

*General Terms Governing Bank's Services Accessible With Identification Codes are renamed as "Terms and Conditions of Internet Banking Services for Private Customers", and the General Terms Governing Bank's Services Accessible With Identification Codes are amended and restated in their entirety as follows:*

## **TERMS AND CONDITIONS OF INTERNET BANKING SERVICES FOR PRIVATE CUSTOMERS**

Effective as of 26/04/2010

### **1. DEFINITIONS**

**1.1. Terms and Conditions** means these Terms and Conditions of Internet Banking Services for Private Customers forming an integral part of the Agreement.

**1.2. Bank** means Nordea Bank Finland Plc Lithuania Branch.

**1.3. General Rules** means Nordea Bank Finland Plc Lithuania Branch General Service Rules.

**1.4. E-Identification** means Customer identification in third party internet systems using Identification Data.

**1.5. E-Payments** mean payments for goods and services on third party websites, when the Customer is directed to Nordea Netbank for the purpose of confirmation of the payment Instruction.

**1.6. Identification Data** means User ID and confirmation codes (code table) and/or other Customer authentication measures provided to the Customer by the Bank which are intended for authorisation of the Customer's identity and/or orders and notices given and other actions performed by the Customer when using Internet Banking Services.

**1.7. Internet Banking Services** means services rendered using Nordea Netbank and Nordea Mobile Banking systems, E-identification and E-payment and other services available to Customers via internet, mobile telephone and/or other electronic channels, when Identification Data provided by the Bank to the Customer is used for the purposes of authorisation of the Customer's identity and/or orders from the Customer regarding disposal of funds, other orders and notices given to the Bank, and other actions performed by the Customer. Internet Banking Services include services rendered by the Bank, other Nordea Group companies, as well as services rendered by third parties.

**1.8. Customer** means a natural person who has concluded an Agreement with the Bank.

**1.9. Nordea Netbank** means the system of rendering the services of the Bank via internet.

**1.10. Nordea Mobile Banking** means the system of rendering the services of the Bank via mobile internet.

**1.11. Order** means an order given to the Bank electronically using Internet Banking services regarding disposal of funds or an order relating to other Account management actions or services rendered by the Bank.

**1.12. Application-agreement** means the Customer's application in the form established by the Bank for:

- Agreement for services accessible with identification codes or
- Internet Banking Services Agreement.

**1.13. Account** means the Customer's account(s) with the Bank designated or defined in the Application-agreement, which is/are managed using Internet Banking Services.

**1.14. Agreement** means an agreement between the Bank and the Customer regarding the conditions and procedure for providing Internet Banking Services comprised of the following: the Application-agreement, the General Rules, the Terms and Conditions, the Pricelist and other documents which are indicated in the Application-agreement as forming an integral part of the Agreement.

Other definitions used herein shall have the meaning assigned to them in the General Rules, unless the context of the Terms and Conditions expressly requires otherwise.

### **2. GENERAL PROVISIONS**

2.1. The Agreement shall govern the relations between the Bank and the Customer arising in connection with the Customer's use of Internet Banking Services. In case of discrepancies between the General Rules and these Terms and Conditions or the Application-agreement, the provisions of the Terms and Conditions and the Application-agreement shall apply.

2.2. A natural person wishing to use Internet Banking Services is required to have an account with the Bank and to submit a filled Application-agreement to the Bank.

2.3. Before signing the Application-agreement, the Applicant is required to read the General Rules, these Terms and Conditions, the Application-agreement, the Pricelist and other documents comprising the Agreement. By signing the Application-agreement, the Applicant confirms that he/ she has read and undertakes to obey all the terms and conditions provided in the Agreement. The Bank undertakes to provide all necessary conditions for access to the General Rules, these Terms and Conditions, the Application-agreement, the Pricelist and other documents comprising the Agreement by making them available at all customer service units of the Bank and/or posting them on the website of the Bank prior to signing the Application-agreement.

