

**TERMS & CONDITIONS CONCERNING PROVISION OF A SINGLE ACCESS SERVICE**

**§ 1 DEFINITIONS**

<b>User's Data / Data of a user</b>	information about Accounts and their owners provided by the Access Mechanism
<b>Authentication data</b>	data used to authenticate a User to the Supplier via the Access Mechanism
<b>Supplier</b>	payment services provider, who maintains the Account and provides the Access Mechanism (in particular a bank or other legal person established in accordance with the provisions of the relevant acts, to the extent that separate regulations authorize them to provide payment services)
<b>Business day</b>	a day from Monday to Friday excluding public holidays
<b>Partner</b>	an entity on behalf of which Kontomatik provides the User's data
<b>Kontomatik</b>	KONTOMATIK, UAB with its registered office in Vilnius, address: Upes 23, LT-08128 Vilnius, Lithuania, registered under the number 304852516, being a Payment Institution providing Account Information Services only, supervised by the Bank of Lithuania (Lietuvos bankas), authorised to provide payment services on the territory of Lithuania, Czech Republic, Estonia, France, Germany, Italy, Latvia, Poland, Portugal, Spain and the United Kingdom, entered into the register kept by the Bank of Lithuania under number LB000487 by the decision of 17 December 2018, e-mail address: <a href="mailto:contact.lt@kontomatik.com">contact.lt@kontomatik.com</a> website address: <a href="https://kontomatik.com">https://kontomatik.com</a> The details concerning the permit to provide payment services may be found by entering Kontomatik particulars on the website: <a href="https://www.lb.lt/en/sfi-financial-market-participants/kontomatik-uab">https://www.lb.lt/en/sfi-financial-market-participants/kontomatik-uab</a>
<b>Access Mechanism</b>	an online access channel to one or more Accounts provided by a Supplier
<b>Kontomatik Tool</b>	Kontomatik web application designed to enable communication between Kontomatik and a User and between Kontomatik and the Access Mechanism
<b>Agreement</b>	an agreement between a User and Kontomatik concluded under the terms and conditions stipulated herein
<b>Single Access Service</b>	one-time access service, granted by Kontomatik, to the User's Data and transferring the Data to a Partner
<b>User</b>	a natural person using the Kontomatik Tool, authorized to use the Single Access Service in accordance with §3 (5)
<b>Account</b>	payment account or equivalent service available via the Access Mechanism
<b>Terms &amp; Conditions</b>	these Terms and Conditions (T&C) of providing the Single Access Service
<b>Partner's Service</b>	partner's websites, online tools or mobile applications that enable using the Kontomatik Tool intended to use the Single Access Service
<b>PSD2</b>	Payment Services Directive - Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC, 2013/36/EU and Regulation (EU) No 1093/2010 and repealing Directive 2007/64/EC (Text with EEA relevance)
<b>GDPR</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of the personal data

	and on the free movement of such data and repealing the Directive 95/46/EC
<b>Force Majeure</b>	events such as armed violence including war, civil war, revolutions, riots, civil commotion, acts of vandalism, sabotage and acts of terrorism; strikes, lockouts, epidemics; acts of God such as natural disasters, severe storms, hurricanes, earthquakes, floods, lightning, prolonged heavy rainfall or other similar events that may occur despite reasonable efforts made by Kontomatik in order to prevent, avoid, delay or mitigate the effects of such events

## § 2 SUBJECT MATTER OF THE T&C

1. These T&C establish the rules on the grounds of which Kontomatik provides the Single Access Service, comprising the following related steps:
  - a. provision of the account information service in the meaning of national and European regulations governing the provision of payment services, in particular PSD2,
  - b. transfer of the User's Data to the Partner, according to the T&C and in accordance with the European and national laws, in particular the GDPR.
2. Kontomatik processes the User's personal data independently of the Partner, as an independent data controller. Each of them (Kontomatik and a Partner) is therefore solely responsible for the data processing. Information about data processing by Kontomatik is established in the Information Clause. The Partner is obliged to provide information about the data processing principles.
3. Due to the nature of the Single Access Service which is performed immediately, a User, who is a consumer, acknowledges that by agreeing to commence performance of the Service prior to the expiration of the 14-day withdrawal period he/she loses its right to such a withdrawal.

