

UAB BLUE EMI LT TERMS AND CONDITIONS

1. GENERAL PROVISIONS

- 1.1. These Terms and Conditions ("**Contract**") sets out the principal rights and obligations of the Customer and UAB BLUE EMI LT, legal entity code: 305682465, registered office address: Antano Tumėno str. 4, Vilnius, Republic of Lithuania ("**Company**" or "**we**") when the Customer is registering in the System, opening an Account and using the Payment Services provided by us.
- 1.2. These conditions apply to the Customer after the Customer becomes acquainted with the terms of the Contract and starts using the respective Services.
- 1.3. Since this Contract is a document of significant importance, please be carefully examine it before deciding to register into the System, open an Account with us, and use other Services provided by the Company. Please read the terms of the present Agreement carefully before you decide to agree with them.
- 1.4. Additionally to this Contract, the relationship between the Customer and the Company is governed by the applicable legal acts, other agreements, regulations and the principles of reasonableness, fairness and good faith.

2. DEFINITIONS

- 2.1. The capitalised terms in this Contract shall have the following meanings:
 - 2.1.1. **Acceptable Language** – the Lithuanian or English language;
 - 2.1.2. **Account** – a virtual medium in the Customer's System where the Customer's Electronic Money is stored;
 - 2.1.3. **Beneficiary** – the Customer (legal entity) who receives the funds of the Payment Transaction;
 - 2.1.4. **Business Day** – a day set by the Company on which the Company provides the Payment Services. Unless otherwise provided for in other agreements concluded with the Customer or other documents published by the Company, the Company's business day is a day that is not a Saturday, Sunday or other day of rest or public holiday established by the legal acts of the Republic of Lithuania;
 - 2.1.5. **Commission** – a fee charged by the Company for a Payment Transaction and (or) the services related thereto;
 - 2.1.6. **Company** of **we** – company holding an electronic money institution licence No. 93, supervised by the supervisory authority Bank of Lithuania UAB BLUE EMI LT, legal entity code: 305682465, registered office address: Antano Tumėno str. 4, Vilnius, Republic of Lithuania;
 - 2.1.7. **Consent** – the Customer's consent to the execution of a Payment Transaction;
 - 2.1.8. **Contract** – an agreement between the Customer and the Company encompassing the present Account and Payment Services Contract and all other conditions and documents (annexes, separate agreements, rules, declarations, etc.), including, but not limited to, the links to information published on the website, provided in the present Account and Payment Services Contract;
 - 2.1.9. **Customer** or **you** – a customer of the Company;
 - 2.1.10. **Customer Identification** – establishment of identity of the Customer and (or) the Customer's Representative in accordance with the procedures specified in the System;
 - 2.1.11. **Customer's Representative** or **your Representative** – the Customer's head or another representative who has the appropriate authority to represent the Customer in relations with the Company, as established by legal acts and (or) the Customer's operational documents;
 - 2.1.12. **Deposit Account** – a safeguarding account No. LT407044090101402546, owned by the Company and opened in AB SEB Bankas

- 2.1.13. **Electronic Money** – a monetary value put into circulation by the Company upon receipt of funds from the Customers, expressed as a claim to its issuer and having the following characteristics:
- 2.1.13.1. is stored on electronic media;
 - 2.1.13.2. intended for the execution of payment transactions;
 - 2.1.13.3. accepted by persons who are not issuers of those electronic money.
- 2.1.14. **Fees** – the fees for the services provided by the Company and Payment Transactions, approved in accordance with the procedure established by the Company;
- 2.1.15. **Law on Electronic Money and Electronic Money Institutions** – the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania;
- 2.1.16. **Law on Payments** – the Law on Payments of the Republic of Lithuania;
- 2.1.17. **Payment Instrument** – certain procedures agreed between the Customer and the Company, which are linked to the Customer's Account. The Customer is using the Payment Instrument to initiate a Payment Order, i.e. to issue an order to the Company to execute a Payment Transaction;
- 2.1.18. **Payment Order** – the Customer's order to the Company to execute a Payment Transaction;
- 2.1.19. **Payment Transaction** – a payment, transfer or withdrawal of funds initiated by the Payer, on behalf of the Payer or by the Recipient, regardless of the obligations of the Payer and the Recipient on which the Payment Transaction is based;
- 2.1.20. **Payment Services** – the payment services provided by the Company, which consist of:
- 2.1.20.1. payment transactions, including transfers of funds on a payment account with the payment service provider of the payment service user or with another payment service provider: execution of direct debits, including one-off direct debits, execution of payment transactions through a payment card or a similar device and/or execution of credit transfers, including standing orders;
 - 2.1.20.2. payment transactions where the funds are covered by a credit line for a payment service user: execution of direct debits, including one-off direct debits, execution of payment transactions through a payment card or a similar device and/or execution of credit transfers, including standing orders;
 - 2.1.20.3. money remittance;
 - 2.1.20.4. issuing payment instruments and (or) processing incoming payments;
 - 2.1.20.5. payment initiation services;
 - 2.1.20.6. account information services.
- 2.1.21. **Party** – the Customer and (or) the Company;
- 2.1.22. **Payer** – a natural or legal person, or other organisation or its branch, who has a payment account and allows to execute a payment order from this account, or, in the absence of a payment account, submits a Payment Order;
- 2.1.23. **Payment Transaction Authorisation** – the Customer's consent to execute a Payment Transaction;
- 2.1.24. **Profile** – the result of registration in the computer system, during which personal data of the registered Customer is saved, a login name is created, and the rights of the Customer in the system are defined;
- 2.1.25. **Recipient** – a natural or legal person, another organisation or its branch, specified in the Payment Order as a recipient of the funds of the Payment transaction;
- 2.1.26. **Supervisory Authority** – the authority supervising the operations of us – the Bank of Lithuania, legal entity code 188607684, registered office address Gedimino pr. 6, Vilnius, Republic of Lithuania. The contact information of the Bank of Lithuania is available on the website <https://www.lb.lt/en/contacts>;

- 2.1.27. **System** – a software solution which is developed by the Company and used to provide the Company's services;
- 2.1.28. **Unique Identifier** – a combination of letters, numbers or symbols provided by the Company to the Customer and based on which the Customer participating in a Payment Transaction and (or) its Account used in the Payment Transaction is uniquely identified;
- 2.1.29. **User Account** – the outcome of the registration in the computer system, during which the data of the registered person is recorded, it is given a registration name, its rights within the System are defined.
- 2.2. Other terms used in the present Contract shall be understood and construed as defined in the Law on Electronic Money and Electronic Money Institutions, the Law on Payments and other applicable legal acts.

