

General Payment Service Agreement

Introduction

- a) Your service provider is GlobalNetint, UAB (acting under trading name "payswix") (legal entity code 304604766, registered legal entity address at Lvovo str. 25-104, Vilnius, the Republic of Lithuania, email address: info@payswix.com, website: <https://www.payswix.com/>, data about the company is collected and stored at the Register of Legal Entities of the Republic of Lithuania; Electronic Money Institution license No. 21, issued on 8 December 2017; issuing and supervisory body is the Bank of Lithuania (www.lb.lt)).
- b) E2E GLOBAL LTD details (hereinafter - "**E2E**") company code HE343416, registered address 48 Inomenon Ethnon, Larnca, Cyprus, Cy-6042, helps customers to reach GlobalNetint, UAB services and create legal relationship between Clients and GlobalNetint, UAB. E2E acts as registered intermediary to GlobalNetint, UAB therefore it acts as data controller as well.
- c) You can contact E2E at:
Phone: + 357 96 821297
E-mail: office@e2e-global.com
Address for correspondence: 48 Inomenon Ethnon, Larnaca Cyprus, 6042
- d) This General Service Agreement, including its supplements, govern your use of the Services provided by E2E.
- e) Please read this document carefully before you decide to agree with it as it constitutes the legal binding relationship between you, E2E and payswix. By using any of our Services described in this General Payment Service Agreement, its supplements, you are agreeing to be bound by it.
- f) Please note that various terms in this General Service Agreement have a defined meaning, which is set out in the point 1.6. "Definitions".
- g) Conditions of separate Services provided by E2E are set in separate agreements for specific Services which prevail over other provisions of this General Payment Service Agreement.
- h) Please pay attention that you may access E2E partners services via E2E system. If you choose to use such services, you have to provide your data to such partner and accept the terms & conditions of services set by that partner. E2E shall only be an intermediary between you and the service provider and is not liable for the proper provision of such services.
- i) This General Payment Service Agreement is concluded with you in English language that will be the main communication language between the

parties (unless otherwise provided).

1. General provisions

- 1.1. The present General Payment Service Agreement for Clients (the **Agreement**) is concluded between GlobalNetint, UAB operating under the brand name payswix (the **payswix**), E2E and the Client.
- 1.2. Object of the Agreement: the Agreement determines the main terms and conditions between the Client and E2E when the Client is registered in the System, an Account and E2E account in Client's name is opened at E2E and the Client uses Services provided by E2E.
- 1.3. Conditions of separate Services provided by E2E are set under the Supplements to the Agreement which are an integral part of the present Agreement. These Supplements are applicable to the Client after the Client has been introduced to the terms of the Supplement and starts using respective services. Conditions set in the Supplements are special provisions which prevail over other provisions of the Agreement. In case there is a need in additional identity confirmation or additional documents of the Client are required for the provision of newly selected Services, the Services shall only be activated after the Client performs all the actions specified by E2E.
- 1.4. The Agreement is a document of significant importance which shall be carefully examined by the Client before the Client is registered in the System, an Account and E2E account in Client's name is opened at E2E and the Client uses Services provided by E2E. Please read the terms of the Agreement carefully before you decide to agree with them.
- 1.5. The Parties agree not to apply: (i) Client losses limitation that have arisen due to unauthorized Payment operation set forth in Article 39 of the Law on Payments of the Republic of Lithuania; (ii) 13 months notification period for the unauthorized Payment operation set forth in Article 36 of the Law on Payments of the Republic of Lithuania. The Parties agree that in case of unauthorized Payment operation the Client shall have the right for a refund if the notification about the unauthorized Payment operation is provided to E2E as soon as the fact of unauthorized Payment operation became known to the Client, but not later than within 3 months from the moment the funds were debited from the Client's E2E account; (iii) burden of proof in connection with the unauthorized Payment operation set forth in Article 37 of the Law on Payments of the Republic of Lithuania.
- 1.6. Definitions of key terms used in the Agreement:
 - 1.6.1. **Acceptable language** – English.

- 1.6.2. **Account** – the result of registration in the System, during which personal data of the registered Client is saved, a login name is assigned and the rights of the Client in the System are defined.
- 1.6.3. **Agreement** – an agreement between the Client and E2E which includes the present general payment services agreement and any other Supplements, including but not limited to the information on the websites, which is referenced in the present general payment services agreement.
- 1.6.4. **AML** – anti-money laundering and terrorist financing as described in the Republic of Lithuania Law on the Prevention of Money Laundering and Terrorist Financing.
- Business day** – a day, when E2E provides its Services, set by E2E. The Services produced directly by payswix are provided on days set by payswix. Typically, it is a calendar day, except Saturdays, Sundays and official holidays and days off set by the legal acts of the Republic of Lithuania, when banks are normally open for business in Lithuania. E2E and payswix can set different business days for different Services and inform the Client.
- 1.6.5. **Client** – either a natural person or business client who is registered in E2E’s system and holds an Account.
- 1.6.6. **Business Client** is (i) a legal person, (ii) a natural person operating under individual business / freelance certificate, (iii) or an undertaking that does not enjoy the status of a legal person but is acting in such capacity. A Business Client must always be acting for purposes relating to his trade, business, craft or profession in order to be qualified as business Client. If the Account in E2E’s system is registered in the name of the natural person or such Account is being used by the natural person and / or for purposes other than stated above and such person does not contact E2E regarding acting in other capacity than stated above, then E2E is not liable for such Account usage, but the Agreement shall still be deemed as binding for such Account holder under the “Client” definition, irrespective of other circumstances.
- 1.6.7. **Client’s representative** – a natural (private) person duly representing the Client. Validity of representation is examined by E2E before establishing business relationship with the Client.
- 1.6.8. **Client identification** – proving the identity of the Client under internal procedures specified by the E2E.
- 1.6.9. **Commission fee** – a fee charged by E2E for the provided Services.

- 1.6.10. **Consumer** - shall mean a natural person who is operating under this Agreement and does not pursue aims which are consistent with the business, commercial, or professional activity of this person.
- 1.6.11. **Electronic money** – electronically stored monetary value as represented by a claim on E2E which is issued on receipt of funds for the purpose of making payment transactions.
- 1.6.12. **E2E account (E2E e-wallet)** – a payment account opened in the System in the name of the Client and used to store electronic money and make Payment operations.
- 1.6.13. E2E sub-account – an additional Client created E2E e-wallet with a separate balance, opened in the Client E2E e-wallet in the name of the Client used to store electronic money and make Payment operations that is connected to master Client e-wallet/E2E account.
- 1.6.14. E2E sub-user – a natural (private) authorized person who was given access to certain features by master E2E account user.
- 1.6.15. **payswix** – is a brand belonging to GlobalNetint, UAB. All Services will be provided by GlobalNetint, UAB (legal entity code 304604766, registered legal entity address at Lvovo str. 25-104, Vilnius, the Republic of Lithuania, email address: info@payswix.com, website: <https://www.payswix.com/>, data about the company is collected and stored at the Register of Legal Entities of the Republic of Lithuania; Electronic Money Institution license No. 21, issued on 8 December 2017; issuing and supervisory body is the Bank of Lithuania (www.lb.lt)).
- 1.6.16. **KYC** – E2E’s process of verifying the identity of the potential Client and assessing its suitability / eligibility to become and remain a Client of E2E.
- 1.6.17. **Party** – E2E or the Client.
- 1.6.18. **Payer** – a natural (private) or legal person who submits a Payment order.
- 1.6.19. **Payment instrument** – any payment instrument which the System allows to link to the E2E’s account and perform Payment operations using this payment instrument.
- 1.6.20. **Payment order** – an order from the Payer or the Recipient to the provider of payment services to execute a Payment operation.
- 1.6.21. **Payment operation** – a money transfer, payment or withdrawal initiated by a Payer or a Recipient, regardless of the position of the Payer and the Payee on which the operation is based.

- 1.6.22. **Payment services** – Payment operations, including (i) Payment transfers from the E2E account to the Client's and / or third parties payment accounts opened with another PSPs, (ii) Payment operations when money is given to the Client under a credit line: Payment operations using a payment card or a similar Payment instrument and / or credit transfers, including periodic Payment transfers; (iii) issuance and / or acceptance of Payment instruments; (iv) Payment operations using a payment card or a similar Payment instrument.
- 1.6.23. **Payment transfer** – a type of Payment operation when either (1) money is transferred to E2E account of the Client at the initiative of the Payer (Electronic money is issued to the Client), or (2) money is transferred from E2E account of the Client to the payment account of Recipient (Electronic money is redeemed).
- 1.6.24. **Personal data** – any information related to the natural (private) person whose identity is known or can be directly or indirectly determined by using personal code (national ID number) and one or more physical, physiological, psychological, economic, cultural or social features specific to the individual.
- 1.6.25. **Pricing list** – a list of Commission fees and other charges E2E applies for and in connection with the Agreement and / or use of the Services, as may be amended by E2E from time to time, which is published on E2E website.
- 1.6.26. **PSP** – a legally licensed payment service provider such as a bank, other credit institution, electronic money or payment institution, etc.
- 1.6.27. **Recipient** – a natural (private) or legal person indicated in the Payment order as a recipient of the Payment operation.
- 1.6.28. **Services** – the services of opening and maintaining E2E account, issuance and redemption of electronic money, Payment services and other services provided by E2E in connection with E2E account (e.g., currency conversion).
- 1.6.29. **Security credentials** – any password of the Client created in the System or any OTP code provided to the Client by E2E for the access to the E2E account or initiation and management of separate Services provided by E2E and / or initiation, authorization, implementation, confirmation and reception of Payment operations. Security credentials shall also be any other personalized security features (including identity confirmation instruments) made available to the Client by E2E in relation with Payment instruments.
- 1.6.30. **Statement** – a document provided in the Account, which

includes information about Payment operations executed during the specific period of time.

