 - Authorized Person shall ensure he is not being watched or recorded when accessing Internet banking, User Interface, using any Security and Authentication Credentials.
 - When connecting to Internet banking, Customer and User shall use a safe workstation, including safe Internet connection and licensed software, as well as shall take all necessary preventive security measures (inter alia, install software updates, ensure control over workstation access rights, and install necessary antivirus software and firewall) to prevent access/possession/compromise of Customer's information and Security and Authentication Credentials, access means, by third parties and their unauthorized use, or their use for fraudulent or other criminal/unlawful purposes.
 - Customer and Authorized Person shall ensure that no key logging programs run on Customer/Authorized Persons device so as to ensure that his Security and Authentication Credentials might be captured.
 - Authorized Person, while logged in/accessing Internet banking, User Interface, or any interfaces/means available, shall not leave unattended his Customer device (computer, smartphone).
 - Customer and Authorized Person shall take all reasonable measures to ensure his Customer/Authorized Person devices are at all times maintained free from malicious software of any type, including non-exhaustively viruses, spyware, key loggers. As a minimum, by not exclusively by installing and maintaining up-to-date the operating system, firmware, anti-virus software, firewalls, spyware removal tools.
 - Authorized Person shall exercise vigilance in relation to email, SMS and other electronic messages, and in particular to such messages from unknown or doubted

origins and shall refrain from following URL links and opening mail attachments from unknown senders. Emails/other messages from unknown origins must be deleted without opening their contents to avoid risks.

- Ensure that he is accessing User Interface, Internet banking by carefully checking the website certificate through the browser to ensure it belongs to The Company or the Partner (as the case may be) and that it has not expired.
 - Never act on any email or any other communication allegedly sent or made out to be from The Company or the Partner which encourages or instructs to visit another website representing that it is a new or another website of The Company or the Partner or for accessing User Interface/Internet banking or any other service.
 - Never use shared computers or devices to access and use User Interface/Internet banking
 - Always disconnect and clear any information from Customer devices or any equipment used to access User Interface/Internet banking prior to leaving unattended such device.
 - Keep email accounts and devices used to access Internet banking/User Interface secure and never allow others to use them.
 - Frequently consult The Company's Website and online resources and follow safety and security tips, documents and instructions as may be notified by The Company including by way of publication on the Website by The Company from time to time.
 - Check any transaction confirmations after each transaction and regularly check balance and status of Account, in order to monitor transactions and any unauthorized use; as well as frequently check executed transactions on Account statement, and in case of any perceived unauthorized transaction, immediately proceed with relevant blocking and notification actions to The Company in accordance with the procedures hereunder.
- 3.4. Customer recognizes that non-exhaustive security measures herein are essential to avoid access by unauthorized persons to Customer's Account and any compromise and abuse. Considering constant technological development, it is impossible to foresee all ways and risks of obtaining illegal access/use of Internet banking and Security and Authentication Credentials, means and processes, and it is impossible to list all measures that Customer and Authorized Person shall take or avoid to ensure safe keeping and use of Internet banking and Security and Authentication Credentials, means. Nevertheless, Customer acknowledges that Customer is fully responsible for taking all reasonable security measures and precautions to prevent access of unauthorized persons/third parties to Internet banking and Security and Authentication Credentials, means, devices and use thereof.
- 3.5. For safe and secure usage of Internet banking, Security and Authentication Credentials, Authorized Person shall follow valid procedures and manuals set forth, otherwise Customer may be exposed to and suffer losses, including financial ones. The Company at its sole discretion and at any time may change such procedures and manuals.
- 3.6. Customer undertakes that Customer and Authorized Person shall at all times use such websites, browsers or apps for gaining access through the internet to Internet banking as may be prescribed by The Company from time to time. Customer acknowledges that using digital environments and any distance and online communication means is at the Customer's risk and responsibility.
- 3.7. Customer/Authorized Person, at their own expense, shall acquire and operate computer/device/any other equipment which is necessary for access to the Internet banking, pay any subscription for connection with the internet and/or other means of electronic connection and shall be responsible for the maintenance of the aforesaid and/or other similar equipment in operational manner, based on any requirements that may be specified from time to time in any way The Company deems appropriate. Customer undertakes that both he and the Authorized Person shall use at all times electronic devices for access to the Internet banking with up-to-date software (for example browser, operating system), and

Customer acknowledges that in the event of non-up-to-date electronic devices, the security of transactions and Accounts may be compromised and unauthorized access may be gained to his Account.

- 3.8. The Company shall have the right at its discretion to introduce/modify/revoke/adopt, from time to time, any additional codes and/or other security measures and procedures, and Customer and/or Authorized Person shall be informed of same accordingly.
- 3.9. Customer shall assume all risks that might be associated with delivery/transmission of the Security and Authentication Credentials/access/means provision to User. The Company is entitled to use services of third parties for delivery/transmission; and/or third parties may be involved (such as electronic communication channels). The Company shall bear no responsibility for losses or other expenses incurred by Customer, Authorized Persons or third parties as a result of the delayed delivery, the dispatch being lost, misused, deficient or damaged, confidential information being disclosed, or due to any other reasons beyond The Company's reasonable control and any consequences.
- 3.10. The use of Internet banking, any device and/or software is made at the Customer's and Authorized User's sole risk and responsibility.

4. Security Notifications

- 4.1. If and as soon as Customer and/or Authorized Person know, believe or suspect (i) Any loss or theft of his Security and Authentication credentials or instruments and/or any personalized access and security elements and any personalized/authentication means are at risk of becoming known or have become known to an unauthorized person (including any loss/compromise of his device, email or other details) and/or that his access or means of access to Internet banking/User Interface or Security and Authentication Credentials may be subject to misuse or similar circumstances; (ii) Any malfunction or error in the operation of his Account(s); (iii) Unauthorized transactions on Account(s).
- 4.1.1. Authorized Person and/or Customer shall immediately undertake all necessary actions as to changing and/or blocking their Security and Authentication Credentials to Internet banking/User Interface (instruments, devices, means etc.) according to functionality. In case the preceding action is not possible, Customer/Authorized Person shall immediately notify and instruct The Company or the Partner (as the case may be) in written form to block the Security and Authentication Credentials and any accesses (providing all necessary information and details, including Account number(s), Customer's name and details) in accordance with The Company's procedures.
- 4.1.2. Customer and/or Authorized Person shall notify The Company or the Partner (as the case may be) of the circumstances of actual or suspected theft/loss/unauthorized access via customer communication functions via customer communication channels (such as User Interface, mail, email address provided, or dedicated contact form/means as The Company may from time to time make available for this purpose, using relevant channel depending on the circumstance/security matter), but in any case immediately. If Customer notifies in any other way, including by telephone during working hours, then following such communication, Customer shall submit the respective written notification under all circumstances to The Company or the Partner without delay thereafter, from Customer's and/or Authorized Person's details and email address registered with The Company or the Partner (depending on the circumstance) and written notification shall bear effect accordingly.
- 4.1.3. In case Customer/Authorized Person are unable to undertake the above actions and/or are unable to notify The Company or the Partner (as the case may be) via above- mentioned methods, Customer/Authorized Person shall inform The Company or the Partner of the reasons Customer/Authorized Person are unable to complete the procedures stated herein. Upon providing required notification to The Company or the Partner (as the case may be), Customer/Authorized Person

shall provide The Company with all information available to Customer/Authorized Person regarding loss/theft/unauthorized access.

- 4.2. Customer/Authorized Person shall declare theft/loss/unauthorized access to the police/responsible institution of the place of loss/theft/unauthorized access occurrence wherever possible. If such declaration is not possible, at The Company's request, Customer shall provide a substantiated explanation to The Company.
- 4.3. Upon receipt of required notification as to loss/theft/unauthorized access, in case it is not practically possible and duly justified as such by Customer/Authorized Person to block security credentials/accesses/devices via the relevant actions, The Company shall undertake blocking actions, and security credentials will no longer provide access to Internet banking/User Interface.
- 4.4. In case of non-receipt or non-timely receipt of Security and Authentication Credentials/instruments/means/access at the time of issuance/renewal/replacement, Customer/Authorized Person shall notify The Company or the Partner (as the case may be) immediately without delay via customer service channels (such as User Interface, mail, email address provided, or dedicated contact form/means as The Company may from time to time make available for this purpose, using relevant channel depending on the circumstance/security matter or the Partner User Interface or other means as the Partner may provide). If Customer notifies in any other way, including by telephone during The Company's working hours, then following such communication, Customer shall submit the respective written notification under all circumstances to The Company without delay thereafter, from Customer's and/or Authorized Person's details and email address registered with The Company (depending on the circumstance). Written notification shall bear legal effect.
- 4.5. If it appears to The Company for any reason that an unauthorized person has attempted to or used Internet banking/User Interface/Account, and/or in case of Customer's/Authorized Person's negligent/illegal/fraudulent actions, The Company is entitled to suspend (block) Customer's and/or Authorized Person's access to thereto, and to disclose all relevant information to such regulatory, government, law enforcement or other authority as it deems appropriate.
- 4.6. The Company is entitled to block Internet banking/User Interface in instances that concern safety of Security and Authentication Credentials, access, authentication means, suspected unauthorized use of the same or their use for fraudulent purposes, and also in instances where there is default/risk of default of Customer on its obligations. The Company shall not be liable for Customer's losses (direct, consequential or otherwise) and other additional expenses in case The Company exercises its rights in accordance with provisions of the foregoing sentence. Customer shall cover all of The Company's expenses related to the said blocking. The Company shall unblock Internet banking/User Interface or relevant Security and Authentication Credentials may be replaced with new ones, as soon as grounds for blocking are no longer present.
- 4.7. Security and Authentication Credentials may be replace/issued on the grounds of the Customer's written application to this effect, and The Company is entitled to apply fees and charges.

