

**NB!** These rules apply to service agreements, within which an account with letters "RIKO" (LVxxRIKOxxxxxxxxxxxxxx) in number is opened, managed or serviced, or which specify that primarily an account with such a number is to be used for settlement. In any case these rules apply to any service agreement that contains a reference to these terms.

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**ACCOUNT MAINTENANCE AND  
CARD USAGE RULES  
of Luminor Bank AS**

APPROVED

Edition of 27.09.2017, by the decision of the Management Board of AS DNB banka dated 27.09.2017,  
Effective from 01.10.2017

**TERMS USED IN THE RULES**

The following terms are used in these Rules:

- 1.1.1. **Active Status** – a condition where the Card has not expired, the Card operation is not restricted, suspended or terminated;
- 1.1.2. **Bank** – Luminor Bank AS (registered in the Commercial Register maintained by the Register of Enterprises of the Republic of Latvia; uniform registration number: 40003024725; legal address: Skanstes iela 12, Riga, LV-1013; homepage address in the Internet: www.luminor.lv; electronic mail address: info@luminor.lv);
- 1.1.3. **Banking Day** – every day within the working hours of the Bank on which the Bank performs operations necessary for the execution of the respective Payment;
- 1.1.4. **ATM** – an automated card acceptance terminal for withdrawal of cash, depositing of cash (provided the respective terminal offers such option) and receipt of certain Services;
- 1.1.5. **Debit Card** – an international payment card (debit card) issued by the Bank (also together with Partner), which the Card Holder can use in order to operate with the funds deposited in the Account, to which this payment card is linked. If the Bank has granted to the Customer the Credit Limit available on this Account, the Card Holder may also use the Credit Limit with the Payment Card. Types of the Payment Cards are specified in the List of Conditions;
- 1.1.6. **Security Code** – a three-digit code (CVV2 or CVC2 Code) on the back of the Card in the signature panel, which is used for verification of the identity of the Card Holder when making a Payment with the Card on the Internet;
- 1.1.7. **EEA** – the European Economic Area comprising the Member States of the European Union, Iceland, Liechtenstein and Norway;
- 1.1.8. **European Payment** – a Payment where the engaged payer's payment service provider and beneficiary's payment service provider are located in any of the European Economic Area member states, Switzerland or Monaco and which is made in euro or the national currency of any of the states specified in this sub-Clause;
- 1.1.9. **Internetbank** – the Bank's internetbank (remote access system) which provides the Customer, subject to the agreement on the use of this system (provided such is concluded between the Customer and the Bank), with the option to submit to the Bank Payment Orders and other notices, to receive information and notices from the Bank and to use other services through the Internet and relevant identification means;
- 1.1.10. **Card** – a Debit Card or a Credit Card;
- 1.1.11. **Card Service Point** – any card payment service point, except for an ATM, where the Card is accepted as a mean of payment and the Payment is made by presenting the Card;
- 1.1.12. **Card Replacement** – issuance of a new Card in case of loss, theft, unauthorised use, deterioration, damage or other defect of the previous Card;
- 1.1.13. **Card Renewal** – issuance of a new Card upon expiry of the previous Card by keeping to the new Card the previous Card number;
- 1.1.14. **Card Details** – the information specified on the Card regarding the Card holder, the Card number, the Card expiry date and Security code;
- 1.1.15. **Card Account** – the Customer's card account opened with the Bank, to which the Card is linked, which serves for making Payments and depositing of funds and which number contains letters "RIKO";
- 1.1.16. **Card Holder** – the Customer or a natural person specified by the Customer, who is authorised by the Customer to use the Card pursuant to the Rules and whose name and surname is indicated on the Card;
- 1.1.17. **Customer** – a person who has expressed an intention to open an Account or who has already opened an Account with the Bank;
- 1.1.18. **Code** – a code used to deposit cash in or withdraw cash from the Bank's ATM without the Card;
- 1.1.19. **Activation of the Account** – an activity performed by the Bank resulting from which the Customer is entitled to perform debit Operations in the Account (to operate with the funds in the Account);
- 1.1.20. **Account** – a Current Account or Card Account;
- 1.1.21. **Account Maintenance Agreement** – an agreement between the Parties for opening and maintenance of one or more Accounts. The provisions of such agreement shall be determined by an agreement between the Parties on conclusion of such agreement, or by a document evidencing conclusion of such agreement, by the Rules and other legal enactments applicable in accordance with the Rules to legal relationships arising from the aforementioned agreement between the Parties;
- 1.1.22. **Credit Limit** – the maximum amount permitted by the Bank to be used by the Customer in addition to

the Customer's funds deposited in the Account according to a separate agreement concluded between the Parties;

1.1.23. **Credit Card** – an international payment card issued by the Bank (also together with Partner), which the Card Holder can use in order to operate with the funds deposited in the Account, to which this payment card is linked, and with the Credit Limit available in this Account. The Credit Card may not be obtained without the Credit Limit and insurance, as provided in the Rules. Types of the Credit Cards are specified in the List of Conditions;

1.1.24. **Parties** – the Customer and the Bank (collectively);

1.1.25. **Payment Order** – the Customer's order to the Bank to make a Payment;

1.1.26. **Payment** – an operation with the aim to deliver cash, make cash transfers or withdraw cash through using the Account;

1.1.27. **Payment Rules** – the Payment Rules of the Bank regulating the credit transfers;

1.1.28. **Unauthorised Debit Balance** – a debit balance on the Card Account exceeding the Available Limit that accrued as a result of the Bank's debiting from the Card Account the payments specified in the Rules, if on the Card Account there are no sufficient freely available funds to make such payments;

1.1.29. **Deposit Annual Interest Rates** – the Bank's approved and currently applicable deposit annual interest rates, on the basis of which the Bank shall calculate and pay interest to the Customer, depending on deposit type, currency and maturity;

1.1.30. **Current Account** – the Customer's current account opened with the Bank which contains letters "RIKO" and serves for making Payments and depositing of funds;

1.1.31. **Rules** – these rules (Account Maintenance and Card Usage Rules of the Bank);

1.1.32. **Additional Security Password** – identification code generated by the code calculator issued by the Bank to the Card User for using the Internet Bank or SMS code sent by the Bank as a text message to the Card User to its mobile telephone in accordance to the procedure determined in Bank's Rules on Use of Remote Access Instruments.

1.1.33. **Partner** – a third party with whom the Bank has agreed on cooperation in issuing such Cards that can be used for the receipt of the services offered both by the Bank and by the respective Partner;

1.1.34. **Available Limit** – the amount made up of the Customer's freely available funds in the Card Account and the Credit limit if the Bank has granted to the Customer the Credit Limit;

1.1.35. **Application** – the Customer's application for the receipt of the Code;

1.1.36. **PIN Code** – a code, which is linked to the Card and which is used to check the Card Holder's identity when making Payments and other transactions specified by the Bank by using the Card;

1.1.37. **International Card Organisation:**

1.1.37.1. *Visa Inc*, its subsidiaries and companies otherwise associated with *Visa Inc*;

1.1.37.2. *MasterCard International Incorporated*, its subsidiaries and companies otherwise associated with *MasterCard International Incorporated*;

1.1.38. **Unique Identifier** – the number stated in IBAN format of the Payment recipient's account with the Bank;

1.1.39. **Uzņēmuma banka** – the software application installed in the Bank's system and the Customer's computer which provides the Customer, subject to the agreement between the Parties on the use of this system and software application, with the option to submit to the Bank Payment Orders and other notices, to receive information and notices from the Bank and to use other services through the electronic communication channels;

1.1.40. **Value Date** – a reference time used by the Bank to calculate the interest on the funds debited from or credited to the Account;

1.1.41. **General Terms** - the General Terms and Conditions of the Bank.

1.2. The terms used in the Rules that are not explained in the Rules correspond to the terms used in the General Terms.

## 2. GENERAL ISSUES

2.1. The Rules govern legal relationships between the Parties in relation to the Account maintenance and Card usage.

2.2. The legal relationships between the Parties that are related to the Account maintenance and Card usage shall be also governed by the List of Conditions, the General Terms, the Payment Rules and the provisions of the Service Agreements concluded between the Parties in relation to the Account maintenance and Card usage.

2.3. In addition to the documents mentioned in Clause 2.2, provisions of International card organisations shall apply to the legal relationships between the Parties related to the usage of the Cards (according to the type of the Card), as long as they apply to the legal relations between the Parties related to the Account maintenance and Card usage.

2.4. The Bank has the right to unilaterally amend the Rules in accordance with the General Terms.

2.5. When providing Account and Card maintenance, the Bank identifies the Customer, the Customer's representative and the Card Holder in conformity with provisions of the General Terms, the Rules and provisions of Service Agreements regulating use of Means of Distance Communication. The Customer, the Customer's representative and the Card Holder shall be obliged to present the data and documents requested by the Bank for the purposes of verification of the identity.

