

STANDARD TERMS AND CONDITIONS FOR PROVISION OF SINGLE PAYMENT SERVICES

Applicable from 1st May, 2020 for Danske Bank A/S Lithuania branch

1. GENERAL PROVISIONS

1.1. The standard terms and conditions for provision of single payment services are applicable for Customers of Danske Bank A/S Lithuania branch to all payments initiated at the Bank.

1.2. The following definitions are used:

Bank's value date is a Business day when the right to use the amount of the Payment transaction is transferred from the Payer's PSP to the Payment Intermediary or to the Payee's PSP.

Business day is a day when the Customer's PSP, the Payee's PSP, the Payment Intermediary or TARGET2 is open for the settlement necessary for executing Payment transaction for the provision of the respective Payment service.

Conditions are the General Conditions, the Payment Conditions, the Annex to the Payment Conditions and the Price List, on the basis of which the Payment services are provided to the Customer.

Customer is a natural or legal person having funds in the Bank and submitting a Payment order to the Bank.

Domestic Payment is a Payment service of the Bank to be executed by the Bank to the Payee's account with a PSP registered at the Place of Service under the Payment order given by the Payer to the Bank in euros (EUR).

EU Payment is a Payment service of the Bank to be initiated in euro (EUR) if the Payee's PSP and the Payer's PSP are situated in the European Economic Area and the Payment order contains the correct IBAN. This Payment service is only available as a normal payment and with the type of Service fee "shared".

Foreign Payment is a Payment service of the Bank to be executed to the Payee's PSP acting on behalf of the Payee, if the Payment order is given by the Payer to the Bank in euro (EUR) which does not comply with the conditions of the Domestic Payment or EU Payment.

General Conditions are the general terms and conditions of the Bank, which set out the general principles and the procedure for communicating with and serving customers as well as the general terms and conditions for conducting transactions between the Banks and their customers.

IBAN (*International Bank Account Number*) is a combination of letters and numbers attached to all accounts in the European Economic Area. IBAN as a unique identifier is assigned to the customer by the PSP and provided by the customer to identify unambiguously the customer of the other PSP or the payment account thereof used in the Payment transaction.

Payee is a natural or legal person whose account is credited according to the Payment order.

Payment Conditions are these Standard terms and conditions for provision of single payment services, all amendments and annexes hereto.

Payment Intermediary is a person (e.g. a correspondent bank involved in the execution of the Payment transaction with the Bank, payment system organiser) who participates in the execution of a Payment transaction upon agreement with the Bank or the PSP of the Payee and who is neither the Customer nor the Payee.

Payment order is the Customer's instruction to the Bank to execute the Payment transaction.

Payment services are single payment transaction services provided by the Bank to its Customers having funds at the Bank.

Payment service provider (PSP) is any credit, e-money or payment institution providing payment services, including the Bank.

Payment transaction is funds transfer initiated by the Customer.

TARGET2 is a payment system enabling European Union banks to transfer money between each other in real time.

The other definitions used in the Payment Conditions have the same meaning as set out in the General Conditions.

1.3. The Conditions form an integral part of each Payment order and are presented on the Bank's website. The Customer is entitled to receive, on request, the Conditions on paper or on another durable medium.

2. EXECUTION OF PAYMENT ORDERS

2.1. The Bank executes payments in euros only. The Payment orders in other currencies will be refused by the Bank.

2.2. The Bank executes the Payment orders, initiated by the Customer, pursuant to the Conditions and legislation.

2.3. The Customer must complete all the required by the Bank fields in the Payment order using the Latin alphabet or other alphabet acceptable to the Bank and submit the Payment order to the Bank in writing or otherwise as agreed between the Parties. Upon demand from the Bank, the Customer must present documents to the Bank, confirming legal origin of the funds used in the Payment transaction, and other information requested by the Bank.

2.4. The Bank is entitled to presume that the content of the Payment order submitted by the Customer corresponds to the intent of the Customer. The Bank is not liable for an erroneous payment made due to incorrect and/or unclear information provided by the Customer and for translations made and for false interpretations of Payment orders submitted by the Customer.

2.5. If a Payment order submitted by the Customer contains mistakes or omissions, the Bank may execute the Payment order in accordance with good banking practice, or refuse to execute the Payment order.

2.6. The Payment order is binding on the Customer when the Customer has authorized the Payment order by signing it.

2.7. The Payment order authorised by the Customer is binding on the Bank from the moment the Bank has received the order and all documents necessary for the execution of the Payment order.

2.8. A Payment order is deemed to have been received in the Business day of the Bank when the Customer submits the Payment order to the Bank.

2.9. If the Customer submits the Payment order to the Bank on a day, that is not a Business day of the Bank, the Payment order is deemed to be received on the next Business day (unless otherwise specified in the Annex to the Payment Conditions).

2.10. The Bank may examine the content of the Payment order as well as check whether the Payment order includes all data required by the Bank, authorised/signed by the Customer.

2.11. If the Payment order is executed in accordance with IBAN stated in the Payment order, it must be deemed to have been duly executed. The Bank is not obliged to verify whether or not the provided IBAN matches the name (name and surname/legal entity's business name) and other data of the Payee.

