genome

„Maneuver LT“ UAB
Reg N: 304785124
VAT: LT100011709919

General terms and conditions

Please read these General Terms and Conditions (hereinafter - T&Cs) and Privacy notice before putting a checkmark next to the **"I agree"** field and opening your Genome Wallet. By putting a checkmark and agreeing to these T&Cs, you agree to enter into an Agreement with us.

By putting a checkmark next to the **"I agree"** field, opening, accessing, or using this site, Genome Wallet, or Genome Services, you acknowledge that you have carefully read, fully understood, accept, and agree to all of the provisions contained in these T&Cs and Privacy notice.

If you do not agree to these T&Cs and/or our Privacy notice, you shall not check the **"I agree"** field and must refrain from opening, accessing, or using this site, Genome Wallet or Genome Services immediately.

Please note that Genome fees and charges for personal and business wallet users are also an integral part of these T&Cs and are stated in clause 5. The Fee Information Document for personal and business wallet users, provided in a standardised format to help you compare fees, is also available for your reference.

1. Definitions

The capitalized terms used in these T&Cs shall have the following definitions:

1. “Agreement” means these T&Cs in their entirety, including Genome Fees and Charges and any annexes, schedules, amendments and other documents supplemented thereto in whatever form;

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2. “Balance” means the value of funds that a natural or legal person holds on Genome Wallet (any of its subaccounts, as specified in Clause 1.25) in one or several Supported Currencies;
3. “Business Day” means a day when banks are normally open for business in Lithuania, and excludes Saturdays, Sundays, national and public holidays in Lithuania. We reserve the right to set different Business Days for different Genome Services;
4. “Confidential Information” means any non-public or proprietary information disclosed by one Party (a "Disclosing Party") to the other Party (a "Receiving Party"), or obtained by the Receiving Party through the use of the Genome Services, whether orally, in writing or in any other form, from the date of Your acceptance of these Terms of Service inside Our System, including, without limitation:
a) Information concerning either Party’s internal business, employees, policies, and/or actual or potential customers, if any;
b) Information which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use;
c) Information identified in writing by the disclosing party as confidential;
d) Technical information and other materials that Genome supplies to You to effect Transactions through the System, trade secrets, works of authorship, Trademarks, inventions, know-how, techniques, design, software programs, software code, and software source documents;
e) Marketing information, information regarding research, development, new service offerings, products, services, marketing, and selling plans;
f) Financial information, including financial conditions applicable to the disclosing party hereunder, business plans, budgets, and unpublished financial statements;
g) Commercial information, forecasts, assumptions, proposals, requests for proposals, specifications, drawings, licensing and distribution arrangements, prices and costs, suppliers and customers, if any;
h) Personal Data related to the Disclosing Party;
5. “E-Money” means electronically stored monetary value as represented by a claim on Us which is issued on receipt of funds for the purpose of making Transactions and which is accepted by a natural or legal person other than Us.

6. “Eco-System Genome” or "Our System" means internet-based software, API and other software and technologies allowing to access Genome Wallet and obtain Genome Services;
7. “Genome®” means a business name of UAB "Maneuver LT", a legal entity registered in Lithuania with its registration number 304785124. Data on UAB "Maneuver LT" is accumulated and stored in the Register of Legal Entities of the Republic of Lithuania. The address of Genome’s head office is at Žalgirio g. 92-510, LT-09303, Vilnius, Republic of Lithuania. E-mail: info@genome.eu.

Genome has an electronic money institution license # 32 issued by the Bank of Lithuania on March 29, 2018. Genome as an electronic money institution is supervised by the Bank of Lithuania, located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. More information about the Bank of Lithuania is detailed by this link https://www.lb.lt/en/.

Any references to Genome shall refer to UAB “Maneuver LT”;
8. “Genome Fees and Charges" means a list of fees and charges We apply for and in connection with the use of Genome Wallet and Genome Services, as may be amended by Us from time to time, which is placed on the Site and / or sent to You via e-mail upon completion, to Our satisfaction, of the due diligence procedures carried out by Us in order to identify, check and verify Our clients, as well as their businesses and operations.

By accepting these T&Cs You also accept and agree to Genome Fees and Charges. You are required to check Genome Fees and Charges regularly.

For the avoidance of doubt, Genome Fees and Charges referred to in these T&Cs do not cover Genome fees and charges reflecting financial conditions applicable to clients for other services under particular terms and conditions, for example, to merchants under Merchant Terms of Service.
9. “Genome Mobile App" means a mobile version of Eco-System Genome, which will be available to You upon downloading from App Store or Google Play and installing on an iOS or Android system that can be used for Genome Services and one of the means for authentication;

10. “Genome Security Credentials" means a common term for Log-in Details, OTP code and any other Security Credentials that We provide or make available to You from time to time;
11. “Genome Services" means supply of Genome Wallet, issuance and redemption of E-Money, execution of Transactions, currency conversion, providing access to Genome User Portal, where You can top-up Your Genome Wallet, make and receive Transactions, proceed with currency exchange, withdraw funds from Our System etc., as well as any other related services or products that We provide or make available to You;
12. “Genome User Portal" means portal inside Our System (https://my.genome.eu/) therefrom You can use Your Genome Wallet and obtain Genome Services, as detailed in Clause 4.2 below;
13. “Genome Wallet" means a web-based multicurrency personal or business E-Money account inside Eco-System Genome, which is created upon Your registration in Our System. Genome Wallet is active from the date of registration. However, an IBAN Account shall be issued and activated only after a successful due diligence procedure.
14. "IBAN Account" means the E-Money account of the Client in Genome Wallet, which We will issue to You only after successful completion of Our due diligence procedure and which allows You to receive, hold or transfer the funds.
15. "Intellectual Property Rights" means any and all rights existing now or in the future under patent law, copyright law, data and database protection law, trade secret law, trademark law, competition law, whether or not registered or capable of registration, and whether subsisting in any specific country(-ies) or any other part of the world, and any and all other proprietary rights of any kind, including without limitation rights to domain names, as may be updated and expanded periodically;
16. "International transfer" means initiating a Transaction in Supported Currency, transferring or withdrawing funds to or from Genome Wallet other than SEPA, cards, or Internal transfers. International transfer methods that We support are listed in Genome Fees and Charges and / or Genome Site; Current eligibility for international transfers is indicated here.
17. "Log-in Details" means Your active e-mail address or mobile phone number and strong unique password created by You which are used for registration in Our System and access to Your Genome Wallet;

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18. "Members" means additional users of business Genome Wallet held by the legal person who have access to its E-Money account with different access rights depending on the designated roles, as detailed in Clause 8.3 below;
19. "OTP code" means one-time password sent to Your verified e-mail address or phone number with Us which is used for the two-factor authentication in Our System, as detailed in Clause 7.1 below;
20. "Payee" means a natural or legal person who is the intended recipient of funds which has been subject of Transaction;
21. "Payer" means a natural or legal person who holds a payment account and initiates Transaction or gives instructions to Us to execute Transaction;
22. "Politically Exposed Person" means a natural person who is or who has been entrusted with prominent public functions and his / her immediate family members or close associates of such person;
23. "Privacy Notice" means Genome policy governing the processing of personal data, which is placed on the Site.

By accepting these T&Cs, You also accept and agree to the provisions of Our Privacy Notice, as amended from time to time. including all its content and subdomains;
24. "Representative" means a natural person who is acting on behalf of a legal person and is duly authorised under the law or empowered by a legal person for opening and using of its Genome Wallet, as detailed in Clause 8.3 below;
25. "Security Credentials" means personalized features that We provide or make available to You from time to time to verify Your identity, access to Your Genome User Portal, validity of the use of Genome Wallet and / or other Genome Services or products;
26. "Selfie Verification" means an identity re-verification process used as part of fraud prevention and AML/CFT controls, during which the user’s facial image is compared with previously provided identification data in order to confirm the user’s identity and detect unauthorized access or fraudulent activity.
27. "SEPA" means Single Euro Payments Area which allows payments in Euro according to the unified rules and standards applicable to the countries covered by SEPA zone. There are two possible types:

- **SEPA Credit transfers (SEPA CT)** - transfers in euros that are typically executed up to 1 business day;

- **SEPA Instant (SEPA Inst) transfers** – instant transfers in euros that are executed 24/7/365 and usually reach the Payee instantly within seconds. The mandatory condition for SEPA Inst transfers is that both the beneficiary's and the Payee's payment service provider have joined the SEPA Inst scheme, and the transfer is executed within the limits set by the SEPA Inst scheme and (or) payment service provider.

28. "Site" means Genome site (https://genome.eu/), including all its content and subdomains;
29. "Supported Currency" means a currency in which We allow to hold funds on Genome Wallet and make or receive Transactions.

For each Supported Currency of Your Genome Wallet will be assigned a separate subaccount inside Our System. You can have several subaccounts in one or different Supported Currency;
30. "T&Cs" means these General Terms and Conditions, Genome Fees and Charges, as well as any other documents supplemented hereto;
31. "Transaction" means an act initiated by the Payer or on his behalf or by the Payee of placing, transferring or withdrawing funds to or from Genome Wallet;
32. "Unique Identifier" means a combination of letters, numbers or symbols specified to the payment service user by Us or other payment service provider and to be provided by the payment service user to identify unambiguously another payment service user and / or the payment account of that other payment service user for the Transaction. Under Unique Identifier for the purposes of this Agreement can be understood, without limitation, Wallet ID, IBAN or IBAN and BIC or bank account number and BIC. For internal Genome transfers (incoming and outgoing), under Unique Identifier can be also considered verified phone number or e-mail address of the holder of Genome Wallet with Us;
33. "Verification of Payee (VoP)" – a security service provided by Us to You that allows you to verify if the Payee's name matches the name associated with the Payee's IBAN before you execute Credit transfers (SEPA CT) and SEPA Instant (SEPA Inst) transfers.
34. "Wallet ID" means a Unique Identifier of the holder of Genome Wallet in Eco-System Genome that constitutes of numbers and is assigned by Us in the course of Genome Wallet opening;

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35. “Warranty Reserve" means the value of funds specified in these T&Cs and in Genome's pricing that is held (blocked) by Genome on a separate subaccount of Your Genome Wallet, can be used to cover Your outstanding fees, charges and other financial liabilities, as detailed in Clause 5.9 below, and shall be released at the time of the Agreement termination and closure of Your Genome Wallet.”
36. “We”, “Our” and **“Us”** refers to Genome;
37. “You” and **“Your”** refers to any user, either natural or legal person, of Genome Site, Genome Wallet or Genome Services.

When You open and use Genome Wallet or Genome Services for the private purposes and not for trade, business or profession, You are treated by Us as the **“Consumer”**.
38. In interpreting these T&Cs:

- **(a)** All article, clause, schedule and paragraph headings in these T&Cs are solely for convenience and shall not affect their interpretation;
- **(b)** Unless the context clearly indicates otherwise, words denoting one gender include all genders, words denoting individuals or persons include entities and vice versa, words used in the single include the plural and vice versa, and the words "including", "included", "in particular" and of any similar expression shall be construed as being by way of illustration only and not as limiting the generality of any words preceding them;
- **(c)** References to a person shall include references to that person’s legal representatives, successors and permitted assigns;
- **(d)** References to any statute, statutory, statutory provision, subordinate legislation under the relevant statute, or European Union (EU) Directive or regulation shall include any statute, statutory, statutory provision, subordinate legislation, or EU Directive or regulation which amends or replaces it, or has amended or replaced it.

2. Binding effect

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1. These T&Cs regulate the relationship between Genome and You related to opening, use and closure of Genome Wallet, as well as determine the terms for providing payment and other Genome Services.
2. These T&Cs shall constitute a binding legal Agreement between Genome and You which enters into force on the date of Your enrollment into Eco-System Genome and expressing Your consent (by electronic means) to comply with these T&C, and remains in force an indefinite period of time unless it is terminated as per the terms and conditions stipulated herein. Payment services under these Terms become available and applicable as of the date We issue and activate Your EUR IBAN Account. Prior to this date, only non-payment functionalities of the Genome Wallet are available.
3. You are bound by the provisions of these T&Cs and agree to comply with the obligations and liabilities laid on You under these T&Cs.
4. These T&Cs are placed on the Site. You have the right to receive a copy of these T&Cs by e-mail upon request.
5. We reserve the right to request from You a signed version of these T&Cs (either by e-signature or by hand). Any expenses for the document delivery shall be covered by You.
6. Any additional terms and conditions which regulate relationship between Genome and You that are not stated in this Agreement, as well as any additional services or products that We provide or make available to You from time to time not covered by these T&Cs may be subject to a separate agreement between Genome and You.

