

## 1. Terms Used in the Terms of Service and Their Interpretations:

- 1.1. **Authenticator** – codes, passwords and other identifiers or actions, creation or use of which is possible when using the Authorisation Device and which the Bank uses for authentication of the User and/or for examination of confirmation of the Transactions initiated in the Online Banking.
- 1.2. **Authorisation Device** – the device or software granted by the Bank or purchased by the User and accepted by the Bank that is used for creation or use of the Authenticator, e.g., Mobile Device.
- 1.3. **Authorisation Device Limit** – the limit of one Payment, day limit determined by the Bank for the Authorisation Device, i.e. the maximum amount within the limit of which Payments are executed via the Online Banking within 24 hours, and monthly limit, i.e. the maximum amount within the limit of which Payments are executed via the Online Banking within one calendar month, assuming that there are 30 days in a month.
- 1.4. **Pricelist** – an effective pricelist for products and services of the Bank.
- 1.5. **Transaction** – any actions that may be performed via the Online Banking using options and methods offered by the Bank in the Online Banking environment including making Payments and conclusion of agreements.
- 1.6. **Terms of Transactions** – instructions of the Bank, terms and settings in the Online Banking, including on the Mobile Website related to receipt of services of the Bank.
- 1.7. **Electronic Document** – a set of data created via the Online Banking containing the User's Order addressed to the Bank, the Transaction processed via the Online Banking or other actions of the User performed in the Online Banking as well as materials submitted via the Online Banking, e.g., copies of paper documents.
- 1.8. **Limitations** – limitations of types of Transactions, Accounts and other limitations determined by the Client that are binding to the User and that are specified in the Application.
- 1.9. **Application** – an application in the form approved by the Bank that is completed by the Client to receive the Service.
- 1.10. **Information Channel** – e-mail and/or sms message sent to the e-mail address or mobile phone number of the Client or User, about which the Client or the User notified the Bank as well as the Mobile Website in accordance with the identifier of the Mobile Device that is used on the Mobile Website.
- 1.11. **Online Banking** – the system of remote access and management of the Bank's services used in the Internet, incl. the Mobile Website. The Online Banking may be accessed by opening the Bank's website [www.citadele.lv](http://www.citadele.lv) or address in the Internet <https://online.citadele.lv> or by downloading Citadele mobile application from App Store or Google Play.
- 1.12. **Client** – a legal person who submits the Application to the Bank and with whom the Bank enters into the Service Agreement.
- 1.13. **Code Calculator** – the Authorisation Device issued by the Bank.
- 1.14. **Code Card** – the Authorisation Device issued by the Bank.
- 1.15. **Account** – any account of the Client with the Bank, incl. a current account, savings account etc., which is opened in the Client's name with the Bank.
- 1.16. **User's Limit** – the limit of one Payment, day limit determined by the Client for the individual User, i.e. the maximum amount within the limit of which Payments are executed via the Online Banking within 24 hours, and monthly limit, i.e. the maximum amount within the limit of which Payments are executed via the Online Banking within one calendar month, assuming that there are 30 days in a month. Payment, day and monthly limits may be defined all together or separately in any combination.
- 1.17. **User** – a natural person whom the Client has specified in the Application and authorised to use the Online Banking.
- 1.18. **Payment** – an order of the form approved by the Bank of the Client/User that is made to perform a non-cash money transfer.
- 1.19. **Mobile Device** – a mobile phone, smartphone, tablet computer or another device which the Client or User has registered in the Bank using the Mobile Website.
- 1.20. **Mobile Website** – a service available in the Bank's mobile application using the Mobile Device for performing the Transactions of certain types and volume as well as for receipt of certain services of the Bank, applying the requirements that are an alternative to safe authentication.
- 1.21. **MobileScan** – the Authorisation Device issued by the Bank.
- 1.22. **Service Agreement** – an agreement of the Bank and Client on use and service of the Online Banking, the integral parts of which are the Application and Terms of Service.
- 1.23. **Terms of Service** – these Terms of Use and Servicing of the Online Banking.
- 1.24. **Service** – connection and service of Online Banking as well as other services of the Bank related to Online Banking.
- 1.25. **Login Name** – the Authenticator specified in the Application, which is a series of symbols that has been chosen by the User that is specified in the

Application and that is used by the User for authentication for getting access to the Online Banking.

