

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

- 1.1. **Account** – any account of the Client with the Bank, incl. a current account, current account to which a payment card is linked, savings account etc., which is opened in the Client's name with the Bank, to which Citadele SMS Bank is connected.
- 1.2. **Application** – an application for receipt of the Service in the form approved by the Bank that is filled in by the Client.
- 1.3. **Bank** – AS Citadele banka (registration number 0103303559, address 2A Republikas square, Riga, Republic of Latvia, LV-1010) Eesti filiaal (registry code 11971924, seat Narva mnt 63/1, 10152 Tallinn, Republic of Estonia), e-mail: [info@citadele.ee](mailto:info@citadele.ee).
- 1.4. **Citadele SMS Bank** – an automatic reference system of the Bank that ensures receipt of information from the Bank by the Client by means of short messages sent to a mobile telephone.
- 1.5. **Client** – a natural or legal person.
- 1.6. **Minimum Amount** – the minimum amount, about debiting or crediting of which to the respective Account the Client wishes to receive information automatically upon execution of the respective transaction.
- 1.7. **Mobile Telephone Number** – the mobile telephone number specified in the Application that is used by the Client to send/receive information by means of the Short Messages.
- 1.8. **Parties** – the Client and Bank, jointly.
- 1.9. **Password** – the certain sequence of figures chosen by the Client and specified in the Application, which the Client uses to request the information on the balance of the Account.
- 1.10. **Service** – use and servicing of Citadele SMS Bank in accordance with these Terms of Service.
- 1.11. **Service Agreement** – an agreement of the Bank and the Client on connection, use and servicing of Citadele SMS Bank, the Application and these Terms of Service being integral parts thereof.
- 1.12. **Short Message** – a type of processing and sending of information (a type of mobile telephone communication) that is used for sending information using Citadele SMS bank from/to the Mobile Telephone Number to/from the telephone number of the Bank specified in the User Manual.
- 1.13. **Terms of Service** – these Terms of Use and Servicing of Citadele SMS Bank.
- 1.14. **User Manual** – instructions of the Bank for the Client for use of Citadele SMS Bank that are available at the website of the Bank [www.citadele.ee](http://www.citadele.ee).

**2. General Provisions**

- 2.1. By signing the Application the Client certifies that:
- 2.1.1. the Client will use Citadele SMS Bank in accordance with the Application, these Terms of Service and User Manual;
- 2.1.2. the Client is aware of the risks related to this Service;
- 2.1.3. the Client will not use this Service for achievement of unlawful purposes;
- 2.1.4. the Client will immediately inform the Bank about:
- 2.1.4.1. loss of the SIM card of the Client's mobile telephone or if it has become available to unauthorised persons;
- 2.1.4.2. termination of the agreement concluded between the Client and mobile service provider.
- 2.2. If the signatory of the Application has not been authorised to represent the Client, the signatory as a natural person undertakes all obligations of the Client resulting from the Service Agreement and is responsible for fulfilment thereof.

**3. Conclusion of the Service Agreement**

- 3.1. The Client can set the Minimum Amount specified the same in the Application.
- 3.2. The Bank has no obligation to verify whether the Client is registered with the mobile service provider specified in the Application as the subscriber using the Mobile Telephone Number.
- 3.3. This Service Agreement is deemed concluded from the moment when the Bank accepts the Client's Application.
- 3.4. Upon conclusion of the Service Agreement, the Client's Account is connected to Citadele SMS Bank.
- 3.5. The Bank is entitled not to accept the Application without explanation of reasons of refusal.