5. Limitation of Liability

- 5.1. The Company shall not be liable to Customer for unauthorized transactions or any losses whatsoever incurred by Customer as a result of internet fraud, whereby Customer is victim of unauthorized access to his Account(s) beyond the extent applicable pursuant to GTC, in relation to payment services and liability.
- 5.2. If unauthorized access is achieved through Internet banking/User Interface, The Company will not be held responsible in any way for losses which Customer, Authorized Person or any other person may suffer as a result of the unauthorized access irrespective of whether such access was

achieved with or without security credentials (Login ID, Password, or any other Security and Authentication Credentials, codes/means etc.).

- 5.3. Without prejudice to the generality of the above, The Company will under no circumstance whatsoever be held responsible for the loss of data, any damage or the loss of profit that the Customer, Authorized User, any third person may suffer as a result of any unauthorized access to the Accounts of Customer through Internet banking.
- 5.4. The Company shall not be liable for any loss or damage to Customer/Authorized User or any third person for any unprocessed/incorrectly processed/processed with delay transaction/instruction, including due to electrical, electronic, communication, IT infrastructure, systems, channels or similar failures or loss or damage resulting from force majeure circumstances and matters beyond The Company's control. Customer shall be liable and shall indemnify The Company for any losses or damage suffered and/or to be suffered by The Company/any third person in case such loss or damage is caused by reason of any act/omission of the Customer/Authorized Person, his agents/servants.
- 5.5. Customer, without exception and limitation shall be responsible and liable for any actions, instructions, transactions through Internet banking and from/of the Authorized Person.
- 5.6. Each Customer's and Authorized Person's access to and use of The Company's website and Internet banking is at the Customer's own risk. The Company provides no warranty that the use of Internet banking and/or systems or any material exchanged/downloaded will not cause damage to any property, including but not limited to loss of data or computer virus infection.
- 5.7. The Company makes no warranty that Internet banking/User Interface and any devices/instruments/means are error-free. To the fullest extent permitted by law, The Company excludes all liability for any losses or damages that may be incurred by Customer due to any defects or errors in Internet banking/User Interface and devices/instruments/means.

6. Execution of instructions

- 6.1. Processing of instructions given by Authorized Person via Internet banking/User Interface by The Company shall only commence after they are received by The Company in The Company system. Processing of the said instructions shall be in accordance and subject to the GTC applicable to relevant operation (payment order/transaction, currency exchange, instruction, communication, notice etc.)
- 6.2. The Company shall use all reasonable efforts to execute instructions received from Customer/Authorized Person within the timeframes stated in the relevant GTC Section concerning execution of relevant instructions, else in accordance with Additional Terms as applicable.
- 6.3. Customer agrees that any transaction/instruction approved/confirmed via Security and Authentication Credentials of Internet banking/User Interface shall be treated by The Company as Customer's irrevocable consent to the information stated in the transaction/instruction and execution of the same.
- 6.4. It shall be deemed (with no exception and limitation) that accessing Internet banking/User Interface and correct (per The Company records) application of Security and Authentication Credentials is sufficient proof that a transaction/instruction was duly authorized by Customer, regardless of the person who used and applied said Security and Authentication Credentials.
- 6.5. Customer shall be fully liable for all transactions submitted/executed through Internet banking, including any instructions given through Internet banking by Authorized Person. Customer shall not be entitled to object to any instructions/transactions by Authorized User when they are authenticated with his Security and Authentication Credentials. Recording of use of Security and Authentication Credentials shall be decisive to confirm fact.
- 6.6. The Company shall not under any circumstances bear any liability for any delay for whatever reason in processing or execution or non-processing or non-execution of any

instruction given via internet banking/User Interface under provisions herein or otherwise, including where such is due to any failure of telecommunications network or technical failure/error/delay of any manner.

- 6.7. Customer shall be fully liable for all transactions executed through Internet banking/User Interface, including any instructions given via electronic channels by Authorized User. Customer shall be fully responsible for any instructions relating to any Account, which The Company received through Internet banking/User Interface/electronic channels. The Company shall be entitled to act on any such instructions so provided via Internet banking/User Interface/electronic channels in accordance with the provisions of the GTC, and shall bear no liability or responsibility for any losses incurred by Customer/Authorized Person or any third party as a result of so acting, and Customer shall be liable for all of the transactions carried out on any of its Accounts as a result. The Company is under no obligation to verify the identity of any person giving any instructions, provided that the instructions are given in accordance these GTC, any Additional Terms if applicable, and Customer shall bear full responsibility with respect thereto.
- 6.8. The Company is entitled not to execute any document, including instructions, orders, etc., of whatever nature and type, as well as suspend the right of Authorized Person to access and use internet banking/User Interface and block the relevant Security and Authentication Credentials, means, access in cases which include the following non-exhaustively: (i) there is a possibility or threat of illegal/unauthorized/fraudulent use of Internet banking/User Interface and/or Security and Authentication; (ii) Customer and/or Authorized Person do not observe GTC, Additional Terms, including any procedures/manuals/information governing use of Internet banking/User Interface and/or Security and Authentication Credentials; (iii) The Company has suspicions about Customer's/Authorized Person's identity and The Company failed to contact Customer/User to verify their identity and/or content of a document submitted via Internet banking/User Interface; (iv) a received document is corrupted or unclear due to transmission interruptions or any other technical reason; (v) exercising The Company's rights, including related to non- execution/suspension/blocking pursuant to provisions of the GTC (including relevant GTC provisions in relation to payment services, currency exchange, instructions, communications, notices etc.), Additional Terms as applicable, as well as rights deriving from applicable laws, regulations, requirements.

7. Accuracy and updating of information

- 7.1. Customer and Authorized Person may be informed through Internet banking/User Interface of payment transactions, Account balance and other information in relation to Account as provided through Internet banking functionality, and/or through customary communication means and/or other means The Company deems appropriate.
- 7.2. Internet banking/User Interface allows real time updating of Accounts information. Nonetheless, processing of instructions varies depending on nature of instruction and processing time. Customer acknowledges and accepts that information through Internet banking/User Interface including that related to Account status, balance and transactions are as up-to-date as systems allow at the time of consultation, but may not include or reflect inter alia transactions or instructions that have not been processed, verified or completed.
- 7.3. The Company shall take all reasonable efforts to ensure accuracy of information received through Internet banking. However, save as provided by applicable law, The Company shall not be responsible for accuracy of such information or for any loss, direct or indirect, suffered by Customer/Authorized Person or any third person in case information is inaccurate.
- 7.4. The Company may change the information contained on its Website, or otherwise provided to the Customer/Authorized Person in relation to Internet banking/User Interface, without advance notification of Customer and/or Authorized Person.
- 7.5. Customer shall timely notify The Company of any change in details of Customer/Authorized Person (including email

address, mobile phone number, contact phone number, address and any other data, any communication details). Failure to notify/timely notify The Company, in advance wherever possible, shall constitute negligence of Customer and non-performance of security obligations hereunder.

8. Termination/limitation of Internet banking use

- 8.1. The Company may at any time and at its absolute discretion restrict or prevent Customer or an Authorized Person from using his Security and Authentication Credentials to Internet banking/User Interface, any aspect or part or services thereof.
- 8.2. The Company may limit or block access to User Interface/Internet banking/any aspect service thereof at any time, at its absolute discretion with or without notification:
- For reasons of security of Internet banking, Internet banking functionality, Security and Authentication Credentials to Internet banking (including any aspects/services thereof, User Interface, or any instruments, means or procedures provided to Customer)
 - For reasons of suspicion or materialization of unauthorized or fraudulent use of Internet banking and/or Security and Authentication Credentials
 - For reasons of risk management and AML/CTF
 - For reasons related to performance of Customer's obligations to The Company
 - For reasons of protection of interests of Customer, any other Customer or The Company
 - For reasons of compliance with applicable laws, regulations, rules, requirements
 - For reasons of exercising The Company's rights pursuant hereto or any Additional Terms
 - For any other justified reasons
 - For reasons for blocking access/Accounts pursuant to the provisions of the GTC
- 8.3. The Company may inform Customer and/or Authorized Person in respect to limiting or blocking access to Internet Banking/User Interface and the reason, provided that provision of such information is not contrary to any applicable law or regulation or where doing so may pose a security or other risk.
- 8.4. The Company may at any time extend or limit the services offered through User Interface/Internet banking and at its absolute discretion decide the hours and the days during which Internet banking/User Interface and/or certain aspects/services thereof as may be available, and may at any time and at its absolute discretion alter and/or amend Internet banking/User Interface and/or Security and Authentication Credentials/accesses/means and procedures, functionality, content, and content of services, any Additional Terms.
- 8.5. The Company has the right to suspend or terminate altogether the operation of User Interface/Internet banking/any aspects services thereof, certain Security and Authentication Credentials, means and procedures. Customer and/or Authorized Person shall be notified with regard to the above in due course, in any way The Company deems appropriate. For the avoidance of doubt, The Company will not be responsible for any loss or damage (whether direct, indirect, consequential or otherwise) arising out of any failure to provide User Interface/Internet banking/any aspect service thereof, certain Security and Authentication Credentials or any access thereto or to the website and any interfaces.
- 8.6. The Company shall have the right at any time to withdraw, restrict or alter the rights of Customer and/or any Authorized Person to use Internet banking/User Interface/Security and Authentication Credentials or any part thereof. The Company shall notify Customer and/or Authorized Person with regard to any of the above in due course, in any way The Company deems appropriate.
- 8.7. Certain functionality/services available via Internet banking/User Interface may be restricted by Customer in respect of Authorized Person by giving written instructions to The Company, provided that The Company confirms such possibility and receipt of the relevant instructions.
- 8.8. Termination of the availability of Internet banking/User Interface or any part/services thereof to Customer/Authorized Person will not affect any accrued rights or affect any

- representations, warranties and indemnities given by Customer, or any confidentiality obligation of Customer/Authorized Person, which shall survive termination.
- 8.9. On termination of the availability of Internet banking/User Interface/Security and Authentication Credentials or any part/services thereof to Customer/Authorized Person for any reason, The Company is entitled to execute any instructions that were placed prior to the termination, or which are already in progress at the time of the termination, and the provisions of the GTC, and any Additional Terms shall continue to bind Customer in relation to such instructions and The Company is entitled to require Customer to pay charges incurred as a result of execution of any such instructions.
- 8.10. The provisions on termination in GTC Section 5: General Relations in relation to termination shall apply, in which case the operation of Internet banking/User Interface/Security and Authentication Credentials of Customer (including Authorized Person(s)) shall be terminated altogether for Customer and Authorized Person(s) pursuant to the same. Termination shall include termination of any Internet banking services.

