wittix

GENERAL PAYMENT SERVICE AGREEMENT

(Effective for new clients from 15 April 2024 and for outstanding clients from 17 June 2024)

1. DEFINITIONS AND INTERPRETATION

1.1. In this General Payment Service Agreement (hereinafter – Agreement), and in addition to the defined terms included in any of the schedules (if applicable), the following capitalised terms have the following meanings:

"Account or Payment Account": means the Customer's IBAN (international bank account number) account opened by Wittix in accordance with this Agreement for the purposes related to the provision of the Services and which is used for holding electronic money and execution of the Transactions;

"Acceptable Language": the Parties agree that all communication will be made in English, unless the Customer has expressed a preference and has agreed in writing with Wittix to communicate in another language acceptable to Wittix. Also, in all cases, the Customer can communicate freely with Wittix in Lithuanian;

"AML/CTF or Prevention of Money Laundering and Terrorist Financing": shall mean anti money laundering which refers to a set of laws, regulations, and procedures intended to prevent criminals from disguising illegally obtained funds as legitimate income, for example, Law on the Prevention of Money Laundering and Terrorist Financing and other applicable law.

"Agreement": means the agreement between the Customer and Wittix, which includes this General Payment Service Agreement, as amended from time to time, Pricing List, and any other payment services terms and conditions which can be found on the Wittix website (https://www.wittix.com/docs/terms-and-conditions) or made available in the Wittix System and any other conditions and documents (supplements, agreements, rules, declarations, etc.), including but not limited to, information on the websites, referred to in these terms and conditions;

"Application Fee": means a non-refundable fee paid by the Customer for services provided by reviewing the information, data and documents required for the opening of the Account;

"Authentication": means a set of activities carried out by Wittix to verify the identity of the Customer and/or the User or the validity of the use of a specific payment instrument, including the use of the Authentication Data in accordance with the procedure established by Wittix and used in the Wittix System;

"Authentication Data": means a combination of letters, numbers or symbols serving for login by the Customer and/or the User in the Wittix System, the User Profile and/or authorisation of the Payment Transactions;

"Authorised Person": means a natural person who has the right to represent and act on behalf of the Customer and has provided Wittix with the documents evidencing the granted powers in manner prescribed by Wittix and the applicable Law;

"Business Day": means the day on which Wittix and banks in the Republic of Lithuania open for business as required for the execution of a payment transaction, excluding weekends (Saturdays and Sundays), public or other public holidays.

"Customer": means a natural or legal person who has concluded the Agreement for the provision of the Wittix Services;

"Consumer": means a natural person who, in this Agreement, is acting for purposes other than his business or profession.

"Commission Fee": means the fees payable by the Customer to Wittix for the provision of the Services and other related services;

"Consent": means consent of the Payer to perform the Payment Transaction submitted under the procedure set forth by clause 7. of the Agreement;

"Confidential Information": means any information, facts and data that are used under this Agreement and made between Wittix and the Customer and/or the User, or information, facts and data on matters relating to Wittix and the Customer and/or the User, which came to the knowledge of the Parties during or in connection with the conclusion of this Agreement or compliance with the individual contractual terms and conditions, or information on the Payment Transactions and on the use of funds through payment tools, and any other information relating to the activities of any of the Parties having a certain value and capacity to cause benefit or harm to the Parties, or information that is classified by its provider as confidential or its confidential nature results from its essence or circumstances of which of the other Party is aware, or any other information that by its nature should reasonably be regarded as confidential, howsoever presented, whether in oral, physical or electronic form;

"Data Protection Legislation": means the provisions of the applicable law which relate to the protection of individuals with regards to the processing of the Personal Data to which a party is subject including, without limitation, the Regulation (EU) 2016/679 General Data Protection Regulation ("GDPR") and other applicable legal acts regulating data protection, where applicable, the guidance and regulations issued by the State Data Protection Inspectorate of the Republic of Lithuania from time to time, directions of any competent regulatory authority, relevant regulatory guidance;

"Durable Medium": means any instrument which enables the User to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored (e.g., on the Website, the System, press);

"Electronic Money": means monetary obligations issued by Wittix to the Customer and stored in the Wittix electronic systems in the amount of funds credited or transferred to and held on the Account for execution of the Payment Transactions;

"Event of Force Majeure": in relation to a Party, an event or circumstance beyond the reasonable control of that Party or a permitted subcontractor or agent and shall include, without limitation:(i) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; (ii) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; (iii) acts of any government or authority; (iv) terrorist attack, civil war, civil commotions or riots; (v) any labour disputes, including but not limited to strikes, industrial action or lockouts; (vi) nuclear, chemical or biological contamination or sonic boom; (vii) fire, explosion or other accidental damage; (viii) interruption or failure of utilities or other infrastructural service, including but not limited to electric power, gas or water; (ix) collapse of building structures, failure of plant machinery, machinery, computers, computer systems, or vehicles; and/or (x) any interruption to the Services outside of Wittix reasonable control; (xi) other circumstances established by legal acts of the Republic of Lithuania;

"Law": means laws and acts of the Republic of Lithuania, Regulations and Directives of the European Union as well as other legislation applicable to the Republic of Lithuania (for example, Republic of Lithuania Law on Payments, Republic of Lithuania Law on Electronic Money and Electronic Money Institutions, Republic of Lithuania Law on the Prevention of Money Laundering and Terrorist Financing other legal acts);

"Losses": any liability, loss, damage, charge, cost and/or expense (including reasonable and properly incurred legal fees and/or expenses);

"Party or Parties": means Wittix or the Customer;

"Payee": means a natural or legal person who is the intended recipient of funds which have been the subject of the Payment Transaction;

"Payer": means a natural or legal person that has a payment account and allows to execute a payment order from this account, or, in the absence of a payment account, submits the Payment Order;

"Payment Instrument": means any personalised device or set of procedures agreed between the Customer and Wittix and used by the Customer for initiation of the Payment Order;

"Payment Order": means an instruction by the Payer or the Payee to its Payment Service Provider requesting the execution of the Payment Transaction;

"Payment Service Provider": means a bank or a branch of a foreign bank; a payment institution or electronic money institution established under the applicable legislation, or a branch of a payment institution or electronic money institution; or other similar financial institution providing payment services;

"Payment Transaction": means an act, initiated by the Payer or on his behalf, of placing or transferring funds, irrespective of any underlying obligations between the Payer and the Payee;

"Personal Data": means any information related to a natural person, who has been identified or who is directly or indirectly identifiable in particular by means of such identifier as name, personal identification number or other relevant identification number, date of birth, one or more characteristics of a person of a physical, physiological, mental, economic, cultural or social nature, as described in GDPR;

"Pricing List": means a list of the fees, including the Application processing Fees, Commission Fees, account monthly fees, internal transfer fees, data, cancellation, investigation of international transfer fee, account closing fee and other fees, payable by the Prospective Customer and the Customer to Wittix for the provision of the Services (the **"Fees"**). The Pricing List is provided on the Website here or the prices may be agreed separately in writing between the Parties;

"Prospective Customer": means a natural or legal person who applied to Wittix through any means requesting for the provision of the Customer Account and the Services. The Prospective Customer does not have a contractual relationship with Wittix until it is approved by Wittix and receives full access to the Wittix System and the Services. The term "Prospective Customer" refers to pre-contractual relationships. The Prospective Customer shall receive access to the Wittix System only for registration purposes;

"Risk Rating": means risk level internally assigned to the Customer by Wittix;

"Services": all transactions related to the management of the Account; execution of the Payment Transactions, including transfers of funds held on a payment account, held with the Payment Service Provider of the payment service user: credit transfer; money remittance; the Electronic Money issuance and redemption or other payment services on which Wittix and the Customer have agreed by signing specific agreement;

"Statement": means a document prepared and provided by Wittix, which includes information about the Payment Transactions executed during a specific period of time;

"Strong Customer Authentication": means an authentication based on the use of two or more elements categorised as knowledge (something only the User knows), possession (something only the User possesses) and inherence (something the User is) that are independent, whereby the breach of one does not compromise the reliability of the others, and is designed to protect the confidentiality of the Authentication Data;

"Terms and Conditions": means this General Payment Service Agreement (Agreement), including any related payment service agreement, as amended from time to time in writing, which are available upon the Customer's request and on www.wittix.com and on Wittix System and which govern the use of the Account and the provision of the Services. NOTE: specific VISA PAYMENT CARD TERMS AND CONDITIONS applied, since the Cards are issued by the Wittix partner Wallester. "Wallester" means Wallester AS (registration number 11812882), the payment services provider who issues the Cards, registered office at Ahtri tn 6, 10151 Tallinn, Estonia. More information about VISA PAYMENT CARD TERMS AND CONDITIONS can be found here: https://www.wittix.com/docs/cardholder-terms-visa ;

"Unique Identifier": means the combination of letters, numbers or symbols provided to the Customer by Wittix and to be provided by the payment service user to identify unambiguously the Customer participating in the Payment Transaction and/or the Account used for the Payment Transaction;

"User": means the Customer or the Customer's representative who shall have the right to manage the Customer's Account through the Wittix System;

"User Profile": means the result of the registration in the Wittix System during which the Personal Data of the Prospective Customer and/or the User is recorded and rights are assigned to the Prospective Customer and/or the User. The User Profile is used to access the Account and/or Accounts and use of the Services;

"Website": means the website at www.wittix.com;

"Wittix": means Wittix, UAB and other legal persons who may be hired for the purpose of providing the Wittix services; all payment services will be provided by licensed companies only. The legal details of Wittix, UAB: legal entity code 304900982; Electronic money institution licence No. 48, issued on 30 May 2019 (issued by the Bank of Lithuania), having its registered office at A. Goštauto g. 12A Vilnius, 01108 Lithuania;

"Wittix System or System": means the Wittix software contained on the Website, which is used to provide the Wittix Services enabling the Customer to provide the Instructions to Wittix, thus manage the funds in the Customer's Payment Account and exchange information with Wittix and/or perform other permitted in the Wittix System actions in accordance with these Agreement and/or other related agreements.

2. GENERAL PROVISIONS

2.1. This Agreement is concluded between Wittix and the Customer.

2.2. This Agreement determines the main terms and conditions between the Customer and Wittix when the Customer registers in the System, opens the Account at Wittix and uses other services provided by Wittix. Conditions of separate services provided by Wittix are set under the other agreements and rules, which are an integral part of this Agreement. These conditions apply to the Customer after the Customer becomes acquainted with the terms of the Agreement and starts using the relevant services. In addition to this Agreement, the relationship between Wittix and the Customer related to provision of the Services is also governed by legal acts applicable to the Customer, agreements concluded with the Customer and other agreements.

2.3. This Agreement defines the main terms of the Wittix Services provided to the Customer, govern the procedure for opening of the Customer's Account, its use, execution of the Payment Transactions using the Wittix System, the rights and obligations of the Customer and Wittix as well as the responsibilities related to the Services provided.

2.4. This Agreement is a document of significant importance, which shall be carefully examined by the Customer before the Customer decides to register in the Wittix System, open the Account, and use other services provided by Wittix. The Customer shall read the terms of this Agreement carefully before making a decision to agree with them. This Agreement together with its supplements (if any) defines the specific risks which may arise during the course of using the Wittix System and provides guidelines for safe use of the Wittix System. The Prospective Customer, the Customer and/or the User acknowledge that ticking the relevant checkbox(es) in the System when creating the User Profile and/or accessing the Account shall be deemed as their consent to be bound by and comply with the provisions of the Agreement, as may be amended from time to time, and in connection with clause 5.16. of this Agreement.

3. COMMENCEMENT AND OPENING OF ACCOUNT

3.1. Under this Agreement the Account is opened for the Customer in the Wittix System for an indefinite period of time.

3.2. To start using the Services, the Prospective Customer must open the Account by registering its details on the Website and pay the applicable Fees. By registering in the Wittix System, the Customer confirms that they agree to the terms of the Agreement and undertakes to observe them. The Customer hereby acknowledges that the Customer must have legal capacity to accept them (where the Customer is a natural person, the Customer must be at least 18 (eighteen) years old and does not have limited legal capacity due to disorders of mental nature). Should the Customer require additional services, Wittix may ask the Customer to accept additional terms and conditions.

