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|                                    | <b>Type</b><br>Policy            | <b>Subject</b><br>General Terms and Conditions |                      |  |
| <b>Process owner</b><br>CRO / MLRO | <b>Date</b><br>01 September 2024 | <b>Appendix no.</b><br>1                       | <b>Revision</b><br>2 |  |



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# General Terms and Conditions

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Policy, version 1.0

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## Website Terms of Use

Please read these terms and conditions carefully before using the website.

### 1. Terms of website use

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.leikur.com](http://www.leikur.com), whether as a guest or a registered user. Use of our website includes accessing, browsing, or registering to use our site. Please read these terms of use carefully before you start to use our website. By using our website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our website.

### 2. Other applicable terms

The following terms also apply to your use of our website: Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate. Our Cookie Policy, which sets out information about the cookies on our website. [If you purchase services from our website, our Merchant Services Agreement will apply to the sales.]

### 3. Information about us

[www.leikur.com](http://www.leikur.com) is a website operated by **LEIKUR UAB** (“we”, “Leikur”), duly registered under the laws of Lithuania under company number 306155576.

### 4. Changes to these terms

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### 5. Information on our website and changes to it

The information contained in this website is for general information purposes only. We endeavour to keep the information published on our website up to date and correct, however we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

### 6. Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential.

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You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [support@leikur.com](mailto:support@leikur.com) stating in the subject matter of your email 'Website Terms of Use – Password issues'.

## 7. Privacy

Our overriding objective is to handle all data fairly and securely. Any information you give us about yourself will be stored on our systems and may be disclosed to, processed and used by us, and the other companies that assist us in providing our services in accordance with our Data Protection Policy.

## 8. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print or download extracts of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website. You must not modify in any way the paper or digital copies of any materials you have printed off or downloaded, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 9. Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Lithuanian law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, our website ; or use of or reliance on any content displayed on our website. If you are a business user, please note that in particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage. If you are a consumer user, please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content on it, or on any website linked to it. We assume no responsibility for the content of websites linked to our website. Such links should not be interpreted as endorsements by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by us to you, which will be set out in our Merchant Service Agreement.

## 10. Viruses

You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software, as we do not guarantee that our website will be secure or free from bugs or viruses at all times. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

## 11. Linking to our website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our website in any website that is not owned by you. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice.

## 12. Third party links and resources in our website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.

## 13. Contact us

To contact us in relation to these terms of use, please email [support@leikur.com](mailto:support@leikur.com) stating in the subject matter of your email 'Question re Website Terms of Use'. Thank you for visiting our website.

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## Declined Lines of Business Policy

You may not use the Leikur service for activities that:

- Are inappropriate content, goods or services that promote, cause or further Hate/Violence/Racism/Religious persecution;
- Calling cards;
- Cigarettes
- Drug paraphernalia
- Drugs / Illicit substances, steroids and certain controlled substances or other products that present a risk to consumer safety;
- Encourage, promote, facilitate or instruct others to engage in illegal activity;
- High Risk File hosting / sharing and cyberlockers
- Infringe any duly registered copyrights/trademarks or other violation of intellectual property rights;
- Involve the sale of products or services identified by government agencies to have a high likelihood of being fraudulent;
- Involve offering or receiving payments for the purpose of bribery or corruption any form of high yield financial investments (get rich quick schemes);
- Items that encourage, promote, facilitate or instruct others to engage in illegal activity
- PC Support sold via outbound telemarketing
- Penny and reverse Auctions;
- Pornography and other obscene materials
- Pyramid or ponzi schemes, matrix programs.
- Relate to the sale of dangerous or hazardous goods;
- Sale of government ID's or documents
- Stolen goods including digital and virtual goods
- Transactions involving fraudulent / deceptive marketing practices
- Violate any law, statute, ordinance or regulation;
- Weapons, firearms and ammunitions;

## Activities Requiring Approval

Leikur Ltd requires pre-approval to accept payments for certain services as detailed below:

- Delivery of future services including airlines, travel agencies and hotel bookings and event ticketing Leikur
- Collecting donations as a charity or non-profit organization
- Any form debt and loan related businesses,
- Internet pharmacies (including referral sites) or prescription drugs/devices;
- Virtual currencies including but not limited to Bitcoin and Bitcoin exchanges;
- VOIP and airtime sales
- Dealing in jewels, precious metals and stones
- Any product or services sold through negative option marketing
- Any product or services sold through outbound telemarketing

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- Acting as a money transmitter or selling stored value cards; selling stocks, bonds, securities, options, futures (forex) or an investment interest in any entity or property or providing escrow services;
- Selling alcoholic beverages, e-cigarette devices and non-cigarette tobacco products, food supplements;
- Activities involving gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes, if the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.

