

TERMS OF ISSUANCE AND MANAGEMENT OF PAYMENT CARDS

Effective as of 20 December 2011

Basic Definitions

Bank	Danske Bank A/S Lithuania Branch (having its registered office at Saltoniškiu St. 2, LT-08500 Vilnius, the Republic of Lithuania, reg. No. 301694694, VAT No. LT100003997312, data is stored with the Register of the Legal Entities), acting on behalf of the Danske Bank A/S (reg. No. 61126228, having its registered office at Holmens Kanal 2-12, DK-1092 Copenhagen, the Kingdom of Denmark, data is stored in the Danish Commerce and Companies Agency).
ATM	A cash dispenser, wherefrom the Card Holder may withdraw cash by inserting the Card and entering the correct PIN code. The Banks' price list of services and transactions.
Price List	
Client	The owner of the Account, specified in the Bank account agreement, who has concluded the Agreement with the Bank.
Card	An electronic payment card issued by the Bank („Maestro“, „Visa“, „Visa Classic“, „MasterCard Standard“, „Visa Gold“, „MasterCard Business“, „MC Corporate Classic“, „MC Corporate Gold“, „MC Corporate Platinum“ or another payment card issued by the Bank).
Card Holder	The natural person, to whom the Bank has issued the Card for the management of the Client's Account. The Client and the Card Holder may coincide or differ.
PIN code	A code, according to which the Bank identifies the Card Holder.
Terms	These Terms of Issuance and Management of Payment Cards. The Terms shall be the inalienable part of the Agreement.
Account	The account opened in the name of the Client and associated with the Card on the basis of the Agreement or other agreements with the Bank.
Agreement	The bank account agreement concluded between the Client and the Bank.

Any singular words of the Terms may have a plural meaning and vice versa, if necessary according to the context.

Opening of Account

- Having concluded the Agreement with the Client and received all requisite documents, the Bank shall open the Account in the name of the Client and issue the Card.
- The Bank shall confer the right to manage the Account by means of the Card to the Client and in cases provided for in the Agreement – to the Card Holder specified by the Client.
- Should the Client submit an application for issuance of the Card to a third person (Card Holder), he shall make the latter familiar with the terms of the Agreement (including these Terms) and shall remain liable for the compliance thereof.

Issuance, Validity and Renewal of the Card

- When issuing of the Card, the Bank shall provide the Card Holder with a PIN code. The Client undertakes not to use the Card issued in the name of the Card Holder and is liable for the disclosure of PIN until the moment the envelop containing the PIN code is delivered to the Card Holder.
- The Card may be used where „Visa“, „MasterCard“ and „Maestro“ may be serviced for the payment for goods and (or) services and withdrawal of cash from ATM in Lithuania and abroad.
- The Card shall remain effective until the last day of the year and the month specified on the Card.
- Should the Client fail to notify the Bank about his intentions to terminate the Agreement or cease the use of the Card within a period of 1 (one) month prior to the expiry of the Card's term, the Bank shall produce a new Card within a period of 2 (two) weeks prior to the expiry of the Card's term and deduct the Card renewal fee from the Account or other accounts of the Client held in the Bank. The new Card shall be delivered to the Client upon arrival at the Bank.
- In case the Bank has stopped the production of the Cards identical to the Card, which term has expired/expires (including any improvements of the technical standards of the Card), the Bank shall be entitled to renew and issue the Card of the same type (debit or credit) with as similar application options as possible, as the one expired/expiring.
- Should the Client fail to take a new or renewed Card from the Bank within a period of 6 (six) months, the Bank shall be entitled, but not obliged, to destroy the Card and envelop with the PIN code, to transfer the balance of the Account into another bank account of the Client held with the Bank, if any, and to close the Account. In such case, the Bank shall also be entitled to keep the Card issuance or renewal fee.
- Should the Account have no effective or active Card for a period exceeding 6 (six) months, the Bank shall be entitled, but not obliged, to close the Account and to transfer the balance thereof into another bank account of the Client, held with the Bank, if any, without a separate request of the Client.
- The Bank shall be entitled not to renew the Card without a separate request of the Client, provided that:

- There were no transactions carried out in the Account for a period exceeding 1 (one) calendar year;
- The balance of the Account is not sufficient to cover the Card renewal fee.
- The Card Holder shall have no right to use the Card upon expiry of the term thereof or upon the lack of the funds in the Account to carry out a payment order.
- The Client undertakes to return the Card to the Bank upon expiry of the term thereof, upon the termination of the Agreement and (or) upon the refusal of the Card Holder to use the Card. Should the Client fail to return the Card upon the termination of the Agreement and (or) upon the refusal of the Card Holder to use the Card, irrespective of the unexpired term of the Card, the Card shall be considered to be lost and shall be blocked, and the Card blocking fee specified in the Price List shall be charged.
- The termination of the Agreement or closing of the Account shall not exempt either the Client, or the Card Holder from the obligation to cover all and any indebtedness to the Bank arising from the use of the Card. The Client shall notify the Bank on closing of the Account in writing in advance not later than 30 (thirty) calendar days.

