



# TERMS AND CONDITIONS PALADIS FINANCE UAB

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## Regulatory Information

Paladis Finance UAB is incorporated in Lithuania under registration number 306082199 and is authorised and regulated by the Bank of Lithuania (“**BoL**”) as an Electronic Money Institution. Our registered office is at Didzioji str. 18, LT-01128, Vilnius.

For more information on the authorization of Paladis Finance UAB, please visit the BoL [website](#).

## General Information

These terms and conditions form part of the agreement between Paladis Finance UAB (“**Paladis**”, “**we**”, “**us**” or “**our**”) and its client (“**you**”, “**your**” or “**yourself**”) and govern the relationship between you and us with respect to the payment solution platform. The key services that we are authorized to provide under these terms and conditions include the receipt and transmission of payments in relation to one or more financial instruments, portfolio management and safekeeping of financial instruments. In these terms and conditions, we refer to these services as “payment solution services” unless the context requires otherwise.

A complete list of our authorized payment solution services and related financial instruments can be found on the Bank of Lithuania (“**BoL**”) [website](#).

You can ask for a copy of these terms and conditions through the Paladis app at any time. To use all the functions of the Paladis app, you must be connected to the internet.

If you'd like more information, you might find it helpful to read our [FAQs](#), which don't form part of our agreement with you.

## The agreement

Our agreement with you consists of several documents that can be accessed via the payment solution platform, our website, or upon request via the messaging functionality in the Paladis app, and includes:

1. these terms and conditions; and
2. any other specific terms and conditions entered between us and you, which may include any of the following documents (all of which can be accessed [here](#)):
  - Complaints Handling Policy;
  - Conflicts of Interest and Inducements Policy; and
  - Description of Services, Financial Instruments and Risks.
3. Fee Schedule and Payment Terms (which can be accessed at the bottom of these terms and conditions);
4. Privacy Policy (which can be accessed [here](#))

which are together referred to as the “agreement”. The agreement forms the entire agreement between us and you with respect to the payment solution platform and related payment services. The agreement will take effect and apply to you from the date you open your payment solution account. We provide this agreement in English and will communicate to you in English going forward.

By agreeing and accepting these terms and conditions, you confirm that you have knowledge of the English language which is sufficient for you to be able to use the payment solution platform, fully understand these terms and conditions and any other documents that form the agreement between us as well as any other information and materials sent by us or made available to you via the Paladis app.

You should read all the documents that form the agreement carefully before you open your payment solution account, submit any payments and enter into any transactions via the payment solution platform as it contains important information on which we'll rely when we provide the payment solution platform and related payment services to you. Your attention is drawn in particular to those sections in these terms and conditions which set out our rights in certain circumstances.

You agree to the terms of the agreement, and we'll also treat your access to and use of the payment solution platform and related payment services as acceptance of the terms of the agreement. You agree to receive the terms of the agreement electronically in the form of the website links.

The agreement will apply to all new customers of Paladis Finance UAB from the date on which the agreement becomes effective.

We're entitled to rely on any information you've provided as part of the process of opening your payment services account as being correct and accurate at all times unless you notify us otherwise in writing. You must notify us as soon as possible in writing of any change in the information provided.

We may offer new products or services to you (if the law allows us to) and any such additional products or services will, in the absence of a separate agreement between you and us, be covered by these terms and conditions, which may be updated or amended from time to time.

If there is any inconsistency between these terms and conditions and a separate agreement or terms and conditions on any other additional payment services provided by us, the separate agreement or terms and conditions will apply.

The agreement does not govern payment or current account services related to your payment account. The personal terms, fees and any other documents of the relevant Paladis company which provides you with payment account services, form a legal agreement between:

- you; and
- the Paladis company which provides you with your Paladis current account services - depending on where you live, Paladis Finance UAB or Paladis Finance UAB through its branch office (we call this company a "Paladis account offering entity" and current account provided by the Paladis account offering entity "Paladis current account").

If there is any inconsistency between these terms and conditions and the personal terms of the Paladis account offering entity, these terms and conditions shall apply.

If you've any questions about any of the content of the agreement, you should seek independent professional advice.