3. REGISTRATION INTO THE SYSTEM

- 3.1. In order to start using our Payment Services, you to register in the System. We the right to refuse to register the new Customer without indicating the reasons, however, we assure that the refusal to register will always be based on significant reasons which the Company does not have to or does not have the right to reveal.
- 3.2. When registering into the System, a Profile is created for the Customer. The Profile is personal and only its owner, i.e. the Customer, has the right to use it. Once the Customer has registered in the System and a Profile has been created, an Account is automatically opened for the Customer.
- 3.3. The Contract shall enter into force and become valid indefinitely once you have registered into the System, become acquainted with the Contract, and express your consent to comply with the Contract.
- 3.4. Your registration into the System is your confirmation that you express your consent with the Contract and undertake to adhere to them. We only provide services to persons who have reached 18 (eighteen) years of age.
- 3.5. You confirm that you have provided the correct data when registering into the System and, if there is a need to change or add data, you will submit correct data only. You shall bear any losses that may occur due to submission of invalid data.
- 3.6. We also have the right to demand data and/or documents that would help us identify you and/or receive significant information necessary for proper provision of our Payment Services for you. Specific data and/or documents to be submitted shall be indicated in the message to the Client about the necessity to perform identification or other verification procedures.
- 3.7. In order to perform an identification procedure, we have the right to demand you provide original documents and/or their copies and/or copies of documents certified by a notary or any other person authorised by the state.
- 3.8. In separate cases, when performing duties established by the legislation or if it is required due to the type of the document (e.g. the original of the document has to be provided), we have the right to demand you to perform your identification procedure by a specific method indicated by us.
- 3.9. The Parties agree that the Customer can confirm (sign) documents (e.g., agreements, consents, etc.) by electronic means (including, but not limited to, signing with a stylus pen on the screen).
- 3.10. We have the right to demand additional information and/or documents related with you or transactions executed by you, and have the right to suspend your transaction until you provide additional information and/or documents related to the suspended transaction. We also have the right to request you to fill in and periodically update the Customer's questionnaire. If you do not provide additional information and/or documents within a reasonable time period set by us, we have the right to suspend the provision of all or a part of the Payment Services for you. We also have the right to demand copies of the documents certified by a notary and/or translated into at least one of the Acceptable Languages. All documents and information are prepared and provided at the expense of you.
- 3.11. You shall receive a notification about confirmation of the Profile, provision of a new Payment Service via the email address that was indicated when registering in the System.
- 3.12. You shall be able to possess one Profile only. You are prohibited from having more than one Profile in the System and providing incorrect data when registering into the System. If you provide incorrect

data, you are obliged to correct it. If, due to inaccurate data, you have created several Profiles, you shall inform us thereof, so that all created Profiles would be merged into one Profile. In case of a breach of this provision, your Profiles may be blocked.

4. ESTABLISHMENT OF YOUR IDENTITY

- 4.1. During the registration within the System, you and (or) Your Representative must undergo the personal identity establishment procedures prescribed by us.
- 4.2. When establishing the identity of you and (or) Your Representative, you and (or) Your Representative must properly identify themselves in accordance with the procedures established in the System by submitting the documents specified in the System and (or) required by us.
- 4.3. We shall be entitled to request from you and (or) Your Representative such data and (or) documents according to which you and (or) Your Representative could be identified, and (or) to receive important information about the you and (or) Your Representative that would be necessary for the proper establishment and development of business relations between us and you. The specific data and (or) documents to be submitted will be specified in the notice for you and (or) Your Representative on the need to perform the procedure of approval or the procedure of identification of you and (or) Your Representative.
- 4.4. Before establishing the business relationship with you and afterwards, in the course of the business relationship with you the Company shall be entitled to demand that you and (or) Your Representative would carry out the following actions aimed at prevention of money laundering and terrorist financing:
 - 4.4.1. to submit the originals of the documents required by us and (or) copies thereof and (or) copies of the documents certified by a notary or another person authorised by the state;
 - 4.4.2. in the case of legal persons, to submit a valid list of shareholders (up to the final beneficiaries). By submitting this list, the Customer must warrant that it is relevant and accurate and that the shareholders listed hold the shares on their own behalf and not on behalf of third parties (and if so, then these circumstances must be indicated additionally, specifying the third parties actually holding the shares). We shall not provide and shall be entitled to refuse to provide its services if it turns out that it is impossible to identify the beneficiaries of the Customer (for instance, the beneficiaries of a legal person are the holders of bearer shares);
 - 4.4.3. in compliance with the requirements of the money laundering and terrorist financing prevention procedure provided for in legal acts and internal documents, we will be entitled to require you to provide other data and (or) documents needed by us. You undertake to provide the requested data and (or) documents for in full, properly and in a timely manner.
- 4.5. We also shall be entitled to request from you for additional information and (or) documents related to you or the transactions carried out by you, to fill in and periodically (at least once a year) update the know-your-Customer form. We shall be entitled to request that the submitted copies of documents be notarised and (or) translated into at least one of the Acceptable Languages. All these documents and information shall be drawn up and submitted at your expense. If you fail to provide all the additional information and (or) documents within a reasonable period of time set by the us, we shall be entitled to suspend the provision for you of all or part of the services specified in this Contract. You and (or) Your Representative will receive (directly in the System / User Account or at the e-mail addresses specified by you and (or) Your Representative) a notification that the resumed provision of new Payment Service or the suspended Payment Service was confirmed.
- 4.6. In individual cases, while complying with the duties established by legal acts or where it follows from the type of the required documents, we shall be entitled to require you to perform the procedure of identification of you and (or) Your Representative in a specific manner specified by us.