3.3. The Customer hereby acknowledges that the Account is created only for the Customer.

3.4. The Customer may open the Account only if it is legal to do so in the Customer's country of residence. By opening the Account, the Customer represents and warrants that the opening of such an account does not violate the laws applicable to the Customer. The Customer shall indemnify Wittix against any Losses incurred by Wittix related to or caused by the Customer's breach of provisions of this clause 3.5. The Account may be opened by the User (Customer's representative). By registering the Customer in the Wittix System and where the Customer is a legal person, the User confirms that they are duly elected or appointed to represent the Customer, also that the legal entity represented by them is properly established and operates lawfully.

3.5. The Prospective Customer, the Customer and/or the User hereby acknowledge that any information, data or documents provided by the Prospective Customer, the Customer and/or the User to Wittix during the sign-up process or at any time thereafter must be accurate and truthful. The Customer and/or the User confirm that in the event when any additional or updated information, data or documents shall be submitted to Wittix, any such submitted information, data or documents will be accurate and correct. The Customer agrees and acknowledges that the Customer is fully responsible for any consequences and will bear any Losses that may occur due to submission of inaccurate, incorrect or invalid information, data or documents to Wittix.

3.6. The Customer acknowledges that the Customer may only add payment instruments (such as bank accounts, credit cards or debit cards) to the Account only if the Customer is the named holder of any such payment instrument. Any attempt to add a payment instrument of which the Customer is not the named holder will be deemed as a fraudulent act.

3.7. During Account opening the Customer will be asked to advise whether the Customer will be using the Account for commercial or other purposes. The Customer using the Account for other purposes must immediately inform Wittix of any intention to use the Account for commercial purposes or in the event when the Account has already been used for such purposes. For the avoidance of doubt, the Parties agree that the Account is being used for commercial purposes when the Customer is receiving payments for or in connection with any business activity. Wittix reserves the right to unilaterally determine whether the Customer is using the Account for commercial purposes. The Customer shall consult with Wittix in case the Customer is in doubt whether or not the relevant activity amounts to a commercial activity.

3.8. During the registration process the Prospective Customer shall create the User Profile by:

a) verifying the Prospective Customer's email address and phone number;

b) providing the information, data and documents requested by Wittix;

c) confirming that the Prospective Customer has familiarized himself with the Terms and Conditions and all the documents incorporated thereof;

d) confirming that all Personal Data, information and documents provided during the registration process are true and correct.

3.9. Once all the registration steps as set out in clause 3.8. are completed (the "Application"), the User Profile is created, however, in all cases, the Customer can conclude this Agreement only after the necessary KYC procedures have been completed. The Prospective Customer receives limited access to the User Profile and can only use the User Profile to complete the creation of the Account. Where the Customer is a natural person, the User Profile is personal and only its owner, i.e., the Customer, has the right to use it and any such Customer shall possess one User Profile only. Where the Customer is a legal person, each representative of the Customer who has the rights to manage the User Profile shall register in the System, create their personal User Profile, and perform the Customer identification procedure required by the System.

3.10. Wittix is obliged to establish the identity of the Customer and takes all the relevant, targeted and proportionate measures to determine it. Where the Customer is a legal person, Wittix takes the relevant measures to determine whether the Customer is acting in its own name or under control, to identify the beneficial owner(s) and representatives (where applicable) of the Customer.

3.11. According to Law on the Prevention of Money Laundering and Terrorist Financing and other applicable law Wittix has the obligation to, independently or through third parties, obtain or verify information, data or documents, as well as perform the identification of the Customer or related persons for the purpose of provision of the Services. In addition, the Customer agrees that Wittix is entitled to involve third parties to partially or fully execute the Services or provide other services, including services related thereof in accordance with this Agreement and the Law.

3.12. In order to complete creation of the Account, the Prospective Customer shall be required to complete the Know Your Customer Questionnaire for a natural or legal person and provide the following information accordingly, including, but not limited to:

a) personal identity documents, passports and proof of residential address of the Customer when the Customer is a natural person. Any such documents shall indicate name, surname, personal code, date of birth, etc.;

b) business licences and/or certificates of incorporation or the extract from the public registers of the relevant authority about the Prospective Customer as legal entity showing at least registered name, registration number, registered country, tax registry number of the Prospective Customer;

c) constitutional documents of the Prospective Customer, such as articles of association, memorandum of association or any other depending on the legal form of the Prospective Customer;

d) personal identity documents, passports and proof of residential address of the authorised user(s) of the Customer Account, the beneficial owners, the senior management officials (where applicable) and legal representatives of the Prospective Customer. Any such documents shall indicate name, surname, personal code, date of birth, etc.;

e) power of attorney showing (1) the right of the principal to issue such power of attorney; (2) the period of validity of the power of attorney; (3) the authority granted by the power of attorney. For the avoidance of doubt, the power of attorney must meet the requirements set out in the Civil Code of the Republic of Lithuania. Any power of attorney issued in foreign states (not in the Republic of Lithuania) shall be legalised or certified with an apostille certificate;

f) completed corporate checklist and information questionnaire;

g) other information, data or documents, which Wittix may request based on the individual circumstances for the purpose of identifying the Prospective Customer and establishing the origin of its funds and/or assets, and determining the Prospective Customer's activities. Wittix shall have the right to require face to face or non-face identification of the Customer, the User(s), representatives, directors, shareholders, beneficial owners of the Prospective Customer as well as of any cardholders, agents, intermediaries or other persons related to the provision of the Services. Wittix shall have the right to require the Customer to submit a valid list of participants of their legal entity. When submitting this list, the Customer must confirm that it is relevant and accurate and that the listed persons control the shares of the legal person in their own name and not in the name of third parties. If the shares of the legal person are controlled in the name of third persons, the Customer must indicate these circumstances in addition, also specifying the third parties who are actually managing the shares. Wittix has the right to refuse to provide services in the event when it is not possible to identify the beneficiaries of the legal entity (e.g. if the beneficiaries of the legal entity are bearer shareholders).

3.13. Once the Prospective Customer and/or the User registers on the Website and provides the relevant information, data or documents to Wittix as set out in clause 3.8. of this Agreement, Wittix will review the information, data or documents provided for the creation of the Account and asses the possibilities to provide the Services (the "Application Assessment").

3.14. Upon carrying out the Application Assessment, Wittix shall inform the Prospective Customer of the outcome of the Application Assessment and/or the Prospective Customer will be required to provide additional information within 3 (three) Business Days or within another term specified in the Wittix request. In case Wittix decides that the Prospective Customer's Risk Rating is acceptable, the Prospective Customer shall be granted with the full access to the Wittix System and Wittix shall open the Payment Account. Once the Payment Account is opened, the Application Fee shall be automatically charged from the Payment Account once sufficient amount of funds is deposited to the Account. The Pricing List of Wittix, including the Application Fee, is provided on the Website here or the prices may be agreed separately in writing between the Parties. For the Customer to be able to use the Payment Account, the Commission Fee for the opening of the Payment Account has to be paid by the Customer in accordance with the Fees assigned to the Customer, unless Wittix establishes otherwise and informs the Customer in advance.

3.15. Opening of the Payment Account for the Prospective Customer means entering into the contractual relationship with Wittix, the subject matter of which is providing the Services under this Agreement. The Account shall be opened once the Prospective Customer provides required information, data and documents as requested by Wittix and once Wittix approves the Prospective Customer. The Prospective Customer will be notified of the successful creation of the Payment Account in the Wittix System, the limit on the Payment Transactions and the applicable Fees r. Wittix shall have the right to send a notification to the Customer and/or User via email, via Wittix system and in addition via other means of communication agreed between the Customer and the Wittix.

3.16. The Prospective Customer, the Customer and/or the User are obligated immediately within a reasonable timeframe set by the Wittix., update information in the User Profile and provide supplementing documents upon Wittix request. If the Customer and/or the User does not provide additional information and/or documents within reasonable timeframe set by the Wittix, Wittix has the right to suspend provision of all or a part of the Services to the Customer and/or the User until the relevant information is received.

3.17. The Prospective Customer, the Customer and/or the User shall be obligated to submit the original documents or notarised copies of the documents to Wittix. Wittix shall have the right to demand that the documents issued in a foreign country be legalized or certified with an apostille. In case the document shall be issued in a foreign language, Wittix shall have the right to demand that the document shall be translated into the Acceptable Language. Wittix has the right to demand that the translation shall be signed by a competent translator and certified by a public notary. All documents and information are prepared and provided at the expense of the Prospective Customer and/or the Customer.

3.18. Wittix has the right at any time to require the Customer and/or the User to provide additional information and/or documents, in the form specified by Wittix, related to the Customer or operations on the Account. Wittix shall have the right to periodically, in the manner established by Wittix, review documents, the Personal Data and/or other data of the Customer specified in the User Profile, and request the Customer to fill out the Customer and/or the User questionnaires developed by Wittix and other documents, as amended from time to time. Wittix shall have the right to carry out identification of the Customer and/or the User notwithstanding whether such identification has already been carried out. If the Customer does not provide additional information and/or documents within a reasonable time period set by Wittix or the result of the Customer's due diligence is not satisfactory to Wittix and/or does not comply with the applicable Law , Wittix has the right to suspend the provision of all or a part of the Services to the Customer and/or terminate ongoing contractual relationship with the Customer.

3.19. Where the Prospective Customer and/or the Customer is a legal person, the Prospective Customer and/or the Customer confirms that it has proper legal business qualifications, standardized internal management, sound financial systems, good financial situation and is in good standing with the applicable law, so that such a Customer can properly fulfill the obligations of this Agreement.

3.20. Wittix is under no obligation to provide the Services to the Prospective Customer and/or the Customer and may decline the Application if it would contradict Wittix internal Policies, or the Law on the Prevention of Money Laundering and Terrorist Financing or other related legal acts, or where, the Customer fails to submit the necessary data for Know Your Customer purpose according to mentioned law or where it would not be possible to ensure that the requirements specified in mentioned law would be fulfilled.

3.21. In no case carrying out the Application Assessment can be considered as the conclusion of binding agreement and establishment of contractual business relationship between the Parties. The aim and nature of the process of the Application Assessment is to evaluate whether the Prospective Customer meets Wittix risk appetite. Upon providing the Application, the Prospective Customer does not receive any right to request Wittix to conclude the Agreement, open the Account and/or start providing the Services.

3.22. Each Account shall have a number assigned, which is unique. Wittix shall be entitled to determine the minimum balance to be maintained on the Account or set limits on the Payment Transactions on the Account, of which the Customer and/or the User is informed in advance and undertakes to comply with.

3.23. For the purpose of providing the Services, Wittix shall open and maintain one Account for the Customer unless Wittix explicitly approves the opening of additional accounts upon receiving a separate request from the Customer. The Commission Fee for the opening of the additional account will be applicable.

4. PAYMENT ACCOUNT

4.1. The Payment Account allows the Customer to deposit, transfer, and keep in the Account funds intended for transfers, carry out local and international money transfers, receive money to the Account, pay for goods and services, and perform other operations directly related to money transfers.

4.2. The specific method of depositing or transferring funds to the Payment Account is selected by the Customer in the Payment Account by selecting the "Add Funds" section, which contains instructions for depositing funds for each payment method. Unique Identifiers, required in order to carry out a payment transaction in a proper manner Unique identifier means a combination of letters, numbers or symbols specified to the payment service user by the payment service provider and to be provided by the payment service user to identify unambiguously the other payment service user and/or his payment account for a payment transaction.

4.3. Provided that the Customer terminates the Agreement and applies with the request to close their Payment Account and delete their User Profile from the Wittix System, or, if Wittix terminates the provision of the Services to the Customer and deletes the User Profile of the Customer from the Wittix System in cases provided in the Agreement, the funds held in the Payment Account shall be transferred to the Customer's bank account or to Customer's account in another payments services provider indicated by the Customer. Wittix has the right to deduct from the repaid money the amounts that belong to Wittix (Fees and expenses which have not been paid by the Customer, including, but not limited to, fines and damages incurred by Wittix due to a breach of the Agreement committed by the Customer, which have been imposed by financial institutions and/or state institutions). In the event of a dispute between Wittix and the Customer, Wittix has the right to detain funds under dispute until the dispute is resolved.

4.4. In case Wittix fails to repay the money to the Customer due to the Event of Force Majeure or any other reasons beyond the control of Wittix, the Customer shall be notified thereof immediately. The Customer shall immediately indicate another account or provide additional information necessary to repay the money (execute a payment).

4.5. The Payment Account is denominated in euro. The Customer and/or the User cannot change the currency of the Payment Account.

4.6. The Customer and/or the User has the right to initiate payments of funds from the Payment Account at any time. The Customer and/or the User may be required to confirm their identity beforehand. The Parties agree that the minimum amount of the Payment Transaction shall be EUR 0.01 and the funds on the Account must be sufficient to cover any applicable fee.

