

Terms and Conditions of Internet Banking Services

1. Terms

Confirmation Code – a Digipass-generated code which is requested to authorise a User and an Order created by the User in the Internet Banking System, and which replaces the Customer's signature;

Bank – JSC "Reģionālā investīciju banka", registered in the Register of Enterprises of the Republic of Latvia as of September 28, 2001 under registration No 40003563375, legal address: Republic of Latvia, Riga, 2 Jura Alunāna St., LV-1010, whose activities are supervised by the Financial and Capital Market Commission pursuant to the procedures laid down in normative acts;

Banking Day – any calendar day on which the Bank is open for work. Unless the Price List, the Terms and Conditions or the Agreements entered into by and between the Parties, including the Terms and Conditions of Banking Services or Banking Operations, provide for otherwise, it shall be assumed that the Banking Day is a period from 9:00 to 17:00 on any calendar day, except Saturday, Sunday or any other day-off, which is recognised as such by the normative acts of the Republic of Latvia.

Digipass – an electronic device that generates single-use codes to log in to the Internet Banking System and/or authorise (electronically sign) Customer's documents and Orders;

Internet Banking – an electronic payment system maintained by the Bank, wherein information exchange between the Customer and the Bank, necessary for the performance of Bank's operations, takes place through the Internet network;

Customer – an individual or legal entity, who has opened an account with the Bank and who has entered into an Agreement for the use of Internet Banking Services;

Account – Customer's account linked to Internet Banking Services;

User – an individual (including the Customer him/herself), whom the Customer has indicated in the Agreement and authorised to use Internet Banking Services in the volume stipulated by the Agreement;

User Code – a combination of digits, assigned to the Customer for his/her identification, which ensures Customer's access to the Internet Banking System and the use thereof;

Agreement – an Agreement for Internet Banking Services, signed by and between the Customer and the Bank;

Limit – the maximum permissible sum in euro, stipulated in the Agreement, for which a User has the right to debit the Customer's account for one outgoing payment;

Payment Initiation and Account Information Services – within the meaning of the Law On Payment Services and Electronic Money, payment services offered and provided to the Customer by the Bank or other payment service providers authorised by the Customer to initiate online payments on behalf of the Customer in the accounts available to the Customer/User in the technical infrastructure of payment account services of the Bank or offered another payment institution, and/or to provide information regarding such accounts, observing applicable normative acts;

Terms and Conditions – Terms and Conditions of Internet Banking Services;

Price List – the Price List of Banking Services, which, inter alia, defines the commission fees and the payment procedure established by the Bank and which is in force at the moment of provision of services as well as after the termination or temporary suspension of business relations between the Bank and Customer;

Consumer – a Customer (individual) that is to be considered to be a consumer within the meaning of the Consumer Rights Protection Law;

PIN Code – a five-digit combination intended for activating the Digipass device. Initially, it is assigned by the Bank, but is further determined by the User;

Order – Customer's payment order, notice or application submitted in the Internet Banking System to the Bank to carry out account management operations;

Telephone Identification Password – Customer recognition means specified by the Customer in the agreement on the opening and maintenance of a current account, and intended for recognising the Customer by phone;

Unique Identifier – an account number in IBAN format to be provided by the Customer to identify a receiver definitely.

2. General Terms

- 2.1. These Terms and Conditions are an integral part of the Agreement and lay down the procedure for providing Banking Services to a Customer through the Internet Banking System. Banking Services shall be provided pursuant to the Agreement, the terms and conditions of the respective Banking Service, and the General Terms and Conditions of Transactions.
- 2.2. Internet Banking Services shall be available twenty-four hours a day in accordance with the Agreement in the following modes of use:
 - 2.2.1. full operation mode;
 - 2.2.2. view mode;
 - 2.2.3. view mode with a payment creation possibility;
- 2.3. Bank's operations performed in the Internet Banking System shall be executed pursuant to the Agreement, the terms and conditions of the respective Banking Service, and the General Terms and Conditions of Transactions.
- 2.4. The Customer's signature on the Agreement certifies that the Customer has become acquainted with the provisions of the Agreement and the Terms and Conditions of Internet Banking Services, understands them and agrees to them, and undertakes to observe them.
- 2.5. Upon signing the Agreement, the Customer shall receive the User Code, Digipass and the PIN Code at the Bank.
- 2.6. During the term of the Agreement, the Bank shall hand over Digipass to the Customer's use and charge a certain commission in accordance with the Price List.
- 2.7. If the User and the Customer is the same person or the User is a representative of the Customer/legal entity, who is granted the sole authority to sign at the Bank, the Bank has the right to identify this User as the Customer him/herself.