5. YOUR WARRANTIES, COMMENCEMENT OF PROVISION OF THE PAYMENT SERVICES

- 5.1. We shall be entitled to refuse to start a business relationship with a new Customer if it would violate the rights and legitimate interests of other persons and (or) the legal norms of the Republic of Lithuania.
- 5.2. Your registration with the System means your and (or) Your Representative that:

- 5.2.1. you and (or) Your Representative consent(s) to all the terms and conditions of the Contract and undertake to comply with them;
- 5.2.2. during your or Your Representative's registration with the System, the correct data has been provided and that it would provide only the correct data later on, when changing or filling in the data about itself.
- 5.3. If at the beginning of the communication session you and (or) Your Representative have properly logged in to the System:
 - 5.3.1. we undertake to treat the notifications and documents sent via the System, notifications about the Your Payment Transactions, contracts concluded and Payment Services as signed, approved and submitted for us by the yourself;
 - 5.3.2. you undertake to hold that you have been properly identified, as well as recognize and consider the messages and documents sent by us via the System as signed and approved.
- 5.4. Your and (or) Your Representative's System login data, other information collected during your authentication and (or) Your Representative's shall be considered as confidential information and therefore your and (or) Your Representative undertake to safeguard this information, prevent third parties from accessing it, to notify us upon learning or suspecting that third parties have access to this information, or it becomes known to them otherwise.
- 5.5. You and (or) Your Representative shall be required to immediately (but no later than within 1 business day) inform us about the change of your and (or) Your Representative's contact details in writing (e.g., via the Company's System or by e-mail).

6. FEES FOR THE SERVICES PROVIDED BY US

- 6.1. We shall be charging the fees, set forth in its approved Fees, for the provision of our services (opening, maintenance, closing of an Account, provision of payment services, etc.).
- 6.2. You may familiarize yourself with the Company's approved fees for our services here <https://blueemi.com/pricing> or in Annex No. 1 of this Contract.
- 6.3. Prices can be adjusted for different client categories with separate agreement than pricing in Annex No.1, which is treated as final legal obligation.
- 6.4. Pricing for due diligence services and attribution for specific risk category will be clearly defined only after performing full review of potential client.
- 6.5. You warrant that when concluding this Contract, you have been acquainted with the service Fees approved by the Company, the fees provided for in the Fees are clear for you and you consent to the fees set in the Fees and their amounts.
- 6.6. You also warrant that you understand that the Fees approved by the Company are an integral part of the present Contract, therefore any Fees that may not have been discussed in this Contract but are included in the Fees approved by the Company shall be binding on you.
- 6.7. If we change the fees set in the Fees and (or) their amount, you will be notified about the setting and (or) change of the respective Fees in accordance with the procedure provided for in this Contract.
- 6.8. One-time fees (e.g. for depositing funds to the Account, redeeming electronic money, etc.) shall be calculated and deducted when executing the respective Payment Transaction. Meanwhile, ongoing fees (such as the Account fee, the fee for holding electronic money in the Account, etc.), which are charged for a calendar month or any other continuous period, shall be calculated and deducted on the first Business Day of each current calendar month, for the previous calendar month (or another period for which the fee applies). You warrant that you understand that the procedure for calculation and deduction of fees may also be established in the Fees approved by us and may differ from the procedure provided for herein – respectively, in this case the procedure for calculation and deduction of the fee as specified in the Fees shall apply.

7. USAGE OF YOUR ACCOUNT

- 7.1. On the basis of this Contract, we open an Account for you in the System for an indefinite period. The Account shall provide you with an opportunity to deposit, transfer, make credit transfers, keep funds for transfers in your Account, pay installments, receive funds to the Account, pay for goods and services, perform other operations directly related to fund transfers.

Depositing funds to your Account

- 7.2. You may deposit money to your Account by transferring it to the Deposit Account. After you transfer the money to the Deposit Account, the Company, having received this money, shall credit it to the your Account, thus issuing the Electronic Money at nominal monetary value, after it has deducted the applicable Account opening and (or) maintenance fees. This Electronic Money shall be attributed to you and shall be held in the your Account.
- 7.3. A specific method of depositing funds to the Account shall be selected in the your User Account.
- 7.4. The crediting of funds established in Clause 7.1 of this Contract shall be carried out several times during a Business Day in order to credit the funds as quickly as possible. All the deposits of funds to the Deposit Account made by 4:00 PM on Business Days shall be credited on the same day. All the deposits of funds to the Deposit Account made after 4:00 PM on Business Days or on non-Business Days shall be credited on the next Business Day.
- 7.5. The crediting times referred to in Clause 7.4 of this Contract may differ due to the requirements of legislation on the prevention of money laundering and terrorist financing.

Redemption of Electronic Money

- 7.6. Electronic Money shall be redeemed at its nominal monetary value at any time upon your request to redeem it. The fees provided for in the Fees approved by the Company shall apply for the redemption of Electronic Money.
- 7.7. In case of redemption of Electronic Money, you shall pay the fees for opening and (or) maintaining the Account, provided such fees are set in the Fees approved by the Company and you are informed about them in accordance with this Contract.
- 7.8. You may express your wish to redeem the Electronic Money by indicating in the System the amount of Electronic Money, that you wish to redeem from your Account, and the bank account opened in your name, to which the you wish to receive the funds.
- 7.9. No additional conditions for redemption of Electronic Money than those provided for in this Contract shall apply to you. The amount of the redeemable Electronic Money shall be chosen by you, except in the cases where the Company has the right to apply the restrictions on the redemption of Electronic Money.

Closing of an Account, refunding to the Customer.