### **3. ACCOUNTS**

#### **3.1. Opening of the Account**

3.1.1. Prior entering into the Account Maintenance Agreement the Customer is obliged to become acquainted with the provisions of the Account Maintenance Agreement and to submit to the Bank the required information and documents necessary for the conclusion of the Account Maintenance Agreement. The Account Maintenance Agreement shall be considered concluded at the moment when the Bank has opened the first Account for the Customer and has approved the conclusion of the Account Maintenance Agreement.

3.1.2. After entering into the Account Maintenance Agreement and reviewing and accepting of the documents submitted by the Customer the Bank shall activate the opened Account. The Bank reserves the right to refuse to activate the Account.

3.1.3. Several Accounts may be opened for the Customer under the Account Maintenance Agreement. For making Payments and depositing funds in various currencies the Customer shall open a separate Account for each currency. The Customer may apply for opening of an Account only in currencies determined by the Bank. The Bank performs Operations in the currency for which the respective Account is opened.

3.1.4. During the effective period of the Account Maintenance Agreement the Bank shall open an Account for the Customer upon the Customer's request and perform the Activation of the Account simultaneously with opening of the Account, except the Card Account, commencement of the use whereof the Bank ensures no later than on the next Banking Day after opening the Card Account. In case the Bank has requested additional documents, the Bank shall perform the Activation of the Account after reviewing and accepting of the documents submitted by the Customer.

3.1.5. The Bank has the right without the Customer's request to open the Current Account for the Customer in order to ensure fulfilment of an order of a public institution, public official or other person equivalent to a public institution or a public official, which is submitted with regard to Customer's deposits with the Bank, and which the Bank is obliged to fulfil in accordance with the provisions of the regulatory enactments. Such Current Account may only be used for receipt and disposal of the funds credited to the Current Account by the Bank, and the Customer is not authorised to use the Current Account for other purposes. The Bank has the right to determine for the Customer other restrictions on the use of such Current Account, to the extent that such restrictions are necessary to ensure fulfilment of a respective order, and to close such Current Account, if in the Bank's opinion its further maintenance for the above purpose is no longer needed.

#### **3.2. Use of the Account**

3.2.1. The Bank is entitled to accept any payment or transfer to the Customer's Account without the Customer's consent.

3.2.2. The Customer may operate with the Funds in the Account and make Payments in accordance with the Rules, Payment Rules and other Service Rules and the Service Agreement that regulates making of Payments.

3.2.3. The Bank shall debit the Account for the Funds subject to the Payment Order, for the payment of the Service Fees and other payments due to the Bank, and in other cases subject to the Rules or regulatory enactments.

3.2.4. The Customer or the Customer's representative shall prove his/her authority to use the Account. The Bank is not obliged to accept and execute a Payment Order or perform an Operation if the Customer or the Customer's representative does not prove his/her authority to use the Account or if there is a reason to believe that the person intending to use the Account is not authorised to do so. In this case the Bank's refusal to accept or execute a Payment Order or perform an Operation shall not be considered as breach of the Bank's obligations and the Bank shall not be responsible for the loss caused as a result of the Bank's refusal to accept or execute the Payment Order and/or perform the Operation.

3.2.5. The Customer is entitled to operate only with the Funds freely available on the Customer's Account, if not otherwise agreed between the Parties or accepted by the Bank.

#### **3.3. Temporary Current account**

3.3.1. Upon foundation of a capital company, before it is registered with the Commercial Register maintained by the Register of Enterprises of the Republic of Latvia (hereinafter – the Commercial Register), the founders may open a temporary Current Account with the Bank on behalf of the capital company to be founded in order to deposit the founders' monetary contributions to the equity capital with the Bank.

3.3.2. For opening a temporary Current Account, the founders of the capital company shall submit to the Bank an application in the format requested by the Bank and other documents requested by the Bank.

3.3.3. Dealing with the equity capital in the temporary Current Account is prohibited until the capital company is registered with the Commercial Register, except for the case provided by the sub-Clause 3.3.5.

3.3.4. After the capital company is registered with the Commercial Register and the capital company has duly executed and submitted to the Bank documents required by the Bank for opening of an Account and for identification of the capital company and the Parties have concluded the Account Maintenance Agreement, the Bank shall modify the temporary Current Account into a permanent Current Account. The Bank will review the documents submitted to it and perform the Activation of the Current Account pursuant to the provisions of Clause 3.1.

3.3.5. If founding the capital company is terminated before its registration with the Commercial Register regarding what the founders submit to the Bank written notice, the Bank pays out the monetary contributions to the equity capital deposited into the temporary Current Account in accordance with the written instructions

of the founders

### **3.4. Card Account**

3.4.1. Once the Customer has applied for the Card, the Bank will open the Card Account for the Customer before issuing the Card in accordance with the terms and conditions stipulated in Clause 3.1.

3.4.2. In addition to what is stated in Clause 3.2.2 the Customer may operate with the Funds in the Card Account through making Payments with the Card. To the Payments made from the Card Account otherwise than with the Card the provisions of Clause 3.2 shall apply. The Bank may determine that the Customer - legal entity - may operate with the Funds in the Card Account only by using the Card linked to the Card Account.

3.4.3. The Bank may determine that in order to be able to make Payments from the Card Account the Customer shall ensure that at least one of the Cards linked to the Card Account has the Active Status. In such case, if none of the Cards linked to the respective Card Account have the Active Status, the Customer is not able to make Payments from the Card Account.

3.4.4. The Customer is entitled to perform Operations in the Card Account only within the Available Limit.

3.4.5. When debiting from the Card Account the amounts of Payments made with the Card, Service Fees and other payments due to the Bank, that have matured (including interest accrued for the use of the Credit Limit or for delay of repayment of the used amount of the Credit Limit or the Unauthorised Debit Balance), the Bank may create or increase the Unauthorised Debit Balance in the Card Account for the amount necessary to make such payments, if there are not enough freely available funds in the Card Account for such payments. The Customer can receive the information about the Unauthorised Debit Balance in accordance with the provisions of Section 5.

3.4.6. If the Customer overdraws the Available Limit, the Customer should immediately repay to the Bank the amount of the Unauthorised Debit Balance. Failure to fulfil this obligation shall oblige the Customer to pay to the Bank the interest computed at the rate of 36% (thirty six percent) per annum on the Unauthorised Debit Balance. The interest shall be accrued for each day the Unauthorised Debit Balance remains outstanding. The interest accrued in a calendar month shall be payable on the first day of the following calendar month. Provisions of this Clause shall be applicable subject to the restrictions regarding the amount of interest which are set out in accordance with the regulatory enactments.

3.4.7. If the Bank has granted to the Customer the Credit Limit, the Customer shall comply with the terms of the agreement on assignment of the Credit Limit concluded between Parties. If the maturity date of the interest payment on the loan granted to the Customer by the Bank is not specified in the agreement on assignment of the Credit Limit concluded between the Parties, the Customer shall pay the interest on the respective loan every month on the first date and on the expiry date of the respective agreement on assignment of the Credit Limit.

### **3.5. Payments**

3.5.1. To initiate a Payment the Customer shall complete and submit to the Bank a Payment Order. The Customer may submit the Payment Order to the Bank directly or through the Payment beneficiary by using the Card. Credit transfers are regulated by the Payment Rules.

3.5.2. The Customer shall give the consent to execute the Payment prior to the execution of the Payment. Having agreed so with the Bank, the Customer may also provide such consent after the execution of the Payment.

3.5.3. In cases where the Bank has requested additional documents from the Customer in accordance with the Rules, the Bank is entitled not to start the execution of the Payment Order before the Customer provides the documents requested by the Bank.

3.5.4. The Bank may determine limits in the event of exceeding of which the Bank may request additional confirmation from the Customer for executing the Payment Order prior to the execution of the Payment Order.

3.5.5. The Customer shall ensure free availability of sufficient funds in the Account from which the Payment shall be made for fulfilling all Payment Orders submitted to the Bank and for payment of Service Fees related thereof, interest and other sums due to the Bank.

3.5.6. The Bank is not obliged to execute a Payment Order if the funds in the respective Account are insufficient for the execution of the Payment Order and payment of Service Fees related thereof, interest and other sums due to the Bank, or if the Customer fails to present the confirmation mentioned in sub-Clause 3.5.4, as well as in other cases provided in the rules established by the Bank.

3.5.7. If several Payment Orders are submitted to the Bank for total amount exceeding the amount of funds freely available in the Customer's Account and the Customer has not asked the Bank to execute such Payment Orders in a particular sequence, the Bank is free to prioritise the execution of the Payment Orders at its own discretion.

3.5.8. Should the Customer or the Card Holder fail to comply with the Rules or other legal enactments applicable to the legal relationships between the Parties in respect of the execution of Payments, or the execution of the Payment Order is prohibited by the applicable legal enactments, the Bank may refuse the execution of the Payment Order.