3. User Identification

- 3.1. The User is obliged to change the PIN Code assigned by the Bank immediately after receiving Digipass. If the User fails to meet this obligation, the Bank shall bear no responsibility for any possible losses resulted therefrom.

- 3.2. Digipass can be replaced at the Bank in the event it is stolen, lost or there are suspicions that information from Digipass or the PIN Code has become available to third parties.
- 3.3. The User Code and Digipass with the PIN Code shall be deemed confidential information, and the Customer and the Bank undertake not to disclose it and prevent any possibility of disclosure of such information to a third party.
- 3.4. As soon as the User Code and Digipass are received, the Customer undertakes full liability for its safekeeping and usage. The Customer shall have no right to disclose this information to third parties, except in cases specified in the Agreement.
- 3.5. If the PIN Code, Digipass or any other confidential information has become known or could have become known to third parties, the Customer shall immediately inform the Bank thereof in writing or by phone using the Telephone Identification Password, and the Bank shall, within the shortest period possible, block the User's rights which may be restored after new identification codes are issued to the User or a Customer's written request to unblock the User's rights is received.
- 3.6. Access to Internet Banking Services shall be blocked, if incorrect Confirmation Codes have been entered five times in a row. Unblocking shall be carried out on the basis of a User's written application, which the User shall draw up in person at the Bank.
- 3.7. Digipass shall be blocked, if an incorrect PIN Code or User Code is entered three times in a row. Unblocking or change of the PIN Code shall be carried out on the basis of a User's written application, which the User shall draw up in person at the Bank.
- 3.8. The Bank has the right, but no obligation, to block access to the Internet Banking System, if the Bank has any suspicions that confidential information has become known or could have become known to third parties.
- 3.9. When using the Internet Banking System, the Bank shall identify the User in accordance with the procedure established by the Bank.
- 3.10. The Bank shall bear no responsibility for cases when the Bank executes an Order of the User identified pursuant to the relevant procedure, inter alia, carries out the debiting of the Account, if the execution of the referred to Order has occurred on the basis of a forged or otherwise illegally drawn-up/submitted Order.

4. Execution of Customer's Orders:

- 4.1. The Bank shall execute the Orders pursuant to the Agreement, the terms and conditions of the respective Banking Service, and the General Terms and Conditions of Transactions.
- 4.2. The Customer shall be obliged to define an Order accurately and correctly. Orders shall be made in accordance with the requirements set forth by the Bank fully specifying the Unique Identifier and other necessary details of the beneficiary. Executing the Orders, the Bank shall bear no responsibility for errors, non-conformity or inaccuracy resulted from failures or interruptions of the information or communication systems, networks, etc. outside the Bank, or resulted from unclear, incomplete, inaccurate or incorrect Customer's instructions or Orders, or other reasons beyond the Bank's control.
- 4.3. The Bank shall execute Orders in accordance with the details entered by the Customer. The Bank shall not verify the correctness of payment and other transaction details specified by the Customer. If the Bank states errors or discrepancies in the details of Orders, the Bank has the right, but no obligation, to suspend the execution of the Order and require additional instructions and guidelines from the Customer to clarify the details of the Order. The Bank shall bear no responsibility for any loss that the Customer might encounter if Orders have been executed in accordance with the provisions of the Agreement.
- 4.4. The Bank shall not be obliged to execute Customer's Orders in accordance with the General Terms and Conditions of Transactions of the Bank, as well as in the event:
 - 4.4.1. the Customer fails to meet clause 4.2 hereof;
 - 4.4.2. there are no sufficient funds in the Customer's account to execute a transaction and pay for the services provided;
 - 4.4.3. the Limit or any other limit stipulated in the Agreement and approved by the Bank is exceeded;