3. Representations and warranties

1. Applying for opening of Genome Wallet and accepting these T&Cs, as well as any their revised version, You represent and warrant to Us on an ongoing basis that You:
(a) Are of sound mind, legally competent and at least 18 years of age (or a higher age limit, if so required by the applicable law). We may request from You any information, documents or other evidence to prove Your age or legal competence;

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(b) Reside in the country from the List of Allowed Countries and Territories which is placed on the Site and can be changed by Us from time to time and have no any relationship with countries included into the List of Prohibited Countries and Territories) and will not have in future;
(c) Opening and use of Genome Wallet or Genome Services is legal in Your country of residence and You have all permissions and licenses required under the law for execution of the present Agreement;
(d) Are not a Politically Exposed Person (PEP) or an immediate family member or a close associate of PEP. You undertake to notify Us immediately once You become any of the above;
(e) Act in Your own name and not on the name of any third party unless You notify Us in writing about otherwise and receive Our written consent (the transfer or sale of your account is strictly prohibited);
(f) Act through a duly authorised Representative, who has sufficient powers to enter and execute this Agreement, – where You are a legal person;
(g) Are not subject to bankruptcy, insolvency, restructuring, reorganization, liquidation or other similar proceedings or procedures;
(h) Have all permissions and licenses required under the law for activities conducted by You and Your activity is legal;
(i) Do not perform, are not involved and have no intentions to use Genome Wallet or Genome Services for any illegal purposes or prohibited activities, as detailed in Clause 12 below;
(j) Ensure and present evidence upon the request that all funds received by Us in exchange for E-Money issued by Us originate from legitimate sources and activities;
(k) Follow all laws and regulations applicable to You when open and use Genome Wallet or Genome Services, including without limitation anti-money laundering (AML) and countering financing of terrorism (CFT) requirements, as well as tax and currency control laws and regulations;
(l) Accept that You will need to complete, to Our satisfaction, due diligence procedures carried out by Us in order to identify, check and verify Our clients, as well as their businesses and operations, and agree to provide Us with true, accurate, complete and up to date information, documents and other evidence requested by Us for these purposes;

(m) Will not introduce any viruses or other malware and destructive components into Our System;
2. We rely on the representations and warranties listed above when open and maintain Your Genome Wallet or provide Genome Services to You. You must refrain from opening, accessing and using Genome Wallet and Genome Services, if You disagree, do not accept or fail to comply with the above representations and warranties.
3. We reserve the right to unilaterally refuse Your enrollment application, as well as to terminate this Agreement with immediate effect and close Your Genome Wallet, as detailed in Clause 20 below. You shall bear and reimburse Us any losses and damages that We incur in the result of Your failure to provide Us with true, accurate and complete representations and warranties.

4. Genome Wallet

1. We allow You to top-up Your Genome Wallet, to transfer funds inside Our System, to withdraw funds from Our System, to make currency conversion operations, to receive funds to Your Genome Wallet, to hold funds on Your Genome Wallet for local and International transfers.
2. You can use Your Genome Wallet and obtain Genome Services via IBAN Account and Genome User Portal upon entering into Our System. Via IBAN Account and Your Genome User Portal, You can:
(a) Top-up Your Genome Wallet and withdraw funds from Our System;
(b) Make and receive Transactions;
(c) Proceed with currency conversion operations (i.e. use E-Money in one Supported Currency to purchase E-Money in another Supported Currency according to Our currency exchange rates, formed in accordance with Clause 5.8 below);
(d) Monitor information on the Balance of Your Genome Wallet;
(e) Check Transactions history and history of other Genome Wallet operations;
(f) Conduct quick search on Your Genome User Portal;

(g) Make personal and / or business settings;
(h) Add and change details of top-up and withdrawal methods;
(i) Access news feed (Genome news, important updates etc.) and the summary of Your visits and actions (log-in date, time and IP address, successful or unsuccessful log-in, recent settings, personal or business changes, password change etc.).
3. E-Money reflected on the Balance of Your Genome Wallet belongs to You as the registered holder of Genome Wallet. You can hold E-Money on Your Genome Wallet in one or several Supported Currencies. Holding funds in different Supported Currencies, You accept responsibility for possible depreciation of money due to changes in exchange rates.
4. The maximum amount of E-Money value that You can hold on Your Genome Wallet, as well as amount, number and value of top-up payments, withdrawals and other Transactions, may be limited by Us. The limits We apply depend on Your verification status, country of residence and other factors reasonably designated by Us to be in line with the security and legal requirements. You may request an increase or modification of the applicable limits by initiating such a request through Your Genome Wallet and completing any additional verification, checks, or procedures required by Us. The amended limits normally shall become effective up to two (2) Business Days after the relevant verification procedures have been fully completed to Our satisfaction. However, We reserve the right to extend this period if additional assessment is required.
Where additional information, documents, or clarifications are required, the verification procedures shall not be deemed completed and the amended limits shall not take effect until such requirements are fulfilled.
We reserve the right, at any time, to set, reduce, restrict, or change the applicable limits, to require additional identity verification, or to apply predefined limits to certain categories of users. Information on the applicable limits is available in Your Genome Wallet. We reserve the right to change Our limits from time to time. To raise the limits (to the permitted size) You may be required to follow online instructions and to complete additional checks and procedures.
5. You agree that access to and use of Your Genome Wallet may be interrupted and Genome Services may be limited or unavailable from time to time because of operational maintenance, update, upgrade, errors of Our System or other reasons including those that are beyond Our control, as detailed in Clause 18.1 (m) below.

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In such a case You may not be able to make and receive Transactions, top-up Your Genome Wallet, withdraw funds from Our System, use any other Genome Services or enter in Our System at all.

You will be notified in advance, at least in one (1) day, by e-mail at Your verified e-mail address with Us, about any regular or possible operational maintenance, update or upgrade of Our System that may limit access to or use of Your Genome Wallet or Genome Services. The respective notifications may be also placed on the Site and / or posted on Your Genome User Portal (news feed / blog / status page etc.). If You suffer access or usage problems with Your Genome Wallet or Genome Services, You should check the Site regarding relevant notifications and / or contact Us by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time.

In case of a major operational or security incident that has or may have an impact on Your financial interests, We will inform You, without undue delay, of such an incident and of all measures that We can take to mitigate the adverse effects of the incident.
6. You acknowledge that Deposit Guarantee Schemes (DGS) do not apply to the funds held on Your Genome Wallet.

5. Genome fees and charges. Currency conversion

1. We provide Genome Wallet and Genome Services in consideration of Genome Fees and Charges which are placed on the Site, and / or sent to You via e-mail upon completion, to Our satisfaction, of the due diligence procedures carried out by Us.

2. You agree to pay Us on demand and give a consent to Us (authorise Us) to deduct respective amounts of fees and charges due to Us at any time without notice from the Balance of Your Genome Wallet (any of its subaccounts in Our System with available balance).
3. Our fees and charges are payable in Euro currency or its equivalent by applying Our currency exchange rates as detailed in Clause 5.8 below. In the event that there is insufficient amount of funds available to pay Our fees or charges in account You pay, We shall have the right to charge from any other Your account in any currency by applying Our currency exchange rates and currency exchange rates, as detailed in Clause 5.8 below.
4. It is Your responsibility to ensure sufficient amount of funds on Your Genome Wallet to cover Our fees and charges. In the event that the Balance of Genome Balance is insufficient to cover Our fees and charges, You shall top-up Your Genome Wallet with sufficient amount of funds. We reserve the right to send You reminders about the need to top-up Your Genome Wallet due to the insufficient Balance.
5. If any of the fees or charges applicable to You under this Agreement have not been deducted from the Balance of Your Genome Wallet, including without limitation the case when the Balance of Your Genome Wallet is insufficient to make such deductions, We shall have the right to issue an invoice for the amount owed to Us which shall be paid by You within three (3) business days in accordance with the invoice instructions. The invoice shall be sent to Your registered email address or other contact information linked to Your Genome Wallet.

We reserve the right to apply a 10% late-payment fee in case an invoice issued to You under this Agreement is over thirty (30) days past due. All bank transfer fees and charges related to payment of Our invoices shall be borne by You.
6. You understand that We may take debt collection or enforcement measures, including, without limitation, involving the debt collection agency or initiating a court proceeding, in order to claim debts You owe to Us, and place on You all costs incurred by Us in the course of such measures, including debt administration fees or other fees due to improper performance of the monetary obligation.
7. Any deductions We made and fees or charges We applied will appear in the history of Your Genome Wallet operations. In the event that You have any inquiries

as to deductions We made and fees or charges We applied, You shall notify Us without undue delay by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time.

8. You accept that We apply Our reference currency exchange rates to currency conversion operations that differ from the exchange rates of the European Central Bank or other relevant public sources.

Reference currency exchange rates means the exchange rate which is made available by Us or comes from a publicly available source and which is used as the basis for currency exchange. Our reference exchange rate is published here. You are responsible for regularly reviewing Our reference currency exchange rates to receive up-to-date information on Our currency conversion fees.

Our reference currency exchange rates are dynamic (live), indicative, and can change in real time. We apply current reference currency exchange rates immediately and without prior notice. Information about any changes to Our reference currency exchange rates will be available on Our website. The currency exchange rate applied to your transaction will be the rate that is set in our System at the exact moment the currency conversion is executed, which may differ from the rate displayed to You when You initiated the operation. Any changes in Our exchange rates shall come into effect immediately and without prior notice.

You agree that currency conversion will be made at Your cost and accept that We shall not be liable for any losses You incur in the result of currency conversion. You consent that costs on currency conversion will be deducted from the Balance of Your Genome Wallet.

9. To safeguard fulfillment of Your obligations to Genome We apply Warranty Reserve. The amount of Warranty Reserve is defined by Us based on the evaluation of the risk level of Your business, Your country of residence and other factors reasonably designated by Us. The amount of Warranty Reserve applicable to Your Genome Wallet will be sent to You via e-mail upon completion, to Our satisfaction, of the due diligence procedures carried out by Us. We reserve the right to change the amount of Warranty Reserve applicable to Your Genome Wallet upon prior notification.

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Warranty Reserve will be replenished from funds of top-up payments or incoming transfers to Your Genome Wallet and held (blocked) by Us on a separate subaccount of Your Genome Wallet. You give a consent and authorise Us to do so.

The amount of Warranty Reserve will be visible to You. You will not be able to use subaccount with Warranty Reserve for incoming or outgoing Transactions or execute the Transactions with the funds of Warranty Reserve.

If You do not have sufficient funds on the Balance of other subaccounts of Genome Wallet, We shall have the right to use Warranty Reserve to cover Your outstanding fees, charges, fines, penalties and other financial liabilities due to Us. We are also entitled to use Warranty Reserve if according to AML / CFT / fraud or other risk related issues We are going to return to the initial payer a full or partial amount of funds that have been credited to Your Genome Wallet and the Balance of other subaccounts of Your Genome Wallet is insufficient to do so. For the avoidance of doubt, if full or partial amount of Warranty Reserve is used by Us in connection with the above, We will replenish Warranty Reserve to the relevant configured amount applicable to Your Genome Wallet from funds of any further top-up payment or incoming transfer to Your Genome Wallet.

The remaining amount of Warranty Reserve will be released by Us at the time of the Agreement termination and closure of Your Genome Wallet.

Please check Our Warranty Reserve amounts on personal and business wallet pricing pages.

6. Opening of Genome Wallet

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1. To use Genome Wallet and obtain an IBAN Account and start using Genome Services, You need to first register in Our System and successfully pass our due diligence procedures. The enrollment application can be filled out and submitted to Us through the website or the Genome Mobile App.

Among other information requested from You in the enrollment application, You will be required to indicate Your Log-in Details, i.e. active e-mail address or mobile phone number and strong unique password created by You. Your e-mail address or phone number may be verified by Us with OTP code. You will need to fill out Your Log-in Details each time when You enter in Our System and access Your Genome Wallet. As a part of the enrollment procedure, You will need to accept these T&Cs and Our Privacy Notice.
2. Once You register in Our System, Genome Wallet will be created for You automatically. You will have access to Genome User Portal, but will not be able to use all its functions, as well as to use Your Genome Wallet for all permitted operations unless You complete, to Our satisfaction, due diligence procedures carried out by Us in order to identify, check and verify You as Our client, as well as Your businesses and operations, as detailed in Clause 8 below.
3. Where You wish to open business Genome Wallet with Us, You accept that We will review Your enrollment application and the documents submitted by You in the course of the due diligence procedures and evaluate the risk level of Your business (i.e. Low or High).

You acknowledge and accept that Genome Fees and Charges applicable to Our clients with business Genome Wallet depend on the risk level of their business assigned by Us (i.e., Low or High). We shall have the right to assign and, at any time during the term of this Agreement, to re-assign Your business risk level in Our sole discretion, acting reasonably, upon review of (a)Your enrollment application; (b) any updated documents and information provided by You; or (c) information obtained by Us through Our sources in the course of the due diligence procedures, ongoing monitoring, or risk review (including but not limited to changes in Your industry, business model, ownership, or regulatory classification).

In some cases, based on the evaluation of the risk level of Your business, We may apply different pricing than stated in Genome Fees and Charges or these T&Cs informing You about it via email and / or via Your Genome User Portal.

Where Your business risk level is (re-)assigned, the applicable Genome Fees and Charges for that risk level shall apply automatically. We will inform You of such re-assignment and the resulting pricing changes promptly via email and/or via Your Genome User Portal. Such pricing changes shall take within 14 (fourteen) calendar days from notification.

We charge an Initial Account opening fee for business clients as detailed in Genome Fees and Charges. The initial Account opening fee shall be charged on the last day of the month after account opening.

4. We will notify You by e-mail about the results of the due diligence procedures carried out by Us. The relevant notification will be also communicated to You on Your Genome User Portal by changing Your verification status, excluding the cases when We decide not to open Genome Wallet for You.