4.7. The Payment Account may be subject to upload and payment limits, depending on the Customer's country of residence, the verification status of the Payment Account and other factors used by Wittix to determine such limits from time to time with prior notice).

4.8. Wittix will ensure that the Strong Customer Authentication is applied when the Customer accesses the Payment Account online. The Strong Customer Authentication will be also applied when the Customer initiates an electronic payment transaction or carries out any action through a remote channel which may imply a risk of payment fraud or other abuses.

5. USE OF PAYMENT ACCOUNT

5.1. Once the Payment Account is opened, the Customer shall be entitled to manage it remotely via Website or other means provided by Wittix.

5.2. The list of the Fees applied for transfers and transfer terms, are specified on the Website: https://www.wittix.com/pricing .

5.3. The Fees for the Services are deducted from the Payment Account. In case the amount of funds in the Payment Account is less than the amount of the Payment Transaction and the price of the Services, the Payment Transaction is not executed.

5.4. The Payment Transactions from the Customer's Payment Account can be executed:

a) to another user’s Payment Account in the Wittix System;

b) to Lithuanian, EU, and foreign bank/payment accounts (except for financial institutions in foreign countries, the Payment Transactions to which are forbidden: Wittix informs the Customer of such countries in the Wittix System);

5.5. The Customer (a legal person) shall carry out the Payment Transactions through the Authorised Person. The Authorised Person may manage the Account and use the Services on behalf of the Customer by creating the User Profile in a manner established in clause 3.8. of this Agreement.

5.6. By creating the User Profile, the User confirms that the User has full right, power and authority required to represent the Customer (a legal person) and provides Wittix with supporting documentation.

5.7. Where the Customer is a legal person, the Customer confirms that each User having appropriate powers assigned by the Customer shall be entitled to enter into transactions in the name of the Customer and understands that all the actions performed by the User in the Wittix System creates obligations to the Customer and are binding to the Customer.

5.8. When the Payment Account is opened for the Customer where the Customer is a legal person, an additional User Profile may be assigned to it. The Customer and/or the User has to send an invitation link through the Wittix System to the Authorised Person to become a User and create the additional user profile. If the required documents and information provided by the Authorised Person are approved by Wittix, the additional User Profile is created for the Additional User.

5.9. The User shall manage the User Profile that has been assigned to the Payment Account using the Authentication Data or other Authentication measures provided to the User. Wittix and the Customer agree that the Authentication Data provided to the User by Wittix shall be used to identify the User's identity. If the appropriate User's Authentication Data has been used during the time of log in to the Account remotely, the User's identity shall be deemed to have been approved.

5.10. The Payment Account is not in multi-currency, i.e., it takes into the Payment Account the Electronic Money only in euro. The funds received in currencies different from euro will be immediately converted to euro. The Customer assumes the risk of devaluation of the Electronic Money due to such conversion and applicable exchange rates and related fees. Wittix may set limits on the Payment Transactions on the Payment Account, of which the Customer and/or the User is informed in advance and undertakes to comply with them. The Customer and/or the User has the right to establish limits on the Payment Transactions for the Account (without exceeding the limits that may have been established by Wittix), in accordance with the procedure, established in the Wittix System.

5.11. For the Customer to be able to use the Payment Account, the Fee for the opening of the Payment Account has to be paid by the Customer in accordance with the Fees assigned to the Customer, unless Wittix establishes otherwise and informs the Customer in advance.

5.12. Wittix will provide its Services by using the Strong Customer Authentication measures in accordance with its technical system for the Customer which shall be used by the Customer and/or the User for the purpose of accessing the Account and authorization and signing of the Payment Transactions.

5.13. The Customer and/or the User is obliged to go through the Authentication procedure every time while entering the User Profile using the Authentication Data. The Authentication Data for accessing the User profile is set by the User and shall refer to:

a) the User's name - email address of the Customer and/or the User used for logging into the Account;

b) the password – a static alphanumeric string exclusively determined by the Customer and/or the User. Wittix shall not request it from the Customer and/or the User at any time nor have access to it.

5.14. The Customer and/or the User is solely liable that the Authentication Data shall not be disclosed to the unauthorized persons as well to be kept safe and confidential in accordance with the requirements established in this Agreement. If the Authentication Data is incorrectly entered 5 (five) times, Wittix shall be entitled to block access to the Account. After thorough verification, the Customer and/or the User shall be entitled to receive the new Authentication Data upon their request. If the Customer and/or the User suspects that the Authentication Data has been misused, they shall be obliged to report any such suspicion to Wittix without any delay in accordance with the requirements established in this Agreement.

5.15. Where, for the purposes of using the Services, the Customer and/or the User is provided with the personal security credentials, i.e. Authentication Data, any documents, instructions approved or any consents, confirmations, assurances, notices provided by the Customer and/or the User to Wittix using such Authentication Data in the Wittix System and/or e-signature applications, the infrastructure of third party providers chosen by Wittix and acceptable for the Customer and/or the User, are recognized as personally signed by and/or on behalf of the Customer and shall have the same legal effect as the Customer's and/or the User's documents signed by hand and attested by a seal (where applicable) and may be used as a proof for the purpose of settlement of disputes between Wittix and the Customer before courts and other institutions.

5.16. The Customer must ensure that the information recorded on the Wittix System is always accurate and up to date and Wittix shall not be liable for any Losses arising out of the Customer's failure to do so. Wittix may ask the Customer at any time to confirm the accuracy of the information provided or to provide additional documents or other evidence.

5.17. Wittix will contact the Customer by e-mail, Wittix system or in other ways described in this Agreement regarding the Account. It is the Customer's responsibility to regularly check the proper functioning of their e-mail account, Wittix system or other methods of communication agreed between Customer and Wittix and to retrieve and read messages relating to the Account promptly. Wittix shall not be liable for any Losses arising out of the Customer's failure to do so.

5.18. Fund uploads, payments received, payments sent are displayed in the Customer's online transaction history together with the fees charged. Each Payment Transaction is given a unique transaction identification and shown in the transaction history. The Customer shall quote this transaction identification when communicating to Wittix about a particular transaction. The Customer shall check the Payment Account balance and transaction history regularly. The Customer shall report any irregularities or clarify any questions the Customer may have as soon as possible by contacting Wittix in Wittix System, or by email/phone. Wittix shall return the debited funds to the payer (Customer) only if the payer (Customer), having become aware of unauthorised or improperly executed payment transactions notifies Wittix immediately, and at the latest within 13 months from the date on which the funds were debited (for Customer that is a legal entity such notification period is at the latest within 60 days and in such case such legal entity bears all the losses incurred if said notification provided late – after 60 days). Said notification shall be provided regarding: 1) the liability of the Wittix for unauthorised payment transactions; 2) liability of the Wittix for the non-execution, improper or delayed execution of payment transactions; 3) or liability for the non-execution, improper or late execution of payment transactions in the context of the provision of payment initiation services.

6. ISSUANCE AND REDEMPTION OF ELECTRONIC MONEY

6.1. The funds held in the Payment Account are considered Electronic Money, which Wittix issues after the Customer transfers or deposits money to their Payment Account. Having received the money, Wittix credits it to the Customer's payment Account, at the same time issuing the Electronic Money at the nominal value. The Electronic Money is credited to and held in the Customer's Payment Account.

6.2. For the avoidance of doubt, the nominal value of the Electronic Money coincides with the nominal value of funds deposited or transferred to the Payment Account (after the deduction of a standard Fee applicable to a particular Payment Transaction).

6.3. At the request of the Customer, the Electronic Money held in their Account shall be redeemed at its nominal value at any time, except for cases set forth in this Agreement or by applicable law when limitations are applied to the Payment Account of the Customer.

6.4. The Customer submits a request for redemption of the Electronic Money by generating the Payment Order to transfer the Electronic Money from the Payment Account to any other Customer's Payment account specified by the Customer (banks or other payment services provider to which Wittix can transfer money are specified in the Wittix System when the Customer is initiating the Payment Transaction) or to redeem the Electronic Money from the Payment Account by other methods that may be supported by Wittix and indicated in the Wittix System. Wittix has the right to apply limitations for the redemption of Electronic Money and such limitations are specified on the Website, Wittix System, and the Customer is introduced to them by email before opening a Payment Account. Note, that as part of its legal and regulatory obligations, as well as its high-quality level standards, Wittix will not operate, provide services, have any kind of business relationships, or process incoming or outgoing transactions related to prohibited (restricted) countries or related to restricted and prohibited activities and industries. The list of prohibited (restricted) countries and mentioned activities/industries is provided here: https://www.wittix.com/acceptable-use-policy.

6.5. The Parties acknowledge that the Electronic Money held on the Payment Account is not a deposit and Wittix shall not in any circumstances, pay any interest for the Electronic Money held on the Account and shall not provide any other benefits associated with the time period the Electronic Money is stored on the Account. For the avoidance of doubt, the Electronic Money held on the Account does not expire and it will not earn any interest.

6.6. The Electronic Money on the Account belongs to the Customer who is registered as the Payment Account holder. No person other than the Payment Account holder has any rights in relation to the funds held in the Payment Account, except in cases of succession. The Customer may not assign or transfer the Account to a third party or otherwise grant any third party a legal or equitable interest over it.

6.7. No specific conditions for redemption of the Electronic Money that would differ from the standard conditions for transfers and other Payment Transactions performed to the Customer`s

Payment Account shall be applied. The amount of the redeemed or transferred Electronic Money is chosen by the Customer.

6.8.No additional fee for the Electronic Money redemption is applied. In the event of redemption of the Electronic Money, the Customer pays the usual Commission Fee for a money transfer, which depends on the method of the Electronic Money transfer chosen by the Customer. The standard Commission Fees for money transfer are applied.

6.9. The Customer is entitled to withdraw the Electronic Money from the Payment Account at any time, except in cases where the Payment Account and/or the provision of the Services to the Customer are blocked or otherwise restricted in accordance with this Agreement, other agreements between Wittix and the Customer or the legal acts. When withdrawing the Electronic Money from the Payment Account, the amount of the Electronic Money withdrawn by the Customer (after deduction of the Fees payable by the Customer to Wittix, if applicable) is redeemed by Wittix at par value and transferred to the bank or other type of account specified by the Customer or transferred by other methods supported by Wittix. During the term of the Agreement, the Customer may withdraw all or part of the Electronic Money from the Payment Account. Upon termination of the Agreement, the Customer may only withdraw from the Payment Account all the Electronic Money.

6.10 .In the event when Wittix fails to redeem electronic money due to reasons beyond the control of Wittix, the Customer shall be notified thereof immediately. The Customer shall immediately indicate another payment account or provide additional information necessary to redeem electronic money (execute a payment).

7. SENDING AND RECEIVING PAYMENTS

7.1. Payment service provider of the Payee (in case of outgoing payment) or of the Payer (in case of incoming payment) or another Payment service provider participating in the execution of the Payment Transaction may apply additional money transfer fees which shall be paid by the Customer.

7.2. The Payment Orders submitted by the Customer (User) shall be formulated clearly and unambiguously, shall be executable, and contain the clearly stated will of the Customer. Wittix does not undertake responsibility for errors, discrepancies, repetitions and/or contradictions in the Payment Orders submitted by the Customer, including but not limited to, the correctness of the details of the Payment Order submitted by the Customer. If the Payment Order submitted by the Customer does not contain enough data or contains deficiencies, Wittix, regardless of the nature of the deficiencies in the Payment Order, may refuse to execute such Payment Order.

7.3. Information to be provided by the Customer in order to initiate or execute the Payment Order:

a) the Customer is obliged to provide detailed and accurate data to Wittix to ensure that the Payment Order for the execution of the Payment Transaction complies with the instructions specified in the Wittix System. Before sending information to the Payee, the Customer is obliged to carefully read the instructions for completing the Payment Order;

b) Wittix has the right to request additional and/or other mandatory information (for example amount and currency, the Payee’s name, surname/name of the legal entity/code of the payment) which must be submitted to Wittix in order to properly execute the Payment Order;

c) in the event when the Payer indicates incorrect data of the Payee (unique identifiers), and the Payment Order is executed according to the data provided by the Payer (e.g. the Payer indicates a wrong account number), it shall be considered that Wittix has fulfilled its obligations properly and shall not repay the transferred amount to the Payer. Wittix commits to take all necessary actions to track the Payment Transaction and will seek to return the funds of the Payment Transaction, however, in the event of failure to do so, the Payer shall directly contact the person who has received the transfer, regarding the issue of returning the transferred amount;

d) the Payer is obliged to provide the Payment Order for the execution of the Payment Transaction in accordance with the instructions specified in the System and valid at the moment of the transfer. In case the Customer is the Payee (recipient) of the Payment Transaction, they are obligated to provide detailed and precise information to the Payer, so that the Payment Order for the Payment Transaction in all cases complies with the instructions in the System and is valid at the moment of transfer. Before sending the Payment Order for the execution of the Payment Transaction or sending information to another Payer, the Customer is required to check and update the account top-up instructions. Such instructions and the data provided therein shall be deemed the Unique Identifiers, required in order to carry out the Payment Transaction in a proper manner.

