

UAB „CONTABILITA“ GENERAL TERMS AND CONDITIONS FOR LEGAL PERSONS

Effective from 15th of October, 2018

1. DEFINITIONS

The following terms, which are used in this T&C or any other herein referred document should have the following meaning:

- 1.1. **Account** - the result of registration in the computer system, during which personal data of the registered Client is saved, login name is assigned and the rights of the Client are defined.
- 1.2. **Agreement** – an agreement between the Client and Contabilita which includes the present General terms and conditions (T&C), any other conditions and documents (annexes, agreements, rules, declarations, etc.), including but not limited, to the information on the website of Contabilita, which are referenced in the present General Terms and Conditions.
- 1.3. **Client** – a legal person who has registered in the system of Contabilita and created an account.
- 1.4. **Contabilita** – UAB “Contabilita”, company code 303573008, with a registered office at A. Vivulskio g. 7, 03162, Vilnius, e-mail address info@mywpn.com, registered in the Register of Legal Entities of the Republic of Lithuania, drawn up in accordance with Lithuanian law. UAB Contabilita is issued with the electronic money institution license by the Board of the Bank of Lithuania, license number is 303573008, dated 2015.12.15. UAB Contabilita is supervised by the Bank of Lithuania located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. More information about the Bank of Lithuania is detailed by this link <https://www.lb.lt/en/>
- 1.5. **Services** – any services provided by Contabilita to the Client under this Agreement, including the service of issuance and redemption of electronic money.
- 1.6. **Computer System (Contabilita System)** – a software solution developed by Contabilita and used for the provision of services.

2. PROVIDED SERVICES

- 2.1. The Client account is the Account used for the Services of Contabilita:
 - 2.1.1. execution of payments;
 - 2.1.2. money transfers;
 - 2.1.3. money receiving;
 - 2.1.4. issuance and/or acceptance of payment instruments.

3. PRICES OF CONTABILITA SERVICES

- 3.1. Prices for the Services provided by Contabilita are stated in the annex to this T&C.
- 3.2. Unless otherwise indicated, prices of Contabilita Services are quoted in Euro.
- 3.3. Contabilita has the right to deduct the applicable prices from the Account of the Client where the payment operation has been performed. Prices will be charged when the transaction is

executed. If the Account balance is insufficient to cover the fees, Contabilita refuse to execute the payment.

3.4. Client's transactions may be subject to currency conversions. If the Client makes a payment from Account denominated in one currency to the Account denominated in another currency, the Client will be asked to either make the payment in the currency of Client Account or in another currency. If the Client chooses the currency of Account, then the recipient will pay the fee for the conversion into the currency of his or her Account. If the Client chooses the currency of the recipient's Account, the Client will pay the fee for the conversion into the currency of the payment. If the Client chooses a currency that is neither the currency of the Client's Account nor the currency of the recipient's Account then the Client will pay the fee for the conversion into the currency of the payment, and the recipient will pay the fee for the conversion of the payment currency into the currency of his or her Account. The currency exchange rates and fees are constantly updated and available [here](#).

3.5. The Client, having failed to pay Contabilita the remuneration for provided Services, at the demand of Contabilita must pay 0,02% interest for each day overdue.

4. COMMUNICATION BETWEEN THE PARTIES

4.1. This Agreement, all communication, and the prices information shall be announced in English. This Agreement shall be executed in English. The Client confirms that he accepts that all the communication, including the personal communication between Contabilita and Client, shall be executed in English unless parties agreed different.

4.1.1. Communication between Contabilita and the Client is possible by e-mail, telephone and mail (post).

4.2. Any communication between Contabilita and the Client shall take place primarily through e-mail.

4.3. The Client is entitled to get the information about this Agreement as well as the Agreement as itself in paper version or any other durable medium, in which Contabilita is able to provide such information without additional fees.

4.4. The information about these T&C is available on the Website of Contabilita as well as any important changes are delivered to the Client by following the terms set forth in these T&C.

5. ACCOUNT OPENING

5.1. In order to use the Services of Contabilita, the Client must open the Account by registering in Contabilita's system in accordance with the existing legislation of Lithuania. Contabilita has reserved the right not to open an Account without explanation.

5.2. The Client may open only one Account unless Contabilita approves the opening of additional Account.

5.3. All information provided by the Client during the signup process or any time thereafter must be accurate and truthful.