Information about our firm and the services we provide together with information on our policies and how we safeguard payment account services and financial instruments can be found on our [website](#).

## Communicating with You

If you need to speak to us, or if we need to speak to you, in relation to any matters arising out of or in connection with the agreement, we'll do so via the messaging functionality in the Paladis app. We may also communicate with you via text message or email to send you documents or other information, so you should regularly check your text messages and email account.

This is how we'll provide payment services account information and tell you about any fraud, or suspected fraud, relating to your payment services account. It's also how we'll tell you if there is a security threat to your payment services account. Make sure you regularly check the Paladis app for this information.

Any communication sent to you by us is intended to be received by you only. You're therefore responsible for keeping any information we send to you private and confidential.

Any communication sent to you by us will be deemed effective if:

- sent via the messaging functionality in the Paladis app, as soon as it has been posted by us; or
- sent via email, immediately after we've sent it to the last email address notified by you to us.

It's your responsibility to ensure you've read all and any communication we may send you from time to time, via any of our communication means.

If, at any time, you're unable, for whatever reason, to communicate with us via email or the messaging functionality in the Paladis app we won't be responsible for any losses you suffer as a result of your inability to communicate with us other than as a result of our fraud, wilful act misconduct or gross negligence.

Your consents, approvals, acceptances, and other statements given using the Paladis app will have the same legal validity as your signature on a written document. All agreements entered via the Paladis app will be deemed to be written agreements concluded between you and us. Any instructions to Paladis Finance UAB for conducting operations and other actions submitted/executed from you through the Paladis app will be treated as submitted/executed by you and valid as actions performed by you.

The agreement and all notices, instructions or other communication between us and you in relation to it will be in English. The payment solution platform and related payment services, including its features and information within it, will be provided in English by default. However, you may, for your convenience, be able to select another language for the payment solution platform using your mobile device. You should only select another language if you have a proper knowledge and full understanding of that language. If you select another language, you do so entirely at your own risk. In case of any inconsistencies between the documents and/or information in English and the version of that document and/or information we provide to you in a language other than English, the English version of such documents and/or information will apply.

We will record and store any communication between us related to transactions. We will make such information available to you upon your request for a period of five years from the date it was recorded or, if requested by our regulator, for up to seven years.

## Keep us in the loop

You should keep your details up to date and let us know immediately if any information you've given us changes. If we discover that any of your information is incorrect, we'll update it.

To meet our legal and regulatory requirements we might sometimes need to ask for more information about you (for example, if your transaction activity increases). You need to provide this information quickly so that there is no disruption to your payment services account or our services.

## Client Classification

We're required to assign you a particular client classification and have categorised you as a retail client in accordance with the Law on Markets in Financial Instruments of the Republic of Lithuania (LMFI). A "retail client" means a client that has been categorised as such by Paladis Finance UAB and who meets the criteria for that category set out in the LMFI. Retail clients are afforded the highest level of protection available under the LMFI. You have the right to

request to be categorised as a professional or business client, although we don't have to agree to your request. However, if we do agree to your request, and you're re-categorised as a professional or business client, you'll lose the benefit of certain protections set out under the LMFI. If, following your request, you're re-categorised as a professional or business client, you must keep us informed of any change in your circumstances which may affect your categorisation as a professional or business client.

## Payment Services Account Safety

You can't share your payment services account with another person, and the payment services account must only be opened in your name. You must keep safe any passwords or security credentials connected to your use of your payment services account and the Paladis app and we're not responsible for any losses you suffer as a result of a person accessing your payment services account because you didn't keep your password and security credentials safe. Unless you've informed us otherwise, we're entitled to treat every action taken via your payment services account as an action authorised and undertaken by you.

To help keep your payment services account safe, you should download the latest software for your mobile device and the latest version of the Paladis app as soon as they are available.

## Who You Are

By entering into the agreement, you need to make certain statements of fact about yourself on which we'll rely when we provide the payment solution platform and related payment services to you. We call these "representations and warranties".

