

# RULES ON USE OF REMOTE ACCESS INSTRUMENTS of AS DNB banka

APPROVED

Edition of 30.01.2017, by the decision of the Management Board of AS DNB banka dated 30.01. 2017,  
Effective from 01.04.2017

## 1. DEFINITIONS USED IN THE RULES

- 1.1. The following terms are used in these rules:
  - 1.1.1. **Remote Access Instruments** – the System and the Contact Centre Services;
  - 1.1.2. **Bank** – AS DNB banka (registered in the Commercial Register of the Republic of Latvia Register of Enterprises; uniform registration number: 40003024725; legal address: Skanstes iela 12, Riga, LV-1013; homepage address in the Internet: [www.dnb.lv](http://www.dnb.lv); electronic mail address: [info@dnb.lv](mailto:info@dnb.lv));
  - 1.1.3. **Daily Limit** – maximum amount specified by the Customer or the Bank subject to the Rules, within which the Bank debits funds from the one or several Current Accounts during one day on the basis of the Payment Orders submitted to the Bank through the System;
  - 1.1.4. **Means of Identification** – Login Name, Login Password, Code Calculator, Code Card, PIN code and serial number of the Code Calculator, identification code from the Code Card, identification code generated by the Code Calculator, SMS Code, mobile device (for example, smartphone or tablet PC) registered by the User in the System according to the Bank's requirements, PIN Code of Mobile Application or other mean used for the verification of the User's identity using any of the Remote Access Instruments;
  - 1.1.5. **Login Password** – a combination of letters and digits created by the User according to the Bank's requirements, which in specific cases is used to start the use of the System;
  - 1.1.6. **Login Name** – a unique combination of digits and/or letters allocated to the User by the Bank, intended for identification of the User when the User uses the Remote Access Instruments;
  - 1.1.7. **Customer** – a person who has concluded the Agreement with the Bank;
  - 1.1.8. **Code Calculator** – an electronic device issued to the User, which generates unique User identification codes;
  - 1.1.9. **Code Card** – a plastic card issued to the User, which contains a particular number of repeatedly usable User identification codes;
  - 1.1.10. **Contact Centre Services** – the Bank's service providing a possibility to the Customer to receive the Services by telephone;
  - 1.1.11. **Account** – the Customer's account with the Bank, which the respective User is entitled to operate with by means of the Remote Access Instruments;
  - 1.1.12. **Parties** – the Bank and the Customer (collectively);
  - 1.1.13. **User** – a natural person entitled under the Rules to receive the Services by means of the Remote Access Instruments either on his/her own behalf as a Customer or as a Customer's authorised representative on behalf of a Customer;
  - 1.1.14. **Agreement** – the agreement on the use of the Remote Access Instruments concluded between the Parties. The provisions of the foregoing Agreement are determined by the agreement between the Parties regarding conclusion of such Agreement or a document confirming the conclusion of such Agreement, the Rules and other laws and regulations, which in accordance with the Rules are applicable to the legal relations between the Parties arising from the use of Remote Access Instruments ;
  - 1.1.15. **Mobile Application** – the Bank's application enabling the User to use the System from the mobile device determined by the Bank (for example, smartphone, tablet PC), which according the Bank's requirements has been registered in the System by the User;
  - 1.1.16. **PIN Code of Mobile Application** – code of four digits created by the User according to the Bank's requirements intended for the identification of the User when the User is using the System via Mobile Application;
  - 1.1.17. **Payment Limit** – maximum single payment amount specified by the Customer or the Bank in accordance with to the Rules which the Bank debits from the Current Account on the basis of the Payment Order submitted to the Bank through the System;
  - 1.1.18. **Payment Order** – the Customer's unconditional order by which the Customer orders the Bank to execute a payment and which is submitted by the Customer to the Bank by means of the Remote Access Instruments;
  - 1.1.19. **Current Account** – any current account of the Customer which is (will be in the future) opened with the Bank;
  - 1.1.20. **Rules** – these rules (Rules on use of Remote Access Instruments of the Bank);
  - 1.1.21. **Services:**
    - 1.1.20.1. the Bank's services (including but not limited to receiving information about Accounts and Customer's transactions, submission of Notices, execution of payments, conclusion of agreements) which a Customer may receive by means of the Remote Access Instruments;
    - 1.1.20.2. services provided by third parties which the Customer may receive by using the Remote Access Instruments;
  - 1.1.22. **Notice** – any order (including the Payment Order), application, request or other Customer's notice related to the receipt of Services, submitted by a Customer to the Bank by means of the Remote Access Instruments;
  - 1.1.23. **Power of Attorney** – a power of attorney in form and substance acceptable to the Bank under which the Customer authorises the User to receive Services on the Customer's behalf by means of the Remote Access Instruments;
  - 1.1.24. **Handbook** – instructions for use of the System and the respective Means of Identification, the System User's guide, Service descriptions and any other information and the Bank's guidelines available on the Bank's website in relation to the use of the Remote Access Instruments and the receipt of Services;