2.12. The Bank is entitled to select a Payment Intermediary via which to execute the Payment order. The Bank forwards to the Payment Intermediary, the Payee's PSP and the Payee the relevant Customer's data (e.g. Customer's IBAN, Customer's address etc.).

2.13. If the Bank refuses to execute a Payment order, the Bank notifies the Customer thereof and, if possible and not prohibited by the legislation, states the reason for refusal and gives to the Customer further instructions. The Bank is entitled to charge the Customer a Service fee for this notification.

2.14. The Bank does not offer any cash-related services.

3. INFORMATION TO THE CUSTOMER ON PAYMENT ORDER

3.1. The Bank shall make available to the Customer in the Payment order document the following data related to the Bank's services:

3.1.1. Information enabling the Customer to identify the Payment transaction and information related to the Payee;

3.1.2. The amount of the Payment transaction;

3.1.3. The amount of the commission payable by the Customer for the Payment transaction and how it is divided;

3.1.4. Date of receipt of Payment order.

3.2. Upon Customer's request, the information referred to in clause 3.1 shall be provided to the Customer on paper or on another durable medium.

4. FEES AND INTEREST PAYABLE

4.1. The Customer must pay Service fees for the Payment services and the services related to the Payment services according to the Price List, unless otherwise agreed between the Parties.

4.2. If the type of Service fee has not been chosen by the Customer or is not permitted under the Payment Conditions or the Price list, the Bank will execute the payment with the type of Service fee "shared", which means that the Customer must pay the Service fees charged by the Customer's PSP for the payment and the Payee must pay the service fees charged by the Payee's PSP.

5. LIABILITY OF THE PARTIES

5.1. The general principles of liability are stipulated in General Conditions.

5.2. The Customer is responsible for the correctness and verification of the information and data presented in the Payment order to the Bank. The Bank is not responsible for failure to execute the Payment order submitted by the Customer or incorrect execution, including late execution thereof, if this is caused by incorrect, inadequate or unclear data provided by the Customer to the Bank in the Payment order or if the delay has arisen from the exercise of the right or performance of the obligation by the Bank specified in the General Conditions or set out by the legislation.

5.3. The Customer must notify the Bank of any unauthorised Payment transaction or error in executing the payment, including late execution, immediately after having become aware of it. A Consumer shall not be entitled to make any claim or objection to the payment made by the Bank if he/she has not notified the Bank of the unauthorized, erroneous or late payment within 13 (thirteen) months from the date of such payment. A Business Customer shall not be entitled to make claims and objections if the Business Customer has not notified the Bank of an unauthorized or erroneous payment within 2 (two) months from the date of such payment.

5.4. The Bank is responsible for ensuring that the payment initiated by the Customer reaches the Payee's PSP by the deadline specified in Annex to the Payment Conditions, unless otherwise set out in the legislation.

5.5. The Bank is not responsible for any failure to execute the Payment order submitted by the Customer if such failure arises from the legislation, a limitation or requirement of a Payment Intermediary or a relevant foreign authority or the fact that the Customer or payment is or may be, according to the Bank, directly or indirectly associated with Sanctions.

5.6. The Bank is not responsible for the deadlines or rules established by the Customer or a Third Person or loss incurred by the Customer or the Third Person or liable for any loss incurred by the Customer or the Third Person or for claims filed with the Bank after the expiry of the deadlines specified in clause 5.3. of the Payment Conditions.

5.7. The Bank is not liable for any additional expenses or indirect loss (loss of profit etc.) incurred by the Customer due to a non-executed or incorrectly (including late) executed Payment transaction.

6. FINAL PROVISIONS

6.1. The Bank has the right to change the Payment Conditions unilaterally at any time without prior notice. The Bank shall inform about changes in the Payment Conditions on its website. Amendments to the Payment Conditions shall take effect from the moment of their publication on the Bank's website.

6.2. Any dispute between the Parties deriving from the Payment Conditions shall be solved pursuant to the General Conditions and legislation.

6.3. Bank's data, licence number, supervisory authority and other relevant data are provided in the General Conditions.

ANNEX TO THE STANDARD TERMS AND CONDITIONS FOR PROVISION OF SINGLE PAYMENT SERVICES

Applicable from 1st May, 2020 for Danske Bank A/S Lithuania branch

DEADLINES FOR EXECUTION OF PAYMENT ORDERS

Payment service	Business day of the Bank	Cut-off time (EET) of the Bank	Bank's value date
OUTGOING PAYMENTS			
Domestic Payment	Any calendar day.	16:30	Day 0 Any Business day.
EU Payment	Any calendar day.	16:30	Day 0 Any Business day.
Foreign Payment	Any calendar day, except Saturdays, Sundays and national or public holidays at the Place of Service.	23:59 For Normal payments 15:00 For Urgent payments 15:00 For Extra urgent payments	Day 2 For Normal payments Day 1 For Urgent payments Day 0 For Extra urgent payments Any Business day.
Foreign Payment (Customer's and Payee's account held with banks of the European Economic Area member states)	Any calendar day, except Saturdays, Sundays and national or public holidays at the Place of Service.	23:59 For Normal payments 15:00 for Urgent payments 15:00 For Extra urgent payments	Day 1 For Normal payments Day 0 For Urgent payments Day 0 For Extra urgent payments Any Business day.