- 1.26. **Login Password** – the Authenticator linked to the Login Name that shall be changed on a regular basis, which is a series of symbols that has been chosen by the User and known only to the User that is used by the User for authentication for getting access to the Online Banking in cases specified by the Bank.
- 1.27. **Full Mode** – the usage mode of the Online Banking, within the framework of which the User without limitations may submit (send) the Orders to the Bank for execution of the Transactions and/or other documents (applications, requests and the like) as well as to use the rights determined for the View Mode.
- 1.28. **Parties** – the Client and Bank, jointly.
- 1.29. **Order** – an assignment to perform the Transaction given on behalf of the Client to the Bank.
- 1.30. **View Mode** – the usage mode of the Online Banking, within the framework of which the User has the right to obtain (view) information on the state of the Account, turnover, balances, etc., to print out an account statement, but cannot submit (send) the Orders to the Bank for execution of the Transactions and/or other documents (applications, requests and the like).
- 1.31. **Telephone Password Question and Telephone Password** – the password question chosen by the User and specified in the Application that the Bank asks the User, and the password to be stated by the User replying to the mentioned password question for identification of the User by telephone.
- 1.32. **GTB** – General Terms of Business.
- 1.33. Other binding terms and interpretations thereof are specified in agreements on opening and service of Accounts concluded between the Bank and Client and the GTB.
- ## 2. General Provisions
- 2.1. By signing the Application the Client certifies that:
- 2.1.1. the Client shall use the Online Banking in accordance with the Terms of Service and operation manuals of the Authorisation Devices;
- 2.1.2. is aware of the risks related to the Service;
- 2.1.3. has been informed and is aware of the fact that the Bank has the right to request the User using Online Banking and the User is obliged, if it complies with the corresponding usage mode of Online Banking determined for the User, to provide to the Bank on behalf of the Client information and/or certifications that is necessary for the Bank to meet requirements of the legal acts binding upon the Bank and ensure compliance of the activity of the Bank, and provision of such information and/or certifications in the Online Banking is mandatory for execution of the Transaction in cases stipulated by the Bank as well as for execution of the Client's payments and conclusion of agreements in the Online Banking;
- 2.1.4. the Client shall ensure that the User, according to the usage mode of the Online Banking determined for the User, is duly authorised to execute the Transaction and provide the information and/or certifications requested by the Bank on behalf of the Client;
- 2.1.5. shall ensure that the User has read the Application, Terms of Service, other terms and instructions related to the Service, operation manuals of the Authorisation Devices, and the Client himself/herself shall observe all requirements stipulated in the mentioned documents;
- 2.1.6. is informed that the Authenticator is confidential information, and the User shall ensure that the Authenticator, Authorisation Device and Information Channel are not available to other persons; the Authorisation Device as well as the Mobile Device is protected, stored and used with due care and observing safe-keeping requirements, including the access code, if the Authorisation Device has such option, as well as the Client and User undertake to inform the Bank immediately in writing or by telephone on change or cessation of the use of the Authorisation Device, mobile phone number, e-mail address or the Mobile Device;
- 2.1.7. the Client or the User shall immediately notify the Bank about loss, theft or other illegal use of the Authenticator or the Authorisation Device or suspicions that the Authenticator or the Authorisation Device is at a third party's disposal, after which the Bank blocks the use of the endangered Authenticator and/or the Authorisation Device for getting access to the Online Banking as soon as possible until the moment, when a new Authorisation Device is issued to the User on the grounds of the Client's or User's application, the limit of Transactions of which does not exceed the Authorisation Device Limit of the replaced device, or the blocked access to the Online Banking is unblocked on the grounds of the User's application;
- 2.1.8. the User has been informed and to prevent unauthorised persons' access to the Online Banking, the User undertakes to install valid antivirus software on the device that is used for access to the Online Banking, and to set the access code on the Mobile Device, and to check safety of the device prior to commencing a session of use of the Online Banking;

2.1.9. The User shall ensure inaccessibility of settings and personalised information of the Mobile Website to third parties, as well as the User shall delete such settings, information and the Mobile Website itself, if the Mobile Device is given to third parties as well as in case, if the risks related to the use of the Mobile Website are excessive in the Client's or the User's opinion;

2.1.10. The User shall ensure that upon commencement of a session of the Online Banking and/or in case, if the User, having connected to the Online banking, notices suspicious actions, including extended intervals, requests for additional actions that usually do not result from the User's action, the User shall immediately terminate a session of the Online Banking and inform the Bank about it.

2.1.11. The Client agrees that the User is entitled to conclude an agreement on the use of the Mobile Website and services of the Bank available therein himself/herself, and such agreement shall be deemed to be amendments or supplements to the Service Agreement as if they were made by the Client himself/herself.