You will be able to use Your Genome User Portal, as well as to use Your Genome Wallet for different types of operations once the due diligence procedures carried out by Us are completed to Our satisfaction. We reserve the right not to open Genome Wallet or to terminate this Agreement with immediate effect and close Your Genome Wallet, as detailed in Clause 20 below, without any explanation if due diligence procedures carried out by Us are not completed to Our satisfaction.
5. Upon due diligence procedure is completed to Our satisfaction, We will issue to You EUR IBAN account to be used by You in connection with Genome Wallet.
6. Where You wish to open a business Genome Wallet with Us, You or Your Representative will need to first register in Our System, complete due diligence procedures and open a personal Genome Wallet with Us following the procedures provided in these T&Cs. Having personal Genome Wallet You or Your Representative will be able to apply on opening of business Genome Wallet following on-screen instructions of Genome User Portal. Your business Genome

Wallet will be linked to and can be accessed through the personal Genome Wallet of You or Your Representative(s) and Members, as detailed in Clause 8.3 below.
7. You accept that unless otherwise agreed, You can have only one personal or one business Genome Wallet with Us. For the avoidance of doubt, where You are a natural person and have personal Genome Wallet with Us, You can open more than one business Genome Wallet inside Our System, provided that each such business Genome Wallet belongs to a different legal person and You are acting as the Representative for each of them. You accept that We reserve the right to limit the number of business Genome Wallets that You can open as the Representative of legal persons.

Notwithstanding above, where You are a natural person who has registered in Our System and completed due diligence procedures to Our satisfaction, You can be invited as a Member and have access to business Genome Wallets of different legal persons, as detailed in Clause 8.3 below.
8. You must disclose to Us if You wish to use Genome Wallet for business, professional or trade purposes. Where You open a personal Genome Wallet, You must in all cases in the future inform Us once You decide to use it for business, professional or trade purposes, which will require opening of business Genome Wallet with Us.

We shall have the right to determine, in Our sole discretion, acting reasonably, whether You are using Your personal Genome Wallet for the purposes other than private. In case of any doubts whether Your activity is allowed under personal Genome Wallet or requires opening of business Genome Wallet with Us, You should contact Us by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time.
9. You accept that We apply periodic service charges (annual and monthly) for the maintenance and administration of Genome Wallet. To check Our periodic service charges, please refer to Genome Fees and Charges.

Periodic service charges for the maintenance of Your Genome Wallet are due from You once after the due diligence procedures are completed to Our satisfaction and will be charged by Us in accordance with Clause 5 above. For the avoidance

of doubt, the first monthly or annual fee for the maintenance of Your Genome Wallet will be charged by Us from the funds of the first top-up payment or incoming transfer to Your Genome Wallet (and, if insufficient, from any subsequent top-up or incoming transfer), irrespective of whether any Transactions occur during that initial billing period.

Further, Genome does not charge a Monthly fee for the maintenance of Your Genome Wallet for any subsequent month if there are no Transactions on Your Genome Wallet in the month preceding the one for which a monthly fee is charged. However, after six (6) months of inactivity, We apply a Dormant Account fee, as detailed in Genome Fees and Charges, to be charged by Us on a monthly basis until the Balance of Your Genome Wallet reaches 0 (zero) or You resume Your activity with Genome Wallet.

Periodic service charges for the administration of Your business Genome Wallet (monthly administration fee) are calculated depending on monthly average balance, which shall be calculated taking the remaining Balance of Your Genome Wallet at the end of the day (23:59, Vilnius time) and dividing the sum from the number of calendar days in a relevant month.

10. You agree that we only open Genome Wallets to natural persons whose country of issuance of identity documents (used for verification) is included in the List of Permitted Countries and Territories, which we may change from time to time, and whose residence address matches the country specified in the "List of permitted countries for the beneficiaries (Natural persons)". Legal persons registered in countries included in the List of Allowed Countries and Territories can open business accounts with Genome. If clients are related to countries included in the List of Prohibited Countries and Territories, we do not open Genome Wallets or close an existing one if this is identified later.

11. We reserve the right to refuse to open Genome Wallet for You, if We have any suspicions that You might use Genome Wallet for any of the activities that are included into the List of Prohibited Activities, without notifying You about it.

12. You understand that unless otherwise is decided by Us We do not accept as Our client legal persons with a complex business structure.

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7. Security measures

1. To authorise Transactions, including withdrawal or outgoing transfer, You may be required to use a two-factor authentication function in Our System. This means that You either will receive OTP code which You may be required to indicate for the authorisation purposes described above or or need to be identified using Genome Mobile App or in order to confirm changes in Your personal or business settings, change of Your password to Genome Wallet, as well as other actions related to the use of Your Genome Wallet or Genome Services as may be requested by Us.

Two-factor authentication in Our System may also be used for access purposes to Your Genome Wallet, which means that to enter in Our System, in addition to the Log-in Details, You will need to indicate the OTP code sent to Your verified e-mail address or phone number with Us or authenticate via the Genome Mobile App.
2. We reserve the right to provide You or make available to You, from time to time, other Security Credentials, which means that for validation of Your identity and the use of Genome Wallet or Genome Services and products, authorisation and confirmation purposes listed in Clause 7.1 above You may be required to perform other actions or complete other activities, including without limitation other types of two-factor authentication.

We may also introduce additional security measures for the additional Genome Services or products. We will notify You of any such security measures.
3. You are responsible for Your Genome Security Credentials and must keep them safe, secure, private and confidential at all times and not disclose them to any third parties including friends and family members, as well as not allow anyone to watch Your Log-in Details and other Genome Security Credentials when You are accessing Your Genome Wallet, authorising Transaction or confirming / authorising any other actions related to the use of Your Genome Wallet or Genome Services as may be requested by Us.

4. You are required to always logging off Genome Wallet when You leave a computer or other device used to access Your Genome Wallet. You must always ensure that Your Log-in Details are not stored in the browser history or otherwise recorded on the computer or other device You use to access Genome Wallet. We recommend to memorize Your Log-in Details and not record them on any carrier where they can be watched by third parties. You must not enter or otherwise disclose Your Log-in Details at any resources, except the Site or the Genome Mobile App.
5. You can update / change password to Your Genome Wallet inside Our System at any time and should do this regularly.
6. You shall inform Us about any requests received by You to enter or otherwise disclose Your Log-in Details or other Genome Security Credentials. If at any time You become aware or suspect that Your Log-in Details or other Genome Security Credentials have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, You shall change password to Your Genome Wallet immediately and notify Us without undue delay by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time. You understand that any undue delay in notifying Us may result in You being liable for any losses or damages arising from the above lost, theft, misappropriation, or unauthorised use.
7. Considering that Your e-mail address and / or phone number provided to Us are used for communication with You, accessing of Your Genome Wallet, and / or resetting password to Your Genome Wallet, as well as for the authorisation and confirmation purposes, as detailed in Clause 7.1 above, log-in details to these instruments, including their passwords, shall be protected by You.

You are responsible for the log-in details to Your e-mail address and phone and must keep them safe, secure, private and confidential at all times and not disclose them to any third parties including friends and family members. We recommend to memorize passwords to these instruments and not record them on any carrier where they can be watched by third parties. You should contact Us without undue delay, if You become aware or suspect that Your e-mail address or phone / phone number provided to Us has been compromised.

You are also required to keep safe and secure Your phone, computer and other

devices, which are used for communication with You, accessing of Your Genome Wallet and authorisation or confirmation purposes.

It is Your responsibility to ensure that any computer or other system, software, equipment or device therefrom You access or use Your Genome Wallet is protected and free from any viruses or other malware and destructive components.

To the fullest extent permitted under the applicable laws and regulations, We shall not be liable for any losses or damages You incur in the result of Your failure to comply with the above requirements.
8. You undertake to treat E-Money You hold on Genome Wallet carefully and agree that use of Genome Wallet by any person other than You or Your respective Representative and Members (where You are a legal person), may lead to lose of E-Money You hold on Genome Wallet.

8. Due diligence procedures

1. To use all functions of Your Genome User Portal, as well as to use Your Genome Wallet for different types of operations You will need to complete, to Our satisfaction, due diligence procedures carried out by Us in order to identify, check, and verify Your identity, as well as Your businesses and operations. Our due diligence procedures include Know Your Client (KYC) procedures, AML / CFT compliance, fraud, and other illegal activities checks.

You agree to cooperate with all Our requests in connection with Your Genome Wallet to verify or re-verify Your identity (provide Selfie verification), provide and verify documents allowing Us to identify You and Your status as a legal person (e.g. extract from the relevant trade or business register), provide and prove the legitimate sources of funds and sources of wealth, validate Your top-up payments and other Transactions, as well as benefits gained by the Transactions recipients.

You undertake to commit the relevant required actions (ex. to verify or re-verify Your identity) and provide Us with the documents, information, or other evidence that We may need for these purposes.

You acknowledge and agree that such due diligence obligations apply not only at the time of opening Your Genome Wallet or EUR IBAN Account, but also at any time thereafter, whenever We reasonably require additional verification, re-verification, updating, or confirmation of information, documents, or Your identity in accordance with applicable laws and Our internal compliance requirements.

2. To verify or authenticate Your identity, You will be required to provide Us with the identity documents (passport or ID card) and complete a selfie or video-based identity verification, during which Your face and the identity document must be captured together (as required by applicable AML / CFT regulations). For this purpose, You may be instructed to follow the steps shown in the in-app verification flow, including holding Your identity document next to Your face so that both are clearly visible at the same time. To reasonably identify You, We may also ask You to provide Us with additional documents. You shall notify Us immediately in case of theft or loss of Your identity documents.

For the purpose of protecting the security of Your Genome Wallet and funds against fraud, unauthorized access, money laundering, and other financial crimes, We may require You to re-verify Your identity at any time, including by completing Selfie verification or a full identity verification procedure.

Failure or refusal to complete the required Selfie verification within the deadline indicated by Us shall constitute a material breach of this Agreement. In such a case, We have the right to suspend the use of Your Genome Wallet immediately. If You fail to complete verification within the deadline provided by Us, We shall have the right to apply a Funds Safekeeping fee, until the Selfie verification is completed.

We also have a right to ask You to provide a clear purpose and intended nature of Your business relations, activities, to determine structure of management, to obtain information on Your partners and / or clients etc.

3. Genome Wallet for a legal person can be opened and used by its Representative.

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To open Genome Wallet for a legal person, as well as at any time of its use, in addition to due diligence procedures carried out by Us with respect to a legal person, We will need to verify the identity of the Representative of a legal person and receive confirmation of the sufficient powers of such Representative to act on behalf of a legal person (e.g. power of attorney, relevant corporate documents), including the right to open and use Genome Wallet and Genome Services, as well as dispose funds held on Genome Wallet, which belong to a legal person.

We reserve the right to suspend Your Genome Wallet in the event of change of Your Representative and / or cancelation or expiry of the documents confirming the powers of such Representative to act on Your behalf for the purposes of this Agreement until We verify the identity of the newly appointed or empowered Representative and / or receive the updated documents confirming his / her powers.

The functionality of a business Genome Wallet allows a duly authorised Representative of a legal person to grant access to its Genome Wallet to Members and assign them specific access rights depending on the designated role (e.g., Financial Director, Accountant, Analyst, etc.). Access rights may include, without limitation, the right to view accounts, balances, and reports, the right to make payments, the right to manage Members. For the avoidance of doubt, some of the roles include the right to manage Members, which means that a Member who was invited by a duly authorised Representative of a legal person will be able to invite additional Members and transfer to them the right to authorise and invite other Members and define their access rights. The roles that We suggest You to choose following the relevant on-screen instructions of Genome User Portal are for convenience of use only and do not necessarily need to correspond to the Member’s actual position in a legal person.

To become a Member, a natural person shall be registered in Our System and complete, to Our satisfaction, due diligence procedures carried out by Us in order to verify his / her identity. Each of the Members shall have sufficient legal powers to act on behalf of a legal person and use its Genome Wallet and Genome Services, including the access, view, payment and management rights, as

appropriate. It is Your responsibility to ensure that all Members are duly authorised. We reserve the right to request the documents confirming the powers of the Members to act on Your behalf for the purposes of this Agreement. If You do not reply to Our request or We are not satisfied with the provided documents and information and / or if the respective documents have been canceled or expired, We shall have the right to limit access of such Member to Your Genome Wallet and remove him / her from the list of Members.

You can view, invite and remove Members that have access to Your Genome Wallet and / or edit their roles and access rights in the relevant section of Genome User Portal. For the avoidance of doubt the right to manage Members allows the relevant Member to invite and remove other Members, as well as to edit their roles and access rights. To make sure that unauthorised users do not have access to Your Genome Wallet, We recommend checking the list of Members regularly.

You understand that in case of change of Your Representative and / or cancelation or expiry of the documents confirming the powers of such Representative to act on Your behalf access to Your Genome Wallet for all Members from the list may be limited.

You accept that We treat instructions of Your Representative and Members as Your own and shall not be liable for their acts or omissions.
4. In the course of opening Genome Wallet for a legal person We will require to disclose beneficiaries of such a legal person. For this purpose You shall provide Us with the documents and information allowing Us to identify beneficiaries of a legal person. In the event that legal holders of shares do not excise control over a legal person, You undertake to disclose natural persons who actually control a legal person and provide supporting documents.

Due diligence procedures carried out with respect to You as a legal person will not be completed to Our satisfaction unless We identify Your beneficiaries. We reserve the right to suspend and / or close Your Genome Wallet, terminate provision of Genome Services to You and terminate this Agreement with immediate effect, as detailed in Clause 20 below, at any time if We do not identify beneficiaries of You as a legal person.

