

**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, ID-card, Mobil-ID.

**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. Authorisation Category** – the identifier – A, B, C and D that shows the User's right to confirm the Requests defined by the Client within the framework of the Usage Mode.

**1.5. Authorisation Sufficiency Conditions** – the conditions specified in the Client's Application stipulating how many and what Authorisation Categories are necessary for the Bank to accept the Request for execution. The Authorisation Sufficiency Conditions are determined in relation to all Requests, individual Accounts or Account currencies. The Authorisation Sufficiency Conditions that are determined in relation to all Requests are in force and binding to the Parties to the extent they do not contradict the Authorisation Sufficiency Conditions that are determined in relation to individual Accounts or Account currencies.

**1.6. Bank** – JSC Citadele Banka Estonian branch, register code 11971924.

**1.7. Pricelist** – the effective pricelist for products and services of the Bank in which the Authorisation Device Limits determined by the Bank are specified.

**1.8. 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.

**1.9. 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.

**1.10. Application** – an application in the form approved by the Bank that is completed by the Client to receive the Service.

**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.ee](http://www.citadele.ee) 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 in the name of which the Account is opened and which submits the Application to the Bank.

**1.13. Code Calculator** – the Authorisation Device issued by the Bank.

**1.14. Code Card** – the Authorisation Device issued by the Bank.

**1.15. Configuration Limit** – the maximum amount of one Payment specified in the Application that is determined with regard to all Transactions of the Client, all or some Accounts of the Client or some currencies of the Client's Account within the framework of the Authorisation Sufficiency Conditions.

**1.16. 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.

**1.17. Usage Mode** – the connection to the Online Banking that ensures the determined rights of the User in the Online Banking on the grounds of the concluded Service Agreement. The Usage Mode determined in relation to all products and services is force and binding to the Parties to the extent it does not contradict the Usage Mode that is determined in relation to individual Accounts or individual products and services.

**1.18. 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.

**1.19. User** – a natural person who has the right to use the Online Banking within the framework of the Usage Mode approved by the Client on the grounds of the concluded Service Agreement.

**1.20. Payment** – an order of the form approved by the Bank of the Client/User that is made to perform a non-cash money transfer.

**1.21. Mobil-ID** – is your digital identity card in your Mobil device. To use it, the User should turn to his/her mobile phone operator, receive SIM card (Subscriber Identity Module) and insert it into Mobile device.

**1.22. 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 or concluding the Agree .

**1.23. 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.

**1.24. Service Agreement** – an agreement of the Bank and Client on use and servicing of the Online Banking consisting of the Application, Terms of Service and Annex.

**1.25. Terms of Service** – these Terms of Use and Servicing of the Online Banking.

**1.26. Service** – connection and service of Online Banking as well as other services of the Bank related to Online Banking.

**1.27. Annex** – the part of the Service Agreement that determines the User's rights to perform actions in the Online Banking.

**1.28. Login Name** – the series of symbols specified in the Application, which is used by the User for authentication for getting access to the Online Banking in cases specified by the Bank.

**1.29. Login Password** – the Authenticator linked to the Login Name that shall be changed on a regular basis, which is a series of symbols that is known only to the User and is used by the User for authentication for getting access to the Online Banking in cases specified by the Bank.

**1.30. Request** – a set of data created via the Online Banking containing the User's order for execution of the Transactions addressed to the Bank, which is approved by the Authorisation Code.

**1.31. Parties** – the Client and Bank, jointly.

**1.32. Telephone Password Question** – a question chosen by the User and specified in the Application that the Bank asks the User and the password that shall be stated by the User in reply to the mentioned question that is used for identification of the User by telephone.

**1.33. GTC** – General Terms and Conditions of the Bank.

**1.34.** Other binding terms and interpretations thereof are specified in the service agreements concluded between the Bank and Client and GTC.

**2. Conclusion of the Service Agreement**

**2.1.** By signing the Application the Client certifies that:

**2.1.1.** shall use the Online Banking in accordance with the Service Agreement;

**2.1.2.** the Client is aware of the risks related to this 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, these terms of Service, Annex and other terms and instructions related to the Service, 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 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 unlocked on the grounds of the User's application;

**2.1.8.** the User has been informed, and to prevent unauthorised persons'

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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.

2.2. 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. Terms of use of the Authenticator and Authorisation Device

2.3.1. By signing the respective Annex, the Client determines the User's right to take actions on behalf of the Client in the Online Banking in accordance with the Usage Mode, determined limits and other conditions of the Service Agreement.