- 1.1.25. **System** – the Bank's Internetbank (remote access system) enabling a Customer to receive Services via the Internet and using the relevant Means of Identification;
- 1.1.26. **System Use Limit** – the Payment Limit or the Daily Limit;
- 1.1.27. **SMS Code** – unique combination of digits generated by the Bank sent to the User by the Bank during preparation of the Notice to its mobile telephone number by a text message and which shall be used secure confirmation of the Notice, considering that each such combination of digits is valid for confirmation of one specific Notice only;
- 1.1.28. **Arrangement on the Right of Approval** – an agreement between the Parties specifying the procedure according to which the Users are entitled to approve and submit the Notices on behalf of the Customer;
- 1.1.29. **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 regulate legal relations between the Parties in relation to the use of Remote Access Instruments.
- 2.2. Legal relations between the Parties in relation to the use of Remote Access Instruments shall be also governed by List of Conditions, Handbooks and General Terms and Conditions unless otherwise specified in the Agreement and the Rules.
- 2.3. For the receipt of the Services the relevant Service rules and the provisions of Service agreements concluded between the Parties shall apply, regulating the legal relations of the Parties in regard to use of the respective Service, unless otherwise specified in the Agreement and the Rules. The receipt of Services offered by third parties shall be governed by rules specified by the respective third party and/or an agreement concluded between the Customer and the respective third party, unless otherwise specified in the Agreement and the Rules.
- 2.4. The Customer shall comply with all provisions of the applicable Rules to use the Remote Access Instruments and the receipt of Services, and shall ensure that the Users read them and comply with them.
- 2.5. The Bank specifies the types and scope of Services available by means of each Remote Access Instrument, the time of provision of the Services and restrictions to receipt of such. The Bank is entitled to specify types of Services for the receipt of which it is required to conclude a respective agreement with the Bank in paper form.
- 2.6. Information about the provisions set forth by the Bank in accordance with Clause 2.5 and other information related to use of the Remote Access Instruments and the receipt of Services is available upon the Customer's request at the Places of Service during the Bank's business hours or on the Bank's Website, and the Customer may also obtain it by contacting the Bank. Where the Customer uses any of the Services after the respective information has been published on the Bank's Website, it is deemed that the Customer has read the respective information and agrees to it.
- 2.7. Pursuant to the General Terms, the Bank is entitled to amend the Rules (including the provisions specified by the Bank in accordance with Clause 2.5) unilaterally.
- 2.8. A reference to iNORD or iNORD system in any document prepared by the Bank or submitted to the Bank in relation to the services provided by the Bank shall mean a reference to the System, and a reference to the Virtual Branch – a reference to the Contact Centre Services.
- 2.9. The Rules shall not apply to the legal relations between the Parties in relation to the use of the Bank's system „Uzņēmuma banka” or the Bank's system „Gateway”.