- 5.4. The Agreement shall enter into force and become valid indefinitely when the Client has been registered in the system, became acquainted with the terms of these T&C and expressed the consent to comply with these T&C and / or other applicable annexes.
- 5.5. Contabilita Account allows the Client to deposit, transfer, keep funds in the Account for transfers, local and international money transfers executions, contribution payments, also receive money to the Account, settle for goods and services, and perform other operations directly related to money transfers. All Contabilita services may only be used by Clients who have performed identification procedures in accordance with the rules established in the system of Contabilita.
- 5.6. Authentication data for accessing the Account are set by the Client. Authentication data shall refer to the login name – email address of the Client set on the application form and the password – exclusively determined by the Client. Contabilita shall not have access to the password, nor shall request it from the Client at any time.
- 5.7. Contabilita has the rights temporarily suspend the Client account according to general T&C with the law of the Republic of Lithuania and based on the activities carried on by the Client.
- 5.8. Electronic money issuance and redemption terms:
- 5.8.1. Contabilita having received funds the Client issues electronic money in nominal monetary value.
- 5.8.2. Contabilita, upon receipt of an application by electronic the Client, must redeem their electronic money in nominal monetary value.
- 5.8.3. The conditions for the redemption of electronic money, the period and all the additional remuneration related thereto shall be discussed in the separate agreement between Contabilita and the Client. The conditions for the redemption of electronic money are set out in the English language, easily understandable words, in a clear and understandable manner for the average consumer. The terms of this agreement must be communicated to the Client prior to the commitment of the contract or offer.
- 5.8.4. For the redemption of electronic money, an additional remuneration may be charged only if this is provided for in an agreement concluded between the Contabilita and the Client and only in the following cases:
- 5.8.4.1. it is being asked to redeem electronic money before the expiry of the term of the agreement;
- 5.8.4.2. the Client terminates the agreement before the expiry of the term specified in the agreement;
- 5.8.4.3. the redeeming of electronic money is requested more than one year after the expiration of the term of the agreement.
- 5.8.5. The remuneration for the redemption of electronic money shall correspond to the actual costs incurred by Contabilita.
- 5.8.6. When electronic money is requested to be redeemed before the expiry of the agreement, the Client may request the return of part or all of the monetary value of the electronic money.

- 5.8.7. When the Client applies for redeeming electronic money at the expiration of the term of the agreement or no more than one year from the expiration of the agreement, all monetary value of the electronic money held by the Client is redeemed.
- 5.8.8. When the Client submits an application for redeeming electronic money at the expiration of the term of the agreement or no more than one year from the expiration of the agreement, and the electronic money institution also executes one or more of the activities specified in clause 4 Paragraph 1 of Article 12 of the Law on electronic money and electronic money institutions of the Republic of Lithuania and it is not known in advance what part of the funds will be used as electronic money, all funds requested by the Client shall be redeemed.
- 5.9. Different conditions for the redemption of electronic money other than the ones stipulated in paragraphs 5.6.1-5.6.8 above may be established for contracts between Contabilita and the Clients.
- 5.10. Electronic money held on the Client Account is not a deposit and Contabilita does not, in any circumstances, pay any interest for electronic money held on the Client Account and does not provide any other benefits associated with the time period the electronic money is stored.

6. EXECUTION OF CLIENT'S ORDER

- 6.1. The execution of payment order inside the Contabilita's system is executed immediately (up to a few minutes unless the payment operation is suspended due to the cases set forth by these T&C or by applicable laws. The execution of payments outside the system of Contabilita are executed on the day of its reception, or, if the moment of reception of the payment order is not a business day, then payment order is executed on the nearest business day.
- 6.2. Payment orders submitted by the Client shall comply with the requirements for submission of such payment order and/or content of the payment order set by the legal acts or by Contabilita. Payment orders submitted by the Client shall be formulated clearly, unambiguously, shall be executable and contain clearly stated will of the Client. Contabilita does not undertake responsibility for errors, discrepancies, repetitions and/or contradictions in payment orders submitted by the Client, including but not limited to, the correctness of requisites of the payment order submitted by the Client. If the Payment order submitted by the Client does not contain enough data or contains deficiencies, Contabilita, regardless of the nature of deficiencies in the payment order, can refuse to execute such payment order, or execute it in accordance with data given in the payment order.
- 6.3. Contabilita has the right to refuse to execute the payment order in case of a reasonable doubt that the payment order has been submitted by the Client or an authorized representative of the Client, payment order or the submitted documents are legitimate.
- 6.4. The Client shall ensure a sufficient amount of money in a relevant currency on his/her Account to execute the payment order.
- 6.5. Before executing the payment order submitted by the Client, Contabilita has the right to demand from the Client documents which prove the legal source of money related to the

payment order. In case the Client does not submit such documents, Contabilita has the right to refuse to execute the payment order of the Client.