9. Intellectual Property Rights

- 9.1. Use of Internet banking/User Interface, any parts, means or services, by Customer and/or Authorized Person does not give Customer and/or Authorized Person any right to the intellectual property of The Company, of which The Company is the legal owner. Any copying, distribution, transmitting, sending, changing, amending, adapting of any material or content of Internet banking/User Interface, any parts, means or services whatsoever is strictly prohibited.

Section 5: General Relations

The provisions of the present Section as amended from time to time are of general applicability to any Account/relations between Customer and The Company, are in addition to the remaining Sections and form and integral and indivisible part of the GTC.

1. Term and termination

- 1.1. Business relationship entered into by Customer and The Company hereunder and Agreement for Account and payment services and related matters pursuant to these GTC is concluded for an indefinite term (unless a otherwise provided for in prevailing Additional Terms) and shall continue to be in force until it is terminated by Customer or The Company under the provisions herein and/or under Additional Terms agreement (as applicable), applicable terms established by The Company which govern relationship of Customer and The Company and provision of services.
- 1.2. Closing of Accounts as stated herein constitutes termination of business relations under these GTC
- 1.3. All unsettled obligations of Customer in connection with Account and arising out of business relationship shall survive termination and shall be discharged and governed in accordance with these GTC, applicable List(s) of F&C, and Additional Terms (as applicable) until settled to The Company in full.
- 1.4. Customer is entitled to terminate Agreement concluded pursuant to GTC at any time by submitting a written notice to The Company using User Interface, or communication channels (by email/in hard copy to The Company's address). After receipt of the notice of termination, The Company closes Account within 30 (thirty) days or relevant period that may be stated in applicable Additional Terms. In case of termination of relevant Account, it shall be closed simultaneously with any payment instrument/Security and Authentication Credentials/means/accesses.
- 1.5. The Company is entitled to terminate Agreement concluded pursuant to GTC at its absolute discretion with two (2) months' notice. In relation to Corporate Customers, The Company is entitled to terminate Agreement at its absolute discretion with

any shorter notice determined by The Company or with immediate effect.

1.6. Upon notice of termination from either Party to the other:

- 1.6.1. Customer is obliged to ensure adequate funds are maintained on Account under closure to meet any obligations to settle transactions and obligations which may arise from the use of Account and any instruments prior to the termination notice and which have not been presented by relevant institutions to The Company before the termination notice and/or settled.
- 1.6.2. Customer shall ensure that any pending payments and transactions related to Account are cancelled.
- 1.7. Where required to do so by virtue of Additional Terms of whatever type and nature, in order to fulfil his obligations and for compliance with The Company's procedures, Customer shall maintain his Account opened during termination of another Account (such as a Card Account).
- 1.8. The Company is entitled to block Account under termination and Customer/Authorized Person shall be prevented from executing transactions/instructions as well to block all or part of funds on Account. In case funds on Account are insufficient to settle liabilities of Customer to The Company arising out of use of Account, Customer authorizes The Company to settle said amounts by debiting any other Account(s) and/or funds Customer maintains/or held with The Company.
- 1.9. The Company is entitled at its own initiative to suspend for any period reasonably required and/or close any instrument/Security and Authentication Credentials/means/access/Account and to terminate business relationship and Agreement unilaterally without notice in any of the following cases:
- In case (all) Account(s) of the Customer with The Company are closed or are being closed for any reason (i.e. in case of termination of business relations with Customer), any and all Additional Terms agreements in respect to any Accounts and instruments/Security and Authentication Credentials shall be terminated;
 - The Company terminates provision of Accounts and services governed by the GTC or Additional Terms;
 - Customer/Authorized Persons fail to fulfil obligations pursuant to GTC or any Additional Terms;
 - When Customer breaches of any terms of the GTC or any other Additional Terms or terms referenced herein or otherwise communicated by The Company, including by way of publishing on The Company's Website;
 - When Customer fails to settle negative balance on Account(s), fails to pay fees and charges, or any amount to The Company by virtue of the GTC or Additional Terms, agreement;
 - If Customer/Authorized Person fails to meet other obligations towards The Company under GTC or any other Separate, Additional Terms or any other applicable agreement;
 - In case of suspicion or discovery that Customer (including Authorized Person(s)) has submitted false or misleading information or documents to The Company;
 - If The Company suspects or possesses information of Customer's (including any Authorized Person's) potential or actual involvement in illicit activity, and/or other negative information about/related to Customer (including Authorized Person(s)), which may damage The Company, The Company's reputation, and/or is counter to requirements, laws, regulations, rules;
 - If The Company reasonably believes that the Customer and/or Authorized Person(s) have used or are likely to use The Company services, or allow them to be used, in breach of GTC, Additional Terms, agreements, applicable requirements, laws and regulations, or to commit an offence or fraud or unlawful action;
 - Funds on Account are at risk of fraud or misuse
 - In case of extraordinary circumstances which can affect the safety, security or confidentiality of the Customer's and/or other Customers' Accounts with The Company

and/or The Company, The Company affiliated and related companies, The Company or business partners;

- In case of relevant inactivity period following Account dormancy;
- In case of inactivity and zero/negative balance;
- In case of natural persons, where Customer/Authorized Person is deceased/incapacitated etc.;
- In case of Customer's bankruptcy, liquidation or proceedings or circumstances that may affect Customer's ability to meet financial obligations;
- By order/decision/requirement of a court, regulatory, law enforcement, any other official authority;
- Due to internal policy, as well as due to correspondent banks and participants involved in payment processing;
- Where the rights or obligations of The Company to terminate Agreement arise from applicable requirements, laws and regulations.

1.10. In case of termination on whatever ground either by Customer or The Company:

- 1.10.1. Customer has the obligation to make all of the payments due to The Company, which are outstanding as of the moment of its termination in full, and Customer shall settle in full any debit balance on Account and liabilities towards The Company.
- 1.10.2. It is the Customer's and Authorized Person's obligation to destroy and/or securely block/disconnect any instruments, Security and Authentication Credentials issued/provided to Customer securely wherever relevant.
- 1.10.3. Any Internet banking, Security and Authentication Credentials, accesses, instruments, means provided to Customer/Authorized Person for its management shall be disconnected/terminated.
- 1.11. **If in case at the time of termination there is remaining balance on Account**, such balance shall be transferred, to Account of Customer or to Customer's other account (e.g. with another bank/payment service provider) subject to satisfaction of procedures of The Company, less fees and charges and any amounts payable to The Company by Customer, provided that:
 - 1.11.1. Customer and/or Authorized Person have not acted fraudulently, illegally or with negligence or in such a way as to give rise to a reasonable suspicion of fraud, illegal actions or negligence, and;
 - 1.11.2. The Company is not required to withhold the balance by virtue of meeting requirements, obligations, laws and regulations, order or instructions of a court, law enforcement or any authority.

The Company is entitled to perform verification procedures in respect to transfer out instructions. Customer acknowledges that instructions shall be rejected in case of non-satisfaction of The Company procedures.
- 1.12. On termination, in absence of instructions from Customer on transfer out of Customer's funds, The Company shall transfer balances to an unclaimed monies account of The Company, applying relevant charges for maintenance of balances of closed Account, until relevant Customer's instructions relating to remaining funds balance is received from Customer, in order for The Company to process release of said funds pursuant to the provision above and herein.
- 1.13. If, following transfer of the balance, any further transactions are found to have been made or charges or fees incurred using the Account occurred or The Company receives a request for a reversal of any prior transaction, The Company will debit such amount from any Account/funds of the Customer maintained with The Company or, in case there are insufficient funds on Customer's Account(s) or any funds or the Customer does not have any open Account(s)/funds, The Company will notify the Customer of the amount and the Customer shall immediately settle to The Company such amount on demand as a debt.
- 1.14. Any incoming transactions to closed Account shall be returned to originator (payer) by The Company with the relevant notification to originator (payer). The Company is

not bound by any forwarding instructions that may be provided by Customer.

