

# Terms and Conditions of Citadele E-Services Environment

Citadele

## 1. Terms and Definitions

**Authorization Device** – a device or software offered by the Bank and (or) acquired by the User, such as a mobile device or software and accepted by the Bank at the time of login to the Portal.

**Bank** – Akciju sabiedrība "Citadele banka", reg. No. 40103303559, legal address: Republikas laukums 2A, Rīga, LV-1010. The term Bank also includes all branches of the Bank – AS "Citadele banka" Lietuvos filialas (registration code 304940934, registered office: 18B Konstitucijos ave., LT-09308, Vilnius), AS Citadele banka Eesti filiaal (registration code: 11971924; registered office: Narva mnt 63/1, 10152, Tallinn).

**Citadele Leasing** – SIA "Citadele Leasing", reg. No. 40003423085, including its branch in Estonia: SIA Citadele Leasing Eesti filiaal, reg. No. 11453650, and its branch in Lithuania: SIA "Citadele Leasing" Lietuvos filialas, reg. No. 302629475.

**Citadele** – Bank, Citadele Leasing, or any other Citadele group company listed on the Website.

**Website** – the Bank's website [www.citadele.lv](http://www.citadele.lv) for Users in Latvia, [www.citadele.lt](http://www.citadele.lt) for Users in Lithuania and [www.citadele.ee](http://www.citadele.ee) for Users residing in Estonia.

**User or You** – an individual authorised to represent a legal entity according to the official register of legal entities of the respective country, or an individual with full access to the Bank's Online Bank for legal entities and other third parties' and Bank's websites according to the Terms of Online Banking.

**Company** – the legal entity You represent.

**Portal** – an E-services environment provided by the Bank to apply for and manage Citadele's services. The Portal is available at <https://online.citadele.lv/> or any other internet address, used for accessing thereof.

**Terms** – these Portal terms of use.

**Terms of Online Banking** – Terms of Use and Servicing of Citadele Online Banking or Terms of Use and Servicing of Citadele Online Banking with Authorization Categories, respectively. Applicability of the Terms of Online Banking is subject to the country where You have signed or sign the Online Banking agreement. The Terms of Online Banking are available on the Website.

**Terms of Leasing Portal** – SIA "Citadele Leasing" Leasing Portal Terms of Use published on the Website.

**Terms of Business Portal** – Terms of Use and Servicing of Citadele Business Portal published on the Website.

**GTB** – Bank's General Terms of Business published on the Website.

## 2. General

2.1. To use the Portal, You must agree to the Terms.

2.2. Any matter not regulated by these Terms is governed by the GTB, Terms of Online Banking, Terms of Leasing Portal, Terms of Business Portal or applicable law.

## 3. The Portal

3.1. The Portal is a gateway to the information about and access to Citadele's services, including:

3.1.1. Online Banking;

3.1.2. Business Portal;

3.1.3. Leasing Portal.

3.2. The Portal also provides access to information about the Company's agreements, liabilities, account balances, invoices, and other transactions in Citadele.

3.3. Login to the Portal does not establish a business relationship with Citadele. To that end, a respective service agreement needs to be signed.

3.4. Offers displayed in the Portal are not binding on Citadele. To contract for a service, You must first become a customer of Citadele.

## 4. Data Processing and Privacy

4.1. Citadele may collect public information about the Company to offer Citadele services (for example, credit quotes, etc.).

4.2. The processing of personal data in the Portal is governed, and Your privacy and rights are protected in accordance with these Terms and the Citadele Group's Privacy Protection Rules "Processing of personal data related to legal entities" available for Users in Latvia at <https://www.citadele.lv/en/support/personal-data/terms/>, for Users in Lithuania at <https://www.citadele.lt/en/useful/personal-data/terms/>, for Users in Estonia at <https://www.citadele.ee/en/useful/personal-data/terms/>.

4.3. Your personal data are processed for the purposes of Your identity check at login, the Company data check that includes inquiry on the legal entities You represent, as well as for providing services to the Company in accordance with the contracts and applicable law.

4.4. The technical records (logs) in the Portal are not made available to third parties in personalized format.

4.5. Cookies are used for identification of User sessions. Further information about the cookies used is available on the Website.

## **5. Rights and Obligations of User**

- 5.1. You may use the Portal and the services delivered thereby in accordance with the Terms, applicable law, and good practice.
- 5.2. You undertake to keep confidential the authentication codes for the Authentication Devices used for logging in to the Portal. You are solely responsible for safeguarding Your Authorization Device as described in GTB, including its annex on the Rules on Providing Payment Services and Management of Bank Account.
- 5.3. You are liable for all the actions taken during Your Portal session.

## **6. Rights and Obligations of Bank**

- 6.1. The Bank may limit or block Your access to the Portal if the Company is denied service by Citadele, if You breach these Terms or the Bank has reasonable grounds to suspect a breach of these Terms.
- 6.2. The Bank may temporarily suspend access to the Portal if necessary for technical modifications, updates, maintenance work, or counter a cyberattack.
- 6.3. The Bank may modify the Portal, e.g. remove or add functionality without prior notice.
- 6.4. The Bank is not liable for any damage, including loss of profit, arising from the use of the Portal or from restricting or suspending access to the Portal under these Terms.
- 6.5. The Bank undertakes not to disclose the User's data to third parties, except where this is required by law.

## **7. Intellectual Property Rights**

- 7.1. All intellectual property rights in and to the Portal, including but not limited to software, source code, design, layout, text, graphics, logos, trademarks, service marks, domain names, audiovisual materials, and any other content, are and shall remain the exclusive property of Citadele. These rights are protected by applicable copyright, trademark, patent, and other intellectual property laws.
- 7.2. By accessing or using the Portal, the User does not acquire any ownership rights or licences other than the limited, non-exclusive, non-transferable right to use the Portal in accordance with these Terms.
- 7.3. You may not copy, reproduce, modify, adapt, translate, distribute, transmit, display, publish, or create derivative works from any part of the Portal or its content.

## **8. Amendments**

- 8.1. The Bank may unilaterally amend these Terms without prior notice. Amended Terms will be published on the Website and take effect from the moment they are published.