- 1.6.31. **Supplement** – an agreement between E2E and the Client on provision and usage of separate Services provided by E2E. The supplement can be identified as an agreement, rules, declaration, plan or in any other way. The supplement is an integral part of the Agreement.
- 1.6.32. **System** – a software solution on E2E’s website, developed by E2E and used for provision of Services.
- 1.6.33. **Unique identifier** – a combination of letters, numbers or symbols specified to the payment service user by E2E or another PSP and to be provided by the payment service user to identify unambiguously another payment service user and / or the payment account of that other payment service user for the payment transaction. Unique identifier for the purposes of the Agreement can be understood, without limitation, E2E account ID, IBAN or IBAN and BIC or bank account number and BIC, etc.
- 1.6.34. **Questionnaire** – a questionnaire provided to the Client from time to time for the purposes of establishing and maintaining business relationships between the Client and E2E.

2. Registering in the system and creating an account

- 2.1. In order to start using E2E’s Services, the Client has to be registered in the System. The Agreement shall enter into force and become valid indefinitely (unless it is terminated following the provisions set forth herein) when the Client is registered in the System.
- 2.2. In order to be registered in the System and open an Account with E2E, the Client will need to fill in the Questionnaire and provide all information and documents as requested in the Questionnaire.
- 2.3. The Client will be registered in the System and Account will be opened for the Client only when all of the following conditions are met:
 - 2.3.1. only if the Client submits all and any information and documents reasonably requested by E2E to perform KYC / AML due diligence procedure, verify the Clients’ business and / or Clients’ customers’ portfolio to assess Client’s risk and its compliance with E2E and payswix risk appetites;
 - 2.3.2. the Client ticks the respective box confirming it has been introduced to the terms and conditions of the Agreement which is made only in English and therefore the Client understands the terms of the Agreement and, expressed its consent to comply with the Agreement;

- 2.3.3. the Client confirms that it has provided correct and accurate data and / or documents when registering in the System and, if there is a need in changing or adding data and / or documents, the Client will submit data and / or documents upon the request of E2E;
 - 2.3.4. the Client confirms that it holds full legal capacity necessary to establish legal relationship between the Client and E2E.
 - 2.4. The Client's registration in the System shall serve as a basis to confirm that the Client has acknowledged and understands the following:
 - 2.4.1. the Client is prohibited from having more than one Account in the System. If the Client has created several Accounts, the Client shall inform immediately E2E about it, if E2E agrees, the Client can have a several Accounts. In case of a breach of this provision, the Client's Accounts may be blocked by the sole discretion of E2E, Payment operations invalidated, the Agreement terminated with immediate effect and the information transmitted to law enforcement institutions, if necessary;
 - 2.4.2. the Client is prohibited from providing incorrect data / documents when registering in the System. If the Client provided incorrect data / documents, it is obliged to notify E2E and submit correct data / documents it immediately on its own initiative or upon the request of E2E;
 - 2.4.3. the Account is personal and only its owner, i.e., only the Client, including the Client's representatives and E2E sub-user, have the right to use it;
 - 2.4.4. the Client shall bear any losses that may occur due to submission of invalid data and / or documents submitted to the E2E during the registration in the System;
 - 2.4.5. the Client confirms that it has acquainted with the Pricing list of E2E Services published in its website which might applied and relevant to the Client;
 - 2.4.6. E2E during the validity period of the Agreement has the right to demand any additional information and / or documents related to the Client or Client's representative, or operations executed by them and request the Client or Client's representative to fill in and periodically update the Questionnaire;
 - 2.4.7. if the Client does not provide additional information and / or documents within reasonable time set by E2E, E2E has the right to suspend provision of all or a part of the Services to the Client and / or terminate the Agreement and close the Account with

immediate effect.

- 2.5. In respect of registering the Client in the System, opening the Account and providing Services to the Client E2E has the following rights:
 - 2.5.1. to demand data and / or documents that would help E2E to identify the Client and / or receive significant information necessary for opening of the Account and proper provision of E2E's Services to the Client. Specific data and / or documents to be submitted by the Client shall be indicated in the message to the Client during the registration in the System;
 - 2.5.2. to demand from the Client to provide original documents and / or their copies and / or copies of documents certified by a notary or any other person authorized by the state, and/ or apostilled or legalized. The E2E will always notify the Client about the requirements for particular documents;
 - 2.5.3. to demand that original documents and / or copies of the documents would be translated at least into one of the Acceptable to E2E languages. All documents and information are prepared and provided at the expense of the Client.
- 2.6. E2E has the right to refuse to open a E2E account to the new Client without indicating the reasons, however, E2E assures that the refusal to register will always be based on significant reasons which E2E does not have to or does not have the right to reveal.
- 2.7. When the registration of the Client in the System is completed, an Account is created for the Client. Once the Client has registered in the System and an Account has been created, a E2E's account for the Client is opened after approval of Client in accordance with E2E internal procedures. The E2E account operates according to the principles described in section 4 and 5 of the Agreement.
- 2.8. In order for E2E to start or continue provision of Services, the Client shall confirm the Account, provision of a new Service or a part of a Service and perform Client identification procedure under circumstances and procedures set out in the Agreement or as it is requested in the System. Client identification procedure, confirmation of the Account and provision of new Services is performed in order to ensure protection of the interests of the Client and E2E.
- 2.9. The Client shall receive a notification about confirmation of the Account, provision of a new Service or renewed provision of suspended Services via the email address, which has been indicated when registering in the System.
- 2.10. The Parties agree that the Client can confirm (sign) documents (e.g., agreements, consents, etc.) by electronic means (including, but not

limited to, signing with a qualified e-signature).

3. Prices of E2E's services and settlement procedure

- 3.1. Pricing list is published and made available for the Clients in E2E's website: <https://e2e-pay.com>. Different Commission fees might be established in the Supplement dedicated to a specific Service.
- 3.2. If E2E reduces the general Commission fees of the Services and updates the Pricing list, the new Commission fees will be applied without regard to whether the Client has been informed in accordance with Section 11 of the Agreement. If the Commission fees have been changed in the manner stated in Section 11 herein, the new Commission fees will be applied according to the procedure set forth in Section 11.
- 3.3. E2E Commission fees are deducted:
 - 3.3.1. upon execution of certain Services;
 - 3.3.2. if Commission fees were not deducted when executing certain Services, E2E has the right to deduct them later, but not later than within 1 (one) month after the execution of the Service;
 - 3.3.3. the Commission fee for the respective Service provided by E2E is indicated to the Client before the execution of the Service (unless otherwise stated in the Supplements of the particular Payment instrument or Service).
- 3.4. The Client undertakes to ensure a sufficient amount of electronic money on its E2E account to pay the Commission fee. In case the amount of electronic money on the E2E account is less than the amount of the Payment operation and the Commission fee of the E2E Service, the Payment operation is not executed.
- 3.5. Please note that E2E has the right to deduct the Commission fee from the E2E account of the Client where the Payment operation has been performed and / or relevant Service provided is associated with that E2E account or from any other E2E account opened by the Client.
- 3.6. The Commission fee shall be paid in euros, unless otherwise stated in the Supplement or on websites referenced in the Agreement or its Supplements.
- 3.7. If the amount of funds in the indicated currency is insufficient to pay the Commission fee, E2E has the right, but not the obligation, to exchange funds on the E2E account in another currency to a necessary currency by applying E2E currency exchange rate published on its website. If there are funds in several different currencies, E2E may exchange it to the payable currency by the alphabetical order of the international abbreviations of the currencies.
- 3.8. If any of the Commission fees applicable to the Client under this

Agreement have not been deducted from the E2E account(s), including without limitation the case when the balance of the E2E account(s) is insufficient to make such deductions, E2E issue an invoice for the amount owed to E2E which shall be paid by the Client within 5 (five) Business days in accordance with the invoice instructions. If Client paid amount does not cover the payable Commission fees, E2E has the right to deduct the remaining part from the Client's E2E account.

- 3.9. The Client, having failed to pay E2E the Commission fees for provided Services, at the demand of E2E must pay 0,05% interest for each day overdue.
- 3.10. The Client understands that E2E may take debt collection or enforcement measures including without limitation involving of the debt collection agency or initiating a court proceeding in order to claim debts the Client owes to E2E with placing on the Client all costs incurred in the course of such measures.
- 3.11. Please note that other PSPs may apply fees for transferring money from E2E account to the Client's payment account held with that PSP, as well as for transferring money from the payment account held with other PSP to E2E account.

4. E2E account opening. Terms of issuance and redemption of electronic money

- 4.1. Under the Agreement, a E2E account is opened for the Client in the System for an indefinite period of time.
- 4.2. The Client can create and have multiple E2E sub-accounts on the same Account and use them at its discretion (however, the Client can have only one personal Account as established in Clause 2.4.1 of the Agreement).
- 4.3. E2E account allows the Client to (i) deposit, transfer, keep electronic money in the E2E account, (ii) provide Payment orders for local and international Payment transfers and contribution payments, also (ii) receive money to the E2E account from third parties, (iii) settle for goods and services, and (iv) use other Services provided by E2E. All E2E's Services may only be used by Clients who have performed identification procedures in accordance with the rules established in the System.
- 4.4. Money held on the Client's E2E account is considered electronic money which E2E issues after the Client transfers or deposits money to its E2E account or when third-parties transfers money to the Client's E2E account. After the money has been deposited/transferred to the Client's E2E account and E2E has received the money, E2E converts money into electronic money at the nominal value (and if applicable after deduction of standard Commission fee applicable to a particular payment method) and credits electronic money to the Client's E2E account. The received

- funds are kept in E2E's segregated bank account opened in accordance with the applicable laws.
- 4.5. The specific method of depositing/transferring funds to the E2E account is explained in E2E account menu "Support Center" section "FAQ" – Business/Individual payments.
 - 4.6. Electronic money held on the E2E account is not a deposit and E2E does not, in any circumstances, pay any interest for electronic money held on the E2E account and does not provide any other benefits associated with the time period the electronic money is stored.
 - 4.7. At the request of the Client, Electronic money held on its E2E account shall be redeemed at their nominal value at any time, except for cases set forth in the Agreement when limitations are applied to the E2E account of the Client. The Electronic money shall also be redeemed when E2E exercises its right to deduct Commission fees owned by the Client to E2E as established in Clause 3.5 of the Agreement.
 - 4.8. The Client's Electronic money will be redeemed when Client generates a Payment order to transfer funds from its E2E account to any other payment account specified by the Client or withdraw funds from its E2E account by other methods supported by E2E and indicated in the system.
 - 4.9. No specific conditions for electronic money redemption, that would differ from the standard conditions for Payment operations performed on the E2E account, shall be applied. The amount of redeemed/transferred electronic money is chosen by the Client, except for cases set forth in the Agreement when limitations are applied to the E2E account of the Client.
 - 4.10. No additional Commission fee for electronic money redemption is applied, except for cases specified in Clause 13.9.6 of the Agreement. In the event of redemption of electronic money, the Client pays standard E2E Commission fee for selected Payment operation as established in the Pricing list.

