

AGREEMENT ON THE USAGE OF 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 MainIban system, accessed at the address mainiban.com, where the Client can link his/her phone number with his/her Payment account.

2. Definitions of Main Terms in the Agreement

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

2.2. Agreement – Agreement on the usage of MainIban system.

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

2.4. Client – a natural or legal person who is using MainIban system.

2.5. IBAN (international bank account number) – international bank account number format which is used by Providers of payment services to credit funds to the 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. Provider of payment services – 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 who the payment is addressed to.

3. MainIban System and It's Operation

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

- 3.2.** Such linking 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 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 a consent to the personal Provider of payment services.
- 3.4.** The phone number is confirmed by sending an activation code by SMS. The received code shall be entered in the Mainiban system or a system of the personal Provider of payment services.
- 3.5.** Data for execution of the payment order are transferred to the Provider of payment services via a safe encrypted channel, using the interface of Paysera LT and the Provider of payment services.
- 3.6.** The list of Providers of payment services who have joined Mainiban system can be found at www.mainiban.com.

4. Collected Data

- 4.1.** When linking his/her phone number with the Payment account in 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.** Provision of data is requisite for appropriate execution of the present Agreement and payment orders by the phone number.

5. Aim of Data Processing, Storage Period

- 5.1.** Data of the Client are collected and processed with the following aim: linking the payment account of the Client with the phone number.

5.2. Data are stored in the system till the Client removes registration of his/her data from Mainlban system.

6. Data Recipients

6.1. Paysera LT commits to provide data of the Client to the Provider of payment services, who has linked his/her system with Mainlban system. Data are provided for purposes of execution of the payment order submitted by the Client.

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

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

7. Rights and Obligations of the Client

7.1. The Client, using Mainlban system, shall:

7.1.1. provide accurate data requested by Mainlban system;

7.1.2. timely update his/her data;

7.1.3. use Mainlban system for fair purposes and do not use Mainlban system for illegal activities;

7.1.4. use Mainlban 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 data at any time;

7.2.3. remove registration from Mainlban system at any time.

7.3. The Client can see his/her personal data processed by Paysera LT in Mainlban system, and thus can amend or correct them him/herself; the Client can also provide updated data to his/her Provider of payment services. When 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, providing inaccurate or incorrect data or failing to update data timely, the Client undertakes the

risk that the Client may not receive a payment or a payment may be credited to the account of another recipient.

8. Prices, Settlement

- 8.1.** The service is provided to the Client free of charge.
- 8.2.** Paysera LT reserves the right to start charging for using Mainlban system at any time. About starting to charge for using Mainlban, the price for services and the payment procedure Paysera shall inform 60 (sixty) days before the prices come into effect.

9. Liability of Parties and Its Limitation

- 9.1.** Paysera LT does not hold the responsibility for payments which Clients do not receive, and also for accuracy of data provided to Providers of payment services. Paysera LT transfers only the data which have been provided by the Client him/herself or by the Provider of payment services on behalf of the Client.
- 9.2.** The Client holds the responsibility for accuracy of data provided by him/her and undertakes all the risks related to provision of inaccurate data and failure to timely update or destroy it.
- 9.3.** Paysera LT holds the responsibility only for direct loses 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 Mainlban system, and also for safety of data stored in Mainlban system.
- 9.4.** Paysera LT is exempt from liability for failure to fulfill obligations if it proves that obligations have not been fulfilled due to force majeure circumstances. Exemption from liability is valid till 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) after the Client logs in to Mainlban 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 registration from Mainlban system.

10.3. Paysera LT has the right to terminate the present Agreement or limit usage of services if: The Client has provided incorrect, inaccurate or incomplete data, the Client has not updated data in time, the Client abuses Mainlban 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 Mainlban website at the address mainiban.com.

11. Concluding Provisions

11.1. Disputes regarding failure to execute the present Agreement or inappropriate execution of the present Agreement are solved through negotiations between the Parties; in case of a failure to negotiate – 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 when interpreting 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.