**4. Rendering the Service**

- 4.1. Using Citadele SMS Bank the Client can receive messages of the Bank about credit and debit transactions in the Account, information about the balance of the Account, send requests for disconnection of Citadele SMS Bank as well as receive services of the Bank stipulated in the User Manual.
- 4.2. For rendering/receiving the services pursuant to Clause 4.1 of the Terms of Service above, information exchange between the Bank and Client shall be carried out by means of the Short Messages. The Short Messages of the Bank shall be composed and sent to the Client in the language agreed by the Parties and specified in the Application.
- 4.3. In order to receive services of Citadele SMS Bank, the Client shall draw up and send information to the Bank by means of the Short Message in accordance with the User Manual.
- 4.4. The Bank identifies the Client who has sent information to the Bank by means of the Short Message via Citadele SMS Bank, by the Mobile Telephone Number, or by the Mobile Telephone Number and Password. The Bank deems that the Client has been identified, if the information received by the Bank has been sent from the Mobile Telephone Number specified in the Application, and in case of a request for the statement of the Account – in case the Password specified in the Application has been stated as well.
- 4.5. The Bank has the right not to accept the information (an order, request, etc.) received from the Client, in cases where the same has not been written as the Short Message in accordance with the User Manual.
- 4.6. Services of Citadele SMS Bank are available 24 hours a day.
- 4.7. The Client agrees that the Bank will register/record all actions carried out by the Parties via Citadele SMS Bank and that such records are considered to be evidence of such actions.
- 4.8. Having received the Client's application about loss of the SIM card of the mobile telephone or about the fact that the same has become available to unauthorised persons, the Bank immediately blocks connection of Citadele SMS bank.
- 4.9. The Bank has the right to disconnect access to Citadele SMS Bank, if required, for the purposes of check-up of hardware that is used for rendering the Service.
- 4.10. The Bank deletes its messages to be sent within the framework of the Service and does not send the same to the Client, if the Mobile Telephone Number is disconnected for the period exceeding 24 hours.

**5. Liability of the Parties**

- 5.1. The Client is responsible for:
- 5.1.1. all actions performed using services of the Bank that are rendered via Citadele SMS Bank;
- 5.1.2. taking the measures required to prevent access of unauthorised persons to the SIM card with the Mobile Telephone Number specified in the Application, and possibility of use of the Password and the received Short Messages;
- 5.1.3. authenticity and completeness of the Client's data submitted to the Bank. The Client shall immediately notify the Bank about changes in any information and documents specified in the Application or supplied otherwise. If the Bank sustains losses due to failure to supply true and complete data, the Client shall reimburse the Bank for them in full.
- 5.2. The Bank is responsible for fulfilment of its obligations according to the procedure stipulated in this Service Agreement.
- 5.3. The Bank is not responsible for the Client's losses sustained thereby:
- 5.3.1. in connection with amendment of the Pricelist, Terms of Service, User Manual, including changes of the range of services rendered via Citadele SMS Bank and/or procedure of their rendering;
- 5.3.2. as a result of unlawful actions of third parties until the moment of blocking of connection of Citadele SMS Bank to the Account;
- 5.3.3. if the content of the information sent to the Client by means of the Short Message becomes known to unauthorised persons;
- 5.3.4. due to damage of communication lines or interruption in operation of the same or in cases, when Citadele SMS Bank or some of its functions cannot be used by/are not accessible to the

Client due to technical reasons, and the Short Message is not received by the Bank or sent to the Client;

5.3.5. due to failure to receive the Short Messages in cases of disconnection of the mobile telephone with the Mobile Telephone Number specified in the Application;

5.3.6. if the Bank exercises its right pursuant to Clause 4.10 above;

5.3.7. if the Client fails to comply with these Terms of Service.

5.4. The Client understands and agrees that, ensuring servicing of Citadele SMS Bank, the Bank uses third parties' services, including services of mobile service provider that participates in rendering of the Service. In this case the Bank is not responsible for the Client's losses and inconvenience, should this be a result of action or inaction of third parties including the mobile service provider.

5.5. The legal relations between the Parties are governed by other agreements concluded by the Parties, other terms of the Bank governing use of accounts/making of payments, the General Terms and Conditions of the Bank and effective legal acts of the Republic of Estonia to the extent these relations are not governed by this Service Agreement.

5.6. The Parties are responsible for non-execution or undue execution of duties under the Service Agreement in accordance with the procedure and in the amount stipulated by this Agreement and the effective legal acts of the Republic of Estonia.