You represent and warrant to us that:

- you've read and understood these terms and conditions;
- you're over 18 years old and have full authority and rights to enter into and perform your obligations arising from the agreement;
- you'll only use the payment solution platform and related payment services for your own personal benefit;
- your use of the payment solution platform will not violate applicable laws of the country in which you are resident;
- these terms and conditions as well as each transaction and the obligations created under them are binding upon you and enforceable against you and do not and will not break the terms of any regulation, charge or agreement which are applicable to you in relation to provision of the payment solution platform and related payment services;
- all information which you provide or have provided is true, accurate and not misleading in any material respect;
- you've not and will not upload or transmit any malicious code to the payment solution platform or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of the payment solution platform; and
- you're not a citizen or a resident of the United States of America.

Each representation and warranty you give above will be deemed repeated each time you enter into a transaction via the payment solution platform.

If we become aware that any representation or warranty you give above is, or becomes incorrect or untrue in any way, or we've good grounds for believing so, we may deem all resulting transactions voidable or capable of being

closed by us at the then current quote for the relevant payment service(s).

## What You Promise to Us

By entering into the agreement, you need to make certain binding promises to us that you'll do something on which we'll rely when we provide the payment solution platform and related payment services to you. We call these "covenants".

You covenant to us:

- you'll promptly notify us of any change to the details provided during the process of opening your payment services account including, but not limited to, any change of email, address, country of residence and any change or anticipated change in your financial circumstances or employment status (including redundancy and/or unemployment) which may affect your ability to meet your obligations to us under these terms and conditions;
- you'll promptly notify us if a breach event occurs in relation to you;
- you'll provide us with all information which we may reasonably request of you from time to time for the purposes of verifying your identity as part of the process of opening an payment services account;
- you're willing and able, upon request, to provide us with any information we may reasonably require from time to time;
- you'll meet your obligations to us under these terms and conditions and you'll follow all laws and regulations which are applicable to you in relation to provision of the payment solution platform and related payment services; and
- you'll access and use the payment solution platform and related payment services honestly, fairly and in good faith.

## Difference in Protection Between Your Retail Account and Your Professional or Business Account

Your Paladis payment services account or current account is an account maintained with Paladis Finance UAB. Any money that you hold in your payment services account will be held by us as client money in one or more segregated bank accounts with an authorized European Union (EU) credit institution, bank authorized outside the EU, central bank or money market fund separately from our own funds. The funds corresponding to client money are safeguarded under the LMFI and BoL rules which are designed to ensure the safety of client money held in accounts such as your Paladis payment services account. Any money and/or instruments that you hold in your payment services account is protected up to 22 000 euro by the Liabilities to Investors Insurance Scheme of the Republic of Lithuania, details on which are available in [English](#), [Lithuanian](#) and [German](#).

## Your Money

All money which we receive from you or hold on your behalf in your payment services account under the LMFI and BoL rules is known as "client money". Client money is segregated from our own money and safeguarded in an account opened with an eligible third party. An "eligible third party" means a central bank, an authorized EU credit institution, a bank authorized outside the EU or a qualifying money market fund. The account in which client money

is held is known as a “client money account”. Your money may be pooled with those of our other clients in the client money account.

Whilst we’ve exercised all due care, skill and diligence in selecting, appointing and periodically reviewing the eligible third party, we are not responsible for any losses you may suffer as a result of any action that the eligible third party takes or fails to take in connection with client money other than as a result of our fraud, wilful act or gross negligence.

**By entering into the agreement, you give express consent to your money being held in a pooled account.**

We may deposit some or all client money we hold on your behalf in what is known as a "qualifying money market fund". The objective of a qualifying money market fund is to realize a return that is equal to the market interest rate. If we deposit client money in a qualifying money market fund, the units in that qualifying money market fund will not be held in accordance with requirements for safeguarding client funds set out in the BoL rules.

**By entering into the agreement, you give express consent to your money being placed in a qualifying money market fund.**

We won’t pay you interest on client money held in the course of settlement or held in a client money account as part of a pooled holding. Interest earned on client money held in a client money account if received is retained by Paladis Finance UAB for its own benefit.