## **3. MODES OF USE OF THE REMOTE ACCESS INSTRUMENTS**

- 3.1. Pursuant to the Agreement, the Bank ensures the Customer a possibility to use the Remote Access Instruments for the receipt of Services. The Services are received by the Users on behalf of the Customer, in compliance with the scope of authority granted to each User under the Agreement or the Power of Attorney.
- 3.2. The scope of powers granted to the User to receive Services by means of the Remote Access Instruments is determined by the mode of use of the Remote Access Instrument indicated in the Agreement or the Power of Attorney. Provided that the Bank agrees to it, the Customer may grant to the User an authority to receive only certain Services and/or entitlement to operate only with certain Accounts.
- 3.3. The User may use the System in one of the following modes:
  - 3.3.1. informative mode providing the User with the right to receive information about the Accounts and the Customer's transactions;
  - 3.3.2. drafting mode providing the User with the right to prepare Payment Orders and receive information about the Accounts and the Customer's transactions;
  - 3.3.3. payment mode providing the User with the right to receive information about the Accounts and the Customer's transactions, and to prepare and approve the Payment Orders and submit them to the Bank;
  - 3.3.4. full mode providing the User with a right to receive information about Accounts and the Customer's transactions, to prepare and approve Notices and submit them to the Bank.
- 3.4. The Customer who is a natural person may grant to the User the authority to use the System only in the informative or full mode, unless the Parties have agreed otherwise.
- 3.5. The User may use the Contact Centre Services in one of the following modes:
  - 3.5.1. limited mode providing the User with the right to receive information about the Accounts and the Customer's transactions, and to submit certain kinds of Notices to the Bank. Using this mode, there are limited kinds of Notices that can be submitted, i.e. the User can apply for certain Services, agree with the Bank on amendments to certain Service Agreements, waive certain Services, make payments between the Customer's accounts with the Bank and payments to the Bank or third parties – Bank's collaboration partners – to their accounts with the Bank related with the Services applied for or used by the Customer, and to use other Services specified by the Bank, but the User cannot make payments to other persons or other accounts not expressly specified in this sub-Clause. A reference to the informative mode in any document

- prepared by the Bank or submitted to the Bank in relation to the services provided by the Bank shall mean a reference to the limited mode;
- 3.5.2. full mode providing the User with the right to receive information about the Accounts and the Customer's transactions, to approve and submit Notices to the Bank.
  - 3.6. Where the User uses the Contact Centre Services, the Bank may refuse the provision of information and/or acceptance of a Notice or execution of the order presented in the Notice, if receipt of such information or submission of such Notices is not permitted by the mode in which the User is entitled to use the System to receive Services on behalf of the respective Customer.
  - 3.7. Where under the Agreement or the Power of Attorney the User is entitled to receive information about the Customer's transactions, the Bank is also entitled to provide to the User an information about the Customer's transactions with Bank's Associated Parties.
  - 3.8. Where the User is entitled to use the Remote Access Instruments in any of the modes indicated in this Chapter, the User's rights under the respective mode shall be valid in relation to all accounts of the Customer with the Bank, unless the Agreement or the Power of Attorney provides otherwise.

