

TERMS AND CONDITIONS
FROM THE ACCOUNT INFORMATION ACCESS SERVICE
AT FINNOVATIVE SOLUTIONS UAB
FOR USERS

I. WHO WE ARE

1. All services specified in these Terms and Conditions are provided by UAB Finnovative Solutions.
2. We are a payment institution authorized to provide the service of access to account information in the EEA under the Law of the Republic of Lithuania on Payment Institutions and authorized by the Bank of Lithuania, registered in the register kept by it under number LB001997. For more information about us, please visit: <https://www.lb.lt/lt/finansu-rinku-dalyviai/finnovative-solutions-uab> or by typing our information into your browser.
3. Services will be provided directly by Us. The agreement (based on these Terms and Conditions) will be concluded directly with Us.
4. Provision of the Services is possible in connection with the conclusion by us of an agreement with the Partner, under which we undertake to provide the Services to Users.
5. Our headquarters is located at Laisvės pr. 60-308, LT-05120, Vilnius, Republic of Lithuania and we are registered in the Register of Companies in Lithuania under the number 305206391. For more information, visit www.registrucentras.lt.
6. Our supervisory authority is the Bank of Lithuania (Lietuvos bankas), headquartered at Gedimino pr. 6, LT-01103 Vilnius (Lithuania). The Bank of Lithuania can be contacted by phone (phone number: +370 800 50 500), by mail (mailing address: Totorių g.4, LT-01121 Vilnius, Lithuania) or by using the contact form https://www.lb.lt/en/contacts#faq_form. Below is more information about the Bank of Lithuania:
 - a) Bank of Lithuania code: 10100
 - b) Identification code: 188607684
 - c) VAT payer code: LT886076811
 - d) SWIFT: LIAB LT 2X
 - e) LEI (legal entity identifier) 5299002QI7G5XEIYAO60.

II CONTACT DETAILS

7. If you have any questions about the Contract, please contact the Incident and Complaint Management Department at:
 - a) e-mail: support@finnovative.eu
 - b) by writing to: Incident and Complaint Management Department of UAB Finnovative Solutions, Laisvės pr. 60-308, LT- 05120, Vilnius.

III DEFINITIONS

8. The following capitalized words and phrases in these Terms and Conditions shall have the following meanings:

Account	User's payment account.
The payment service provider operating the Account or ASPSP	The payment service provider that maintains the Account for the User and provides the ASPSP Interface.
ASPSP interface	Internet access channel to the Account provided by ASPSP.
Contract	Means the contractual relationship between you and Us, which is governed by the Terms and Conditions.
Business day	Means any day other than a Saturday, Sunday or public holiday in Lithuania.
Authentication data	Data used to authenticate the User to the Payment Service Provider maintaining the Account.
EEA	Means the European Economic Area, which, as of the date of the Terms and Conditions, includes all member states of the European Union plus Norway, Iceland and Liechtenstein.

Durable medium	Means any medium that allows the User to store information directed personally to him/her, in a manner that allows future access to it for a period of time appropriate to the purposes for which the information is used and that allows the reproduction of the stored information in unaltered form.
Finnovative Solutions or We or the Service Provider	Means Finnovative Solutions UAB, headquartered at Laisvės pr. 60-308, LT-05120, Vilnius, Republic of Lithuania, legal entity code 305206391, being a Payment Institution (<i>Mokėjimo įstaiga</i>), supervised by the Bank of Lithuania (<i>Lietuvos bankas</i>), authorized to provide payment services within the EEA, entered in the register kept by the Bank of Lithuania under number 50 by decision dated 17/09/2020.
Finnovative Website	Denotes the website www.finnovative.eu and the pages created on the Finnovative Solutions domain through which the Contract will be concluded.
Incident and Complaint Management Department	Means the unit within the structure of Finnovative Solutions that can be contacted at the details specified in Section II and that will handle complaints and inquiries about the One-Time Access Service.
Partner	Entity cooperating with Finnovative Solutions on the basis of the concluded cooperation agreement, on the basis of which Finnovative Solutions undertook to provide the One-Time Access Service to the User — on its own behalf and for its own account.
Services	Refers to services provided by Us to You, including, but not limited to, One-Time Access Service.
One-Time Access Service	Means a one-time service provided by Finnovative Solutions to the User, consisting of accessing the User's Account once, downloading the data and providing the User or another provider (e.g. Partner) with consolidated information about the User's financial situation as of the time of the One-Time Access Service.
User or You	A natural person of full age, a legal person or an organizational unit that is not a legal person, but has legal capacity, who uses the Services provided by Finnovative Solutions.
Terms and Conditions	Means these Terms and Conditions, which govern the relationship between you and Us with respect to, among other things, the One-Time Access Service.
User Interface	The element of the account made available to the User by the Partner under a unique identifier, enabling the use of the One-Time Access Service and collecting the User's data concerning its use.

