

## Terms and Conditions of Internet Banking Services and Mobile Application

### 1. Terms, Abbreviations and their Definitions

- 1.1. **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.
- 1.2. **Authentication Elements** – codes necessary and used to authenticate a User.
- 1.3. **Bank** – Joint Stock Company "Reģionālā investīciju banka", registration No 40003563375.
- 1.4. **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.
- 1.5. **Banking Services** – services within the meaning of the term "financial services" used in the Credit Institutions Law, the term "payment service" used in the Law On Payment Services and Electronic Money, terms "investment services" and "ancillary investment services" used in the Financial Instrument Market Law, as well as other services offered by the Bank.
- 1.6. **Digipass** – an electronic device or a virtual solution that generates single-use codes to log in to the Internet Banking System and/or authorise (electronically sign) Customer's documents and Orders.
- 1.7. **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.
- 1.8. **Customer** – an individual or legal entity or an association of such persons, which has opened an account with the Bank and which has entered into an Agreement for the use of Internet Banking Services.
- 1.9. **Account** – Customer's account linked to Internet Banking Services.
- 1.10. **User** – an individual (including the Customer him/herself), whom the Customer has authorised (indicated in the Agreement, or submitted a power of attorney acceptable for the Bank in terms of form and content, or recorded this authorisation in any other way set by the Bank (via the Internet Banking system, in the Mobile Application, in another document) to use Internet Banking Services in the volume stipulated by the Agreement.
- 1.11. **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.
- 1.12. **Agreement** – an Agreement for Internet Banking Services, signed by and between the Customer and the Bank.
- 1.13. **Limit** – the maximum permissible sum in euro, stipulated in the Agreement, for which a User has the right to debit the Account for one outgoing payment;
- 1.14. **Payment Initiation Service** – a payment service, as the result of which a payment service provider initiates a payment on behalf of a Customer from the payment account held at a different payment service provider.
- 1.15. **Account Information Service** – an online service, during the use of which a Customer is provided with summarised information on one or several payment accounts used by the Customer, which are opened at a different payment service provider or several payment service providers.

- 1.16. **Mobile Application** – an application programme operating on smart devices and allowing receiving certain Banking Services online without using the Internet browser.
- 1.17. **Terms and Conditions** – these Terms and Conditions of Internet Banking Services and Mobile Application.
- 1.18. **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.
- 1.19. **Consumer** – a Customer (individual) that is to be considered to be a consumer within the meaning of the Consumer Rights Protection Law.
- 1.20. **PIN 1** – a combination of digits, intended for activating the Digipass device. Initially, it is assigned by the Bank, but is further determined by the User.
- 1.21. **PIN 2** – a combination of digits, intended for activating the Mobile Application. Initially, it is assigned by the Bank, but is further determined by the User.
- 1.22. **Order** – Customer's payment order, notice, or application submitted in the Internet Banking System to the Bank to provide Banking Services.
- 1.23. **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.
- 1.24. **Unique Identifier** – an Account number in IBAN format to be provided by the Customer to identify a receiver definitely.

## 2. General Terms

- 2.1. The 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 and the Mobile Application.
- 2.2. Banking Operations initiated in the Internet Banking System or the Mobile Application are performed pursuant to the Agreement, the terms and conditions of the respective Banking Service, and the General Terms and Conditions of Transactions of the Bank.
- 2.3. Internet Banking Services and Mobile Application Services shall be available in accordance with the Agreement in the following modes of use:
  - 2.3.1. full operation mode;
  - 2.3.2. view mode;
  - 2.3.3. view mode with an Order creation possibility;
- 2.4. Internet Banking Services and Mobile Application Services shall be available 24 hours a day, except if system maintenance works or issue elimination and system restoration works are performed, or it is impossible to ensure the functionality and/or availability of the system due to other reasons.
- 2.5. The Customer's signature on the Agreement certifies that the Customer has become acquainted with the Agreement and the Terms and Conditions, understands them and agrees to them, and undertakes to observe them.
- 2.6. The Bank performs the processing of personal data pursuant to the Principles of Personal Data Processing, available on the home page of the Bank.
- 2.7. The Bank records and stores data flows between the Customer and the Bank and, if necessary, uses these data to prove the activities performed.

## 3. User Authentication

- 3.1. When using the Internet Banking System or the Mobile Application, the Bank authenticates the User pursuant to the procedure laid down by the Bank.
- 3.2. The Bank authenticates the User according to Authentication Elements, with the User observing the provisions and instructions given by the Bank and/or the issuer of means of creating or using the relevant Authentication Element.