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5. We reserve the right to suspend execution of any Transaction, including withdrawal or outgoing transfer and to apply any other measures set out in this Agreement, until You complete, to Our satisfaction, all due diligence procedures carried out by Us, including, but not limited to, identity re-verification (ex. Selfie verification).
In the event that due diligence procedures carried out by Us are not completed to Our satisfaction, including the case when We have reasonable grounds to suspect that the documents submitted by You are not legitimate, or the result of Your re-identification is not satisfactory (You did not pass Selfie verification), We will refuse to execute the Transaction. You accept that when We refuse to execute the Transaction because of the reasons specified above, We shall not be liable for any losses or damages that occur in the result of such refusal. Unless We are prohibited from doing so by law, We will notify You about the refusal and the reasons for it at Our earliest opportunity.
6. Specific documents, information and other evidence to be provided by You to complete Our due diligence procedures will be posted on Your Genome User Portal and / or communicated to You by e-mail to Your verified e-mail address with Us.
7. For due diligence procedures carried out by Us We may request from You original documents, their copies, copies of the documents certified by a notary or any other authorised person. We also reserve the right to request from You duly legalized / apostilled documents and / or translated into the formal language of these T&Cs mentioned in Clause 23.1 below. Information and documents requested from You shall be prepared in the required form and provided to Us, including without limitation by regular mail (where so required). Any expenses for the documents delivery shall be covered by You.
8. You agree that We reserve the right to verify / check ourselves and / or through third parties' systems and other sources documents and other data You provided to Us in the course of due diligence procedures, including without limitation in the course of authentication of Your identity. By accepting these T&Cs You give a consent to Us and / or third parties involved by Us to make such checks and verifications.
9. You must ensure that information You provided to Us in the course of registration in Our System, opening Your Genome Wallet or for the purposes of due diligence procedures carried out by Us is always true, accurate, complete and

up to date, and shall notify us immediately and provide supporting documents about any changes in such information. You are also required to provide Us with any information related to bankruptcy, insolvency, restructuring, liquidation, reorganization or other similar procedures or proceedings You are involved in, as well as about change of control over You or disposal of main part of Your assets, - where You are a legal person.

We may ask You to confirm accuracy or update the provided information at any time. If at any time We discover or have grounds to suspect that the information You provided to Us is outdated or inaccurate, We may contact You and ask for further information. We also reserve the right to ask You to complete due diligence procedures again at any time in case of any changes in the applicable laws and regulations, including without limitation AML and CFT requirements, that oblige Us to request from You any additional documents or information. You agree to reply on Our request as soon as possible and provide Us with the requested documents, information or other evidence.

You shall bear and reimburse Us any losses and damages that We incur in the result of Your failure to provide Us with true, accurate, complete and up to date information, as well as to notify Us immediately and provide supporting documents about any changes in such information.
10. We may contact You using a verified e-mail address, phone number, or through the application regarding Your use of Genome Wallet or Genome Services. This includes situations where we need to obtain or verify accurate information about Your payment details.

To ensure continuous communication with You for the above-listed purposes, You must notify Us about any changes in Your contact details immediately (within one (1) business day). We shall not be liable for any losses, damages, or other negative consequences arising from or in connection with Your failure to maintain up-to-date information on Your Genome Wallet, including contact details.
11. We reserve the right to suspend and / or close Your Genome Wallet, terminate provision of Genome Services to You and terminate this Agreement with immediate effect, as detailed in Clause 20 below, at any time in the event that You

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do not comply with Our requests to complete due diligence procedures carried out by Us.

9. Top-up of Genome Wallet. E-money issuance terms

1. Top-up function of Genome Wallet will be available once after You complete, to Our satisfaction, due diligence procedures carried out by Us, as detailed in Clause 8 above.
2. Your Genome Wallet can be topped-up with a number of different methods, including card, International or SEPA transfer, alternative payment methods, depending on the top-up methods available in Your country of residence, Your verification status with Us, as well as other factors related to the security and legal requirements.

Top-up methods that We support are listed in Genome Fees and Charges and / or posted on Your Genome User Portal inside Our System. We reserve the right to extend the list of top-up methods from time to time. We do not guarantee that any of the top-up methods will be available all the time and that a particular top-up method is available to You. We may discontinue supporting any of the top-up methods at any time.

a. Where all the provisions set out in these T&Cs are met and unless We are otherwise instructed by Our internal policies and / or restricted or prohibited from doing so by law, the funds transferred to top-up Your Genome Wallet will be exchanged for E-Money issued by Us at the nominal monetary value and credited to Your Genome Wallet. The nominal monetary value of E-Money coincides with the value of funds transferred to top-up Your Genome Wallet (after deduction of all fees and charges, relating to the top-up payment or incoming transfer).

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b. You accept that funds received by Us in exchange for E-Money issued by Us, as well as E-Money held on Your Genome Wallet shall not constitute, in any circumstances, either a deposit or other repayable funds and We will not pay and You will not earn any interest or other benefit for E-Money held on Your Genome Wallet associated with the duration of time You hold E-Money with Us.

c. FOR THE AVOIDANCE OF DOUBT, YOU HEREBY WAIVE YOUR RIGHT TO CLAIM CHARGEBACK OR OTHERWISE REVERSE PAYMENT MADE BY YOU TO TOP-UP YOUR GENOME WALLET.

3. We may apply fees for top-up payments and incoming transfers to Your Genome Wallet, as detailed in Genome Fees and Charges.

4. To top-up Your Genome Wallet You will need to choose top-up method, fill out its details, indicate the amount of funds You wish to transfer and select Supported Currency of Your Genome Wallet, which You wish to have credited. Depending on the top-up method, You may need to indicate other information, perform other actions or complete additional authorisation procedures.

Please make sure that currency of the top-up payment corresponds to the Supported Currency of Your Genome Wallet, which You wish to have credited. Otherwise, the funds may be returned to You.

5. You shall be careful when filling out details of the top-up payment and check that all payment details are accurate, complete and correct to make sure that money reaches Us. We shall not be liable for losses suffered by You as a result of inaccuracy of the payment details.

6. If You wish to top-up Your Genome Wallet by card, You can add details of Your card on Genome User Portal and link it to Your Genome Wallet. To top-up Your Genome Wallet in such a case You will need to follow relevant on-screen instructions of Your Genome User Portal upon entering into Our System.

7. A card You are using to top-up Your Genome Wallet, initiating a top up in your Genome account, must be issued in Your name. We may request from You to confirm that You are a named holder of the card. You are not allowed to top-up Your Genome Wallet if You are not a named holder of the card. You agree that breach of this requirement may lead to return of funds transferred to top-up Your Genome Wallet. We reserve the right to apply fees for such return, and claim from You any and all expenses We incur in connection with such return.

We may ask You to complete additional checks and procedures, if We discover or have grounds to suspect that You are not a named holder of the card used for top-up purposes. We reserve the right to suspend Your Genome Wallet unless such checks and procedures are completed to Our satisfaction.
This requirement does not apply to top-ups credited to Your Genome Wallet or card that are initiated outside Our System from another financial institution, which may originate from a card issued in the name of any person.
8. We may apply limits on top-up payments and incoming transfers, which depend on the top-up method, Your verification status with Us, country and other factors reasonably designated by Us to be in line with the security and legal requirements. We reserve the right to change the limits from time to time.

You agree that if the amount of top-up payment or incoming transfer does not fall under the limits applicable to Your Genome Wallet, We may reject the payment and return funds. We reserve the right to apply fees for such return and claim from You any and all expenses We incur in connection with such return.

You are also required to check limits, fees and charges, as well as currency exchange rates of persons related to execution of the top-up payment or incoming transfer, such as banks or payment service providers and international payment card associations or networks. Any and all fees and charges, as well as costs on currency conversion applied to the top-up payment or incoming transfer by persons related to its execution shall be covered by You. We shall not be responsible for the time period required to execute Your top-up payment or incoming transfer.
9. We are recipient of funds transferred to top-up Your Genome Wallet. We do not act as a payment service provider with respect to such payment until the payment is received by Us. We shall not be responsible for the funds transferred to top-up Your Genome Wallet until the payment is received by Us. The funds We received corresponding to E-Money issued by Us will be held in segregated bank account separately from Our own funds.
10. Before We top-up Your Genome Wallet, We may ask You to complete, to Our satisfaction, due diligence procedures carried out by Us with respect to the funds transferred to top-up Your Genome Wallet, as detailed in Clause 8 above. You

agree that We may refuse or suspend any top-up payment or incoming transfer if We are not satisfied with the results of due diligence procedures carried out by Us with respect to such payment. Where We refuse in top-up of Your Genome Wallet, We will return funds. We reserve the right to apply fees for such return, and claim from You any and all expenses We incur in connection with such return.

11. Where all the provisions set out in these T&Cs are met and unless We are otherwise instructed by Our internal policies and / or restricted or prohibited from doing so by law, the funds transferred to top-up Your Genome Wallet will be exchanged for E-Money issued by Us at the nominal monetary value and credited to Your Genome Wallet. The nominal monetary value of E-Money coincides with the value of funds transferred to top-up Your Genome Wallet (after deduction of all fees and charges, relating to the top-up payment or incoming transfer).

12. You accept that funds received by Us in exchange for E-Money issued by Us, as well as E-Money held on Your Genome Wallet shall not constitute, in any circumstances, either a deposit or other repayable funds and We will not pay and You will not earn any interest or other benefit for E-Money held on Your Genome Wallet associated with the duration of time You hold E-Money with Us.

13. FOR THE AVOIDANCE OF DOUBT, YOU HEREBY WAIVE YOUR RIGHT TO CLAIM CHARGEBACK OR OTHERWISE REVERSE PAYMENT MADE BY YOU TO TOP-UP YOUR GENOME WALLET.

14. Incoming transactions that are recalled by or on behalf of the sender, the sender’s payment provider, or our payment partner, due to security, compliance, or risk considerations, may be subject to additional review. Investigation fees may apply as described in Fees and Charges.

10. Withdrawal of funds from Genome Wallet. E-money redemption terms

1. You have the right to request Us to redeem and withdraw from Our System all or part of the funds (monetary value of E-Money) held on Your Genome Wallet at any time during the term of this Agreement, save for the cases when Your Genome

Wallet is suspended by Us or You are otherwise limited in using funds held on Your Genome Wallet according to these T&Cs.
2. Funds from Your Genome Wallet can be withdrawn through a number of different methods, including International transfer or SEPA transfer (in Euro currency only), alternative payment methods, depending on the withdrawal methods available in Your country of residence, Your verification status with Us, as well as other factors related to the security and legal requirements.

Withdrawal methods that We support are listed in Genome Fees and Charges and / or posted on Your Genome User Portal inside Our System. We reserve the right to extend the list of withdrawal methods from time to time. We do not guarantee that any of the withdrawal methods will be available all the time and that a particular withdrawal method is available to You. We may discontinue supporting You with any of the withdrawal methods at any time as long as there is at least one withdrawal method available to You.
3. The bank account or payment account with another payment service provider whereto You wish to withdraw funds from Your Genome Wallet must be issued or opened in Your name. We may request from You to confirm that You are a named holder of the withdrawal method chosen by You.

If We have grounds to suspect that You are not a named holder of the withdrawal method chosen by You, We may ask You to complete additional checks and procedures carried out by Us and reserve the right to suspend Your Genome Wallet for the period of such checks and procedures. You agree that We reserve the right to refuse Your withdrawal transfer request, if We discover that You are not a named holder of the withdrawal method chosen by You. You accept that We may apply fees for investigation of Your withdrawal transfer.
4. To request Us to redeem E-Money and withdraw funds from Your Genome Wallet You will need to follow the instructions given in Clause 11 below that shall be read in conjunction with this Clause 10.

11. Making and receiving transactions

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1. With Your Genome Wallet, You can make and receive, as appropriate, the following transfers / payments:
(a) Top-up payments and incoming transfers, including International and SEPA transfers, top-ups by cards, and transfers by alternative payment methods;
(b) Withdrawals and outgoing transfers (a payment service when money is transferred, E-Money is redeemed), including International and SEPA transfers (in Euro currency only), and transfers by alternative payment methods.

You can also make and receive internal Genome transfers (incoming and outgoing) to / from another holder of Genome Wallet, as well as transfer funds between subaccounts of Your Genome Wallet with or without currency conversion.

2. To make Transaction You will need to enter in Our System and fill out Transaction order details following the relevant on-screen instructions of Your Genome User Portal.

To initiate transfer of funds You will need:
(a) To indicate phone number / e-mail address / Wallet ID, - for internal Genome transfers, - or other Unique Identifier of the Payee, - for withdrawals and outgoing transfers,
(b) To select Supported Currency of the Transaction, and
(c) To specify amount of funds You wish to transfer.

For withdrawals and outgoing transfers You may also need to indicate name and address of the Payee and / or its payment service provider, specify country of funds destination or other payment details required for the Transaction execution.

We shall have the right to set up mandatory information that must be provided to Us in the Transaction order details for the Transaction execution. We will execute Your Transaction order only if the information required for execution is in place.

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3. You shall be careful when filling out details of the Transaction order and check that all payment details, including Unique Identifier of the Payee, are accurate, complete and correct. If the payment details You provide to Us are not complete or correct, the Transaction may be delayed or misrouted. We also reserve the right to refuse in the Transaction execution.

You accept that if the Transaction is executed by Us in accordance with the Unique Identifier of the Payee indicated by You in the Transaction order, it shall be deemed to have been executed correctly. If besides the Unique Identifier of the Payee the Transaction order contains any additional information, We shall be liable only for execution of the Transaction according to the Unique Identifier indicated in the Transaction order.

Unless otherwise required under the applicable laws or regulations, when crediting or debiting funds to Genome Wallet according to the Unique Identifier indicated in the Transaction order, We are not obliged to check whether such Unique Identifier received by Us corresponds to the name and surname / name of account holder. In the event that We proceed with such check and find the difference between Unique Identifier received by Us and the name and surname / name of account holder, We shall have the right to refuse in execution of such Transaction order.