2.2. The Application that is signed in order to add a new User to the Online Banking or change the list of Users and Users' access modes does not require conclusion of a new Service Agreement, but it becomes an integral part of the Service Agreement in effect;

2.3. This Service Agreement is deemed concluded from the moment when the Bank accepts the Client's Application. The Bank accepts the Application, if it is executed in accordance with requirements of the Bank.

2.4. The Bank is entitled to refuse rendering of the Service without explaining the reasons for refusal.

2.5. The legal address of the Bank is deemed to be the place of entering into the Service Agreement.

2.6. The aspects of the legal relationship of the Parties that have not been stipulated in the Terms of Service shall be regulated by the GTB, Pricelist and the terms of opening and service of the Account to which the Online Banking is connected.

### 3. Provision of the Service

3.1. Actions that may be performed in the Online Banking

3.1.1. The User is entitled, within the framework of the usage mode of the Online Banking set for the User and Limitations (if any), to send the Orders to the Bank for execution of the Transactions execution of which is ensured in the Online Banking at the respective moment.

3.1.2. The Client has been informed and consents to the fact that the Transactions related to investment services and ancillary investment services may be concluded as well as agreements and amendments may be concluded on behalf of the Client via the Online Banking.

3.1.3. The Client and User agree that the Electronic Document and Terms of Transaction confirmed by the correct Authenticifier, in the aspect of legal force, are set equal to documents that are made in writing and duly signed pursuant to the Civil Law of the Republic of Latvia, with all legal consequences resulting therefrom, and impose obligations upon the Client and User in accordance with the standards of the Civil Law of the Republic of Latvia related to signatures and authorisation.

3.1.4. Execution of the Transactions on the Mobile Website is possible after installation of the Mobile Website according to the Bank's instructions (which may be provided both prior to commencement of execution of the Transaction and during execution thereof) on a mobile device that has such option.

3.1.5. All notices, information, data and documents that the Bank provides to the User via the Online Banking as well as via the Information Channels is the information binding upon the Client and User and it may be given the same status as a paper documents of the Bank according to the content of the provided information.

3.2. Authentication of the User

3.2.1. The User is authenticated according to the Authenticifier, for creation or use of which the User acts in accordance with requirements of the Bank and/or developer of the Authorisation Device with regard to creation or use of the Authenticifier. The Bank may determine a duty to receive/use the Authorisation Device also in addition to the existing device, by means of which new or additional Authenticifiers may be created/used, if it is necessary for fulfilment of safe authentication requirements.

3.2.2. Using the Mobile Website, the User may be identified according to the Mobile Device.

3.2.3. The User may use the Information Channels for submission of the Orders under the procedure specified by the Bank as well as for submission of information and data and receipt of the Authenticifiers.

3.2.4. Not only the Code Calculator specified in the Application may be used for creation of the User's Authenticifier according to the Online Banking usage mode, but also the code calculator issued to the Client for remote management of the Account in the frame of another agreement entered into by the Bank and Client in cases specified by the Bank.

3.2.5. The Authenticifier of the Order that includes several individual Payments is considered to be a unique confirmation of each Payment included in the Order and it is an integral part of each Payment.

3.2.6. If the User has used the Login Name also within the framework of service agreements of other clients of the Bank, in case of change of the Login Name the User may use the new Login Name for connection to the Online Banking of other clients only upon receipt of written consent of the respective client, also by submitting it via his/her Online Banking under the procedure specified by the Bank.

3.3. Registration of Several Authorisation Devices

3.3.1. The Bank has the right to determine the requirements binding to the Client with regard to compatibility of the Authorisation Devices and choice of the Authorisation Device by the User, as well as the Bank has the right to determine which Authorisation Devices shall be main Authorisation Devices and which shall be additional ones, i.e. the devices that may be used only together with the main Authorisation Device.

3.3.2. If several Authorisation Devices have not been registered simultaneously and the User acts on behalf of several clients in the Online Banking, in case of registration of another Authorisation Device, the User may use the new Authorisation Device for connection and performing operations in Online Banking of other clients only upon receipt of a written consent of the respective client, and it may be submitted via the User's Online Banking as well.

3.4. Blocking of the User's Access and/or the Authorisation Device, Replacement of the Authorisation Device

3.4.1. Authenticifiers may be assigned, restored or changed upon request of the Client or the User in accordance with the Bank's instructions and procedure specified by the Bank. At the same time, the Bank is entitled to request use more safe or additional Authorisation Devices or Authenticifiers.

3.4.2. Blocking and unblocking of the User's access to the Online Banking and/or the Authorisation Device may be performed on the grounds of the Client/User's written application as well as upon initiative of the Bank. The User's access is restored under the procedure determined by the Bank.

