

TERMS OF SERVICE FOR INSURANCE VALIDATION THROUGH CITADELE LEASING PORTAL



Valid from 6th of May 2024

1. General

- 1.1. These terms of service (the "**Terms**") regulate your ("**you**" or "**your**") use of the service for insurance validation through Citadele Leasing Portal (hereafter the "**Service**", as defined below). The Service is available to you if you are a customer of SIA Citadele Leasing Estonian branch (registration number 11453650, registered address Narva mnt 63/1, Tallinn 10120 Estonia; "**we**", "**us**" or "**our**") and as a natural person have concluded leasing contract with us (the "**leasing contract**") for using leasing object (the "**leasing object**"). In order to start using the Service, you shall confirm electronically that you have accepted the Terms.
- 1.2. The Service consists of "Data Aggregation Services" which collect certain information relating to your insurances from your insurance companies which is then compiled and presented to you.
- 1.3. By using the Service, you accept these Terms. In case you do not accept these Terms, we request that you do not use the Service that we provide.

2. The Service

- 2.1. The purpose of the Service is to collect, on your behalf, data and information about the leasing objects' insurance policies (Casco insurance and if applicable - compulsory motor insurance or MTPL insurance) that you have privately taken out with various insurance companies, in order to provide an overview of your insurance coverage of the leasing objects in Citadele Leasing Portal and to submit the proof of insurances and information about the insurance policies of the leasing objects to us. The service is provided in co-operation with our partner Insurely AB.
- 2.2. When you choose to retrieve insurance data from your insurance company through the Service, you authorise and instruct us to retrieve information from these external user accounts and that these third parties disclose information to us for use within the Service in accordance with these Terms. The collection of insurance data from your insurance company takes place by means of your authentication with the relevant insurance company in accordance with the Service's instructions.
- 2.3. Your insurance company may have its own terms and conditions that you are expected to accept when accessing your insurance information. When you provide us with your login details to use the Service as set out in clause 2.2 of these Terms, you agree that we may need to accept such third party terms (your insurance company's terms and conditions on how your insurance information may be used) on your behalf.

3. Permitted use

- 3.1. Subject to your acceptance of and compliance with these Terms, you are granted a non-exclusive, non-transferable, revocable right to use the Service for its intended purpose.
- 3.2. It is not permitted to copy, modify, distribute, or publish any content provided by us. However, for your own personal use, it is permitted to download, copy, and save information from us. It is also not permitted to unduly use or otherwise misuse the Service or use the Service for illegal purposes.
- 3.3. You hereby assume responsibility for and warrant that:
 - i. You have the right to dispose of the login details to the insurance companies involved in the Service and any information accessed through them;

- ii. Your use of the Services is in accordance with these Terms;
- iii. If you suspect or become aware of any unauthorised use of the Service, you will notify us immediately.

4. Intellectual Property

All intellectual property rights relating to the Service are held under license by us. Nothing in these Terms shall be construed as a transfer of any intellectual property right or other right to you. You are only granted the limited right of use described above.

5. Processing of Personal Data

We are the controller for the personal data processing. We do process your personal data for the following purposes:

- requesting and receiving of insurance policy (Casco insurance and if applicable - compulsory motor insurance or MTPL insurance) data from your insurance company;
- displaying received insurance policy data in our customer portal for your convenience;
- storing of received insurance policy (only Casco insurance) data to prove your compliance with contractual requirements.

The legal basis for processing of your personal data are respectively – your consent, our legitimate interest to provide customer friendly service to you, and the obligation to hold Casco insurance policy for leasing object the whole duration of contractual relations. Where the processing is based on your consent, you are entitled to revoke it at any time according to the provisions of our Privacy Policy. As a responsible controller we do ensure that your personal data are processed and your rights exercised in accordance with the data protection legislation applicable at any given time. For more information on what data we collect and further process about you, see our [Privacy Policy](#) available on our website www.citadele.ee.

6. Access to the Service

- 6.1. We have the right to deny a user access to the Service at any time if the user violates the Terms or, at our discretion, uses the Service in a manner that may harm us or any third party.
- 6.2. We endeavour to ensure that all information on the Service is as accurate and as up to date as possible. However, we cannot guarantee the availability of the Service or the reliability or accuracy of the information presented in the Service. We cannot be held responsible if the Service is unavailable or if any information or functionality does not work as expected.
- 6.3. We are entitled to take measures affecting the access to the Service if this is necessary for technical, maintenance or security purposes, or if we need to update the Service to comply with legal requirements.
- 6.4. In such cases, we shall inform the user, as soon as possible, that the access to the Service has been suspended or restricted in any respect.

7. Limitation of Liability

- 7.1. The Service is provided “as is” without warranty of any kind. Your use of the Service is at your sole responsibility and risk. We provide no warranties – expressed, implied or otherwise – as to the availability, quality, fitness for a particular purpose, suitability, or accuracy of the Service in general. In addition, we reserve the right to, at our sole discretion, modify or discontinue the provision of the Service in the future.
- 7.2. We shall not be materially liable for losses that have been/may be incurred by you due to damage or disruption to communication lines or in the event that access to the Service and/or Citadele Leasing

Portal or some of its functions cannot be used/are not available to you due to technical reasons, as well as in any other event when you are denied access to or operations through the Service or in Citadele Leasing Portal. We recommend that you do not rely on the Service for any purpose that is important to you or necessary, as there may be situations where the Service will not be available, due to, but not limited to, maintenance and circumstances beyond our control.

- 7.3. We will not be liable to you or any third party for any direct, indirect, or other damage of any kind arising out of or in connection with these Terms or inability to use the Service. We will not be liable to you for any claims made against you by third parties.

8. Changes to the Terms and termination of the Services

- 8.1. We have the right to change unilaterally these Terms. Should you disagree with the Terms, you shall be entitled to discontinue the further use of the Service.
- 8.2. We have the right to modify, suspend or discontinue the Service, temporarily or permanently, at any time without notice, at our sole discretion. You agree that we will not be liable to you or any third party for such modification, suspension or termination.

9. Assignment

You may not assign or transfer any rights, obligations, or licenses under these Terms.

10. Governing law and Disputes

- 10.1. These Terms shall be governed by and construed in accordance with the laws of Estonia.
- 10.2. All disagreements or disputes between you and us arising in connection with these Terms shall be resolved in accordance with the Terms of Use and Servicing of Citadele Leasing Customer Portal.