**By entering into the agreement, you give express consent to Paladis Finance UAB retaining interest earned on your funds for its own benefit.**

If an eligible third party with whom client money is deposited becomes bankrupt or insolvent or has had a receiver, trustee, or liquidator appointed for all or substantially all its assets (we call each of these events an “insolvency event”) which results in a shortfall in the amount of client money held in the client money account, you may not receive your full entitlement and may share in the shortfall with other creditors of the eligible third party in accordance with applicable law. We won’t be responsible to you for any losses you suffer as a result of any actions the eligible third party takes or fails to take in connection with client money or for the occurrence of any insolvency event in relation to the eligible third party, other than as a result of our fraud, wilful act or gross negligence.

## Disclaimer of Warranties

The payment solution platform, payment services, website and app, and any information we provide to you, are provided "as is" and "as available", and we can't guarantee that they'll be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software, other than as set out in these terms and conditions.

## Misquotes and other Errors

The quotes we display via the payment solution platform may be subject to errors, omissions or misquotes by us or any third-party provider, which are clearly obvious when taking into account market conditions which existed at the time you submitted your transaction via the payment solution platform. We call this a “manifest error”. If a transaction is based on a manifest error (regardless of whether you gain from the error), or we’ve good grounds for believing so, we can take any of the following action:



- void the transaction (and/or any resulting transaction) as if it had never been accepted;
- allow the transaction (and/or any resulting transaction) to remain in place until closed under these terms and conditions; or
- either amend the resulting transaction, or place a new transaction, so that (in either case) its terms are the same as the transaction which would have been placed and/or continued if the transaction had not been based on a manifest error.

In determining whether a transaction is based on a manifest error, we'll consider any relevant information including the state of the market at the time of the error or any error in, or lack of clarity of, the market data we receive from third party providers upon which we based our quote.

We'll do as much as reasonably possible to tell you beforehand if we take any of the action mentioned above but if this is not practicable to do so we'll tell you as soon as reasonably possible afterwards. If you believe that a transaction is based on a manifest error, then you must tell us immediately.

If we find that a transaction is based on a manifest error and we take any action mentioned above, any sale proceeds arising from the closure of the transaction or any open position resulting from it will be due and payable to us without delay.

We're not responsible to you for any losses you suffer as a result of a transaction based on a manifest error other than as a result of our fraud, wilful act, or gross negligence.

## Exceptional Events

Whilst we'll do as much as reasonably possible to make sure that the payment solution platform and/or related payment service is not interrupted and is available to you on a continuous basis, there may be unusual or emergency conditions beyond our reasonable control which may prevent us from meeting our obligations under these terms and conditions. We call these "exceptional events".

An exceptional event includes any of the following:

- any act, event or occurrence (including, but not limited to, any strike, fire, riot or civil commotion, natural disaster, epidemic, pandemic or public health emergency of a national or international concern, act of terrorism, war, industrial action, acts and regulations of any governmental or supranational bodies or authorities) that we've good grounds to believe prevents us from performing or otherwise delaying our performance of any or all of our obligations under these terms and conditions;
- the suspension or closure of any underlying market or exchange or the failure of any event on which we base, or to which we in any way relate, our quote;
- any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;
- the failure of the third-party for any reason to perform its obligations which is outside of our reasonable control;
- the failure of any exchange for any reason to perform its obligations; and/or
- the nationalization of any underlying market or exchange on which an instrument trades by a government.
- If an exceptional event has occurred, or if we've good grounds for believing so, we can take any of the following action:
  - suspend, limit or restrict the availability of payment services that you may submit via the payment solution platform;
  - treat any or all transactions that are then outstanding as having been cancelled and terminated;
  - suspend or change the application of these terms and conditions if an exceptional event makes it impossible

or impracticable for us to meet our obligations under these terms and conditions;

- close out, replace or reverse any or all transactions, or take any other action as we consider necessary or appropriate.

We'll do as much as reasonably possible to tell you beforehand if we take any of the action mentioned above but if this is not practicable to do so we'll tell you as soon as reasonably possible afterwards.

We won't be responsible for any losses you suffer if an exceptional event occurs and during any period from the moment of its occurrence.