We shall not be liable for non-execution or defective execution of the Transaction if You provided Us with incorrect payment details and / or Unique Identifier of the Payee. If a Transaction order sent to Us contains errors, You shall contact Us immediately by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time.

You shall bear all liability for errors made by You in the Transaction order. We shall not be liable for such errors of Yours and for any losses or damages that occur in the result of such errors, including the case when funds have been transferred to incorrect recipient.

You understand that once funds are credited to Payee’s account, the Transaction

becomes irreversible and return of funds can only be completed if the recipient gives written instructions to return funds to You.

We will make reasonable efforts to recover the funds transferred to incorrect recipient. You accept that We may apply fees for recovery, as well as pass on You fees and charges of banks and payment service providers related to Transaction execution for their assistance in recovery process. We do not guarantee that recovery of funds will be successful, but in the event that collection of funds is not possible, We will provide You, upon written request, all information available to Us in order for You to file legal claim to recover the funds.

4. In the event that Transaction order received by Us does not contain sufficient information for the Transaction execution or contains errors, so that funds can not be duly debited or credited to the Payee's account, We reserve the right to contact You (via verified e-mail address or phone number with Us) for specification of the accurate information on the payment details for the Transaction execution.

5. Transactions, including withdrawals and outgoing transfers, may require Your authorisation. In such a case We will execute the Transaction only after it is authorised by You. Transaction is considered to be authorised by You only if You have given consent to Us to execute the Transaction. You give a consent to Us to execute the Transaction enclosing Your e-signature, as detailed in Clause 7.1 above, and / or indicating OTP code sent to Your verified e-mail address or phone number with Us and / or by other Security Credentials that We provide or make available to You from time to time pursuant to Clause 7.2 above.

Notwithstanding above, You give Us a consent to return to the initial payer a full or partial amount of funds that have been credited to Your Genome Wallet if We have reasonable grounds to suspect that such funds have been received by You unlawfully, fraudulently or You did not provide information or documents supporting the Transaction at Our request or We consider such information or documents insufficient evidence of the Transaction or in the event We find the difference between Unique Identifier received by Us and the name and surname / name of account holder, as well as in other cases described in Clauses 12.1 and 12.2 below. You accept that no further authorisation or consent from You required for the return of funds that will be debited from Your Genome Wallet. You understand that for the return of funds according to this paragraph We may

charge fees applicable to outgoing transfers, as detailed in Genome Fees and Charges.

6. Unless there is a problem with Our System, We will ordinarily receive Your Transaction order on the day when it was sent by You. If You send Transaction order on the day that is not a Business Day, it shall be deemed to have been received by Us on the following Business Day. If the Transaction order is received by Us on the Business Day, but not on the working hours, it shall be deemed to have been received by Us on the following Business Day. Genome working hours can be found on the Site. This clause applies to any type of Transaction except SEPA Instant payments.

7. Once You send a Transaction order to Us to execute the Transaction, it will be assigned with a “pending” status.

Once the Transaction has been received by Us with the current date execution time, You can no longer revoke the Transaction order. You can revoke the Transaction that is scheduled no later than the end of the business day preceding the agreed date.

In the event that We agree with You on a particular date for execution of the Transaction order, You can revoke the Transaction order till the end of the Business Day before the agreed date of Transaction order execution.

However, upon Your request, We may initiate a recall of the executed Transaction. You understand and agree that such recall is possible only with the consent of the payment recipient, is not guaranteed, and may be subject to applicable fees.

8. There is no overdraft facility available in Genome Wallet. We will execute the Transaction only from the available Balance of Your Genome Wallet. Before making any Transaction, You will need to check Balance of Your Genome Wallet, which must be sufficient to cover a particular Transaction, including Genome fees and charges relating to such Transaction and currency conversion fee (where applicable). If You do not have enough E-Money on Your Genome Wallet, You may not be able to create and send Transaction order to Us or We will refuse in execution of such an order. We will notify You about the refusal and reasons for it.

For the avoidance of doubt, if the Balance of Your Genome Wallet is less than the

amount of the Transaction and Genome fees and charges or is sufficient only to cover Genome fees and charges relating to the Transaction execution and / or currency conversion fee (where applicable), We will refuse in the Transaction execution as after deduction of Our fees and charges there will be no funds to cover the Transaction itself. The same clause is applied in case You wish to redeem Your E-Money.

9. Transactions may be subject to additional checks and procedures carried out by Us, including without limitation a requirement to provide Us with the supporting documents for the Transaction confirming its economic background and benefits gained by the parties to the Transaction.

10. Where all the provisions set out in these T&Cs are met and unless We are otherwise instructed by Our internal policies and / or restricted or prohibited from doing so by law, We will execute the Transaction as per Your instructions:

(a) For internal Genome transfers: E-Money will be credited to the Genome Wallet of the Payee associated with the Wallet ID, phone number, or e-mail address indicated by You in the Transaction order by the end of the Business Day when the Transaction order has been received by Us, as detailed in Clause 11.6 above.

(b) For withdrawals and outgoing transfers: We will redeem E-Money at its nominal monetary value and proceed with withdrawal or outgoing transfer. Additional fees for E-Money redemption may be applied in accordance with the applicable law. Normally, We will only apply fees for transfer of funds as per Genome Fees and Charges.

It is Our responsibility to ensure that funds of Your withdrawal or outgoing transfer are received by the Payee’s payment service provider:

a) SEPA transfer can be made as:

- **SEPA Credit transfer (SEPA CT)** - during the execution time of one (1) Business Day following the day when the Transaction order has been received by Us, as detailed in Clause 11.6 above, provided, however, that You indicated Payee’s IBAN and Payee’s payment service provider participates in SEPA transfer scheme;

- **SEPA Instant payment (SEPA Inst)** - during the execution time of seconds, following the day when the Transaction order has been received by Us, provided, however, that You indicated the Payee's IBAN and provided, that the beneficiary's and payee's payment service provider has joined SEPA Inst scheme and transfer is executed within limits set by SEPA Inst scheme and (or) payment service provider. In case of SEPA Instant payment execution is not possible, the payment shall be made as a usual SEPA credit transfer (SEPA CT) or rejected.

b) International transfer during the execution time of one (1) to four(4) Business Days following the day when the Transaction order has been received by Us, as detailed in Clause 11.6 and Genome Fees and Charges;

International transfers can be made only to banks in foreign countries disclosed here.

You accept that for International transfer execution We reserve the right to select a payment method for the Transaction. For International transfers, We may reserve the maximum fee for the execution of the payment; however You will be charged according to actual execution of the transfer and the payment method that is used upon its processing.

You accept that there may be a delay in execution time periods provided above because of the banks or payment service providers participating in the Transaction order execution, including without limitation the case when additional checks or verifications are made on the side of such banks or payment service providers.

11. For the purposes of withdrawal or outgoing transfer by means other than SEPA transfer when a withdrawal or outgoing transfer is made to an account held with a bank or payment service provider We may be specified as a payer. We shall not be responsible for the withdrawal or outgoing transfer once the funds are received

by the recipient's (Payee's) payment service provider.

You agree that all fees and charges of the recipient's (Payee's) bank or payment service provider, as well as costs on currency conversion (where applicable) that the recipient (Payee) incurs for receiving of funds shall be covered by the recipient (Payee).

12. You accept that Transactions may be subject to limits applicable by Us to be in line with the security and legal requirements. We reserve the right to change the limits from time to time. You agree that if the amount of funds You wish to transfer does not fall under the Transaction limits applicable to Your Genome Wallet, You may not be able to create and send Transaction order to Us or We will refuse in execution of such an order.

You understand that recipient (Payee) of funds may be also subject to transaction limits and that this may affect the recipient's access to the funds You intend to transfer. If the amount of funds You transferred does not fall under the transaction limits applicable to the recipient (Payee), the funds may be returned to You and will be credited to Your Genome Wallet.

13. When executing Your Transaction order, We shall transfer to the Payee's payment service provider the information provided in the Transaction order.

You agree that Your phone number, e-mail address, Wallet ID or other Unique Identifier and / or other data required for the Transaction execution or provided in the Transaction order details will be displayed to the Payee of the Transaction and / or to the Payee's payment service provider.

14. In the event that funds of the withdrawal or outgoing transfer are returned to Us in the result of unsuccessful Transaction, for whatsoever reason, such funds will be exchanged for E-Money issued by Us and credited to Your Genome Wallet. You accept that fees paid by You for the withdrawal or outgoing transfer are not refundable. You agree that because of Our fees and charges related to returning of funds, the amount of E-Money credited to Your Genome Wallet may be different from the amount of funds You originally transferred.

15. If You are not the intended recipient (Payee) of the Transaction and noticed that funds have been credited to Your Genome Wallet by mistake or without legal basis, You shall notify Us about the respective Transaction immediately by e-mail

using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time. You are not entitled to dispose such funds.

We shall have the right to debit Your Genome Wallet on the amount incorrectly credited to it without Your consent or authorisation and transfer such funds to the Payer or their intended recipient.
Additionally, if We determine, or receive substantiated information from third parties, that funds were credited or transferred to Your Genome Wallet by mistake or without legal basis (including where You have transferred such funds to Yourself due to an error), We may debit Your Genome Wallet without Your consent and return such funds to the rightful party on the basis of unjust enrichment.
If the Balance of Your Genome Wallet is insufficient to debit the incorrectly credited amount from Your Genome Wallet, which means that You have disposed of such incorrectly credited amount, You will be required to top-up Your Genome Wallet on the amount of incorrect Transaction.
16. You understand that incoming transfers to Your Genome Wallet can be reversed. We shall have the right to reverse such payment if the Payer or Payer's bank or payment service provider initiated a chargeback or otherwise reversed a payment which was transferred to fund Your Genome Wallet.
17. You can make Transactions using Supported Currencies of Your Genome Wallet (always subject to the available E-Money value in the currency selected by You for the Transaction).

If You wish to make the Transaction in a currency which is Our Supported Currency, but differs from the Supported Currency of Your Genome Wallet, which You wish to have debited, there will be a need in currency conversion.

To proceed with currency conversion, You will need to send a request to Us following the relevant on-screen instructions of Your Genome User Portal. You will be required to indicate amount of funds You wish to transfer and select Supported Currency of the Transaction. You will see currency exchange rate, formed in accordance with Clause 5.8 above, as well as amount of E-Money in the Supported Currency of Your Genome Wallet that We will use to purchase E-Money in the Supported Currency of the Transaction. You will need to confirm the above

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listed details to complete currency conversion operation as per the proposed currency exchange rate before sending Transaction order to Us.

If You do not have sufficient E-Money in the Supported Currency chosen by You for the Transaction, but You have sufficient E-Money in another Supported Currency of Your Genome Wallet, We will not execute the Transaction until You give instructions to Us to convert that another Supported Currency into the Supported Currency of the Transaction.

The above currency conversion rules also apply where You wish to make a conversion between Supported Currencies of Your Genome Wallet irrespectively of execution of any Transaction.
18. If You are the Payer, after the amount of Transaction made by You is debited from Your Genome Wallet, We will provide You, without undue delay, with the following information:
(a) Information enabling You to identify each Transaction and information relating to the Payee;
(b) Amount of the Transaction in the currency in which Your Genome Wallet is debited, or in the currency specified in the Transaction order;
(c) Amount of any charges for the Transaction and, where applicable, a breakdown of the amounts of such charges, or interest payable by You in connection with the Transaction;
(d) Currency exchange rate applied by Us to the Transaction and the Transaction amount after the currency conversion (where applicable);
(e) Date when funds have been debited from Your Genome Wallet or date when Transaction order has been received by Us.
19. If You are the Payee, after execution of the Transaction, We will provide You, without undue delay, with the following information:
(a) Information enabling You to identify the Transaction and the Payer, as well as any information transferred along with the Transaction;
(b) Amount of the Transaction in the currency in which Your Genome Wallet is credited;
(c) Amount of any charges for the Transaction and, where applicable, a breakdown of the amounts of such charges, or interest payable by You in connection with the Transaction;

(d) Currency exchange rate applied by Us to the Transaction and the Transaction amount before the currency conversion (where applicable);
(e) Date when funds have been credited to Your Genome Wallet.
20. We may apply fees for execution of Transactions and other related fees and charges depending on the type of Your Genome Wallet and the type of Transaction that You make or receive. Transaction fees are charged when the Transaction is executed. We also reserve the right to set excess Transaction activity fees if the number of Transactions on Your Genome Wallet is significant. You are required to check Genome Fees and Charges before making any Transaction.
21. Any Transaction You make or receive, including its details, Genome fees and charges, as well as currency exchange rate (where applicable) relating to such Transaction will appear in the history of Your Genome Wallet operations once it is completed. You should check history of Your Genome Wallet operations regularly and let Us know about any irregularities or questions You have without undue delay by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time. Each Transaction is given a unique Transaction ID which You should indicate when communicate with Us about a particular Transaction.
22. At Your Genome User Portal You can create, free of charge, for Your own purposes, daily, weekly and monthly virtual reports on the Transactions. You accept that We may apply fees for the hard copy of the reports, as well as for the account statement to auditors or other third party (both hard and e-copy). Delivery of the hard copy of reports shall be paid by You.