Transactions with the Card and Credit Limits

- Only the Card Holder, whose name and surname are specified on the Card and who has duly signed the latter, shall be entitled to use the Card and carry out any transactions therewith.
- When paying with the Card for goods or services or withdrawing cash from the Bank, the Card Holder shall sign a document providing evidence of the transaction carried out with the Card or enter the PIN code, if necessary. It is required to enter the PIN code before withdrawing cash from ATM.
- Before signing of a document providing evidence of the transaction carried out with the Card or entering of the PIN code, providing of data of the Card (name, surname of the Card Holder, Card's number, expiry date and CVV2/CVC2 code of the Card) to the provider of goods or services, who meets the requirements of „Visa“ and „MasterCard“ associations, or at the moment of validating online payment orders, the Card Holder shall check the entries of the document carefully. By signing, entering of the PIN code or submitting the data of the Card to the provider of goods or services, who meets the requirements of „Visa“ and „MasterCard“ associations (hotels, lessors, websites, other), the Card Holder validates the payment document (payment order).
- The Card Holder shall keep the documents providing evidence of the transactions carried out with the Card until the Bank issues a monthly account statement, if any, to the Client. When paying with the Card for goods and (or) services, the Card Holder shall submit a personal identification document (unless, the payment is carried out online), if requested by a third party.
- If the withdrawal of cash from ATM is subject to the commission fee, the amount of the latter is taken into account prior to carrying out of this transaction. If the balance of the Account after the completion of the said transaction shall not be sufficient to cover the commission fee, such transaction shall not be carried out.
- The Client shall be liable for all the transactions performed/payment liabilities undertaken by using the Card or data of the Card, where the payment for goods/services or validation of the cash withdrawal requires the PIN code granted to the Card Holder or data of the Card, also for the accuracy of the submitted orders for transactions and other information. The Card Holder's orders for transactions given to the Bank shall have the same legal force as those of the Client. The Client shall be liable to the Bank for the payment of all and any amounts for the transactions carried out by the Card Holder.
- Having submitted a payment order to the Bank, the Client and the Card Holder shall not be able to dispose and use the amount of money necessary to carry out the payment order and cover the Bank's fees for this transaction (if any); this amount shall be reserved in the Account until the funds are deducted. The Bank shall revoke the reservation if the provider of goods/services fails to notify the Bank of the deduction of funds within a period of 20 (twenty) calendar days as of the day of reservation. In certain cases specified by „Visa International“ and „MasterCard WorldWide“ it is allowed to carry out payment orders and/or withdraw money by using the Card without checking the balance of the Account; in such case, these funds shall not be subject to reservation on the Account, however the Client and the Card Holder shall be subject to all restrictions specified above as to disposition and use of these funds, and should the balance on the Account at the moment of a transaction be exceeded, the Client shall cover the amount of excess to the Bank immediately.
- Should the payment order be carried out in euro and the Account of the Card is in litas, the Bank shall convert the transaction amount into litas according to the non-cash sale rate set by the Bank on the day the funds are deducted. Should the payment order be in another foreign currency (except for euro), and the Account of the Card is in litas, the transaction amount shall be converted into the transaction currency, and subsequently into euro according to the currency exchange rate valid for „MasterCard WorldWide“ or „VISA International“ on the day of a certain transaction, which, in turn, is set according to the currency exchange rate published by the Central Bank, „Bloomberg“, „Reuters“ and other establishments on that day, and the Bank shall convert the final amount in euro into litas according to the non-cash sale rate set by the Bank on the day the funds are deducted.
- The Card statements shall indicate the currency exchange rate, which was used to convert the payment amount: amount in the Account currency/amount in the transaction currency.
- The Bank shall be entitled to refuse to carry out the payment order provided that the latter is incompatible with the legislation and (or) terms of the Agreement and (or) Bank's requirements.
- The Bank shall be entitled to set daily/monthly limits for the transactions carried out with the Card. Should the Card Holder exceed these limits, the Bank shall reject payment orders submitted by means of the Card.
- The Bank shall be entitled to limit the payments with the Card, taking into account any risk factors related to unlawful use of data of the Card.
- The Bank shall be entitled to suspend the use of the Card on a temporary basis due to significant reasons (technical prophylactic, software replacement, etc.).