#### **4. GRANTING, CHANGING AND CANCELLATION OF THE USER'S AUTHORITY**

- 4.1. To use the Remote Access Instruments for the receipt of Services the Customer shall appoint the Users by submitting a Power of Attorney for each User, except in the case indicated in Clause 4.3 when the User and the Customer is one and the same natural person. In order to establish the procedure according to which the Users are entitled to approve and submit Notices by means of the Remote Access Instruments, the Customer shall additionally conclude the Arrangement on the Right of Approval with the Bank.
- 4.2. The Bank registers the authority granted to the User in the respective Bank's information system no later than on the next banking day following the receipt of the documents indicated in Clause 4.1. The Bank registers the User's authority according to this Clause, provided the entitlement to receive Services on their own behalf is registered for the respective User in accordance with the Rules.
- 4.3. The Customer who is a natural person becomes the User and is granted the authority to receive Services on his/her own behalf under the Agreement. The Bank registers the User's authority to receive Services on his/her own behalf in the respective Bank's information system no later than on the next banking day following conclusion of the Agreement.
- 4.4. The User's right to receive Services by using the Remote Access Instruments shall take effect as of their registration in accordance with the provisions of Clause 4.2 or 4.3.
- 4.5. The Customer who is a natural person is entitled, as the User, to receive Services on behalf of another customer of the Bank, provided the Bank has registered the Customer's authority to receive Services on behalf of the respective customer of the Bank in accordance with Clause 4.2.
- 4.6. To change the scope of authority granted to the User under the Power of Attorney, the Customer shall submit to the Bank a new Power of Attorney regarding the respective User. To change the procedure according to which the Users are entitled to approve and submit Notices to the Bank, the Customer shall conclude a new Arrangement on the Right of Approval with the Bank (provided such agreement was concluded previously between the Parties in accordance with Clause 4.1). The Bank registers the respective changes no later than on the next banking day following the receipt of documents stated in this Clause. Change of the scope of the User's authority and the procedure of approval and submission of Notices takes effect as of registration of the respective changes in accordance with the provisions of this Clause.
- 4.7. The Customer may suspend the authority granted to the User to receive Services on behalf of the Customer by submitting a respective order to the Bank. In such case the authority granted to the User is suspended for a period of time until its renewal by the Bank on the basis of a respective order of the Customer. The Bank suspends or renews the User's authority to receive Services on behalf of the Customer on the basis of the Customer's written order no later than on the next Bank's business day following the receipt of such order. If the Customer's order on suspending the User's authority is submitted to the Bank by telephone, using the Contact Centre Services, the Bank shall immediately suspend the User's authority after such order is received.
- 4.8. The Bank is entitled to suspend the User's authority to receive Services on behalf of the Customer without receipt of the respective order from the Customer in the following cases:
  - 4.8.1. there is threat of illegal use of the Customer's Funds;
  - 4.8.2. the Customer or the User fails to comply with the provisions of the Agreement;
  - 4.8.3. the Bank has reasonable doubt regarding the User's entitlement to receive Services on behalf of the Customer;
  - 4.8.4. in other cases according to the General Terms and Conditions.
- 4.9. To cancel the authority to receive Services on behalf of the Customer granted to the User under the Power of Attorney, the Customer shall submit to the Bank an order acceptable as to its form and substance to the latter. The Bank cancels the User's authority to receive Services on behalf of the Customer on the basis of the Customer's written order no later than on the next Bank's business day following receipt of such order. If the Customer's order on cancellation of the User's authority is submitted to the Bank by telephone, using the Contact Centre Services, the Bank shall immediately cancel the User's authority after such order is received. The authority granted to the User under the Power of Attorney shall cease as of cancellation of such authority by the Bank in accordance with the provisions of this Clause.
- 4.10. The Bank is entitled to assume any Power of Attorney to be valid until the Customer has submitted to the Bank, in accordance with the provisions of the Rules, a respective order on the cancellation of authority granted to the User under such Power of Attorney and until the Bank has cancelled the authority granted to the User on the basis of such order.
- 4.11. The Bank is entitled to refuse to register, renew or cancel the User's authority or register changes in the scope of the authority granted to the User if the Customer has not signed in the presence of the Bank's representative the document on the basis of which the Bank registers, renews or cancels the User's authority or registers changes in the scope of the authority granted to the User in accordance with the provisions of this Chapter.

- 4.12. The User may at any time waive the authority granted to them under the Power of Attorney by notifying the Bank in writing.