3.5.9. The Bank ensures for the Customer an opportunity to receive information on the Bank's rejection to execute the Payment Order and – to the extent possible to the Bank – on the reasons of such rejection and about the procedure of correction of faults that caused such rejection, as soon as possible, but no later than within the term of execution of the respective Payment Order, unless provision of such information is prohibited by the regulatory enactments of the Republic of Latvia. The Customer may receive the information

mentioned in this Clause in the Internetbank, Uzņēmuma banka and/or upon request at the Places of Service. The Bank may also provide to the Customer the information mentioned in this Clause by contacting the Customer by phone or using other Means of Distance Communication.

### **3.6. Operations with cash**

3.6.1. The Card Holder may use the Card to withdraw cash from the Account, to which the respective Card is linked, in the ATM or at the Card Service Point where this service is available. In such case the Card Holder uses the Card and the PIN Code for his or her identification and confirmation of the respective Payment.

3.6.2. The Customer may withdraw cash from his or her Account in certain Bank's ATMs by using the Code. Withdrawal of cash from the Account using the Code shall be also subject to the conditions of Clause 3.7.

3.6.3. The Card Holder may deposit cash on the Customer's account with the Bank using the Card (having chosen any of the respective Customer's accounts offered for that purpose in the ATM) by depositing cash in certain Bank's ATMs offering such option. In such case the Card Holder uses the Card and the PIN Code to confirm his or her identity and the respective Payment.

3.6.4. The Customer may deposit cash in his or her Account in certain Bank's ATMs using the Code. The conditions of Clause 3.7 shall also apply to cash deposits in the Account using the Code.

3.6.5. If the Customer uses the ATM to deposit Funds in the Account or withdraw Funds from the Account, the currency of which differs from the currency of the deposited or withdrawn Funds (respectively), the Bank performs the exchange of such Funds by depositing in the Account the amount of Funds resulting from the currency exchange or by disposing to the Customer the amount of Funds resulting from the currency exchange (respectively). In such cases the Bank's currency exchange rate effective at the time of the respective currency exchange shall apply. If cash is withdrawn from the ATM or at the Card Service Point using the Card, the Bank performs the currency exchange according to the conditions of Sub-clauses 4.6.2-4.6.5.

3.6.6. The Customer confirms a cash withdrawal from the Account or deposit in the Account by performing a respective Operation in the ATM. Disbursement of cash from the Account or deposit of cash in the Account after the performance thereof in the ATM is irrevocable. The Bank ensures that the amount of cash deposited in the Account is available to the Customer immediately after the amount of cash has been deposited in the Bank's ATM.

3.6.7. The Customer and the Card Holder may deposit cash in or withdraw it from the Account in the currencies and notes in which cash deposits or withdrawals are offered in the respective ATM or at the respective Card Service Point, with consideration of the cash deposit or withdrawal limits set forth in the List of Conditions.

3.6.8. Information on the locations of the Bank's ATMs, opening hours and other additional information regarding cash deposits or withdrawals in the Bank's ATMs is available on the Bank's homepage, by calling the Bank's hotline 1880 or +371 6717 1880 or at the Place of Service during the Bank's opening hours.

### **3.7. Cash Operations with the Code**

3.7.1. The Customer applies to receive the Code by signing the Application and submitting it to the Bank at the Place of Service or via Internetbank. The Code consists of a sequence of digits chosen by the Customer, indicated in the Application and a sequence of digits allocated by the Bank, which the Bank sends via an SMS to the telephone number indicated for this purpose in the Application, or where the Application is submitted via the Internetbank it is made available to the applicant in the Internetbank. The Bank is entitled to set forth cases in which the part of the Code assigned by the Bank shall be sent only via an SMS.

3.7.2. If the Customer is a natural person, only the Customer himself or herself, or the Customer's representative whose documents confirming such representation have been submitted to the Bank and who submits the respective Application to the Bank on behalf of the Customer, may deposit or withdraw cash (above and hereunder in Clause 3.7 – Operations or each separately – Operation). If the Customer is a legal person, the Operation may be performed by the Customer's representative whose documents confirming such representation have been submitted to the Bank and who submits the respective Application to the Bank on behalf of the Customer at the Place of Service, or where the Application is approved and submitted via the Internetbank – any person authorised to receive Services on behalf of the Customer as users of the Internetbank.

3.7.3. The Code is valid by the end of the day, when the Application was submitted (23:59). During the validity period of the Code, the Code can be used to make several respective Operations, the total amount of which does not exceed the Operation amount indicated in the Application.

3.7.4. When the Application for cash disbursement is submitted to the Bank, the Account is not debited for the Operation amount indicated in the Application and no restrictions are set for the Customer with regard to the Operations with the Funds.

3.7.5. The Code will not be allocated for cash withdrawals from an Account, which is blocked or in which operations with Funds are otherwise restricted or suspended. Furthermore, the Bank is entitled to restrict cash deposit by using the Code in the Account opened in accordance with the procedure laid down in Sub-clause 3.1.5.

3.7.6. Unless another agreement exists between the Customer and the Bank, the limits indicated by the Bank in its List of Conditions shall apply to the Operations. Where the Application has been submitted via the Internetbank, the Operation of cash disbursement shall be also subject to the limits valid for the use of the Internetbank (the payment limit and the daily limit), which are set forth under the agreement on the use of the

Internetbank entered into between the Customer and the Bank.

3.7.7. The Customer shall be responsible for the correctness of the phone number indicated in the Application for the purposes of receiving the part of the Code assigned by the Bank.

3.7.8. For security reasons, the part of the Code, which is chosen by the Customer, shall not be easy to guess. The Customer and the Operation carrier shall not record and store both parts of the Code together in an easily identifiable way. The Customer and the Operation carrier are obliged to store the Code in secret, as well as to prevent the Code from falling into the possession of a third party.

3.7.9. Only the Operation carrier indicated in the Application has the right to carry out the Operation. The Customer and the Operation carrier have no right to transfer the Code to a third party. The person who chooses the Customer's part of the Code upon executing the Application in the Internetbank shall deliver it directly to the person indicated in the Application as the person who performs the respective Operation (where the Operation carrier and the person who executed the Application in the Internetbank are not the same person).

3.7.10. If the Code has become known to a third party or the Customer or Operation carrier suspects that the Code has fallen into the possession of a third party, the Customer or the Operation carrier shall immediately notify the Bank thereof by calling the Bank at 1880 or +371 6717 1880, or at a Place of Service during the Bank's Working Hours.

3.7.11. On the date of submission of the Application the Customer is entitled to revoke (order the Bank to block) the Code, if it has not been used yet or has been used to credit or withdraw (respectively) only part of the Operation amount indicated in the Application. The Customer shall notify the Bank of the revocation of the Code through Internetbank, by calling the Bank at 1880 or +371 6717 1880, or at a Place of Service during the Bank's Working Hours. The Code, which was ordered by submitting the Application at a Place of Service, cannot be revoked via Internet bank. When accepting a revocation of a Code, the Bank is entitled to verify the Customer's identity using the Customer's name, surname and personal number or other information available to the Bank and the Customer.

3.7.12. For security reasons or if the Customer fails to comply with the provisions of the Account Maintenance Agreement, or if the Bank has suspicion of unauthorised use of the Code or fraudulent activities, the Bank shall have the right to block the Code and halt its further use without prior notice.

3.7.13. The Bank has the right not to accept the Application if the Service Fee for the completion of the Application exceeds the amount of freely available Funds in the Account (where a cash withdrawal is applied for) or if any of the limits set for the use of the Internetbank and/or the cash Operation limits set forth in the List of Conditions are exceeded as a result of the respective Operation.

3.7.14. The Bank may refuse performance of an Operation in following cases:

3.7.14.1. The Code is incorrectly entered in the ATM;

3.7.14.2. Information regarding the Operation as entered in the ATM differs from the information regarding the Operation indicated in the Application;

3.7.14.3. The Account is blocked or restrictions have been imposed on operations with the Funds in the Account;

3.7.14.4. In the event of a cash withdrawal Operation the amount of free Funds available in the Account is not sufficient for the disbursement of the requested amount of the Operation and the Service Fee for the Operation.

### **3.8. Interest payable by the Bank**

3.8.1. The Bank shall pay interest to the Customer for the funds deposited in the Account pursuant to the interest rate determined in conformity with the effective Deposit Annual Interest Rates (provided such rate has been specified according to the Deposit Annual Interest Rates). The Bank states the minimum Account credit balance on which the Bank calculates and pays interest to the Customer. The Deposit Annual Interest Rates and the information related thereof are available to the Customer during the Bank's Working Hours at the Places of Service and on the Bank's Website.

3.8.2. The Parties may agree on an interest rate that differs from the effective Deposit Annual Interest Rates.

3.8.3. The interest for the funds deposited in the Account shall be calculated for every calendar day provided the Account balance at the end of the respective calendar day is not less than the minimum amount for interest accrual as determined by the Bank.

3.8.4. The interest for the Funds deposited in the Account shall be calculated on the basis of a year which is deemed to have 365 (three hundred sixty-five) days.

3.8.5. The Bank shall transfer the interest accrued to the Account pursuant to the procedure established by the Bank once a month and at Account closure.