- 3.3. If the User gives an order to the Bank to block access to Internet Banking Services, the authentication of the User according to the User Code and/or other information available to the Bank and the User shall be permitted, unless applicable normative acts provide for otherwise.
- 3.4. The Bank shall bear no responsibility for cases when the Bank executes an Order of the User identified/authorised 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. Connection, Use, and Blocking of the Internet Banking System and Mobile Application**

- 4.1. The Internet Banking System is available on the website <https://ib.ribbank.com>.
- 4.2. To receive Banking Services in the Mobile Application, the Bank's Mobile Application shall be downloaded to a smart device from AppStore or GooglePlay.
- 4.3. Upon signing the Agreement, the Customer shall receive the User Code, Digipass, PIN 1, and PIN 2 at the Bank.
- 4.4. The User Code, PIN 1, and PIN 2 shall be confidential information and the Customer, the User, and the Bank undertake to refrain from disclosing such information and to prevent third parties from accessing it.
- 4.5. 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.
- 4.6. The Customer undertakes full responsibility for the secure storage and use of the User Code, Digipass, PIN 1, and PIN 2 following the receipt thereof.
- 4.7. Upon downloading the Mobile Application to a smart device, the Customer and the User shall ensure that PIN 1, PIN 2, the User Code, and other associated confidential information is not stored on this smart device; likewise, security settings preventing third parties from accessing the smart device shall be defined thereon (inter alia, the smart device shall be provided with a functioning anti-virus programme and an access code).
- 4.8. The User is obliged to change PIN 1 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 incurred by the Customer as the result of non-observance of this clause.
- 4.9. The Bank may offer the Customer additional services or functionalities of the Internet Banking System or the Mobile Application at any time, as well as discontinue the provision of such services or functionalities, either fully or partially, without the consent of the Customer.
- 4.10. If the Internet Banking System or the Mobile Application is supplemented with a new functionality or new security means, by its actions, i.e., starting to use the updated version of the Internet Banking System or the Mobile Application, the Customer expresses its consent thereto.
- 4.11. The Bank has the right, but no obligation, to block access to the Internet Banking System, if the Bank has any suspicions that the User Code, PIN 1, or PIN 2 has become known or could have become known to third parties.
- 4.12. If the User Code, PIN 1, PIN 2, 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 Authentication Elements are issued to the User or a Customer's written request to unblock the User's rights is received.
- 4.13. If Digipass is stolen or lost, or there are suspicions that information from Digipass or PIN 1 has become known to third parties, the Customer shall immediately inform the Bank thereof in writing or by phone using the Telephone Identification Password. In such case, the Customer shall have the right to exchange the existing Digipass or receive a new Digipass on the basis of a written application to the Bank.
- 4.14. Access to Internet Banking Services shall be blocked, if an incorrect Confirmation Code has been entered five times in a row. Unblocking shall be carried out on the basis of a Customer's written application.

- 4.15. Digipass shall be blocked, if an incorrect PIN 1 has been entered three times in a row. Unblocking or change of PIN 1 shall be carried out on the basis of a Customer's written application, which the Customer shall draw up in person at the Bank.
- 4.16. If the Customer or the User no longer wishes to use the Mobile Application, the Customer or the User shall immediately delete Mobile Application and all the information related thereto from the smart device.
- 4.17. In the event the Agreement is terminated, the Customer shall be obliged to return Digipass to the Bank.

## **5. Execution of Customer's Orders:**

- 5.1. 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 of the Bank.
- 5.2. 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.
- 5.3. 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.
- 5.4. The Bank has the right not to execute Customer's Orders in the cases determined in the General Terms and Conditions of Transactions of the Bank, as well as in the event:
  - 5.4.1. the Customer or the User fails to meet clause 5.2 hereof;
  - 5.4.2. there are no sufficient funds in the Account to execute a transaction and pay for the services provided;
  - 5.4.3. the Limit or any other limit stipulated in the Agreement and approved by the Bank is exceeded;
  - 5.4.4. 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.
- 5.5. 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 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.
- 5.6. The Customer agrees that any Order drawn up using the User Code and authorised with the Confirmation Code, is authentic and binding upon the Bank and is considered to be equivalent to a written Customer's Order.
- 5.7. 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 Code, is authentic and binding upon the Bank, and is considered to be equivalent to any Order within the meaning of Terms and Conditions.
- 5.8. For executing Orders in the technical infrastructure of payment account services provided by the Bank, the Customer 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.

