

STANDARD TERMS AND CONDITIONS OF DANSKE SMS BANK AGREEMENT

Applicable from 1 July 2017

1. GENERAL PROVISIONS

1.1. These Standard Terms and Conditions of Danske SMS Bank Agreement establish the rights and obligations of the Bank and the Customer arising from the provision of the Danske SMS Bank Service to the Customer.

1.2. Definitions used for the purposes of this document:

General Conditions means the General Conditions of the Bank whereby the Customer's servicing principles and procedures are established.

Danske eBank means the internet banking system of the Bank whereby access to account information, payments and other services of the Bank are provided to the Customer.

Danske SMS Bank means an automated telephone banking service whereby the Customers may initiate payment orders, receive messages about payment transactions and take other actions by means of SMS.

Instruction for using of Danske SMS Bank means the rules for using Danske SMS Bank that are published on the Bank's website and are an integral part of the Agreement.

Identification means are facilities (the Customer's password) allowing identification of the Customer.

Transactions Limit means the largest allowed amount per transaction and/or the sum of transactions over a period as specified by the Customer or set by the Bank.

Initial Password means a password assigned by the Bank and required for registration in Danske SMS Bank for the first time, which must be replaced by the Customer's own password.

Agreement means this Danske SMS Bank agreement consisting of the Special Terms and Conditions of Danske SMS Bank Agreement, the Standard Terms and Conditions of Danske SMS Bank Agreement, the Instruction for using of Danske SMS Bank, and the Price List. Any amendments, additions and annexes to the Agreement, if any, shall form an integral part thereof. The General Conditions of the Bank and the Conditions for Provision of Payment Services shall apply to the Agreement to the extent that do not conflict with the Agreement.

2. CONCLUSION OF THE AGREEMENT

2.1. The Agreement shall be concluded at the place of provision of the Bank's services or through means of communication acceptable to the Bank (if the Bank uses such method of concluding Agreements). If the Agreement is concluded at the place of provision of the Bank's services, each Party shall receive a copy of the Agreement, with all copies having the same legal effect.

2.2. The Agreement shall take effect on the date of signing of the Special Terms and Conditions of Danske SMS Bank Agreement and shall remain in effect for indefinite period.

2.3. In order to conclude the Agreement the Customer must have a current account opened with the Bank.

3. RIGHTS AND OBLIGATIONS OF THE CUSTOMER AND THE BANK

3.1. The rights and obligations of the Customer and the Bank are set out in the General Conditions, Special Terms and Conditions of Danske SMS Bank Agreement, the Standard Terms and Conditions of Danske SMS Bank Agreement, the Instruction for using of Danske SMS Bank and other documents of the Agreement.

3.2. The Customer shall:

3.2.1. Correctly complete any forms presented by the Bank and comply with the Bank's instructions when placing

payment orders, sending notices, concluding transactions or taking other actions via Danske SMS Bank;

3.2.2. Not duplicate/repeat orders placed via Danske SMS Bank and not give them to the Bank by other methods;

3.2.3. Safeguard the Identification means, not transmit or disclose them to anyone, maintain their secrecy, and inform the Bank immediately about a theft, unauthorised use or other disclosure of the Identification means to third parties, or any other violation of secrecy. Where the loss of the Identification means is related to unlawful acts of third parties, the Customer shall report this to law enforcement authorities immediately;

3.2.4. Pay the fees according to the Price List for payment transactions, receipt of information via Danske SMS Bank, blocking of services and other services provided by the Bank, ensuring that there are sufficient funds in the Customer's accounts for the execution of payment transactions and payment of applicable fees;

3.2.5. Authorise the Bank to record telephone conversations between the Bank and the Customer when the Customer is asking to block the Danske SMS Bank's services or to cancel the blocking. Recordings of such conversations can be used as evidence in potential disputes;

3.2.6. Give payment instructions and take other actions through Danske SMS Bank according to the conditions set by the Bank, with which the Customer familiarizes and to which he agrees at the time of conclusion of the Agreement and/or using the services of Danske SMS Bank.

3.3. The Bank shall:

3.3.1. Provide the Customer with the Identification means (the Initial password) and/or enable the Customer to create the Identification means (the Customer's password);

3.3.2. Consider that the Customer's identity has been established and an instruction, request, notice sent to the Bank and any other action taken through Danske SMS Bank has been duly signed and/or authorised, if appropriate Identification means were used by the Customer at log-in to Danske SMS Bank. Where, at the Bank's request, the giving of a specific payment instruction or taking of another action through Danske SMS Bank must be confirmed by the Identification means separately, such instructions or actions shall be deemed to be duly authorised if confirmed using appropriate Identification means;

3.3.3. Execute any instructions given through Danske SMS Bank the execution of which is possible having regard to the Bank's functionality, provided that there is a sufficient balance in the Customer's account for the execution of the payment transaction and payment of the fees according to the Price List, and the execution of the payment transaction will not exceed the Transactions Limits set for the Customer;