3.8.6. The Bank is entitled, according to changes in money market, to amend unilaterally the Deposit Annual Interest Rates. The Bank informs the Customer about the amendments of the Deposit Annual Interest Rates by making the amendments available at the Places of Service, on the Bank's Website or in any other manner before entry into force of the amendments. The Bank may, with good reason, make amendments to the Deposit Annual Interest Rates without prior notice to the Customer. If the Customer does not agree to the amendments, the Customer is entitled to withdraw unilaterally from the Account Maintenance Agreement in accordance with the Rules.

3.8.7. After the amount of Funds deposited in the Account in Latvian lats is translated to euro as a result of introduction of euro as the official currency of the Republic of Latvia, the Bank is entitled to calculate and pay interest on the Funds deposited in the Account in Latvian lats pursuant to the interest rate which the Bank

applies when calculating the interest on the balance of Funds in the Account in euro and which is specified in the effective Deposit Annual Interest Rates as at the date of interest accrual.

## **4. CARDS**

### **4.1. Issuance of the Card**

4.1.1. In order to receive the Card, the Customer and the Card Holder shall submit to the Bank the Bank's requested information and documents that are necessary for receipt of the Card.

4.1.2. The Bank either issues the Card at the Place of Service or sends it by mail to the address indicated by the Customer and the Card Holder at the discretion of the Customer and the Card Holder. The Bank reserves the right to refuse sending of the Card by mail and to issue it only at the Place of Service.

4.1.3. Where the Customer and the Card Holder have preferred to receive the card at the Place of Service, the Bank issues the Card to the Customer or the Card Holder together with a PIN Code in a sealed envelope. The Customer's or the Card Holder's confirmation of the receipt of the Card shall be also regarded as a confirmation of receipt of the PIN Code.

4.1.4. Where the Customer and the Card Holder have preferred to receive the Card by mail, the Bank sends a Card with the non - Active Status to the address indicated by the Customer and the Card Holder. In such case the Card User shall activate the Card in the Internetbank in accordance with the Card activation procedure specified by the Bank or at the Place of Service and receive the PIN code in the Internetbank.

4.1.5. By requesting the Card to be sent by mail the Customer and the Card Holder is aware of and undertakes the risk related to sending the Card by mail and receipt of the PIN code in the Internetbank. The Bank is not liable for loss that the Customer or the Card Holder may incur as a result of delayed delivery, loss or damage of the Card or due to falling of the Card at the disposal of a third party, or due to other reasons beyond the control of the Bank.

4.1.6. Upon receipt of the Card, the Card Holder shall sign the signature panel on the Card.

4.1.7. The Customer or the Card Holder shall collect the Card (where the Card should be received at the Place of Service) or the card Holder shall activate the Card (where the Card has been sent by mail) within a period of time, which consists of the number of days remaining to the end of the month in which the Card has been ordered and 2 (two) calendar months following the month of production of the Card, but in any case not later than within 90 (ninety) days after application for the Card. In case of the failure to fulfil this obligation the Bank shall have the right to terminate the validity of the Card and destroy the Card if it is at the Bank's disposal. Destruction of the Card or the Customer or the Card Holder's refusal to collect the produced Card or the failure to activate it does not release the Customer from the obligation to pay to the Bank the Service Fee for production or replacement of the Card (respectively) and for the delivery of the Card.

4.1.8. The Customer and the Card Holder shall inform the Bank if the Card that the Customer and the Card Holder have chosen to receive by mail is not timely received.

### **4.2. Use of the Card**

4.2.1. The Card is the property of the Bank issued for the use by the Card Holder. Only the Card Holder may make Payments with the Card. The Customer and the Card Holder shall not allow any third party to use the Card.

4.2.2. The Card Holder may make Payments with the Card only within the Available Limit set for the respective Card Account and within limits imposed on the use of the Card in accordance with the Rules.

4.2.3. The Bank may establish limits on Payments with the Card (e.g., maximum limits on Payments in a certain period of time) specifying such limits in the List of Conditions.

4.2.4. The Customer may, by agreeing with the Bank, determine individual Card usage limits.

4.2.5. Upon making Payments with the Card at a Card Service Point, the Card Holder may approve the Payment by signing a respective document confirming the Payment. At the Card Service Point providing the PIN Code verification the Card Holder shall use the PIN Code to approve the Payment.

4.2.6. Using the Card in an ATM the Card Holder may make certain Payments and other transactions available in the ATM (for example, submit to the Bank Service applications, enter into the Service Agreements). When Payments or other transactions are made in the ATM, the Card and PIN Code are used to verify the Card Holder's identity before making the appropriate transaction. The transaction made in the ATM after the verification of the Card Holder's identity is considered to be approved by the Card Holder.

4.2.7. At the Card Service Point correspondingly equipped, for a Card User to confirm a Payment made by the Card, it may be enough that the Card User approximates the Card to the Card acceptance device without the need for the Card User to sign a Payment confirmation document or enter the PIN Code. Making Payments in accordance to the procedure envisioned herein is possible only using Cards for which the Bank has ensured such functionality of making Payments. The extent of each Payment made in line with this procedure (hereinafter also – Small Amount Contactless Payment) must not exceed the maximum extent of such Payment determined by the Bank and which must not exceed the corresponding limits determined by the International Cards Organisation within whose established, managed or controlled system the concerned Card has been issued. To verify the identity of a Card User, the Bank may, time to time, request the Card User to confirm the Small Amount Contactless Payment with the PIN Code. The Customer or the Card User may disable the Card functionality ensuring the option of making Small Amount Contactless Payments and restore it again pursuant to the procedure established by the Bank.

4.2.8. Upon making Payments with the Card at a self-service automat (except ATM), the Card Holder may approve the Payment by placing the Card in the respective self-service automat.

4.2.9. When making Payments with the Card on the Internet Card Details can be used for verification of the identity of the Card Holder and approval of the Payment. For verification of the identity of the Card Holder in addition to the Card Details the Card Holder can be also requested to approve the Payment with the Additional Security Password. Payments for approval of which Additional Security Password is requested may not be made by the Card Holder that is not user of the Internetbank. The Card User may disable the Card functionality of making Payments on the Internet and restore it again pursuant to the procedure established by the Bank.

4.2.10. If the Payment or other transaction made with the Card is approved in any of the manners mentioned in sub-Clauses 4.2.6 – 4.2.9, such approval shall be regarded as the Card Holder's consent to execute the transaction and such consent shall be equal as to its legal force to a document confirming the transaction which is personally signed by the Card Holder.

4.2.11. Before approval of the transaction the Card Holder shall make sure that the amount indicated in the document confirming the transaction is correct. The Card Holder should not approve the transaction, if the amount of the Payment is not indicated in the document confirming the transaction or is indicated incorrectly.

4.2.12. Upon making transactions with the Card, the Card Holder shall ensure that the Card is used for making transactions only in the present of the Card Holder and upon request of the person accepting the Card, shall present his/her personal identification document.

4.2.13. The Card Holder cannot withdraw the Payment Order (his/her approval of the execution of the Payment) after he/she has submitted the same to the beneficiary of the Payment, except where the Card Holder has agreed on such option with the Bank and the consent of the beneficiary of the Payment has been obtained.

4.2.14. The Customer and the Card Holder shall not use the Card for any illegal purposes.

4.2.15. The Card Holder is obliged to keep all documents confirming the transaction made with the Card until the Customer or the Card Holder checks the information on the Operations performed in the Account and makes sure that it is correct.

4.2.16. The Customer may at any time instruct the Bank to suspend or terminate the operation of the Card. If the Customer wants to terminate the Card Holder's right to use the Card on behalf of the Customer, the Customer shall immediately notify the Bank and instruct the Bank to suspend or terminate the operation of the Card.

4.2.17. For security reasons or if the Customer and/or the Card Holder fails to comply with the provisions of the Account Maintenance Agreement, or if the Bank has reasonable suspicion of unauthorised use of the Card or fraudulent activities, or where there is a Credit Limit available with the Card and the risk of the Customer not being able to perform his payment obligations has considerably grown, the Bank shall have the right without prior notice to restrict or suspend the operation of the Card. The Bank shall inform the Customer on the restriction or suspension of the operation of the Card and the reasons thereof by telephone or otherwise in the manner agreed on between the Bank and the Customer, except for the cases stipulated by the regulatory enactments.

4.2.18. For security purposes the Bank or a person accepting the Card for the Payment shall have the right to refuse to service the Card and/or to retain it. The Card can also be retained, if when using the Card in the ATM or at a Card Service Point an incorrect PIN Code has been entered three successive times. A retained Card shall not be returned to the Card Holder or the Customer, unless otherwise agreed by the Parties.

4.2.19. If when using the Card at the Card Service Points an incorrect PIN code has been entered five successive times, for security reasons the Bank shall have the right to restrict the Card Holder's possibility to use the PIN Code for further approval of Payments at the Card Service Points. The PIN Code, usage of which is restricted by the Bank in accordance with the provisions of this sub-Clause, cannot be renewed.