5. Usage of E2E account

- 5.1. The Client may manage the E2E account and execute Payment operations:
 - 5.1.1. via the internet by logging in to its personal Account with its login name and Security credentials;
 - 5.1.2. by Payment instruments linked to the E2E account (the supplement "Payment Instruments" is applied after the Client has agreed to conditions of the Supplement);
 - 5.1.3. by other instruments indicated by E2E after the Client has agreed

to conditions of using such instruments.

- 5.2. Payment transfers from the Client's E2E account may be executed:
 - 5.2.1. to another E2E account of the Client;
 - 5.2.2. to another user of the System, i.e., Client of E2E;
 - 5.2.3. to payment accounts of the Client or third party opened with Lithuanian, EU and/or foreign PSPs (except for PSPs in foreign countries, Payment operations to which are forbidden: E2E informs the Client about such countries in the System).
- 5.3. Funds may be held on E2E account in different currency. Keeping funds in different currency, the Client undertakes responsibility for possible depreciation of money due to changes in exchange rates. Currency exchange fee is based on the exchange rate of E2E, which is valid at the moment of conversion, the fee for the currency exchange and is constantly updated and published on its website.
- 5.4. Opening and maintenance of E2E account fee is defined in the Agreement, its Supplements and published on E2E website.
- 5.5. When a different than SEPA Payment transfer is performed and the Client transfers funds from its E2E account to the payment accounts in other PSPs (opened either in its own name or in the name of third-parties), E2E or its correspondent may be indicated as the Payer. Together with the Payment transfer the Recipient is given the following information which in dependence on technical options can be transferred in one or several of the below indicated ways:
 - 5.5.1. detailed information about the initial Payer – Client is given in the field of the primary Payer provided if is supported by the relevant e- banking or payment system;
 - 5.5.2. detailed information about the initial Payer – Client is given in the field of payment purpose.
- 5.6. The Client has the right to change limits of Payment operations for the E2E account by completing an additional Account confirmation in accordance with the procedure established in the System and setting other limits for Payment operations that will come into force after 12 (twelve) hours after the additional verification procedures are completed. The Client may set the limits at his own discretion, however E2E has the right to apply limits for Client's E2E account without having to reason such decision but in any case, these limits are set dynamically depending on the Client's verification status and overall profile of the Client. The Client may check the applied limits in the System. The Client will be notified about the limit's entry into force by email.
- 5.7. The Client may check E2E account balance and Statements by logging

in to the Account. There is also information about all applied Commission fees and other charges deducted from the E2E account of the Client during a selected period of time.

5.8. The Client confirms that:

5.8.1. incoming funds on its E2E account are not obtained as a result of criminal or other illegal activity;

5.8.2. the Client will not use Services provided by E2E for any illegal purposes, including actions and operations in order to legalize money received for a criminal or illegal activity.

5.9. Client's confirmations, orders, requests, notifications and other actions performed through websites of third persons or other places by logging in to its E2E account and identifying itself in this way are treated as conclusion of a deal confirmed by electronic signature.

5.10. E2E has the right to record and store any Payment orders submitted by any of the means agreed on with E2E, and to record and store information about all Payment operations performed by the Client or according to Payment orders of the Client subject to the provisions of the Privacy policy of E2E and legal acts. Records mentioned in the present Clause may be submitted by E2E to the Client and / or third persons, who have the right to receive such data under the basis set forth in the legislation, as evidence confirming the submission of Payment orders and / or executed Payment operations.

6. Reception of the payment order, requirements applied to the payment order and refusal to execute the payment order

6.1. E2E undertakes to ensure proper execution of the Payment orders given by the Client following terms and conditions agreed herein and legal act requirements.

6.2. E2E shall execute the Payment order if:

6.2.1. Payment order contains sufficient information required by the E2E and is generated in accordance with the requirements specified in the System and valid at the moment of submission of the Payment order; and

6.2.2. Payment order is authorized by the Client; and

6.2.3. E2E account has sufficient and unrestricted balance in the currency of the Payment order.

6.3. Payment orders submitted by the Client shall be formulated clearly, unambiguously and shall be executable. E2E does not undertake responsibility for errors, discrepancies, repetitions and / or contradictions in Payment orders submitted by the Client, including but not limited to, correctness of requisites provided in the Payment order.

- If the payment order submitted by the Client does not contain enough data or contains deficiencies, E2E, regardless of the nature of deficiencies in the Payment order, can either refuse to execute such Payment order, or execute it in accordance with data given in the Payment order.
- 6.4. Before executing the Payment order submitted by the Client, E2E has the right to demand from the Client documents which prove the legal source of funds related to the Payment order together with any other documentation as per AML Policy of E2E and relevant AML laws. In case the Client does not submit such documents, E2E has the right to refuse to execute the Payment order, suspend provision of other Services and / or demand from the Client to submit additional documents. E2E does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment order.
 - 6.5. In case the Client has provided to E2E documents which do not comply with requirements set by the legal acts and / or E2E or E2E has reasonable doubts concerning the authenticity or correctness of the submitted documents, E2E has the right to refuse to execute Payment orders submitted by the Client, suspend provision of other Services and / or demand from the Client to submit additional documents. E2E does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment order.
 - 6.6. Requirements for the Payment orders submitted by the Client via the internet:
 - 6.6.1. in order to execute a Payment operation via the internet, the Client must fill in a Payment order in the System and submit it for execution, electronically confirming in the System using Security credentials its consent to execute the Payment order;
 - 6.6.2. after the Payment order is submitted in the System it cannot be cancelled (cancellation of the Payment order is only possible until the execution of the Payment order has been started – status of the Payment order and possibility of cancellation are visible on the Account);
 - 6.6.3. in case the Payment order has been filled in incorrectly, the Payment operation is not executed, unless (i) E2E executed Payment order according to the data provided by the Client in the Payment order, or (ii) E2E at its own initiative in exceptional cases and with the Client approval 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.
 - 6.7. Provided E2E receives a Payment order to transfer the funds to the

Recipient's payment account of another PSP, such Payment operation is performed by E2E according to the Unique identifier provided in the received Payment order – the payment account number of the Recipient in IBAN format, except when the Recipient's PSP does not use the IBAN account format. E2E does not hold the responsibility if the Unique identifier is not provided in the Payment order or it is incorrect, and / or the PSP of the Recipient has set a different Unique identifier for appropriate execution of such Payment operation (crediting of funds to the payment account of the Recipient). If E2E executed Payment order according to the data provided by the Client in the Payment order it shall be considered that E2E has fulfilled the obligations properly and shall not repay the transferred amount to the Client.

- 6.8. E2E has the right, but not an obligation, to check whether the Unique identifier given in the Payment order received by E2E corresponds to the name and surname (title) of the payment account owner. However, if E2E executed Payment order according to the data provided by the Client in the Payment order (e.g., the Client indicated a wrong Unique identifier of the Recipient or other necessary requisites), E2E undertakes to take all reasonable steps to trace the Payment order and seek to recover the funds used for the execution of the Payment operation. Where the recovery of funds as referred to in this Clause is impossible, E2E, upon the request from the Client, undertakes to provide to the Client with all available information which is relevant to the Client in order to enable him / her / it to take legal action in order to recover funds, including submitting a claim to court.
- 6.9. If necessary and / or required by institutions of another states, E2E has the right to request an additional information (e.g., name and surname/title of the Recipient, a payment code) required for the appropriate execution of the Payment order.
- 6.10. When executing Payment orders initiated by the Client, E2E shall transmit to the PSP the information (including personal data of the Client) specified by the Client in the Payment order.
- 6.11. Provided the Client is the Payer, the Payment order is considered received by E2E (calculation of the time period of execution of such Payment order starts) on the day of its reception, or, if the moment of reception of the Payment order is not a Business Day of E2E, the Payment order is considered received on the nearest Business Day of E2E.
- 6.12. The Payment order was received by E2E on a Business Day of E2E but not on business hours set by E2E, is considered received on the nearest Business Day of E2E.
- 6.13. Terms for Payment order execution:

- 6.13.1. Payment orders between the E2E System users are executed immediately (up to a few minutes, unless the Payment operation is suspended due to cases set forth by legal acts and this Agreement), regardless of business hours of E2E;
 - 6.13.2. in case Payment order shall be executed within EU/EEA through SEPA transfer scheme – Payment order shall be executed within 1 Business Day, unless the Payment order is suspended due to cases set forth by legal acts and / or the Agreement, on business hours of E2E;
 - 6.13.3. in case Payment order shall be executed within EU/EEA but not in the currency of EUR – Payment order shall be executed not later than within 4 Business days, unless the Payment order is suspended due to cases set forth by legal acts and / or the Agreement, regardless of business hours of the E2E;
 - 6.13.4. in case Payment order shall be executed not within EU/EEA or within EU/EEA but not in the currency of EUR – Payment order shall be executed not later than within 5 business days, unless the Payment order is suspended due to cases set forth by legal acts and / or the Agreement. The Client may contact E2E in order to receive more information about probable Payment order execution term.
- 6.14. E2E has the right to refuse to execute a Payment order in the following cases:
- 6.14.1. the Payment order is completed incorrectly (i.e., wrong Unique identifier of the Recipient, other requisites as required);
 - 6.14.2. E2E has reasonable doubt that the Payment order has been submitted not by the Client or Client’s representative;
 - 6.14.3. Payment order itself or the submitted requested documents are suspicious and does not seem legitimate;
 - 6.14.4. Client has not provided requested additional documents as specified in Clause 6.4 of the Agreement;
 - 6.14.5. The Payment order does not comply with E2E or E2E correspondent risk appetite;
 - 6.14.6. Other cases stipulated in the Agreement and legal acts.
- 6.15. Under the circumstances indicated in the Clauses 6.14.1-6.14.2 above, E2E has the right but not an obligation to (i) demand from the Client to provide new Payment order with correct information, (ii) demand from the Client to additionally confirm the submitted Payment order and / or (iii) submit documents confirming the rights of persons to manage the funds held on the E2E account or other documents indicated by E2E in

- a way acceptable to E2E at expense of the Client. In cases mentioned in the Clause above E2E acts with the aim to protect legal interests of the Client, E2E and / or other persons, thus, E2E does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment order.
- 6.16. In case E2E has refused to execute the Payment order submitted by the Client, E2E shall immediately inform the Client thereon or create necessary conditions for the Client to get introduced to such notification, except when such notification is technically impossible or forbidden by legal acts.
 - 6.17. E2E has the right to suspend and / or terminate the execution of the Payment operation, if E2E believes that the Payment operation is fraudulent or illegal or required by law or in case it is necessary for other reasons beyond control of E2E.
 - 6.18. E2E shall not accept and execute Payment orders of the Client to perform Payment operations on the E2E account of the Client if funds on the E2E account are arrested, the right of the Client to manage the funds is otherwise legally limited, or in case operations are suspended by applicable legal acts.
 - 6.19. If funds transferred under the Payment order is returned to E2E due to reasons beyond the control of E2E (inaccurate data in the Payment order, the payment account of the Recipient is closed, etc.), the returned amount is credited to the E2E account of the Client. Commission fees paid by the Client for the Payment order execution are not returned, and other fees related to the returning of funds and applied to E2E can be deducted from the E2E account of the Client.
 - 6.20. The Client, having received funds that has been credited to its E2E account by mistake or in other ways that have no legal basis, is obliged to notify E2E about it. The Client has no right to dispose of funds that does not belong to it. In such cases E2E has the right and the Client gives an irrevocable consent to deduct the funds from the Client's E2E account without the Client's Payment order. If the amount of funds on the Client's E2E account is insufficient to debit the money credited by mistake, the Client unconditionally commits to repay E2E the funds credited by mistake in 3 (three) Business days from the receipt of such request from E2E.
 - 6.21. Payment transfers may be standard and urgent. The manner of the Payment transfer is selected by the Client upon providing Payment order. If the Client does not select the Payment transfer manner, it is considered that the Client has initiated a standard Payment transfer.
 - 6.22. In case the Client is the Recipient of funds, it is obligated to provide detailed and precise information to the Payer so that the Payment order

- for the Payment operation executed by the Payer's PSP in all cases complies with the instructions in the System and valid at the moment of transfer.
- 6.23. If E2E having received the Payment order addressed to the Recipient cannot credit funds indicated in the Payment order to the Recipient due to errors of the Payer made in the Payment order, E2E shall return funds to the Payer within 2 (two) Business days.
- 6.24. In all cases, when E2E receives a Payment order but funds cannot be credited due to errors in the Payment order or insufficiency of information, and neither the Payer nor the Recipient has contacted E2E for specification of the Payment order, E2E undertakes all possible measures to track the Payment operation in order to receive accurate information and execute the Payment order (credit funds to Recipient's E2E account). To track the Payment operation, the following measures may be used:
- 6.24.1. E2E contacts the PSP of the Payer which has sent the funds indicated in the Payment order with a request to contact the Payer for the information specification. This measure is applied if there are possibilities to contact the PSP of the Payer by electronic means.
- 6.25. for In case it is impossible to apply neither of the measures listed in clause 6.24 for tracking the Payment order and in other cases when E2E is waiting for receipt of accurate information about the Payment order, the funds mentioned in the Payment order are stored in E2E safeguarding account for not longer than the period of 2 (two) Business days and then returned to the Payer, unless accurate information is received in timely manner and the Payment order can be credited to the Recipients E2E account.
- 6.26. E2E reserves the right to suspend/cancel/reject payments or freeze funds for the internal investigation, if possible overlaps with OFAC Economic Sanctions Programs are identified.

7. Providing and cancellation of the consent, cancellation of the payment order

- 7.1. The Payment operation is considered authorized only if the Client provides a consent. The consent for Payment operation given to E2E intermediary acting on behalf of E2E is considered to be given to E2E. The consent should be confirmed by Security credentials, codes and / or other identity verification means. In all cases stipulated in this Clause, the consent shall be deemed duly approved by the Client, having the same legal validity as the paper document (the consent) signed by the Client (Client's representative), is permissible as a mean of proof in resolving disputes between E2E and the Client in courts and other

- institutions. The Client shall not be entitled to contest the Payment operation executed by E2E if the Payment order has been approved by the consent provided in the manner set out in this Clause.
- 7.2. The Client agrees that E2E will transfer personal data of the Client to persons directly related to execution of the Payment operation, such as international payment card organizations, companies processing information about payments by payment cards, the PSP of the Recipient, the operator of the payment system for execution of the Payment operation, intermediaries of E2E and / or the PSP of the Recipient and the Recipient.
- 7.3. The procedure of cancellation of the Payment order:
- 7.3.1. a Payment order cannot be cancelled after E2E receives it, except for cases provided in the Agreement or laws;
- 7.3.2. if the Payment operation has been initiated by the Recipient or via the Recipient (e.g., a Payment operation via a payment card), the Payer cannot cancel the Payment order after the Payment order has been sent or the Payer has given the consent to the Recipient to perform the Payment operation;
- 7.3.3. upon expiry of the terms stipulated in Clauses 7.3.1-7.3.2 of the Agreement, the Payment order may be cancelled only in case the Client and E2E agree on this. In the cases stipulated in Clause 7.3.2 of the Agreement, the consent of the Recipient is also necessary.
- 7.4. If the Client submits an incorrect Payment order, but the Payment order has not been executed yet and might be canceled as specified in Clause above, the Client may request to cancel the provided Payment order and in order to correct the Payment order by contacting E2E.

8. Security measures

- 8.1. To authorize the Payment operation, the Client shall be required to use Security Credentials.
- 8.2. E2E may introduce additional security measures for the additional the Services or products. E2E will notify the Client of any such security measures in advance.
- 8.3. The Client is solely responsible for safely keeping Security Credentials.
- 8.4. The Client undertakes to protect and not disclose any Security credentials of the Account and / or Payment instrument, created by it or provided to it under the Agreement, to third persons and not to allow other persons to use Services under the name of the Client. If the Client has not complied with this obligation and / or could but have not prevented it and / or performed such actions on purpose or due to own

- negligence, the Client fully assumes the losses and undertakes to reimburse the losses of other persons incurred due to the indicated actions of the Client or its failure to act.
- 8.5. If at any time the Client becomes aware or suspects that the Payment instrument, and / or the Security Credentials of the Payment instrument and / or the Account have been lost, stolen, misappropriated, used without authorization or otherwise compromised, the Client if there is such possibility, shall immediately change the Security Credentials in order to avoid further unauthorized activities within the Account and / or Payment instrument and notify E2E thereof immediately (not later than within one calendar day) by means indicated in Section 10 of the Agreement, unless otherwise stated in the rules regulating issuance and usage of the Payment instrument provided in the Agreement and its Supplements.
 - 8.6. The Client understands that any undue delay in notifying as per Clause above may result in the Client being liable for any losses or damages arising from the above lost, theft, misappropriation, or unauthorized use of the Account and / or Payment instrument as prescribed in Clause 15.12 of the Agreement.
 - 8.7. After E2E receives the notification from the Client as indicated in the Clause above, E2E shall immediately suspend access to the Account / block the Payment instrument of the Client and suspend provision of E2E Services until new Security credentials are provided/created for the Client and / or new Payment instrument is issued to the Client.
 - 8.8. It is the Client's responsibility to ensure that any computer or other system, software, equipment or device therefrom the Client access or use the Account and manage E2E account is protected and free from any viruses or other malware and destructive components.
 - 8.9. E2E draws the attention of the Client to the fact that the email linked to the Account and also other instruments (e.g., mobile telephone number), which under Client's choice are linked to its Account, are used as instruments for communication or identification of the Client, therefore, these instruments and logins to them shall be protected by the Client and any changes of the email and instruments must be reported to the E2E within 3 (three) calendar days. The Client is completely responsible for safety of its email passwords and all the other instruments used by it and their login passwords. Passwords are secret information, and the Client is responsible for its disclosure and for all operations performed after the password used by the Client for a relevant account or another payment instrument is entered. E2E recommends to memorize passwords and not to write them down or enter in any instruments where they may be seen by other persons. E2E sends the reminders to the Client to change passwords every 180 days.