## **5. RECEIPT, USE AND SAFEKEEPING OF THE MEANS OF IDENTIFICATION**

- 5.1. When concluding the Agreement with the Customer who is a natural person the Bank allocates to this Customer acquiring the status of the User the Login Name and, at the option of the Customer, either issues the Code Card or activates and issues the Code Calculator, provides the User with the possibility to create the Login Password (if necessary) in accordance with the System User's Guide as well as ensures sending of the necessary SMS Codes to the User during the use of the Services.
- 5.2. The User shall apply the relevant Means of Identification to prove their identity when using the Remote Access Instruments.
- 5.3. Where receiving Services on behalf of the Customer under the Power of Attorney, the User shall use such Means of Identification to prove their identity as corresponds to the type of the Means of Identification specified in the Power of Attorney. In such case the User is also entitled to use such Means of Identification whose safety degree is marked as higher in the Handbook than that for the Means of Identification indicated in the Power of Attorney.
- 5.4. Provided the Bank when accepting the Notice has verified the User's identity with the Means of Identification, it is deemed that such Notice has been approved by the User corresponding to the respective Means of Identification, although the respective Notice might have been approved by another person who used the User's Means of Identification. If the Customer is a Consumer, the provisions of this Clause shall apply to the extent that the Consumer Rights Protection Law and other consumer rights protection laws and regulations do not provide otherwise.
- 5.5. If the Login Password is created, the User shall change the Login Password through the System regularly, in compliance with the Login Password's change period.
- 5.6. The User shall keep safely all Means of Identification and ensure that they are not to be accessed by and passed or disclosed to third parties. The User shall safe-keep the Means of Identification separately from each other.
- 5.7. The User is responsible for specifying correct mobile telephone number to the Bank for the sending of SMS Codes. If the User changes its mobile telephone number to which the Bank is sending SMS Codes, the User shall submit the new mobile telephone number to the Bank promptly.
- 5.8. To prevent unauthorised use of the Means of Identification, the User shall immediately inform the Bank in writing or by telephone, if any of these Means of Identification have fallen into the possession of third parties or the User has suspicion of that. In such case the Bank is entitled to verify the User's identity by any information at the option of the Bank in relation to such User. After receipt of such notice the Bank terminates the verification of the User's identity by the respective Means of Identification as soon as possible.
- 5.9. If the User submits the notice indicated in Clause 5.8 in relation to such Means of Identification which is used for the verification of the User's identity in the System, the Bank also blocks the User's access to the System as soon as possible after receipt of such notice. The Bank is further entitled to block the User's access to the System in the case the User has five times in succession made a mistake when entering any of the Means of Identification in the System. In the cases described in this Clause the User's access to the System can be renewed on the basis of the User's instruction submitted to the Bank in writing or in other form acceptable to the Bank.

## **6. USE OF THE SYSTEM**

- 6.1. The provisions of this Chapter shall apply where the Customer uses the System to receive the Services.
- 6.2. To access the System the User shall use the internet address specified by the Bank or Mobile Application. Information about this address and Mobile Application is available to the Customer in accordance with the Clause 2.6.
- 6.3. The User shall use the System in accordance with the Rules and the Bank's guidelines provided in the Handbook and shall take all necessary measures to prevent a third party accessing the System.
- 6.4. When using the System the User shall apply the following Means of Identification to evidence their identity:
  - 6.4.1. if the Code Card is used – the Login Name, the Login Password and an identification code from the Code Card;
  - 6.4.2. if the Code Calculator is used – the Login name and the identification code generated by the Code Calculator as well as in the cases specified in the System User's Guide - the Login Password.
- 6.5. The User may use one or several Means of Identification to prove their identity, depending on the type of Service.
- 6.6. To approve and submit a Notice to the Bank, the User shall use:
  - 6.6.1. if the Code Card is used – an identification code from the Code Card and SMS Code;
  - 6.6.2. if the Code Calculator is used – an identification code generated by the Code Calculator and, in cases determined by the Handbook (depending on the Code Calculator model employed by the User), SMS Code as well.
- 6.7. The Handbook defines the exceptions from the procedure of confirming Notices envisioned by Clause 6.6, when all or some of the codes indicated in the sub-Clauses of Clause 6.6 for confirmation of a Notice are not necessary.
- 6.8. When using the System via the Mobile Application, the PIN Code of Mobile Application may be used for identification of the User and approval and submission of particular types of Notices.
- 6.9. The User on his/her own behalf as a Customer or – unless otherwise specified in the Power of Attorney – as a Customer's authorised representative on behalf of a Customer, may agree with the Bank that for proving User's identity and approval and submission of Notices via System may be used other Mean of Identification that is not specified in this Section.