## Breach Events

If you fail to meet one or more of your obligations to us under these terms and conditions, we call this a "breach event". A breach event includes any of the following:

- you've broken these terms and conditions, or our general terms of service related to your Paladis current account, in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to;
- we've good grounds to believe that you're behaving fraudulently or otherwise criminally;
- you haven't given us (or someone acting on our behalf) any information we need, or we've grounds to believe that information you have provided is incorrect or not true;
- you are resident in a country where the provision of payment services services under these terms and conditions would be contrary to applicable law or regulation;
- an insolvency event occurs in relation to you;
- we've information that your use of the Paladis app is harmful to us or our software, systems or hardware;
- any representation or warranty given by you under these terms and conditions is or becomes untrue in any way;
- we've asked you to repay money you owe us and you haven't done so within a reasonable period of time;
- we've good reason to believe that you continuing to use your payment services account could damage our reputation or goodwill;
- we're required to do so under any law, regulation, court order or ombudsman's instructions; and/or
- any other circumstances where we reasonably determine that it's necessary to take any action.

If a breach event occurs, or if we've good grounds for believing so, we can take any of the following action:

- suspend your payment services account on a temporary or permanent basis; and/or
- terminate the agreement and close your payment services account with immediate effect.

If an insolvency event occurs in relation to you, we'll be deemed to have taken action under this section immediately before the insolvency event occurred. We won't be responsible for any losses you suffer that result from the occurrence of a breach event and any actions we take according to these terms and conditions in relation to the breach events.

Following the occurrence of a breach event in relation to you, we may set a date (we call this the "liquidation date") on which: (a) we'll calculate all amounts due or owing to or from you in respect of any transactions or obligations that haven't been settled and treat all fees and charges immediately payable to us as a positive amount and all profits arising from the closure of your open positions as a negative amount and add up all amounts to produce a single amount in US Dollars (USD), Euro (EUR) or Sterling (GBP) (we call this the "liquidation amount"); (b) the liquidation amount will be paid by the close of business on the next business day following the termination of the agreement and closure of your payment services account.

## Suspension of the Payment solution platform and/or Payment Services

In addition to any other actions, we may take under these terms and conditions or applicable laws and regulations, we can suspend access to your payment services account or provision of one or more payment services to you immediately if:

- we've good reason to believe that a breach event has occurred in relation to you;
- we've good reason to believe that a breach event has occurred, but we decide that it's reasonably necessary to investigate circumstances with a view to confirming this; and/or
- we're unable to provide access to the payment solution platform and/or related payment services due to any defect in or failure of any network, communication or computer systems owned or operated by us or any third parties.

If we've suspended access to your payment services account pending investigation, we'll try to finish our investigation within five (5) business days. Once we've finished our investigation, we'll let you know whether you may resume or whether we'll take any further action under these terms and conditions.

Any suspension of access to your payment services account won't affect any of your or our obligations that may have already been incurred prior to the suspension.

We won't be responsible for any losses you suffer if we suspend access to your payment services account other than as a result of our fraud, wilful act or gross negligence.

## Termination and Payment Services Account Closure

You can close your payment services account, and so end the agreement with us, at any time by giving us at least thirty (30) calendar days' written notice. We call this a "termination notice". You can do this through the Paladis app, by writing to us at our head office or by emailing us at [feedback@Paladis.com](mailto:feedback@Paladis.com).

On the other hand, we can give termination notice, and so end the agreement, in the following ways:

- by giving thirty (30) calendar days' written notice to you at any time; or
- immediately on written notice to you if, for a period of six months or more, there hasn't been any activity in your payment services account and there is a zero cash balance in your payment services account;
- immediately on written notice to you if a breach event;
- immediately on written notice to you if an exceptional event; and/or

Where you or we give termination notice, any obligations that may have already been incurred prior to the date on which termination notice is given will remain unaffected.

Before agreement is terminated and your payment service account is closed, any fees and charges run up on your payment service account before it's closed will still need to be paid by you. You won't be able to enter into any new transactions via the payment solution platform or give any other instruction, other than those which are necessary to close any open position before the termination notice was given. Your payment service account will be closed once all open positions are closed and you have no other obligations to us. If you haven't closed all open positions within the period of twenty-one (21) calendar days' notice, we can take all or any of the actions mentioned in this section of these terms and conditions.

