

# PROCEDURE FOR THE REFUND TO CLIENTS OF UNCREDITED FUNDS, OVERPAYMENTS AND UNSUCCESSFUL PAYMENTS FROM ATMS AND SELF-SERVICE TERMINALS

## CHAPTER I

### GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. This Procedure of Paysera LT, UAB, for the Refund to Clients of Uncredited Funds, Overpayments, and Failed Payments from ATMs and Self-Service Terminals (hereinafter – the Procedure) regulates the procedure for the examination of Applications from clients (hereinafter – Clients) of Paysera LT, UAB (hereinafter – the Company) and the refund of money when:
  1. money deposited at an ATM is not credited due to technical failures, malfunctions, or other reasons;
  2. overpayments or failed payments are recorded at a self-service terminal;
  3. money deposited at an ATM or a self-service terminal is suspected of being counterfeit or is later determined to be counterfeit after an expert examination.
2. The Procedure has been prepared in accordance with the Law on Payments of the Republic of Lithuania, the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania, the resolutions of the Board of the Bank of Lithuania regulating cash operations, the ECB Guidelines on checking the authenticity of euro banknotes and coins, the Law on Consumer Rights Protection of the Republic of Lithuania, the Company's Rules on the Administration of Cash and Precious Metals and Description of the Euro Cash Handling Procedure.
3. The Procedure shall apply to all employees of the Company who handle Client enquiries regarding the refund of money, and to Clients who use the Company's ATM and self-service terminal services.
4. The terms used in this Procedure correspond to the terms defined in the Law on Payments of the Republic of Lithuania and in other legal acts.

## CHAPTER II

### PROCEDURE FOR SUBMITTING A CLIENT'S APPLICATION

5. The Client may submit an Application for a refund of money or to report uncredited, stuck funds, overpayments, or unsuccessful payments (hereinafter referred to as the Application), when one of the situations specified in clause 1 occurs.
6. The Application must be submitted as soon as possible after the event, but no later than 24 hours from the incident, to ensure an effective investigation and the collection of evidence.

7. Notwithstanding the recommendation, the Client has the right to submit the Application no later than 13 (thirteen) months from the date of the event. This maximum time limit is established in consideration of the provisions of Article 36(1) of the Law on Payments of the Republic of Lithuania. However, it should be noted that a longer delay in submitting the Application may significantly reduce the Company's ability to reliably reconstruct the circumstances of the event and collect the necessary evidence (e.g., video recordings, transaction logs), and, as a result, the Application may not be accepted for consideration or may be rejected.
8. The Application may be submitted in the following ways:
  1. by completing a written form: the Application form provided in Appendix No. 1, which the Client must complete and sign;
  2. by sending an email which clearly sets out the Application and provides the information required in clause 9, to [pagalba@paysera.lt](mailto:pagalba@paysera.lt);
  3. by contacting the Company's client service centre by telephone on +37052071558 (working hours: Mon–Fri 7:00–22:00, Sat–Sun 8:00–20:00 (UTC+3); service is provided in Lithuanian, Russian, and English), where an operator will register the Application and record the information required in clause 9.
9. Regardless of the method of submitting the Application, it must clearly state the following information, which is necessary for a proper investigation to be conducted:
  1. the first name and surname (or company name) of the Client in whose name the Application is being submitted;
  2. the contact telephone number of the Client in whose name the Application is being submitted;
  3. the email address of the Client in whose name the Application is being submitted;
  4. the date, time, and location of the event (ATM / terminal address);
  5. the amount of money deposited (or overpaid / stuck);
  6. the bank account (IBAN) to which the money should be refunded, and the first name and surname of the bank account holder.
10. If the Application is completed by another person (not the Client to whom the incident occurred), in addition to the information specified in clause 9, the following details must also be provided:
  1. the first name, surname, and contact details (telephone number, email address) of the person completing the form;
  2. the relationship between the person completing the form and the Client (e.g., relative, guardian, authorised representative);
  3. a mandatory document confirming the right to submit the Application (e.g., a notarised power of attorney, a court order on guardianship, a copy of a contract) and/or confirmation from the Client that they consent to the Application being submitted and their data being transferred by a third party. Without such confirmation, the Application will not be considered.
11. It is recommended to attach all available evidence to the Application, such as:
  1. a copy of the payment receipt (if issued);
  2. screenshots (if applicable);
  3. other documents confirming the event.
12. All received Applications and the documents attached thereto are registered and stored in the Company's information system in accordance with applicable legal acts and the Company's internal procedures.