- 6.6. If money transferred by the payment order is returned due to reasons beyond the control of Paysera (inaccurate data of the payment order, the account of the recipient is closed, etc.), the returned amount is credited to the Account of the Client. Fees paid by the payer for the payment order execution are not returned, and other fees related to the returning of money and applied to Contabilita can be deducted from the Account of the Client.
- 6.7. If the Client notices any suspicious activity on his account and thinks that third persons may have logged in to the system for using the Services, the Client shall:
 - 6.7.1. immediately inform Contabilita thereof and request to block the Client's account;
 - 6.7.2. in order to continue to use the account, the Client shall change the password, use other additional account confirmation instruments or use safer instruments and delete unsafe additional login confirmation instruments from his.
 - 6.7.3. The Client is responsible for the safety of devices used to log in to the Account, shall not leave them unattended, in public places or otherwise easily accessible to third persons.
 - 6.7.4. Contabilita is entitled to block the funds collected on the Client's account as follows:
 - 6.7.5. Contabilita has a suspicion that the funds collected on the Client's Account are intended for the commitment of a crime, resulted from the crime or participation thereon;
 - 6.7.6. if there is a suspicion that an unauthorized payment transaction was carried out through the Client's account;
 - 6.7.7. the Client is in a delay in discharging its obligations under this Agreement;
 - 6.7.8. the Client is using Contabilita Services and fraudulent acts have been proved on the Client's side or criminal proceedings are initiated against the Client or if actions of the Client fail to comply with the rules of Contabilita banking partners and such conduct may cause Contabilita a damage.
- 6.8. In cases where the Client proves that he ensure that all security measures were taken, there is no suspicion of fraudulent actions by the Client and the payment order was executed without the authorization of the Client, Contabilita without any delay shall return the money to the Client Account except the case set forth in clause 8.7 of these T&C.

7. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 7.1. 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 present Agreement, and not transfer it to third parties without a written consent from the other Party or its legal representatives.
- 7.2. The confidentiality obligations shall not apply to information that:
 - 7.2.1. is or becomes public knowledge through no action or fault of the other party;

- 7.2.2. is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party;
- 7.2.3. either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential.
- 7.3. Issues of protection of the Client's personal data are regulated by the **"Privacy policy"**, which are publicly available on Contabilita website and the Client has read it and undertakes to observe.

8. LIABILITY OF THE PARTIES

- 8.1. Contabilita and the Client shall follow the principles of justice, intelligence, and honesty in their mutual relationships.
- 8.2. The parties are liable for the default of their obligations or improper performance of obligations.
- 8.3. Contabilita is liable only for the direct losses incurred by the Client as the results of Contabilita's actions.
- 8.4. Contabilita is not liable:
- 8.4.1. for the third parties' mistakes or errors.
 - 8.4.2. for the indirect losses incurred by the Client.
 - 8.4.3. for the damages incurred by the Client due to the exchanges of currency.
- 8.5. The Client shall be liable for all claims, expenses, fines and liability Contabilita incurs arising out of:
- 8.5.1. chargeback, refund, money transfer error, or other invalid money transfer the Client cause;
 - 8.5.2. any error, negligence, misconduct or fraud by the Client or someone acting on the Client's behalf;
 - 8.5.3. any losses resulting from Client's failure to comply with the terms of these T&C.
- 8.6. If the Client denies authorizing the payment operation which has been authorized or states that the payment operation has been executed improperly, Contabilita is obliged to prove that the authenticity of the payment operation has been confirmed, it has been registered properly and recorded into accounts, and it has not been affected by any technical or any other glitches.
- 8.7. The Client bears all the losses that have arisen due to unauthorized payment operations for the amount of up to 50 (fifty) Euros if these losses have been incurred due to:
- 8.7.1. usage of a lost or stolen payment instrument;
 - 8.7.2. illegal acquisition of a payment instrument if the Client had not protected personalized security features (including identity confirmation instruments).

9. AMENDMENTS AND CHANGES OF T&C

- 9.1. Contabilita is entitled to change unilaterally these T&C, applicable prices and fees and / or other terms of Services.
- 9.2. Contabilita is obligated to inform the Client about the changes of these T&C, applicable prices and fees and / or other terms of Services that make the Client's situation difficult at least 60 (sixty) calendar days before such changes will enter into force.
- 9.3. Contabilita notifies the Client about the changes of these T&C, applicable prices and fees and / or other terms of Services by publishing the information on <https://www.mywpn.com> and / or by post and / or by electronic messages sent to the Client.
- 9.4. If no objection notice is received by Contabilita within the stipulated time frame, the Client is deemed to have accepted the changes.
- 9.5. The Client has the right to terminate this Agreement with immediate effect at any time and without charges after receiving the information about changes and before any changes stipulated in provided information becomes effective.
- 9.6. Contabilita has the right to change these T&C, applicable prices and fees and / or other terms of Services due to important reasons and without the informing about that within the time frames as specified in point 10.2. of these T&C. In such cases, Contabilita shall notify the Client immediately about the changes of Services by publishing the information on <https://www.mywpn.com> and / or by post and / or by electronic messages sent to the Client. In such case, the Client is entitled to terminate this Agreement immediately by informing Contabilita immediately about the termination of this Agreement in writing or in other manner agreed between Contabilita and the Client.
- 9.7. If the Client does not use his right to terminate this Agreement in accordance with the clauses 10.5 or 10.6 of these T&C, the Client shall be deemed as accepted the changes to these T&C, applicable prices and fees and / or other terms of Services made.