The following rights and obligations under these terms and conditions will continue to apply to you after the

agreement is ended and your payment service account is closed:

- any indemnity that you give to us;
- your confidentiality obligations that you give to us;
- the representations and warranties that you give to us;
- any exclusion of our liability; and
- any other rights or obligations you have which arise before the agreement is ended and your payment services account is closed.

Any action we take won't affect any other right of action we have under these terms and conditions or under applicable law.

Once the agreement has been terminated, your payment service account will be closed and you'll no longer have access to the payment solution platform or receive relevant payment services from us.

## Limitation of Liability

In the event we fail to meet our obligations under the agreement, we'll be responsible for any losses that we could have foreseen at the time we entered into the agreement, or for losses that result from our fraud, wilful act or gross negligence.

However, we won't be responsible to you for any losses you suffer as a result of any action we take or fail to take in providing the payment solution platform and/or related payment services or otherwise resulting from the activities to which these terms and conditions do not apply other than as a result of our fraud, wilful act or gross negligence.

In particular, we won't be responsible for any losses you suffer as a result of:

- your access to or use of (or any inability to access or use) the payment solution platform;
- any negative tax implications of entering into a transaction via the payment solution platform;
- any exceptional event;
- any manifest error;
- your inability to communicate with us for any reason; and/or
- the unauthorised access by any person to the payment solution platform.

We won't be responsible for any losses you suffer resulting from your failure to limit such losses, including but not limited to, your failure to do anything which would prevent potential losses or that would reduce existing losses known or foreseeable by you or that would have been known or foreseeable had you acted carefully.

## Indemnity

In the event you fail to meet your obligations under the agreement, you'll be responsible for paying in full any foreseeable losses we suffer as a result of your action. We call this an "indemnity". You'll indemnify us and keep us indemnified against any and all losses which we may suffer directly or indirectly as a result of:

- any transactions you enter into via the payment solution platform; any failure by you to
- perform any of your obligations under these terms and conditions;
- any breach of the representations and warranties made to us under these terms and conditions;
- any transaction you enter into via the payment solution platform in breach of any applicable market abuse regulation;

- any transaction you enter into via the payment solution platform which otherwise breaches any applicable law or regulation; and/or
- any act or fraud by you or by any person obtaining access to the payment solution platform whether or not you authorised such access.

You'll also indemnify and hold us harmless for and against all reasonable out-of-pocket expenses, including legal fees, administrative costs and expenses, we suffer as a result of any action we take under these terms and conditions, including any legal or investigatory action we take against you.

You won't be responsible for paying in full any foreseeable losses we suffer as a result of your action if this would mean that we are compensated twice for the same loss. We'll try to keep our losses to a minimum.

## Transaction Reporting

We may be required by applicable law to disclose all information and data regarding the transactions you enter into via the payment solution platform to our regulator. By entering into the agreement, you understand that any and all proprietary rights in such transaction information and data are owned by us and you waive any duty of confidentiality attaching to the information which we reasonably disclose.

To enable us to comply with our obligations under applicable law, you must promptly deliver to us transaction data and any other information that we may request from you to enable us to complete and submit transaction reports to our regulator.

## Costs and Charges

We'll charge you a commission for each transaction which exceeds the number of commission- free transactions you can enter into via the payment solution platform based on your relevant subscription plan (one of Standard, Plus, Premium or Metal). We call this your "plan limit".

Further details on how we charge commission and custody fee are provided in our Fee Schedule and Payment Terms available at the end of these terms and conditions and via the payment solution platform.

You can also read our full ex-ante costs and charges disclosure document on our [website](#).

## Your Personal Information

To provide the payment solution platform and related payment services under the agreement, we need to collect information about you. Under data protection law, we're what is known as the 'data controller' of your personal information. For more information about how we use your personal information, see our Privacy Policy on our [website](#).

By entering into the agreement, you give us permission to collect, use, process and disclose your personal information (including your name, contact details and account details) for the purpose of providing our services to you in accordance with Paladis's Privacy Notice, which doesn't affect any rights and obligations you or we have

under data protection law. This may include transferring your personal information outside the European Economic Area. Where this occurs, we'll do as much as reasonably possible to make sure that your personal information is handled securely and in line with our Privacy Notice and data-protection laws.