## CHAPTER III

### MONEY REFUND OR HANDLING PROCEDURE

13. Money not credited at an ATM due to a technical error or jam:
  1. Upon receipt of a Client's Application, a responsible employee of the Company (e.g., a customer

service specialist) shall register it and forward it for investigation (e.g., to the Technical Maintenance or Operations Department);

2. An investigation shall be conducted: ATM transaction logs and camera recordings (if available) shall be checked, the ATM cassette shall be collected, and a comparison of cash balances (cash reconciliation) shall be performed. If necessary, data from third parties (e.g., a technical maintenance partner) shall be used;

14. Time limits for the examination of the Application:

1. The Application shall be examined and a decision thereon shall be made within 60 (sixty) calendar days from the date of receipt of the Application and all evidence necessary for the investigation;
2. The Client shall be informed of the decision made no later than 3 (three) working days after the decision has been made;
3. Notification shall be provided via the same channel through which the Client applied, or by another method specified by the Client;
4. In exceptional cases, if the investigation requires more time for objective reasons, the Client shall be informed of the extended time limit, which, however, may not exceed the limits of the time periods established in legal acts.

15. Refund of money due to a technical error or jam (upon confirmation of the incident):

1. If it is established that the money was indeed deposited but not credited to the Client for technical reasons, the Company shall make a decision to refund the money;
2. The money shall be refunded to the Client within 3 (three) working days from the date of the decision to refund the money. The money shall be transferred to the bank account specified by the Client.

16. Overpayments or unsuccessful payments at self-service terminals:

1. Upon receipt of a Client's Application, a responsible employee of the Company shall register it and perform a check of the payment transaction in the Company's system;
2. Upon establishing the fact of an overpayment or an unsuccessful payment, the Company shall make a decision to refund the money or to execute the payment;
3. If a payment was unsuccessful due to a Client's error (e.g., incorrect data provided), and the money has already been transferred to the service recipient, the Client shall be directed to contact the service recipient;
4. If the Company is able to cancel the payment, it shall do so and refund the money to the Client;
5. The money shall be refunded to the Client within 3 (three) working days from the confirmation of the Application, by transferring the money to the Client's Paysera account.

17. Suspected counterfeit or counterfeit banknotes / coins deposited at an ATM or self-service terminal:

1. When an ATM determines that deposited banknotes are suspected counterfeit or counterfeit, such banknotes shall not be credited to the Client's account and shall not be returned to the Client;
2. When a self-service terminal scans a banknote and it does not meet the established authenticity criteria, the self-service terminal shall not credit such a banknote and shall return the banknote to the Client;
3. The Company, in accordance with the Description of the Euro Cash Handling Procedure and the requirements of the Bank of Lithuania, shall immediately retain such banknotes and hand them over to the Police of the Republic of Lithuania or another law enforcement authority for further investigation and expert examination;
4. If, during collection, the cash collection service provider determines that a banknote is possibly counterfeit, the cash collection service provider shall also hand over such banknotes for expert examination by the Bank of Lithuania;
5. Paysera LT, UAB does not directly perform authenticity checks of coins. Retained suspected counterfeit coins are handled by the cash collection service provider in accordance with its internal procedures. The cash collection service provider shall hand these coins over to the Bank of Lithuania or law enforcement authorities for further verification and investigation, during

- which the authenticity of the coins is determined;
6. When suspected counterfeit banknotes or coins are retained at an ATM or self-service terminal, they shall not be credited to the Client's account and shall not be returned to the Client;
  7. The Client may contact the Company for information regarding the fact of the retention and the ongoing investigation. The Company may provide information that an expert examination by the Bank of Lithuania or an investigation by law enforcement authorities is in progress. More detailed information on the progress of the investigation shall be provided directly by the competent law enforcement authorities;
  8. A refund to the Client for retained suspected counterfeit coins shall be executed only upon receipt of official confirmation from the Bank of Lithuania or law enforcement authorities regarding the authenticity of the coins. The Client may contact the Company for additional information regarding the fact of the coin retention and the ongoing investigation. During the investigation period, the money shall not be refunded to the Client.