- 1.15. In case of termination, all obligations of Customer arising out of or in connection with business relationship, GTC, Additional Terms, any agreement and transaction shall become due in full and immediately. Customer shall discharge all its liabilities arising and in connection with GTC, applicable List(s) of F&C, any Additional Terms, transactions on the day of termination at the latest.
- 1.16. Termination of the business relationship, Agreement pursuant to GTC or any Additional Terms due to any reason does not release the Customer from the obligation to pay to The Company all amounts due to The Company, compensate inflicted losses, as well as to execute all of the requirements ensuing from the business relationship but outstanding as of the moment of its termination. For avoidance of doubt, termination will not affect the Customer's liability to The Company existing at that time and incurred as a consequence thereof and, upon termination or anytime thereafter, The Company may require the immediate repayment of all amounts owed, where applicable.
- 1.17. Termination will not affect any accrued rights or affect any representations, warranties and indemnities, confidentiality obligation given by the Customer in the GTC or otherwise, whether arising out of the GTC or otherwise, which shall survive termination.
- 1.18. In case business relationship is established, Account has been opened for Individual Customer- referred by Corporate Customer (e.g. on the basis of employment or contractual relations), The Company reserves the right to both limit and/or cease provision of services, and may terminate said business relationship, Agreement pursuant to GTC and any Additional Terms, immediately at any time without advance notice if:
 - 1.18.1. Such Individual Customer and Corporate Customer are no longer in relations on the basis of which business relationship was established and Account has been opened for such Individual Customer referred by Corporate Customer.
 - 1.18.2. Such Corporate Customer is no longer a Customer/in business relations with The Company.
 - 1.18.3. Such Corporate Customer's Account and/or business relationship with The Company is blocked/suspended/under closure for any reason.

The present shall be considered adequate notification to Individual Customer in this respect.

2. Amendments

- 2.1. The Company has the right to amend, revise or supplement at any time unilaterally at its discretion these GTC, applicable List(s) of F&C, any Additional Terms, as well as any document which supplements the aforementioned, including other terms and procedures as referenced herein or otherwise communicated by The Company via a means and manner it deems adequate, including by way of publishing on The Company's Website.
- 2.2. Updated versions of the GTC, applicable List(s) of F&C, Additional Terms or any other document shall take effect on the date set forth by The Company.
- 2.3. Any amendments which concern relevant payment services shall be notified to Customer 2 (two) months prior to the date of their entry into force. Where Customer is a Corporate Customer, any amendments may take force without prior notice.
- 2.4. Amendments, revisions, supplements which do not concern relevant payment services may take immediate effect without prior notice. Wherever possible, Customer will be informed in advance of such amendments, and The Company reserves the right to inform Customer at the earliest opportunity following such amendments.
- 2.5. Amendments, revisions, supplements to GTC, applicable List(s) of F&C, any Additional Terms, and any other documents and procedures may be made without advance notice and shall take effect immediately or at any date set forth by The Company in cases such as:
 - New features, new products, new services;

- Necessary revisions due to legal and regulatory provisions;
 - Requirements or instructions or arrangement of/with competent authorities, payment settlement systems and other payment processing parties;
 - Amendments caused by circumstances beyond The Company's control without which the provision of services may be impacted, limited, impossible;
 - Changes favourable to Customer;
 - Security requirements and measures;
 - Correction of errors;
 - Visual changes, document structure and format, titles and names of documents and procedures;
 - Links and references, titles of documents;
 - Change to working hours and days;
 - Updates to information regarding The Company and services;
 - Amendments that do not impact rights and obligations of The Company and/or Customer.
- 2.6. The Company may amend any document and procedure supplementing, incorporated or referenced herein at any time with immediate effect and without the obligation of prior notification (e.g. but not limited to complaint handling policy and procedures, data protection policy and procedures, technical documentation and requirements for accessing and usage of Internet banking/User Interface, security and authentication means, security and risk requirements and procedures, list of documents and information needed for rendering services, list of correspondent accounts of The Company, etc.).
- 2.7. Changes in exchange rates shall take force immediately without notice.
- 2.8. Changes in cut-off times take force immediately without notice.
- 2.9. In case of increases in fees and charges applied by correspondent banks and/or payment settlement systems/participants involved in service rendering, consequent changes in applicable Lists of F&C can take force immediately or at the discretion of The Company at anytime.
- 2.10. Subject to relevant requirements and procedures, the means by which The Company will notify Customer of amendments will be by making available the updated versions on The Company's Website, via User Interface/Internet banking, or by transmitting such notification to Customer by email with the updated version or with a reference to the location of the updated version on the website or via User Interface. Such means shall be considered an effective way of communicating The Company's proposed amendments to Customer.
- 2.11. Upon Customer's request, The Company shall provide the updated version of the relevant document in paper form.
- 2.12. Every proposal of The Company to amend Agreement pursuant to GTC, GTC, applicable List(s) of F&C, any Additional Terms, or relevant document shall be deemed accepted by Customer if he fails to notify his non-acceptance before the proposed effective date of the amended version. In case of non-acceptance, Customer is entitled to terminate the Agreement with The Company immediately and in any event prior to the proposed effective date of the amended version, immediately making all payments and discharging all obligations resulting from the Agreement and business relationship in full. Termination under such circumstances shall be free of termination fee in case of Customer-consumer.
- 2.13. Customer and Authorized Person(s) shall be regarded as having in full read and understood any amended or updated document on the day when the aforementioned document (including any supplements) was made available for the first time. The Company bears no responsibility for any loss or expense of Customer/Authorized Person(s) in case they failed to familiarize themselves with the relevant updated document.

3. Authorized Persons

- 3.1. Customer with whom business relations are established shall inform The Company pursuant to The Company's procedures on Customer's Authorized Persons (including authorized signatories, authorized User Interface/internet banking users, authorized Cardholders and any other authorized users) as the

case may be in relation to application for service and during the business relationship.

- 3.2. The Company is entitled to rely upon any document and/or information supplied by Customer which indicates the Authorized Person with respect to Customer and Customer's Account(s) until the authority of such person is withdrawn/terminated by the Customer upon written notice to The Company and The Company has had a reasonable opportunity to act on the termination instructions.
- 3.3. Where applicable, Customer shall provide specimen signatures and other details as may be required to The Company, in the manner requested by The Company.
- 3.4. Customer's Authorized Persons, subject to application/service scope, any limitation received, accepted and recorded by The Company, are each authorized on behalf of the Customer to:
- Open, operate and close Account(s);
 - Apply and enter into terms, agreements for any service provided by The Company;
 - Execute or otherwise agree to any form of agreement relating to the Account or any services provided by The Company, execute guarantees, indemnities or other undertakings to The Company in relation to the Account or services provided by The Company to Customer;
 - Communicate with The Company, submit and receive information, rates, communication and materials related to the operation or otherwise of the Account/business relationship;
 - Give instructions, documents, orders, including, without limitation payment orders, currency exchange orders, requests of any manner in relation to the Account/services.
 - Submit applications, notices and instructions, including without limitation, on provision/termination of any services, on issuance of any payment instruments, Security and Authentication Credentials, authentication means, accesses to Account, including in respect to other Authorized Persons.
 - Receive and use Security and Authentication Credentials, perform any action supported and permitted by instruments/accesses/means/User Interface/Internet banking and functionality and The Company from time to time.
- 3.5. Customer represents that prior to submitting any document which designates an Authorized Person, the Customer shall obtain from such individual all necessary consents to enable The Company to process the data set out therein for the purposes of providing services to the Customer.
- 3.6. The Company may freeze any Account and/or access of Authorized Person to Account(s) and services of The Company, upon expiry of an authorization of such Authorized Person, until renewed authorizations are duly provided to The Company by Customer.
- 3.7. The Company may at any time freeze any Account, if and for as long as there exists any dispute or doubt for any reason as to the person who is entitled to access/operate it.
- 3.8. The Company is entitled to act on any instructions of Authorized Persons of Customer.
- 3.9. The Company may at any time request the Customer to change any Authorized Person designated by the Customer in relation to Customer and/or any Account, and may refuse to execute any instructions provided by any Authorized Person of Customer in the event that The Company considers that execution of any instructions provided by Authorized Person would be in contravention of any law, regulation, act or requirement, or of internal security and other procedures of The Company.
- 3.10. The Company may refuse to execute any instructions and request their resubmission in accordance another relevant Authorized Person's authorization.
- 3.11. Where the Authorized Persons are more than one, Customer may determine, where relevant, the rights and the combinations by which The Company will accept the instructions from the Customer, depending on functionality and service. In the event that the Customer does not determine rights and combinations (or where such is not available), The Company will accept instructions received from any Authorized Person individually.

- 3.12. Without prejudice to provisions of the GTC, including in relation any rights of The Company, The Company is entitled to consider at all times that the Authorized Person is acting at all times under authorization of Customer regardless of whether The Company was made aware of relevant authorizations or their extent.
- 3.13. Customer cannot and has no right to object to any information/instruction/document/transaction/order etc. that was duly submitted by Authorized Person and duly processed/executed by The Company.
- 3.14. Customer shall be fully responsible and liable for any and all actions, acts and omissions of Authorized Person in relation to Account(s) or in relation to Customer/business relations with The Company, via User Interface/Internet banking or otherwise, any transactions, obligations, and/or actions without limitation. Customer bears full liability without exception for all actions on behalf of Customer and such actions shall be binding upon Customer.
- 3.15. Customer irrevocably authorizes The Company to accept any instructions (including orders, transactions, documents etc.) which are given by Authorized Person.
- 3.16. Despite any circumstances (including expiry/lack/lapse of capacity or authorization, death, incapacity) of Customer and/or Authorized Person, The Company shall be entitled to execute all instructions given and supply all information requested using details of Authorized Person until The Company receives written notice of the relevant circumstances and has had reasonable time to act on them.