12. Prohibited activities

1. It is strictly prohibited and shall be treated as material breach of Agreement:
(a) To use Genome Wallet or Genome Services for any unlawful or illegal purposes including without limitation fraud, money laundering, terrorist financing, or other criminal or illegal activities;

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(b) To make or receive Transactions to / from natural or legal persons involved into fraud, money laundering, terrorist financing, or other criminal or illegal activities;
(c) To use Your personal Genome Wallet for the purposes other than private, including business, trade or profession activities;
(d) To top-up Your Genome Wallet with illegally originated funds;
(e) To use name and other data of third party in order to register in Our System, open Genome Wallet and / or complete Your due diligence procedures with Us, to transfer or sale of Your Genome Wallet;
(f) To provide Us with false, misleading or inaccurate information;
(g) To use Genome Wallet or Genome Services in a way that causes loses, damages or other negative consequences to Our or third parties' business reputation;
(h) To infringe Our or third parties' Intellectual Property Rights;
(i) to open and use Genome Wallet or Genome Services from countries which are not included into the List of Allowed Countries and Territories, as well as to top-up Your Genome Wallet, make and receive Transactions and have other relationships with countries included into the List of Prohibited Countries and Territories;
(j) To introduce viruses or other malware and destructive components into Our System;
(k) To open or attempt to open more than one personal or business Genome Wallet with Us;
(l) To use Genome Wallet or Genome Services for the sale or supply of goods or provision of services that are prohibited by law or contradict public order and moral principles;
(m) To use Genome Wallet or Genome Services or conduct Your business in a manner that may lead to disputes, complaints, chargebacks, reversals, refunds, fees, fines, penalties or other liability to Us, You, other holders of Genome Wallet or third parties;
(n) To use Genome Wallet or Genome Services in a manner that may violate any applicable laws or regulations, rules of international payment card associations or networks and / or banks or payment service providers;
(o) To disclose Log-in Details and other Genome Security Credentials to any third parties including friends and family members;
(p) To breach the provisions of these T&Cs.

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2. We reserve the right to restrict opening and use of Genome Wallet and Genome Services for certain types of activities and Transactions. A List of Prohibited Activities is placed on the Site and can be amended by Us from time to time. You are required to review the List of Prohibited Activities and must refrain from opening Genome Wallet in the event that You intend to use Genome Wallet or Genome Services for any of the activities included into the list.
3. If You breach or We have grounds to suspect that You may be in breach of the above prohibitions and / or are involved in activities included in the List of Prohibited Activities, We reserve the right, at Our discretion, to apply the following measures under our choice depending on particular circumstances:
(a) Reverse the Transaction or refuse in the Transaction execution; and / or
(b) Return to the initial payer a full or partial amount of funds that have been credited to Your Genome Wallet
(c) Suspend Your Genome Wallet
(d) close Your Genome Wallet and terminate provision of Genome Services to You and terminate this Agreement, as detailed in Clause 20 below; and / or
(e) Report any suspicious activity to the competent law enforcement authorities; and / or
(f) Inform about breach of the above prohibitions other holders of Genome Wallet, Payees or Payers of the Transaction, as well as bank or payment service provider and / or payment card association or network involved in the Transaction execution;
(g) apply any fees or charges expressly set out in this Agreement and/or the Genome Fees and Charges that are applicable as a result of such breach;
(h) Take any other legal actions against You; and / or
(i) Claim losses and damages from You.

Unless We are prohibited from doing so by law, We will notify about the actions We took or imposed against You or Your Genome Wallet in connection with Your breach of the above prohibitions. You shall bear and reimburse Us any losses and damages that We incur in the result of such breach.

13. Data protection

1. To provide service and safeguard the prevention, investigation and detection of payment fraud We process personal data.
2. You should be aware that by providing You with Genome Wallet and Genome Services We act as a data controller and You may act as a data subject. The terms personal data, data subject, data controller and data processor are used in the meaning given by the General Data Protection Regulation (GDPR).
3. By opening Genome Wallet for You, We collect Your personal data, so in this case We act as a data controller, and You act as a data subject, therefore We are subject to respective rights and obligations under applicable data protection laws.
4. In some cases, when You are a business, You transfer to Us personal data of Your officers or other Representatives and Members. Insofar You and We jointly determine to process personal data for the purposes of Our cooperation, We and You are joint data controllers and bear several liability for data protection infringements. You shall warrant that You have appropriate legal grounds to collect, process and transfer to third parties personal data of Your officers and other Representatives and Members.
5. We access, process and retain only those personal data that are necessary for the provision of Our Services.
6. For more details regarding the data protection and processing, please refer to Our Privacy Notice.

14. Confidentiality

1. The Receiving Party shall:

(a) maintain all Confidential Information in strict confidence and not disclose or otherwise make available any Confidential Information to any third party except as permitted under this Agreement or required by law;

(b) use the Confidential Information solely for the purposes of fulfilling its obligations or exercising its rights under this Agreement; and

(c) take all reasonable steps to prevent unauthorized disclosure or use of the Confidential Information.

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2. The obligations in this Clause shall not apply to any information that:

(a) is or becomes public knowledge through no breach by the Receiving Party;

(b) was lawfully known to the Receiving Party prior to its disclosure, as evidenced by written records;

(c) is lawfully received from a third party without a duty of confidentiality;

(d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or

(e) is approved in writing by the Disclosing Party for release or identified as no longer confidential.

3. The Receiving Party may disclose Confidential Information if and to the extent required by a valid order of a court, governmental authority, regulatory body, or as otherwise required by applicable law or regulation. Any such disclosure shall be limited to the minimum extent necessary to comply with such order or applicable law.

4. The Confidential Information may be disclosed only to those Receiving Party's employees, directors, officers, and professional advisers who have a need to know such Confidential Information for the purposes of this Agreement, and who are bound in writing to protect the Confidential Information from unauthorized use and disclosure.

5. The Confidential Information may be disclosed by Genome to the extent necessary for the proper provision of Genome Services, compliance with legal obligations, or protection of legitimate interests, to the following persons or institutions:

(a) supervisory and regulatory authorities overseeing the Genome's activities;

(b) members of the same corporate group as Genome;

(c) third parties engaged in debt collection, administration, or maintenance of debtor databases;

(d) third parties directly involved in providing the Genome Services, including international payment organisations, correspondent payment service providers,

payment card processors, printing or postal service providers, and insurance companies;

(e) law enforcement institutions, state authorities (e.g., State Tax Inspectorate (VMI), and other financial institutions, if such duty is determined by the legislation;

(f) auditors, legal advisors, consultants, or other professional service providers engaged by Genome;

6. All Confidential Information remains the sole property or right of the Disclosing Party. Disclosure under this Agreement grants no rights, by license or otherwise, to any of the Disclosing Party's intellectual or proprietary rights, including (to the extent applicable) patents, copyrights, trademarks, or trade secrets.

7. These Clauses of section 14 shall survive termination of this Agreement for whatever reason for as long as such information remains confidential, and will bind the Parties, their successors, and permitted assigns.

15. Intellectual property

You acknowledge and agree that any and all titles, interests and Intellectual Property Rights that exist now, and all such titles, interests and rights subsequently acquired by Us to the Site, Genome User Portal and Eco-System Genome in its entirely, including without limitation to all information, content and material contained therein, are owned or licenced by Us and are protected by intellectual property laws and / or international treaty provisions.

1. Nothing in these T&Cs grants You any legal rights to the Site, Genome User Portal and Eco-System Genome in its entirely other than as necessary to enable You to access Genome Wallet and obtain Genome Services.

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2. You acknowledge that, under no circumstances, You will acquire any title or interest to any part of the Site, Genome User Portal, Eco-System Genome or their contents. You may not reproduce, store, share, distribute or use any of the information, content and material contained on the Site, Genome User Portal or Eco-System Genome, either in whole or in part, without Our or the respective owner's prior written consent.

16. Trademarks

1. "Genome" name and logos are trademarks of Genome and / or Our affiliates. Other marks, graphics, icons, names and logos used or displayed on or through the Site, Genome User Portal and the described or offered products or services are trademarks, trade dress and / or service marks of Genome, Our affiliates or otherwise are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Genome.

You must not copy or use any of the abovementioned trademarks, trade dress and / or service marks, in whole or in part, without Our and the respective owner's prior written consent.

17. Our liability

1. You agree that We consider any Transaction executed by Us as per instructions provided You and authorised according to these T&Cs as executed correctly and duly authorised by You personally.
2. You are obligated to check information about the executed Transactions at least one (1) time per month and contact Us immediately by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools

which We make available to You from time to time if any questions or concerns arise in connection with the Transactions.
3. Where You are a Consumer, You may be entitled to obtain a refund from Us of the full amount of unauthorised or incorrectly executed Transaction (due to Our error) only if You notify Us in writing without undue delay by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time on becoming aware of any such Transaction giving rise to a claim and no later than thirteen (13) months after the debit date.

You accept that You will not be entitled to obtain a refund from Us if You fail to notify Us about unauthorised or incorrectly executed Transaction (due to Our error) within thirteen (13) months after the debit date, provided that We made available to You the information on the Transaction in accordance with these T&Cs. In such a case You shall bear all the losses relating to the unauthorised or incorrectly executed Transaction.
4. Where You are contracting Us not as a Consumer, We shall be liable for losses You incur in the result of unauthorised or incorrectly executed Transaction (due to Our error) only if You notify Us in writing without undue delay by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time on becoming aware of any such Transaction giving rise to a claim and no later than one (1) month after the debit date.

You accept that We shall not be liable for losses You incur in the result of unauthorised or incorrectly executed Transaction (due to Our error) if You fail to notify Us about any such Transaction within one (1) month after the debit date, provided that We make available to You the information on the Transaction in accordance with these T&Cs. In such a case You shall bear all the losses relating to the unauthorised or incorrectly executed Transaction.
5. You shall bear all the losses relating to the unauthorised Transactions, if You acted fraudulently or failed with intent or gross negligence to comply with the security measures required to keep Your Genome Wallet safe.
6. Where You are a Consumer, You shall bear the loses, up to a maximum of EUR 50, relating to the unauthorised Transactions resulting from the use of lost or

stolen Log-in Details or other Genome Security Credentials or from the misappropriation of Genome Wallet unless You acted fraudulently as described in Clause 17.5 above.

If You are contracting Us not as a Consumer, Your liability under this clause shall not be limited and You shall bear all the losses relating to the unauthorised Transactions resulting from the above.

7. You shall not bear any financial consequences resulting from the use of lost or stolen Log-in Details or other Genome Security Credentials or from the misappropriation of Your Genome Wallet which occurs after notifying Us, without undue delay, that Your Log-in Details or other Genome Security Credentials have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, except where You have acted fraudulently.

8. Unless You are a Consumer, where You deny having authorised an executed Transaction or claim that the Transaction was not correctly executed by Us, the burden shall be on You to prove that the Transaction was not authenticated, accurately recorded, entered in the accounts or was affected by a technical breakdown or some other deficiency of the service provided by Us.

9. You shall provide Us with all available information about any unauthorised entrance into Our System, as well as about any illegal actions of third parties performed in the result of such unauthorised entrance. You undertake to assist Us in investigating of the unauthorised or incorrectly executed Transactions.

10. In case of the improperly execution of the Transactions, We are liable only due to Our fault. We are not liable for third parties’ mistakes.

11. If You are initiating the Transaction order or executing the Transaction order by identifying a Unique Identifier, such Transaction order shall be deemed to be executed properly if it was executed according to the specified Unique Identifier. We have the right, but We are not obliged to check whether the Unique Identifier presented in the Transaction order received by Us corresponds to the account holder's name and surname / name.

If the Unique Identifier is presented to Us with the account to be credited or debited from the account, the Transaction order is deemed to be executed properly if it was executed according to the specified Unique Identifier. If We carried out the said inspection (for example, in the prevention of money

laundering risk) and find out clear mismatch between the Unique Identifier submitted to Us and the account holder's name, We have the right not to execute such Transaction order or reverse the funds credited.
12. If You (Payer) initiate properly the Transaction order and Transaction is not executed or executed improperly, We, at Your request, shall immediately and without charge take measures to trace the Transaction and to inform You about results of the search.
13. We are liable for the properly initiated Transaction order with the terms set forth by these T&Cs and / or additional agreements entered into between Us and You.
14. We are liable for the not applying the commission fees or giving back the already paid commission fee in case if the Transaction order was not executed or executed improperly due to Our fault.
15. We are not liable for the indirect losses incurred by You and related to not executed Transaction order or improperly executed Transaction order. We may be liable only for Your direct losses in accordance with the provisions of these T&Cs.
16. Limitations of Our liability shall not be applied if such limitations are prohibited by the applicable law.
17. The conditions of the re-payment of the amount of the Transactions of the Payee or initiated by the Payee are the same as they are set forth in Law on Payments of the Republic of Lithuania, unless otherwise agreed between You and Us as the parties to this Agreement.