4.2. 209. Upon receipt of the Bank's instruction to terminate the usage of the Card, or if any of the Parties unilaterally withdraws from the Account Maintenance Agreement, the Customer shall stop using the Card and prevent the Card Holder authorised by the Customer (if any) from using the Card immediately as well as follow further instructions of the Bank in that regard.

4.2.21. The Bank shall be entitled to refrain from execution of Payments made with the Card in any of the following cases:

4.2.21.1. if the Available Limit of the Card Account would be exceeded upon executing the Payment and/or debiting the relating Service Fee;

4.2.21.2. if the execution of the Payment would lead to exceeding of the limits imposed on the use of the Card established according to the Rules;

4.2.21.3. if operation of the relevant Card is restricted, suspended or terminated;

4.2.21.4. if the Account, to which the Card is linked, is blocked or Operations with the funds in the Account has been otherwise restricted or suspended;

4.2.21.5. if the incorrect PIN Code has been used or there is a suspicion with regard to the authenticity of the Card and/or the identity of the person using the Card;

4.2.21.6. in case of errors made by a third party servicing the Payment;

4.2.21.7. in other cases provided by regulatory enactments of the Republic of Latvia;

4.2.22. When the Card is expired or the operation of the Card has been terminated, the Card Holder shall immediately destroy the Card or return it to the Bank for destruction.

4.2.23. If the operation of the Card has been suspended in accordance with the Rules, the Bank shall continue charging the Service Fee for servicing of the Card until termination of the operation of the respective Card. The operation of the Card may be terminated on the basis of a respective instruction of the Customer or



in other cases in accordance with the Rules

4.2.24. If provisions and/or the Service Fees other than those mentioned in the Rules and the List of Conditions are applied to the Card, then, as soon as the Bank has become aware of termination of the circumstances underlying the application of such provisions and/or the Service Fees, the Bank shall be entitled to apply to the respective Card the provisions and Service Fees mentioned in the Rules and the List of Conditions. The Bank shall notify the Customer of such changes by SMS to the Customer's mobile phone number known to the Bank or via other Means of Distance Communication.

#### **4.3. Keeping the card and the PIN code**

4.3.1. Upon receipt of the Card and the PIN Code the Card Holder shall memorise the PIN Code and destroy the PIN envelope where the Card has been received together with the PIN code envelope at the Place of Service. The PIN code is not subject to change. The Card Holder may apply for a PIN code reminder for the Service Fee indicated in the List of Conditions, provided the Bank ensures such Service for the particular Card. The Card Holder shall keep the Card, the Card Details and the PIN Code with due care and take any and all steps to ensure the safe keeping of the Card, the Card Details and the PIN Code, as well as shall prevent falling of the Card, the Card Details and/or the PIN Code into possession of the third party. The Card Holder shall not record the PIN Code in an easily recognisable form, including on the Card or on any other item carried with the Card, or disclose the PIN Code or the Card Details to any third party.

4.3.2. The Customer or the Card Holder shall immediately inform the Bank of the loss, theft of the Card, the Card Details or the PIN Code or loss of actual possession thereof in any other way, as well as if the Card is damaged, or if the Customer or the Card Holder have the grounds to consider that the PIN Code or the Card Details have come to a third party's knowledge. The Customer or the Card Holder shall immediately inform the Bank thereof by calling the Bank at 1880 or +371 67171880 or at another telephone number designated by the Bank for this purpose or by submitting a written notice to the Bank at the Places of Service during the Bank's Working Hours. From abroad the Card Holder may inform the Bank of the circumstances mentioned in this sub-Clause through any other bank abroad handling payment cards of the respective brand. Upon receipt of the notice of the circumstances mentioned in this sub-Clause from the Customer or the Card Holder, the Bank shall suspend the operation of the respective Card.

4.3.3. The Card Holder shall keep the Card apart from high temperature, strong electromagnetic field and the mobile telephone set, as well as shall protect the Card from mechanical damages.

#### **4.4. Card Password and its use**

4.4.1. When signing the documents related to ordering the Card, the Card Holder shall indicate to the Bank a password (hereinafter in this Section referred to as the Card Password) to be used for verification of the identity of the Card Holder, when the Card Holder contacts the Bank by phone on issues related to the use of the Card. The Bank shall verify the identity of the Card Holder by the Card Holder's name, surname, personal identity code and the Card Password.

4.4.2. If the Card Holder and the Customer is one and the same person, then the Card Password can also be used for verification of the identity of the Customer in the frame of the Contact Centre Services in accordance with the General Terms when providing to the Customer the information related to the Services or when performing transactions related to the Services over the phone.

4.4.3. The Card Holder shall keep the Card Password in secret and ensure that it is not available and would not be disclosed to third persons. If the Card Password has become known to a third person or if the Card Holder suspects that a third person has access to the Card Password, the Card Holder is obliged to immediately notify the Bank regarding it. When the notice mentioned in this Clause is given by telephone, the Bank shall have the right to verify the identity of the Card Holder by the Card Holder's name, surname and personal identity code or any other information available to the Bank and the Card Holder. Upon receipt of such notice, the Bank shall immediately cease verification of the Cardholder's identity by the respective Card Password.

#### **4.5. Card validity, renewal and replacement of the Card**

4.5.1. The Card expiry date is indicated on the Card. The Card is valid until the last date (included) of the month specified on the Card.

4.5.2. Upon expiry of the Card, the Bank shall renew the Card with a new expiry date by issuing a new Card, unless the Customer or the Card Holder has ordered to the Bank the contrary at least 1 (one) month prior to the Card expiry date. In the event of renewal of the Card the Customer or the Card Holder shall choose the manner of receipt of the Card. To receive a renewed Card the provisions of Sub-clauses 4.1.2-4.1.8 shall apply considering that the period for the receipt of a renewed Card at the Place of Service or for the activation thereof shall be 2 (two) calendar months after the expiry of the previous Card. Activation of the renewed Card automatically terminates the validity of the previous Card, if the term of validity thereof has not yet expired upon the activation of the renewed Card.

4.5.3. In the event of renewal of the Card the Bank shall keep the PIN code of the previous Card and will not repeatedly issue a PIN code to the Customer or the Card Holder (where the bank provides such Service for

the respective Card).

4.5.4. The Bank is entitled not to renew the Card by notifying the Customer – the Consumer – at least 2 (two) month in advance.

4.5.5. The Bank is entitled not to renew the Card without prior notice to the Customer – the Consumer – in any of the following cases:

4.5.5.1. the event has occurred, which pursuant to the Rules is the basis for the suspension or termination of the operation of the Card;

4.5.5.2. the operation of the Card is suspended or terminated;

4.5.5.3. no Operations have been made by the Card Holder with the Card during the previous 3 (three) calendar months before the Card expiry date (excluding the last calendar month before the Card expiry date);

4.5.5.4. The Customer has overdue payment obligations towards the Bank (including an Unauthorised Debt Balance in the Account to which the Card is linked).

4.5.6. If the Customer is not a Consumer, the Bank is entitled not to renew the Card without prior notice to the Customer.

4.5.7. The Customer or the Card Holder may apply to the Bank to replace a current Card with a new Card. Having received an application for replacement of the Card, the Bank shall terminate the operation of the current Card, if it has not been terminated before in accordance with the Rules. Where the name or surname of the Card Holder indicated on the Card has changed, the Card Holder shall apply for replacement of the Card. The Customer shall pay to the Bank the Service Fee for the Card replacement in accordance with the List of Conditions. In the event of replacement of the Card the Customer or the Card Holder shall receive the Card according to the provisions of Sub-clauses 4.1.2-4.1.8, taking into account that the manner of receipt of the Card is chosen by the Customer or the Card Holder.

#### **4.6. Settlements connected with the usage of the Card**

4.6.1. The Bank shall debit the amount of the Payment made with the Card and the charges related thereto from the Account to which the Card is linked, no later than on the following Banking Day after the Bank receives information on the Payment from the respective International Card Organisation or other payment processing centre that processes the respective Payment.

4.6.2. If the Payment with the Card is made in euros, but the currency of the Account linked to the Card is not euros, the Bank shall convert the Payment amount in euros to the currency of the Account linked to the Card in accordance with the currency exchange rate effective when the Bank processes the Payment

4.6.3. If the Payment with the Card is made in a foreign currency other than the currency of the Account linked to the Card, the Payment amount shall be first converted to euros in accordance with one of the following currency exchange rates:

4.6.3.1. if the Payment is processed by any of the International Card Organisations, a currency exchange rate imposed by the respective International Card Organisation and effective when the respective International Card Organisation processes the Payment shall apply;

4.6.3.2. if the Payment is processed by other payment processing centre, the Euro Foreign Exchange Reference Rate published by European Central Bank shall apply subject to the provisions on application of this rate set out in the General Terms;

4.6.3.3. if the Payment is processed within the Bank, the currency exchange rate imposed by the Bank and effective when the Bank processes the Payment shall apply.

4.6.4. If in case stipulated in sub-Clause 4.6.3 the currency of the Account linked to the Card is not euros, after exchange of the Payment amount currency to the euros in accordance with the provisions of sub-Clause 4.6.3 the received Payment amount in euros shall be converted to the currency of the Account linked to the Card according to the currency exchange rate imposed by the Bank and effective when the Bank processes the Payment.