5.7. The Parties are not responsible for losses that are connected with force majeure circumstances.

#### **6. Settlements between the Bank and Client**

6.1. The Client pays to the Bank remuneration (commission fee) for the services of the Bank rendered via Citadele SMS bank in accordance with the pricelist for services of the Bank that is effective at the moment of rendering of the Service.

6.2. The Client authorises the Bank to debit the Client's Account specified in the Application without acceptance for the charge stipulated in Clause 6.1 above, and if there are not sufficient funds in this Account, to debit any other account of the Client with the Bank.

6.3. If currency conversion is necessary for withdrawal of a commission fee from the Account, the exchange rate specified by the Bank and applicable to this payment is binding to the Client without prior notification. The Bank makes information about an effective exchange rate available to the Client ensuring its public availability in client servicing structural divisions of the Bank within business hours of the Bank and on the website of the Bank in the Internet.

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

7.1. The Client has the right to terminate the Service Agreement unilaterally submitting a respective application to the Bank. 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.

7.2. The Bank has the right to terminate the Service Agreement unilaterally, informing the Client 5 (five) calendar days in advance, including the case of termination of the contractual relations between the Bank and mobile service provider that ensures rendering of the Service.

7.3. The Bank has the right to terminate immediately the Service Agreement unilaterally without informing the Client in any of the following cases:

7.3.1. the Client breaches/fails to fulfil provisions of the Service Agreement;

7.3.2. the Bank has reasonable grounds to suspect that Citadele SMS Bank is used for the purposes it is not meant for or actions are carried out that may block and/or hinder operation of Citadele SMS Bank;

7.3.3. all accounts of the Client with the Bank are closed;

7.3.4. the agreement concluded between the Client and mobile service provider is terminated, or the Mobile Telephone Number is transferred to a third party (other subscriber);

7.3.5. the Client has not used Citadele SMS bank for 6 (six) months in succession;

7.3.6. the Bank has not been able to apply commission fees for use of Citadele SMS bank for the period exceeding 30 (thirty) days after maturity.

7.4. The Bank retains the Client's documents submitted to the Bank before conclusion of the Service Agreement or during the validity thereof.

7.5. Termination of the Service Agreement due to any reason does not release the Client from the obligation to make to the Bank all payments due to it, compensate the losses inflicted upon the Bank by the Client, as well as to fulfil all obligations resulting from the Service Agreement that are outstanding as of the moment of termination thereof.

#### **8. Other Provisions**

8.1. The Client (natural person) confirms and agrees that the Bank has the right to process personal data of the Client scope to fulfill Bank's obligations which are set in the legal acts, including to request and receive the Client's personal data from any third parties and databases created according to the procedure stipulated by the law, if, in opinion of the Bank, it is necessary for establishing legal relations between the Client and Bank or securing fulfilment of obligations.

8.2. Any dispute, controversy or claim resulting from this Agreement, concerning the same or default, termination or invalidity thereof shall be settled pursuant to the current laws of the Republic of Estonia. If the Client is:

8.2.1 a natural person, any disagreement between the Parties shall be settled according to the legislation of Republic of Estonia by the court of the Republic of Estonia in accordance with jurisdiction;

8.2.2. a legal entity than disagreements between the Parties shall be settled at Harju County Court.

8.3. The Bank has the right unilaterally to amend the Pricelist and Terms of Service, about which the Client can receive information in client servicing centres of the Bank, on the website of the Bank or by calling the information service of the Bank.

8.4. If the Client is a natural person, the Bank has the right to introduce amendments, which are less favourable to the Client (natural person) in comparison with the previous ones, only in case if there is a well-grounded reason. The Bank shall timely inform the Client (natural person) about such amendments using the communication channels and kinds of rendering information, about which the Bank and Client (natural person) have agreed (for example, SMS or notifications via online banking, in writing, etc.).

8.5. Should the Client (natural person) disagree with the amendments made by the Bank, the Client has the right to terminate the Service Agreement, observing the procedure stipulated in this Agreement and making all the payments to the Bank resulting from the Service Agreement.