3.3.4. Apply appropriate organisational and technical measures to protect the Customer's personal data against accidental or unlawful destruction, modification, disclosure or any unlawful processing;

3.3.5. The Bank shall be entitled to block the Customer's log-in to Danske SMS Bank in the following cases:

3.3.5.1. The Customer has entered a wrong password five times;

3.3.5.2. The Customer is indebted for Danske SMS Bank services and has failed to pay the debt within the Bank's set period of time;

3.3.5.3. For other reasons specified in the General Conditions of the Bank and agreements concluded with the Customer.

4. SERVICE FEES

4.1. The Customer shall pay to the Bank a fee for each SMS received according to the Price List. The Customer's SMS sent to the Bank shall be charged by the mobile communications operator depending on the service plan chosen by the Customer.

4.2. The Customer's account/accounts with the Bank shall be debited with fees for the services of Danske SMS Bank on the last day of each month.

5. LIABILITY OF THE PARTIES

5.1. The Customer shall be liable to the Bank for the correctness of the instructions, notices and requests, as well as data contained therein, sent to the Bank via Danske SMS Bank.

5.2. The Customer shall be liable for any actions taken through Danske SMS Bank if, at the Customer's log-in to Danske SMS Bank, the Customer's authenticity was confirmed by correct Identification means. The Bank's liability with respect to the identification is limited to the verification of correctness of the Customer's Identification means and the Bank shall not be obliged to verify the Customer's identity by other methods.

5.3. In order to use Danske SMS Bank, the Customer must have a mobile phone. The Bank shall not provide the Customer with a mobile phone and shall not be liable in cases where the Customer was unable to use the Services because he did not have a mobile phone or the mobile phone was faulty. The Customer shall be responsible for the security and efficiency of software, hardware or other equipment used by the Customer.

5.4. The Bank shall not guarantee that the Customer's hardware will support the provision of relevant services of the Bank.

5.5. The Bank shall not be liable in cases where, due to failures or disruptions in electronic communications or telecommunications systems, or for other reasons beyond control of the Bank, the Customer was unable to use Danske SMS Bank, or the information transmitted to the Bank was lost or distorted.

5.6. The Bank shall not be liable for and shall not investigate mutual claims between mobile communication operators and the Customer.

6. AMENDMENTS TO THE AGREEMENT

6.1. The Bank shall be entitled to make amendments to the terms and conditions of the Agreement unilaterally.

6.2. The Bank shall notify of such unilateral amendments at least 60 (sixty) calendar days prior to the coming into force of such amendments according to the procedure established in the General conditions.

6.3. Should the Customer fail to submit, within 60 (sixty) calendar days from receipt of the notice of amendments, a

written request to terminate the Agreement, it shall be deemed that the parties have agreed on new terms, and the Customer shall have no right to subsequently make any objections and/or claims concerning such amendments. Should the Customer disagree with the unilateral amendments made by the Bank, the Customer may terminate the Agreement within the above period of time.

7. EXPIRY AND TERMINATION OF THE AGREEMENT

7.1. The Bank may terminate the Agreement at any time unilaterally informing the Customer 60 (sixty) calendar days prior the termination.

7.2. The Bank may stop the provision of the services immediately and, by giving a notice at least 5 (five) calendar days in advance, terminate the Agreement if the Customer is using the Bank's services provided through the Danske SMS Bank in violation of the conditions set by the Bank or intentionally performs unfair actions, which damages or may damage the functioning of the Bank's information systems..

7.3. The Customer may terminate the Agreement unilaterally by giving the Bank a written notice or in other agreed manner at least 5 (five) calendar days in advance subject to all the contractual obligations by the Customer are fulfilled.

7.4. The Agreement expires automatically, i.e. without separate notification, if Customer's all current accounts in the Bank are closed.

8. FINAL PROVISIONS

8.1. The Agreement concluded by any means of communication acceptable to the Bank (e. g. Danske eBank system) as well as any amendments and/or additions thereto and any notices sent by the parties by any means of communication acceptable to the Bank (e. g. Danske eBank) shall have the same legal effect as the agreements concluded at the Bank and/or delivered by hand.

8.2. Any matters not covered by this Agreement shall be governed by the General Conditions.

8.3. Any disputes arising from the Agreement shall be resolved in accordance with the General Conditions.

8.4. The Agreement shall be governed and interpreted in accordance with law of the Republic of Lithuania.

8.5. These Standard Terms and Conditions of Danske SMS Bank Agreement shall also apply to the Bank's customers that have concluded, by 30 June 2017, the Special Part of the Bank Account concerning the use of Danske SMS Bank. In such a case, any references to the Special Terms and Conditions in these Standard Terms and Conditions of Danske SMS Bank shall be deemed to be a reference to Special Part of the Bank Account concerning the use of Danske SMS Bank.