9. Rights and Duties of the Client. Prohibited Activities

- 9.1. The Client undertakes to immediately but not later than within 3 (three) calendar days inform E2E of any changes which may occur from time to time regarding any information or documents that the Client provided, including the information provided in the course of registering in the System, as well as information related to Client's contacts, business, Client's customers portfolio, financial standing, legal status, corporate structure, beneficiary ownership and etc., irrespectively of whether this information has been already transferred to public registers / authorities or not.
- 9.2. During the ongoing business relationship between the Parties, upon request of E2E the Client shall provide additional information and / or documents related to the Client, its business activity and / or to provide Services in order to properly mitigate AML risks.
- 9.3. The Client shall periodically be requested by E2E update the Questionnaire and provide all supplementing, supporting documents, data and information, related to KYC processes in order to comply with applicable laws. E2E will notify and send the request to the Client and give a time period to provide the required documents, data and information.
- 9.4. The Client shall periodically (at least once a month) check the Statements provided in the Account in order to verify Payment operations. The Client shall notify E2E immediately but not later than within 3 (three) months from the moment the Client becomes aware that Payment operations were executed improperly and / or the Client has not authorized Payment operations.
- 9.5. The Client shall provide E2E with all available information about any unauthorized logging in to the Account as well as about any illegal actions of third parties performed in the result of such unauthorized entrance as prescribed in Section 8 of the Agreement.
- 9.6. The Client undertakes to assist in investigating of the unauthorized or incorrectly executed Payment operations.
- 9.7. E2E has the right to involve third parties to partially or fully execute the Payment order of the Client if the Client's interests and / or the essence of the Payment order require so. In the event that the essence of the Payment order of the Client requires sending and executing the Payment further by another PSP, but this PSP suspends the Payment order, E2E is not responsible for such actions of the financial institution but makes attempts to find out the reasons for the suspension of the Payment order.
- 9.8. Client using E2E Services is prohibited from (**List of Prohibited Activities**):

- 9.8.1. not complying with the terms of the Agreement, the Supplements, legal acts, including but not limited to, AML laws;
- 9.8.2. violating the rights of E2E and third parties to trademarks, copyrights, commercial secrets and other intellectual property rights;
- 9.8.3. providing false, misleading or incorrect information to E2E; refusing to provide information or undertake other actions that are reasonably requested by E2E;
- 9.8.4. providing to third parties false, misleading or incorrect information about E2E and cooperation with E2E;
- 9.8.5. executing or receiving Payment transfers of illegally acquired funds, if the Client is aware of or should be aware of it;
- 9.8.6. using services of E2E in a way which causes losses, responsibility or other negative legal consequences or damage to business reputation of E2E or third persons related to E2E;
- 9.8.7. using E2E's Services from countries that are not acceptable to E2E;
- 9.8.8. spreading computer viruses and undertaking other actions that could cause system malfunctions, information damage or destruction and other damage to the System, equipment or information of E2E;
- 9.8.9. undertaking any other deliberate actions which could disturb provision of E2E's Services to the Client or third parties or proper functioning of the System;
- 9.8.10. organizing illegal gambling, illegal trading of stocks, indices, raw materials, currency (e.g. Forex), options, exchange-traded funds (ETF); providing of trade, investment or other services on currency exchanges, Forex markets and other electronic currency trading systems; engaging in illegal trades of tobacco products, alcohol, prescription drugs, steroids, weapons, narcotic substances and its attributes, pornographic production, unlicensed lottery, illegal software and other articles or products prohibited by the law;
- 9.8.11. without a prior written consent of E2E providing financial services and / or legally organizing trading in stocks, indices, raw materials, currencies (e.g., Forex), options, exchange-traded funds (ETFs), providing trade, investment or other services on currency exchanges, Forex markets and other electronic currency trading systems. In case the Client intends to provide financial services using the Account, it must have a valid license, issued by a member state of the European Union or a third

- country that has imposed equivalent or substantially similar requirements and is monitored by the competent authorities with respect to compliance with these requirements;
- 9.8.12. without a prior written consent of E2E to organize legal gambling, lotteries, other specially licensed or activities requiring a permit. In case the Client intends to provide the indicated services using the Account, it must have a valid license, issued by a member state of the European Union and monitored by the competent authorities with respect to compliance with these requirements;
 - 9.8.13. registering an Account by fictitious or someone else's name without having the power of attorney; registering an Account using services of anonymous phone numbers or email addresses provided by other individuals or websites;
 - 9.8.14. providing services that are prohibited by the law or contradict public order and moral principles;
 - 9.8.15. logging in to the System as an anonymous user (e.g., via proxy servers);
 - 9.8.16. disclosing Security credentials of the Account and / or Payment instruments to third persons and allowing other persons to use Services under the name of the Client.
- 9.9. If the Client breaches or E2E has grounds to suspect that the Client may be in breach of the above prohibitions and / or is involved into activities included into the List of Prohibited Activities, the Company reserve the right, at its absolute discretion, to:
- 9.9.1. reverse the Payment operation or refuse in the Payment operation; and / or
 - 9.9.2. suspend and / or close the Account and E2E account together with funds within, terminate provision of the Services to the Client and terminate the Agreement as set forth herein; and / or
 - 9.9.3. inform about breach of the above prohibition's other holders of the E2E Account, the counter party of the Payment operation, as well as another PSP involved in the execution of the Payment operation;
 - 9.9.4. take legal actions against the Client; and / or
 - 9.9.5. claim losses and damages from the Client.
- 9.10. The Client shall reimburse all direct damages, fines and other monetary sanctions applied to E2E due to non-observance or violation of the terms, including but not limited to, clause 9.8 of the Agreement due to fault of the Client.
- 9.11. The Client is responsible and undertakes to reimburse any losses

incurred by E2E, other E2E Clients and third parties due to using E2E's Services and violating the Agreement or its Supplements.

9.12. Unless E2E is prohibited from doing so by law, E2E will notify about the actions E2E took or imposed against the Client or the E2E in connection with the Client's breach of the prohibitions listed in the Clause 9.8 above.

10. Sending notifications by the parties, communication and consultation of Clients

10.1. The Client confirms that agrees that E2E notifications will be provided to the Client by:

10.1.1. placing them on the website of the System; and by

10.1.2. sending an email, which was indicated by the Client at the time of registration in the System; or by

10.1.3. sending it to the address, indicated by the Client at the time of registration in the system; or by

10.1.4. sending an SMS message in cases where the Client has indicated only a mobile phone number.

10.2. The Client acknowledges that E2E notification, submitted in any of the above-mentioned ways, shall be deemed as properly provided. It shall be deemed that the Client received the notification within 24 (twenty-four) hours from the moment it was posted on the website of the System and sent to the Client by email.

10.3. In case a Party of the Agreement consists of plurality of persons (holders of a joint Account, etc.) and such circumstance is known to E2E, E2E has the right to address notifications to main account user. The person who has received the information shall transmit the information to other persons duly authorized to use the Account.

10.4. The Client undertakes to check its email and other instruments for reception of notifications linked with the Account, as well as websites of the System, on a regular basis, i.e., at least once a business day, in order to notice notifications about amendments to the Agreement in a timely manner.

10.5. All messages of the parties shall be sent in the Acceptable language or in language in which the written Agreement was presented to the Client to get introduced to.

10.6. The Client undertakes to publish on its Account and, in case of amendments, immediately update the contact data (telephone number, email address and post address), which E2E could use to urgently contact the Client or Client's representatives. In case the Client does not inform E2E about the changes in contact data, all consequences due to the failure of E2E to submit notifications to the Client shall fall on the

Client.

- 10.7. The Client can receive a consultation regarding all issues related to the System and execution of the Agreement by sending its question via (i) email given in the Agreement and E2E website, (ii) post address indicated in the Agreement and E2E website, (iii) contacting the Client support, or (iv) filling in a request on the Account. All messages shall be sent to E2E regardless of who is the direct provider of E2E Services defined in the Agreement (i.e., third party acting on behalf of E2E).
- 10.8. The Client wishing to lodge a formal Complaint shall follow the procedure established in Section 16 of the Agreement.
- 10.9. E2E shall notify the Client in advance, in accordance with the procedure stated in Clause 10.1 of the Agreement, about known and possible technical failures of the System and systems or equipment of third parties involved by E2E in provision of Services, which have an impact on provision of E2E Services.
- 10.10. E2E may change the solution for technical integration of Services without constraint and at any time. Notification about any changes which require corrections in the software of the Client shall be sent at least 7 (seven) days in advance. Changes, required from the side of the Client, shall be made at expense of the Client.
- 10.11. The Client has the right to consult valid amendments to the Agreement, its Supplements and Pricing list on E2E website at any time.

11. Amendments to the agreement

- 11.1. E2E has the right to unilaterally amend and / or supplement conditions of the Agreement for any of the following reasons (without limitation):
 - 11.1.1. changes are favorable for the Client;
 - 11.1.2. changes are expected to make provisions of the Agreement clearer and easier to the Client's understanding;
 - 11.1.3. changes are required to reflect amendments or expected amendments to the internal policies or applicable laws and regulations, or to reflect a relevant demand, decision or recommendation of any court, regulator or other competent authority;
 - 11.1.4. changes need to cover security improvements of the System, improvements in the Services, introduction of a new and / or replacement or withdrawal of the existing Service;
 - 11.1.5. changes needed to reflect amendments in services provided by the partners of E2E or changes in partners of E2E all together;
 - 11.1.6. changes are required to reflect increase of Commission fees or any other change of the Pricing list, as well as introduction of

additional associated costs, and / or to reflect changes or expected changes in costs E2E incurs when provides Services to the Client.