10. TERM AND TERMINATION

- 10.1. This Agreement may be terminated as follows:
 - 10.1.1. by mutual agreement between parties;
 - 10.1.2. upon the expiration of the period for which this Agreement was concluded, if the Agreement was concluded for a definite period;
 - 10.1.3. upon expiry of Contabilita license to provide the Services;
 - 10.1.4. by the termination notice is given by one of the parties for any of the reasons specified below.
- 10.2. Contabilita shall be entitled to terminate this Agreement with the effect from the date of delivery of a termination notice to the Client if:
 - 10.2.1. no transaction is made on the Client Account by the Client over a period of 6 (six) months;
 - 10.2.2. the Client breaches the Agreement or acts in contradiction with these T&C, and fails to provide a remedy within the time limit specified by Contabilita;
 - 10.2.3. the Client has unpaid liabilities towards Contabilita;

- 10.2.4. the information provided by the Client and used in this Agreement proves to be untrue, incomplete, inaccurate, and incomprehensible;
- 10.2.5. the fraudulent actions of the Client was proved in relation to usage of the Client's account or a criminal prosecution has been initiated for the fraudulent actions of the Client.
- 10.3. The Client shall be entitled to terminate this Agreement with Contabilita in writing with effect from the date of delivery of termination notice to Contabilita if:
 - 10.3.1. Contabilita repeatedly and grossly violates this Agreement;
 - 10.3.2. Contabilita loses its license to provide the Services.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

- 11.1. These T&C is drawn up in accordance with the law of the Republic of Lithuania. Relationships not covered by these T&C are governed by the applicable legal regulations.
- 11.2. The Client may submit any claim or complaint regarding services of Contabilita by sending a notification via email by address info@mywpn.com, calling the Client support center by telephone +370 694 55 544 or sending a notification via the Account.
- 11.3. The Client can submit a complaint specifying Client's name, contact details, relevant information, which would indicate why the Clients reasonably believes that Contabilita violated the legal rights and interests of the Client while providing the Services. The Client can add other available evidence that justifies the need for such a complaint.
- 11.4. Upon receipt of a complaint from the Client, Contabilita confirms receipt of the complaint and indicates the time limit within which the reply will be submitted. In each case, the deadline for submitting a reply may vary as it directly depends on the extent and complexity of the complaint filed, but Contabilita will make the maximum effort to provide the response to Client within the shortest possible time, but not later than 30 (thirty) calendar days.
- 11.5. If Contabilita is not capable to provide the answer to the complaint of the Client within the time period specified in the clause 11.3, Contabilita shall inform the Client about the reasons and indicate the time period in which the answer shall be provided.
- 11.6. If the Client would like to contact Contabilita for any other reason connected to these T&C than described above, the Client may contact Contabilita via in-app support or email by address info@mywpn.com.
- 11.7. In case if the dispute cannot be settled through negotiations or through the Bank of Lithuania, disputes shall be solved in the courts of the Republic of Lithuania in accordance with the procedure set forth by the laws of the Republic of Lithuania.

12. FINAL PROVISIONS

- 12.1. Contabilita and the Client are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other.

- 12.2. The Client may not transfer or assign any rights or obligations he may have under this Agreement without Contabilita's prior written consent. Contabilita reserves the right to transfer or assign this Agreement and all rights or obligations under this Agreement without notice and without Client's consent. The foregoing does not apply if either party changes its corporate name or merges with another corporation.
- 12.3. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 12.4. Neither party shall be liable for any economic loss, delay or failure in performance of any part of this Agreement to the extent that such loss, delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirements, civil and military authority, Act of God, civil unrest, unavailability of public internet, hacking or distributed DoS attacks, inability to secure materials or labor, termination of vital agreements by third parties, action of the other party or any other cause beyond such party's reasonable control.
- 12.5. In the event, the force majeure circumstances last longer than three (3) months, either party is entitled to terminate this Agreement with a written notice of immediate effect.
- 12.6. This Agreement including all Schedules and other documents referred to herein represents the entire agreement of the parties in relation to its subject matter. Each party acknowledges that it has entered into this Agreement in reliance only on the representations, warranties, promises, and terms contained in this Agreement and, save as expressly set out in this Agreement, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.