7.4. Provided that Wittix has received the funds, but is unable to credit the funds indicated in the Payment Order to the Payee's account (e.g. the Payess's account is closed, the indicated IBAN number does not exist, or else), Wittix shall return the transaction amount to the Payer not later than within 2 (two) business days. In this case, charges for returning the Payment Order provided for in the System may be applied. If Wittix cannot credit the funds indicated in the Payment Order to the Payee due to errors the Payer made in the Payment Order, , the Payment Order should be cancelled and funds should be returned to the Payer,. In such a case, the fees for the cancellation of the Payment Order indicated in the System and/or on the Website are applied.

7.5. In all cases, when Wittix receives the Payment Order but the funds cannot be credited due to errors in the Payment Order or insufficiency of information, and neither the Payer nor the Payee has contacted Wittix for the specification of the Payment Order or return of the funds, Wittix undertakes all possible measures to track the Payment Transaction in order to receive accurate information and execute the Payment Order.

7.6. Information to be provided by Wittix on the payments and the Payment Account balance:

a) the Customer has access to information on transactions and balances on the Payment Account in electronic form in the Wittix System;

b) Wittix is obligated to provide the information to the Customer before the execution of the Payment Order about the possible maximum terms of the execution of the relevant Payment Order, the payable Fees and how these fees are split up. This information is available on the Website and in the Wittix System;

c) Wittix shall provide the information to the Customer of the provided Payment Transactions, which indicates as follows:

1) the amount of the Payment Transactions in the currency indicated in the Payment Order;

2) the Fees payable for the Payment Transactions and how the Fees are split up;

3) the applicable currency exchange rate and the amount of the Payment Transactions after the currency exchange rate, where during the execution of the Payment Transactions currency was exchanged;

4) the date of debit or credit of funds from/to the Payment Account;

5) other information which shall be provided to the Customer in accordance with the Law.

d) Indicated in clause 7.6.(c) information is provided in the Wittix System, where customer log in to use Wittix Services. Wittix shall supply the Statements of the Account on the Durable Medium under separate the Customer’s request. The fee may be applied according to the current Pricing List of Wittix, however, in all cases, the Wittix will not apply a Fee if it is prohibited by the Law on Payments and other related legal acts.

7.7. The Consent of the Payment Order:

a) the Customer can make the Payment Transactions using the Payment Orders via the internet or in another manner supported by Wittix. The Payment Orders that have been approved by means of the Authentication Data by the Customer and/or the User shall be deemed the Customer's instructions and equivalent to the Payment Orders signed by the Customer and/or the User;

b) the Payment Transaction is considered to be authorized only when the Payer expresses their Consent for the execution of the Payment Transaction. The Consent shall be expressed prior to the execution of the Payment Transaction and shall be approved using Strong Customer Authentication method. In the absence of Consent, the Payment Transaction shall be considered to be unauthorised;

c) the Payer may give the Consent to execute one or more Payment Transactions. The Consent to execute one or more Payment Transactions may also be given through the Payee or the payment initiation service provider.

7.8. Execution of the Payment Order:

a) the Customer shall ensure that it is enough funds at its Payment Account necessary for the execution of the Customer’s Payment Order and coverage of the applicable Fee. In the event when the Customer does not have sufficient funds at the moment of the Customer's Payment Order being presented, Wittix has the right to refuse to execute the respective Payment Order, unless otherwise agreed by the Parties. In case the amount of money in the Payment Account is insufficient to execute the Payment Transaction, the Payment Transaction is not executed and shall be cancelled;

b) prior to executing the Payment Order submitted by the Customer, Wittix has the right to require the Customer to provide documents proving the lawfulness of the origin of funds related to the Payment Order. In case the Customer fails to submit such documents, Wittix has the right to refuse to execute the Payment Order;

c) Wittix has the right to record and store any Payment Orders submitted by any of the means agreed on with Wittix, and to record and store information about all Payment Transactions performed by the Customer or according to the Payment Orders of the Customer. Such records may be submitted by Wittix to the Customer and/or third persons, who have the right to receive such data under the basis set forth in the applicable Law, as evidence confirming the submission of the Payment Orders and/or the executed Payment Transactions;

d) Wittix has the right to refuse to execute the Payment Order in case of a reasonable doubt whether the Payment Order has been submitted by the Customer or the User, or whether in doubt of legitimacy of the Payment Order or the submitted documents. In such cases, Wittix has the right to demand from the Customer to additionally confirm the submitted Payment Order and/or submit documents confirming the rights of persons to manage the funds held on the Payment Account or other documents indicated by Wittix in a way acceptable to Wittix at the expense of the Customer. Wittix is not liable for the Losses which may arise due to refusal to execute the submitted Payment Order in the event when any such refusal was a result of the refusal or failure to provide additional information or documents by the Customer;
e) Wittix has the right to involve third parties to partially or fully execute the Payment Order of the Customer. In the event that the essence of the Payment Order of the Customer requires sending and executing the Payment Transaction further by another financial institution, but this institution suspends the Payment Order, Wittix is liable for any such actions of such financial institution according to Law on Payments and other applicable legal acts, and, Wittix shall endeavour to find out the reasons for the suspension of the Payment Order and inform the Customer of the information received;

f) Wittix has the right to suspend and/or terminate the execution of the Payment Order of the Customer, if required by the Law or in case when it is necessary for other reasons beyond control of Wittix;

g) in case Wittix has refused to execute the Payment Order submitted by the Customer, Wittix shall immediately inform the Customer thereon or create necessary conditions for the Customer to get acquainted with such notification, except when such notification is technically impossible or forbidden by the Law;

h) Wittix shall not accept and execute the Payment Orders of the Customer to perform transactions on the Account of the Customer if funds on the Account are arrested, the right of the Customer to manage the funds is otherwise legally limited, or in case transactions are suspended by the Law;

i) if money transferred by the Payment Order is returned due to reasons beyond the control of Wittix (inaccurate data of the Payment Order, the account of the Payee is closed, etc.), the returned amount is credited to the Payment Account of the Customer. The Fees paid by the Customer for the execution of the Payment Order will not be returned, and other Fees related to the returning of money and applied to Customer can be deducted from the Payment Account of the Customer;

j) the Payment Transactions initiated by Wittix may be standard (non-urgent) and urgent (if there is a technical possibility for that). The method of the Payment Transaction is selected by the Customer (if there is a technical possibility for that). If the Customer does not select the Payment Transaction method, it is considered that the Customer has initiated the standard Payment Transaction that will be executed by automatically selecting the most favourable conditions for the Customer;

7.9. Procedure of revocation of the Payment Order:

a) the Payment Order cannot be cancelled after the Payment Service Provider receives it, except for cases provided in this Agreement;

b) if the Payment Transaction had been initiated by the payment initiation service provider or by, or through the Payee, the Payer cannot cancel the Payment Order after giving their Consent to payment initiation service provider to initiate the Payment Transaction or the Payer has given the Consent to the Payee to perform the Payment Transaction;

c) the Payment Order may be cancelled only in the case when the Customer (Payer) and Wittix agree to cancel any Payment Order in Wittix System. In the event when the Payment had been initiated by the payment initiation service provider or by, or through the Payee, additionally the consent of the Payee shall be necessary.

7.10. Time of receipt of the Payment Order:

a) the time of receipt of the Payment Order shall be the time when the Payment Order is received by Wittix. If the time of receipt of the Payment Order is not on the Business Day, the Payment Order shall be deemed to have been received on the following Business Day. Funds cannot be debited from the payer's account before the Payment Order is received. Wittix may set a time at the end of a business day after which any payment order received is deemed to have been received on the next business day;

b) the Customer, initiating the Payment Order, and Wittix may agree that the execution of the Payment Order shall start on a specific day or at the end of a certain period or on the day on which the Customer has put funds at the Wittix disposal. In such a case, the time of receipt of the Payment Order shall be deemed to be the day agreed between the Parties. If such day does not fall on the Business Day, on which Wittix is providing its Services, the Payment Order received shall be deemed to have been received on the following Business Day.

7.11. Execution time of the Payment Order:

a) After the time of receipt of the Payment Order, the amount of the Payment Transaction in euro, executed in the Republic of Lithuania and to other member states of the European Union (the "Member States"), is credited to account of the Payee's Payment Service Provider no later than the end of the next Business Day;

b) Where credit transfers are executed in euro in the Republic of Lithuania, Wittix shall ensure that, after the receipt of the Payment Order, the amount of the Payment Transaction is credited to the account of the Payee's Payment Service Provider on the same Business Day, provided that the Payment Order has been received the same Business Day by 12:00 p.m. Where the time of receipt of the Payment Order is after 12:00 p.m., Wittix shall ensure that the amount of the Payment Transaction is credited to the account of the Payee's Payment Service Provider not later than by the end of the next Business Day;

c) The Customer initiating the Payment Order and Wittix may agree that the Payment Order should be executed on a specific day or at the end of a certain period or on the day when the Customer submits the funds to Wittix. In this case, the moment of receipt of the Payment Order is considered to be on the agreed date. If the agreed day is not a Business Day, it is considered that the Payment Order was received on the next Business Day in such cases, Wittix shall ensure that the amount of the Payment Transaction is credited to the account of the Payee's Payment Service Provider on the day of execution of the Payment Order, and where the day of execution of the Payment Order is not the Business Day – on the next Business Day;

d) The time limit of execution of the Payment Transactions executed in the Republic of Lithuania and to other Member States in the currencies of the Member States outside the euro area shall not exceed 4 (four) Business Days;

e) The time limit of execution of the international Payment Transactions may take up to 5 (five) Business Days. Such a period may vary depending on (1) whether the correct information has been provided in the Payment Order; (2) location, business days, business hours and time zone of the Payes's Service Payment Provider; (3) time of filing the Payment Order. This list is not exhaustive and the Parties acknowledge that any other factors might affect the time period of execution of the international Payment Transactions.

7.12. Crediting funds to Customer's account:

a) The funds of the ingoing Payment Transaction shall be credited to the account of the Customer (Payee) no later than the Business Day on which the amount of the Payment Transaction is received by Wittix;

b) Wittix shall ensure that the amount of the Payment Transaction is at the Payee's disposal immediately after that amount is credited to the Payee's payment account;

c) The write off date of the funds of the Payment Transaction shall not be earlier than the point in time at which the funds of the Payment Transaction are debited from Payer's account.

7.13. Errors and Mistakes:

a) The Customer having noticed that money has been credited to or deducted from the Account by mistake or in other ways that have no legal basis, is obliged to notify Wittix about it. The Customer has no right to dispose of money that does not belong to them. In such cases Wittix has the right, and the Customer gives an irrevocable consent to deduct the money from the Payment Account without the Customer's order. If the amount of money in the Payment Account is insufficient to debit the money credited to or deducted from the Payment Account to their other accounts by mistake, the Customer unconditionally commits to repay Wittix the money credited to or deducted from the Account to their other accounts by mistake in 3 (three) Business Days from the receipt of such request from Wittix. The above-mentioned provisions of this clause are evaluated individually and may not be applied if it would be contrary to legal acts or valid good market practice. In all cases, if the unique identifier provided by the Customer is incorrect, Wittix is not responsible for the non-execution or improper execution of the payment transaction, but must take all possible measures to trace the payment transaction and must seek to recover the funds of the payment transaction. In such cases, the payee's payment service provider must cooperate and provide Wittix with all information necessary to trace the payment transaction and recover the funds.

8. APPLICATION FEE, COMMISION FEES FOR PROVISION OF SERVICES, DEFAULT INTEREST AND CURRENCY EXCHANGE

8.1. Once the Prospective Customer and/or the User has registered in the Wittix System and completed the opening of the Payment Account, the Application Fee is required. The standard Application Fee is established in the Pricing List available on the Website: https://www.wittix.com/pricing .

8.2. The Application Fee shall be paid for the review of the required information, data, and documents necessary to open the Payment Account. The Application Fee is a non-refundable fee.