- 11.2. The Client has no right to unilaterally change and / or amend the conditions of the Agreement.
- 11.3. In case E2E makes essential amendments to the Agreement, the Client shall be informed not less than 60 (sixty) calendar days in advance. It shall be deemed that the Client has received the notification about the amendments to the Agreement after the notification has been published on the website of E2E and sent to the Client as established in the Clause 10.1 of the Agreement.
- 11.4. The 60 (sixty) calendar days notification period shall not be applied, and notifications shall be provided in accordance with order laid down in Clause 10.1, if:
 - 11.4.1. the terms of the Agreement are changed due to changes in mandatory requirements of the legislation;
 - 11.4.2. the Commission fees of Services are reduced;
 - 11.4.3. a new Service or a part of a Service appears, which may be used or not used by the Client at its own choice;
 - 11.4.4. E2E makes non-essential amendments of the Agreement which might be style and grammar corrections, paraphrasing and moving a sentence, a Clause or a Section of the Agreement for the sake of better understanding; provision of examples for articles and other changes which do not reduce or limit rights of the Client and do not increase liability of the Client or aggravate its situation.
- 11.5. In case the Client does not agree to amendments or supplements to the Agreement, it has the right to terminate the Agreement and close its E2E account, notifying E2E thereof 30 (thirty) calendar days in advance. Upon termination of the Agreement Client's Account and E2E account shall be closed in accordance with the Section 13 of the Agreement.
- 11.6. Using E2E Services after the expiry of 60 (sixty) calendar days period, amendments or supplementation of conditions of the Agreement have come into force and shall deem that the Client agrees with the amendments or supplements of the conditions of the Agreement.
- 11.7. Supplements to the Agreement are amended according to the procedure laid down in the respective Supplement. If no amendment procedure is laid down in the Supplement, the procedure of amendment and amendment notification procedure stated in this Section of the Agreement shall apply.

11.8. The Parties may agree on additional conditions which are not provided in the Agreement or Supplements, by a separate written agreement. Upon a request of the Client, a draft agreement shall be prepared by E2E and sent to the Client by means indicated in Clause 10.1 of the Agreement (the agreement may also be concluded in a form of a declaration). If the Client agrees with the draft provided, the Client shall sign the draft and forward the scanned copy of the document to E2E by email. E2E has the right to require the Client to send the separate agreement by post with the original signature of the Client. Such agreement shall enter into force after the signed agreement has been sent to E2E and shall become a Supplement and an integral part of the Agreement, i.e. the signature of E2E on the agreement is not required and E2E is not obliged to send the signed agreement back to the Client.

12. Suspension of services provision

12.1. E2E, at its own discretion and taking at consideration the specific situation, giving preference to comply with the requirements of the legal acts, applied to the activities of E2E, and interests of the Client, E2E and third persons, has the right to unilaterally and without a prior notice apply one or several of the following measures:

12.1.1. to suspend execution of Payment operations;

12.1.2. to suspend provision of all or part of Services to the Client;

12.1.3. limit Client's access to the Account;

12.1.4. to detain the Client's funds that are a matter of dispute;

12.1.5. to block the Account (i.e., fully or partially suspend Payment operations on the E2E account) and / or the Payment instrument (i.e., fully or partially prohibit to use the Payment instrument);

12.1.6. to return frozen funds from the E2E account of the Client to the Payer under the circumstances indicated in Clause 12.3 of the Agreement.

12.2. Measures indicated in clauses 12.1.1-12.1.6 of the Agreement may be applied only in the following exceptional cases:

12.2.1. if the Client essentially violates the Agreement or its Supplements, or a real threat of essential violation of the Agreement or its Supplements by the Client arises;

12.2.2. if activities of the Client using E2E account have a potential to harm E2E business reputation;

12.2.3. if the Client fails to complete necessary identification procedures, or submit the required by E2E information and / or documents, or engages in the prohibited activities set forth in Section 9 of the Agreement;

- 12.2.4. if due to further provision of Services and activity of the Client, justified interests of third parties may be harmed;
 - 12.2.5. if due to objectively justified reasons related to safety of funds on the E2E account and / or the Payment instrument, unauthorized or fraudulent use of funds on the E2E account and / or the Payment instrument;
 - 12.2.6. if E2E finds out about theft or loss of the Payment instrument, suspects or finds out about illegal purchase or unauthorized usage of the Payment instrument, also in case of facts or suspicions that Security credentials of the Payment instrument have become known or may be used by third persons, E2E has reasonable suspicions that funds or the Payment instrument may be illegally used by third persons or the Account and / or the Payment instrument may be used for illegal activity;
 - 12.2.7. if E2E is informed by the Client that the Security Credentials of the Account and / or Payment instrument have been lost, stolen, misappropriated, used without authorization or otherwise compromised and therefore third persons may access Client's Account and use Services of E2E or illegally use the Payment instrument;
 - 12.2.8. if E2E receives substantiated information about liquidation of the Client or bankruptcy case;
 - 12.2.9. during operational maintenance, update, upgrade or errors of the System, as well as in case of illegal intervention, viruses or other malware suffered by the System;
 - 12.2.10. in cases specified by legislation;
 - 12.2.11. in other cases, stated in the Agreement or its Supplements.
- 12.3. The measure, specified in clause 12.1.6 of the Agreement, may be applied to the Client in the event that E2E has reasonable suspicions that the Client is engaged in fraudulent activities. In this case, at first the funds of the Payer that were credited to the E2E account of the Client are frozen and, if the Client does not perform the necessary actions (complete an additional identification procedure, provide the requested documents, or provide a reasoned explanation of the specified case in time), the frozen funds may be returned to the Payer. This measure is also applied in cases where E2E has a law enforcement order to freeze the funds and return frozen funds to the Payer.
- 12.4. E2E shall inform the Client about the measures applied under the Clause 12.1 immediately, unless notifying the Client or providing the Client with the reasons for the suspension or restriction would be unlawful or compromise E2E's or third party's security interests. If there is a

possibility to return funds of the Client, it will be informed in 2 (two) Business days from the moment of suspension of Service provision, except for cases when provision of such information would weaken safety measures or is forbidden by legal acts.

- 12.5. In the event of a reasonable suspicion that money laundering, terrorist financing or other criminal activity is being executed through the Client or the E2E account of the Client, E2E has the right to partially or completely suspend provision of the Services to the Client for a period of 30 (thirty) days without having to reason such decision to the Client and with the right to extend it unlimited number of times until the charges are fully withdrawn or confirmed.
- 12.6. In case of reasonable suspicion by E2E that the Account of the Client has been hacked and used without authorization by third persons (i.e., Security credentials have become known to third persons), or the Payment instrument is used without authorization by third persons, E2E has the right to partially or completely suspend provision of Services to the Client, block the Account and / or Payment instrument without prior notice to the Client. In such case, E2E will inform the Client about the suspension of Services, blockage of the Account and / or Payment instrument as soon as possible and provide further information on actions that have to be performed by the Client in order to resume provision of Services to the Client.
- 12.7. E2E cancels blockage of the Account and / or Payment instrument (or replaces it with a new Payment instrument) when causes for blockage of the Account and / or Payment instrument cease to exist.
- 12.8. The Account and / or the Payment instrument may be blocked at the initiative of the Client if the Client notifies E2E in a manner prescribed in Clause 8.5 and 8.6 of the Agreement. E2E has the right to demand from the Client to later confirm the orally submitted request to block the Account and / or Payment instrument in written or another acceptable to E2E way. If the Account and / or the Payment instrument has been blocked at the initiative of the Client, E2E has the right to cancel blockage only after receiving a written request from the Client, unless the Agreement states otherwise. E2E has the right to replace the blocked Payment instrument with a new one.
- 12.9. E2E is not liable for losses incurred by the Client due to suspension of Services, blockage of the Account and / or Payment instrument or other actions if those actions have been performed in accordance with the legal acts and / or procedures stated in the Agreement or its Supplements and under circumstances and on the basis specified in the mentioned documents.
- 12.10. Following the procedure set forth by the law, E2E has the right to

withhold funds of the Payment operation for up to 10 (ten) Business days or for a longer period of time stated by the law, the Agreement or its Supplements.

13. Termination of the agreement

- 13.1. If no Payment operations have been performed on the E2E account of the Client for at least a year E2E shall communicate to the Client in an agreed form that E2E:
 - 13.1.1. may close its E2E account on its own initiative due to inactivity if the Client during the time period set by E2E will not request to not do so;
 - 13.1.2. applies Commission fees for administrating E2E account and specify what Commission fees are applicable;
 - 13.1.3. upon Client's request may close or transfer the E2E account;
 - 13.1.4. other information related to the consequences of termination of the Agreement indicated in Clause 13.9 below.
- 13.2. The Client has the right to terminate the Agreement unilaterally without appealing to the court, notifying E2E thereof in writing 30 (thirty) calendar days in advance by means provided in Section 10 of the Agreement. If the Client terminates the Agreement, the Client shall ensure that before the date of the termination of the Agreement and closure of the E2E account, the funds held in the E2E account(s) will be transferred to other payment accounts of the Client and / or third persons (i.e. before the Agreement is terminated the Client may continue to use Services of E2E, unless there are grounds for suspension of the Services as prescribed in the Agreement). Otherwise, if upon the date of termination of the Agreement there are left funds in the E2Eaccount(s), such funds will be transferred by E2E only to the payment account of the Client held in another PSP in accordance with the procedure established in Clause 13.9 below.
- 13.3. E2E has the right to terminate the Agreement and its Supplements, terminate provision of the Services and close the E2E account, unilaterally without indicating the reason and without appealing to the court, notifying thereof the Client 14 (fourteen) days in advance by means provided in Section 10 of the Agreement together with such notification providing information about the refund procedure specified in Clause 13.9 of the Agreement.
- 13.4. E2E also has the right to terminate the Agreement and its Supplements, terminate provision of the Services to the Client and close the E2E account unilaterally with immediate effect for the following reasons:
 - 13.4.1. the Client fails to comply with E2E requests to complete due diligence procedures carried out and / or due diligence

- procedures carried out under this Agreement are not completed to E2E's satisfaction;
- 13.4.2. the Client's or its business risk changes and can no longer be assessed as acceptable to E2E, or if the Client fails to provide E2E with information or documents requested in the course of their business relationship;
 - 13.4.3. E2E is not able to check accuracy of the information the Client provided in the course of the due diligence procedures carried out;
 - 13.4.4. the Client breaches or E2E has grounds to suspect that the Client may be in breach any of the representations and warranties set out in the Agreement or provided with untrue, inaccurate or incomplete information with respect to such representations and warranties;
 - 13.4.5. the Client breaches or E2E has grounds to suspect that the Client may be in breach of the prohibitions set out in the List of Prohibited Activities (as specified in the Clause 9.8).
 - 13.4.6. the Client breaches or E2E has grounds to suspect that the Client may be in breach of any laws or regulations applicable to the Client's use of the E2E account, or the Services;
 - 13.4.7. if the Client's activity is likely to harm operation of the System, E2E's or third parties' justified interests or business reputation;
 - 13.4.8. the Client is subject to bankruptcy, insolvency, restructuring, reorganization, liquidation or other similar proceedings or procedures;
 - 13.4.9. in case of change of control over the Client which is not acceptable to E2E (if the Client is a legal entity);
 - 13.4.10. E2E is required to do so by the applicable laws;
 - 13.4.11. E2E ceases to be authorized to provide Services;
 - 13.4.12. E2E is not able to provide the Services because third party provider involved into provision of the Services ceased and / or is not able to provide required services to E2E;
 - 13.4.13. in other cases where the Client breaches or E2E has grounds to suspect that the Client may be in breach of this Agreement or any other conditions applicable to the provision of Services.
- 13.5. In case E2E exercise its right to terminate the Agreement due to reasons specified in Clause above, E2E will notify the Client by means provided in Section 10 of the Agreement also providing information about the refund procedure specified in Clause 13.9 of the Agreement.