Please send contact information, business website URL and a brief business summary to [support@leikur.com](mailto:support@leikur.com).

### Violations of the Acceptable Use Policy

We encourage you to report violations of this Acceptable Use Policy to CleanPay immediately. If you have a question about whether a type of transaction may violate the Acceptable Use Policy, you can email our Compliance Department at: [support@leikur.com](mailto:support@leikur.com)

### Infringement Reporting Policy

It is our policy to take appropriate action where necessary to remove from our services or to disallow the use of our services in connection with material that is claimed to be infringing. If you are an intellectual property rights owner and you believe a website or a webpage using our services sells, offers for sale, makes available goods and/or services, or otherwise includes content or materials that infringe your intellectual property rights, then please contact us at [support@leikur.com](mailto:support@leikur.com) stating in the subject matter of your email 'Infringement Report'.

### Anti-Money Laundering Policy Statement

It is our policy and obligation to comply with the anti-money laundering legal and regulatory requirements, and we take these very seriously. As a registered Payment Service Provider in Lithuania, Leikur Ltd is subject to The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("Money Laundering Regulations"); The Terrorism Act 2000; The Proceeds of Crime ("POCA") Act 2002 and The Counter-Terrorism Act 2008.

As it is supervised by the FCA, Leikur Ltd is required to meet, among others, the following legal requirements:

- Understand and interpret the legal and regulatory framework for AML/CTF requirements and systems;
- Understand standard industry best practice in AML/CTF procedures and proportionate risk-based approach;
- Design and implement the systems and controls necessary to mitigate the risk of being used in connection with money laundering or financing terrorism.

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Leikur Ltd's AML legal obligations include among others:

- Verify customers' (including beneficial owners') identity and address;
- Keep full records of all transactions together with identification provided;
- Monitor any unusual or suspicious transactions of any size;
- Report any suspicious transaction to the National Crime Agency.

## Complaints Handling Policy

### Our policy

Leikur is committed to providing the highest level of care to all our customers. If you feel that our service has not met your expectations, then please tell us. Customer complaints are important to our organisation. They offer specific insights into how we might improve our services, processes and procedures.

### What to do if you have a complaint?

Please contact us at [complaints@leikur.com](mailto:complaints@leikur.com) detailing the nature of your complaint and providing all relevant information and your contact details. To ensure that your complaint is resolved as soon as possible, please outline any steps you would like us to take in addressing the issue.

Terms and Conditions, the Service Agreements and other agreements between Parties as well as the relationship between the Parties not regulated thereunder shall be governed by the Law of the Republic of Lithuania.

### Our complaints procedure

Once a complaint has been received, we will acknowledge it and aim to resolve it as quickly as possible. The length of time will depend on the nature of the issues involved. Should a delay occur, we will contact you explaining the reason of the delay and outline the next steps. If you have received an offer of remedial action or redress from us in response to a complaint you have submitted, and if you consider it to be acceptable, please let us know so that we can comply promptly with it.

### If you are not satisfied with our response

If you are not satisfied with our final response, the Customer or User has the right to bring the claim to the courts of the Republic of Lithuania. Notwithstanding the registered place, place of residence or place of business of the Customer or User, the Parties shall agree that all legal disputes shall be first adjudicated by the District Court of Vilnius Region or Vilnius Regional Court.

Customer has a right to use out of court settlement of disputes and bring the complaint to the Bank of Lithuania. The complaint can be submitted to the Bank of Lithuania:

- 1) via the electronic dispute settlement facility E- Government Gateway;

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2) by completing an application form (the form can be found here: <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>) and sending it to Financial Market Supervision Service of the Bank of Lithuania, Žalgirio g. 90, LT-09303 Vilnius, [pt@lb.lt](mailto:pt@lb.lt);

3) by filing out a free-form application and sending it to Financial Market Supervision Service of the Bank of Lithuania, Žalgirio g. 90, LT-09303 Vilnius, [pt@lb.lt](mailto:pt@lb.lt). Such claim to the Bank of Lithuania must be submitted in accordance to the Law on the Bank of Lithuania of the Republic of Lithuania or the Law on the Protection of the Rights of Consumers of the Republic of Lithuania or Out of court settlement of disputes between consumers and financial market participants, procedures indicated in Bank of Lithuania guidelines, approved by the Bank of Lithuania Board of Directors, 26 January, 2012, Nr. 03-23, as amended from time to time.

If the Customer or User believes that Leikur has breached the provisions of the laws, the Customer or User has the right to submit a complaint to the Bank of Lithuania, address: Totorių g. 4, LT-01121 Vilnius, [info@lb.lt](mailto:info@lb.lt), or Žalgirio g. 90, LT-09303, Vilnius, [pt@lb.lt](mailto:pt@lb.lt).