8.3. The Customer and the Prospective Customer agree that in case where the Customer and the Prospective Customer have initiated the Account creation process but did not provide satisfactory documentation within 3 (three) months period since the initial attempt to open the Payment Account and, as a result, Wittix cannot open the Account and provide its Services, the Prospective Customer may be required to pay the Application Fee prior to the Application Assessment.

8.4. In the event when based on the submitted information, data and documents and in accordance with the internal risk assessment policy, Wittix concludes that the Prospective Customer's Risk Rating is unacceptable and outside risk appetite, the whole amount of the Application Fee paid prior to the Application Assessment upon request of Wittix, remains with Wittix as application processing fee and is non-refundable to the Prospective Customer.

8.5. Wittix shall charge the Fees for the provision of its standard Services and non-standard services in accordance with this Agreement, the Pricing List. The Pricing list is always visible on the Wittix website (https://www.wittix.com/pricing) and in the Wittix system. Also, the Pricing List can be additionally sent to Customer's email address.

8.6. The Commission Fees may be applied if the total amount of funds held in the Account exceeds the limits established by Wittix that are indicated in the Pricing List: https://www.wittix.com/pricing.

8.7. The Pricing List is specified on the Website here. The Pricing List is quoted without value added tax. In case value added tax or any other sales tax is or become chargeable, Wittix will add such tax to the amount payable but shall, where required, provide information on the net amount, the amount of tax and the tax rate applied.

8.8. Any Fees payable by the Customer shall be deducted from the Account balance at the time of the Payment Transaction or according to the Pricing List. The Customer is informed of the Fees deducted under the procedure laid down in this clause 8.8. by the commission fees report for the period of time when the Fee was deducted. The Fees for the transaction is indicated to the Customer in Wittix System (in such System where the customer logs in before making payments) before the Payment Transaction (unless otherwise stated in the rules of the particular Payment Instrument or the Service) and in the Wittix website. If the Customer's Payment Account balance is insufficient, Wittix reserves the right to invoice the Customer for any shortfall. In the event when the Payment Account balance is insufficient, details of any Fees payable by the Customer will be provided in the Wittix System and the Payment Account. If the Payment Account does not have sufficient funds for the payment for the services rendered and transactions executed, the Customer agrees that Wittix is entitled to deduct any such Fees from other Payment Accounts of the Customer opened at Wittix.

8.9. Depending on the complexity of a service and/or the individual Risk Rating of the Customer, Wittix has the right to set pricing for the Customers, which differs from the standard pricing applied by Wittix. Such pricing shall be applied to the Customer before the Payment Account is opened or within 60 (sixty) days from the day the Customer (natural person) is informed of the application of new pricing. If the Customer is a legal entity, in this case the Parties agree that the notification period is 30 (thirty) days. If the Customer disagrees with the applied pricing, they have the right to terminate the Agreement till the day the Pricing comes into force.

8.10. Where Wittix has no possibility to deduct any fees or other funds payable by the Customer for the provided Services from the balance of the Payment Account, Wittix shall issue the separate invoice for the amount owed.

8.11. The Customer's transactions may be subject to currency conversions. In the event when the Customer makes a payment from the Payment Account to the account denominated in currency other than in euro, the Customer will pay the fee for the conversion into the currency of the payment. The currency exchange rates and fees are provided before the execution of the exchange transactions.

8.12. Wittix will apply exchange rates based on market rates quoted in the Wittix System and provided before the execution of exchange transaction. The exchange rates can change in real time due to the market conditions. Wittix applies the changed basic exchange rate of a currency immediately without a separate notice (if allowed by law).

8.13. The Customer, having failed to pay Wittix the remuneration for the provided Services, at the demand of Wittix must pay 0.05% default interest for each day overdue (if allowed by law).

9. COMMUNICATION BETWEEN CUSTOMER AND WITTIX

9.1. The Terms and Conditions are published on the Website and in the Wittix System in the Lithuanian, English or other Acceptable Language. By accepting the Terms and Conditions, the Customer agrees that all the communication, the Fees and charges information shall be announced in Lithuanian or English language (depending on the language the Customer chooses when concluding this Agreement).

9.2. The Customer acknowledges that any communication between Wittix and the Customer shall take place primarily through the Wittix System (User Account of the Customer) and/or e-mail. Disclosure of any information by Wittix through the Account of the Customer and/or via e-mail means that the relevant information is considered to be duly delivered to the Customer y and is effective.

9.3. The Customer acknowledges that communication through the Payment Account of the Customer is allowed only if the Customer enters their login credentials and/or the other requested Strong Customer Authentication measures into its personal account, provided by Wittix to the Customer due to the purpose of the Customer's and/or the User's Authentication.

9.4. The Customer undertakes to monitor their email and other instruments for reception of notifications indicated on the Payment Account, as well as the Website and/or the System, on a regular basis, i.e., at least once a business day, in order to notice notifications about amendments to the Agreement in a timely manner.

9.5. By accepting this Agreement, the Customer agrees that all messages between the Parties shall be sent in the Acceptable Language-Lithuanian or English language (depending on the language the Customer chooses when concluding this Agreement).

9.6. If the Customer contacts Wittix by phone number provided on the Website, the Customer shall be verified on the basis of the Customers data and means established by Wittix. Wittix contact details could be found here: https://www.wittix.com/contact .

9.7. The Parties must immediately inform each other of changes in their contact details. At the request of Wittix, the Customer must furnish the respective documents supporting the change of the contact details. If this requirement is not fulfilled, the notification communicated on the basis of the most recent details specified to the other Party shall be deemed as duly sent and any obligation fulfilled on the basis of such details duly discharged. The Customer shall also immediately inform Wittix of theft or other loss of the personal identity document or Payment instrument of the Customer.

9.8. Wittix has the right to demand the documents concluded abroad to be translated, legalised, or confirmed with the apostille, except when legal acts state otherwise.

9.9. All costs for conclusion, submission, confirmation, and translation of documents provided to Wittix shall be incurred by the Customer.

9.10. The Customer has the right to consult valid amendments to the Agreement, including the Pricing List on the Wittix Website or Wittix System at any time.

9.11. In all cases, prior to the conclusion of this Agreement or before submitting an offer to conclude such an Agreement, Wittix for the Customer in writing on paper or using another durable medium (for example it could be provided by email in PDF file, or similar) indicates the terms of Services provided by Wittix and the Customer always has such right to request the said information in a durable medium.

9.12. If you have any questions regarding this Agreement or any other issues, you can contact us in Wittix System, or by email: helpdesk@wittix.com, as well as by phone: Lithuania: +37052683303, United Kingdom: +442080893042. More information can be found here: https://www.wittix.com/contact.

10. CHANGES TO AGREEMENT AND PROVISION OF SERVICES

10.1. Wittix is obligated to inform the Customer (natural person) personally using the means specified in the Clause 8.2 hereabove about the changes of this Agreement at least 60 (sixty) calendar days prior to any such changes entering into force. If the Customer is a legal entity the parties agree that the notification period is 30 (thirty) days. The Customer (natural person and legal person) may decline the changes to this Agreement and terminate it without paying any Commission Fees for cancelation until the day the changes come into force.

10.2. If the Customer does not notify Wittix of his objections to changes before the date of entry into force of the respective changes to the Agreement it should be considered that the Customer accepted the changes.

10.3. In the event when the Customer terminates this Agreement under clause 10.1. of this Agreement, all of the Customer's obligations to Wittix arising prior to the date of termination of this Agreement must be properly executed by the Customer.

11. SECURITY AND CORRECTIVE MEASURES

11.1. The Customer and/or the User authorised to use the Payment Instrument must:

a) use the Payment Instrument in observance of conditions regulating the issuance and use of the Payment Instrument as specified in this Agreement;

b) having found out that the Payment Instrument has been stolen or lost in any other matter, suspecting or obtaining information about illegal acquisition of the Payment Instrument or unauthorised use thereof as well as about the facts or suspicions that personalised security data of the Payment Instrument have become known or might be used by third parties, promptly notify Wittix and request to block the Customer’s Account or Customer’s Payment Instrument. In order to continue to use the Account, the Customer and/or the User shall change the password and use Strong Customer Authentication. In order to protect funds from possible illegal actions of third persons, the Customer shall also immediately inform Wittix of theft or other loss of personal identity document of the Customer or the authorized representative;

11.2. Upon receiving the Payment Instrument, the Customer and/or the User must promptly take all actions to safeguard personalised security data of the received Payment Instrument and it is recommended:

a) use the Payment Instrument in observance of conditions regulating the issuance and use of the Payment Instrument as specified in this Agreement;

b) to update software, applications, anti-virus programs, browsers and other programs periodically and in time;

c) to protect devices with passwords, PIN codes or other safety instruments;

d) to evaluate received emails with cautiousness, even if Wittix is indicated as the sender. Wittix will never request the Customer to download attachments or install software. Attachments to fraud e-mails may contain viruses which can harm devices or pose a risk to the safety of the Customer and/or the User Profile;

e) not to click on unknown links, open unknown documents, install software or applications from unknown, unreliable sources or visit unsafe websites.

11.3. In the event when Wittix suspects and/or notices the suspicious actions which may cause harm to the Customer and/or the User and the Account, suspected or executed fraud by other persons or the threats for the security of the Services, Wittix shall contact the Customer and/or the User for the purpose of providing further instructions and/or asking the Customer and/or the User to provide the relevant information which may help to prevent the possible harm.

11.4. Suspension of the Payment Account:

a) Wittix reserves the right to suspend, if it is allowed by legal acts, the Customer's Account (or certain functionalities thereof, such as uploading, receiving and/or sending funds), inter alia:

1) where Wittix deems it is necessary or desirable to protect the security of the Customer's Account; or

2) if any Payment Transactions are made which Wittix in its sole discretion deems to be:

(i) made in breach of this Agreement or in breach of the security requirements of the Customer's Payment Account; or

(ii) suspicious, unauthorized or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities; or

b) upon the insolvency, liquidation, winding up, bankruptcy, administration, receivership or dissolution of the Customer, or where Wittix reasonably considers that there is a threat of the same in relation to the Customer; or

c) where anything occurs which, in the opinion of Wittix, suggests that the Customer shall be unable to provide the Customer's products/services and/or otherwise fulfil the contacts that it has with its customers; or

d) if the Payment Transactions are for the sale of goods and/or services which fall outside of the agreed business activities of the Customer, or where the Customer's end user presents a payment transaction and fails to deliver the relevant goods and/or services; or where it is required under applicable legal acts, such as Law on the Prevention of Money Laundering and Terrorist Financing and other applicable law.

11.5. Wittix will make reasonable efforts to inform the Customer of any such suspension in advance, or if this is not practicable, immediately afterwards and give its reasons for such suspension unless informing the Customer would compromise security measures or is otherwise prohibited by the applicable Law or regulatory requirements, or under an order from a competent court or competent authority.

11.6. Blocking the Payment Account and the Payment Instrument:

a) in addition to the provisions of this Agreement, governing the suspension of the Services, Wittix has the right to block the Account (to stop the execution of the Payment Transactions altogether or partially) and/or the Payment Instrument in such cases as follows:

1) in case of the objectively justified reasons related to the security of the Payment Instrument, the suspicion of unauthorized or fraudulent use of the Payment Instrument;
2) in case if the Customer does not follow the terms of the present Agreement;
3) in the event when Wittix finds out that the Payment Instrument has been stolen or lost in any other manner, or has reasonable suspicions that funds in the Account may be used by other persons for the unlawful actions, including but not limited to criminal activities;
4) in the event of other grounds set forth by the relevant legislation of the Republic of Lithuania and/or the cases indicated in the additional agreements signed between the Parties.

b) in the cases provided for in clause 11.6.(a) of this Agreement, Wittix shall notify the Customer of the blocking of the Customer's Payment Account and/or the Payment Instrument, and of the reasons for such blocking, making its best efforts to notify the Customer before the blocking and no later than immediately after the blocking, except in the cases when the provision of such information would impair the safeguards or is prohibited by the applicable law;

c) the Customer's Payment Account and/or the Payment Instrument shall be blocked at the Customer's initiative when the Customer submits the relevant notice to Wittix in;

d) Wittix shall terminate or cancel the blocking of the Customer's Payment Account and/or the Payment Instrument when the reasons for the blocking cease to exist, , and when Wittix receives the relevant written request from the Customer to withdraw the request to block the Payment Account and/or the Payment Instrument (when the blocking has been initiated by the Customer). Wittix shall have the right to apply additional Fees for the replacement of the blocked Payment Instrument with a new one;

e) Wittix undertakes to store information of unauthorised use of the Payment Instrument for 18 (eighteen) months from the notification provided by the Customer and shall provide information to the Customer on their request in a paper or another Durable Medium;

f) Wittix shall not be held liable for the Customer's Losses incurred as a result of blocking of the Customer's Account and/or the Payment Instrument, where such blocking has been performed in observance of the procedure established in this Agreement and the Law. In all cases, the Payment Service Provider (Wittix) shall cancel the blocking of the payment instrument or replace it with a new payment instrument, when the reasons for blocking the payment instrument no longer exist.