IV OUR SERVICES

9. We provide our Users with services to access account information (One-Time Access Service). Account information access service is an online service providing consolidated information on one or more Payment Accounts held by a Payment Service User (you) with either another Account Provider maintaining the Account or with more than one Account Provider maintaining the Account (ASPSP).
10. It is not required to create a User profile on the Finnovative Website to use the One-Time Access Service.
11. In addition, we provide Services other than access to Account information (see Section VI).
12. You can use the One-Time Target Access Service for the purpose of:
 - a) verification and identification of your identity for purposes related to the Partner's performance of AML/CFT obligations;
 - b) downloading the history of the transactions made and blocking of the Account;
 - c) use of the services provided by the Partner, separately specified in the agreement between you and the Partner.
13. To use the One-Time Access Service, you must register a user account on the Partner's website in accordance with the terms and conditions set by the Partner.
14. Through your account on the Partner's website, you gain access to the User Interface enabling, in particular:
 - a) use of the One-Time Access Service;
 - b) access to the history of operations performed by you;

15. Use of the One-Time Access Service requires a device with an up-to-date operating system with access to the Internet, including software capable of browsing Internet resources, and a payment account maintained online by a bank or financial institution headquartered in one of the EEA countries.
16. We are not a party to a contract or other legal relationship between you and the Partner, nor do we mediate such a relationship.

V ONE-TIME ACCESS SERVICE

17. In order to use the One-Time Access Service, you should:
 - a) go to the User Interface by selecting the appropriate option visible on the Partner's website;
 - b) select the One-Time Access Service on the Partner's website;
 - c) select your ASPSP from the available list;
 - d) specify the parameters of the One-Time Access Service, including: indication of the Account or Accounts from which the User's data is to be retrieved, the time interval, the scope and level of detail of the User's data to be retrieved;
 - e) accept the Terms and Conditions, provide the data (if we ask you to do so) and make the statements of intent necessary for the provision of the One-Time Access Service — when redirected to the Finnovative Website.
 - f) give your express consent for Us to access your Account and for Us to use your consolidated information to provide your information to the Partner;
 - g) provide Authentication Data in accordance with the agreement between the User and ASPSP.
18. During the provision of the One-Time Access Service:
 - a) we access your designated Account through a mechanism specified by the Payment Service Provider operating the Account.
 - b) we ensure that your individual Authentication Data is not, except to you and the issuer of the individual Authentication Data, accessible to other parties, and that when it is transmitted by Finnovative Solutions, it is done through secure and efficient channels;
 - c) we identify ourselves to the Payment Service Provider operating the Account and securely communicate with it and you,
 - d) we authenticate you with the applicable Account Provider using the Authentication Data provided to you by the applicable Account Provider in accordance with the requirements of the access mechanism specified by the applicable Account Provider;
 - e) we only request and collect information from designated Payment Accounts and payment transactions specified by you,
 - f) we do not request sensitive payment data (note: the Account holder's name and Payment Account number are not considered sensitive payment data);
 - g) we do not collect, use, access, or store any data for any purpose other than the provision of the One-Time Access Service and for any other purpose prescribed by law — unless you consent.
19. You specify what information we will have access to (time, scope and detail). Information may include Account information such as:
 - a) list of Accounts;
 - b) account details;
 - c) detailed information on transactions (e.g. time, description, amount, recipient, transaction status on rejection).
 - d) transaction and blocking history.
20. We consolidate the information received from the Payment Service Provider maintaining the Account into the format in which the data is presented or made available to you on a consolidated basis (consolidation includes aggregation and processing). You will receive complete information within 15 minutes.
21. The scope of the Account data provided by ASPSP shall include the same information regarding at least one User-designated Account of the User and related payment transactions that is provided by ASPSP to the User when the User directly requests online access to Account information. The scope of Account data may vary, depending on the ASPSP and its internal regulations. Finnovative Solutions does not access your data beyond what is permitted by law. Information received from ASPSP may include your personal data, which we process in accordance with our Finnovative Solutions UAB Personal Data Processing Policy available on the Finnovative Solutions Website. FS is not responsible for the accuracy and completeness of the User's data provided to it by ASPSP.
22. At your request and with your consent in the context of your use of the Finnovative Solution Services, we provide the information collected to your designated provider, including Partner (see Section VI for more details). Partners may also

be provided with your personal information, associated with your Account, obtained as a result of the One-Time Access Service.