- 7.10. If you terminate the Contract and apply for closing of the Account as well as terminate your User Account, or if the Contract is terminated by the Company and your Account is terminated in the cases specified in this Contract, the Electronic Money in the your Account shall be redeemed at nominal value and the funds shall be transferred to the bank account specified by you and opened in your name. The Company shall be entitled to deduct from such refunds the amounts due to the Company (e.g. the Commission due to the Company and unpaid by you as well as the expenses incurred by the Company as a result of your breach of the Contract, e.g. the fines imposed on the Company by the competent authorities, international organisations or other financial institutions as a result, as well as the compensation of damages). If there is a dispute between you and the Company, the Company shall be entitled to withhold the money subject to the dispute until such dispute is resolved.
- 7.11. If you have not logged in to the User Account for more than a year and have not carried out any transaction, the Company shall be entitled to consider the User Account and the Account unused:
 - 7.11.1. the Company, having notified the Customer 30 calendar days in advance about such an unused User Account and (or) Account, shall be entitled to terminate the Contract and close the User Account and (or) Account provided they are unused and no funds are held in them;
 - 7.11.2. if there are funds in at least one unused Account, the Company shall not close the User Account, but shall close only the unused Accounts. If the Customer's User Account with the Account, where there are funds, remain unused for three months, the Company shall be entitled to apply the fee specified in the Fees for the maintenance of such unused User Account with the Account where there are funds.
- 7.12. If the Company fails to return the funds to the Customer due to reasons beyond the Company's control, you shall be notified immediately. You must immediately specify another account opened in its name or provide additional information necessary for the refund (execution of the payment).

Management and administration of the Accounts. Rights and obligations of the Parties

- 7.13. The Account shall be managed using the System, accessed through the User Account and (or) in other ways agreed upon by the Parties.
- 7.14. The Electronic Money held in the Account is not a deposit and the Company shall not pay interest or provide any other benefit related to the length of the period during which you hold the Electronic Money in the Account.
- 7.15. The Company, having opened an Account, undertakes:
- 7.15.1. upon your transfer of the funds to the Deposit Account, to issue and credit the Electronic Money at nominal value to your Account;
 - 7.15.2. upon your request, to redeem your Electronic Money by transferring the funds to the bank account specified by you and which has been opened in your name;
 - 7.15.3. to accept and execute Payment Orders only if the Account has sufficient funds to execute Payment Orders and pay fees for services provided or transactions executed according to the Fees, during the Company's Business Day, but no later than established by the laws of the Republic of Lithuania. If a Payment Order specifies a later date of its execution, to execute the Payment Order on the Company's Business Day specified therein;
 - 7.15.4. to debit funds from the Account, unless the laws of the Republic of Lithuania or the Contract provide otherwise, in accordance with the order of receipt of your payment orders and other documents (calendar order);
 - 7.15.5. the Company shall not be held liable if you, when submitting Payment Orders to the Company to debit funds from the Account, have not complied with the order of satisfaction of the claims submitted to you, which is established by the laws of the Republic of Lithuania;
 - 7.15.6. to provide services and execute transactions, charged in accordance with the Fees approved by the Company and valid at the relevant time;
 - 7.15.7. at your request, to provide information on the status of the Account, as well as Account statements, which specify the Electronic Money balance and transactions executed, exclusively to you and (or) your Representative. We shall be entitled to provide this information to other persons without your and (or) your Representative's consent only in the cases provided by the legal acts of the Republic of Lithuania;
 - 7.15.8. to provide consultations to you on the issues of the Account management;
 - 7.15.9. to fulfil other obligations of the Company specified in this Contract.
- 7.16. The Customer in whose name the Account is opened undertakes:
- 7.16.1. when opening, managing and closing the Account, to submit the documents and data required by the Company, attesting to the right of the Customer and (or) the Customer's Representative to manage the Customer's Account and dispose of the funds therein;
 - 7.16.2. to pay for the execution of Payment Orders and other services provided by the Company in a proper and timely manner the fees specified in the Fees approved by the Company, which the Company has the right to debit on the day of execution of the Payment Transaction or provision of the services. If there are insufficient funds to debit the fee on the day of the transaction or provision of the service, the Customer agrees that the fee for the transaction executed or services provided will be debited on any other day when there is a sufficient balance of funds;
 - 7.16.3. to ensure that the Account has sufficient funds to execute the Payment Order and pay the fee for the services provided and transactions executed;
 - 7.16.4. in the event of a change in any data submitted by the Customer to the Company, immediately, but no later than within 1 (one) Business Day, to notify the Company thereof and submit the documents attesting to this. The Customer not having duly fulfilled the obligations provided for herein, shall be held fully liable for all consequences arising therefrom;
 - 7.16.5. to immediately notify the Company about the funds erroneously credited to the Account or debited from the Account. If there are insufficient funds in the Account to debit the erroneously credited amounts, the Customer unconditionally undertakes to return the