11.7. Notification of the unauthorised or improperly executed Payment Transactions:

a) The Customer is obligated to check the information about the executed Payment Transactions at least 1 (one) time per month;

b) the Customer is obligated to inform Wittix in Wittix System in writing of any unauthorized or improperly executed Payment Transactions, regarding which claims may be submitted to Wittix in accordance with the Law on Payments immediately; Wittix shall return the debited funds to the Payer only if the Payer (natural person), having become aware of unauthorised or improperly executed payment transactions notifies Wittix immediately, and at the latest within 13 months from the date on which the funds were debited. If the Payer is legal person such notification period is 60 days. Said notification shall be related to Articles 38, 51 or 52 of the Law on Payments regarding: 1) the liability of the Payment Service Provider for unauthorised payment transactions; 2) to the liability of the Payment Service Provider for the non-execution, improper or delayed execution of payment transactions; 3) or to liability for the non-execution, improper or late execution of payment transactions in the context of the provision of payment initiation services).

c) in the event when the Customer fails to notify Wittix of any unauthorised or incorrectly executed Payment Transactions within the time limit established in clause 11.7 of this Agreement, it shall be considered that the Customer has unconditionally confirmed the Payment Transactions executed within the Customer's Payment Account.

11.8. Liability of the unauthorised Payment Transactions:

a) upon receipt of a notice of the Customer within the time limits specified under clause 11.7.(b) or having established that the Payment Transaction has not been authorised by the Customer, Wittix shall refund to the Customer the amount of the unauthorised Payment Transaction without undue delay, and in any event no later than by the end of the next Business Day, and, if applicable, restore the debited Customer's Account to the state in which it would have been, had the unauthorised Payment Transaction not take place, except where Wittix has reasonable grounds to suspect fraud and has informed the supervisory authority in writing of these grounds;

b) when the Payment Transaction is initiated through a payment initiation service provider, Wittix shall immediately, but no later than by the end of the next Business Day, refund to the Customer the amount of the unauthorized Payment Transaction and, where applicable, restore the debited Customer's Account to the state in which it would have been, had the unauthorised Payment Transaction not taken place;

c) in the event when the Payment Transaction was unauthorized due to circumstances determined by the payment initiation service provider, the payment initiation service provider shall immediately, at the request of Wittix, compensate any Losses incurred or sums paid as a result of the refund to the Customer, including the amount of the unauthorized Payment Transaction;

11.9. Liability of Wittix for proper execution of the Payment Transactions:

a) in the event when the Customer, acting as a Payer, initiates the Payment Order and executes it by identifying the Unique Identifier of the Payee, such Payment Order shall be deemed to be executed properly. Wittix has the right, but it is not obliged to check whether the Unique Identifier of the Payee, presented in the Payment Order and received by Wittix, corresponds to the Payess's name and surname (including name of the legal entity), in cases when the Payee's name and surname (including name of the legal entity) differ, Wittix shall have the right to refuse to execute such Payment Transaction;

b) if the Unique Identifier specified by the person initiating the Payment Order is incorrect, Wittix shall not be held liable for non-execution or incorrect execution of the Payment Transaction, but must take all possible measures to trace such Payment Transaction and seek the recovery of all funds of such Payment Transaction. Wittix may charge the Customer and apply the relevant Fees for such recovery;

c) in the event when the collection of funds under clause 11.8 b) is not possible, Wittix, upon written request of the Customer, shall provide the Customer with all information available to Wittix and relevant to the Customer in order for the Customer to file a legal claim to recover such funds;

d) each Party is liable for all fines, forfeits, and the other Losses which the other Party incurs due to violation of this Agreement by the guilty Party. The guilty Party undertakes to reimburse direct damage incurred due to such liability to the affected Party. Provisions, setting out cases when the liability of Wittix is limited, are provided in the Agreement;

e) the conditions of the repayment of the amount of the Payment Transaction of the Payee or initiated by the Payee are the same as they are set forth in the Law on Payments o, unless otherwise agreed by the Parties;

f) neither Party shall be liable for any economic loss, delay or failure in performance of any part of this Agreement to the extent that such loss, delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirements, civil and military authority, civil unrest, unavailability of public internet, hacking or distributed DoS attacks, inability to secure materials or labour, termination of vital agreements by third parties, action of the other Party or any other cause beyond such Party's reasonable control, or other Event of Force Majeure.

11.10. Liability of the payment service provider (Wittix) for non-execution, improper or late execution of payment transactions:

a) When the payment order is directly initiated by the payer, his payment service provider is responsible to the Payer for the correct execution of the payment transaction, unless the payer's payment service provider knows and can confirm to the Payer and the Payee's payment service provider that the Payee's payment service provider has received the amount of the payment transaction, as determined in the article 46 of the Law on Payments (Payment terms for payment transactions to payment accounts). In this case, the Payee's payment service provider is responsible to the Payee for the correct execution of the payment transaction.

b) When the payer's payment service provider is liable in accordance with point 1 of this paragraph, he must immediately return the amount of the payment transaction that was not executed or improperly executed to the payer and restore the balance of the payment account from which that amount was debited, which would have been if the improperly executed payment transaction had not been previously performed, and to ensure that the Payer does not suffer losses due to the interest payable to or received from the payment service provider.

c) When the Payee's payment service provider is liable in accordance with point a) of this paragraph, he must immediately credit the amount of the payment transaction to the Payee's payment account and/or enable the payee to dispose of it and ensure that the Payee does not suffer losses due to or from the payment service provider interest receivable. If the payment service provider, after receiving the amount of the payment transaction intended for the Payee, cannot credit it to the Payee's account, he shall immediately, no later than within 2 business days, return the amount of the payment transaction to the Payer.

d) When a payment transaction directly initiated by the payer is executed late, the Payee's payment service provider, upon receiving a request from the Payer's payment service provider acting on behalf of the Payer, must ensure that the payee does not suffer losses due to interest payable to or received from the payment service provider (compared to the situation if the transaction would have been properly executed).

e) If the payment transaction is not executed or executed improperly after the payer directly initiates the payment order, the Payer's payment service provider must, in all cases, at the request of the Payer, immediately take measures to trace the payment transaction and notify the payer of the search results. The Payer cannot be charged a Fee for this.

f) When the payment order is initiated by the Payee or the payment order is initiated through the Payee, the Payee's payment service provider is responsible to the payee for the proper transmission of the payment order to the Payer's payment service provider. Where the payee's payment service provider is liable under this paragraph (and under Article 51 of the Law on Payments) and the payment order has not been transferred to the Payer's payment service provider, the Payee's payment service provider must immediately transfer that particular payment order to the Payer's payment service provider.

g) When a payment order initiated by the payee or through the Payee is transmitted late, the Payee's payment service provider must ensure that the Payee does not incur losses due to interest payable to or received from the payment service provider.

h) The Payee's payment service provider is responsible to the payee for processing the payment transaction initiated by the payee or through the Payee in accordance with the provisions of Article 49 the Law on Payments. The Payee's payment service provider must ensure that the Payee can use the amount of the payment transaction immediately after that amount is credited to the Payee's payment service provider's account and ensure that the payee does not suffer losses due to interest payable to or received from the payment service provider.

j) When a payment transaction initiated by the payee or through the Payee, for which the payee's payment service provider is not responsible in accordance Clause 11.10, is not executed or not executed properly, the Payer's payment service provider shall be responsible to the Payer. The responsible payment service provider of the payer must immediately return to the Payer the amount of the unexecuted or improperly executed payment transaction and restore the balance of the payment account from which the amount was debited, which would have been the case if the improperly executed payment transaction had not been executed, and ensure that the Payer does not suffer losses due to the payment interest payable to or receivable from the service provider.

k) The obligation referred to in point j) of this Clause 11.10 does not apply to the Payer's payment service provider when the Payer's payment service provider proves that the Payee's payment service provider received the amount of the payment transaction, even if the transaction was executed late. In such a case, the Payee's payment service provider must ensure that the Payee does not incur losses due to the interest payable to or received from the payment service provider (compared to the situation if the transaction had been executed properly).

l) If the payment transaction is not executed or executed improperly after the payment order has been initiated by the Payee or through the Payee, the Payee's payment service provider must in all cases, at the request of the Payee, immediately take measures to trace the payment transaction and notify the Payee of the search results.

11.11. The Parties agree that the Payer shall not be entitled to a refund from Wittix of the full amount of the authorised and already executed Payment Transaction initiated by or through the Payee.

11.12. Wittix shall notify the Customer of the suspected or actual fraud, or security threats in the Wittix System and also in addition Customer/User could be informed by email.

11.13. The Customer undertakes to protect and not to disclose any passwords, created by them or provided to them under the Agreement, or other personalised security features of the Payment Instruments to third persons and not to allow other persons to use the Services under the name of the Customer. If the Customer has not complied with this obligation and/or has not prevented it and/or performed such actions on purpose or due to own negligence, the Customer fully assumes the Losses and undertakes to reimburse the Losses of other persons incurred due to the indicated actions of the Customer or their failure to act.

11.14. In the event of loss of the password or other passwords by the Customer or the password(s) are disclosed not due to the fault of the Customer or Wittix, or in case a real threat has occurred or may occur to the User Profile (Wittix System), the Customer undertakes to change the passwords immediately or, if the Customer does not have the possibility to do that, notify Wittix thereof immediately (not later than within one calendar day) by Wittix System, Wittix email, Wittix phone number. Wittix shall not be liable for the consequences originating due to the notification failure.

11.15. Once Wittix receives the notification from the Customer as set out in Clause 11.14. of this Agreement, Wittix shall immediately suspend access to the User Profile of the Customer and the provision of the Services until a new password is provided or created for the Customer.

11.16. Wittix draws the Customer's attention to the fact that the email linked to the Account and also other instruments (e.g., a mobile telephone number), which under the Customer's choice are linked to the Payment Account, are used as instruments for communication or identification of the Customer, therefore, these instruments and login credentials shall be protected by the Customer. The Customer is completely responsible for the safety of their email passwords and all the other instruments used by them, as well as their login passwords. The passwords constitute confidential information, and the Customer is responsible for their disclosure and for any operations performed after the password used by the Customer for the User Profile or another Payment Instrument is input. Wittix recommends to memorise the passwords and not to keep them in a written form or in any instruments accessible by other persons.

11.17. In accordance with 41 of the Law on Payments and this Agreement, the refund of the amounts of payment transactions initiated by Payee or through Payee takes place as follows:

a) The payer (Customer) has the right to recover the full amount of an authorized and already completed payment transaction initiated by the Payee or through the Payee from his payment service provider, if both of the following conditions are met: a) the exact amount of the payment transaction was not specified when authorizing the payment transaction; b) the amount of the payment transaction is greater than the amount that the payer could reasonably have expected, taking into account his previous expenses, the terms of the general payment services agreement and other circumstances (except for the circumstances related to currency exchange, when the payment transaction was carried out at a currency exchange rate, due to which the payer agreed with Customer’s payment service provider).

b) At the request of the payment service provider, the payer provides data on the existence of the above-mentioned conditions.

c) In the case referred to in paragraph a) of this 11.17 Clause, the Payer's payment service provider must return to the payer the full amount of the executed payment transaction and ensure that the payer does not suffer losses due to interest payable to or receivable from the payment service provider.

d) When direct debit operations are carried out, as specified in Regulation (EU) No. 260/2012 in Article 1, the payer has the unconditional right to recover the amount of the authorized and already executed payment transaction. In such a case, the terms set out in paragraphs f) and g) of this Clause 11.17 apply mutatis mutandis.

e) The Payer and the payment service provider may agree in the Agreement that the Payer does not have the right to refund the sums of payment transactions initiated by the Payee or through the Payee, if the Payer has given consent to execute the payment transaction directly to his payment service provider and, when applicable, the payment service provider or the Payee to the Payer provided information about the future payment transaction in an agreed manner or made it possible to get acquainted with it at least four weeks before the scheduled execution of the payment transaction, except for the case specified in paragraph d) of this Clause 11.17.

f) Within 8 weeks from the day the funds were debited from the account, the Payer has the right to request the payment service provider to return the amount of the authorized payment transaction initiated by the Payee or through the Payee.

g)Upon receiving a request to refund the amount of a payment transaction, the payment service provider shall within 10 working days refund the entire amount or indicate the reasons for refusing to refund it, and if the payer is a Consumer (natural person), shall also indicate the procedure for appealing such refusal. The payment service provider does not have the right to refuse to refund the amount of the payment transaction in the case specified in paragraph d) of this Clause 11.17.