3.4.3. In case of blocking of one Authorisation Device, other Authorisation Devices shall not be blocked.

3.4.4. Only the Client or User of the respective Authorisation Device may receive the replaced Authorisation Device. If the Authorisation Device is received by the User, the Transaction limit of a new Authorisation Device cannot exceed the limit of the replaced Authorisation Device.

3.4.5. If the User has used the previous Authorisation Device also within the framework of service agreements of other clients, the User may use the replaced Authorisation Device for connection to the Online Banking of other clients only upon receipt of a written consent of the respective client, also by submitting it via the Online Banking, and the User shall timely inform the client (-s) on necessity of such consent.

3.5. Limits of Transactions

3.5.1. The Bank has the right to determine/change the Authorisation Device Limits specifying them in the Pricelist.

3.5.2. The use of the Authorisation Device Limit determined by the Bank is monitored for the respective device. Therefore, when the User confirms Payments by the Authenticifiers using the Authorisation Device, the Authorisation Limit of which has been depleted, in the Online Banking of another client, such confirmation shall be rejected irrespective of the fact whether the amount of Payments made by the Client in his/her Online Banking has reached the User's limit or the Authorisation Device Limit or not.

3.5.3. The Client has the right to determine the User's Limit for each User at his/her discretion, observing the condition that the amount of the User's Limit is applied irrespective of the type of the Authorisation Device, however, if the Authorisation Device Limit of the respective device is smaller than the User's Limit, the Payment may be executed only if its amount does not exceed the Authorisation Device Limit of the device that has been used for generating or use of the Authenticifier.

3.5.4. The Authorisation Device Limits and the User's Limits determined by the Bank are not applied to the money transfers that the Bank performs upon the Client's instruction within the framework of rendering regular payments service or e-invoices regular payment service as well as for Payments from one Account of the Client to another Account of the Client in the Bank. The Bank has the right to determine the application of the Authorisation Device Limit and the User's Limit unilaterally in the cases referred to in this Clause.

3.6. Changes in the Online Banking

3.6.1. The Bank has the right to change unilaterally the volume and procedure of rendering of the services rendered within the framework of the Online Banking. If during validity of this Service Agreement the Bank ensures technical possibility to perform such financial transactions, which have not been available as of the moment of conclusion of the Service Agreement, execution of such financial transactions shall automatically become available to all Users, observing their Online Banking usage modes and the Limitations.

Approved at the session of the Executive Board of  
JSC Citadele banka by

Decision No 11/18/17 of 14.03.2017.

The Terms are in effect from 01.04.2017.

#### 4. Liability of the Parties

4.1. To ensure execution of the Orders and other documents the Bank is entitled to use services of third parties. In this case the Bank is not responsible for losses and inconveniences of the Client, should this be a result of action or inaction of third parties.

4.2. The Client is responsible for all actions of the Users performed in the Online Banking.

4.3. The Client has been informed and undertakes the risk that when the User uses services of the Mobile Website such services, inter alia, the Transactions of a small volume and simplified Transactions as well as the data available in the Mobile Device may become available to third parties in cases, if the Mobile Device is not duly protected or gets into possession of third parties.

4.4. The Bank is not responsible for the Client's claims arising in connection with registration, revocation of the Users or change of the volume of their rights, if the Bank acts in accordance with instructions of the Client's authorised person, including in cases, if instructions of the Client's authorised person do not comply with the Client's decisions or violations of the procedure of making of the mentioned decisions have been discovered.

4.5. The Bank is not responsible for execution of the Transactions, incl. for withdrawal of funds from the Client's Account on the grounds of the Electronic Documents that have been drawn up/submitted illegally, if the Authenticifier has been correct.

4.6. The Client is responsible for taking measures to prevent access of unauthorised persons to the Online Banking, Mobile Website as well as for storage and use of the Authenticifiers, Authorisation Devices, Telephone Password Question and Telephone Password and other personalised information in such manner as not to allow getting of the same into unauthorised persons' discretion and to prevent unauthorised use thereof.

4.7. The Bank does not bear financial responsibility for losses sustained/may be sustained by the Client:

4.7.1. due to damage of communication lines or interruption in their operation or in cases, when the Online Banking or some of its functions cannot be used by/are not accessible to the User due to technical reasons, and/or the Electronic Document has not been received by the Bank;

4.7.2. if the User cannot execute the Transaction as well as conclude agreements with the Bank and/or make Payments in the Online Banking due non-provision of the information and/or certifications that have been requested by the Bank in accordance with the procedure stipulated in Clause 2.1.3 of the Terms of Service.

