

## Terms of Use and Servicing of Citadele Leasing Customer Portal

### Terms and their meaning:

**Leasing** – SIA Citadele Leasing Estonian branch, reg. No. 11453650, registered office: Narva mnt 63/1, Tallinn 10120], Estonia.

**Bank** – AS Citadele banka Eesti filiaal, reg. No. 11971924, registered office: Narva mnt. 63/1, Tallinn 10120, Estonia.

**Customer** – a natural person or a legal entity that has submitted an online leasing application or that has concluded leasing contract with the Leasing as a result of which the Profile within the Leasing Portal has been created.

**User** – a natural person who is the Customer, or a natural person - representative of the Customer – legal entity entitled to use the Leasing Portal in the mode in which the User is also entitled to undergo identification on behalf of the Customer on websites of third parties and the Leasing, such as homepages. The Customer – legal entity can authorize different persons to become a User of the Leasing Portal and all its features on behalf of the Customer with or without any limitations under the procedure laid down in these Terms.

**Leasing Portal** – a website offered by the Leasing to its Customers as a Customer relationship management tool available on the Leasing Website.

**Leasing Website** – Leasing section under Bank's public webpage [www.citadele.ee](http://www.citadele.ee).

**Profile** – Customer's profile within the Leasing Portal.

**Authenticator** – codes, passwords and other identifiers or activities which can be created or used via the Authorisation Device and which the Leasing uses for User authentication.

**Authorisation Device** – a device or software granted by the Bank or purchased by the User, such as the Mobile Device, and a device or software accepted by the Leasing which is used to create or use the Authenticator.

**Online Banking** – the system for remote management and access to services of the Bank via the internet, including the Mobile Website.

**Mobile Website** – a service available on the Mobile Device via the Bank's mobile app for the receipt of certain services of the Bank, including the application of alternative requirements for safe authentication.

**Terms** – these Terms of Use of Leasing Portal.

### 1. General Provisions

1.1. Leasing Portal shall be available on the internet at Leasing Website.

1.2. In order to start using Leasing Portal, the User shall read the Terms and confirm electronically that it has read the Terms.

1.3. The Customer may use Leasing Portal:

1.3.1. one year from the moment an online leasing application has been submitted if the leasing contract has not been concluded with the Leasing;

1.3.2. throughout the term of validity of the leasing contract concluded between the Leasing and the Customer and one year after the leasing contract has expired/been terminated.

1.4. The Customer may use Leasing Portal within the terms stipulated in Paragraph 1.3 of these Terms unless the Leasing discontinues the operation of Leasing Portal and/or the Profile.

1.5. The Customer shall be responsible and shall ensure that throughout the use of Leasing Portal s/he as the User or the User on behalf of the Customer, comply with these Terms and the terms and conditions of the leasing contract.

1.6. The Leasing shall have the right to make changes to the scope and procedure of operations to be carried out in the Leasing Portal unilaterally. Should the Leasing enable the technical performance of additional operations in Leasing Portal that could not be performed by the Customer when it started to use Leasing Portal, such operations shall automatically become available to all Users of Leasing Portal (in accordance with the right to use granted to them in Leasing Portal).

1.6. The Leasing shall be entitled to make changes to the Terms unilaterally.

1.7. Should the Customer disagree with the Terms, the Customer shall be entitled to discontinue the further use of Leasing Portal.

### 2. Functionality of Leasing Portal

2.1. Leasing Portal offers the following functionality:

2.1.1. To follow information on leasing balance, invoice history, agreement details and leasing object details, status of CASCO insurance;

2.1.2. To initiate payments for leasing;

2.1.3. To submit various requests (according to the list and forms available on the Leasing Portal) regarding leasing agreement to Leasing;

2.1.4. To provide valid insurance policy if object is insured by Customer;

2.1.5. To assign new User;

2.1.6. and other functionalities added by Leasing for Customers convenience.

2.2. Information mentioned in Clause 2.1.1. of the Terms can be unprecise in case of delay of payments or in case if payments or documents of the Customer have not been processed by the Leasing yet.

### 3. Access and Use of Leasing Portal

3.1. Access to Leasing Portal shall be ensured via the User's authorisation with access data to Bank's Online Banking, Smart-ID or with other possible methods/tools in relevant country for example such as: Mobile ID, E-signature in LT, E-signature in LV and Mobile ID, ID card in EE.

3.2. The User shall be authenticated in accordance with the Authenticator which the User shall create or use in accordance with the requirements of the Leasing and/or the developer of the Authorisation Device regarding the creation or use of the Authenticator.

3.4. The Customer shall be aware that the User may engage natural persons other than users of Customer's Online Banking and authorise them to use Leasing Portal by emailing an invitation to connect to Leasing Portal to the respective person via Leasing Portal.

3.5. The Customer agrees and confirms that the Customer shall be fully responsible for the User's actions and those of Users engaged by the Customer in Leasing Portal and undertakes to refrain from raising any claims regarding such to the Leasing.

### 4. Discontinuance of the Operation of Leasing Portal

4.1. Functionality of Leasing Portal shall not provide for the possibility to deny the User access to Leasing Portal on the Customer's initiative, while preserving the possibility to use Online Banking in the mode in which the User is also entitled to undergo identification on behalf of the Customer on websites of third parties and the Leasing, such as homepages. Thus, should the Customer wish to deny the User access to Leasing Portal, the Customer shall cancel the User's right to use Profile. The Customer shall be responsible for limiting the User's rights to use Leasing Portal and denying the User access to Leasing Portal via the functionality in the User section in Leasing Portal.

4.2. The Leasing shall have the right to immediately deny or suspend the Customer's/User's access to Leasing Portal in the cases when Authenticator, Authorisation Device or login data are lost or become known to third parties. Access to Leasing Portal can be blocked or unblocked upon receiving Customer request via Citadele's information service contacts or visiting Bank branch or Leasing.

### 5. Other Provisions

5.1. All disagreements or disputes between the Leasing and the Customer arising in connection with the use of Leasing Portal shall be resolved in accordance with Out - of - court settlement of customer complaints and claims procedure which is available at Leasing Website.

5.2. The Leasing shall ensure the processing of personal data of natural persons in order to ensure the operation of Leasing Portal as well as for the fulfilment of the obligations specified in these Terms providing that the rights of natural persons are exercised in accordance with the Leasing's Privacy Policy available on the Leasing Website.

5.3. The Leasing may register and record the activities performed using Leasing Portal and store this information in the databases of the Leasing and/or third parties. These records shall be confirmation and proof of the Customer's/User's will and may serve as evidence for the settlement of disputes between the Leasing and the Customer, including in court.

5.4. The Leasing shall not be materially liable for losses that have been/may be incurred by the Customer due to damage or disruption to communication lines or in the event that access to Leasing Portal or some of its functions cannot be used/are not available to the User due to technical reasons, as well as if the Customer/User cannot make transactions via payment initiation service, and in any other event when the Customer is denied access or operations in Leasing Portal.

5.5. The Parties shall not be liable for losses related to unforeseen and force majeure circumstances.

5.6. More information about Leasing Portal shall be available by calling the Leasing's Information Service on telephones available in the Leasing Webpage.