4.6.5. If the Payment with the Card is made in a currency other than the currency of the Account linked to the Card, the Customer shall pay to the Bank for exchange of the Payment amount currency to the currency of the Account linked to the Card the currency exchange fee charged by the Bank in accordance with the List of Conditions. When performing currency exchange, the currency exchange fee shall be added to the currency exchange rate.

4.6.6. At the moment of execution of the Payment with the Card the Bank may reserve the amount of the Payment and the fees related thereto in the Account linked to the Card and restrict usage of such amounts until the amount of the Payment is debited from the Account in accordance with the provisions of the sub-Clause 4.6.1, but for no longer than 30 (thirty) days after the date of the respective Payment with the Card. When reserving the Payment amount, the currency whereof differs from the currency of the Account linked to the Card, the currency exchange rate set in accordance with sub-Clauses 4.6.2 - 4.6.5 and valid at the moment of Payment shall apply.

4.6.7. The Customer shall ensure free availability of the amount required for paying the amount of the Payment made with the Card, corresponding fees and other sums payable to the Bank in the Account, to which the respective Card is linked.

4.6.8. The provisions of the application of the Bank's exchange rate are determined in the General Terms.

4.6.9. The information on the currency exchange rates imposed by the International Card Organisations and any changes thereof is available on the website of the respective organisation:

4.6.9.1. Visa Inc – [www.visaeurope.com/en/cardholders/exchange\\_rates.aspx](http://www.visaeurope.com/en/cardholders/exchange_rates.aspx);

4.6.9.2. MasterCard International Incorporated– [www.mastercard.com/global/currencyconversion/index.html](http://www.mastercard.com/global/currencyconversion/index.html).

4.6.10. Changes in the currency exchange rates imposed by the International Card Organisations shall apply immediately without any prior announcement to the Customer.

#### **4.7. Additional provisions, if the Card Holder is another person**

4.7.1. The Customer can apply for the Card that shall be given to another person for use – the Card Holder specified by the Customer. If the Customer is a natural person, such Card may be issued only in addition to the Card used by the Customer (principal card).

4.7.2. The documents related to ordering of the Card shall be signed by the Customer and the Card Holder. By signing this documents the Customer authorises the Card Holder for whom the Card is intended, to receive and use the Card, to request the Bank to renew the Card before expiry date and/or to replace Card with a new Card, as well as to receive the replaced or renewed Card in the manner preferred by the Card Holder, to activate the Card (where it is received by mail) and use such Card.

4.7.3. The Card can be received by the Customer or the Card Holder. If the Card is received by the Customer, the Customer is obliged to hand over to the Card Holder the Card and the Bank's issued envelope in which the PIN Code is indicated (where the Customer receives the Card together with the PIN code envelope at the Place of Service).

4.7.4. Upon termination of operation of the Card (principal card) used by the Customer – natural person, operation of the Card issued to the Card Holder authorised by the Customer also terminates.

4.7.5. The Bank shall have the right to disclose to the Card Holder information regarding Card Account to which the respective Card issued to the Card Holder is linked and Operations performed on this Card Account.

#### **4.8. Additional provisions of the use of the Card issued in cooperation with a Partner**

4.8.1. The Card Holder may use a Card issued by the Bank in cooperation with the Partner to receive the services offered both by the Bank and the respective Partner. Usage of a Card issued in cooperation with the Partner for the receipt of the Partner's services, as well as the mutual legal relations between the Card Holder and the Partner in respect of use of the Card for receipt of the Partner's services shall be regulated by the rules on the use of the Partner's services issued by the respective Partner, which the Card Holder shall become familiar with and which the Card Holder shall comply with.

4.8.2. Information on the Partner and the Cards issued by the Bank in cooperation with the Partner and the rules of use of the Partner's services are available upon request of the Customer or the Card Holder at the Places of Service during the Bank's Working Hours or on the Bank's Website.

4.8.3. The Bank will not be liable for the Partner's services and any loss incurred by the Customer and/or the Card Holder in relation to the Partner's services or use thereof or as a result of termination of the provision of the services by the Partner.

#### **4.9. Insurance**

4.9.1. By concluding the insurance agreement with the insurance company selected by the Bank (hereinafter in paragraph 4.9 – the Insurer) the Bank shall execute at its own expense travel and purchase insurance (hereinafter in paragraph 4.9 – the Insurance) in respect to the holders of the Credit Cards of the types specified in the List of Conditions in conformity with the Insurance Conditions, which are satisfactory to the Bank (hereinafter in paragraph 4.9 – the Insurance Conditions). Insurance shall apply to the persons associated with the Card Holder as indicated in the Insurance Conditions (hereinafter in paragraph 4.9 – the Additional Insured Persons). The Insurance is valid throughout the Card validity period, if the Card operation is not terminated or suspended. The Bank shall provide to the Insurer the Card Holder's first name, surname and a part of the Card number, so that the Insurer could execute the Insurance and identify the Card Holder when the Insurance event occurs. The information about the Insurer, Insurance Conditions which refer to the Card Holder and Additional Insured Persons, the information on the actions in the Insurance event, as well as other information on the Insurance significant for the Card Holder is issued to the Card Holder together with the Credit Card and is also available at the Places of Service and on the Bank's Website on the internet.

4.9.2. The Card Holder is obliged to get acquainted with the Insurance Conditions (as far as those refer to the Card Holder and Additional Insured Persons) and comply with the insured's duties listed therein. The Card Holder shall check on the validity of the Insurance, evaluate the correspondence of the Insurance Conditions (including about the amount of Insurance, the territory covered by the Insurance, insured risks, exceptions) to his/her needs, as well as to conclude the additional insurance agreement by himself/herself, if needed. The Card Holder shall ensure that the Additional Insured Persons read the Insurance Conditions (as far as those refer to the Additional Insured Persons) and comply with them (as far as those refer to the Additional Insured Persons). The Bank shall not be liable for the losses and costs that the Insurer has refused to refund to the Card Holder or Additional Insured Persons in relation to the Insurance.

4.9.3. The Bank shall have the right to agree with the Insurer on any amendments to the Insurance Conditions, to change the Insurer or terminate the Insurance, by placing the information on respective changes (as far as those refer to the Card Holder and Additional Insured Persons) on the Bank's Website or by granting to the Card Holder possibility to get acquainted with them in any other manner 30 (thirty) days before the day the respective changes come into effect.

#### **4.10. Termination of the operation of the Card**

4.10.1. Unless otherwise specified in the applicable regulatory enactments the Bank is entitled to terminate the operation of the Card by notifying:

4.10.1.1. the Customer – the Consumer – at least 2 (two) months in advance;

4.10.1.2. the Customer who is not the Consumer – at least 1 (one) month in advance.

4.10.2. Unless otherwise specified in the applicable regulatory enactments the Bank is entitled to terminate the operation of the Card without prior notice to the Customer in any of the following cases:

4.10.2.1. the Customer and/or the Card Holder does not observe the provisions of the Account Maintenance Agreement;

4.10.2.2. the Account, to which the Card is linked, is blocked or Operations with the funds in this Account has been otherwise restricted or suspended;

4.10.2.3. the Account Maintenance Agreement is terminated;

4.10.2.4. in other cases where in accordance with the General Terms or applicable regulatory enactments the Bank may unilaterally terminate a Service Agreement or withdraw from a Service Agreement without prior notice.

4.10.3. If the Bank has issued a Credit Card, the Bank shall have the right to terminate the operation of the Credit Card without prior notice, if the Customer refuses from further use of the Credit Limit available with the Credit Card or if the Bank requests the Customer to repay the loan spent within the scope of the Credit Limit and to fulfil other payment obligations of the Customer connected with the use of the Credit Limit.

4.10.4. The Bank shall terminate the operation of the Card on the basis of the Customer's or the Card Holder's instruction.

4.10.5. In case of termination of the operation of the Card the Customer shall immediately fulfil all the payment obligations of the Customer to the Bank connected with the issue and/or the use of the Card, including fulfil all the payment obligations of the Customer to the Bank connected with the Credit Limit (if the Bank has granted to the Customer the Credit Limit available with the respective Card).

#### **5. PROVISION OF INFORMATION ON OPERATIONS**

5.1. After the Account is debited for the amount of the Payment the Bank shall make available to the Customer the following information:

5.1.1. the transaction registration number enabling the Customer to identify the respective Payment and, where appropriate, information relating to the beneficiary;

5.1.2. the amount of the Payment in the currency it is withdrawn from the Account, or in the currency used in the Payment Order;

5.1.3. the Service Fee payable by the Customer for the execution of the Payment and the manner of payment (breakdown) thereof;

5.1.4. if currency exchange is performed – the exchange rate, which includes the currency exchange fee (if applicable), and the amount of the Payment after the currency conversion. The currency exchange rate received by division of the amount received as a result of the currency exchange performed in accordance with sub-Clause 4.6.3 and 4.6.4 by the Payment amount before the currency exchange shall apply to the Payment made with the Card, for which more than one currency exchange is performed;

5.1.5. value date for debiting the Account for the funds.

