

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

- 1.1. **Bank** – Joint Stock Company Citadele banka.
- 1.2. **Notification** – the Customer's intention stated in the Order submitted to the Bank to make a payment from the Savings Account+ after the previous notification period of 35 (thirty-five) calendar days has passed, not including the submission date.
- 1.3. **Pricelist** – the current Unified Pricelist for services of the Bank.
- 1.4. **Application** – an application for receipt of the Service of the form approved by the Bank that is completed and signed by the Customer.
- 1.5. **Customer** – a natural person who submits the Application to the Bank and with whom the Bank enters into the Service Agreement.
- 1.6. **Commission Fee** – a fee for access to funds on the Savings Account+ without the Notification, which is 1% of the amount to be transferred.
- 1.7. **Savings Account+** – an account, which is opened with the Bank under this Service Agreement and to which the Customer may deposit his/her funds, to replenish it without restrictions as well as to withdraw/transfer funds from it in compliance with the procedure set out in this Terms of Service.
- 1.8. **Service** – opening and servicing of the Savings Account+, including the execution of the Customer's Orders.
- 1.9. **Service Agreement** – an agreement of the Bank and Customer on opening and servicing of the Savings Account+, the integral parts of which are the Application and Terms of Service.
- 1.10. **Terms of Service** – these terms of opening and servicing of the Savings Account+.
- 1.11. **Parties** – the Bank and Customer, jointly.
- 1.12. **Order** – an assignment to perform a payment given on behalf of the Customer to the Bank in the frame of this Service Agreement. The Customer may submit the Order with or without Notification.
- 1.13. **GTB** – the General Terms of Business of the Bank.
- 1.14. Other binding terms and their interpretations are specified in the GTB and other Terms of Service of the Bank to the extent to which they apply to these Terms of Service.

## 2. Conclusion of the Service Agreement

- 2.1. This Service Agreement is deemed concluded from the moment when the Bank accepts the Application for receipt of the Service, which is prepared and completed as required by the Bank.
- 2.2. The Bank is entitled not to accept the Application without explanation of reasons of refusal.
- 2.3. Upon conclusion of the Service Agreement, the Bank opens the Savings Account+ (single currency account) for the Customer.
- 2.4. Legal relations between the Parties, which are not regulated by these Terms of Service, shall be governed by the GTB.

## 3. Provision of the Service

- 3.1. Submission and Execution of Orders
  - 3.1.1. The Customer prepares the Order in accordance with the requirements set out in the GTB and submits it to the Bank in person or using the respective remote account management services.
  - 3.1.2. If the Customer wants to make a transfer from the Savings Account+ with the Notification, the Customer shall prepare the Order with the Notification.
  - 3.1.3. The Bank accepts the Order for execution, if it has been

prepared as required by the Bank, when all actions and verifications stipulated in the GTB have been performed, and the Customer has been identified in accordance with the Bank's requirements and the Order has been prepared in accordance with the requirements set out in the GTB.

- 3.1.4. Upon receipt of the Customer's Order with the Notification for a transfer from the Savings Account+, the Bank shall continue to calculate interest on the balance of the Savings Account+, including on the amount to be debited, which is indicated in the Order, until the cessation of the term of the Notification (interest rate on the balance of the Savings Account+ can be found on the Bank's website [www.citadele.lv](http://www.citadele.lv)).
- 3.1.5. If the requirements set out in Paragraphs 3.1.2 and 3.1.3 of the Terms of Service are fulfilled, the amount specified in the Order and debited from the Savings Account+ shall be transferred to the Customer's account with the Bank and the funds shall be available in the account on the next day after the expiry of the term of the Notification.
- 3.1.6. If the Customer has submitted the Order without the Notification, having paid the Commission Fee, the Customer is entitled to make a transfer from the Savings Account+ immediately (the commission fee specified in the Pricelist shall be applied to the transfer) to the Customer's account with the Bank or to another account specified by the Customer.
- 3.1.7. The Bank is entitled to refuse to execute any Order of the Customer, if the Customer violates/fails to fulfil/improperly fulfils the Customer's obligations under these Terms of Service and/or the GTB.
- 3.1.8. The Bank shall credit any non-cash transfers or cash deposits to the Savings Account+ in accordance with the procedure set out in the GTB.

## 4. Settlements

- 4.1. The Bank shall calculate the interest on the balance of the Savings Account+ in the amount indicated on the Bank's website [www.citadele.lv](http://www.citadele.lv) and credit it to the account specified by the Customer at the end of each calendar month.
- 4.2. The Bank is entitled to unilaterally change the interest rates on the balance of the Savings Account+ according to the price of the respective currency on the money market without informing the Customer individually, provided that information about the intended changes is available at the Bank's customer service premises and on the Bank's website: [www.citadele.lv](http://www.citadele.lv).
- 4.3. The Customer agrees and undertakes to follow the information on the Bank's website on the interest rate paid by the Bank for the balance of the Savings Account+.

## 5. Liability of the Parties

- 5.1. The Parties undertake liability for the discharge of their obligations under this Service Agreement.

