

TERMS AND CONDITIONS FOR ORDERING FOREIGN CURRENCY ONLINE

(valid from 21/03/2018)

The present Terms and Conditions for Ordering Foreign Currency Online (hereinafter referred to as the "Rules") of Medicinos Bankas UAB, legal entity reg. No. 112027077, address: Pamėnkalnio 40, 01114 Vilnius (hereinafter referred to as the "Bank"), after they are accepted by the Client (by ticking the box "I agree with Terms and Conditions"), shall become a legal document binding to the Bank and the Client and establishing the terms and conditions of placing a foreign currency order (hereinafter referred to as the "Order") and payment, procedure for collecting and returning foreign currency, rights and obligations of the Client and the Bank, liability of the Parties and other terms and conditions related to ordering foreign currency on the website www.medbank.lt (hereinafter referred to as the "E-store"). The Client shall mean a natural or legal person who places the order for buying foreign currency online at www.medbank.lt.

1. PLACING AN ORDER AND PAYMENT

- 1.1. When placing the Order, the Client shall observe these Rules and instructions set forth in the E-store.
- 1.2. The Client can place an Order up to EUR 3,000 in the E-store. The Bank shall be entitled to change the Order amount at its sole discretion up to the moment of placing the Order.
- 1.3. The value of foreign currencies selected by the Client in the Order shall be rounded to the nearest denomination of banknotes available at the Bank.
- 1.4. The exchange rate of foreign currencies selected by the Client in the Order against euro shall be displayed in the Order window and may change before the payment of the Order depending on exchange rate fluctuations in international currency markets.
- 1.5. When placing the Order, the Client has to choose the customer service branch of the Bank, preferred for collecting the Order paid for.
- 1.6. The Client pays for the Order or part of it in euros only by the means of payment available in the E-store. Having made a partial payment, the Client shall pay the remaining amount in cash (euros) upon collecting the Order in the Bank.
- 1.7. All fees for the services provided in the E-store are specified among the service rates of the Bank.
- 1.8. The Order shall be confirmed after the Client generates and pays for the Order in the E-store and the Bank, upon receipt of payment, sends a confirmation to the e-mail address specified by the Client and/or text message to the mobile telephone number specified by the Client. The confirmation shall specify the address of the customer service branch of the Bank, where the Client has to collect the Order, Order control number (PIN) and the date for collecting the order.
- 1.9. If the Client does not receive a confirmation of the Order to their e-mail address and/or by text message, the Client shall call the Bank about confirming the Order at 8 800 60 700.
- 1.10. A confirmed Order cannot be cancelled or adjusted by the Client.

2. COLLECTING THE ORDER

- 2.1. An Order placed by the Client (natural person) may be collected in a customer service branch of the Bank only by the natural person specified in the Order upon presenting personal identity document and Order control number (PIN).
- 2.2. An Order placed by the Client (legal person) may be collected by a representative of that legal person (head of the legal person or their authorized representative) upon presenting personal identity document, proof of due representation of the legal person and the Order control number (PIN).
- 2.3. The Client may collect the Order only in the customer service branch of the Bank selected when placing the Order from the moment of receipt of confirmation of the Order, but not later than on the last day for collection specified in the text message and/or e-mail before the end of business of the customer service branch of the Bank.
- 2.4. The Bank shall issue the foreign currencies selected by the Client in the Order in banknotes of available denomination.
- 2.5. If the Client fails to collect the Order within the time period set forth in paragraph 2.3, the Bank shall within 5 (five) business days from the last day for collecting the Order refund the amount paid to the Client's account, from which the payment for the Order had been made, less the Currency reservation fee and Fee for buying or selling currency (in cash).

