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# Conditions for Execution of International Payment Transfers

## 1. Definitions

1.1. International payment transfer – transfer of the Payer's funds initiated by the Payer 1) to the account of the Recipient opened with a payment service provider institution in a country other than the Republic of Lithuania; 2) in a currency other than euro, transferred to an account opened with a payment service provider institution in the Republic of Lithuania; 3) to the Recipient for cash pickup in a country other than the Republic of Lithuania.

1.2. International payment order – a Payment order submitted by the Payer for the execution of the International payment transfer.

1.3. European payment order – a Payment order which complies with all of the following conditions:

1.3.1. the currency of the payment is euro (EUR);

1.3.2. funds are transferred to the Provider of payment services of the Recipient in a Member country or Switzerland;

1.3.3. the international SWIFT (BIC) code of the Provider of payment services of the Recipient is indicated;

1.3.4. the number of the account of the Recipient is indicated according to the international standard of bank account numbers (IBAN);

1.3.5. the Payer and the Recipient both pay their share of fees charged by Paysera and the Provider of payment services of the Recipient, i.e. the Payer pays the fees of Paysera, which are debited form the Account, whereas the Recipient pays the fees of the institution of the Provider of payment services of the Recipient;

1.3.6. the transfer is standard (non-urgent) or urgent.

1.4. Conditions – the present conditions of execution of the International payment transfer.

1.5. Account – the Paysera account of the Payer indicated in the Payment transfer.

1.6. General agreement – General Payment Services Agreement concluded between the Payer and Paysera, conditions of which are applied to the Payer and under which Paysera has opened the Account for the Payer.

1.7. Intermediary Bank – an institution (e.g. a correspondent bank participating with Paysera in the execution of a Payment transaction; a payment system operator) which is neither Paysera nor the Recipient's payment service provider and participates in the execution and/or payout of a Payment transfer in accordance with an agreement concluded with Paysera or the Recipient's payment service provider.

1.8. Provider of payment services of the Recipient (PPSR) – any credit, electronic money or payment institution providing payment services to which the funds of the Payer shall be transferred.

1.9. Business day – a day on which Paysera, the Intermediary bank, and the Provider of payment services of the Recipient execute payment operations under international Money transfers. Please note that the business days of Paysera, the Intermediary bank, and the Provider of payment services of the Recipient may differ.

1.10. Member country – a country that is a member of the European Union and the European Economic Area (EEA).

1.11. Foreign country – a country that is not a member of the European Union or the European Economic Area (EEA).

1.12. Cancellation – an order of the Payer to cancel the Payment order and return transferred funds to the Account of the Payer.

1.13. Specification – an order of the Payer to specify or change data of the Payment order.

1.14. Pricing – prices for Paysera services and operations confirmed according to the procedure set forth by Paysera.

When using the service indicated in the present Conditions, the Payer is applied with all terms and conditions of the General Agreement and additionally with the terms and conditions set forth in the present Supplement. The terms in the present Supplement are used in the meaning defined in the General Agreement if the present Supplement does not indicate otherwise.

## 2. General provisions

2.1. The Recipient must be 18 years of age or older at the time of the payment order. When submitting the Payment order, the Payer undertakes all responsibility for the correctness and exhaustiveness of the details of the Payment order submitted to Paysera and agrees with the present Conditions.

2.2. Paysera executes the Payment order submitted by the Payer according to the present Conditions, the General Agreement, and the legislation of the Republic of Lithuania.

2.3. The Payment order, its Cancellation, or Specification shall be submitted to Paysera in writing (via email or another method acceptable to Paysera).

2.4. An order to execute a money transfer shall be deemed to be a separate agreement between Paysera and the Payer, valid for one specific money transfer.

2.5. In accordance with the provisions of the law, all operations shall be subject to verification according to the lists of names and surnames (company names) provided by the authorities of the countries and territories in which the services are provided. In the event of a possible match, the transaction shall be reviewed to ensure that the person named by the Payer as the Recipient is the person on the relevant list.

## 3. Terms and Procedure of Execution of the Payment Order

3.1. If the Payer is a User and the transfer is performed in a currency of a Member country to an account in a Member country, Paysera executes such Payment order, i.e. funds are transferred to the Provider of payment services of the Recipient within the terms indicated in the Pricing.

3.2. If the Payer is not a User or the transfer is performed in a currency of a Member country to an account in a Foreign country or in a currency of a Foreign country, Paysera transfers such Payment order to the Intermediary bank within the terms indicated in the Pricing. The Intermediary bank executes such Payment order by transferring funds to the Provider of payment services of the Recipient or to another Intermediary bank according to the internal work regulations of the Intermediary bank and within the terms indicated in binding legal acts.

3.3. Paysera debits the amount indicated in the Payment order from the Account of the Payer when Paysera transfers the Payment order for execution and sends funds to the Intermediary bank or the Provider of payment services of the Recipient.