2.4. The Agreement shall be concluded only at customer service units of the Bank. The Agreement shall be deemed to be concluded after the Bank has approved in writing the Application-agreement signed by the Customer.

2.5. The Customer shall have the right to use Internet Banking Services according to the conditions and procedure

stipulated in the Agreement.

### **3. CONTENT OF INTERNET BANKING SERVICES**

3.1. The Customer and the Bank may agree on the Customer's Accounts to be managed when using Internet Banking Services if the relevant Internet Banking Service includes the possibility of account management. Unless otherwise stated in the Application-agreement, it shall be considered that all the Customer's accounts with the Bank, including those that will be opened in future, are linked to Internet Banking Services and can be managed electronically.

3.2. At the time of concluding the Agreement, the Customer shall select the scope of Internet Banking Services. The Customer may select or use Internet Banking Services fully (carry out payment transactions and obtain information) or only obtain information. Should the Customer choose to obtain information only, in that case, when using Internet Banking Services, the Customer may not give orders to the Bank regarding payment transactions or any other disposal of the funds available in the Accounts.

3.3. When using Internet Banking Services, the Customer may electronically give orders to the Bank relating to the management of the Accounts, also give orders, requests, notices or express his/ her will otherwise for the Bank services, if the relevant Internet Banking Service makes it possible to manage the Accounts, and/or give or submit specific orders, requests or express the will otherwise, e.g.:

- to give orders to make a transfer of funds, to convert funds;
- to request or to express his/ her will to conclude, amend or terminate a certain payment operation or transaction with the Bank, an order to the Bank to perform a certain action, e.g. to conclude a term deposit agreement, to submit an application for a payment card, to block a payment card, to change the payment card limit, etc.;
- to give orders to furnish certain information, e.g. about the Accounts, payment transactions, Account statements, data for declaration of income and property, agreements in place, loan repayment schedule, etc.;
- to give orders to identify the Customer in a third party electronic system, e.g. the Electronic Declaration System of the State Tax Inspectorate, etc. Acting on the latter orders depends on and is subject to the rules established by third parties.

3.4. The Bank shall have the right to change unilaterally the scope, content and ways of using Internet Banking Services. The scope, content and ways of implementing different Internet Banking Services may differ, depending on electronic channels through which Internet Banking Services are rendered.

3.5. Orders from the Customer to the Bank to carry out payment transactions shall be followed according to the procedure established in the General Rules.

3.6. Payment transactions carried out using Internet Banking Services shall be subject to limits established by the Bank (standard) or limits agreed between the Customer and the Bank. The Customer may carry out payment transactions within the defined limits.

### **4. RIGHTS AND DUTIES OF THE CUSTOMER AND THE BANK**

4.1. The rights and duties of the Customer and the Bank are determined in the General Rules, the Application-agreement, the Terms and Conditions and other documents comprising the Agreement.

#### **4.1.1. The Customer undertakes:**

- 4.1.1.1. to comply with the requirements provided for in the Agreement (documents comprising the Agreement);
- 4.1.1.2. to consider that the Customer has been identified and any Orders, requests, notices submitted or given to the Bank or other actions performed using Internet Banking Services have been properly authorised, and to assume all obligations arising from such actions if proper Customer's Identification Data were used when accessing Internet Banking system;
- 4.1.1.3. when giving Orders, notices, concluding transactions and performing other actions using Internet Banking Services, to fill correctly the forms given by the Bank, and to follow orders from the Bank given through electronic channels;
- 4.1.1.4. not to repeat (duplicate) Orders given using Internet Banking Services and not to give them to the Bank in other ways;
- 4.1.1.5. to protect Identification Data, not to make available or disclose them to anybody, to ensure their secrecy, to keep the User ID and confirmation codes separately from each other and to notify the Bank immediately about the theft, other loss or unauthorised use of Identification Data or any disclosure of Identification Data to third parties or other breach of secrecy;
- 4.1.1.6. to pay the fees specified in the Pricelist for issuing/changing Identification Data, payment transactions carried out using Internet Banking Services, blocking of access to Internet Banking Services and for other services provided by the Bank, and to ensure that sufficient funds are available in the Accounts to cover the amount of payment transactions and applicable fees.