3. RIGHTS, OBLIGATIONS AND LIABILITIES OF THE PARTIES

- 3.1. The Client shall be entitled to place the Order in accordance with procedure prescribed by these Rules.
- 3.2. Obligations of the Client:
 - 3.2.1. By accepting these Rules, the Client confirms that it is legally capable, entitled and able to order and pay for the ordered currency in the E-store and selected customer service branch of the Bank.
 - 3.2.2. When using the E-store, the Client undertakes to observe these Rules and other terms and conditions set forth in the E-store and not to breach the legislation of the Republic of Lithuania.
 - 3.2.3. The Client undertakes to use the E-store for personal purposes only in order to make payments for the purchase of foreign currency. The Client undertakes not to use the E-store for speculation or investment purposes.
 - 3.2.4. The Client shall be responsible for the accuracy and correctness of information and personal data provided to the E-store and the Bank and all other actions performed while using the E-store.
 - 3.2.5. The Client undertakes to collect the foreign currency bought in the customer service branch of the Bank specified in the Order by the date specified in the Order or pay the established Order reservation fee.
 - 3.2.6. The Client undertakes not to disclose the Order control number (PIN) received from the E-store to third parties.
- 3.3. Rights of the Bank:
 - 3.3.1. The Bank is entitled to modify, restrict or suspend the functionality or operation of the E-store at any time;
 - 3.3.2. The Bank is entitled to cancel or adjust any Order without prior notice at any time;
 - 3.3.3. The Bank is entitled to amend and supplement these Rules at any time before the Client confirms their acceptance and to change the Order reservation fee before the moment of payment for the Order.
- 3.4. Obligations of the Bank:
 - 3.4.1. The Bank undertakes to allow the Client to use the E-store under the terms and conditions set forth in these Rules.
 - 3.4.2. If the Bank cancels the Order due to its own fault, the Bank undertakes to refund the amount paid by the Client without charging the Order reservation fee.
- 3.5. The Bank shall be released from any liability for the damages incurred by the Client in relation to the use of the E-store, non-accessibility of the E-store, placement of the Order, payment for, collection or cancellation of the Order.

4. PROCESSING THE CLIENT'S PERSONAL DATA

- 4.1. For the purposes of implementing the service of ordering foreign currency online and prevention of fraud, the Bank, as the data controller (the details are provided above), shall process the Client's personal data. Data processing is necessary for concluding and/or performing a remote contract with the Client and fulfilling the obligations imposed by legislation. Providing personal data is mandatory; otherwise the Bank would not be able to provide the service of ordering foreign currency online to the Client. Personal data shall be stored in the E-store not longer than 1 year after the last action of the Client on this website. Personal data about collecting the Order shall be stored not longer than 1 year after the last collection of the Order by the Client in a customer service branch of the Bank.

- 4.2. The Bank shall provide the Client's personal data to third parties – payment systems operator for the purposes of executing the payments. The Client's personal data may also be provided to competent state authorities in compliance with the provisions of legal regulations for prevention of money laundering and terrorist financing. The data shall not be provided to foreign countries.
- 4.3. The Client shall be entitled to inspect their personal data processed by the Bank, correct or delete the data or restrict data processing or not give consent for data processing as well as have the right to data portability.
- 4.4. Having agreed to receive direct marketing offers, the Client is entitled to withdraw this consent at any time by calling the Bank at 8 800 60 700.

5. DEFENCE OF THE CLIENT'S RIGHTS

- 5.1. The services provided in the E-store and the present Rules are subject to the law of the Republic of Lithuania.
- 5.2. The Client's written appeal about the Bank's actions, which could have breached the requirements of legislation of the Republic of Lithuania, Rules and/or agreements regulating the provision of payment services and/or legal interests of the Client, shall be considered by the Bank. The Bank shall consider a written appeal of the Client free of charge and shall respond to the Client in writing within 14 calendar days from the day of receipt of the appeal. If the Bank's response to the Client's appeal does not satisfy the Client or the Client does not receive a response, the Client shall be entitled to apply to the Bank of Lithuania, who has the competence of out-of-court settlement of disputes between consumers and financial market participants arising from the provision of financial services (Supervision Service of the Bank of Lithuania, Žirmūnų 151, Vilnius, www.lb.lt), the State Data Protection Inspectorate or the Consumer Rights Protection Authority in accordance with procedure prescribed by legislation.
- 5.3. The disputes shall be resolved by negotiation. If a dispute cannot be resolved by negotiation, it shall be settled in court of the Republic of Lithuania in accordance with legislation of the Republic of Lithuania.