- 6.10. Respective Means of Identification entered in the System and electronically delivered by the System to the Bank are deemed equivalent to the User's personally made signature.
- 6.11. Any Notice approved according to the Rules and submitted to the Bank using the System shall be binding to the Customer, the User and the Bank, and in terms of legal force is equivalent to a document drawn up on paper and signed by the User his/her self.
- 6.12. Information provided by the Bank and reflected in the System or delivered through the System is deemed to be binding to the Customer and the User, and in terms of legal force is equivalent to a document drawn up on paper and signed by the Bank.
- 6.13. If there is an Arrangement on the Right of Approval concluded between the Parties, the Bank accepts Notices submitted by the User on behalf of the Customer, provided such are approved in compliance with the provisions of the Arrangement on the Right of Approval.
- 6.14. The Bank is entitled to record and register operations performed through the System and in the case of necessity use such records as justification and evidence of the Services received or Notices submitted by the Customer.
- 6.15. The User may change the Login Password through the System or by submitting a respective order in a form of paper document to the Bank, or in other way indicated in the Handbook. In the cases specified by the Bank the Login Password may be changed on the basis of the User's order submitted to the Bank via the Contact Centre Services.

## **7. SYSTEM USE LIMITS**

- 7.1. The Customer is entitled to set System Use Limits by concluding a respective agreement with the Bank. If the Customer has not set the System Use Limits, the System Use Limits set by the Bank shall be applied.
- 7.2. The Customer may set the System Use Limits in relation to all Current Accounts or to each Current Account separately. Where the Customer has set System Use Limits in relation to each Current Account separately, in the event of opening a new Current Account the Customer is entitled to make payment from that Current Account through the System only after a relevant agreement is concluded between the Parties about application of the System Use Limits in relation to the new Current Account.
- 7.3. The Bank shall not accept the Payment Order if the amount of payment indicated in it exceeds the Payment Limit.
- 7.4. The Bank will execute the Payment Order provided the Daily Limit is not exceeded as a result of the executed Payment Order.
- 7.5. System Use Limits shall not apply to the following payments and Payment Orders:
  - 7.5.1. Payment Orders for making or supplement term deposits (except where for submission of such Payment Order the User has used any of the special online forms provided in the System for making payments);
  - 7.5.2. Payment Orders for the automatic payments of third party invoices in accordance with the agreement between the Parties;
  - 7.5.3. Payment Orders submitted to the Bank using the online form available under the System section "Messages";
  - 7.5.4. Service Fees debited by the Bank from the Current Account in relation to execution of Payment Orders submitted to the Bank through the System;
  - 7.5.5. Payment Orders for making payment to any of the Customer's accounts with the Bank if the Payment Order is submitted to the Bank using the online form available under the System section "Currency exchange" or "Payment within own accounts".
- 7.6. Pursuant to the agreement between the Parties, in addition to the cases indicated in the Rules, the Customer may specify other payments or Payment Orders to which System Use Limits shall not apply.
- 7.7. The Bank may unilaterally reduce the System Use Limits set by the Customer in accordance with procedure provided in Clause 2.5.