4. Customer's instructions

- 4.1. Unless specific requirements or restrictions are set forth in other sections of these GTC, any notices/instructions (including information, document, instruction, order, application, notice, complaint, claim, request etc.) arising out of the business relations between Customer and The Company may be submitted in person, through an Authorized Person, sent in writing through a postal operator, via User Interface, or in accordance with the product or service offered by The Company and described in these GTC and/or Additional Terms, and subject to The Company's prior consent also in electronic form by email, or other means of electronic communication. Nevertheless, The Company at its discretion is entitled to require and Customer shall provide notice/instructions to The Company via an appropriate electronic channel, in an original written paper form and/or via User Interface; in such case The Company is entitled not to execute notice/instruction until such notice/instruction is received by The Company in the form requested by The Company.
- 4.2. All notices/instructions submitted to The Company shall be completed without corrections, deletions, erasures or lapsus calami, and shall be clearly legible and complying with the requirements set herein. All notices/instructions shall bear Customer's own signature or confirmed with Customer's Security and Authentication Credentials, unless stipulated otherwise in the GTC and/or Additional Terms.
- 4.3. Notices/instructions by Customer sent by email, or electronic means of communication as may be accepted for receipt by The Company, shall be deemed received by The Company after The Company confirms their receipt.
- 4.4. Notices/instructions to The Company that are sent through a postal operator shall be sent as a registered mail to the address of The Company indicated in these GTC and those shall be deemed received by The Company when The Company actually receives them and confirms their receipt.
- 4.5. Use of Internet banking for the purpose of submitting notices/instructions is governed by the relevant sections of the GTC.
- 4.6. The Company may but is not obliged to accept oral notices/instructions, and is entitled to record such notices/instructions. Customer acknowledges that The Company is entitled to consider such notices/instructions and recording to constitute written notices/instructions received. Subject to the provisions of these GTC, any Additional Terms, Customer is obliged to transmit to The Company notices/instructions in written form and/or in a form requested

or specified by The Company with all requirements completed to the satisfaction of The Company in relation to its form and content.

- 4.7. The Company's receipt of notice/instruction constitutes only its acceptance for processing, but does not trigger The Company's liability for execution of the same.
- 4.8. Unless stated otherwise in the GTC, applicable List(s) of F&C, Additional Terms, The Company's documents/information (also at The Company's website), The Company shall process notices/instructions on Business Days during The Company's normal working hours. If The Company has accepted notice/instruction at any other time, the following Business Day shall be considered the date of acceptance of notice/instruction.

5. Non-execution of Instructions

- 5.1. The Company shall be entitled without liability on its part to refuse to act if in its opinion there are potential inadequacies in Customer's notice/instructions, including any doubts as to notice/instructions content, to validity or authenticity of any notice/instructions received.
- 5.2. The Company may refuse to execute any notices/instructions of Customer or any Authorized Person of the Customer:
 - If the notice/instructions are not clear and do not meet any condition which may be required for a particular service offered or action by The Company;
 - If there is doubt in relation to the identity of Customer and/or its Authorized Person and/or the origin of the notice/instructions (for example suspicion of theft of the identity or internal alert);
 - If the execution thereof could result in a breach of any legislation, regulation, rules, requirements, order of any competent authority or body;
 - For reasonable cause, including pursuant to any policy of The Company, any policy of correspondent banks/beneficiary bank/payment service provider/payment settlement systems/participant and/or any other applicable policy/procedure/requirements/obligations at any given time;
 - Due to circumstances/events which The Company, in its absolute discretion considers and/or judges as urgent and/or so as to ensure The Company deals with such circumstances/events;
 - If they are not part of or contemplated for in relation to Customer/Customer Account and service;
 - If they are not provided for/included in the authorities granted by the Customer to the Authorized Person;
 - If they are not part of or contemplated for in relation to the relationship between The Company and Customer;
 - As provided for in relevant sections of these GTC (including on order execution)
 - In the event of suspicion in relation to Customer/Authorized Person and/or instructions (including related to anti-money laundering, for risk management, fraud prevention purposes, illicit activity or other applicable requirements);
 - In the event of an Account/any access/credentials thereto being blocked.
 - For any justified reason of The Company, in exercise of its rights pursuant to the GTC, Additional Terms, applicable laws, regulations, obligations.
- 5.3. The Company has the right to request that Customer repeats any notice/instructions according to the form specified or request that notice/instructions are translated into the English language and legalized if deemed appropriate. The Company is entitled to refuse execution of notice/instructions until a repeat notice/instruction are received.
- 5.4. The Company has the right but not the obligation to contact the Customer via any way The Company deems necessary, in order to confirm the authenticity of any notice/instructions received from the Customer.
- 5.5. The Company is not responsible for the authenticity, validity, regularity and/or value of any notices/instructions remitted to The Company. Damage resulting from delays, losses, or mistakes in the transmission of any notices/instructions in

- whatever format shall be borne by the Customer and the Customer shall also bear all losses resulting from failure by The Company to discover forgeries or other defects including in particular with respect to identification or capacity to act.
- 5.6. The Company will have no obligation or liability to the Customer as a result of implementation of notices/instructions that The Company in good faith believes have been given by the Customer or by Customer's Authorized Persons, nor where authenticated with relevant authentication means and communication channels.

6. Communication

- 6.1. Notices, notifications, communication and other information under the GTC, and Agreement are sent or made available by The Company to Customer/Authorized Person, where and as applicable, as deemed appropriate by The Company, either:
- Via User Interface, via Internet banking
 - To email address(es)
 - To postal address(es)
 - By telephone number, via SMS
 - By making available a document through the internet, via The Company's Website and online resources, publications.
 - Through use of other communication channels deemed appropriate by The Company for the respective communication or submitted to Customer/Authorized Person in person.

Notices/notifications/communication/information by The Company to Customer in any one of the methods of communication shall be deemed sufficient. Any information which must be provided to the Customer pursuant to applicable law shall be provided in the manner specified herein.

- 6.2. The Company shall use the contact details of Customer/Authorized Person as provided to The Company in the Application or during validity of Agreement pursuant to GTC (and any Additional Terms where relevant) and any notice/notification/communication/information shall be deemed received by Customer at the time of its transmission/publication by The Company, regardless of actual receipt.
- 6.3. The Company shall not be liable for non-receipt or non-receipt in due time due to fault/act/omission of third parties or in case Customer failed to update contact details of Customer and/or Authorized Person with The Company in case of any change, has not provided or has provided inaccurate/incomplete address/details designated for sending notice/notification/communication/information.
- 6.4. Subject to the provisions of these GTC, and any Additional Terms as applicable, Customer may communicate with The Company using User Interface, via email address provided to Customer, via specific forms on The Company's website. Correspondence in hard copies shall be delivered by hand or by post to the following address: Unlimit EU Ltd, 125 Georgiou Griva Digeni, Limassol 3101, Cyprus.
- 6.5. The Company must be notified in writing without any delay, via User Interface, or to an email address or means that may be provided to Customer/Cardholder for this purpose from time to time by The Company, of change in contact details (including address, email address, telephone numbers and mobile phone number of Customer/Authorized Person). Failure of Customer/Authorized Person to act pursuant to this provision shall constitute negligence and material in relation to Customer/Customer's obligations under these GTC, any Additional Terms, including in respect to observance of security measures.
- 6.6. Wherever any Authorized Person(s) of Customer is(are) in receipt of any notices/notifications/communication/information from The Company, he/they shall notify and transmit the same to Customer. Customer shall be deemed to have received and to be aware of all notices/notifications/communication/information transmitted between Authorized Person(s) and The Company. This provision shall apply vice versa where the Customer in receipt shall notify and transmit and shall be deemed to have transmitted all

notices/notifications/communication/information to all Authorized Person(s) who shall be deemed to have received them and be aware of the same.

- 6.7. The Company is entitled to send at its own initiative any notice/notification/communication/information to Customer in relation to services of The Company via SMS or e-mail to mobile telephone numbers and e-mail addresses provided by Customer.
- 6.8. The Company may communicate general and publicly available information to Customer by publishing information on The Company's Website, online resources and in mass media. In case information is published on The Company's Website, it is considered as received by Customer at the day of being published.
- 6.9. The Company shall not be responsible for losses and expenses of Customer, which Customer may sustain due to transmission failure, delay or misuse of information. Customer authorizes all its Authorized Persons, any representatives/servants/agents/employees, as well as other persons being at the address/means where notice/notification/communication/information are sent to, to receive the same. Any notice/notification/communication/information transmitted thereto shall be deemed received by Customer.

7. Confidentiality

- 7.1. The Company treats Customer's Accounts and other information relating to the Customer and its business with the confidentiality required by law and regulations controlling the use and protection of data.
- 7.2. Information related to Customer, Authorized Persons and any Customer's persons (including Customer's representatives, employees, directors, shareholders and beneficiaries, as the case may be), Accounts and business, relations with third parties, provided such information was supplied by Customer to The Company shall not be disclosed to third parties, unless it is:
- Publicly available;
 - Disclosed to an assignee on the rights of claim assigned, or is disclosed to third parties with regard to entering into partnership agreements or other agreements and their carrying out;
 - Required for institutions and participants involved in execution of transactions applied for by Customer, at their request;
 - Supplied to The Company's affiliated or related companies, and partners, also in cases when it is necessary for them to be able to comply with the requirements on the prevention of money laundering and terrorism financing/risk management and any of their duties and requirements;
 - Supplied or received with the Unlimit Group, affiliated and related companies of The Company in the context of establishing, maintaining and conducting relations between Customer and the aforementioned
 - Might be evidence of a possible fraud or criminal offence or Customer's breach under transactions, or is necessary for detecting and investigating such;
 - Disclosed to third parties that supervise, audit, advise on The Company's operations;
 - Provided to competent authorities of the Republic of Cyprus, the European Union or other states for performing their functions, pursuant to legal enactments;
 - Provided to tax administration authorities of the Republic of Cyprus, the European Union, or other states for performing their functions, pursuant to legal enactments;
 - Provided to The Company's outsourced service providers, personal data operators, attorneys and advisors;
 - Provided to The Company's cooperation partners that provide services to The Company or with whom The Company otherwise cooperates for the sake of provision of services to Customers, execution of Customer's orders and instructions, communications, The Company's transactions and functions, or for complying with the requirements set forth in the applicable legal acts and regulations and carrying out duties;