23. The use of the Services is possible after the conclusion of the Agreement. The Agreement under the terms and conditions set forth in these Terms and Conditions is concluded upon your agreement to provide the Services on your behalf and to the wording of the provisions of these Terms and Conditions available on the Finnovative Website, to which you are redirected from the Partner's website. The Agreement is valid only until the execution of the One-Time Access Service, and this Agreement is a one-time agreement. If you wish to use the Services in the future, you will need to re-enter into the Agreement under the terms and conditions set forth in the Terms and Conditions. In any case, the use of the Services will be on a one-time basis.

VI PROVIDING INFORMATION TO PARTNERS

24. At your request and with your consent, we provide the collected information to your designated provider including Partner. You specify what information is to be sent (time, scope and detail) and the supplier (Partner) who will receive the information.
25. Sending the consolidated information on the Account referred to in item and item 17(f) and in item 24 above takes place if you have consented to it by submitting an appropriate declaration of intent on the Finnovative Website.
26. We are not responsible for other providers (including Partners) or for the failure or unavailability of their services or for any losses you may incur while receiving or relying on their services. The Terms and Conditions of the relevant services are subject to the contract between you and the relevant service provider, including ASPSP.

VII SERVICE SECURITY

27. We will refuse to provide the One-Time Access Service if:
- a) the User has not authenticated or has not provided Authentication Data or the Authentication Data is incorrect, outdated, incomplete, locked, restricted or otherwise does not allow authentication on the ASPSP Interface;
 - b) the ASPSP has denied the Provider access to the Account or access to the Account is impossible for other reasons;
 - c) the performance of the One-Time Access Service would result in illegal or unauthorized access to the Account.
28. The One-Time Access Service is provided based on the authentication methods used in the relationship between you and the Payment Service Provider maintaining the Account. In performing the One-Time Access Service, we rely on the authentication procedures provided to you by ASPSP.
29. You shall enter Authentication Data only for the purpose of authentication with ASPSP and for the performance of the Services based on granting Us access to the Account. The Provider does not require the User to provide Authentication Data in other cases, including before and after the provision of Services based on access to the Account. In particular, we do not require you to share your Authentication Data with third parties, including Partners. Sharing such data with third parties may jeopardize your data security and financial resources.
30. Upon termination of the One-Time Access Service, we no longer have access to your Account or store the consolidated information referred to in clauses 19 and 20 or your personal information, unless you request otherwise and subject to our performance of obligations imposed by law. We will not store your Authentication Data.
31. The Provider shall immediately, upon detection of the occurrence of fraud or suspicion of fraud, or the occurrence of security threats, notify you of such an event along with an indication of available measures you can take to reduce the negative effects of such an event.

VIII REGULATIONS OF THE ACCOUNT ACCESS INFORMATION SERVICE AND SUPERVISION OF THE BANK OF LITHUANIA

32. The services provided by Us under these Terms and Conditions are account information access services within the meaning of Lithuanian and EU payment services regulations and are supervised by the Bank of Lithuania, with the exception of the transfer of information referred to in Section VI, which is performed at your request and with your consent to a provider you have designated, including the Partner. This service is not subject to payment services regulation and is not provided under the supervision of the Bank of Lithuania. Such activities will be carried out in accordance with the Regulations and applicable laws, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) and Lithuanian personal data laws.
33. If We provide the One-Time Access Service to You in accordance with the Agreement, We process Your Personal Data

for the purpose of entering into and performing the One-Time Access Service Agreement, under the terms and conditions set forth in the Terms and Conditions. The legal basis for the processing of personal data in this regard is the necessity of data processing for the conclusion and performance of the Agreement.

34. In the case of provision by Us of the Service referred to in Section VI of the Terms and Conditions, the legal basis for processing your personal data for the purpose of sharing it with the Partner is the consent you have given.
35. Detailed rules for the protection of your data and your rights with respect to personal data are contained in our Finnovative Solutions UAB Personal Data Processing Policy available on the Finnovative Solutions Website.

IX FEES

36. Finnovative Solutions will not charge you for providing the Services.
37. Finnovative Solutions may charge the Partner for providing the Services.