## **8. CONTACT CENTRE SERVICES**

- 8.1. If in accordance with the Agreement the Customer has agreed with the Bank on the Contact Centre Services, the Bank shall provide the Contact Centre Services to the Customer in accordance with the provisions of this Chapter and the General Terms.
- 8.2. The Customer who is a natural person is entitled to use the Contact Centre Services to receive Services on their own behalf, provided that such authority is granted for the Customer as the User under the Agreement. The User representing the Customer under the Power of Attorney is entitled to use the Contact Centre Services to receive Services on behalf of the Customer provided such authority is granted to the User under the Power of Attorney.
- 8.3. Where the User uses the Contact Centre Services, they shall use the User's name and surname, the Login Name, the Code Calculator's serial number and an identification code generated by the Code Calculator to evidence their identity. The Bank is entitled to request, as a safety measure, that the User repeatedly generates a new identification code in the Code Calculator and announces it to the Bank.
- 8.4. Where the User uses the Contact Centre Services and receives Services available under the Rules in the limited mode of the Contact Centre Services, the User may also prove their identity in any of the following manners:
  - 8.4.1. To prove their identity the User may use their name, surname, person's identity number and Login Name if the telephone number from which the User is calling the Bank corresponds to the telephone number indicated by the User to the Bank for this purpose. The telephone number to be used for verification of the User's identity is indicated by the User in the Agreement concluded by the User as the Customer with the Bank. The User may change this telephone number by submitting to the Bank a respective notice on the change of this telephone number;
  - 8.4.2. To prove their identity the User may use other Means of Identification, which in accordance with the General terms or other Service Agreement can be used for the verification of the User's identity by telephone.

- 8.5. The Bank has the right to refuse accepting a Notice if the concluded Arrangement on the Right of Approval specifies that for the approval of such Notice more than one User is necessary.

## **9. SERVICE FEES**

- 9.1. The Customer shall pay the Service Fees applicable to use of the Remote Access Instruments pursuant to the List of Conditions.
- 9.2. The Bank is entitled to debit the Service Fees due to the Bank under the Rules from the Current Accounts of the respective Customer in accordance with the General Terms and Conditions.
- 9.3. The User shall pay to the Bank the Service Fee specified in the List of Conditions for connection of the Means of Identification allocated to the User, unless the Parties have agreed otherwise. If in accordance with agreement made between the Parties the Service Fee indicated in this Clause is payable by the Customer, the Customer authorises the Bank to debit this Service Fee from any Current Account.

## **10. OTHER PROVISIONS**

- 10.1. The Customer is entitled to use the Remote Access Instruments only for the purposes specified under the Rules.
- 10.2. The Bank shall execute the Payment Orders submitted to the Bank by means of the Remote Access Instruments in compliance with the relevant rules of the Bank providing for the procedure of execution of the Payment Orders.
- 10.3. The Bank is entitled to contact the Customer or the User repeatedly and to verify origin and correctness of the Notice.
- 10.4. The Bank is entitled not to accept the Notice or not to execute the order contained in the Notice or to refuse to provide the Service in the following cases:
- 10.4.1. the Customer or the User fails to comply with the provisions of the Agreement;
  - 10.4.2. the Bank fails to gain confidence in the Customer's or User's identity or genuineness of will;
  - 10.4.3. the content of the Notice is not clear;
  - 10.4.4. the User fails to confirm the content of the Notice upon the Bank's request;
  - 10.4.5. no free funds in the amount necessary for execution of the order stated in the Notice and payment of the related Service Fee are available in the respective Account;
  - 10.4.6. the restrictions applicable to receipt of Services under the Rules are not complied with;
  - 10.4.7. the Payment Order is submitted to the Bank by using the online form available under the System's section "Messages";
  - 10.4.8. the Bank has suspicion of performance of illegal activities;
  - 10.4.9. the Bank is entitled to such right under legal enactments, General Terms or an agreement between the Parties.
- 10.5. The Customer shall verify regularly, but not less frequently than once per calendar month, whether the information about the Services provided to the Customer as reflected in the Current Account statement or in the System is accurate and shall promptly inform the Bank in writing about any discrepancies.
- 10.6. The Customer has the right to file complaints with the Bank in relation to the use of the Remote Access Instruments within 50 (fifty) days after receipt of the respective Service. If the Customer files no complaints with the Bank within the above period of time it is deemed that the Customer has no complaints in regard to the received Service. If the Customer is a Consumer, the provisions of this Clause shall apply to the extent that the Consumer Rights Protection Law and other consumer rights protection laws and regulations do not provide otherwise.
- 10.7. The Customer shall ensure that the hardware and software used by the User when accessing the System and/or the Contact Centre Services complies with all the technical and safety requirements set forth by the Bank.