5.2. After the amount of the Payment is deposited on the Account the Bank shall make available to the Customer the following information:

5.2.1. the transaction registration number enabling the Customer to identify the respective Payment and, where appropriate, the payer, and any information transferred with the payment;

5.2.2. the amount of the Payment in the currency in which it was deposited on the Account;

5.2.3. the Service Fee payable by the Customer for the execution of the Payment and the manner of payment (breakdown) thereof;

5.2.4. if currency exchange is performed – the exchange rate and the amount of the Payment prior to the currency conversion;

5.2.5. Value date for depositing the funds on the Account.

5.3. The Consumer may receive the information indicated in Clauses 5.1 and 5.2 free of charge, by requesting from the Bank the Account statement and/or the information included in the Account statement:

5.3.1. electronically, using the Internetbank, – provided the Customer has concluded with the Bank an agreement on use of the Internetbank;

5.3.2. as a hard copy at the Places of Service once per calendar month for the previous calendar month by submitting a respective request to the Bank – if the Customer has not concluded with the Bank the agreement on use of the Internetbank. In this case the Customer may receive free of charge the information on the Value Date for Payments made with the Card by requesting the Card Account statement with the breakdown of Operations by the Cards linked to the Card Account (Information on the Card Account).

5.4. For the charge indicated in the List of Conditions (if any), the Consumer may receive the Account statement and/or the information included in the Account statement more frequently or in another manner other than that mentioned in Clause 5.3 of the Rules, and other information connected with the payment, upon request at the Places of Service or by using the Means of Distance Communication ensuring receipt of such information.

5.5. The Customer who is not a Consumer may receive the Account statement, the information included therein and other information connected with the Payments by using the Internetbank, Uzņēmuma banka

and/or other Means of Distance Communication ensuring receipt of such information, and to receive such information as a hard copy for the charge indicated in the List of Conditions, upon request at the Places of Service or in another manner agreed by the Parties.

5.6. The Customer may once a month, for the charge indicated in the List of Conditions, receive the Card Account statement issued by the Bank with the breakdown of Operations by Cards linked to the Card Account (Information on the Card Account). The Card Account statement and statement with the breakdown of Operations by Cards linked to the Card Account (Information on the Card Account) may differ due to accounting-specific features of Operations by Cards. If any disputes arise, both Card Account statements should be followed, as well as the Bank's explanations.

5.7. At least once within a calendar month the Customer shall examine information on the Operations that the Customer can receive from the Bank pursuant to the Rules and verify the accuracy of Operations. The Customer shall notify the Bank in writing immediately, as soon as the Customer has become aware of unauthorised or defective execution or non-execution of a Payment or noticed other errors related to servicing of the Account or use of the Card, no later however than within 50 (fifty) days after debiting the Account for the funds. If the Customer who is a Consumer had no possibility to notify the Bank of unauthorised or defective execution or non-execution of a European Payment within the term mentioned in this Clause, the Customer should immediately notify the Bank in writing no later than within 13 (thirteen) months after debiting the Account for the funds. Should the Customer fail to submit the above notice to the Bank within the term indicated in this Clause, the Bank is entitled to assume that the Customer has no complaints in relation to the respective Operation. Claims submitted later may be rejected by the Bank. Non-receipt of the information on the Operations that the Customer can receive from the Bank pursuant to the Rules does not release the Customer from the fulfilment of the obligations prescribed by the Rules in due time.

5.8. If the Customer has agreed with the Bank on the use of the Service – the service of sending information SMS (SMS info service), the Bank shall send SMS to the Customer's mobile phone number with the information selected in accordance with the Customer's choice regarding the Operations performed on the Card Account (except for Payments made by the Card without Card authorisation when making settling the Payment (e.g., Small Amount Contactless Payments)). This Service is intended solely for Customer's convenience and does not relieve the Customer from an obligation to regularly check the information on performed Operations. For each sent SMS the Customer shall pay to the Bank the Service Fee specified in the List of Conditions. The Customer has the right to change the mobile phone number for receiving SMS, as well as to waive the respective Service, having notified the Bank.

## **6. SERVICE FEES AND OTHER SUMS PAYABLE BY THE CUSTOMER**

6.1. Upon opening of the Account and drawing up of the documents required for opening of the Account, the Customer shall pay to the Bank a Service Fee pursuant to the List of Conditions.

6.2. The Customer shall pay to the Bank Service Fees for the maintenance of the Account, ordering, production, delivery, replacement and servicing of the Card, as well as Service Fees for the Operations and Services in relation to the maintenance of the Account and/or Card usage, in due time pursuant to the Rules and the List of Conditions. The Bank shall have the right to, at its own discretion, replace the Service Fees payable for each Service stipulated herein individually with such Service Fees payable for an aggregate of several Services.

6.3. By submitting the Application the Customer shall pay to the Bank the Service Fee for execution of the Application indicated in the List of Conditions. If the Code is not used, this does not release the Customer from the obligation to pay to the Bank the Service Fee for execution of the Application. When performing the Operation with the Code at ATM, the Customer shall pay to the Bank the Service Fee for the Operation at ATM indicated in the List of Conditions, the size of which depends on the amount of money actually credited to the Account or withdrawn from it as a result of Operation.

6.4. The Customer authorises the Bank to debit all payments due to the Bank under the Rules from any Customer's account with the Bank, in accordance with the General Terms, including creation of the Unauthorised Debit Balance in the Card Account in accordance with sub-Clause 3.4.7.

6.5. Should the funds in the Accounts be insufficient to cover all the Customer's obligations due to the Bank, the Bank has the right to determine in which order amounts due to the Bank will be debited from the Accounts.

6.6. The Bank has the right to debit from the Account first the amounts that are due to the Bank, even if the Customer or third parties have submitted other instructions after they have fallen due but before the Bank has withheld the fees due to the Bank from the Account.

## **7. LIABILITY**

7.1. The Customer shall indemnify the Bank against the losses caused by the Customer, the Customer's representative and/or the Card Holder as a result of non-performance or improper performance of the obligations specified under the Rules.

7.2. The Customer shall be liable for the authenticity, completeness, precision, validity and timely submission of all information and documents submitted to the Bank and the legality of Operations performed. The Bank shall not be liable for any loss caused by the Customer, the Customer's representative or the Card Holder. The Customer shall be liable for all losses incurred by the Customer or the Bank upon the Customer submitting forged documents and/or documents filled in incorrectly or incompletely.

7.3. The Customer shall be liable for the compliance by the Customer's representative and the Card Holder with the provisions of the Account Maintenance Agreement. The Bank shall not be liable for mutual

settlements between the Customer and the Card Holder, as well as between the Customer and the Customer's representative. The Customer shall be liable for the Payment made by the Card Holder with the Card and for Operations made by the Customer's representative with the funds deposited in the Customer's Account.

7.4. The Customer shall be fully liable for losses incurred as a result of deceiving or other unlawful acts or misleading of the Bank by the Customer, the Customer's representative or the Card Holder.

7.5. The Bank shall not be liable towards the Customer for defective execution or non-execution of the Payment where such has arisen as a result of any circumstances related to compliance with laws and regulations applicable to the Bank.

7.6. The Bank shall not be liable for loss resulting from actions of third parties involved in the execution of Payments or Operations, including loss resulting from refusal of a third party to accept the Card for execution of the Payment or imposing certain restrictions connected with the use of the Card. The Bank shall not be liable for any claims related to quality of the goods and services paid for with the Card, or for failure or faults of communication means or equipment ensuring the use of the Card, caused by third parties or occurred due to other reasons beyond control of the Bank.

7.7. The Bank shall not be liable for loss if the Bank has suspended, restricted or terminated the operation of the Card pursuant to the Rules.

7.8. The Bank shall not be liable for any country's currency restrictions or cash withdrawal limits.

7.9. The Bank shall be liable for loss incurred by the Customer who is a Consumer, due to unauthorised Payments as a result of loss, theft or other unlawful appropriation of the Card or the Code, except where the Customer, Operation carrier or the Card Holder has acted unlawfully or with intent (purposely), or due to gross negligence has not fulfilled any obligations prescribed by the Rules or applicable laws and regulations concerning the use of the Card or the Code (including failure to submit to the Bank in due time the notice of the Customer, Operation carrier or the Card Holder mentioned in sub-Clause 3.7.10, 4.2.16 or 4.3.2 or failure to take measures in order to keep safe Card and personalised safety elements of the Card or the Code).

7.10. The Bank shall be liable for loss incurred by the Customer who is a Consumer as a result of use of a lost, stolen or otherwise unlawfully appropriated Card or Code after the Bank has received the notice of the Customer, Operation carrier or the Card Holder mentioned in sub-Clause 3.7.10, 4.2.16 or 4.3.2, excluding case where the Customer, Operation carrier or the Card Holder themselves acted unlawfully.