- erroneously credited funds to the specified account within 3 (three) Business days from the date of receipt of the Company's request;
- 7.16.6. not be use the services provided by the Company for any illegal purposes, including actions and operations aimed at laundering the funds obtained through criminal or other illicit means;
- 7.16.7. to fulfil other obligations of the Customer specified in this Contract.
- 7.17. The Company, having opened an Account, shall be entitled:
- 7.17.1. to refuse to execute the submitted Payment Order or provide other services if there is a suspicion that the order was submitted by a person who has not been duly authorised by the Customer, as well as in cases where there is a suspicion that the documents submitted to the Company are forged. In the latter case, the Company shall be entitled to request for the submission of additional documents and (or) information;
- 7.17.2. if it turns out that the funds have been erroneously credited to the Account or erroneously debited from the Account on the fault of the Company, as well as if other erroneous Account transactions have been found, to correct these errors without an additional consent or prior notification of the Customer;
- 7.17.3. not to accept and execute out the Customer's Payment Orders to carry out transactions in the Account, if the funds in the Account have been seized or the Customer's right to dispose of the funds in the Account has otherwise been restricted;
- 7.17.4. to debit funds from the Account without a separate consent of the Customer in enforcement of a court ruling or in other cases provided for by the laws of the Republic of Lithuania;
- 7.17.5. to suspend the redemption of funds from the Account until the Customer settles all its debts to the Company or in other cases provided for by the laws of the Republic of Lithuania;
- 7.17.6. to debit the fees payable by the Customer for the services provided and transactions executed, in accordance with the Fees approved by the Company, from the Customer's Account on the day of providing the service or execution of the transaction, unless otherwise specified in this Contract or other contracts concluded between the Company and the Customer;
- 7.17.7. if the orders to debit the Account in the cases provided for by the applicable legal acts have been submitted by third parties, as well as if the Contract (or other agreements concluded between the Customer and the Company) provides for the Company's right to debit the amounts payable by the Customer to the Company from the Account, the Company shall execute the orders, submitted by the Customer itself, to debit the funds from the Account only after (i) satisfying the claims to debit funds from the Account submitted by those third parties and (ii) debiting from the Account the amounts payable by the Customer to the Company;
- 7.17.8. not to execute (or suspend execution) any Payment Orders of the Customer submitted on the basis of this Contract and to notify, on the same day, the Customer having submitted the order (except in cases when such notification is not possible in the cases provided for by applicable legal acts) or terminate the Contract with the Customer in the cases specified in the legal acts on prevention of money laundering and terrorist financing and the related internal documents of the Company;
- 7.17.9. to exercise other rights of the Company specified in this Contract.
- 7.18. The Customer for whom the Account has been opened shall be entitled:
- 7.18.1. to execute Account transactions and use other services provided by the Company in accordance with this Contract;
- 7.18.2. to exercise other rights of the Customer specified in this Contract.
- 7.19. The fees for opening and maintaining the User Account and the Account are specified in the Fees, approved by the Company.
- 7.20. If a dispute has arisen between the Company and the Customer, the Company shall be entitled to detain the Electronic Money in the Customer's Account, that is subject to the dispute, until such dispute is resolved.

8. USAGE OF USER ACCOUNT

- 8.1. You can manage the User Account by logging in to the Profile with your login name and password.
- 8.2. Payment Transactions from your User Account can be executed:
 - 8.2.1. to another User Account in the System;
 - 8.2.2. to Lithuanian, EU, and foreign bank accounts (except for banks in foreign countries, Payment Transactions to which are forbidden – Company shall inform you about such countries in the System);
 - 8.2.3. to accounts in other electronic payment systems specified in the System.
- 8.3. Currency exchange is based on the exchange rate of the Company valid at the moment of conversion and is constantly updated (currency exchange rates are applied immediately and without separate notice).
- 8.4. A bank or another electronic money transfer system may apply fees for transferring money from the your User Account to your bank account, card, or payment account of another electronic payment system, as well as for transferring money from a bank account, card, or another electronic payment system to the User Account.
- 8.5. Fees for our services are deducted from the Client's User Account. In case the amount of funds in the User Account is less than the amount of the Payment Transaction and the price of our service, the Payment Transfer is not executed.
- 8.6. In case you indicate incorrect data of the recipient (unique identifiers), and the Payment Order is executed according to the data provided by you (for example, you indicate a wrong account number), it shall be considered that we have fulfilled the obligations properly and shall not repay the transferred amount to you. We commit to take all necessary actions to track the payment transaction and will seek to return the funds of the payment transaction, however, in the event of failure to do so, you shall directly contact the person who has received the transfer, on the issue of returning the money.
- 8.7. You are obliged to provide a Payment Order for the execution of the Payment Transaction in accordance with the instructions specified in the System and valid at the moment of the transfer. In case you are the Recipient, you are obligated to provide detailed and precise information to the Payer, so that the Payment Order for the Payment Transaction in all cases complies with the instructions in the System and is valid at the moment of transfer. Before sending a Payment Order for the execution of a Payment Transaction or sending information to another Payer, you are required to check and update the account top-up instructions. Such instructions and the data provided therein shall be deemed Unique Identifiers, required in order to carry out a Payment Transaction in a proper manner.
- 8.8. If the Payer submits an incorrect Payment Order or indicates incorrect data for the Payment Transfer, but the Payment Transfer has not been executed yet, the Payer may request to correct the Payment Order. In this case, a fee for the correction of the Payment Order is applied, as indicated in the Company's fees.
- 8.9. Provided we have received funds, but we are unable to credit the funds indicated in the Payment Order to the Recipient's account (e.g. the Recipient's account is closed, the indicated IBAN number does not exist, or else), we shall return the transaction amount to the sender not later than within 2 (two) business days. In this case, charges for returning a Payment Order provided for in the Company's Fees may be applied. If we cannot credit the funds indicated in the Payment Order to the Recipient due to errors the Payer made in the Payment Order, but the Payer requests to return the funds indicated in the Payment Order, the Payment Order may be cancelled and funds may be returned to the Payer, but only under a written request of the Payer and if the Recipient agrees to return the funds to the Payer (if the Recipient can be identified). In such a case, the fees for the cancellation of the Payment Order indicated in the System are applied.
- 8.10. In all cases, when we receive a Payment Order but the funds cannot be credited due to errors in the Payment Order or insufficiency of information, and neither the Payer nor the Recipient have contacted us for specification of the Payment Order or return of the funds, we undertake all possible measures to track the Payment Transaction in order to receive accurate information and execute the Payment Order. To track the Payment Transaction, the following measures may be used:

- 8.10.1. if we have the contact details of the Payer (email address or phone number), we contact the Payer for the Payment Order specification;
- 8.10.2. if we do not have contact details of the Payer and neither the Payer nor the Recipient contact us regarding the funds indicated in the Payment Order, we contact the provider of payment services of the Payer who has sent the funds indicated in the Payment Order with a request to contact the Payer for the information specification. This measure is applied if there are possibilities to contact the provider of payment services of the Payer by electronic means.
- 8.10.3. If the measures indicated in clauses 8.10.1 – 8.10.2 do not help to track the Payment Transaction, we have the right to perform a transfer to the Payer in the amount of 0.01 EUR or another minimum amount, indicating in the payment purpose a request to contact us and specify the incorrect Payment Order via email. The present measure is applied in case we have the account number of the Payer, the cost of such Payment Transfer is reasonable, and the amount of the Payment Transfer is not less than EUR 10,00 (ten euros).
- 8.11. In all cases specified in clauses 8.10.1 – 8.10.3 the fee for specification of the Payment Order indicated in the System is applied by debiting it from the amount of the transfer before crediting the transfer to the Account of the Client-Recipient.
- 8.12. In case it is impossible to apply any of the measures listed in clauses 8.10.1 – 8.10.3 for tracking the Payment Transaction, and in other cases when it is still impossible to identify the Recipient according to the indicated or corrected data, the funds are stored in the our system until the Payer or the Recipient contact and additional data allowing to credit the funds to the Recipient is provided (after debiting the fee for specifying or correcting the Payment Order from the transferred amount before crediting it to the Account of the Customer-Recipient). Such funds may also be returned to the Payer under a written request of the Payer. In this case the fee for returning the funds, which is indicated in the System, will be debited from the transferred amount before returning it to the Payer.
- 8.13. If you notice that money has been credited to or deducted from your User Account by mistake or in other ways that have no legal basis, you are obliged to notify us about it. You have no right to dispose of money that does not belong to you. In such cases we have the right, and you give an irrevocable consent to deduct the money from your User Account without your order. If the amount of money in your User Account is insufficient to debit the money credited to or deducted from your User Account to your other accounts by mistake, you unconditionally commit to repay us the money credited to or deducted from the User Account to their other accounts by mistake in 3 (three) business days from the receipt of such request from us. If you fail to return the money credited by mistake in time, at the request of us, you shall pay us daily penalties of 0.05 percent for each day by which the time limit has been exceeded.
- 8.14. You can check the Account balance and history by logging in to the Profile.
- 8.15. You confirm that:
 - 8.15.1. the incoming funds in the User Account are not obtained as a result of criminal activity;
 - 8.15.2. you will not use the services provided by us for any illegal purposes, including actions and transactions in order to legalise funds derived from criminal or other illegal activities;
- 8.16. You can manage the User Account and perform Payment Transactions from the User Account in the following ways:
 - 8.16.1. via our website, by logging into your Profile;
 - 8.16.2. by Payment Instruments linked to the User Account.
- 8.17. Execution of Payment Orders from the User Account via our website:
 - 8.17.1. In order to execute a Payment Transaction via our website, you must fill in a Payment Order in the System and submit it for execution, electronically confirming in the System their Consent to execute the Payment Order
 - 8.17.2. submission of a Payment Order in the System is an agreement of the Customer to execute the Payment Transaction which cannot be cancelled (cancellation of the Payment Order is only possible until the execution of the Payment Order has been started – the status of the Payment Order and the possibility of cancellation are visible in the Profile of the Customer).
- 8.18. In case the Payment Order has been filled in incorrectly, the Payment Transfer is not executed, unless the Company, at its own initiative, in exceptional cases corrects the Payment Order or has a

sufficient amount of information to determine the correctness of information to execute the Payment Order under a regular procedure.

9. COMMUNICATION BETWEEN THE PARTIES

- 9.1. The Company may present notifications to you in the following manner:
 - 9.1.1. by posting them individually in the User Account; and (or)
 - 9.1.2. by sending to the e-mail address specified by you during the registration with the System; and (or)
 - 9.1.3. by posting corresponding messages on the System.
- 9.2. You warrant that the Company's notice presented in any manner referred to in Clause 9.1 will be considered as duly presented. You also warrant that the notice presented by the Company in any manner referred to in Clause 9.1 shall be deemed to have been received on the next Business Day following the date of presentation of the respective notice.
- 9.3. All notices of the Parties shall be sent in an Acceptable Language or in the language in which the Contract has been made available to the Customer.
- 9.4. You may receive a consultation on all issues related to the System and the performance of the Contract by sending its query by e-mail info@blueemi.com or by filling in the application in your User Account.
- 9.5. The Parties shall immediately inform each other of any circumstances relevant to the performance of the Contract. You must provide documents attesting to the following facts (e.g.: change of your name, address, e-mail, telephone number, other contact details, change of the your Representatives, initiation and institution of the your bankruptcy, restructuring proceedings, your liquidation, reorganisation, restructuring, etc.), whether or not this information has been transferred to public registers.
- 9.6. The Company shall be entitled to require that the documents drawn up abroad be translated, legalised or certified with the *APOSTILLE* mark, unless otherwise provided by the legal acts.
- 9.7. All costs of drawing up, presentation, approval and translation of the documents submitted to the Company shall be borne by you.

10. VALIDITY, AMENDMENT AND TERMINATION

- 10.1. The Contract shall enter into force upon registration of the Customer with the System, after the Customer's Representative has become acquainted with the terms of this Contract and electronically expressed its consent to comply with them. The Contract shall be valid indefinitely. Registration of the Customer in the System shall mean the Customer's warranty that it agrees with the terms and conditions of the Contract and undertakes to comply with them.
- 10.2. The Company shall be entitled to amend the Contract and (or) other documents related to it by informing the Customer about the respective amendments no later than 60 (sixty) calendar days prior to the effective date of the amendment. The said notice on the amendment of the Contract and (or) other documents related thereto shall be delivered to the Customer at the e-mail address notified to the Customer in person or in the User Account, or shall be published on the System. The published notice shall be deemed to be a proper written notification of the Customer about the unilateral amendment of the Contract and (or) other documents related thereto. The Customer shall be deemed to have consented to these amendments unless it notifies the Company, before the effective date of the amendments, that it does not agree with them. In this case, the Customer shall be entitled to terminate the Contract immediately and without paying any commission before the date on which the amendments will take effect. If the Customer does not exercise the right to terminate the Contract before the amendments come into force, it shall be considered that the Customer consents to the amendments made.
- 10.3. The Customer shall not be entitled to unilaterally change the terms and conditions of the Contract.
- 10.4. The Customer shall be entitled to unilaterally terminate the Contract by notifying the Company thereof at least 30 (thirty) calendar days in advance.
- 10.5. The Company shall be entitled to unilaterally, without a separate notice to the Customer, terminate the Contract if there have been no transactions involving the Customer's Electronic Money Account

for more than 3 (three) months or set an Electronic Money Account service fee, by notifying the Customer in advance of setting of such a fee. Transactions shall be deemed not to have been executed if the Electronic Money Account has not been replenished at the Customer's initiative.