Obligations of the Card Holder Related with the Safe Use of the Card

28. The Card Holder undertakes:
- 28.1. To sign the Card in specified signature box prior to commencement of the use of the Card;
 - 28.2. to memorise the PIN code, not to write it down on the Card, notebook, paper or any other belongings, not to enter it in the mobile phone, to keep it in secret and not to disclose it to any third parties and to destroy the envelop with the PIN code. The PIN code is a classified information, therefore the Client and the Card Holder shall be liable for the disclosure of the PIN code and for all and any transactions carried out using the PIN code;
 - 28.3. To keep the Card in safe manner so that other persons could not use the Card and/or information indicated on the magnetic stripe of the Card;
 - 28.4. Not to give the Card to any third parties, not to transfer it otherwise or make it possible for others to use the Card;
 - 28.5. Not to send the Card (-s) by post;
 - 28.6. Not to leave the Card in ATM;
 - 28.7. to safekeep the Card like money, cheques and other valuables;
 - 28.8. To take all other actions necessary to protect the personalized safety attributes of the Card;
 - 28.9. To prevent the Card from high temperature, water, damage and electromagnet field;
 - 28.10. To carry out the transactions with the Card in accordance with the requirements set forth by the Agreement, Terms and valid legislation;
 - 28.11. Upon learning about the loss, theft or unlawful acquisition of the Card or unauthorized use of its data or personalized safety attributes, to notify the Bank immediately thereof according to the procedure established by Clause 30.
29. The non-conformity with any obligations listed in Clause 28 hereof shall be deemed to be a gross negligence of the Card Holder, unless the Card Holder proves the contrary.

Loss of the Card and Declaration of its Invalidity

30. Should the Card Holder lose the Card or believe that the PIN code (-s) has been disclosed to third parties, or notices any unlawful transaction with the Account, or given there are other circumstances listed in Clause 28.11 hereof, and (or) should the Client or the Card Holder wish to refuse the Card or to restrict the use thereof for any other reasons whatsoever, he shall inform the Bank thereof immediately during business hours of the Bank in Lithuania by phone 1636 or by contacting at any time UAB First Data Lietuva by phone + 370 5 233 11 99 or by arriving at the nearest branch office of the Bank. During a phone conversation, the Card Holder shall be asked to indicate his name, surname, date of birth, number of the Card, and password and to respond to other questions necessary to identify the Card Holder. Upon arrival at the branch office of the Bank, the Card Holder shall be asked to submit a written report in the form as approved by the Bank stating the reasons for blocking of his Card or circumstances of unlawful transactions carried out with the Account. The Card shall not be used and shall be blocked subsequent to the submission of a report, whose content is specified above, by any means listed above. The Bank shall be entitled to charge the Client for blocking of his Card in accordance with the Price List.
31. Should the Card Holder believe that the Card has been lost, stolen or unlawfully obtained, or the Card or its personalized safety attributes have been used without authorization, he shall notify the police thereof or another law enforcement authority immediately.
32. Should the Card Holder leave the Card in ATM, the Card shall be deemed lost. The Card Holder shall inform the Bank thereof by means listed in Clause 30 above. The Card shall be blocked subsequently.
33. On the basis of the report submitted by the Card Holder or the Client in accordance with the terms listed in Clause 30 above, the Bank shall block the Card. At the written request of the Client in the form as approved by the Bank, the blocked Card may be replaced with a new Card upon payment of a fee specified in the Price List.
34. Should several Cards be associated with one Account, the Bank, having received a report in accordance with the terms of Clause 30 above, shall block only the Card, which is specified in the report without prejudice to any other Cards.
35. The blocking of the Card shall not be considered to be the termination of the Agreement. Should the Card be found after the submission of the report in accordance with the terms of Clause 30 above, the Card shall not be used anymore and must be returned to the Bank.
36. Should the Card Holder enter a false PIN code 3 (three) time in a row, the Card shall be blocked. The Card Holder shall inform the Bank about these circumstances by any means listed in Clause 30 above. Should the PIN code be blocked, a new PIN code shall be granted to the Client together with a new Card.
37. The Bank shall be entitled:
- 37.1. to block the Card, terminate the Agreement, close the Account, deduct the debt from other accounts of the Client held in Bank unilaterally and to convert the requisite amount according to the currency purchase rate set by the Bank on that day, provided that:
 - 37.1.1. the Client has failed to cover the outstanding liabilities of the Account within a period of 75 (seventy-five) calendar days, when the credit limit has not been issued by the Bank;
 - 37.1.2. the Bank has issued a credit limit and the Client has failed to cover the used/exceeded credit limit or a part thereof in accordance with the terms of the Credit Limit Agreement;
 - 37.1.3. The Client and (or) the Card Holder has failed to comply with the provisions of the Agreement and (or) the Terms.
 - 37.2. To block the Card unilaterally provided that the Bank suspects any unlawful operations with the Card or unlawful transactions with the Account.
 - 37.3. To block the Card or to reserve the amount on the Account and (or) other Client's accounts held in the Bank, which is deemed to have been received by the Client or the Card Holder groundlessly (due to a technical error) unilaterally. The reserved amount shall not be available until the clarification of the circumstances related with such groundless receipt of funds. Should it become clear that the Client or the Card Holder has received the amount specified in this clause without justification, the Bank

shall be entitled to deduct this amount from the Account (-s) and (or) other Client's accounts held in the Bank.