- 5.9. 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.
- 5.10. 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.

## **6. Obligations and Liabilities**

- 6.1. The Bank is obliged to carry out the identification of a User and provide Internet Banking Services in compliance herewith.
- 6.2. The Bank has the right:
  - 6.2.1. to suspend the execution of an Order and require additional instructions and guidelines, which clarify the information of the Order;
  - 6.2.2. 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.
- 6.3. The Customer is obliged:
  - 6.3.1. to familiarise a User with the Agreement, these Terms and Conditions, the General Terms and Conditions of Transactions of the Bank, and other binding Terms and Conditions;
  - 6.3.2. to secure sufficient funds in the Accounts for executing Orders and paying Bank's commission fees;
  - 6.3.3. to verify the conformity of Orders to the statements of Accounts;
  - 6.3.4. 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);
  - 6.3.5. to ensure the fulfilment of Terms and Conditions;
  - 6.3.6. to regularly follow and verify messages sent by 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 by the Bank every time the order is sent until its execution.
  - 6.3.7. to notify the Bank in writing immediately as soon as it found out on a non-authorised 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-authorised or erroneous Order, the Bank shall compensate the amount of the non-authorised or erroneous Order. If the Customer is a Consumer and the specified term 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;
  - 6.3.8. 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;
  - 6.3.9. to inform the Bank immediately in writing, should the circumstances stipulated in clauses 4.12 or 4.13 hereof occur.
- 6.4. The User is obliged:
  - 6.4.1. to ensure the secure storage of Digipass, PIN 1, the User Code, Mobile Application settings, and PIN 2, as well as their inaccessibility for third parties;

- 6.4.2. to protect the smart device, on which the Mobile Application is installed; to take all necessary measures for the secure use and storage of the smart device;
- 6.4.3. to delete the Mobile Application, if the smart device is handed over to another person;
- 6.4.4. to ensure the inaccessibility of personalised information and Mobile Application settings to unauthenticated third parties.
- 6.5. The Customer shall bear responsibility for the following:
  - 6.5.1. 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);
  - 6.5.2. the observance of the Agreement, the Terms and Conditions, the General Terms and Conditions of Transactions of the Bank, and other related legal acts;
  - 6.5.3. all losses which have occurred or could have occurred, if a Customer or a User has acted illegally or intentionally, or due to gross negligence failed to comply with the provisions of clause 4.4, 4.7, 4.8, 4.12, 4.13, 6.3, or 6.4 hereof or other Customer's or User's obligations stipulated herein;
  - 6.5.4. 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;
  - 6.5.5. 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;
  - 6.5.6. the truthfulness and completeness of the information provided to the Bank.
- 6.6. The Bank shall bear no responsibility for the losses incurred by the Customer:
  - 6.6.1. if a User failed to comply with the provisions of clause 5.2 hereof;
  - 6.6.2. as the result of illegal acts of third parties subject to clause 3.4 hereof;
  - 6.6.3. due to the failure of communication or other reasons beyond the Bank's control subject to clause 5.2 and/or 6.5 hereof;
  - 6.6.4. if a Customer or a User has acted illegally or intentionally, or due to gross negligence failed to comply with the provisions of clause 4.4, 4.7, 4.8, 4.12, 4.13, 6.3, or 6.4 hereof, or other Customer's or User's obligations stipulated herein;
  - 6.6.5. if the Payment Initiation Service Provider and/or the Account Information Service Provider does not fulfil or fulfils unduly its obligations.
- 6.7. 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 Banking Service, without obtaining additional approval of the Customer. Commission is primarily charged from the same account from which a transaction was performed.

## **7. Validity and Termination of the Agreement**

- 7.1. 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 2 (two) Banking Days prior to such termination.
- 7.2. 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 the Customer prescribe otherwise.
- 7.3. The Bank has the right to discontinue the provision of Internet Banking Services and/or Mobile Application Services immediately, without warning, and terminate the Agreement unilaterally, if the Customer or the User violates the Agreement, these Terms and Conditions, the General Terms and Conditions of Transactions, or applicable normative acts.
- 7.4. The Agreement shall be terminated automatically if the last account of the Customer associated with this Agreement is closed.
- 7.5. 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 losses caused, and meet all the obligations hereunder for the period prior to the termination of the Agreement.

## **8. Other Provisions**

- 8.1. 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 planned amendments are in favour of the Customer (inter alia, introduction of new Banking Products, introduction of improvements to existing products, etc.), the Bank shall have the right to notify the Customer of the amendments within a shorter period. 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.