

Terms and Conditions of RIB Payment Gateway Service

Terms Used

Means of Authentication – means assigned by the Bank for the authentication of the User, secure electronic signature, or other means accepted by the Bank (certificates, keys).

Bank – AS "Reģionālā investīciju banka" (joint-stock company), registered in the Commercial Register of the Republic of Latvia under reg. No. 40003563375, legal address: 2 Jura Alunāna Str., Rīga, LV-1010.

Customer – a legal entity, which has opened a current account with the Bank and has entered into an Agreement on the Use of RIB Payment Gateway Service.

Terms and Conditions – these terms and conditions laying down the procedure for the use of RIB Payment Gateway Service. The Terms and Conditions shall be an integral part of the Agreement.

Agreement – the Agreement entered into by and between the Bank and the Customer on the use of RIB Payment Gateway Service, which is formed by its annexes, amendments, the Specification and these Terms and Conditions.

User – an individual authorised (indicated in the Agreement) by the Customer to use the Services on behalf and for the benefit of the Customer, using the RIB Payment Gateway Service, in the volume indicated in the Customer's agreement with the Bank on the Use of Internet Banking Services.

Services – banking services, which the Customer can use by using the RIB Payment Gateway Service, exchanging Messages. Detailed information on the Services is provided in the Specification.

RIB Payment Gateway – application programming interface (API) that enables the Customer's software to establish connection with the Bank's Internet Banking system.

Specification – RIB Payment Gateway technical documentation describing the principles and requirements of use of the Services.

Message – a data exchange request and a response between the Customer's software and the Bank according to the principles determined in the Specification. A Message can include payment orders, statements or any other types of data described in the Specification.

Transport Public Certificate – an electronic certificate used together with the related private key for the authentication of the Customer every time connection is established with the RIB Payment Gateway.

Transport Private Key – a secret cryptographic key stored only by the respective party (the Customer or server) and used to sign authentication requests. It certifies that the party, which sends its transport public certificate, is actually the one that it appears to be, as only it can create a valid signature with the respective private key.

Signing Public Certificate – an electronic certificate used to verify whether a Message has been signed with the particular person's private key.

Signing Private Key – a set of symbols used to sign electronically a Message. It ensures that the signature can be created only by the respective key owner and enables other parties to verify the authenticity of the signature by means of a public key.

API Key (Access Key) – a unique identifier issued by the Bank to authorise and authenticate and track access to the Messages submitted by the Customer.

Payment Gateway Identifier (PG ID) – a unique identifier issued by the Bank to identify the Customer's User.

General Terms and Conditions

1. RIB Payment Gateway provides an opportunity to the Customer to use the Services, with the Customer's software exchanging Messages with the Bank's system in accordance with these Terms and Conditions and the Specification.
2. When using the RIB Payment Gateway, the Customer is bound by these Terms and Conditions, the General Terms and Conditions of Transactions of the Bank, as well as the terms and conditions of the respective Services (e.g., Terms and Conditions of Internet Banking Services and Mobile Application, provisions of the Current account opening and servicing agreement, etc.).

3. The Customer can use only one type of connection at a time – either direct integration or integration via Internet Banking.
4. Individual signing keys are generated for every User.
5. The validity term of signing certificates is determined by the Customer itself and cannot exceed 3 years. The Customer shall be responsible for the timely updating of certificates.
6. RIB Payment Gateway is available only if the Customer has a valid agreement with the Bank for the use of Internet Banking Services and if the Bank's Internet Banking is available to the Customer and is functioning.

Technical Requirements

7. To use the Customer's software for the exchange of RIB Payment Gateway Messages, it must comply with the principles and requirements determined in the Specification. In connection with the aforementioned, the Customer undertakes:
 - 7.1. to develop and maintain software that ensures functional and secure data exchange with the Bank and the use of Messages in the format determined in the Specification;
 - 7.2. in accordance with the Specification, in cooperation with the Bank, to create a Transport Private Key and a Transport Public Certificate Request to enable and authenticate secure connection for the exchange of RIB Payment Gateway Messages;
 - 7.3. in accordance with the Specification, in cooperation with the Bank, to create a Signing Public Key and a Signing Private Key pair for every User to authenticate Messages when using the RIB Payment Gateway;
 - 7.4. to ensure the secure use of the private and public keys, certificates, API Keys, Payment Gateway Identifiers, Customer's software used for exchanging Messages referred to herein, as well as the integrity and confidentiality of exchanged data.

Provision of Services

8. Within the operation of RIB Payment Gateway, the Customer shall authorise in the Agreement the Users that will use the Services on behalf and for the benefit of the Customer by using the RIB Payment Gateway.
9. The scope and limits of rights of every User according to the Customer's instructions shall be determined in the Agreement on the Use of Internet Banking Services. When the User uses the Services via the RIB Payment Gateway, it shall be deemed within the meaning of these Terms and Conditions that the Services are used by the Customer itself.
10. Within the operation of the RIB Payment Gateway Service, the authentication of Messages is carried out by using the Signing Private Key and the Means of Internet Banking Authentication, if stipulated by the type of connection specified in the Agreement.
11. When creating the content of a Message, the Customer undertakes to check it before authentication. The Customer shall bear full responsibility for the content of the Message.