- 10.6. The Company shall be entitled to unilaterally terminate the Contract by notifying the Customer in writing no later than 60 (sixty) calendar days in advance.
- 10.7. In case of termination of the Contract, the Company shall deduct from the money due to the Customer the amounts payable by the Customer to the Company for the services provided by the Company (Electronic Money Account opening and (or) maintenance fees, if such fees were charged), fines, penalties, damages and other amounts paid to the state or third parties, which have been incurred or paid by the Company through the fault of the Customer. In the event that there are insufficient funds in the Customer's Electronic Money Account to cover all the amounts specified herein, the Customer undertakes to transfer the specified amounts to the account specified by the Company no later than within 3 (three) Business Days from the Company's request. If the Company recovers part of the amounts paid to third parties, the Company shall immediately repay the recovered amounts to the Customer.
- 10.8. Termination of the Contract shall not release the Customer from the proper fulfilment of all the obligations to the Company having arisen before the date of termination of the Contract.
- 10.9. Upon termination of this Contract with the Customer by the Company, the Customer's Electronic Money shall be redeemed in accordance with the procedure established in this Contract.

11. LIABILITY OF THE PARTIES

- 11.1. Each Party shall be held liable for any and all losses incurred by the other Party as a result of a breach of the Contract by the guilty Party. The guilty Party undertakes to reimburse the injured Party for the damages incurred due to the breach of the Contract. The liability of the Company under the Contract shall in all cases be limited pursuant to the following provisions:
 - 11.1.1. the Company will be held liable only for the direct damages of the Customer;
 - 11.1.2. in all cases, the Company will not be held liable for the Customer's lost profits and income, loss of reputation, loss or collapse of business, indirect damages;
 - 11.1.3. limitations on the Company's liability will not apply if such limitations are prohibited by the applicable legal acts.
- 11.2. The Company shall not ensure an uninterrupted operation of the System, as the operation of the System may be affected by many factors beyond the Company's control. The Company shall make every effort to ensure the smoothest possible operation of the System, but the Company shall not be held liable for the consequences of the malfunctions of the System, provided such malfunctions have occurred not through the Company's fault (e.g. malfunctions of the data centre, Internet connection, and other similar malfunctions).
- 11.3. The Customer shall be held liable and undertakes to indemnify for any damages incurred by the Company, other Customers of the Company and third parties in the course of use of the Company's Payment Services and due to infringement of this Contract by the Customer.
- 11.4. The Customer shall be held liable for all damages incurred due to unauthorised Payment Transactions, if those damages have been incurred due to the use of a lost or stolen payment instrument; illegal appropriation of a payment instrument in the event of the Customer's failure to safeguard the personalised security features (including the means of identification).
- 11.5. The Customer must regularly (at least once a month) check the information on Payment Transactions executed in the System on its behalf and notify the Company in writing about unauthorised or improperly executed Payment Transactions, as well as about any other errors, discrepancies or inaccuracies. The notification must be submitted immediately, but no later than within 60 calendar days from the day when the Company, in the opinion of the Customer, executed an unauthorised Payment Transaction or executed the Payment Transaction improperly. Should the Customer fail to submit the specified notifications within the set time limit, it shall be deemed that it has unconditionally agreed with the Payment Transactions executed in the System on its behalf. The Customer must provide the Company with any available information about unauthorised access to the User Account or any other unlawful activity and take all reasonable steps as directed by the Company to assist in the investigation of the unlawful activity.

- 11.6. A Party shall be released from liability for non-performance of the Contract if it proves that the Contract has not been performed due to force majeure circumstances proven in accordance with the procedure established by the applicable legal acts. The Customer must notify the Company in writing about the force majeure circumstances preventing the performance of the Contract within 10 calendar days from the date of occurrence of the said circumstances.

12. COMPLAINT HANDLING AND DISPUTE SETTLEMENT

- 12.1. Disputes or other disagreements or claims arising out of or in connection with the Contract shall be settled through negotiations. If the dispute or other disagreement cannot be resolved through negotiations, the dispute shall be resolved in court in accordance with the laws of the Republic of Lithuania.
- 12.2. You may submit any claim or complaint regarding the Payment Services provided by the Company by sending a notice to the Company's e-mail or by sending a notice through your User Account. The claim must indicate the circumstances and supporting documents on the basis of which the claim has been drawn up. We shall examine your claim or complaint and provide you with a detailed, reasoned, documented response no later than within 15 (fifteen) Business Days from the date of receipt of such a claim. In exceptional cases, when for the reasons beyond the Company's control, a response cannot be provided within 15 (fifteen) Business Days, the Company will send a tentative response to you, clearly stating the reasons for the delay in responding to the complaint and the deadline to receive a final response. In any case, the deadline for the final response will not exceed 35 (thirty-five) Business Days. The Company shall be handling the Customers' claims free of charge.
- 12.3. The Customer (a consumer), who believes that the Company has violated its rights or legitimate interests arising from the Contract or related relationship, shall be entitled to apply to a court or an institution dealing with consumer disputes out of court – the Bank of Lithuania. The Customer's application to the Bank of Lithuania shall not deprive the Customer of the right to apply to a court.
- 12.4. The Customer (consumer) may submit a complaint to the Bank of Lithuania by fax, e-mail in accordance with the Regulations for Examination of Requests, Complaints, Notices and Service of Persons at the Bank of Lithuania by e-mail (to info@lb.lt or prieziura@lb.lt), via the [electronic financial services dispute resolution system](#) and in writing (to the address Gedimino pr. 6, Vilnius, Vilnius, Republic of Lithuania). More information is available on the [website](#) of the Bank of Lithuania.
- 12.5. In any case, if you believe that the Company has violated your rights or legitimate interests arising from the concluded agreements or related relations, you have the right to apply directly to the court. However, the Company shall seek to resolve all disputes amicably, expeditiously and on the terms acceptable to the Parties. Therefore, in the event of a dispute, you are encouraged to, first of all, contact us directly in order to resolve the disputes arisen amicably, through negotiations.
- 12.6. The law of the Republic of Lithuania shall apply to this Contract, other related documents, as well as to relations not regulated by the Contract of the Parties. All disputes arising out of or in connection with this Contract shall be settled in the competent court of the Republic of Lithuania in accordance with the procedure established by the laws.