## § 3 GENERAL PROVISIONS

4. As part of the Single Access Service Kontomatik gets an access to the User's Data in accordance with the Information Clause, in order to transfer it to the Partner via the Access Mechanism.
5. The Single Access Service is enabled exclusively for an individual who:
  - a. is eighteen years old at least;
  - b. has full capacity to undertake legal transactions;
  - c. is the owner, co-owner or has access to the Account on the basis of a power of attorney granted by the owner or co-owner, and if the owner is a legal person - the power of attorney must be granted in accordance with the representation of this person;
  - d. has got the Authentication data.
6. In order to use the Single Access Service it is necessary for the User to undertake actions aimed to enter into the agreement with the Partner via the Partner's Service. Kontomatik shall not be a party to the agreement or any other legal relationship between a User and a Partner, and it does not act as an agent in order to enable parties entering into such an agreement.
7. In order to use the Single Access Service, a User shall:

- a. select a Kontomatik Tool at the Partner's Service (website);
  - b. indicate the Access Mechanism Provider via the Kontomatik Tool;
  - c. accept the T&C and provide the consents necessary to commence and provide the Single Access Service.
8. By entering the Authentication data a User authorizes Kontomatik to gain access to the User's Data by accessing one or more Accounts by means of the Access Mechanism, subject to clause 6.
  9. If the Access Mechanism enables such a functionality, a User shall define Accounts which Kontomatik gets the access to. If the Account selection function is not available, Kontomatik may access all Accounts available by means of the Access Mechanism.
  10. To use the Single Access Service a User must:
    - a. have all necessary authorizations to use the Access Mechanism and the Authentication data;
    - b. be authorized to have access to the information available via the Access Mechanism to the extent necessary to use the Single Access Service, including disclosure of the User's Data to a Partner and Kontomatik.
  11. Once a Single Access Service has been performed, the Kontomatik shall not get the access to the Account again.

#### **§ 4 TERMS AND CONDITIONS OF THE AGREEMENT**

12. For proper commencement and provision of the Single Access Service parties must enter into an Agreement.
13. The Agreement is concluded as from the moment the T&C have been accepted and the User has granted appropriate consents.
14. The Agreement is concluded for a definite period of time, necessary for the performance of the Single Access Service. The Single Access Service is performed immediately, subject to the limitations of the Access Mechanism.
15. The Single Access Service is deemed to have been completed if a User's data has been transferred to a Partner.
16. The Single Access Service is provided at no charge to a User.

#### **§ 5 SINGLE ACCESS SAFETY**

17. To use the Single Access Service one needs to have a device with access to the Internet, with the latest stable version of Mozilla Firefox, Google Chrome, Safari, Samsung Internet, with a standard configuration and with cookies and JavaScript enabled.
18. Use of the Single Access Service is permitted only for legal actions and in a way accordant with the T&C.
19. It is prohibited to use the Service to send illegal content or a content that violates the rights of other entities/persons.
20. When using the Single Access Service a User is required to use updated anti-virus software ensuring an adequate level of safety of a device and to protect such a device from unauthorized use (e.g. by using a PIN code, logging in with the biometric data).
21. Performance of the Single Access Service may depend on services provided by a third party (e.g. mobile operator or Internet provider) for which Kontomatik is not responsible.
22. All data and information provided by a User must be true and in case of any change the User shall immediately update the data or otherwise inform the relevant entities involved in the process of providing the Single Access Service about the alteration of the data.
23. Kontomatik refuses to perform a Single Access Service if:
  - a. a User has not provided the Authentication Data or the Authentication Data provided is incorrect, outdated, incomplete, blocked, restricted or otherwise prevents authentication to the Access Mechanism;
  - b. The Provider has denied Kontomatik access to the Account or access to the Account is otherwise impossible;
  - c. it has found out that performance of the Service would result in an illegal or unauthorized access to the Account;
  - d. it has found out that a User misuses the Kontomatik Tool (e.g., by copying, modifying, going beyond security measures) or uses it for purposes other than those for which it is intended.

24. The One-Time Service is performed according to authentication procedures supplied to a User by the Provider.
25. The User enters the Authentication Data solely in order to enable Kontomatik to perform the Single Access Service. Kontomatik does not require a User to provide the Authentication Data for any other purpose, including before and after the provision of the Single Access Service. In particular, Kontomatik does not require providing the Authentication Data to third parties, including Partners. Possible provision of such data to third parties may hamper safety of the User's data and funds.

#### **§ 6 SERVICE AVAILABILITY**

26. The Single Access Service is available 24 hours a day, every day of the year.
27. Kontomatik is entitled to change the availability methods as well as to change the way of operation, technical specifications, etc., which may cause a temporary interruption to the Single Access Service. Kontomatik shall be entitled to stop providing the Services in order to carry out maintenance and other activities necessary to ensure the proper operation of the Single Access Service.