## CHAPTER IV

### IDENTIFICATION REQUIREMENTS

18. In order to comply with the requirements of the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania and other legal acts, the Company reserves the right to request the Client to verify their identity, particularly when:
  1. the refundable amount exceeds 600 (six hundred) EUR;
  2. there is suspicion of money laundering, terrorist financing or other illegal activities;
  3. a request is made to transfer the refunded amount to another payment institution or a third-party account.
19. Clients submitting an Application for the refund of money deposited in but not credited by an ATM must always be identified.
20. In the case of self-service terminals:
  1. If the refundable amount is greater than 600 (six hundred) EUR, the Client must provide the overpayment receipt, if such was issued. If the receipt is not provided or if there are reasonable suspicions regarding the authenticity of the provided receipt or the accuracy of the data provided, the Client must provide a copy of a personal identity document for identification purposes. Furthermore, the Company may request the Client to provide additional evidence substantiating the origin of the funds or the lawfulness of the transaction, if required by legal acts.
  2. Regardless of the amount requested for refund (including amounts less than 600 (six hundred) EUR), the Company reserves the right to request verification of the Client's identity if any reasonable suspicion arises regarding the lawfulness of the transaction, the origin of the funds, the Client's identity or the risk of a breach of other legal acts.
21. Client identification shall be performed in accordance with the Company's approved Client identity establishment and identification Procedures.
22. If the Client refuses to verify their identity when identification is mandatory under legal acts, the Company may not execute the refund transaction.

## CHAPTER V

### LIABILITY FOR FAILURE TO EXECUTE A REFUND

23. The Company has the right not to execute the Client's Application, if:

1. The Client's Application does not contain the information necessary to conduct an investigation;
2. based on the information provided by the Client and the investigation performed, it is not possible to properly identify the sum of money to be refunded to the Client or the facts of the incident;
3. it is established that the monies were credited to the Client's account;
4. the Client refuses to verify their identity when this is mandatory under legal acts or is, in the Company's assessment, necessary to ensure the legality of the transaction.

## CHAPTER VI

### HANDLING OF COMPLAINTS, DISPUTE RESOLUTION AND PERSONAL DATA PROTECTION

24. Handling of Client complaints and dispute resolution:
  1. A Client who does not agree with the Company's decision regarding the Application is entitled to submit a complaint to the Company in accordance with the Complaints Handling Procedure established by the Company;
  2. If the Client is not satisfied with the Company's decision, they have the right to apply to the Bank of Lithuania as the dispute resolution authority for financial services, in accordance with the procedure established by the legal acts of the Republic of Lithuania.
25. The Company processes the personal data provided by the Client in strict compliance with the Law on Legal Protection of Personal Data of the Republic of Lithuania, the General Data Protection Regulation (GDPR) and the Company's Personal Data Storage and Access Control Policy. Responsibility for the proper processing of the Client's personal data lies with all employees of the Company to whom this Procedure applies.

## CHAPTER VII

### FINAL PROVISIONS

26. This Procedure is mandatory for all employees of the Company whose functions are related to the examination of Client Applications and refund processes. Employees shall be familiarised with the Procedure and its amendments on the Company's internal network (intranet).
27. The Procedure is published on the Company's website.
28. The Procedure shall be reviewed and, where necessary, updated at least once a year, as well as in the event of changes to legal acts, the Company's processes, or if deficiencies are identified. The Head of the Client Service Department shall be responsible for the timely review, update, and control of the implementation of the Procedure.
29. If any provision of this Procedure is in conflict with the applicable legal acts of the Republic of Lithuania, the provisions of the applicable legal acts shall apply directly.
30. This Procedure shall enter into force from the date of its approval by order of the General Director of the Company.