- 4.4.4. the Bank has suspicions regarding the identity of the User and its authorisation given to the Payment Initiation and Account Information Service Provider, and the Bank has been unable to contact the Customer or the User within one Banking Day, for confirming the content of the Order.
- 4.5. In the event a Customer's Order is received, using the services provided by Payment Initiation and Account Information Service Providers, and the balance of funds in Customer's Accounts is insufficient for the execution of the Order, the Bank has the right to cancel the Order on the day of receipt thereof, if the day of receipt of the Order is a Banking Day. If the day of receipt of the Order is not a Banking Day, the Order shall be cancelled on the first Banking Day following the day of receipt of the Order;
- 4.6. The Customer agrees that any Order drawn up using the User Code and authorised with Digipass Confirmation Codes, is authentic and binding upon the Bank and is considered to be equivalent to a written Customer's Order.
- 4.7. The Customer agrees that any Order, received using the services provided by Payment Initiation and Account Information Service Providers and authorised by the User Code and Confirmation Codes, is authentic and binding upon the Bank, and is considered to be equivalent to any Order within the meaning hereof.
- 4.8. For executing Orders in the technical infrastructure of payment account services provided by the Bank, the User has the right to use the services provided by other Payment Initiation and Account Information Service Providers, in compliance with applicable legal acts and with due care gaining assurance regarding the crucial aspects of using these services, referred to in the General Terms and Conditions of Transactions of the Bank.
- 4.9. The Customer agrees that other notifications, documents and information that do not act as an Order and are submitted to the Bank via the Internet Banking System using the User Code and authorised with Confirmation Codes, are considered to be equivalent to those that are handed in by the Customer in person.
- 4.10. The Customer and the Bank agree that the Internet Banking System can be used to provide bidirectional communication between the Customer and the Bank within the framework of any mutually concluded contract and Banking Services, and it is considered to be equivalent to the in-person communication.
- 4.11. If necessary, the Customer has the right to consult with a respective Bank employee in regard to the issues related to the submission of an Order and the use of the Internet Banking System.

5. Obligations and Liabilities

- 5.1. The Bank is obliged to carry out the identification of a User and provide Internet Banking Services in compliance herewith.
- 5.2. The Bank has the right to suspend the execution of an Order and require additional instructions and guidelines, which clarify the information of the Order.
- 5.3. The Customer is obliged:
 - 5.3.1. to familiarise a User with the Agreement and the binding Terms and Conditions;
 - 5.3.2. to secure sufficient funds in the Accounts for executing Orders and paying Bank's commission fees;
 - 5.3.3. to verify the conformity of Orders to the Customer's statements of Accounts;
 - 5.3.4. to notify the Bank immediately in writing on a non-authorized or erroneous Order, but no later than within 60 (sixty) months after funds were debited from the Account. Provided that the Customer notifies the Bank of such non-authorized or erroneous Order, the Bank shall compensate the amount of the non-authorized or erroneous Order;
 - 5.3.5. to inform the Bank immediately in writing, should the circumstances stipulated in clauses 3.3 and 3.5 hereof occur;
 - 5.3.6. to ensure the accuracy, completeness and conformity of Orders submitted by a User to the Customer's interests (also in the event Payment Initiation and Account Information Services are used);