#### **4.1.2. The Bank undertakes:**

- 4.1.2.1. to provide the Customer with Identification Data;
- 4.1.2.2. to consider that the Customer has been identified and any Orders, requests, notices submitted or given to the Bank or other actions performed using Internet Banking Services have been properly signed and/or authorised if proper Customer's Identification Data were used when accessing Internet Banking system. If the Bank requires that a

particular Order given or any other action performed using Internet Banking Services to be separately confirmed using Identification Data, such Orders or actions shall be considered to be properly authorised if they were confirmed using proper Identification Data;

4.1.2.3. to act on Orders given to the Bank using Internet Banking Services if the Account balance is sufficient to cover the amount of the payment transaction and the fees set in the Pricelist and the limits applicable to the Customer are not exceeded due to the payment transaction.

## **5. PRESENTATION, USE AND CHANGING OF IDENTIFICATION DATA AND BLOCKING OF ACCESS TO SERVICES**

5.1. After the Bank and the Customer have concluded the Application-agreement, the Bank shall provide the Customer with Identification Data, unless the Bank and the Customer have agreed otherwise. The Bank shall have the right to change Identification Data and provide the Customer with new Identification Data. New identification data shall be sent to the Customer by mail to the address designated by the Customer, unless the Bank and the Customer have agreed otherwise.

5.2. Identification Data shall be used to identify the Customer when the Customer is using Internet Banking Services. If proper Identification Data were used when logging in to Internet Banking system, it is considered that the Customer was identified. The Bank may provide that certain Orders, requests submitted or given by the Customer to the Bank when using Internet Banking Services will be processed or other actions will be performed only after they have been confirmed using a confirmation code from the code table issued to the Customer. Orders, requests submitted or given to the Bank and agreements concluded using Internet Banking Services shall be as equally binding as if they had a handwritten signature.

5.3. The Customer must ensure secrecy protection of Identification Data provided to him/her and enter Identification Data into computer or other terminal only when logging in to Internet Banking systems and when using Internet Banking Services.

5.4. Identification Data may not be used if they were lost and later found.

5.5. The Bank shall have the right to block access to Internet Banking Services:

5.5.1. in the cases established by the General Rules;

5.5.2. if the Bank was notified of loss or disclosure of Identification Data to a third party or there are adequate reasons to believe that Identification Data may or have become known to third parties;

5.5.3. if when accessing Internet Banking Services or confirming the Order (request or other action) wrong confirmation codes were entered incorrectly three times successively;

5.5.4. if the software, hardware or data transmission networks used by the Customer threaten the safety of Internet Banking Services.

5.6. If Identification Data (any of them) have been stolen or the Customer has lost them otherwise or they could or have become known to a third party, the Customer must immediately notify the Bank in writing at the customer service unit of the Bank (during working hours of the unit) or orally by telephone +370 5 2361 361 or 1554 (24 hours a day). When giving a notice, the Customer must indicate his/her name and surname, personal number and state the reason for requesting that access to Internet Banking Services be blocked. For the purposes of identifying the person submitting a request, the Bank shall have the right to request additional information. The Bank shall block access to Internet Banking Services on the basis of the submitted request.

5.7. Access to Internet Banking Services shall be unblocked only upon arrival by the Customer at the Bank and presentation of a written request. The Bank shall have the right to refuse to unblock access if there are grounds for believing that the reasons for blocking have not disappeared. If access to Internet Banking Services was blocked on the initiative of the Bank, access shall be unblocked only when the reasons for blocking cease to exist.

5.8. At the Customer's request, the Bank shall issue the Customer with new confirmation codes (code table). Confirmation codes (code table) shall be changed for a fee set in the Pricelist.