18. Limited liability. Indemnification

1. Without prejudice to other provisions of these T&Cs that exclude or limit Our liability under these T&Cs, You accept and agree that to the fullest extent permitted under the applicable laws and regulations We shall not be liable:
(a) For any (i) indirect; (ii) consequential; (iii) special; (iv) exemplary; (v) punitive; or (vi) incidental damages of any kind arising out of these T&Cs, including without limitation damages for loss or non-receipt of income, profit, revenue or savings,

waste of management or office time, business interruption, loss of business information, loss of goodwill or business reputation, loss of Your business, even if We have been advised of the possibility of such damages;
(b) For the goods and services that You sale, supply, provide or receive using Your Genome Wallet for payment purposes, including without limitation for the quality, performance, safety and legality of such goods or services, as well as for their actual delivery;
(c) For illegal actions of third parties performed in the result of unauthorised access to Your Genome Wallet, as well as for illegal documents and information provided by such persons;
(d) For the correct performance of the Transaction if We can prove that payment service provider involved into receiving funds by You or other Payee received the payment within appropriate time period. We shall, on Your request and free of charge, make immediate efforts to trace a non-performed or defectively performed Transaction and notify You on the outcome;
(e) For any losses or damages You incur in the result of suspension of Your Genome Wallet and Genome Services, termination of any or all of Genome Services or products, termination of this Agreement and closure of Your Genome Wallet according to the provisions of these T&C;
(f) For any viruses or other malware suffered by the computer or other system, software or equipment therefrom You access and use Your Genome Wallet or Genome Services;
(g) For non-performance or breach of these T&Cs and any losses or damages You incur in the result of such non-performance or breach because of errors, illegal intervention, viruses or other malware suffered by Our System;
(h) For the interruptions of Our System caused by regular operational maintenance, update or upgrade of Our System that limited access to or use of Your Genome Wallet or Genome Services;
(i) For any costs, fees and charges, including costs on currency conversion (where applicable), of persons related to execution of Transactions, such as banks or payment service providers and international payment card associations or networks, as well as for acts, errors or omissions of the same with respect to Your funds;
(j) For assessment and payment of any taxes, duties and other relevant charges that may arise from Your activity with the use of Genome Wallet or Genome

Services. You are solely responsible for assessment and payment of any tax obligations and other relevant duties and charges whatsoever;
(k) For any losses or damages You incur in the result of Your failure to comply with the applicable laws and regulations;
(l) For any losses or damages You incur in the result of Our compliance with the requirements of the applicable laws and regulations;
(m) For non-performance or breach of these T&Cs or delay in performance of Our obligations under these T&Cs, as well as for any losses or damages You incur in the result of such non-performance, breach or delay, if it was caused by abnormal and unforeseeable circumstances beyond Our control or the control of intermediary affected on which We rely when perform obligations hereunder, including without limitation Your or third parties' actions or inactivity, bank delays, acts of God, war (whether declared or not), acts of terrorism, invasion, fire, strikes, lock-outs or any other industrial action, acts, decisions, regulations, restrictions of any competent authorities, malfunction or unavailability of Internet, telecommunications, networks, computer or other systems, major operational or security incidents, or other circumstances beyond Our control, which make it practically impossible for Us to comply with the provisions of these T&Cs. We will take all reasonable efforts to end such circumstances, as well as will notify You about their occurrence as soon as reasonably possible;
(n) Consequences arising after We legally terminate these T&Cs, close Your Genome Wallet, suspend it or otherwise limit access to it, also after reasonable limitation or termination of provision of all or part of Our Services;
(o) For Your failure to fulfill Your own contractual obligations.
2. You are required to ensure that You make or receive Transactions to / from natural or legal persons for the sale or supply of goods and services You provide or receive in compliance with any applicable laws and regulations.

For the avoidance of doubt, the fact that E-Money or its monetary value has been sent or received through Us does not confirm the legality of sale or supply of goods and services that You may provide or receive. We do not control and are not responsible for the quality, performance, safety and delivery of goods and services that are paid for using Genome Wallet or Genome Services.

You must refrain from the Transaction if You are not sure in the legality of sale or

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supply of goods and services. We shall not be liable for any losses and damages incurred by You or any other person in the result of Your failure to comply or to check whether the merchant complies with the applicable laws and regulations when sale, supply or provide goods and services.

3. In the event that the applicable laws and regulations do not allow to exclude Our liability under this Agreement, and unless it is prohibited under the law, Our liability under this Agreement shall be in all cases limited to the direct foreseeable damages You incurred in the result of Our breach of these T&Cs and shall not exceed the total amount of fees and charges You paid to Us while use Your Genome Wallet and Genome Services during the three (3) months of cooperation preceding the day the damages arise.

4. Without prejudice to other provisions of these T&Cs and to the fullest extent permitted under the applicable laws and regulations, You agree to defend, indemnify and hold Us and Our affiliates, subsidiaries, successors, permitted assigns, shareholders, officers, directors, employees, agents and contractors harmless from and against any and all liabilities, losses, damages, claims, demands, actions, suits, investigations, proceedings, costs, expenses, fees (including attorney's fees), fines, penalties, forfeits applied to or imposed on Us or any of the above listed persons in connection with any breach, violation or alleged violation by You or by any person authorised by You, including Your Representative(s) and Members, of these T&Cs and / or applicable laws or regulations.

5. You give a continues consent to Us to retain and deduct from the Balance of Your Genome Wallet the amounts of funds You owe to Us. We will notify You about the reasons for retaining and / or deduction without undue delay.

If any amounts of funds You owe to Us under this Agreement have not been deducted from the Balance of Your Genome Wallet, including without limitation the case when the Balance of Your Genome Wallet is insufficient to make such deductions, We shall have the right to issue an invoice to You for the amount owed to Us which shall be paid by You within three (3) business days in accordance with the invoice instructions. Your failure to pay Our invoice entitle Us to apply late-payment fee, as detailed in Clause 5.5 above.

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19. Suspension of Genome Wallet

1. We reserve the right to temporarily suspend Your Genome Wallet:
(a) If We have grounds to suspect or have been notified by You that Your Log-in Details or other Genome Security Credentials have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, and / or Your Genome Wallet is used by unauthorised persons, for fraudulent purposes, or because for other objectively justified reasons relating to the security of Your Genome Wallet;
(b) Before You complete, to Our satisfaction, due diligence procedures (including ongoing or periodic monitoring of transactions, business relationship, client's activity, investigations etc.) requested by Us under these T&Cs;
(c) In the event of operational maintenance, update, upgrade or errors of Our System, as well as in case of illegal intervention, viruses or other malware suffered by Our System;
(d) In case of abnormal and unforeseeable circumstances beyond Our control, as detailed in Clause 18.1 (m) above;
(e) If You breach or We have grounds to suspect that You may be in breach of the prohibitions set out in Clause 12 above and / or are involved into activities included into the List of Prohibited Activities;
(f) Where You have business Genome Wallet with Us, (i) in the event of change of Your Representative and / or cancelation or expiry of the documents confirming the powers of such Representative to act on Your behalf for the purposes of this Agreement until We verify the identity of the newly appointed or empowered Representative and / or receive the updated documents confirming his / her powers, (ii) if You do not reply to Our request to provide the documents confirming the powers of the Members to act on Your behalf or We are not satisfied with the provided documents and information and / or if the respective documents have been canceled or expired, - until We receive the updated documents confirming powers of the Members or limit such Members access to Your Genome Wallet and remove them from the list of Members;

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(g) If You breach or We have grounds to suspect that You may be in breach of the provisions of these T&Cs, or any other conditions applicable to Our services and products;
(h) If We are required to do so by law, including under the requirement of the competent authorities.
2. You accept that if We suspend Your Genome Wallet, We will restrict operations on Your Genome Wallet, restrict You in using of the functions of Your Genome User Portal, as well as in using of Genome Services. You may not be able to make or receive Transactions, top-up Your Genome Wallet, withdraw funds from Our System or otherwise use Your Genome Wallet or Genome Services, as well as to enter in Our System at all. We may refuse in execution of Transactions or other instructions provided by You while Your Genome Wallet is suspended.
3. We will inform You of the suspension of Your Genome Wallet and reasons for it by e-mail at Your verified e-mail address with Us, where possible, before Your Genome Wallet is suspended and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by law.
4. We reserve the right to suspend Your Genome Wallet for a period up to thirty (30) days and will lift suspension once the reasons for it have ceased to exist. You accept that We may extend this period in the event that reasons for suspension continue to exist.

You understand that when We suspend Your Genome Wallet We act in Your, Our or third parties’ interests.

20. Termination. Closure of Genome Wallet

1. We reserve the right to terminate this Agreement with immediate effect, terminate provision of Genome Services to You, and close Your Genome Wallet where any of the following circumstances occur:

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(a) You failed to comply with Our requests to complete due diligence procedures carried out by Us and / or due diligence procedures carried out by Us under these T&Cs are not completed to Our satisfaction, including without limitation the case where We are not able to identify beneficiaries of You as a legal person, and / or You provided Us with untrue or incorrect information in the course of such procedures;
(b) We are not able to check accuracy of the information You provided to Us in the course of the due diligence procedures carried out by Us;
(c) You breach or We have grounds to suspect that You may be in breach of any of the representations and warranties set out in Clause 3.1 above or provided Us with untrue, inaccurate or uncomplete information with respect to such representations and warranties;
(d) You breach or We have grounds to suspect that You may be in breach of the prohibitions set out in Clause 12 above and / or are involved into activities included into the List of Prohibited Activities;
(e) You breach or We have grounds to suspect that You may be in breach of any laws or regulations applicable to Your use of Genome Wallet, Genome Services or products;
(f) If Your activity is likely to harm operation of Our System, Our or third parties' justified interests, goodwill or business reputation;
(g) For the objectively justified reasons relating to the security of Your Genome Wallet;
(h) You are subject to bankruptcy, insolvency, restructuring, reorganization, liquidation or other similar proceedings or procedures;
(i) In case of change of control over You as a legal person;
(j) If You are a natural person and You die;
(k) We are required to do so by the applicable laws or regulations;
(l) We received a lawful requirement to do so from the respective regulator or any other competent authority;
(m) We cease to be authorised to supply You with Genome Wallet or provide any of Genome Services or products;
(n) We are not able to provide Genome Services because third party provider involved into provision of Genome Services ceased and / or is not able to provide required services or products to Us or We are not able to provide required services or products due to other reasons;

(o) there are no Transactions on Your Genome Wallet for a period of one (1) year, except for periodic service charges for the maintenance and administration of Your Genome Wallet.

We draw Your attention that after six (6) months of inactivity We apply dormant account fee, as detailed in Genome Fees and Charges, to be charged by Us on a monthly basis until Balance of Your Genome Wallet reaches 0 (zero).
(p) Your risk level according to our assessment, policies or procedures becomes too high and unacceptable for us;
(q) If You, as a natural person, fail to complete the required Selfie Verification or any other identity re-verification procedure mandated under this Agreement and/or applicable AML/CFT regulations.
(r) In other cases where You breach or We have grounds to suspect that You may be in breach of any provisions of these T&Cs or any other conditions applicable to Our services and products.

We will notify You once We decide or will be required to close Your Genome Wallet. Unless otherwise required by the applicable laws and regulations or may compromise security measures, We will provide You with the reasons for closure of Your Genome Wallet.
2. We may terminate this Agreement unilaterally or stop providing any or all of Genome Services or products at any time without indicating the reason by giving You at least two (2) months' prior notice to be sent to Your verified e-mail address with Us.
3. You may terminate this Agreement:
(a) At any time, – where You are a holder of personal Genome Wallet with Us and are not acting as the Representative of legal person that has business Genome Wallet with Us (note, that in separate cases, where suspicions of fraud or other financial crimes arise, this right may only be exercised once the applicable verification requirements set out in this Agreement, including the requirement to complete Selfie Verification, have been duly satisfied), or
(b) At any time upon a new Representative of the legal entity completes, to Our satisfaction, due diligence procedures carried out by Us, – where You are a holder of personal Genome Wallet with Us and are acting as the Representative of legal person that has business Genome Wallet with Us, or

(c) By thirty (30) days prior written notice, - where You are a holder of business Genome Wallet with Us and / or have merchant account inside Our System, - to be sent to Us by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time; termination notice of this Agreement will be considered by Us as termination notice of the agreement covering the relationship between the parties with respect to merchant account inside Our System. For the avoidance of doubt, if You have merchant account with Us, it can be terminated separately from Your business Genome Wallet in accordance with the procedures specified in the Merchant Terms of Service.

Termination of the Agreement shall be free of charge.

You may also terminate this Agreement free of charge and with effect at any time until the proposed date of entry into force of changes to these T&Cs, as detailed in Clause 21.4 below.

As a Consumer, You may terminate this Agreement within fourteen (14) days of its conclusion by sending Us a notice of termination. You will not pay any charges or fees, except that if You have asked or agreed that We start providing the Service during this period and then terminate, You must pay Us a proportionate amount for the Service already provided. By entering into this Agreement, You expressly request and consent that We may start providing the Service before the end of the fourteen (14) day withdrawal period. After this period, You may terminate this Agreement only where this Agreement or applicable law gives You that right. This right does not apply to Services whose price depends on fluctuations in the financial market that are beyond Our control and may occur within the withdrawal period.

4. Upon termination of the Agreement We will not execute any new instructions provided to Us with respect to Your Genome Wallet. We will only execute pending Transactions authorised by You prior to termination of the Agreement, provided that all due diligence procedures carries out by Us are completed to Our satisfaction.

5. In case of termination of this Agreement any and all fees, charges and costs You owe to Us, as well as fines, penalties, forfeits, losses and damages incurred by Us or imposed on Us because of Your breach of these T&Cs or due to Your fault, shall be paid by You. The respective amounts will be deducted from the Balance of Your Genome Wallet. By accepting these T&Cs You provide Us with a consent (authorise Us) to make such deductions.

If any amounts of funds You owe to Us under this Agreement have not been deducted from the Balance of Your Genome Wallet, including without limitation the case when the Balance of Your Genome Wallet is insufficient to make such deductions, We shall have the right to issue an invoice to You for the amount owed to Us which shall be paid by You within three (3) business days in accordance with the invoice instructions. Your failure to pay Our invoice entitle Us to apply late-payment fee, as detailed in Clause 5.5 above.