- 13.6. In case of termination of the Agreement, E2E deducts from the E2E account(s) Commission fees, payable for E2E Services provided to the Client, also fines, forfeits, losses, damages and other amounts paid to E2E due to Client's breach of the Agreement, or fines, forfeits, losses, damages and other amounts paid to third parties or the state, which PE2E has incurred due to the fault of the Client. In case the amount of funds on E2E account(s) of the Client is insufficient, the Client undertakes to transfer provided amounts to the account of E2E indicated to the Client within 3 (three) Business days covering all amounts indicated in the present Clause. In case E2E regains a part of amounts paid to third parties, E2E undertakes to return the regained amounts to the Client immediately.
- 13.7. In the event of a dispute between E2E and the Client in respect of the Clause above, E2E has the right to detain funds under dispute until the dispute is resolved.
- 13.8. Termination of the Agreement does not exempt the Client from appropriate execution of all liabilities to E2E that were applicable towards the Client before the termination.
- 13.9. In case of termination of the Agreement, E2E's notification provided to the Client under this Section also contains the following information:
 - 13.9.1. Termination of the Agreement serves as a basis to close E2E account(s);
 - 13.9.2. all funds held at E2E account(s) must be transferred to other payment accounts of the Client and / or third persons opened at another PSPs or Electronic money shall be redeemed by using other Services as may be appropriate to the Client, until the date of termination of the Agreement;
 - 13.9.3. The Client will be able to use Services before the date of termination of the Agreement if (i) there are no grounds for suspension of the Services as prescribed in Section 12 of the Agreement;
 - 13.9.4. The Client shall make a written notification to E2E indicating the payment account of the Client opened at another PSP to which E2E shall transfer outstanding amount of funds belonging to the Client if there will be any of them left in E2E account(s) after the termination of the Agreement. Notification shall be provided by means specified in Section 10 of the Agreement. E2E may request to provide proof that the account at another PSP is opened in the name of the Client and not perform the transaction until such proof is provided;
 - 13.9.5. The outstanding funds left at E2E account(s) after the Agreement is terminated will be held in E2E's segregated bank account

dedicated to safeguard Clients' funds and from which E2E will transfer the funds owned to the Client if there will be any outstanding funds left in E2E account(s) after the Agreement is terminated;

- 13.9.6. In case the Client within 14 (fourteen) days will not indicate the payment account of the Client opened at another PSP and if there will be any outstanding funds left in E2E account(s) after the Agreement is terminated, E2E will charge the Client for the safeguarding of the outstanding amount of funds belonging to the Client. E2E will deduct applied fees for the safeguarding of such funds from the outstanding funds belonging to the Client;
- 13.9.7. The Client has a right within 3 (three) years from the date of termination of the Agreement to provide a written request to E2E after the Agreement is terminated, E2E account(s) closed to transfer the outstanding funds belonging to the Client to the indicated in a request payment account of the Client held at another PSP. E2E will deduct applied fees for the safeguarding of such funds from the outstanding funds belonging to the Client and not perform the transaction until such proof is provided;
- 13.9.8. If the Client will not provide a written request to E2E within 3 (three) years from the date of termination of the Agreement, the Client will lose a right of a claim in respect of the outstanding funds belonging to the Client and safeguarded by E2E.
- 13.10. In connection with the Clause above and in cases the Client has not indicated the payment account of the Client opened at another PSP to which E2E shall transfer outstanding amount of funds belonging to the Client if there will be any of them left in E2E repeatedly (at least once per 12 (twelve) months) sent reminding notifications to the Client.
- 13.11. Liability, indemnification, confidentiality and other provisions of the Agreement of survival nature shall survive termination of the Agreement.

14. Confidentiality and data protection

- 14.1. The Parties undertake to keep technical and commercial information of each other secret, except for publicly available information which has become known to them while executing the Agreement, and not transfer it to third parties without a written consent from the other Party or its legal representatives.
- 14.2. The Client agrees that E2E (as a data controller/processor) may manage its Personal data or Personal data of its Clients* with the following purposes:
 - 14.2.1. to provide Services;

- 14.2.2. provide Service-related information the Client requests;
- 14.2.3. for marketing purposes**, e.g., providing customized advertisements and sponsored content and sending promotional communications; assessment and analysis of E2E's market, Clients, products and services (including asking for Client's opinions on E2E's products and Services, carrying out Client surveys, running competitions or promotions, as permitted by law);
- 14.2.4. to understand the way people use E2E's online Services so that E2E can improve them and develop new content, products and Services;
- 14.2.5. to handle claims;
- 14.2.6. to protect E2E's interests before any court or any other institution;
- 14.2.7. otherwise with Client's consent.

* The Client shall inform its customers, managers and beneficial owners that their personal data (namely from the copies of the national ID, passport, proof of address and IP address, if not specified otherwise in the particular case) can be transferred to and / or processed by E2E (and / or any other authorized institutions (including, but not limited to EU Member States)) in the view of lawful transactions and/or other financial activities. The Client shall obtain the consent from its customers and be liable for managing and/or transfer of its customers Personal data to E2E and / or any other authorized institution.

** the Clients may opt out of direct marketing communications from E2E at any time. If it prefers not to receive E2E's direct marketing communications, it shall inform E2E by sending an email to office@e2e-global.com or clicking on the opt-out link appearing in the newsletter.

- 14.3. The parties shall take all reasonable measures to guarantee security of Personal data received while executing the Agreement. E2E may disclose personal data to the following entities:
 - 14.3.1. companies that provide services for E2E;
 - 14.3.2. PSPs that provide payment services;
 - 14.3.3. companies assisting with organizing competitions/games/promotions;
 - 14.3.4. other carefully selected business partners;
 - 14.3.5. other parties, when so required under law or necessary in order to protect our legitimate interests.
- 14.4. The period of storage of Personal data related to Payment operations is 8 (eight) years from the date of termination the Agreement, except

when the legislation requires a longer period of data storage. Personal data not related to Payment operations shall be kept for the period of 5 (five) years. After the period of Personal data processing expires, payswix destroys Personal data at its possession.

- 14.5. Issues of protection of the Client's Personal data are also regulated by the Supplement to the Agreement "Privacy Policy", that is published in the E2E website and which the Client has read and undertakes to observe.
- 14.6. E2E has the right or a statutory obligation to transmit all collected important information (including Personal data) about the Client, Client's representatives and their activity to law enforcement institutions, state authorities (State Tax Inspectorate (VMI), Social Insurance Fund (SODRA), Financial Crime Investigation Service), and other financial institutions as well as supervisory authorities, if such duty is determined by the legislation, and in order to identify whether this Agreement and relevant legislation have not been or will not be violated.
- 14.7. The Client is informed that E2E might undertake necessary measures, including but not limited to, submitting requests to third persons directly or via third parties in order to determine identity of the Client and accuracy of other data submitted by the Client (KYC procedure).
- 14.8. E2E points out that in all cases E2E operates only as a service provider for the Client, which sends money to the Recipient under the Payment order of the Client and does not provide or offer any Services to the Recipient until it has become a Client of E2E.
- 14.9. E2E has the right to record digital conversations with the Client (over the phone, Skype or other remote ways). The Parties agree that telephone conversations and messages transferred via post, email and other telecommunication instruments may be deemed evidence when settling disputes between the Parties. By entering into the Agreement, the Client confirms that it has been informed about E2E making records of any telephone conversations with the Client or its representatives. The Client also has the right to record and store telephone conversations and other correspondence for the period of 5 (five) years from the date of termination of the Agreement, unless legal acts state otherwise.
- 14.10. The Client is informed that its E2E account number and Personal data required for the Payment operation may be detected and displayed to another E2E user (Client) who intends to make a Payment transfer to the Client if another E2E user (Client) enters a confirmed identifier of the Client (name, surname, E2E account number, email address).