- Provided to foreign supervisory institutions and/or operators, pursuant to the provisions of applicable legal acts and/or rules of the operators;
 - Provided to local and foreign tax administration authorities pursuant to the provisions of applicable legal acts;
 - Provided to the court, court of arbitration, or for the sake of out-of-court dispute resolution, pursuant to the provisions of applicable legal acts;
 - Was provided at The Company's discretion with regard to Customer or the persons related to the same, following the request from a correspondent bank/payment service provider/participant located within or outside the European Union and involved in execution of Customer's transactions;
 - Customer information (name, surname, identity number and other identification data of Customer) supplied to the beneficiary of the payment applied for by Customer, according to the requirements of the payment processing systems;
 - Pursuant to Privacy Notice where applicable as well as applicable law or requirements.
- 7.3. In relation to the clause directly above, it is provided always that:
- 7.3.1. The Company may share with or receive from any of Unlimit Group affiliated or related companies and partners, with whom the Customer proposes to establish a business relationship or in the context of its maintenance and conducting, any Information which it holds, or which it may hold from time to time, concerning the Customer its Authorized Persons and any other Customer's persons (including, without limitation, any personal or other data relating to the any of the Customer's persons (including directors, shareholders, beneficial owners, officers, employees, authorized signatories, representatives, users, attorneys, agents, including, in the case of a trust, the trustees, settlors, protectors or beneficiaries of the trust or any other person(s) holding equivalent or similar positions));
- 7.3.2. Customer acknowledges that, The Company may share with or receive from Partner, any Information which it holds, or which it may hold from time to time (whether for and in the context of and during Customer's application processing and business relationship establishment and/or maintenance), concerning the Partner Customer its Authorized Persons and any other Customer's persons (including, without limitation, any personal or other data relating to the any of the Customer's persons (including without limitation directors, shareholders, beneficial owners, officers, employees, authorized signatories, representatives, users, attorneys, agents, including, in the case of a trust, the trustees, settlors, protectors or beneficiaries of the trust or any other person(s) holding equivalent or similar positions)).
- 7.4. Notwithstanding the provisions above, The Company is released from all confidentiality obligations where Customer:
- Requests a reference or other document/confirmation or provides The Company's name/contact information to any organization/person (including without limitation another bank/institution/other organization/service provider/person etc.) so that the aforementioned may obtain a reference/document/confirmation/ information about Customer; and/or
 - Provides request and/or consent and/or agreement to transmit/provide/disclose any document/confirmation/information of any type and form in relation to Customer to any organization/person of whatever nature.
- The Company shall provide such reference/confirmation as it may give in good faith and/or document/information without responsibility on the part of The Company. Customer shall make no claim against The Company in respect of the contents of any reference/confirmation or document/information provided by The Company. The Company reserves the right to refuse to provide a reference/equivalent requested confirmation or information in respect of Customer.
- 7.5. To the maximum extent permitted by law, nothing will preclude The Company from disclosing information relating to the

Customer's Accounts and other information relating to the Customer and Customer's business, in the context of judicial proceedings, arbitral proceedings, reporting the possible commission of a criminal offence to any governmental body or authority and/or in the context of the investigation of by any governmental body or authority and/or to the extent that such disclosure is required to be made by any law, regulation, requirement, rule, governmental body or authority, competent organization (including payment system or equivalent) or by court order or by order of an arbitral tribunal or judicial body, in order to protect The Company's Customers, The Company, The Company's affiliated and related companies and other The Company counterparties.

- 7.6. It is deemed that Customer agreed to The Company being entitled to record and keep all intercommunication without prior notification and to unilaterally choose technical means for recording the same. It is also deemed that Customer agreed to The Company being entitled to use intercommunication records as evidence for protecting its interests in settling disputes and in any instance, including in court. The Company is not be obliged to store intercommunication records for the benefit of Customer.
- 7.7. Confidential information is The Company's secret and is not to be disclosed. Confidential information may only be disclosed with The Company's consent, and in compliance with the laws of the Republic of Cyprus and GTC, terms governing business relationship and services.

8. Personal Data

- 8.1. Customer acknowledges that personal information regarding the Customer, Authorized Person(s), and in case of a Corporate Customer, any Customer's persons (including directors, shareholders, beneficial owners, officers, employees, authorized signatories, representatives, users, attorneys, agents, including, in the case of a trust, the trustees, settlors, protectors or beneficiaries of the trust or any other natural person(s) holding equivalent or similar positions), may be processed as set out in The Company's Privacy Notice in force, which these GTC should be read together with and which is available on the **Website** and shall be consulted by Customer. In case of Corporate Customer, the Customer warrants that that they have duly notified the Customer's persons of the processing of their personal data by the Company. Customer warrants that he has duly familiarized all Customer's persons therewith.

9. Support services

- 9.1. Account can be managed by Customer via User Interface within the User Interface functionality and the functionality of Internet banking.
- 9.2. Notifications for matters including blocking and unblocking in relation to Account and/or its Authorized Persons shall be sent by Customer without delay at any time **to contact details provided for communication** (such as email for customer service) as well as via User Interface as the case may be.
- 9.3. General working hours of The Company are 9:00-18:00 Cyprus time, except public (national and banking) holidays of the Republic of Cyprus.
- 9.4. The Company may also publish special contact details/make available a contact form on its website www.unlimit.com. Customer and Authorized Persons are advised to check The Company's **Website** regularly.

10. Customer's obligations, warranties and representations

10.1. Customer undertakes to:

- Familiarize himself, and Authorized Persons, with the GTC, any Additional Terms, particular agreements, terms, amendments, supplements, documents of whatever type referenced herein or

otherwise communicated by The Company, including by way of publishing on The Company's Website;

- Observe and fulfil, ensure execution of Customer's obligations pursuant to GTC, Agreement pursuant to GTC, any Additional Terms, in good faith and, in case of Authorized Persons of Customer, ensure their observance thereof;
- Keep track of the use of Account(s) as stated herein;
- Ensure that Internet banking and Security and Authentication Credentials are used only by specified Authorized Person of Customer;
- Keep confidential any Security and Authentication Credentials/instruments/means/accesses, personal/personalized data and/or security codes, to prevent the disclosure thereof to anyone and to update The Company immediately in the event of loss/theft/compromise thereof in accordance with the GTC, Agreement under GTC and any Additional Terms;
- Immediately make all payments to The Company resulting from GTC, Agreement, Additional Terms and any other agreements between Customer and The Company, and ensure availability of respective funds on Account;
- Frequently visit and consult The Company resources including Website, User Interface and information/documents and updates;
- Inform The Company in advance if possible, and immediately in case of change of Customer's/any Authorized Person's contact details (including address, email address, phone number and all relevant details);
- Immediately, but not later than within 30 (thirty) calendar days from the day when the respective circumstances come into force, notify The Company of any changes that concern information/documents that are submitted to The Company (including any changes to identification and other information in relation to Customer in any way and Authorized Persons by submitting documents attesting the changes in accordance with The Company's procedures in force.

10.2. Customer, on a continuous basis, declares, warrants and represents, taking responsibility for any consequences of breach, that:

- 10.3. The person(s) signing Agreement pursuant to the GTC, any Additional Terms, transaction with The Company is(are) of legal adult capacity (being an individual over 18 years of age), being the Customer, and in case of an Authorized Person is (are) duly authorized by the Customer to do so and their signature legally binds the Customer.
- 10.4. The Customer's entry into the GTC, Agreement pursuant to GTC, and any Additional Terms, agreement and any transaction, will not contravene any law, statutory or regulatory requirement, or contractual or other obligation of any nature applicable to Customer or The Company.
- 10.5. GTC and any transactions entered into hereunder and under any Additional Terms, are valid and binding obligations of the Customer enforceable in accordance with their terms against Customer.
- 10.6. Customer has and shall have, and is in compliance with, all required approvals, authorizations, licenses, approvals, powers, authorities, consents, and any procedures the Customer may be subject to, to enter into Agreement, any Additional Terms, any transactions hereunder and in the context of business relations with The Company, including under any additional agreements, and to perform fully its obligations in respect thereof.

- 10.7. Customer has obtained and maintains and complies with all necessary approvals of any government or regulatory authority or body in any jurisdiction applicable to Customer, Customer's business and each transaction effected under the GTC, Additional Terms and business relations with The Company.
- 10.8. All documents and information submitted to The Company, including Customer's application(s) for any of The Company's services are valid and accurate. Customer undertakes to immediately notify The Company of any changes which may take place with respect to any and all submitted information and documents and to provide at the same time to The Company any and all changes and amended documents and information. The Customer acknowledges that until The Company has received from Customer notification as to any changes to provided information and documents, The Company shall act on the assumption that all the said documents are in force, unchanged and in order.
- 10.9. There has not been any adverse change in the financial condition, reputational condition or other change in material circumstances of the Customer or any related companies/persons thereof, nor are there threatened or pending legal or other judicial proceedings or regulatory proceedings which could result in any such material adverse change.
- 10.10. Customer is not acting for any third persons and Account shall be used solely for the benefit of Customer and is beneficially owned by Customer.
- 10.11. No breach of any term of the GTC or any Additional Terms has occurred and/or is continuing.
- 10.12. Customer declares that it fully read and that it fully understands all the content to the GTC, any Additional Terms, has had the opportunity to consult a legal advisor, and that it freely, knowingly and willingly contracts and signs the GTC as a binding Agreement between The Company and Customer.
- 10.13. Nothing releases Customer from due execution of Customer's obligations under the GTC, any Additional Terms or otherwise releases or postpones Customer from the due performance of its obligations.