5.9. The Bank shall not be responsible for losses sustained by the Customer in connection with blocking or unblocking of access to Internet Banking Services if the Bank acted in accordance with the terms and procedure defined in the Agreement.

## **6. RESPONSIBILITY OF THE PARTIES**

6.1. The Customer shall be responsible for the correctness of orders, notices and requests submitted or given to the Bank using Internet Banking Services and of data contained in them.

6.2. The Customer shall be responsible for all actions performed when using Internet Banking Services if the Customer's authenticity was confirmed using proper Identification Data when logging in to Internet Banking system. Responsibility of the Bank when identifying the Customer shall be restricted only to verification of the correctness of Identification Data provided to the Customer.

6.3. In order to be able to use Internet Banking Services, the Customer must have hardware, software and/or other technical equipment necessary for using the relevant services. The Bank shall not provide the Customer with such equipment and shall not be responsible if the Customer is not able to use the services because he/ she does not have

such equipment or such equipment is faulty. The Customer shall be responsible for the safety and efficiency of the hardware, software, technical or other equipment used by the Customer.

6.4. The Bank does not guarantee that technical equipment available to the Customer will support Internet Banking Services.

6.5. The Customer shall not change or adjust electronic systems/channels of Internet Banking Services or software or permit other persons to perform such actions. The Customer shall be responsible for all damages resulting from non-compliance with such requirements, and the Bank shall be released from liability and performance of obligations assumed under the Agreement.

6.6. The Bank shall not be liable if due to any failure or malfunction in electronic communication systems or other reasons not attributable to the Bank the Customer was unable to access Internet Banking Services or information communicated to the Bank was lost or distorted.

6.7. The Customer shall be liable for damages of up to 150 euro equivalent in euros in the event of loss, theft or failure to preserve the secrecy of Identification Data.

6.8. The Customer shall be fully liable (without limitation of liability for damages provided in Clause 6.7) for third party actions performed using Identification Data provided to the Customer, as well as damages sustained by the Customer as a result of unauthorised transactions when using Internet Banking Services if:

6.8.1. the Customer made available and/or disclosed Identification Data to a third party or otherwise lost Identification Data or did not preserve their secrecy acting fraudulently or due to gross negligence or with intent;

6.8.2. the Customer failed to notify the Bank of loss or disclosure of Identification Data according to the procedure set out in the Terms and Conditions or

6.8.3. the Customer did not comply with the requirements set out in the Agreement.

6.9. The Bank shall be liable for direct damages of the Customer due to loss or disclosure of Identification Data occurred after the Customer notified the Bank of loss or disclosure of Identification Data to third parties according to the procedure set out in the Terms and Conditions, unless the Customer acted fraudulently.

6.10. The Bank shall not be responsible for the services rendered and goods supplied by third parties and their quality, malfunction of third party electronic systems as the Customer connects to third party systems using Internet Banking Services or pays for the goods sold or services rendered by third parties using Internet Banking Services. The Bank shall not examine claims regarding third party electronic systems, goods and services provided by them, and such claims shall be submitted directly to third parties.

## **7. VALIDITY, TERMINATION AND AMENDMENT TO THE AGREEMENT**

7.1. The Agreement shall take effect when the Application-agreement is signed by the Bank and the Customer. The Agreement shall be concluded for an indefinite period.

7.2. The provisions of the Agreement may be amended according to the procedure set out in these Terms and Conditions and the General Rules. The Bank shall inform its Customers of amendments or additions to the services conditions through Internet Banking Services.

7.3. The Bank shall have the right to terminate the Agreement unilaterally according to the procedure set out in the General Rules.

7.4. The Customer shall fulfil all outstanding payment obligations to the Bank under the Agreement before the date of termination. The Customer shall remain liable for fulfilment of all his/her obligations to the Bank under the Agreement until all payment obligations to the Bank under the Agreement have been completely fulfilled.