12. PROHIBITED ACTIVITIES

12.1. The Customer using the Services is prohibited from:

a) violating the rights of Wittix and third parties to trademarks, copyrights, commercial secrets, and other intellectual property rights;

b) providing false, misleading or incorrect information to Wittix and refusing to provide information or undertake other actions that are reasonably requested by Wittix;

c) executing or receiving transfers of illegally acquired funds, if the Customer is aware of or should be aware of it;

d) using the Services of Wittix in a way which causes the Losses, responsibility or other negative legal consequences or damage to business reputation of Wittix or third persons;

e) using the Services, if the Customer, their representative, beneficial owner, the executed or received Payment Transaction matches the criteria indicated in the list of limitations to the provision of the Services. Such list is provided on the Website here;

f) undertaking any other deliberate actions which could disturb the provision of the Services to the Customer or third parties or proper functioning of the Wittix System;

g) spreading computer viruses and undertaking other actions that could cause malfunctions, information damage or destruction of the Wittix System and other damage to it, equipment or information of Wittix;

h) organizing illegal gambling, betting, casino or poker games, illegal trading of stocks, indices, raw materials, currency (e.g. Forex), options and binary options, exchange-traded funds (ETF); providing of trade, investment or other services on currency exchanges, Forex markets and other electronic currency trading systems; engaging in illegal trades of tobacco products, alcohol, prescription drugs, steroids, weapons, narcotic substances and its attributes, pornographic production (child pornography, bestiality, non-consensual material), unlicensed lottery, illegal software and other articles or products prohibited by the applicable law, shell banks or shell companies, charities and non-governmental organizations;

i) accepting payments in unregulated and/ or unsupervised virtual currency, buying, converting or managing it in any other way;

j) providing services that are prohibited by the Law or contradict public order and moral principles;

k) having more than one User Profile when the Customer is a natural person, registering the User Profile by fictitious or someone else's name without having the power of attorney; registering the User Profile by using the services of anonymous phone numbers or e-mail addresses provided by other individuals or websites;

l) logging in the Wittix System as an anonymous user (e.g., via proxy servers);

m) disclosing passwords and other personalized safety features of the Customer's Account to third persons and allowing other persons to use services under the name of the Customer.

12.2. It is strictly prohibited to provide the Services by Wittix to and/or such Services to be used by the Customer to natural or legal persons who:

(i) are owned or controlled by any individual or entity subject to any sanctions administered or enforced by the Republic of Lithuanian, the United States, including SDN List and Sectoral Sanction Identifications List maintained by the U.S. Department of the Treasury's Office of Foreign Asset Control, the United Nations Security Council, the European Union and the relevant sanction authorities of each of its Member States ("sanction list");

(ii) are located, organized or resident of the countries provided on the Website on the list of limitations here, or owned or controlled by any individual, entity or government in those countries or regions; and

(iii) will use the Services of Wittix in connection with any business activities in those countries and regions. It is prohibited to carry out the Payment Transaction to/from parties that are on any above listed sanction list or other, to/from other parties that are subjects to sanctions or to whom or by whom export or re-export of products subject to export control or subject to special conditions whether published by the government the United States, government of the Republic of Lithuania, the European Union.

12.3. The list of the prohibited activities provided in Section 12.1.- 12.2 is not exhaustive and applies to the Prospective Customer, the Customer's activity and to payments parties (Payers, Payees). It is strictly forbidden to make payments to or to receive payments from persons or entities engaged in prohibited activities as specified above. Wittix reserves the right, in its sole discretion, to add/change categories of prohibited activities by adding/changing such categories and publishing them on the Website.

12.4. Any breach of clause 12. is a material breach of this Agreement and constitutes a ground for termination of the Agreement according to Lithuanian law.

13. CONFIDENTIALITY

13.1. During the term of this Agreement, and thereafter, each Party shall use and reproduce the other Party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to its employees, consultants, advisors or independent contractors on a need to know basis and will not disclose the other Party's Confidential Information to any third party without the prior written approval of the other Party.

13.2. Notwithstanding the foregoing, it will not be deemed that Parties have breached this Agreement in the event when either Party is required to disclose the Confidential Information of the other Party under the applicable law or in a judicial or governmental investigation or proceeding.

13.3. The confidentiality obligations shall not apply to information that:

a) is or becomes public knowledge through no action or fault of the other Party;

b) is known to any Party without restriction, prior to receipt of any information from the other Party under this Agreement, from its own independent sources as evidenced by such Party's written records, and which was not acquired, directly or indirectly, from the other Party;

c) either Party receives information from any third party reasonably known by such receiving Party to have the legal right to transmit such information, and not under any obligation to keep such information confidential; or

d) information independently developed by either Party's employees or agents provided that either Party can show that any such employees or agents had no access to the Confidential Information received hereunder.

13.4. Wittix has the right to transmit all collected important information about the Customer and their activity to other law enforcement institutions, state authorities (State Tax Inspectorate (VMI), Social Insurance Fund (SODRA)), and other financial institutions, if such duty is determined by the legislation, and in order to identify whether this Agreement and relevant legislation have not been or will not be violated.

13.5. The Customer grants Wittix the right to undertake the necessary measures, including but not limited to, submitting requests to third persons directly or via third parties in order to determine the identity of the Customer and accuracy of other data (e.g., a register of legal entities, systems for checking the validity of personal documents, etc.) submitted by the Customer.

13.6. Wittix points out that in all cases Wittix operates only as the Customer's service provider, which does not provide or offer any services to the Payee until they become clients of Wittix.

13.7. Wittix has the right to record telephone conversations with the Customer and/or the User. The Parties agree that telephone conversations and messages transferred via mail, email and other telecommunication means may be deemed evidence when settling disputes between the Parties. Under this Agreement, the Customer confirms that they understand and agree to Wittix recording telephone conversations with the User. The Customer also has the right to record and store telephone conversations and other correspondence for the purposes of lawful objectives set forth by the Customer's privacy policy and rules for processing personal data.

13.8. The Customer agrees that their Account number and Personal Data required for the execution of a payment transfer may be detected and displayed to another Wittix user, who intends to make a payment transfer to the Customer if another Wittix user enters a confirmed identifier of the Customer (the person's name, the legal person's name, bank account number, e-mail address or phone number).

13.9. Under the Customer's consent, the Customer's data may also be transmitted to payment initiation or account information service institutions. Wittix may refuse to provide an account information service provider or a payment initiation service provider with access to the Customer's Account based on objective and duly reasoned grounds relating to unauthorised or unfair access to the Account, gained by that account information service provider or payment initiation service provider, including unauthorised or unfair payment transaction initiation. In such cases, Wittix shall inform the Customer of the refusal to grant access to the Account and indicate the reasons for such action. This information should be provided to the Customer prior to refusal to grant access to the Account, if possible, and not later than upon refusal to grant it, unless the provision of such information could weaken the safety measures or was prohibited under legislation.

14. PERSONAL DATA PROTECTION

14.1. The processing of the Customer's (User's) Personal Data and provision of necessary consents are governed by the Privacy Policy, which the Customer commits to adhere to and which may be found on the Website here, and the General Data Protection Regulation and the applicable national data protection Legislation. By entering into this Agreement, the Customer acknowledges that they have read and understood the Privacy Policy of Wittix and undertakes to comply with.

14.2. Each Party, when acting as data processor, shall process the Personal Data in accordance to the Data Protection Legislation as well as in accordance with other applicable laws of the Personal Data protection.

14.3. Where one Party acts as the data controller of the Personal Data processed by the other Party as data processor, the Party acting as the data processor shall process the Personal Data according with the data controller's instructions.

14.4. The Customer agrees for Wittix to manage their Personal Data with an aim to provide services to the Customer and execute other responsibilities under this Agreement. The Parties guarantee the security of the Personal Data received while executing the Agreement. The Personal Data is used to the extent necessary to execute this Agreement. The Personal Data cannot be disclosed to third parties without consent from the subject of this data, except for cases stated by the Law or the Agreement.

15. TERMINATION OF AGREEMENT

15.1. The Agreement and/or any separate agreement between the Parties may be terminated at any time by mutual consent of the Parties or unilaterally by either Party following the terms set forth in this Agreement or such particular arrangement.

15.2. The Parties have the right to terminate this Agreement at any time, unilaterally, without specifying the reasons:

a) the Customer has the right to terminate this Agreement by notifying Wittix in writing at least 30 (thirty) calendar days before the date of termination of the Agreement. The notice notifying Wittix of the Customer's unilateral termination of this Agreement must be submitted on the Wittix System;

b) Wittix has the right to terminate this Agreement concluded for an unlimited period of time or any part thereof by notifying the Customer in writing at least 60 (sixty) calendar days before the date of termination of the Agreement, except where a different period is established under the Law on Money Laundering and Terrorist Financing and other related applicable legal acts.

15.3. Wittix shall be entitled to terminate this Agreement in writing with immediate effect from the date of delivery of termination notice to the other Party, if the relevant Customer repeatedly and grossly violates this Agreement and/or if this violation is related to Law on Money Laundering and Terrorist Financing and other related applicable legal acts.

15.4. The Customer shall be entitled to terminate this Agreement in writing with immediate effect from the date of delivery of termination notice to Wittix, if Wittix loses its license to provide the Services or the license is suspended and, in the event, when any events occur that may affect the discharge of the Customer's liabilities towards Wittix (initiation of a bankruptcy, restructuring, foreclosure, liquidation, or criminal proceedings, etc.).

15.5. The regular Commission Fee is imposed and charged from the Customer for the Services in proportion to the day of termination of the Agreement. If the Commission Fee was paid in advance by the Customer, Wittix must return the difference to the Customer's Account.

15.6. Termination of this Agreement and closure of the Account could be subject to the Account closing Fee. No Fee shall be payable by the Customer upon termination this Agreement, unless less than 6 months have elapsed since the date of entry into force of the Agreement. Where a termination Fee is charged, it shall be reasonable and in line with the Wittix's costs.

15.7. When the Customer terminates the Agreement, Wittix must provide on paper or on another Durable Medium to the Customer the information on the Payment Transactions executed in the Customer's Account during the last 36 (thirty-six) months free of charge. In the event when the Parties entered into the Agreement less than 36 (thirty-six) months ago, Wittix shall provide any such information for the entire period of validity of the Agreement. Wittix shall not be bound by the obligation specified in this clause, when the Customer voluntarily refuses to receive such information and the Customer has notified Wittix of such refusal on Wittix System before the termination of the Agreement.

15.8. Termination of this Agreement does not relieve the Customer from properly fulfilling all contractual obligations to Wittix arising prior to the date of such termination. Payment operations initiated under this Agreement prior to its termination, shall be completed in accordance with the terms applicable until the moment of termination of this Agreement, unless agreed otherwise.

15.9. Upon termination of the Agreement, the Electronic Money held on the Customer`s Account shall be redeemed at par value and the funds transferred to the payment account specified by the Customer. In case Wittix fails to redeem the Electronic Money due to reasons beyond the control of Wittix, the Customer shall be notified thereof immediately. The Customer shall immediately indicate another payment account or provide additional information necessary to redeem the Electronic Money.

15.10. In the event of a dispute between Wittix and the Customer, Wittix has the right to detain funds under dispute until the dispute is resolved.

15.11. If the Customer did not log in to the User Profile and perform Payment Transactions in the Account for more than a year, Wittix shall deem the User Profile and the Account to be not in use (inactive). Wittix has the right to terminate the Agreement and close any such User Profile and Account, informing the Customer of the inactive User Profile and the Account 60 (sixty) days prior to termination of the Agreement and close of any such User Profile and the Account, provided that the User Profile and the Account are not in use and there are no funds in the Account. If the Customer has opened more than one Account and at least one inactive Account has funds in it, Wittix shall leave the User Profile open and close the inactive and empty Account(s) only. In the event when the User Profile and the Account with any funds in it remain inactive for more than one year, Wittix shall begin applying the Commission Fee for the maintenance of the inactive User Profile and the Account with funds in it. Such fee shall be applied until the Account becomes empty. Once any such Account becomes empty, Wittix may terminate the Agreement and close any such Profile and in accordance with this clause.