Fees

38. The Client shall be subject to the Bank's fees for issuance of the Card, service of the Card, carrying out of transactions and other services of the Bank according to the Price List valid on the day of a specific transaction or service. The Bank shall be entitled to charge special rates for the Bank's services and transactions provided that the Client's employer and the Bank have concluded the agreement for the transfer of the salary into the accounts of payment cards. The Client may not be subject to the special rates of the Bank's services and transactions provided that the Client does not work for the company/agency/organization, which has concluded a contract with the Bank for the transfer of the salary into the accounts of payment cards, or the said contract has been terminated. The Client's employer shall be responsible for the notification of the Client about any changes in the terms of the contract for the transfer of the salary into the accounts of payment cards.
39. All and any fees under the Agreement shall be deducted from the Account or other Client's accounts held in the Bank even if the deductible amount exceeds the positive balance. The Bank shall also be entitled, but not obliged, to deduct all and any fees under the Agreement from the Client's accounts held in other banks and (or) credit institutions.
40. Should the Client or the Card Holder carry out a transaction exceeding the positive balance of the Account or the credit limit (if any), the Client shall cover all of his outstanding liabilities to the Bank immediately.
41. The Bank shall charge interest for the excess of the Account/exceeded credit limit (if any) at the rate specified in the Price List or in the Credit Limit Agreement (if any). This interest shall be calculated as of the first day when the balance of the Account/credit limit is exceeded, considering that a year is composed of 365 days (or 366 days in a leap year) and a month - actual number of days, unless the Credit Limit Agreement provides otherwise.
42. For late payment of any amounts payable to the Bank, the Bank shall be entitled to restrict the use of the Card (and other cards issued by the Bank) and to deduct all payable amounts under the Agreement from other Client's accounts in the Bank and (or) other banks and (or) credit institutions.
43. The Client shall pay the fees for the services provided under the Agreement even if the Card is blocked.

Account Statements

44. The Client shall carefully check at least 1 (one) time per month the Bank's Account statement/transcript of the last month and transactions listed therein using E-banking services. Should the Client refuse to check the Account statement or transcript of the last month, this shall not relieve the Client from his liabilities assumed under the Agreement and (or) the terms for the supply of payment services.
45. Having noticed any inaccuracies in the Bank's statement/transcript, the Client shall inform the Bank thereof on terms specified in the terms for the supply of payment services. Any claims shall be submitted in writing together with the documents providing evidence of any payments by the Card. Should the Client fail to submit a claim on terms as established, it shall be deemed that the statement and any transactions set out therein are correct and the Client has no claims whatsoever to the Bank.

Other Provisions

46. The Bank shall not be liable for any direct and indirect damages of the Client and (or) the Card Holder suffered due to the suspension of the transactions with the Card and (or) the Account, blocking of the Card.
47. The Bank shall not be liable for the refusal of the provider of goods or services, other financial institutions to accept the Card for the transaction or failure to perform or unduly performance of the actions associated with the payment with the Card. The Bank shall not be liable for the actions of other financial institutions, improper operation of the communication lines, other circumstances unrelated with the Bank and (or) errors of third parties, and (or) actions, due to which the Client or the Card Holder could not use the Card properly or suffered other damages whatsoever.
48. The Bank shall not be liable for any criminal acts and other unlawful actions of third parties, due to which the Client, Card Holder or another person has suffered damages, provided that the Bank under these circumstances has acted fairly and the unlawfulness of the actions of the parties as well as intentions thereof were not familiar to the Bank or the Bank had no actual possibility to prevent unlawful actions of third parties.
49. The Card shall not be used for any unlawful objectives whatsoever, including, without limitation, the acquisition of goods or services prohibited by the effective legislation.
50. The Client and (or) the Card Holder shall be liable for the submission of false data to the Bank or provision of false information, related to the Card loss, reasons for blocking of the Card and (or) reasons and (or) circumstances, under which the PIN code has become available and familiar to third parties, according to the effective legislation of the Republic of Lithuania.
51. The Client shall inform the Bank in writing about any changes in the data of the Client or the Card Holder specified in the Agreement, i.e. name, surname, address and phone number.