3.4. Paysera does not undertake the responsibility if the Payment order is not executed due to false or non-exhaustive details of the Payment order. Paysera also does not hold the responsibility for errors committed by the Provider of payment services of the Recipient and/or delayed crediting of funds to the account of the Recipient by the Provider of payment services of the Recipient, or when the Payer in the Payment order does not indicate all data required by the Provider of payment services of the Recipient, which are necessary to credit funds to the account of the Recipient.

3.5. If the Payer is a User and the transfer is performed in a currency of a Member country to an account in a Member country, Paysera holds the responsibility against the Payer for the transfer of funds to the Provider of payment services of the Recipient within the terms indicated in the Pricing, but does not hold the responsibility for errors of the Provider of payment services of the Recipient and its work regulations applied to the execution of the Payment order. In other cases, i.e. when the Payer is not a User or the transfer is performed in a currency of a Member country to an account in a Foreign country or in a currency of a Foreign country, Paysera does not hold the responsibility for errors committed by the Intermediary bank and the Provider of payment services of the Recipient or their work regulations applied to the execution of the Payment transfer, as well as for non-execution or inappropriate execution except when the transfer has not been executed or has been executed incorrectly due to Paysera's fault.

3.6. Paysera does not hold the responsibility for any losses of the Payer, which have occurred due to a change in the currency exchange rate during the execution of the Payment transfer.

## 4. Cancellation and Specification of the Payment Order

4.1. The Payer may submit a Cancellation to Paysera, and the amount of money in the Payment order together with the fees will be returned under the Cancellation to the Account only if: 1) Paysera has not yet sent the Payment order to the Provider of Payment Services of the Recipient or the Intermediary bank. 2) The Recipient has not received the Payment (only for cash pickup transfers). In other cases, under a request from the Payer, Paysera may contact the Intermediary bank or the Provider of payment services of the Recipient regarding the possibility of cancellation of the Payment order, but Paysera does not guarantee that the Cancellation will be executed. In such cases, additional fees applied by the Intermediary bank and/or the Provider of payment services of the Recipient may be charged. The Payment order may be cancelled only in case of agreement between the Payer and Paysera.

4.2. The Payer may submit to Paysera Specification of data indicated in the Payment order (Recipient's first name, middle name, last name), except for changes in the amount, currency, and account indicated in the Payment order – this data cannot be changed. In case the Payer has provided an incorrect amount, currency, or Account number in the Payment order, the Payer may contact Paysera for a refund and make a new Payment. Paysera specifies the Payment order according to the information indicated in the Specification under the following conditions: 1) Paysera has not yet sent a message about the Payment order to the Provider of payment services of the Recipient or the Intermediary bank prior to submission of the Specification. 2) when the

Recipient has not received the Payment (only for cash pickup transfers). If funds have already been debited from the correspondent account of Paysera and/or a message about the Payment order has already been sent to the Provider of payment services of the Recipient or the Intermediary bank, Paysera informs the Provider of payment services of the Recipient or the Intermediary bank respectively about the Specification, but does not undertake the responsibility for the execution of the Specification, i.e. in this case execution of the Specification depends on the requirements of the Provider of payment services of the Recipient or the Intermediary bank and agreement of the Recipient.

4.3. In the case of a European payment order, the Specification cannot be submitted. If the Payer submits such Specification, Paysera will not have to accept and/or execute it.

## 5. Fees

5.1. For execution, Cancellation, and Specification of the Payment order and also for other services provided and other operations executed by Paysera, the Payer pays fees set in the Pricing and valid at the moment of the provision of the Paysera service or execution of the operation, except for the exceptions provided for in the agreements concluded by Paysera with the Intermediary Bank or the Recipient's Payment Service Provider. Fees are paid under the procedure and within terms set forth in the General Agreement by debiting them from the Account. The Payer grants Paysera the right to debit fees indicated in the present clause also from other Accounts of the Payer under the procedure set forth in the General Agreement without a separate request from the Payer.

5.2. According to options indicated in the Pricing and under the procedure set forth in clause 6.3 of the present Conditions, the Payer has the right to indicate who has to pay fees applied by Paysera, the Intermediary bank, and the Provider of payment services of the Recipient for the execution of the Payment order: partly the Payer and the Recipient or only the Payer.

5.3. If the Payer pays for fees charged by the Intermediary bank and the Provider of payment services of the Recipient, but the amount of money paid by the Payer for the execution of the Payment order does not cover all fees of the Intermediary bank and the Provider of payment services of the Recipient related to the execution of the Payment order, the Payer gives Paysera the right to debit the difference between the fees charged by the Intermediary bank and the Provider of payment services of the Recipient and the fee paid to Paysera from the Account and/or another account(s) of the Payer opened by Paysera under the procedure set forth in the General Agreement concluded with Paysera, without a separate order of the Payer.