11. Provision of information by Customer

- 11.1. The Company establishes business relations with Customer on a mutual trust basis. The Company relies on the information provided by Customer unless the opposite is proved. The Company does not explain and comment its rejections, including to establish the business relations, or its decision to suspend or terminate business relations.
- 11.2. The Company shall identify Customer (including without limitation Authorized Persons, representatives, directors, employees, shareholders, beneficial owners) in accordance with the laws and requirements of the Republic of Cyprus, the European Union and The Company's internal regulations. Customer is obliged to provide The Company with any and all requested information and documents in a due and timely manner as requested by The Company.
- 11.3. For purposes of prevention money laundering, terrorist financing and illicit activities, as well as risk and fraud prevention, and any compliance requirements, applicable laws and regulations, The Company is entitled to request, obtain, verify and maintain records of any and all information and documents on Customer and their activity. Customer shall and undertakes on a continuous basis in a due and timely manner to provide to The Company, pursuant to obligations in the context of business relations with The Company, and upon demand, identification, financial, legal and other information and evidence as The Company may request. Customer shall notify The Company without delay of any change in any information provided. Such information may include, without limitation, evidence satisfactory to The Company as to Customer, Customer's Authorized Persons, representatives, directors, employees, shareholders, beneficial owners, and beneficiaries (also information and

documents on economic and personal activities, business, financial status, legal actions and litigations, source of funds, partners, and any other information and documents The Company may deem necessary), purposes and beneficiaries of concluded, contemplated, or revoked transactions, details and information of transactions, etc., and any other documents, information or consents as The Company may require in order to comply with applicable laws and regulations, requirements, and with any internal policies of The Company.

- 11.4. Customer is obliged to immediately notify The Company of changes in personal and registration data of Customer and its Authorized Persons, representatives, directors, shareholders and beneficiaries, data of identity documents, address, other contact information, legal capacity and ability to act, of important changes in its financial condition, business profile, economic profile, as well as of amendments to or termination of powers of attorney, authorizations, submitted to The Company, and of transaction beneficiaries. Such obligation of notice apply even if changes in Customer information submitted to The Company are included in public registers.
- 11.5. Any possible cost relating to or resulting from the updating of Customer documents (including identification documents and/or data which relates to the Customer, business and economic profile, transactions, activity on Account etc.) may be charged to the Customer.
- 11.6. The Company performs monitoring and analysis of Customer's transactions and activity, and for that purpose, and purposes stated above, may request and Customer shall immediately provide requested documents, information and explanations regarding every particular transaction in question and activity on Account and of Customer. The Company, without bearing any responsibility, may reject, delay, suspend or terminate the execution of a particular transaction in case The Company has not received or has not timely received requested information and documents, or if The Company is not satisfied with the information and documents received.
- 11.7. The Company reserves the right to suspend or close Account(s), to suspend or terminate business relations with Customer, to terminate and/or decline to provide the Customer with any services, if the Customer fails or refuses to provide requested information or fails to timely provide it.
- 11.8. General requirements to documents**
- 11.9. Customer shall submit original documents or copies of certified by a public notary (or equivalent) considering The Company's requirements in every particular case. Documents shall be legalized or apostilled (as the case may be) unless The Company states otherwise. Documents shall be in the English language unless agreed otherwise; translations shall be duly certified as per requirements of The Company.
- 11.10. The Company assumes that all documents provided by Customer are authentic, valid, true, complete and correct.
- 11.11. The Company is not obliged to detect any forgery or unconformity of any document, seal or signature unless such forgery or unconformity is obvious without applying any special procedures, measures and/or tools.
- 11.12. In case The Company has any doubt of whatever nature regarding any received document and/or the document is not in conformity with The Company's requirements, The Company is entitled not to accept such document, suspend and terminate its execution.

12. Set-off

- 12.1. In addition, and without prejudice to the powers, rights and remedies conferred on The Company herein, any Additional Terms, any agreement or documentation applicable between Customer and The Company in relation to services/funds/assets, and in any applicable laws and regulations:

- The Company shall have a lien, right of retention and power of disposal over any and all funds and assets of the Customer whether in sole or joint names or otherwise from time to time which are held by or with The Company whether in an Account pursuant to the GTC, Additional Terms or otherwise to the extent of and to satisfy any outstanding liability which the Customer may have now or at any time towards The Company whether pursuant to the GTC, Additional Terms, any other agreement or otherwise.
- In order for The Company to pay or repay money from any Account, it is a condition that there must be no outstanding liabilities (actual or contingent) due from Customer.
- The Company, may merge, combine, consolidate any and all Accounts, balances and any other amounts of Customer with, against liabilities towards The Company (including without limitation any outstanding amounts or negative balances of Customer), and The Company may set off and transfer any sum standing to credit on any such Accounts, balances, amounts in or towards satisfaction of any of Customer's liabilities towards The Company under any account, agreements or contracts, whether such liabilities are primary, collateral, joint or several. The Company may transfer moneys and/or other assets between any accounts to effect set-off. The Company is not obliged to give prior notice to Customer of any exercise of its rights of set-off.
- The Company may set off any obligation/liability owed by Customer against any obligation/liability owed by The Company to Customer (whether or not in connection with the GTC, Additional Terms, any agreements or contracts, including regardless of the currency).
- In case of differing currencies, The Company may for the purpose of any set-off convert currencies at The Company's rate of exchange in the usual course of its business.
- Customer shall indemnify The Company for any loss, damage, costs, claims and demands arising as a result of set-off operations.
- Until all funds owing are paid or discharged in full, Customer shall not, by paying off any sum recoverable by The Company or by any other means or on any other ground, claim any set-off or counter claim against The Company in respect of any liability from The Company to Customer or any third party. Customer agrees that nothing in the arrangements between The Company and Customer and/or any third party shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right which The Company has contractually, existing or implied by law.

13. Indemnity and liability

- 13.1. In addition and without prejudice to the powers, rights and remedies conferred on The Company herein and in any applicable law and regulations, Customer shall hold The Company free from liability and hereby indemnifies The Company (including its employees, directors, officers, agents) from against any claims, liabilities, loss, damage and expense of any nature (present, future, contingent or otherwise), including but not limited to legal expenses, sustained or incurred in connection or as a consequence of:
 - Customer's breach of the GTC, Additional Terms, any agreements with The Company;
 - Any delay, default, omission of Customer to pay any amount due under the GTC, Additional Terms, any agreement with The Company;
 - Any error or ambiguity in any order/instruction provided by Customer;

- Any such order/instruction not being received or any delay in receipt of any such instruction by The Company;
 - The Company entering into any transaction under the GTC, Additional Terms, any agreement with Customer or otherwise taking or omitting to take any action pursuant to the Customer's instructions/representations;
 - Providing any service to Customer;
 - Performing any order/instruction of Customer (including as may be delivered to the Company through or by Partner from or in relation to Partner Customer);
 - The Company's acceptance or execution of any request, instruction or direction of Customer/Customer's Authorized Person or The Company's payment of, non-exhaustively, any taxes, penalties, duties, interest, out-of-pocket expenses, costs or fees otherwise due from the Customer paid on the Customer's behalf, or for which The Company has no responsibility under the GTC, Additional Terms or agreement(s) with Customer;
 - The Company exercising any right it may have under the GTC, Additional Terms, any agreements with Customer to refuse to execute any instructions provided by or on behalf of the Customer;
 - The Company implementing a court order, in Cyprus or abroad, in relation to Customer/Customer's Accounts and/or responding to any relevant information requests made to The Company from competent authorities or persons regarding Customer/Customer's Account(s), business relationship with Customer.
- 13.2. Customer shall take every measure necessary in order to keep The Company indemnified from any responsibility for any instruction/order of Customer given to The Company, (including as may be delivered to The Company through or by the Partner from or in relation to the Partner Customer) and Customer shall cover all losses, expenses and obligations of The Company arising out of and/or in connection with and/or as a result of Customer's negligence, malice, action and/or default on its obligations, or inadvertent ambiguity, immediately at The Company's request.
- 13.3. Customer is responsible for timely submission of documents and information and for the authenticity, correctness, completeness, validity of documents and information submitted to The Company. It shall be deemed that all information and documents provided by Customer are complete, correct, precise and true and therefore The Company may rely on such information and document. In case of submission of incomplete, false, wrong, invalid documents and information or untimely submission thereof, The Company shall not be responsible for losses of Customer. If losses are inflicted upon The Company as a result of said circumstances, Customer shall indemnify The Company in full.
- 13.4. Customer shall be liable for any loss, damage, expense or cost that The Company determines it has suffered as a result of any breach of Agreement pursuant to GTC, Additional Terms, any agreements by Customer and/or Authorized Person(s).
- 13.5. The Company shall not be liable for:
- Subjective obligations between Customer and counterparties to any payment transactions and/or any other third parties, including their provision or non-provision, characteristics, legality or any other aspect;
 - Any terms, contracts, products or services agreements, business legal or other relations, between Customer and third parties (including those entered into or that may be entered into, those rendered or that may be rendered to Customer by the Partner, or other Unlimit Group companies or any other third party), including provision or non-provision, characteristics, legality, any representations, statements or misstatements, actions omissions or inactions, applicable prices, fees, charges, levies, taxes, payments and such other similar arrangements, or any other aspect;
 - Refusal of any third party to accept any payments, transactions, instruments or failure to cancel/inform on transactions;
- Any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
 - Any fault or failure relating to the use of payment instrument/remote account management means/IT infrastructure/systems that is a result of abnormal and unforeseeable circumstances beyond The Company's control, or beyond its best efforts, including but not limited to, a fault in or failure of data processing systems;
 - Suspending, restricting or cancelling payment instrument/Security and Authentication Credentials or refusing to issue or replace payment instrument/Security and Authentication Credentials/accesses/means;
 - Any losses/damage/expense/cost of Customer due to restrictions or limits set forth by a third party affecting use of services or interfering with the interests of Customer, subjective or otherwise;
 - Any acts or omissions that are a consequence of The Company's compliance with applicable requirements, obligations, laws and regulations;
 - Where the Customer/Authorized Person acted with undue delay, fraudulently, intentionally, illegally or with negligence.
- 13.6. In case of applicable taxes, duties, government levies or similar being applicable to Account and/or services, the relevant fees of The Company shall be levied proportionately and/or The Company shall deduct the relevant amount from funds in Account/funds of Customer.
- 13.7. In case The Company receives a relevant notice/order/instruction from any competent authority/body/person (including a tax authority), in order to comply with the same, The Company may block and/or transfer any information and/or funds in the Account.
- 13.8. If recourse is brought into action against The Company in respect of a guarantee, security, acceptance or any kind of indemnity assumed by order of or for account of the Customer, The Company will be entitled on unilateral demand of the creditor or beneficiary to effect payment without judicial procedure and notwithstanding any objection of any kind raised by the Customer. Only an order of a court shall bind The Company to withhold the payment.
- 13.9. The Company shall not be liable for any loss, damage, expense or cost of Customer as a result of The Company's exercising any rights under the GTC, Additional Terms, any agreements and business relations with Customer.
- 13.10. Customer is informed that The Company also uses third parties' services to ensure rendering of service, other services of The Company and related matters, and third parties may be involved in services/transactions. The Company is not responsible or liable for any damage, losses and inconveniences of the Customer, should this be a result of third parties' acts or omissions.
- 13.11. The Company is not responsible for activities of employees, representatives, officers, managers for activity not within work duties and competence.
- 13.12. It is the sole responsibility of Customer and Authorized Person to comply with all applicable laws and regulations at all times. The use of any The Company services, content, systems are not directed nor intended for use by any person in any jurisdiction where such use or availability would be contrary to local law or regulation.
- 13.13. While rendering services to Customer, The Company shall not be treated as legal, tax or any other advisor, and all information supplied by The Company with regard to any legal and tax matters and any other matters concerning business and any transaction of Customer shall be for information purposes only without any legal force and effect; Customer shall bear exclusive liability for the decisions made and consequent actions.
- 13.14. To the extent permitted by applicable law, The Company, its management, employees, officers, agents, shall not, in any event, be liable to Customer for indirect, special, consequential or punitive loss or damage of any kind (including, but not limited to lost profits), whether or not foreseeable, even if The Company, its directors, management, employees, officers, agents have been

advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage is made in negligence, gross negligence, for breach of contract or otherwise.

13.15. In any event, no liability of The Company shall arise for any losses suffered by or failure to comply with its obligations vis-à-vis Customer:

- If this is connected with force majeure circumstances due to abnormal or unforeseen circumstances outside The Company's control the effects of which cannot be avoided despite The Company's efforts to the contrary, and/or
- Where such non-compliance or circumstance is due to obligations under applicable requirements, legal obligations, laws, regulations. Customer shall cooperate with any request of The Company in order to comply with such requirements/ laws/regulations.

13.16. Customer and The Company, in the amount of their individual rights and obligations, are liable for the execution of the GTC, Agreement, Additional Terms, and the compensation of losses directly caused to the other Party.

13.17. This Agreement is concluded between The Company and Customer. Authorized Person(s) of Customer is(are) not party to this Agreement; therefore, The Company is not liable to Authorized Persons for any demands.

14. Examination of claims and complaints

14.1. Inquiries or complaints regarding the execution of Agreement pursuant to GTC shall be submitted by Customer in writing in accordance with the **procedure for handling inquiries/complaints**. The Customer shall inform himself on the procedure on The Company's Website www.unlimit.com.

14.2. Disputes between Customer and The Company may be resolved through mutual negotiations. Customer grievance or claim against The Company shall be resolved out-of-court in accordance with the policy on complaint handling stated above. In case Customer and The Company fail to resolve any dispute, claim, complaint etc. amicably, then such dispute, claim, complaint etc. shall be referred to the competent Courts of the Republic of Cyprus for final decision and settlement.

15. Miscellaneous

15.1. Duration. In the absence of a termination pursuant to the relevant provisions hereinabove, the GTC Agreement shall remain in force, as may be amended or replaced from time to time, during the entire duration of the business relationship between The Company and Customer and/or for as long as Account is open.

15.2. Singular/plural. Unless the context requires otherwise, words in singular shall include the plural version and vice versa, and the male/female/neutral gender includes the others. Where Customer consists of two or more persons/entities, obligations and liabilities of each person/entity shall be joint and several.

15.3. Headings. The headings in these GTC are for convenience only and shall not to be considered decisive in connection with the interpretation or enforcement of these GTC.

15.4. Severability. If any provision in these GTC (and/or in any Additional Terms, other agreement, document, procedure) is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws and regulations, such provision will be deemed amended to conform to applicable laws and regulations so as to be valid and enforceable, or if it cannot be so amended without material alteration to intention, it will be deleted, but the validity, legality and enforceability of the remaining provisions of these GTC (and/or relevant Additional Terms, agreement, document, procedure) shall not be impaired or affected in any way.

15.5. Effective legal and regulatory enactments of Cyprus, including but not limited to the Payment Services Law and

the Electronic Money Law, as amended from time to time, are applied to certain provisions of these GTC. In case of inconsistency with applicable legislation, due to an amendment of existing laws or potential conflict with current laws, the applicable legislation shall prevail. The Company shall make necessary amendments/corrections of the GTC in their next revision.

15.6. Governing law and jurisdiction. These GTC, Agreement pursuant GTC, Additional Terms and any business relations between Customer and The Company they regulate shall be governed by and construed in all respects in accordance with the laws of the Republic of Cyprus, and shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus to the exclusion of its conflicts of laws provisions. Nothing in this paragraph shall limit The Company's right to bring proceedings against the Customer in any other court of competent jurisdiction, as well as to execute any judgment obtained in a Cyprus court or any court in respect to Customer in any other court of competent jurisdiction.

15.7. Corporate opt-out. Corporate Customer agrees that articles 62(1), 64(3), 64(4), 72, 74, 76, 77, 80, 89, and timeframe of article 71 of the Payment Services Law shall not apply to these GTC, Agreement pursuant GTC, Additional Terms, and that the relevant provisions of these GTC and/or those of any other Additional Terms, supplementing terms and documents shall prevail.

15.8. Information on Agreement pursuant to GTC laid down in Payment Services Law and the Electronic Money Law are available to the Customer in accordance with these GTC and applicable List(s) of F&C, as well as applicable Additional Terms, The Company documents incorporated or that supplement them. The Company may but shall not be obliged to make available information to Corporate Customers, which it has an obligation to provide to Consumers according to the Payment Services Law and Electronic Money Law. Corporate Customer agrees that the provisions of these GTC and/or any Additional Terms, and/or any other supplementing terms and documents of The Company shall prevail relevant articles including articles of Part III of the Payment Services Law which shall not apply to this Agreement.

15.9. Assignment. The Company may without the consent of the Customer assign its rights and obligations and/or claims against Customer arising from the Agreement pursuant to GTC or any Additional Terms, agreement. The rights and obligations and/or claims of the Customer against The Company arising from the Agreement pursuant to GTC or any Additional Terms, agreement may not be assigned without the prior consent of The Company.

15.10. Customer acknowledges that the GTC and any Additional Terms, agreement bind the Customer's heirs, successors, trustees, liquidators, receivers and assignees.

15.11. Waiver. Failure of The Company to exercise its rights arising from any provision of the GTC, Agreement pursuant thereto, or any Additional Terms, agreement shall not constitute waiver of The Company's rights. Any failure of The Company to seek redress for any defaults or insist on strict performance or compliance with any provisions governing business relationship between The Company and Customer, or any failure to exercise right or remedy whatsoever will not constitute waiver of the same.

15.12. The Company does not guarantee that systems such as remote management systems and access to Account and any payment instruments/means, Internet banking, User Interface, SMS-services, processing systems, communication systems will be continuous, error-free and uninterrupted. Customer's and Authorized Person's ability to use or access Account and payment instruments/means or other systems and services may occasionally be interrupted for system maintenance, upgrades, security reasons, or due to extraordinary circumstances and similar events. Wherever possible, Customer will be informed of the circumstances in advance.

15.13. Force majeure. The Company shall not be liable for any delays or failure to perform its obligations under the GTC, Agreement pursuant thereto or any Additional Terms,

agreement due to causes beyond its reasonable control. Such delays and failures include, but are not limited to an act of war, hostility, sabotage, act of God, fire, explosion, flood or other natural catastrophe, epidemic/pandemic, electrical, internet or telecommunication outage, governmental legislation, acts, orders, or regulation, strikes, acts of the third parties, correspondent banks, payment service providers, payment settlement systems, participants, courts, authorities, card associations, break-downs, faults and errors of computer and IT systems and other means or communication, power failure, denial-of-service attack; other event outside its reasonable control.

- 15.14. Language. The language of the GTC and Agreement (any Additional Terms, other supplementing/incorporated/ pursuant thereto document and/or procedure) is English. Any translations are for convenience only and do not bear legal power. Agreement is made in English and any communication, notice, notification thereunder shall be made in English. Customer acknowledges that English is the customary language in the European and international payments sphere.