You can withdraw your permission by closing your payment services account, which will end the agreement between you and us. If you do this, we'll stop using your information for the purpose of providing the payment solution platform and related payment services, but we may need to keep your information for other legal reasons.

If you'd like more information about how Paladis Finance UAB collects, uses, processes and discloses your personal information, please contact us through the Paladis app or by sending an email to [dpo@Paladis.com](mailto:dpo@Paladis.com).

## Confidentiality

By entering into the agreement, you give us permission to disclose to other entities within the Paladis group (including Paladis Finance UAB and other firms), the following information:

- the fact that you're our client;
- the services we provide to you;
- the payment services account number;
- your payment services account balance(s);
- operations performed or being performed on your behalf;
- your debt obligations to us;
- circumstances of providing the financial services to you;
- conditions of any agreement between us;
- your financial situation and assets;
- other commercial information you've provided to us when opening your payment services account; and
- your activities, plans, debt obligations or transactions with other persons.

The above information would be disclosed in case it's necessary for the performance of financial accounting, audit, risk assessment, or when we use common information systems or technical equipment (servers), or when it's necessary for the provision of services.

All of the above we call a "client secret", which we have to protect as required by the applicable regulations.

## Compensation

You may be entitled to compensation from the Liabilities to Investors Insurance Scheme in connection with the services provided to you under the agreement, details on which are available in [English](#), [Lithuanian](#) and [German](#) languages.

## Complaints

We always do our best, but we realise that things sometimes go wrong. If you have a complaint related to the payment solution platform and/or related payment services, in the first instance you should contact us via the

Paladis App chat function.

If you prefer, you can make your complaint using this form or you can email us at [formalcomplaints@Paladis.com](mailto:formalcomplaints@Paladis.com).

You will need to tell us:

- your name;
- the phone number and email address associated with your account; when the problem arose; and
- how you'd like us to put the matter right.

We'll investigate your complaint and issue you with a response; we'll endeavour to respond to all complaints within three (3) business days.

If you're unhappy with the proposed resolution, or if we're unable to respond within this time frame, we'll acknowledge the complaint within four (4) business days and we'll aim to conclude our investigation within fifteen (15) Lithuanian business days. At the end of the fifteen Lithuanian business days period, we'll provide a written response or, alternatively, we'll provide a response detailing why the firm is not in a position to resolve the complaint and that a final substantive response will be provided within thirty-five (35) Lithuanian business days from the initial date that the response was received. We'll communicate with you in English unless we tell you otherwise. Further details on how we handle complaints is provided in our Complaints Handling Policy available both in English and Lithuanian languages.

If you're an eligible complainant and you're dissatisfied with how we've dealt with your complaint, you can, within twelve (12) months of the date you sent us a complaint, refer it to the BoL. The BoL may be contacted at:

Address: Žalgirio g. 90, LT-09303, Vilnius, Lithuania Phone: +370 800 50 500.

You can find out more information about the complaint handling at BoL on their website.

## Bereavement

In the event of your death, your legal personal representatives must provide us with formal notice in the form of an original death certificate or a copy certified by a solicitor, notary or another regulated professional person. Once this formal notice has been received by us, we'll suspend your payment services account.

The value of any available funds in your payment services account, may form part of your estate. If your personal representatives require funds to be withdrawn from your payment services account, we'll allow the requested funds to be withdrawn from your payment services account. However, any such request must be in writing and supported by the relevant legal documentation including, but not limited to, a Will which is accompanied by a grant of probate document or a registered power of attorney. We won't provide investment, financial, legal, tax, regulatory or any other advice to the executor of your will or administrator of your estate.

We won't be responsible for any losses resulting from any change in the value of your open positions whilst we await instructions from any of your legal personal representatives other than as a result of our fraud, wilful act or gross negligence.

The agreement will continue in effect and any applicable charges will continue to be charged after your death, until such time as your payment services account is closed and the agreement is ended.