4.7.3. due to interruptions in operation of the Information Channels or in case if the respective Information Channels are not accessible for the User including for receipt of the Authenticifiers;

4.7.4. the information stored in the User's Information Channels has become available to third parties;

4.7.5. if the User's mobile phone number, e-mail address or Mobile Device have been transferred to third parties.

4.8. The User is not a party of this Service Agreement, therefore the Bank is not responsible to the User for his/her claims and demands.

4.9. If the person who signs the Application on behalf of the Client is not authorised to represent the Client, the signatory undertakes to compensate to the Bank all losses inflicted upon the Bank as a result of such action of the signatory.

4.10. Due to the fact that the Client is not deemed to be a consumer within the meaning of the Consumer Rights Protection Law of the Republic of Latvia, within the framework of the Service Agreement, the Client and Bank have agreed not to apply the standards of the Payment Services and Electronic Money Law of the Republic of Latvia that shall be applied to clients who are consumers within the meaning of the Consumer Rights Protection Law of the Republic of Latvia.

#### 5. Term of Validity and Termination of the Service Agreement

5.1. The Service Agreement is concluded for an indefinite period of time.

5.2. The Client is entitled to unilaterally terminate the Service Agreement submitting to the Bank a respective application. The Bank terminates the Service Agreement within 5 (five) calendar days from the day of receipt of the Client's application for termination of the Service Agreement.

5.3. The Bank is entitled to terminate the Service Agreement unilaterally, informing the Client about in 5 (five) calendar days in advance.

5.4. The Bank is entitled, without observing the term specified in Clause 5.3 of the Terms of Service, to terminate immediately the Service Agreement unilaterally, not observing the term for informing the Client set out in Clause 5.3 of the Terms of Service, in any of the following cases:

5.4.1. the Client does not discharge or discharges his/her obligations stipulated in this Service Agreement improperly;

5.4.2. the Bank has reasonable grounds to suspect that the Online Banking is used for the purposes it is not meant for or actions are performed that may block and/or hinder operation of the Online Banking;

5.4.3. all accounts of the Client in the Bank are closed.

5.5. If the Service Agreement is terminated upon the Client's initiative, the Bank is entitled to charge a commission fee for termination of the Service Agreement, if such fee is stipulated in the Pricelist.

#### 6. Other Provisions

6.1. The Bank is entitled to amend the Terms of Service, GTB and Pricelist unilaterally.

6.2. For a telephone contact with the User, in accordance with for change of the Login Password, blocking of the Login Name, access to the Online Banking and/or blocking of the Authorisation Device as well as submission of information with regard to the issues related to the use of the Online Banking and performing other actions in the frame of the powers assigned to the User, the Bank authenticates the User using the Telephone Password Question and Telephone Password. However, for identification of the User by telephone, the Bank is entitled to use also such data that is specified for the purposes of identification of the User in other service agreements concluded by the Bank and User or which are applicable in accordance with the GTB.

6.3. The User has the right to ask the Bank to change the Telephone Password Question and Telephone Password at any time. If the Telephone Password Question and Telephone Password has already been determined for the User as the Client or another Client's User, the User may use it in the frame of this Service as well.

6.4. Information about any planned amendments of the GTB, Terms of Service or Pricelist before they come into force is available to the Clients in client servicing structural divisions of the Bank, website of the Bank [www.citadele.lv](http://www.citadele.lv) as well as the Client may receive it by calling the call centre of the Bank.

6.5. If the Client disagrees with amendments/changes of the Pricelist, GTB or Terms of Service, the Client has the right to terminate the Service Agreement observing the procedure stipulated in the Service Agreement until the day when amendments/changes come into force.

6.6. Any controversy, claim or dispute between the Bank and Client resulting from the Service Agreement, related to it or violation, termination or invalidity hereof shall be settled at the Riga International Arbitration Court in Riga in accordance with effective legal acts of the Republic of Latvia and the Arbitration Rules of this Arbitration Court provided that the number of arbitrators shall be one, in the Latvian language, on the grounds of the submitted documents.

6.7. The Client has the right to contact the Ombudsman of the Association of Commercial Banks of Latvia in accordance with the terms and regulations of the Ombudsman. The Ombudsman of the Association of Commercial Banks of Latvia is located at Pērses iela 9/11, Rīga, LV-1011. Operation of the Bank is supervised by the Financial and Capital Market Commission of the Republic of Latvia. The address of the Financial and Capital Market Commission: Kungu iela 1, Rīga, LV-1050.