Security

12. The Customer shall bear full responsibility for preventing the private and public keys, certificates, API Keys and Payment Gateway Identifiers specified herein from coming to the disposal of third parties.
13. The Customer shall notify immediately the Bank of any changes that affect the information included in these Terms and Conditions and the Agreement, as well as provide other crucial information that might affect the use of the RIB Payment Gateway (inter alia, about the annulment of access for the User, with whom the Customer has terminated cooperation, or in the event any key or certificate information referred to herein changes).
14. If any keys and/or certificates and/or API Key and/or Payment Gateway Identifier referred to herein, which are related to the use of the RIB Payment Gateway, have come or might come to the disposal

of unauthorised third parties, the Customer shall be obliged to notify immediately the Bank thereof, as well as to discontinue the exchange of Messages with the Bank.

15. Upon receiving a notification referred to in Clause 13 hereof, the Bank shall block immediately the possibility of exchanging Messages via the RIB Payment Gateway until the keys and/or certificates and/or API Key or Payment Gateway Identifiers are updated or new ones are issued.

Access Restriction

16. The Bank has the right to suspend the Customer's access to the RIB Payment Gateway, if:
 - 16.1. the Bank has found out about any fact that allows concluding that the security of its Services is endangered or that the RIB Payment Gateway is used or might be used by a person without the appropriate rights;
 - 16.2. there are other reasons arising from the General Terms and Conditions of Transactions of the Bank, normative acts or the agreement between the Bank and the Customer.
17. The Bank has the right to carry out preventive and other (including maintenance and improvement) measures in the RIB Payment Gateway and to suspend the provision of the Services for the period of performance of respective measures, informing the Customer thereof as possible.

Applicable Charges

18. Unless there are other arrangements, the Customer shall pay a commission fee for the RIB Payment Gateway and other provided Services in accordance with the Bank's Price List.
19. The Bank shall charge commission fees for the use of the RIB Payment Gateway from the Customer's account for the deduction of commission fees, as specified in the agreement entered into by and between the Bank and the Customer on the opening and servicing of a current account. The Customer shall ensure the availability of sufficient funds in the account for paying the commission fee. If there are insufficient funds in the Customer's account, the Bank has the right to deduct the commission fee from any other accounts of the Customer without agreeing with the Customer.
20. The Bank shall charge the RIB Payment Gateway connection fee after the Agreement enters into force. The monthly fee shall be charged every month no later than on the last business day of a calendar month for the current calendar month. If the Agreement is terminated within the respective month, the commission fee shall not be re-calculated and the commission fees paid by the Customer shall not be refunded regardless of the party terminating the Agreement and the grounds for the termination of the Agreement.

Disputes and Liability

21. Any disputes between the Bank and the Customer shall be settled in accordance with the General Terms and Conditions of Transactions of the Bank and other respective provisions of the Service.
22. The Customer and its User shall settle their relations without the mediation of the Bank. The Bank does not undertake liability for the User's act or omission.
23. The Customer shall compensate the Bank for losses incurred as the result of violations committed by the Customer and/or the User, inter alia, if they fail to fulfil obligations with regard to technical requirements and the section of these Terms and Conditions regarding security (including failing to take respective security measures).

Final Terms and Conditions

24. These Terms and Conditions shall be an integral part of the Agreement. The Agreement shall enter into force upon the signing thereof by both parties and without term limitations.
25. The Bank has the right to change these Terms and Conditions, the Specification and available Services at any time, including the list of Messages, to add new Services, to change their format or to discontinue their offering. The Bank shall inform the Customer thirty (30) calendar days in advance about any changes in these Terms and Conditions or the Specification, or the

discontinuation of the RIB Payment Gateway, on the Bank's home page and/or by sending a notification to the Customer via Internet Banking.

26. After the account indicated in the Agreement is closed, Messages related to the respective account will no longer be available.
27. The Customer has the right to terminate the Agreement by notifying the Bank thereof in writing at least thirty (30) calendar days in advance.
28. The Bank has the right to terminate the Agreement unilaterally by notifying the Customer thereof pursuant to the procedures laid down in the General Terms and Conditions of Transactions of the Bank.
29. The Bank has the right to terminate the Agreement without a notice or any other additional agreement if:
 - 29.1. the Customer or its User has violated the Agreement;
 - 29.2. all Customer's current account at the Bank are closed;
 - 29.3. there are insufficient funds in the Customer's account to cover the RIB Payment Gateway fee within thirty (30) calendar days after the payment deadline.
30. The termination of the Agreement shall not affect the Bank's claims that have occurred prior to the termination of the Agreement.
31. In all cases of termination of the Agreement, the commission fees paid by the Customer will not be refunded.
32. The Agreement shall be subject to the normative acts in force in the Republic of Latvia.