## 6. Special provisions, if the Application for receipt of the Service is submitted to the Bank using the respective remote account management service

- 6.1. If the Application is submitted to the Bank using a remote account management service, which provides an option for submission of the application to the Bank in such manner:
  - 6.1.1. By his or her signature, the Customer certifies in the Application that the Bank has provided to him/her and he/she has read the information stipulated by regulatory enactments of the Republic of Latvia related to remote agreements, i.e. the agreements that are concluded using remote account management services, including information on the Bank as the service provider, the

procedure of provision of the Service, as well as information on the Customer's tax payments that the Bank shall make as the service provider (if the Bank shall make such payments in accordance with regulatory enactments of the Republic of Latvia).

- 6.1.2. The Customer is entitled to terminate the Service Agreement unilaterally within 14 (fourteen) calendar days from the day of conclusion of the Service Agreement. To exercise the right of termination set out in this Paragraph, the Customer shall send a notice to the Bank using the respective remote account management service or submitting a notice to the Bank in any branch or customer service centre of the Bank.
- 6.1.3. If the Customer has submitted a notice on unilateral termination of the Service Agreement under Paragraph 6.1.2 of the Terms of Service, the Bank shall disburse the funds in the Savings Account+ in accordance with these Terms of Service, but shall not pay any interest on the balance of funds in the Savings Account+ to the Customer.

## **7. Term of Validity and Termination of the Service Agreement**

- 7.1. The Service Agreement is concluded for an indefinite period of time.
- 7.2. The Customer is entitled to request to close the Savings Account+ and terminate the Service Agreement submitting a respective application to the Bank. The Bank shall close the Savings Account+ within 40 (forty) business days of the Bank from the day of receipt of the Customer's application, including the day of receipt.
- 7.3. The Bank is be entitled to close the Savings Account+ and terminate the Service Agreement unilaterally:
- 7.3.1. by notifying the Customer 2 (two) months in advance (except for the cases specified in Paragraphs 7.3.2, 7.3.3 and 7.3.4 of the Terms of Service) without explaining the reasons;
- 7.3.2. by notifying the Customer 10 (ten) business days of the Bank in advance if the Bank discontinues servicing of the Savings Account+ in a foreign currency;
- 7.3.3. .. without prior notice, notifying the Customer in writing if:
- 7.3.3.1. the Customer does not discharge or discharges the Customer's obligations set out in this Service Agreement or the GTB improperly;
- 7.3.3.2. the Customer has provided false information or documents to the Bank;
- 7.3.3.3. there is a debit (negative) balance on the Savings Account+;
- 7.3.3.4. the Bank has a grounded suspicion that the Customer or the Customer's funds in the Savings Account+ are involved in money laundering or terrorism financing;
- 7.3.3.5. the Bank has information about extraordinary circumstances that are beyond control of the Bank that may affect safety or confidentiality of deposits of the Customer and/or other customers of the Bank or inflict losses;
- 7.3.3.6. the Bank has evidence that the Customer is involved in a criminal act for which criminal responsibility is stipulated under current regulatory enactments, and/or the Bank has other negative information on the Customer that may damage the Bank's reputation;

- 7.3.3.7. the right of the Bank to terminate the Service Agreement immediately results from the regulatory enactments binding to the Bank;
- 7.3.4. .. without prior notice and without notifying the Customer in writing, if the Customer has not been making any transactions on the Savings Account+ for a period of time longer than 12 (twelve) months in a row and the balance of the Savings Account+ is equal to 0 (zero).
- 7.4. Prior to closing the Savings Account+ the Bank shall debit the Savings Account+ for the funds due to the Bank pursuant to this Service Agreement or other agreements concluded with the Bank, but shall pay the remaining amount to the Customer's current account with the Bank or another account specified by the Customer applying the Commission Fee.

## **8. Consideration of Disputes**

- 8.1. Any disagreement, claim or dispute between the Bank and the Customer resulting from the Service Agreement related to it or its violation, termination or invalidity, shall be considered in accordance with the current regulatory enactments of the Republic of Latvia in a court of the Republic of Latvia according to jurisdiction.

## **9. Other Provisions**

- 9.1. The Bank is entitled to withdraw (debit) funds from the Savings Account+ for interest on a deposit and/or Savings Account+ without the respective Order of the Customer in the following cases:
- 9.1.1. if funds were credited/deposited to the Savings Account+ without legal basis, i.e. as a result of a mistake or technical error;
- 9.1.2. as a set-off satisfying claims of the Bank against the Customer;
- 9.1.3. in cases and according to the procedure stipulated in regulatory enactments of the Republic of Latvia.
- 9.2. If the expression of the numbers (values) indicated in the Application in words differs from the numerical expression, the expression in words shall be taken as a basis.
- 9.3. The Bank is entitled to amend the Pricelist, GTB and Terms of Service unilaterally in accordance with the procedure stipulated in the GTB.
- 9.4. The Bank ensures the processing of natural persons' personal data in accordance with the Bank's Privacy Protection Rules available on the Bank's website.
- 9.5. The Bank shall send all notices and other information to the Customer via Citadele Online Banking and/or via other communication channels (e-mail, telephone, SMS) or to the Customer's address specified or later notified to the Bank in writing.
- 9.6. The Financial and Capital Market Commission is the institution, which supervises the Bank and which has issued an operating license to the Bank. The address of the Financial and Capital Market Commission: Kungu iela 1, Riga, LV-1050.
- 9.7. Supervision of consumer rights protection with regard to the users of Services who can be regarded as consumers under the Consumer Rights Protection Law is carried out by the Consumer Rights Protection Centre, situated at Brivibas iela 55, Riga, LV-1010, e-mail: ptac@ptac.gov.lv.