13. FINAL PROVISIONS

- 13.1. Each Party warrants that it has all the authorisations required under the applicable legal acts to take the actions required for performance of this Contract.
- 13.2. The Parties shall be independently responsible for the fulfilment of all the tax obligations to the state or other entities. The Company shall not be liable for the fulfilment of the Customer's tax obligations, calculation and transfer of taxes applicable to the Customer.
- 13.3. You shall not be entitled to assign your rights and obligations arising from this Contract to third parties without the prior written consent of the Company.
- 13.4. The Company reserves the right to assign the rights and obligations arising from this Contract to third parties at any time without your consent, provided that such an assignment of the rights and obligations is not objected to by the legal acts.
- 13.5. If any provision of the Contract is declared invalid, the remaining provisions of the Contract shall continue in full force and effect.
- 13.6. The links to the websites provided in the Contract and other documents related to the Contract, provided for reference in the System, shall be integral parts of this Contract and shall be applicable

in respect of the Customer from the entry into force of this Contract. By consenting to the terms and conditions of this Contract, the Customer, among other things, warrants having acquainted with all the documents provided in the System.

- 13.7. Chief Operating Officer is responsible for monitoring and updating constantly Terms and Conditions and receiving necessary approvals.

**FEEES FOR THE SERVICES OF
UAB BLUE EMI LT**

Service	Fee
Low Risk Business (LT)	
Account Opening	50 EUR
Monthly Maintenance	5 EUR
Expedited Application	100 EUR
Additional Account	50 EUR
SEPA Payments Incoming	Free
SEPA Payments Outgoing	0.29 EUR
Internal Transaction	Free
Cancellation or Correction of SEPA Transfer	50 EUR
Returning Funds	10 EUR
Official Certificates/Documents at the Request of the Client	100 EUR
Closure of the Account	Free
Failure to File Significant Company Changes	250 EUR
Low Risk Business (EU, ex. LT)	
Account Opening	250 EUR
Monthly Maintenance	50 EUR
Expedited Application	200 EUR
Additional Account	100 EUR
SEPA Payments Incoming	Free
SEPA Payments Outgoing	0.29 EUR
Internal Transaction	Free
Cancellation or Correction of SEPA Transfer	50 EUR
Returning Funds	10 EUR
Official Certificates/Documents at the Request of the Client	100 EUR
Closure of the Account	Free
Failure to File Significant Company Changes	250 EUR
Medium Risk Business	
Account Opening	100 EUR
Monthly Maintenance	750 EUR
Review of the Complex Structures	500 EUR
Expedited Application	200 EUR

Additional Account	300 EUR
SEPA Payments Incoming	0.05% (min 5 EUR - max 200 EUR)
SEPA Payments Outgoing	0.05% (min 5 EUR - max 200 EUR)
Internal Transaction	3 EUR
Cancellation or Correction of SEPA Transfer	50 EUR
Returning Funds	10 EUR
Official Certificates/Documents at the Request of the Client	Free
Closure of the Account	100 EUR
Failure to File Significant Company Changes	500 EUR
High Risk Business	
Account Opening	2000 EUR
Monthly Maintenance	1500 EUR
Review of the Complex Structures	1000 EUR
Expedited Application	200 EUR
Additional Account	500 EUR
SEPA Payments Incoming	0.10% (min 2 EUR)
SEPA Payments Outgoing	0.10% (min 7 EUR)
Internal Transaction	5 EUR
Cancellation or Correction of SEPA Transfer	50 EUR
Returning Funds	10 EUR
Official Certificates/Documents at the Request of the Client	100 EUR
Closure of the Account	100 EUR
Failure to File Significant Company Changes	1000 EUR
Low Risk Individuals	
Account Opening	Free
Monthly Maintenance	1 EUR
SEPA Payments Incoming	Free
SEPA Payments Outgoing	0.19 EUR
Internal Transaction	Free
Cancellation or Correction of SEPA Transfer	5 EUR
Returning Funds	10 EUR
Official Certificates/Documents at the Request of the Client	10 EUR
Closure of the Account	Free
Medium Risk Individuals	
Account Opening	50 EUR
Monthly Maintenance	25 EUR
SEPA Payments Incoming	Free

SEPA Payments Outgoing	0.10 EUR
Internal Transaction	25 EUR
Cancellation or Correction of SEPA Transfer	10 EUR
Returning Funds	10 EUR
Official Certificates/Documents at the Request of the Client	30 EUR
Closure of the Account	Free
High Risk Individuals	
Account Opening	70 EUR
Monthly Maintenance	25 EUR
SEPA Payments Incoming	10 EUR
SEPA Payments Outgoing	0.10 EUR
Internal Transaction	25 EUR
Cancellation or Correction of SEPA Transfer	10 EUR
Returning Funds	10 EUR
Official Certificates/Documents at the Request of the Client	30 EUR
Closure of the Account	Free