#### **§ 7 RESPONSIBILITY**

28. Kontomatik provides the Service in a professional manner, taking care of its quality and safety.
29. Due to the nature of the Single Access Service Kontomatik does not guarantee correctness or accuracy of the information retrieved as part of the Service.
30. Kontomatik shall not be responsible for impossibility or any difficulties in providing the Single Access Service, especially caused by the Partner or a Provider or effecting from the Force Majeure.
31. Kontomatik shall not be responsible for any financial or other decisions made by or to the benefit of a User, in connection with the provision of the Single Access Service, by Partners or any other entities. Kontomatik shall not be liable for any direct or indirect damages incurred in connection with the provision of the Single Access Service, including lost profits.

#### **§ 8 COMPLAINTS AND DISPUTES**

32. A complaint regarding the Single Access Service provided by Kontomatik may be submitted:

- a. in writing - by mail,
- b. orally - by phone +370 682 89431 (the call is charged at the operator's rate)
- c. electronically, at the e-mail: [contact.lt@kontomatik.com](mailto:contact.lt@kontomatik.com)

Due to the lack of a separate unit that has the ability to personally serve Users it is not possible to submit a complaint in person at the Kontomatik's place of business.

33. At a minimum, the complaint should include:
  - a. a description of the event the claim concerns,
  - b. correspondence address, and if the User requests a response to the complaint by e-mail, the e-mail address.
34. The User is obliged to provide Kontomatik with explanations and assistance in matters relating to the complaint submitted by the User, if providing explanations or assistance is not prohibited by the applicable law. All explanations must be provided within seven days as from receipt, by the User, a request for information sent by Kontomatik.
35. A complaint shall be considered promptly, but not later than within 15 Business Days from the date of its receipt, subject to clause 36. In order to satisfy the deadline it is sufficient to send the response before expiry of the term, and in case of information provided in writing, to send information at the post office of the designated operator.
36. In particularly complicated cases, which make it impossible to consider the complaint and provide a response within 15 Business Days, the deadline may be extended up to 35 Business Days, however, in such a case Kontomatik shall explain the reason for the delay and indicate the circumstances that need to be determined in order to consider the matter; it shall also specify the expected deadline for considering the complaint and providing a response, not longer than 35 Business Days from the date of reception of a complaint.
37. A response to a complaint shall be provided in a paper form or, upon agreement with a User, by e-mail.

38. If a User is dissatisfied with the way the complaint has been settled, the User may choose:
- a. an out-of-court settlement of consumer disputes procedure;
  - b. in case a User used the Single Access Service for personal, family or household needs, to ask a Bank of Lithuania for out-of-court dispute settlement within one year (see details of the procedure at the website <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>)
  - c. use of the ODR platform (European Online Dispute Resolution platform) available at <http://ec.europa.eu/consumers/odr/>

## § 9 FINAL PROVISIONS

39. The T&C is available for downloading at [https://signin.kontomatik.com/documents/Kontomatik-terms-of-service\\_EN.pdf](https://signin.kontomatik.com/documents/Kontomatik-terms-of-service_EN.pdf)
40. Kontomatik reserves its right to amend the T&C. The changes come into force as from the day they have been published at the Website.
41. Subject to §2 (3), a User is entitled to withdraw from the Agreement without giving any reasons and without paying any penalty on this account within 14 days from the date of its conclusion. The term shall be deemed to be met if the notice of withdrawal has been sent before its expiry. The statement of withdrawal must be submitted in writing or by e-mail to the address:  
[contact.lt@kontomatik.com](mailto:contact.lt@kontomatik.com)
42. If, in the User's opinion, Kontomatik's actions violate the law the User is entitled to file a complaint against Kontomatik's actions addressed to the Bank of Lithuania:  
<https://www.lb.lt/en/>
43. The T&C and the Agreement shall be governed by and construed in accordance with the laws of Lithuania. However, if a User lives in a country other than Lithuania, it does not affect his/her rights and obligations under the mandatory laws of the EU/EEA country where the Single Access Service is provided, especially in case a User is a consumer.
44. Any disputes arising in connection with the T&C, which cannot be resolved amicably, shall be settled by a common court of competent subject matter jurisdiction. On the grounds of the Kontomatik's registered office, the court of general jurisdiction is located in Vilnius (Lithuania), however, it does not limit the User's right to submit a dispute to another court, in case such a right is granted to the User under the applicable law, especially if the User is a consumer.
45. Kontomatik holds an insurance policy granted to secure the claims of Users related to an unauthorized access to the payment account information or unauthorized use of such information.
46. Ongoing communication between a User and Kontomatik takes place via the Kontomatik Tool and via email or other digital media.