7.11. The Customer who is not a Consumer shall be liable for loss incurred by the Customer due to unauthorised Payments as a result of loss, theft or other unlawful appropriation of the Card or the Code till the moment when the Bank receives the notice of the Customer, Operation carrier or the Card Holder mentioned in sub-Clause 3.7.10, 4.2.16 or 4.3.2. The Customer shall be liable for such loss that has arisen after the Bank receives the abovementioned notice, if the Customer, Operation carrier or the Card Holder has acted unlawfully or has not fulfilled any obligations prescribed by the Rules or applicable laws and regulations concerning the use of the Card or Code.

7.12. The Bank shall not be liable for loss incurred by the Customer due to unauthorised Payments as a result of loss, theft or other unlawful appropriation of the Card, if a respective Payment has been confirmed by the PIN code or the Card Details and the Additional Security Password.

7.13. In cases where in accordance with the Rules or applicable laws and regulations the Bank is liable for loss arisen due to unauthorised or defective execution or non-execution of a Payment, the Customer shall be entitled to receive compensation of losses from the Bank, if the Customer or the Card Holder has informed the Bank about such Payment within the term mentioned in Clause 5.7. In such cases the Bank, upon a respective request of the Customer, shall immediately compensate losses to the Customer by reimbursing to the Customer the amount of the unauthorised or defective Payment or restoring the state of the Account, from which a respective Payment amount has been debited, to the state of the Account that would have been if the unauthorised or defective Payment had not been executed. If the Customer is a Consumer, the Bank shall compensate to the Customer the expenses incurred by the Customer due to the unauthorised or defective Payment.

7.14. The Customer who is a Consumer shall have the right to receive from the Bank a reimbursement of the amount of an authorised and already executed European Payment, if the Payment has been made with the Card and subject to the existence of both of the following conditions:

17.4.1. an exact Payment amount has not been specified upon authorisation of the Payment, and

17.4.2. the Payment amount exceeds the amount the Customer could reasonably have expected for the respective Payment, taking into account the information on his previous Payments, the Rules and the relevant circumstances of the transaction.

7.15. Upon request of the Bank, the Customer shall provide evidence regarding existence of conditions mentioned in Clause 7.14. The Customer cannot justify fulfilment of these conditions by considerations connected with currency exchange provided the currency exchange rate has been applied in accordance with the Rules or another agreement entered into between the Parties.

7.16. The Customer may request reimbursement of funds pursuant to Clause 7.14 within 8 (eight) weeks from the date when the respective Payment amount is debited from the Account.

7.17. The Bank shall reimburse the Payment amount mentioned in Clause 7.14 or give to the Customer the reasons of refusal to reimburse the said amount within 10 business days upon the Customer's request and receipt of evidence mentioned in Clause 7.15. The Bank shall be authorised to block the funds credited in the Account, which the Bank reimburses in accordance with this Clause, until clarification of all circumstances.

7.18. If the Bank compensates losses to the Customer in accordance with Clause 7.13 or reimburses the

Payment amount in accordance with Clause 7.17, it does not mean that the Bank acknowledges its liability for the respective Payment. The Bank shall have the right to continue consideration of respective Customer's complaints also after compensation of losses or reimbursement of the Payment amount to the Customer in connection with the respective complaint. If the Bank further establishes that the Customer's complaint has not been justified, the Customer, upon the Bank's request, shall be obliged to reimburse to the Bank respective funds paid by the Bank to the Customer in accordance with Clause 7.13 or 7.17.

7.19. If in the claim for compensation of losses the Customer submits to the Bank false information or takes any other unlawful actions, the Customer shall compensate to the Bank all expenses and losses, incurred by the Bank as a result of such unlawful actions of the Customer.

7.20. In addition to the provisions of this Section the liability of the Customer and the Bank in relation to servicing of the Accounts and use of Cards shall be regulated by the General Terms.

## **8. TERMINATION OF THE SERVICE AGREEMENT**

8.1. The Customer may unilaterally withdraw from the Account Maintenance Agreement at any time by submitting a respective notice to the Bank in writing. Unless otherwise specified in the applicable regulatory enactments the Bank may unilaterally withdraw from the Account Maintenance Agreement at any time by notifying:

8.1.1. the Consumer – at least 60 (sixty) days in advance;

8.1.2. the Customer who is not the Consumer – at least 30 (thirty) days in advance.

8.2. Unless otherwise specified in the applicable regulatory enactments the Bank may unilaterally withdraw from the Account Maintenance Agreement without prior notice, if the Customer or the Card Holder does not observe the provisions of the Account Maintenance Agreement or in other cases stipulated by the General Terms or applicable regulatory enactments.

8.3. After any of the Parties has notified the other Party on unilateral withdrawal from the Account Maintenance Agreement, the Bank is entitled:

8.3.1. not to execute the Customer's Payment Orders;

8.3.2. not to pay interest on the funds deposited in the Account for the period after the notice on withdrawal from the Account Maintenance Agreement is delivered to the other Party;

8.3.3. to suspend or terminate the operation of the Cards;

8.3.4. to withdraw unilaterally from other Service Agreements concluded between the Parties, pursuant to which for the provision of the respective Service the Account is required;

8.3.5. close the Accounts.

8.4. The Account Maintenance Agreement shall be treated as terminated only after the Parties have fulfilled all their obligations under the Account Maintenance Agreement in full.

8.5. If the Parties have agreed on provision of the service of sending SMS (SMS info service), issuance and maintenance of the Card or other Service via the Means of Distance Communication, the Customer, in accordance with the consumer rights protection regulatory enactments, may exercise the right of withdrawal within 14 (fourteen) days after the Parties have agreed on the use of the respective Service and unilaterally terminate the Service Agreement with regard to the respective Service. The procedure and the consequences of exercising the right of withdrawal in determined in the General Terms.

## **9. CLOSING OF ACCOUNTS**

9.1. The Customer shall have the right to request closing of any Account or all Accounts in writing at any time. The Customer's request regarding closing of all Accounts or the sole Account shall be considered as the Customer's notice on unilateral withdrawal from the Account Maintenance Agreement.

9.2. After submission of the Customer's request regarding closing of an Account at the Bank, the Customer is not entitled to make Operations with the respective Account, including Operations using the Card linked to the Account, resulting from which the funds are debited from the respective Account and the Bank is entitled not to execute the Customer's Payment Orders regarding Operations with the Account.

9.3. The Bank shall close the Account immediately upon receipt of the Customer's request regarding closing of the Account. The Account to which the Card is linked shall be closed by the Bank within 60 (sixty) days after receipt of the Customer's request regarding closing of the Account. The Bank may refuse closing of the Account, if the Customer has not performed all obligations arising from the use of the respective Account, or if the respective Account is necessary for provision of the Service in accordance with any other Service Agreement.

9.4. Before closing of the Account, the Bank shall debit the Account for all Service Fees and other sums due to the Bank in relation to the maintenance and usage of the respective Account and shall pay the remaining amount (if any) to the Customer in accordance with the procedure specified in Clause 3.6 and/or transfer it (all or such part of it that cannot be paid in accordance with the procedure specified in Clause 3.6) according to the Customer's instructions.

9.5. The Bank shall have the right to close the Account without any prior notice in the following cases:

9.5.1. If the Account is opened for the Customer - a natural person: if no Operations have been conducted in the Account upon a Payment Order of the Customer during the last 12 (twelve) months and the Account has a nil credit balance;

9.5.2. If the Account is opened for the Customer - a legal entity: if no Operations have been conducted in the Account upon a Payment Order of the Customer during the last 6 (six) months and the Account has a nil credit balance;

9.5.3. in any other cases provided by the Rules and/or an agreement concluded between the Parties and/or laws and regulations of the Republic of Latvia.

9.6. Upon the Customer's request, if it is acceptable for the Bank, the closed Account may be renewed with the former number. The Bank is entitled to renew the closed Account with the former number in case the Bank receives a payment in favour of the Customer where the Account is specified in the payment document as the beneficiary's account. The Customer shall pay to the Bank the Service Fee for renewal of the Account in accordance with the List of Conditions.

9.7. When closing the Account, the Bank shall have the right to retain the Customer's documents submitted to the Bank at opening the Account and execution the Operations in the Account.

## **10. OTHER PROVISIONS**

10.1. The Customer may not use the Account for payments connected to illegal transactions or activities.

10.2. The Bank shall have the right to change the Account number upon a 90 (ninety) calendar days' prior notice to the Customer.

10.3. The Bank shall have the right to contact the Customer, the Customer's representative and/or the Card Holder if the Bank discovers that Operations not typical of the Customer and/or the Card Holder have been made with the funds deposited in the Account.

10.4. The Bank is entitled to debit amounts from the Accounts without any additional Payment Order or consent of the Customer, in the following cases:

10.4.1. in case the Customer must fulfil the payment obligations to the Bank, including payment of Service Fees and other sums pursuant to the General Terms, Service Rules or Service Agreements;

10.4.2. in other cases provided by the General Terms, the Rules, other Service Rules and/or the Service Agreement, as well as pursuant to the applicable regulatory enactments.