## **11. LIABILITY**

- 11.1. Each of the Parties shall be liable for failure or undue performance of the obligations under the Agreement pursuant to the Bank's General Terms, as far as the Agreement and the Rules do not provide otherwise.
- 11.2. The Customer shall be liable for all operations performed by the User in accordance with the Rules on behalf of the Customer by means of the Remote Access Instruments.
- 11.3. The Customer shall be liable for truthfulness, accuracy and completeness of the information provided by the Customer to the Bank in relation to use of the Remote Access Instruments or the receipt of Services, and information indicated in the Notice; as well as for timely informing about changes in the said information. Should false, inaccurate or incomplete information be provided or such provision be delayed, the Customer shall compensate all losses incurred by the Bank in this regard. The Bank shall not be liable for possible inaccuracies and mistakes in Notices, except where such have appeared due to the Bank's fault.
- 11.4. The Customer shall be liable for any losses caused due to the User failing to ensure relevant safekeeping of the Means of Identification to prevent the possibility for the third parties to use the Remote Access Instruments or Means of Identification, or due to the User having failed to comply with other safety requirements set forth by the Bank. The Bank shall not be liable for losses caused to the Customer if a third party has had a possibility to use the Remote Access Instruments or the Means of Identification due to the fault of the Customer or the User.
- 11.5. The Bank shall not be liable for losses caused to the Customer due to defects or failures in the means of communication or technical equipment used by the User or due to that Remote Access Instruments or their separate functions are not available to the User because of technical reasons.
- 11.6. The Bank shall not be liable for losses caused to the Customer in the event the Customer or the User has failed to comply with the Agreement or other regulations binding on the Customer or the User under the Agreement.
- 11.7. The Bank shall not be liable for Services received by the Customer from third parties by means of the Remote Access Instruments or for losses caused to the Customer in relation to such Services.

11.8. The Bank shall not be liable for the Customer's losses in the event the validity of the Power of Attorney has expired and the Customer has failed to submit to the Bank the order of cancellation of the authority granted under the foregoing Power of Attorney as provided for by the Rules.

## **12. TERMINATION OF THE AGREEMENT**

12.1. The Customer is entitled to terminate the Agreement unilaterally at any time by notifying the Bank in writing. In such case the Bank will suspend provision of Services within 1 (one) Bank's business day after receipt of the Customer's written notice.

12.2. Unless otherwise specified in the applicable regulatory enactments the Bank is entitled to suspend provision of Services to the Customer and/or terminate the Agreement unilaterally at any time subject to prior notice:

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

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

12.3. Unless otherwise specified in the applicable regulatory enactments the Bank is entitled to suspend provision of Services to the Customer and/or to terminate the Agreement unilaterally without a prior notice in the following cases:

12.3.1. the Customer or the User fails to comply with the provisions of the Agreement;

12.3.2. the Customer has not used any of the Remote Access Instruments for 3 (three) successive calendar months;

12.3.3. all Current Accounts are closed;

12.3.4. in other cases in which the Bank is entitled to unilateral withdrawal from the Agreement pursuant to the General Terms.

12.4. The Agreement shall stay into effect until the Parties completely fulfil their obligations under the Agreement.