- 5.3.7. to ensure the fulfilment hereof.
- 5.3.8. The Customer is obliged to regularly follow and verify messages sent to the Bank, at least 1 (one) time per calendar month, and to assess the information received. In the event the Customer uses the services provided by Payment Invitation and Account Information Service Providers, the Customer is obliged to monitor messages sent to the Bank every time the order is sent until its execution.
- 5.4. If the Customer is a Consumer and the term specified in clause 5.3.4 hereof cannot be observed due to objective reasons, the Bank shall compensate losses, if the Payment was executed in the currency of a European Union Member State or a member country of the European Economic Area to another payment service provider located in the European Union Member State or member country of the European Economic Area, and the Customer has informed the Bank pursuant to the set procedure no later than within 13 (thirteen) months after funds were debited from the Account.
- 5.5. The Customer shall bear responsibility for the following:
- 5.5.1. the accuracy, completeness and conformity of Orders submitted by a User to the Customer's interests (also in the event Payment Initiation and Account Information Services are used);
- 5.5.2. the observance of the Agreement, the Terms and Conditions, the General Terms and Conditions of Transactions of the Bank, and related legal acts;
- 5.5.3. all losses which have occurred or could have occurred, if a Customer or a User has acted illegally or intentionally, or with a lack of diligence and failed to comply with the provisions of clause 3.3, 3.5, 5.3 hereof;
- 5.5.4. harm and losses which have occurred in relation to the services provided by Payment Initiation and Account Information Service Providers, in so far applicable normative acts do not provide for otherwise;
- 5.5.5. as well as the sending and/or execution of unauthorised or insufficiently authenticated Orders, which was carried out by a third party, until the Bank receives a request to block the relevant access to Internet Banking Services.
- 5.6. The Bank shall bear no responsibility for the losses incurred by the Customer:
- if a User failed to comply with the provisions of clause 4.2 hereof;
 - as the result of illegal acts of third parties subject to clause 3.6 hereof;
 - due to the failure of communication or other reasons beyond the Bank's control subject to clause 4.3 hereof;
 - if a Customer has acted illegally or intentionally, or with a lack of diligence and failed to comply with the provisions of clause 3.3, 3.5 or 5.3 hereof.
 - if the Payment Initiation and Account Information Service Provider does not fulfil or fulfils unduly its obligations;
- 5.7. The Customer shall bear responsibility for the truthfulness and completeness of the information provided to the Bank. The Customer is obliged to inform the Bank immediately about any changes in the information provided in the Agreement. In case of provision with untimely, false or incomplete information, the Customer shall compensate the Bank for all losses resulted from the provision of false information.
- 5.8. In case of termination of the Agreement, the Customer shall be obliged to return Digipass to the Bank.
- 5.9. The Bank shall observe the confidentiality of Customer's information. It is allowed to disclose confidential information to third parties only in cases stipulated by the applicable normative acts of the Republic of Latvia or in the Agreement.
- 5.10. The Bank has the right to introduce amendments to the Service Price List, the Agreement, and the Terms and Conditions unilaterally at least 2 (two) months prior to the date when such amendments come into force, publishing information on such amendments on the home page of the Bank. If the Customer did not submit any objections or notifications on the termination of the Agreement before the date specified, it shall be deemed that the Customer accepts these amendments. If the Customer submits his/her objections to such amendments he/she shall have the right to terminate the Agreement immediately without any penalties being applied before the date when such amendments come into force. In the event the Customer submits his/her objections, but

does not exercise his/her right to terminate the Agreement within the period specified, it shall be deemed that the Customer accepts the amendments proposed.

- 5.11. The Bank has the right to block Customer's access to the Internet Banking System provided that the Customer's Account(s) in the Bank is(are) blocked according to the Agreement, the General Terms and Conditions of Transactions of the Bank or the orders of governmental authorities.
- 5.12. The Bank has the right to charge commission for Internet Banking Services from any Customer's Account in accordance with the Price List effective at the moment of use of the Service, without obtaining additional approval of the Customer. Commission is primarily charged from the same account from which a transaction was performed.

6. Validity and Termination of the Agreement

- 6.1. This Agreement shall take effect upon its signing and shall be valid for an unlimited term. The Customer has the right to terminate this Agreement notifying the Bank in writing at least two Banking Days prior to such termination.
- 6.2. The Bank has the right to terminate the Agreement unilaterally and shall inform the Customer thereof in writing no later than within 60 (sixty) days, unless regulations and other agreements concluded with Customer prescribe otherwise.
- 6.3. The Agreement shall be terminated immediately if the last account of the Customer associated with this Agreement is closed or the Bank and the Customer enter into a separate agreement on such termination.
- 6.4. The termination of the Agreement due to any reason shall not release the Customer from the obligation to fully settle accounts with the Bank, indemnify the damage caused and meet all the obligations hereunder for the period prior to the termination of the Agreement.

7. Other Provisions

- 7.1. Disputes or ambiguities with respect to Internet Banking Services shall be settled by way of negotiations. A written claim submitted to the other party shall be a precondition for a dispute consideration.
- 7.2. If settlement by way of negotiations is not possible, a dispute shall be resolved at a claimant's option in the Court of the Republic of Latvia or the Court of Arbitration of the Latvian Association of the Commercial Banks, registration No 40003746396, in compliance with the regulations, procedural rules of this Court of Arbitration and regulations on charges of the Court of Arbitration of the Latvian Association of the Commercial Banks. Provisions thereof shall be considered as contained herein. The resolution of the Court of Arbitration is final, not subject to appeal and binding upon the Parties. The number of arbitrators shall be one. The language of the proceedings of arbitration shall be Latvian. The Chairman of the Court of Arbitration of the Latvian Association of Commercial Banks shall assign the arbitrator.