## Variation and Amendments

We may from time to time by written notice to you amend or replace any section or part of these terms and conditions or any other document forming the agreement in whole or in part for the following reasons:

- to make them clearer or more favourable to you;
- to correct a mistake or oversight;
- to comply with or reflect a change of applicable law, regulation or code of practice;
- to reflect a change in market conditions;
- to provide for the introduction of new systems, service procedures, processes, changes in technology, products and/or services; and/or
- to introduce new instruments and/or services;
- to remove an existing product or service.

An amendment or replacement of any section or part of these terms and conditions or any other document forming the agreement to make them clearer or more favourable to you, to reflect a change of applicable law, to introduce new instruments and/or services, or to correct a mistake or oversight may take effect immediately.

Any other amendment or replacement of any section or part of these terms and conditions or any other document forming the agreement will, unless we receive your written objection, take effect on the date we specify, which will be no earlier than ten (10) days after we give you written notice.

If you give us written notice that you object, then the change(s) won't be binding on you, but we may require you to close your payment services account as soon as possible.

If you don't give us written notice that you object, then you'll be deemed to have accepted the relevant change(s).

Amendments to these terms and conditions or any other document forming the agreement won't be valid and binding unless they are agreed by us in writing.

## Right to Transfer

We may at any time transfer any or all of our rights and/or obligations under the agreement without your consent provided that we've given you at least fourteen (14) business days written notice to you to that effect. When we transfer rights and obligations, we call this "novation".

When we only transfer rights, we call this "assignment".

In case any or all of our rights and/or obligations are transferred under this agreement to another person, you give us permission to transfer any client money and/or the instruments held in your payment services account to that person, or someone nominated by that person. We'll only transfer client money and/or the payments held in your payment services account to another person who either will hold them under the LMFI and BoL rules or to whom we've exercised all due skill, care and diligence in assessing whether that person will apply adequate measures to protect the client money and/or the instruments held in your payment services account. Where we intend to do this, we'll give you fourteen (14) business days prior written notice and, following any such transfer, the relevant successor will provide you the new terms and conditions that apply to the protection of client funds and/or the instruments held in your payment services account including the relevant compensation scheme arrangements that may apply.



If you don't want client money and/or the instruments held in your payment services account to be transferred under the agreement, you're entitled to close your payment services account and so end the agreement under section 17 (Termination and Payment Services Account Closure).

You can't in any way assign or transfer your rights, obligations, or interests under the agreement or in any transaction or monies or assets held for you in any way.

## No Waiver

If a breach event occurs in relation to you and we don't enforce our rights under these terms and conditions, or we delay in enforcing them, this won't prevent us from enforcing those or any other rights at a later date.

## Governing Law

The laws of the Republic of Lithuania apply to these terms and conditions.

## Rule 14b-1(c)

Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires us to disclose to an issuer of U.S. listed shares, upon its request, the names, addresses, and securities positions of our customers who are beneficial owners of the issuer's securities held by us in nominee name. The issuer would be permitted to use your name and other related information for corporation communication only.

## Fee Schedule and Payment Terms

Account type	Costs
Standard	1 free transaction per month and then an applicable Commission per transaction thereafter
Plus	3 free transactions per month and then an applicable Commission per transaction thereafter
Premium	5 free transactions per month and then an applicable Commission per transaction thereafter
Metal	10 free transactions per month and then an applicable Commission per transaction thereafter

By agreeing and accepting these terms and conditions, you agree that we may, and you give us permission to, instruct your Paladis account offering entity to deduct any amount you owe to us from your Paladis current account in case you do not have sufficient amounts in your payment services account.

The currency in which the payment should be executed is determined by the currency in which the instrument is executed. In order to execute the payment, the currency in your payment services account will be converted to the relevant currency in which case a foreign exchange fee may apply. You can see the current exchange rate in the Paladis app. Once the currency has been converted, your transaction history in the Paladis app will show the exchange rate we used too. You should note that currency conversion services are provided to you by the Paladis account offering entity in your Paladis current account. Your Paladis account offering entity will apply currency conversion fees according to your selected subscription plan. Paladis account offering entity uses the rate that applies at the time it carries out the conversion.