X LIABILITY

38. Finnovative Solutions assumes no responsibility for goods or services you purchase from other suppliers, including Partners.
39. Finnovative Solutions carries professional liability insurance of at least €150,000 for Finnovative Solutions' liability to you (and ASPSP).
40. It is prohibited to transmit any illegal content using the One-Time Access Service.
41. In case of an unauthorized, non-executed, defective or delayed transaction, you should file a complaint with ASPSP.
42. You are required to promptly (and no later than thirteen months from the date of debit) file a complaint regarding an unauthorized, non-executed or improperly executed transaction with your ASPSP in accordance with the procedure set forth in your agreement with the ASPSP. The ASPSP is responsible for the return of any funds and adjustments.

XI COMPLAINT PROCEDURE

43. If you have any complaints, please contact the Incident and Complaint Management Department using the details provided above.
44. Complaints and inquiries regarding the use of our Services can be sent by letter or email by contacting the Incident and Complaint Management Department.
45. Complaints shall be processed without undue delay, but no later than within fifteen (15) working days of receipt. In particularly complicated cases, this deadline may be extended to thirty-five (35) working days, of which you will be informed in advance, stating the reasons for the extension. A response to the complaint will be sent to the mailing address provided in the complaint or, if you choose to be notified by e-mail, to the e-mail address provided.
46. You are obliged to provide us with explanations and assistance in matters related to your complaint, provided that the provision of explanations or assistance is not contrary to applicable law. You are required to provide an explanation within seven (7) working days of receiving a letter or request in this regard.
47. If you are a consumer (an individual using our services and acting for purposes that are not related to your trade, business or profession) and you are not satisfied with Our response to your complaint or you do not receive any response within 15 days, you have the right to settle disputes out of court. The Bank of Lithuania is the dispute settlement authority. You can ask the Bank of Lithuania to settle the dispute within one year. Applications can be submitted:
 - a) through the E-Government Gateway electronic dispute resolution system;
 - b) by filling out the consumer application form (available on the Bank of Lithuania website, <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>) and sending it to the Supervisory Service of the Bank of Lithuania, Žalgirio g. 90, 09303 Vilnius, e-mail: prieziura@lb.lt;
 - c) by filling out an application on any form and sending it to the Supervisory Service, Žalgirio g. 90, 09303 Vilnius, e-mail: prieziura@lb.lt;

More details on the procedure can be found on the Bank of Lithuania's website at <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>.

48. If you are a consumer (an individual using Our services and acting for purposes unrelated to your trade, business or profession), We inform you of the existence of the ODR platform (European online dispute resolution platform) and the possibility of using the ODR platform to resolve disputes. The platform is available at <http://ec.europa.eu/consumers/odr/>.
49. If Our activities violate the law, you can (whether you are an individual or a legal entity) file a complaint against Our

activities with the Bank of Lithuania. Below you will find contact information for filing a complaint with the Bank of Lithuania:

- a) address: Totorių g. 4, LT-01121 Vilnius; Žalgirio g. 90, 09303 Vilnius,
- b) e-mail: info@lb.lt; prieziura@lb.lt;
- c) phone number: +370 800 50 500; +370 5 251 2763;
- d) fax number:- +370 5 268 0038.

XII GENERAL PROVISIONS

- 50. We will be contacted in English or Polish. These Terms and Conditions are available on the Finnovative Website, from which you can download or print them to secure the provisions of your Agreement. It can also be obtained upon request by contacting the Incident and Complaint Management Department. You will receive these Terms and Conditions in paper form (by mail) or in another Durable medium. The Agreement is concluded in the language in which you used the Finnovative Website and in which you made the statements of intent necessary to conclude the Agreement with us. You will be bound by the version of the Terms and Conditions that we provide to you on the Finnovative Website when you enter into the Agreement.
- 51. The Terms and Conditions are also available for download on Finnovative's website, in both Polish and English versions.
- 52. If any terms or provisions of these Terms and Conditions are found to be invalid or ineffective in whole or in part for any reason, the remaining terms and provisions of these Terms and Conditions will remain in effect.
- 53. Failure to exercise or delay in exercising any right or remedy shall not constitute a waiver of such right or remedy in whole or in part and shall not deprive us from exercising such rights or remedies in the future.
- 54. In order for the Finnovative Website to function properly, it is necessary to have a device with Internet access and an Internet Explorer, Mozilla Firefox or Google Chrome browser (with cookies, javascript and flash player enabled). When using the Finnovative Website, you must not upload unlawful content.
- 55. Unless we have assigned our rights hereunder, no third party shall have any rights or benefits hereunder.
- 56. These Terms and Conditions, including the relations between the Company and you before and after the conclusion of the Agreement, are governed by Lithuanian law.
- 57. Any disputes arising out of or in connection with the use of the One-Time Access Service that are not resolved amicably will be settled by a court of law.

Terms and Conditions of Finnovative Solutions v. 1.0 Date: August 2024