Termination of the Agreement does not exempt You from the liability arisen before the termination.
6. If there are no funds in Your Genome Wallet, We may close Your account and terminate this Agreement immediately. Where funds remain in Your Genome Wallet at the time of termination of this Agreement, We will provide You instructions on how You can withdraw the available Balance from Your Genome Wallet. You will be required to provide details of a payment account held in Your name with a payment service provider that is a participant of the SEPA schemes. Please note that for withdrawals following the termination of this Agreement, We only accept SEPA account details. We may require You to confirm that You are the named holder of such an account. In some cases, We will ask to execute Self Verification and will not execute any request to withdraw funds or close Your account until the required Selfie Verification is completed, and We are satisfied that You are the legitimate account holder.

We will redeem E-Money held on Your Genome Wallet, at its nominal monetary value, and transfer the funds (monetary value of E-Money) as per the provided payment details in the event that the withdrawal method chosen by You is supported by Us, You are a named holder of the account, all due diligence procedures requested by Us are completed to Our satisfaction, including those

required to rise limits of Your Genome Wallet (where applicable), and if We are not otherwise instructed by Our internal policies and / or restricted or prohibited from doing so by law.

We draw Your attention that Balance of Your Genome Wallet must be sufficient to cover withdrawal transfer, including all related Genome fees and charges. If You do not have enough E-Money on Your Genome Wallet, We will refuse in execution of withdrawal transfer. We will notify You about the refusal and reasons for it.

For the avoidance of doubt, if the Balance of Your Genome Wallet is less than the amount of the withdrawal transfer and Genome fees and charges or is sufficient only to cover Genome fees and charges relating to the withdrawal transfer and / or currency conversion fee (where applicable), We will refuse in execution of the withdrawal transfer as after deduction of Our fees and charges there will be no funds for the withdrawal itself writing off the remaining Balance.

You undertake to comply with all Our requests to complete the respective due diligence procedures carried out by Us to mitigate the risk of fraud or other illegal activities and to comply with the AML / CFT requirements.

7. You agree that, where following the termination of the Agreement:
a) You fail to provide Us with the valid details of Your bank account or payment account held with another payment service provider to which We can transfer the remaining Balance of Your Genome Wallet (if any); and / or
b) a transfer of such funds has been initiated but returned for any reason; and / or
c) You fail to comply with Our requests to complete due diligence procedures carried out by Us, (including, but not limited to, Selfie Verification)

The funds held on Your Genome Wallet as of the date of termination of this Agreement will remain with Us for as long as the relevant impediment persists and until the applicable condition preventing the transfer or release of such funds is resolved.

Safekeeping of funds in such a case is subject to a Funds Safekeeping fee as detailed in Genome Fees and Charges.

Funds Safekeeping fee shall apply:
(a) from the eighth (8th) calendar day following notification, where the transfer or redemption of funds is not possible due to invalid or missing payment account details provided by You; and/or
(b) where You fail to complete the required Selfie Verification or any other identity re-verification procedure mandated under these T&Cs and/or applicable AML/CFT regulations within sixty (60) calendar days from the date of Our initial request to complete such verification.
If Your remaining balance is 10 EUR or below, we may apply a one-time fee up to the amount of Your remaining balance.
The Funds Safekeeping Fee shall continue to accrue on a recurring basis until the earlier of:
(i) successful completion of the required verification to Our satisfaction; or
(ii) the Balance of Your Genome Wallet is reduced to zero (0) through application of such fees.

We draw Your attention that after six (6) months of inactivity We also apply dormant account fee, as detailed in Genome Fees and Charges, to be charged by Us on a monthly basis until Balance of Your Genome Wallet reaches 0 (zero).
8. Termination of this Agreement will lead to closure of Your Genome Wallet with Us, which will be closed only after the remaining Balance of Your Genome Wallet is fully withdrawn or reached 0 (zero) and all Your outstanding fees and charges owed to Us are paid.
9. Liability, indemnification, confidentiality and other provisions of these T&Cs of survival nature shall survive termination of this Agreement.
10. We, as a regulated electronic money institution, are obliged under the applicable laws and regulations, including AML / CFT requirements, to record and store during the term of this Agreement, as well as after its termination Your payment information and Transactions history of Your Genome Wallet. For more details regarding the data storage including the storage period, please refer to Our Privacy Notice.

11. Any request to reopen a previously closed Genome Wallet shall be treated as a new application and is subject to the same registration and due diligence procedures as set out in this Agreement. The reopening is subject to Our final approval and shall only be deemed effective once the Genome Wallet and the associated IBAN Account are successfully activated. The Genome Fees and Charges in effect on the date of such activation shall apply to the reopened Wallet and IBAN Account.

21. T&Cs changes

1. Without prejudice to other provisions of these T&Cs, We reserve the right to unilaterally change these T&Cs at any time for any of the following reasons (without limitation):
(a) Changes are favorable for You;
(b) Changes are expected to make provisions of these T&Cs clearer and easier to Your understanding;
(c) Changes are required to reflect changes or expected changes in Our internal policies or applicable laws and regulations, or to reflect a relevant demand, decision or recommendation of any court, regulator or other competent authority;
(d) Changes need to cover security improvements of Our System, improvements in Genome Services or products, introduction of a new and / or replacement or withdrawal of the existing service or product;
(e) Changes are required to reflect increase of Our fees or charges, as well as introduction of additional associated costs, and / or to reflect changes or expected changes in costs We incur when provide services or products to You.
2. A revised edition of these T&Cs will be placed on the Site. Notice about changes to these T&Cs will be also given to You by e-mail at Your verified e-mail address with Us and posted on Your Genome User Portal.
3. Changes to these T&Cs are subject to at least 60 calendar days advance notification before their proposed date of application. If You do not notify Us that changes to these T&Cs are not accepted by You before the proposed date of their

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entry in force, You will be deemed to have accepted such changes and be bound by the updated or amended T&Cs.
4. In the event that You disagree with the proposed changes to these T&Cs, You have the right to terminate this Agreement free of charge and with effect at any time until the date of their proposed date of entry into force. Your notice rejecting changes to these T&Cs will be deemed as a notice of termination of this Agreement. Termination of this Agreement will lead to closure of Your Genome Wallet with Us, as detailed in Clause 20 above.
5. You are not entitled to unilaterally change, amend or alter provisions of these T&Cs.
6. You understand that We are improving Genome services and products constantly, which means that We may launch new service, product, functionality or feature of Genome Wallet at any time. It is Your choice to use or not to use such services, products, functionalities or features before the proposed date of entry in force of the relevant changes to these T&Cs. You accept that by using such new service, product, functionality or feature of Genome Wallet You agree with the relevant changes to these T&Cs covering their application.

22. Assignment

1. Genome Wallet and this Agreement are personal to You. No person other than You as the registered holder of Genome Wallet shall have any rights in relation to these T&Cs and the funds held on Your Genome Wallet, except in cases of succession. You may not novate, assign, transfer, sub-contract or otherwise grant any rights, obligations, claims or legal interest under this Agreement and in respect of or over Your Genome Wallet to any third party. Any attempt to do so may constitute a criminal offence, including but not limited to fraud and account takeover, and may result in immediate account suspension, closure, reporting to the relevant authorities, and other measures set out in the Agreement.
2. In the event that You authorise a third party to act on Your behalf (subject to Our prior written consent) any instructions provided to Us by such an authorised

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person will be treated by Us for the purposes of this Agreement as the instructions that have been duly authorised and provided by You.
3. We reserve the right to assign Our rights and obligations under this Agreement to any third parties at any time without Your consent, provided that such an assignment will be in compliance with the applicable laws and regulations.

23. Language

1. The formal language of these T&Cs, information and documents to be provided by You under these T&Cs, as well as communication between You and Us, is English. The provisions of these T&Cs in English shall prevail over any other language that may be used in Our communication with You (where so required). Using in Our communication with You of any other language is exclusively for informal purposes and in no way shall alter, change or modify these T&Cs.

24. Communications

1. Notifications, statements, reports and any other communications related to the use of Genome Wallet and Genome Services shall be transmitted to You by

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posting on Your Genome User Portal and / or at Your verified e-mail address or phone number with Us.
2. If You have doubts whether the communication has been sent by Us, You should contact Us immediately by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time.
3. Notifications, statements, reports and any other communications shall be deemed transmitted to You when posted or sent by Us and shall be deemed received by You personally.

You are required to check the Site, Your verified e-mail address and / or phone number with Us, as well as to enter into Our System regularly in order to timely be acquainted with any notifications and other communications provided to You. You accept that Your failure to comply with this requirement may result in loss of notifications that may impact Your rights and obligations under these T&Cs. We shall not be liable for any losses or damages arising out of Your failure to comply with the above requirement.
4. You understand that Genome Wallet is accessed through the Internet and, therefore, accept that there may be a time lag or delay in delivery of communications to You. We shall not be liable for any such delays.
5. All communications sent via telecommunication or electronic means (via the Internet) shall be deemed to be made in writing.

25. Severability

1. All provisions of these T&Cs are distinct and severable.
2. If any court or other authority of competent jurisdiction finds any provision or part of any provision of these T&Cs to be invalid, unenforceable or illegal, this shall not impair the operation of these T&Cs or affect the other provisions, which are valid.

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3. If any provision or part of any provision of these T&Cs is inconsistent with the applicable laws and regulations, the requirements of the applicable laws and regulations override these T&Cs in the part of their inconsistency.

26. No waiver

1. Failure or delay by Us to exercise any right, power or remedy under these T&Cs or to require or enforce strict performance by You of any provision of these T&Cs and any supplemental or incorporated documents or policies shall not be regarded as a waiver or relinquishment of any such right, power or remedy.

27. Heading

1. All headings of these T&Cs are used for convenience of reference only and are not deemed to affect the meaning of any of the provisions of these T&Cs.

28. Governing law

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1. The construction, validity and performance of these T&Cs, as well as any rights, obligations, claims or disputes arising out of them shall be governed in all respects by the laws of the Republic of Lithuania without recourse to the conflict of laws rules regardless of the venue or jurisdiction in which a dispute arises.

29. Complaints and disputes

1. If You have a complaint about Your use of the Genome Wallet or the Genome Services, You may submit it to Us by:

a) email to the address in Clause 30; and / or

b) by sending a request in the chat tool of Your account.

2. You shall submit any complaint You have to Us no later than within three (3) months after You become aware that Your rights have been violated.

3. Your complaint must indicate:

a) Your name, surname, and / or the name of Your legal entity;

b) The date the complaint is submitted;

c) The substance of the complaint, i.e., which of your rights or legitimate interests have been violated, how your rights or legitimate interests have been violated, and the circumstances supporting the alleged breaches;

d) Your claims to Us;

e) If necessary (or if available), any other documents related to the complaint;

f) Your contact details for Our response to the complaint.

4. We will take reasonable steps to review Your complaint and try to resolve it. We will reply as soon as possible and, in any event, within fifteen (15) Business Days of receiving it, unless applicable law requires a different timeframe.

5. In exceptional situations, for reasons beyond Our control, where We may not be able to reply within the timeframe in Clause 29.3, We will send You an interim reply explaining the delay and confirming when You will receive Our final reply. The final reply will be sent no later than thirty-five (35) Business Days from the date We received Your complaint.

6. We do not charge for complaints.

7. We cannot guarantee that We will resolve Your complaint to Your satisfaction. However, We ask You to contact Us first so We can try to resolve the matter amicably.

8. If You are not satisfied with Our reply, or You do not receive a reply within the time limits above, You may use any other legal remedies available to You.

9. If You are a Consumer, You may refer Your complaint to the Bank of Lithuania within one (1) year from the date you became aware of a breach of Your rights following the procedures set out by the applicable law. You can submit a complaint to the Bank of Lithuania by:

a) completing a Consumer application form available on the website of the Bank of Lithuania and by sending it to the Supervision Service of the Bank of Lithuania, Žirmūnų g. 151, LT-09128, Vilnius, Lithuania, or by email pt@lb.lt

b) submitting a free-form application and sending it to the Supervision Service of the Bank of Lithuania Žirmūnų g. 151, LT-09128, Vilnius, Lithuania or by e-mail – pt@lb.lt

More information about the procedure of submitting the complaint to the Bank of Lithuania may be found at https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider

10. If we cannot resolve a dispute amicably, it may be resolved by courts.

11. If a dispute arises between You and Us, We may retain any funds in dispute until the dispute is resolved. During this time, You may not be able to use the funds in Your Genome Wallet, including for withdrawals or outgoing transfers.

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12. We may also freeze funds held in Your Genome Wallet if We are required to do so by law or by a lawful request or order, including a freezing order, injunction, or other order made by a court or another competent authority. We will notify You of any retention or freezing of funds without undue delay, unless We are legally prevented from doing so.

13. The courts in the Republic of Lithuania shall have exclusive jurisdiction over any legal matter arising from or related to these T&Cs, except where EU law requires the dispute to be heard in the courts of another jurisdiction. Nothing in this clause prevents Us from bringing proceedings in any other jurisdiction to obtain an injunction or similar relief.

30. Contacts

1. To contact Us, please use the following contact details: E-mail: support@genome.eu

Site: /contact-us

Address: Žalgirio g. 92-510, LT-09303, Vilnius, Republic of Lithuania

We will notify You about changes in Our contact details or contact tools available to You.

Please consider that all communications with Us are subject to Our working hours. Genome working hours can be found on the Site.

These T&Cs last modified on 23.07.2026

31. Previous versions

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Download version 0.10 (19.02.2026) →

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