15.12. Wittix shall have the right to terminate all or any part of the Agreement at any time giving 60 (sixty) days prior notice and immediately (if such termination would be required according to Law on Money Laundering and Terrorist Financing and other related applicable legal acts and / or Wittix internal Policies) to or obtaining further instructions from the Customer and without liability to the Customer for the Losses that may be incurred as a result, if any of the following events occurs:

a) the Customer fails to make any payment and/or pay the Fees due under this Agreement or any other agreement concluded with Wittix, including when the Customer fails to return the money credited by mistake to the Account in time, at the request of Wittix, and/or when the Customer fails to pay Wittix daily penalties of 0.05 percent for each day by which the time limit has been exceeded;

b) the Customer is (or threaten to be) in material breach of any of provisions of this Agreement or of any of the Customer obligations under the Agreement;

c) the activities of the Customer using the Wittix Account have the potential to harm Wittix business reputation;

d) the Customer fails to complete the necessary identification procedures, or submit information required by Wittix, or the Customer provides information that does not conform to the requirements stipulated by legislation or Wittix, or the result of the Customer's due diligence is not satisfactory to Wittix and/or does not comply with the applicable Law, or doubts concerning the veracity and authenticity of submitted documents arise to Wittix, also if Wittix has reasonable suspicion that the Customer does not observe the requirements set forth in clause 12. of the Agreement;

e) due to further provision of services and activity of the Customer, justified interests of third parties may be harmed;

f) due to objectively justified reasons related to the safety of funds on the Account and/or the Payment Instrument, unauthorised or fraudulent use of money on the Account and/or the Payment Instrument is suspected;

g) Wittix finds out about theft or loss of the Payment Instrument, suspects or finds out about illegal purchases or unauthorised use of the Payment Instrument, also in case of facts or suspicions that personalised safety data of the Payment Instrument (including identity confirmation instruments) have become known or may be used by third persons, Wittix has reasonable suspicion that funds or the Payment Instrument may be illegally used by third persons, or the Account and/or the Payment Instrument may be used for illegal activity;

h) the Customer is (or threaten to be) in material breach of any provisions of this Agreement or obligations of any other agreement;

i) the Customer cease to (or threaten to cease to) carry on business, suspend payment of debts, make a composition with any of creditors, have a receiver appointed over some or all of its assets, commence or are the subject of any liquidation, bankruptcy or insolvency proceedings (other than for the purposes of amalgamation or reconstruction approved in advance in writing by Wittix), or an analogous event occurs in any relevant jurisdiction;

j) the Customer fails in any respect to fully and promptly comply with any obligations to Wittix or through Wittix to any clearing house or bank;

k) it becomes (or it appears that it may become) unlawful for Wittix to maintain or give effect to all or any of the obligations under this Agreement or otherwise to carry on business or if Wittix or the Customer are instructed or requested to rescind this Agreement (or any part thereof) by any regulatory or law enforcement authority;

15.13. In the event of a reasonable suspicion by Wittix that the Payment Account or the User Profile of the Customer has been hacked, Wittix has the right to partially or completely suspend provision of the Services to the Customer without prior notice. In such a case, Wittix will inform the Customer of the suspension and provide further information on actions that have to be performed by the Customer in order to resume provision of the Services.

15.14. Wittix cancels blockage of the Payment Account when the causes for blockage of the Account cease to exist.

15.15. The Account may be blocked at the initiative of the Customer if the Customer submits an appropriate request to Wittix and informs Wittix that the Payment Instrument of the Customer has been stolen or lost, or funds on the Account are used or may be used illegally. Wittix has the right to demand from the Customer to later confirm the orally submitted request to block the Account in writing or another way acceptable to Wittix. If the Account has been blocked at the initiative of the Customer, Wittix has the right to cancel the blockage only after receiving a written request from the Customer or apply other Customer identification procedures, unless the Agreement states otherwise.

15.16. Wittix is not liable for the Losses incurred by the Customer due to suspension of the Service provision, blockage of the Account or other actions, if those actions have been performed in accordance with the procedures and under circumstances specified in this Agreement.

16. LIABILITY OF PARTIES

16.1. Each Party is liable for all fines, forfeits, and the other Losses which the other Party incurs due to violation of the Agreement by the guilty Party according to Law on Payments, Civil code of Lithuania and other applicable legal acts or the Republic of Lithuania. Wittix does not guarantee uninterrupted operation of the Wittix System, because the Wittix System operation may be affected (disordered) by many factors beyond the control of Wittix. Wittix shall put all efforts to secure the fluent operation of the Wittix System as possible, however, Wittix shall not be liable for consequences originating due to operation disorders of the Wittix System, if such disorders occur not due to the fault of Wittix or by outsourced service providers used by the Wittix, and provided that this is in accordance with the applicable law.

16.2. Events, when Wittix limits access to the Wittix System temporarily, but not longer than for 24 (twenty-four) hours, due to the Wittix System repair, development works, and other similar cases, and if Wittix informs the Customer of such cases at least 2 (two) calendar days in advance, shall not be considered operation disorders of the Wittix System.

16.3. Wittix is not liable for:

a) money transfer from the Account and for other Payment Transactions with funds held in the Account if the Customer had not protected their passwords and identification instruments, and as a result they have become known to other persons, and also for illegal actions and transactions of third persons performed using counterfeited and/or illegal documents or illegally received data;

b) errors and late or missed transactions made by banks, billing systems, and other third parties;

c) consequences arising due to disturbances of fulfilment of any Wittix obligations caused by a third party which is beyond the control of Wittix;

d) consequences arising after Wittix legally terminates the Agreement, cancels the User Profile or limits access to it, also after reasonable limitation or termination of provision of a part of the Services;

e) goods and services purchased using the Account, and also for the other party, which receives payments from the Account, not complying with terms of any agreement;

f) for a failure to fulfil its own contractual obligations and damages, in case it was caused due to Wittix fulfilling duties determined by the Law.

16.4. The Customer may bear Losses up to 50 EUR (fifty euros) that have arisen due to the unauthorised Payment Transactions if such Losses have been incurred due to: the use of a lost or stolen Payment Instrument; illegal acquisition of a Payment Instrument. However, the Customer bears all the losses if he does not comply with the obligations stipulated in this Agreement, for example in 11.13.

16.5. The Payer shall not suffer any losses if:

1) he could not notice the loss, theft or illegal appropriation of the payment instrument before the execution of the payment transaction, except in cases where he acted dishonestly;

2) losses are incurred as a result of the actions or inaction of the Wittix, its employee, intermediary, branch or persons to whom performance of operational functions has been transferred.

3) due to a lost, stolen or illegally appropriated payment instrument after submitting a notification in accordance with Law on Payments (i.e. after learning about the loss, theft or illegal appropriation of the payment instrument or its unauthorized use, immediately informs the Wittix or the entity specified by him), except in cases where the Payer acted dishonestly or does not comply with the obligations stipulated in this Agreement (for example in clause 11.13).

16.6. The Customer may bear all Losses incurred due to the unauthorised Payment Transactions if the Customer has suffered the Losses as a result of acting dishonestly or due to their gross negligence or intentionally not fulfilling one or several of the duties indicated below:

a) to comply with the rules regulating the issuance and usage of the Payment Instrument, when using the Payment Instrument, as established in this Agreement;

(b) if the Customer becomes aware of a loss, theft, illegal acquisition or unauthorised usage of the Payment Instrument, of any facts and suspicions that personalised security features of their Payment Instruments have become known to or can be used by third persons, the Customer shall notify Wittix immediately, in accordance with the rules regulating the issuance and usage of the Payment Instrument;

c) to undertake all possible measures to protect the personalised security data of the Payment Instrument after the Payment Instrument has been issued.

17. GOVERNING LAW AND SETTLEMENT OF DISPUTES AND COMPLAINTS

17.1. This Agreement is made and shall be governed by and interpreted in accordance with laws of the Republic of Lithuania.

17.2. Wittix and the Customer aim to settle all disputes amicably, promptly, and on terms acceptable to both Parties, through negotiations. In the event when the Customer reasonably deems that Wittix has infringed their rights or legitimate interests relating to the Services provided by and/or contracts concluded with Wittix, the Customer has the right to submit a written complaint to Wittix. The complaint shall be handled free of charge in accordance with the Wittix complaints policy, which may be found on the Wittix website: https://www.wittix.com/docs/complaints-policy .

17.3. In the event when the Parties fail to settle disputes by way of negotiations, any such disputes may be settled before the courts of the Republic of Lithuania in accordance with the procedure set out by laws of the Republic of Lithuania.

17.4. If the Customer is not satisfied with the decision made by Wittix, the Customer who is a consumer (a natural person who acts for purposes other than his or her business, trade or professional activities) has the right to apply to the supervisory authority Bank of Lithuania (identification code 188607684, address: Žalgirio str. 90, LT-09303, Vilnius, the Republic of Lithuania, www.lb.lt/en/) for out-of-court dispute settlement. The possibility to settle dispute out-of-court does not preclude the right to solve the dispute in court at any time.

17.5. The Customer shall also have the right to lodge a complaint with the supervisory authority of Wittix, the Bank of Lithuania (identification code 188607684, address: Žalgirio str. 90, LT-

09303, Vilnius, the Republic of Lithuania, www.lb.lt/en/) regarding the possible breach of applicable legislation.

17.6. The Customer shall have a right to lodge a complaint with other supervisory authority of Wittix, the State Data Protection Inspectorate concerning an alleged infringement of the laws regulating Data Protection in writing or in electronic form at L. Sapiegos str. 17, LT-10312, Vilnius, the Republic of Lithuania, ada@ada.lt.

18. FINAL PROVISIONS

18.1 .Each Party confirms that it possesses all permissions and licences required under the applicable law that are necessary for the execution of the present Agreement.

18.2. The Parties are independently liable to the state and other subjects for the fulfilment of all tax obligations. Wittix shall not be liable for the execution of tax obligations of the Customer, calculation, or transferring of taxes applied to the Customer.

18.3. This Agreement comes into force after the Prospective Customer, the Customer and/or the User electronically expressed their consent to comply with this Agreement, and provided all information, data and documents thereof, acknowledged to the Privacy Policy, registered in the Wittix System, opened the Account and paid the applicable Fees.

18.4. This Agreement is made in accordance with the Lithuanian Law.

18.5. The Parties agree that the requirements for the service provision applicable for Customers who are not are consumers but are legal entities (are not a natural person who acts for purposes other than his or her business, trade or professional activities) in relation to article 3 (7) of the Law on Payments of the Republic of Lithuania are not applicable. It shall mean that the Parties agree that they may disapply or apply differentially, to the fullest extent possible, provisions of articles 13, 15, 29(3), 37, 39, 41, 44, 51, 52, as well as to deviate from the period indicated in article 36 of the Law on Payments of the Republic of Lithuania. According to that is stated above, the Parties agree that in certain cases clearly specified in this Agreement, if the Customer is a legal entity, for such Customer the notification period regarding changes of the Agreement is 30 (thirty) days instead of the standard 60 (sixty) days. Also, for such Customer (legal entity) notification period for unauthorised or improperly executed payment transactions is different as stated in Clause 5.18 of this Agreement.

18.6. Wittix and the Customer are independent contractors under this Agreement and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither Party has authority to enter into agreements of any kind on behalf of the other Party.

18.7. The Customer may not transfer or assign any rights or obligations they may have under this Agreement without Wittix prior written consent. Wittix reserves the right to transfer or assign its rights and obligations arising out of this Agreement to third parties at any time without a consent from the Customer, if such transfer of rights and obligations does not contradict the relevant legislation. The foregoing does not apply if either Party changes its name.

18.8. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by the applicable law.

18.9. The whole text this Agreement, as well as the documents derived from it, have been written in Lithuanian and English, both versions being deemed authentic, but for legal purposes the text in Lithuanian is to be given priority of interpretation. This Agreement may be translated to other languages, but in case of any discrepancy between the original text and translated versions, the text in Lithuanian language shall prevail.

18.10. Wittix shall reserve the right to assign its rights and obligations arising out of this Agreement to third parties at any time without consent of the Customer or User if such assignment of rights and obligations is not in conflict with the law.

18.11. This Agreement shall be published on the Wittix Website and, if available, in the Wittix System in English languages and other languages if translated, or if required by applicable legal acts.