15. Liability of the parties

- 15.1. Each Party is liable for all fines, forfeits and other losses which the other Party incurs due to violation of the Agreement by the guilty Party. The

- guilty Party undertakes to reimburse direct damages incurred due to such liability to the affected Party.
- 15.2. The liability of the Parties is established in accordance with the laws and case law of the courts of the Republic of Lithuania. E2E is not liable for the Client's losses resulted through the Client's fault and / or from lawful actions of the Client's customers (i.e., for the goods and services that the Client sell, supply, provide or receive, including without limitation for the quality, performance, safety and legality of such goods or services, as well as for their actual delivery).
 - 15.3. Nothing in this Agreement shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the Parties.
 - 15.4. E2E shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation, unless otherwise expressly indicated in the laws.
 - 15.5. E2E shall only be liable for direct damages caused by direct and essential breach of the Agreement made by E2E, and only for damages which could have been foreseen by E2E at the time of breaching of the agreement:
 - 15.5.1. the amount of compensation for damages caused by violating the Agreement by E2E shall not exceed the average of Commission fees for the last 3 (three) months paid to E2E by the Client for provided Services. This restriction is applied for the total amount of all violations of the month. In case the average of 3 (three) months cannot be calculated, the compensation cannot exceed EUR 2,000 (two thousand);
 - 15.5.2. in all cases, E2E shall not be liable for non-receipt of profit and income by the Client, loss of reputation of the Client, loss or failure of Client's business, and indirect damages;
 - 15.5.3. limitations of E2E liability shall not be applied if such limitations are prohibited by the applicable law.
 - 15.6. E2E shall be liable for direct losses of the Client occurred due to unauthorized or incorrectly executed Payment operations (due to E2E error) only if the Client notifies E2E on becoming aware of any such Payment operation giving rise to a claim and no later than within 3 (three) months after the debit date, save for the cases in this Agreement that explicitly indicates Client's liability. If the Client does not submit this notification within the indicated time period, it is considered that Client has unconditionally agreed to the Payment operation, that has been executed on the Client's E2E account.

- 15.7. E2E shall be liable for direct losses occurred after Client's notification to E2E under Clause 8.5 of the Agreement.
- 15.8. E2E does not guarantee uninterrupted System operation, because System operation may be influenced (disordered) by many factors beyond control of E2E. E2E shall put all efforts to secure as fluent System operation as possible, however, E2E shall not be liable for consequences originating due to System operation disorders if such disorders occur not due to the fault of E2E.
- 15.9. Cases, when E2E limits access to the System temporarily, but not longer than for 24 (twenty-four) hours, due to the System repair, development works and other similar cases, and if E2E informs the Client about such cases at least 2 (two) calendar days in advance, shall not be considered System operation disorders.
- 15.10. E2E is not liable for:
 - 15.10.1. money withdrawal and transfer from the E2E account and for other Payment operations with funds held on the Client's E2E account if the Client had not protected its Security credentials, and as a result they have become known to other persons, and also for illegal actions and operations of third persons performed using counterfeited and / or illegal documents or illegally received data;
 - 15.10.2. errors and late or missed transactions made by PSPs, billing systems and other third parties for whose actions E2E is not responsible;
 - 15.10.3. consequences arising due to disturbances of fulfilment of any E2E obligations caused by a third party which is beyond control of E2E;
 - 15.10.4. consequences arising after E2E legally terminates the Agreement, cancels Client's E2E account or limits access to it, also after reasonable limitation/termination of provision of a part of the Services;
 - 15.10.5. goods and services purchased using E2E account, and also for other party, which receives payments from the E2E account, not complying with terms of any agreement;
 - 15.10.6. for assessment and payment of any taxes, duties and other relevant charges that may arise from the Client's activity with the use of the E2E account or the Services. The Client is solely responsible for assessment and payment of any tax obligations and other relevant duties and charges whatsoever;
 - 15.10.7. for a failure to fulfil its own contractual obligations and damages in case it was caused due to E2E fulfilling duties determined by

the law.

- 15.11. If the Payment operation is executed in the currency of a member country to / from a foreign country or in the currency of a foreign country, the Client bears all the losses incurred due to the usage of a lost or stolen payment instrument; illegal acquisition of a Payment instrument if the client had not protected Security credentials.
- 15.12. The Client bears any losses incurred due to: (i) the usage of a lost or stolen Payment instrument or (ii) illegal acquisition of Payment instrument. The Client also bears any the losses incurred due to unauthorized Payment operations if the Client has suffered the losses as a result of acting dishonestly or due to its gross negligence or intentionally not fulfilling one or several of the duties indicated below:
 - 15.12.1. to comply with the rules regulating issuance and usage of the Payment instrument and / or the Account provided in the Agreement or its supplements, when using the Payment instrument and / or the Account;
 - 15.12.2. to notify the Company immediately as prescribed in the Clause 8.5 of the Agreement;
 - 15.12.3. to undertake all possible measures to protect Security credentials of the Payment instrument and / or the Account.
- 15.13. Where the Client denies having authorized an executed Payment operation or claim that the Payment operation was not correctly executed, the burden shall be on the Client to prove that the Payment operation was not authenticated, was affected by a technical breakdown or some other deficiency of the System.
- 15.14. The Party is relieved from the liability for failure to comply with the Agreement in case the Party proves that the Agreement has not been properly executed due to circumstances of force majeure which are proven in accordance with the procedure established by the law. The Client shall notify E2E by means established in Section 10 of the Agreement about the force majeure within 10 (ten) calendar days after the day of occurrence of such circumstances. E2E shall notify the Client by means established in Section 10 of the Agreement about force majeure circumstances within 7 (seven) calendar days after the day of occurrence of such circumstances.

16. Governing law and settlement of disputes between the client and E2E

- 16.1. E2E aims to settle all disputes with the Client amicably, promptly and on terms acceptable to both Parties, thus, in case of a dispute, Clients are encouraged to firstly address E2E directly. Disputes are solved by negotiation.

- 16.2. The Client may submit a written complaint (the **Complaint**) regarding Services of E2E claiming that the rights and / or legitimate interests of the Client have been violated in relation to the Services provided by E2E under the Agreement and Supplements, and asking for satisfaction of the claims, by the following means:
 - 16.2.1. sending a written Complaint to office@e2e-global.com;
 - 16.2.2. sending a written Complaint via the account.
- 16.3. The Complaint shall contain:
 - 16.3.1. full legal name or company name and (if applicable) E2E account information;
 - 16.3.2. an email address from which to receive communication about the Complaint;
 - 16.3.3. a full description of your Complaint;
 - 16.3.4. claim to E2E;
 - 16.3.5. evidence, documents, correspondence, attachments or any other information that could help E2E with the investigation of the Complaint.
- 16.4. If the Complaint is incomplete or information is missing, details are too vague, E2E might contact the Client for additional information, documents or any other details. If the Client will not provide requested information and / or documents, E2E will not be able to resolve Client's Complaint and the Complaint may be dismissed. E2E will notify the Client in case the Complaint is dismissed explaining the reason of such dismissal.
- 16.5. Terms of consideration of Complaints:
 - 16.5.1. E2E shall examine Client's Complaint and notify the Client about the decision not later than within 15 (fifteen) Business days from the day of receipt of the Complaint;
 - 16.5.2. if E2E is not capable to provide the answer to the Complaint within the time period specified in Clause 16.5.1 above, E2E will send the Client a preliminary response which will clearly indicate the reasons for delay in resolving the Complaint and the term by which the Client will receive a final response with the decision that shall in any case not exceed 35 (thirty-five) Business days in total.
- 16.6. Should the Client is not satisfied with the decision, the Client may request that the matter of the Complaint be reviewed again. In such case E2E provides a response to the Client within 5 (five) Business days.
- 16.7. Analysis of Complaints of the Clients by E2E is free of charge.

- 16.8. In case of failure to settle a dispute amicably, the dispute shall be settled in the courts of the Republic of Lithuania which are granted with exclusive jurisdiction to hear, settle and / or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Agreement and / or Supplements, including any question regarding its existence, validity, formation or termination. Competent court of the Republic of Lithuania shall be determined according to the location of payswix office.
- 16.9. If the Customer believes that E2E has breached the provisions of the laws, the Customer has the right to submit a complaint to the Bank of Lithuania, address: Totorių g. 4, LT-01121 Vilnius, prieziura@lb.lt, or Žalgirio g. 90, LT-09303, Vilnius.
- 16.10. In conjunction with provision above, if the Customer bringing the complaint is a Consumer, such Customer has a right to use out of court settlement of disputes and bring the complaint to the Bank of Lithuania. The complaint can be submitted to the Bank of Lithuania: 1) via the electronic dispute settlement facility E- Government Gateway; 2) by completing an application form (the form can be found here: <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>) and sending it to Financial Market Supervision Service of the Bank of Lithuania, Žalgirio g. 90, LT-09303 Vilnius, prieziura@lb.lt; 3) by filing out a free-form application and sending it to Financial Market Supervision Service of the Bank of Lithuania, Žalgirio g. 90, LT-09303 Vilnius, prieziura@lb.lt. Such claim to the Bank of Lithuania must be submitted in accordance to the Law on the Bank of Lithuania of the Republic of Lithuania or the Law on the Protection of the Rights of Consumers of the Republic of Lithuania or Out of court settlement of disputes between consumers and financial market participants, procedures indicated in Bank of Lithuania guidelines, approved by the Bank of Lithuania Board of Directors, 26 January, 2012, Nr. 03-23, as amended from time to time.
- 16.11. This Agreement, its Supplements, and relations of the Parties that are not regulated by this Agreement shall be construed and interpreted in accordance with the laws of the Republic of Lithuania.

17. Final provisions

- 17.1. Each Party confirms that possesses all permissions and licenses required under the applicable law that are necessary for the execution of the Agreement.
- 17.2. Titles of Sections and articles of the Agreement are intended solely for convenience of the parties and cannot be used for interpretation of the provision of the Agreement.
- 17.3. The Client does not have the right to assign its rights and obligations

arising out of this Agreement to third parties without a prior written consent from E2E. E2E reserves the right to assign its rights and obligations arising out of this agreement to third parties at any time without a consent from the Client if such transfer of rights and obligations does not contradict the legislation. E2E informs the Client on such assignment within 10 (ten) Business days after the assignment.

- 17.4. If any provision of the Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from the Agreement and the validity, legality and enforceability of the remaining provisions shall not be affected.
- 17.5. Links to websites given in the Agreement and Supplements regulating provision of separate Services are integral part of this Agreement and are applied to the Client from the moment it starts using the respective Service.