5.4. If the Payment order is returned due to reasons beyond the control of Paysera (e.g. due to the fault of the Recipient's payment service provider, the Payer or the Bank's intermediary, inaccurate or incomplete data provided in the Payment order etc.), the amount of money indicated in the Payment order is returned to the Account, whereas fees paid by the Payer are not returned and/or the fine for delay of execution of the Payment order is not paid, and all costs related to the return of the funds are debited from the Account, except for the exceptions provided for in the agreements concluded by Paysera with the Bank Intermediary or the Recipient's Payment Service Provider.

## 6. Filling in the Payment Order

6.1. The Payment order shall be filled in according to the instructions given in the System.

6.2. The currency code is indicated by selecting a standard used in the System.

6.3. Payment types:

6.3.1. if the Payer selects to split the fees (SHA), the Payer pays fees charged by Paysera, which are debited from the Account, whereas the Recipient pays fees charged by the Provider of payment services of the Recipient, which may be debited from the amount transferred to the Recipient. If the transfer is performed in a currency of a Member country to an account in a Foreign country or in the currency of a Foreign country, the Recipient shall also pay fees of the Intermediary bank which may be deducted from the amount transferred to the Recipient. The present payment option is mandatory when the transfer is performed in the currency of a Member country to an account in a Member country;

6.3.2. if the Payer selects to pay all fees (OUR), the Payer pays fees charged by Paysera, the Intermediary bank, and/or the Provider of payment services of the Recipient, which are debited from the Account. Paysera does not undertake the responsibility if the Intermediary bank and/or the Provider of payment services of the Recipient do not comply with the instructions of Paysera or due to some other reasons beyond the control of Paysera and the amount specified in the Payment order is not credited (paid out) to the Recipient's account in full. The present payment option shall be selected only if the transfer is executed in a currency of a Member country to an account in a Foreign country or in the currency of a Foreign country;

6.3.3. if the Payer selects neither of the options, it is considered that the fees of Paysera, the Intermediary bank, and/or the Provider of Payment services of the Recipient are split between the Payer and the Recipient (SHA).

6.4. In the field "Transfer type" the Payer indicates the payment type according to options indicated in the Pricing, by selecting one of the following: "Standard", "Urgent", or "Very urgent". If neither of the options is selected, it is considered that the payment type is "Standard".

6.5. In the "Purpose of payment" field, the Payer indicates the purpose of the Payment order and other additional information about the Payment order.

6.5.1. If the instructions provided in the System in a specific case (e.g. in case of account top-up) require to indicate specific data, the Payer shall comply with the instructions and indicate the specific data according to the instruction (e.g. Paysera Account number). Otherwise, Paysera does not undertake the responsibility for the execution of the Payment order.

6.5.2. When submitting a Payment order for execution of the Payment transfer to an account in the Russian Federation, the Payer shall indicate the code of the currency operation (VO) (5 digits), which shall be selected according to the payment purpose from the table of codes: "VO codes".

6.6. The Payer is recommended to fill in the field "Recipient’s bank correspondent" if the transfer is performed to the country of the Recipient (except for the Republic of Lithuania) in a currency that is not a national currency of the country of the Recipient.

6.7. The Payment order shall be submitted by the Payer or persons appropriately authorised by the Payer.

6.8. If the transfer is performed to an account in a Member country or Switzerland, the Payer is always recommended to indicate the account number of the Recipient according to the IBAN standard and the international code of the Provider of payment services of the Recipient SWIFT (BIC).

6.9. The Payer confirms that they are aware that if funds are transferred to an account in a Member country or Switzerland and the BIC (SWIFT) code of the Provider of payment services of the Recipient or the account number of the Recipient according to the IBAN standard is not indicated in the Payment order, Paysera, at its own discretion, may refuse to execute such Payment order or execute it, but in this case allow the Intermediary bank and/or the Provider of payment services of the Recipient to charge a bigger fee. In such case, the Payer gives Paysera the right to debit the bigger fee (additional fee) charged by the Intermediary bank and/or the Provider of payment services of the Recipient from Accounts of the Payer under the procedure set forth in the General agreement concluded between the Payer and Paysera, without a separate order from the Payer.

6.10. Upon proper completion of a Payment order for a cash pickup transfer in the currency of a Member country to a Member country, in the currency of a Member country to a Foreign country or in the currency of a Foreign country, each cash pickup transfer shall be assigned a unique transaction number (cash pickup code). It shall be the responsibility of the Payer to inform the Recipient of cash pickup transfer, including the code assigned to it. The cash shall be paid out to the Recipient upon presentation of an identity document and/or fulfilment of other requirements applied on the territory of the service provider of Paysera, thus verifying the Recipient's eligibility to receive cash. When required by law, Paysera has the right to request additional information related to the transaction.