

**AGREEMENT ON THE USE OF THE MAINIBAN SYSTEM  
(FOR ACCOUNT HOLDERS)**

1. The present Agreement is concluded between the Client and Paysera LT. With the present Agreement Paysera LT provides the Client with the possibility to use the MainIBAN system, accessed at the address mainiban.com, where the Client can link his/her phone number with his/her Payment account.

**2. Main concepts of the Agreement**

2.1. *Paysera LT* – UAB "Paysera LT" (legal person code 300060819, headquarters at Mėnulio st. 7, Vilnius) which administrates the MainIBAN system.

2.2. *Agreement* – the Agreement on the use of the MainIBAN system.

2.3. *MainIBAN system* – a system where Clients can link their phone numbers with their own payment accounts only, and where Providers of payment services can receive the Clients' data, which is necessary for the execution of a payment operation.

2.4. *Client* – a natural or legal person using the MainIBAN system.

2.5. *IBAN* (international bank account number) – an international format of a bank account number which is used by Payment service providers to credit funds to a recipient account. It is used to execute both international and local money transfers.

2.6. *Payment account* – an account of the Client at a bank, electronic money system or another financial institution, to which the Client can receive payments and which is in the IBAN format.

2.7. *Payment service provider* – a financial institution providing payment services, which executes a payment order to the Recipient on behalf of the Payer.

2.8. *Payer* – a natural or legal person who initiates a payment from his/her account.

2.9. *Recipient* – a natural or legal person the payment is addressed to.

**3. The MainIBAN System and Its Operation**

3.1. The MainIBAN system allows the Client to link his/her phone number with his/her Payment account.

3.2. Such association of the account with the phone number allows the Client to receive a payment to his/her Payment account by the Payer indicating only the phone number of the recipient (Client).

3.3. In order to link his/her phone number with the Payment account, the Client shall register in the MainIBAN system, provide his/her data (section 4 of the Agreement) and confirm his/her phone number. The account may also be linked by transferring personal data and submitting the consent to the personal Payment service provider.

3.4. A phone number is confirmed by sending an activation code via SMS. The received code shall be submitted to the MainIBAN system or the personal Payment service provider's system.

3.5. The data for the execution of a payment order are transferred to the Payment service provider via a safe encrypted channel, using the interface of Paysera LT and the Payment service provider.

3.6. The list of Payment service providers who have joined the MainIBAN system can be found at [www.mainiban.com](http://www.mainiban.com).

#### **4. Collected Data**

4.1. When linking his/her phone number with the Payment account in the MainIBAN system, the Client shall provide the following personal data:

4.1.1. if the Client is a natural person: name, surname, date of birth (optional), citizenship and/or the country of residence, phone number, Payment account number and currency(-ies) of the account (if not indicated, it is considered that the currency of the Payment account is euro);

4.1.2. if the Client is a legal person: name of the legal person, legal person code, address of the headquarters, phone number, Payment account number and the currency(-ies) of the account.

4.2. The data provision is requisite for the appropriate implementation of the present Agreement and payment orders by a phone number.

#### **5. Aim of Data Processing, Storage Period**

5.1. The data of the Client are collected and processed with the following aim: linking the payment account of the Client with his/her mobile phone number. The basis for data processing: data processing is required in order to implement the agreement, the party of which is the data subject.

5.2. Data are stored in the system until the Client cancels the registration of his/her data in the MainIBAN system (termination of the business relationship with the person).

## **6. Data Recipients**

6.1. Paysera LT commits to provide the data of the Client to the Payment service provider, who has linked his/her system with the MainIBAN system. The data are provided for the purpose of execution of a payment order submitted by the Client.

6.2. The Payment service provider may display the data of the Client in the account statement of the Payer and / or payment confirmation window prior to sending the payment.

6.3. The MainIBAN system also creates the possibility to check whether a specific phone number is linked to any Payment account (without indicating a specific Payment account or other detailed information).

## **7. Rights and Obligations of the Client**

7.1. The Client, using the MainIBAN system, shall:

7.1.1. provide accurate data requested by the MainIBAN system;

7.1.2. update his/her data in a timely manner;

7.1.3. use the MainIBAN system for fair purposes and not to use the MainIBAN system for illegal activities;

7.1.4. use the MainIBAN system only under his/her own name.

7.2. The Client has the right to:

7.2.1. unlink his/her phone number from the Payment account or change the linked Payment account and/or phone number at any time;

7.2.2. update, amend, delete or correct the data at any time;

7.2.3. remove registration from the MainIBAN system at any time.

7.3. The Client can view his/her personal data processed by Paysera LT in the MainIBAN system, and thus can amend or correct them him/herself; the Client can also provide updated data to his/her Provider of payment services. In amending the phone number, the Client shall link the new phone number under the procedure described in clauses 3.3 and 3.4.

7.4. When deleting any of the data indicated in clause 4.1 without updating it, or when providing inaccurate or incorrect data or failing to update the data in a timely manner, the Client undertakes the risk that he/she may not receive a payment or a payment may be credited to another recipient.

## **8. Prices, Settlement**

8.1. The service shall be provided to the Client free of charge.

8.2. Paysera LT reserves the right to start charging a fee for using the MainIBAN system at any time. Paysera shall inform the Client about starting to charge for using MainIBAN, the price for the services and the payment procedure 60 (sixty) days prior to enabling the prices.

## **9. Liability of Parties and Its Limitation**

9.1. Paysera LT shall not hold any responsibility for payments not received by Clients, also for the accuracy of data provided to Payment service providers. Paysera LT transfers only the data which have been provided by the Client him-/herself or by the Payment service provider on behalf of the Client.

9.2. The Client shall hold the responsibility for providing accurate data and shall undertake any risk related to the provision of inaccurate data or failure to update or delete the data in a timely manner.

9.3. Paysera LT shall be liable only for direct losses which have been incurred due to the fault of Paysera LT and which are related to correspondence between the data transferred to Paysera LT and the data in the MainIBAN system, and also for the safety of the data stored in the MainIBAN system.

9.4. Paysera LT is exempt from liability for failure to fulfill the obligations provided it is proven that the obligations have not been fulfilled due to force majeure circumstances. The exemption from liability is valid until the force majeure circumstances exist. Paysera shall inform about occurrence of such circumstances immediately.

## **10. Validity of the Agreement**

10.1. The present Agreement is confirmed (comes into force) by the Client logging in to the MainIBAN system and is valid for an indefinite period of time.

10.2. The Client has the right to terminate the Agreement at any time by removing the registration from the MainIBAN system.

10.3. Paysera LT has the right to terminate the present Agreement or limit the usage of the services, if: the Client provides incorrect, inaccurate or incomplete data; the Client does not update the data in a timely manner, the Client abuses the MainIBAN system, acts under the name of another person or otherwise violates the present Agreement.

10.4. Paysera LT has the right to amend the Agreement at any time, and such amendments come into force from the moment of their publishing on the MainIBAN website at the address [mainiban.com](http://mainiban.com).

## **11. Concluding Provisions**

11.1. Disputes regarding failure to execute the present Agreement or inappropriate execution of the present Agreement shall be solved through negotiations between the Parties; in case of failure to reach an agreement – under the procedure set by the legislation of the Republic of Lithuania. Jurisdiction is determined according to the registered headquarters of Paysera LT.

11.2. The present Agreement has been concluded, is subjected to and shall be interpreted under the law of the Republic of Lithuania.

11.3. Names of sections and articles are intended only for convenience of Parties and cannot be used in interpreting the provisions of the Agreement.

11.4. If any provision of the present Agreement is declared invalid, the remaining provisions of the Agreement continue in full force.