2.3.2. Only the User of the respective Authorisation Device has the right to use the Authorisation Device.

2.3.3. Authenticators 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 Authenticators.

2.3.4. Registration of Several Authorisation Devices:

2.3.4.1. 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.

2.3.4.2. 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.

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

2.5. Conclusion of the Service Agreement

2.5.1. 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.

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

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

### 3. Provision of the Service

3.1. Actions that may be performed in the Online Banking

3.1.1. The User has the right to send the Requests to the Bank within the framework of the determined Usage Mode for execution of such Transactions execution of which is ensured via 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.

3.2. Authentication of the User

3.2.1. The User is authenticated according to the Authenticator, 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 Authenticator. 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 Authenticators may be created/used, if it is necessary for fulfilment of safe authentication requirements.

3.2.2. 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 corresponding client, also by submitting it via the Online Banking.

3.2.3. 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 GTC.

3.2.4. 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.

3.3. Submission of the Requests

3.3.1. The Request is submitted to the Bank using the Online Banking and the Bank considers that it has been authorised by the Client as well as accepts it for execution as the Request signed by the Client in his/her own handwriting when it is confirmed in accordance with the Authorisation Sufficiency Conditions and by the correct Authenticator.

3.3.2. In the aspect of legal force, the Requests 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 in accordance with the standards of the Civil Law of the Republic of Latvia related to signatures and authorisation.

3.3.3. The determined Authorisation Sufficiency Conditions are not applied to the Requests for blocking of the Client's payment cards, and such Request may be submitted by the User, to whom the appropriate Usage Mode has been assigned, confirming the Request only by his/her Authorisation Code.

3.3.4. The confirmation of the Request that includes several individual Payments in accordance with the Authorisation Sufficiency Conditions is considered to be a unique confirmation of each Payment included in the Request and it is an integral part of each Payment.

3.4. Blocking of the User's Access and the Authorisation Device

3.4.1. 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.

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

3.4.3. If necessary, 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.

3.4.4. 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 and Restrictions

3.5.1. The Bank has the right to determine/change the Authorisation Device Limits that are specified 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 Authenticator 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 irrespective of the type of the Authorisation Device, however if the respective User's Limit determined by the Client exceeds the Authorisation Device Limit determined by the Bank, the Payment may be executed within the limit of the respective Authorisation Device that has been used for generating or use of the Authenticator.

3.5.4. The Client has the right to determine the Configuration Limits, applying them to all Payments or Payments with the determined Authorisation Sufficiency Conditions, and in such case it is assumed that the Configuration Limit is determined with regard to the Payments in all currencies of the Accounts.

3.5.5. If the Client determines the Configuration Limit in relation to an individual Account/Accounts and the Client has simultaneously determined

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the Configuration Limits for the Payments on the whole in accordance with the Authorisation Sufficiency Conditions, the latter shall be applied to the extent they do not contradict the Configuration Limit of the corresponding Accounts.

3.5.6. The Configuration Limit that is determined for the Account is applied to the extent it does not contradict the Configuration Limit that is determined for specific currencies or one currency of the Account.

3.5.7. If the Client has determined the Configuration Limit that exceeds the Authorisation Device Limit, the Payment is not accepted for execution.

3.5.8. The Authorisation Device Limits and the User's Limits 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.

3.6.2. The Bank has the right to refuse to conclude the Transactions with the Client who submitted the respective Request, if such right of the Bank is stipulated in the conditions of the respective service agreement or internal legal acts of the Bank.

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

4.4. 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 Requests that have been drawn up/submitted illegally, if the Authenticifier has been correct.

4.5. 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.

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

4.6.1. due to damage of communication lines or interruption in their operation or in other cases, when the communication channels necessary for receipt of the Authenticifier are not available, 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 Request has not been received by the Bank. Moreover, the Bank is not responsible, if the User cannot execute the Transaction and to conclude agreement with the Bank, and

4.6.2. 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. 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.

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

4.9. 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) business days from the day of receipt of the Client's application for termination of the Service Agreement.

5.3. The Bank has the right to terminate the Service Agreement unilaterally, informing the Client about it in 5 (five) business 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 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, GTC and Pricelist unilaterally.

6.2. Information about any planned amendments of the GTC, 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.ee](http://www.citadele.ee) as well as the Client may receive it by calling the information service of the Bank.

6.3. If the Client disagrees with amendments/changes of the Pricelist, GTC 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.

6.4. The Client is informed and gives his/her consent to the fact that all notices of the Bank and other information that is related to or results from the Service Agreement or other services rendered by the Bank shall be submitted to the Client via the Online Banking.

6.5. 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 Harju County Court.