



RULES FOR REGULAR INVOICE PAYMENT 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

TERMS USED IN THE RULES

1.1. The following terms are used in these rules:

- 1.1.1. **Due Date** – the final payment date as specified in the Invoice. If the Due Date specified in the Invoice is not a banking day, the last banking day before the final payment date specified in the Invoice shall be deemed as the Due Date. If the Banking day is transferred to a Saturday it shall not be deemed as the Due Date and shall not be taken into account when determining Payment day accordingly to the Rules;
 - 1.1.2. **Regular Invoice Payment** – a service, as a result whereof the Bank receives the Invoices drawn by the Company and makes Payments in order to pay such Invoices;
 - 1.1.3. **Bank** - AS DNB banka (registered in the Commercial Register maintained by the Register of Enterprises of the Republic of Latvia; uniform registration number: 40003024725; registered address: Skanstes iela 12, Riga, LV-1013; homepage address on the Internet: www.dnb.lv; electronic mail address: info@dnb.lv);
 - 1.1.4. **Identifier** – an identifier determined by the Company (a combination of letters, digits and/or symbols), specified by the Customer in the Agreement, and which is used by the Company for identification of the Invoices to be sent to the Bank to make the respective payments in conformity with the Agreement (for example, the customer's number, the agreement number, telephone number);
 - 1.1.5. **Customer** – a person who has concluded or has expressed an intention to conclude the Agreement with the Bank;
 - 1.1.6. **Account** – the Customer's current account or card account opened with the Bank, from which Payments shall be made;
 - 1.1.7. **Account Maintenance and Card Usage Rules** – the Bank's Account Maintenance and Card Usage Rules;
 - 1.1.8. **Limit** - the maximum amount of single Payment specified by the Customer in the Agreement, which cannot be exceeded in one Invoice payment made by the Bank;
 - 1.1.9. **Parties** – the Customer and the Bank (collectively);
 - 1.1.10. **Agreement** – an agreement on the Regular Invoice Payment concluded between the Parties;
 - 1.1.11. **Payment** – the credit transfer made by the Bank on the basis of the Invoice thus received from the Customer's Account to the Company's account notified by Fitek to the Bank for payment of the respective Invoice, in conformity with the provisions of the Agreement;
 - 1.1.12. **Rules** – these rules (Rules for Regular Invoice Payment of the Bank);
 - 1.1.13. **Fitek** – Fitek Fitek AS (registered in the Commercial Register maintained by the Register of Enterprises of the Republic of Latvia; uniform registration number: 40003380477, homepage address on the Internet www.fitek.lv; electronic mail address: info@rekini.lv), which ensures a technical solution for the Regular Invoice Payment (among other things, on the Bank's behalf receives Invoices, process them and provides to the Customer the opportunity to obtain the information on the Invoices, to view them on the Website and use other services);
 - 1.1.14. **Service User** – the person who has entered into the agreement with the Company on goods purchase or receipt of services and on whom the Invoices is drawn for the goods purchased or services received. The Service User and the Customer may be one and the same person;
 - 1.1.15. **Website** – the Internet home page www.rekini.lv maintained by Fitek where the Customer and/or Service User can view the Invoices and also receive other Fitek services;
 - 1.1.16. **Invoice** – an invoice made out in an electronic form, specifying the amount of money to be paid for the services provided or the goods sold by the Company, which the Company through Fitek sends to the Bank on the basis of the Identifier specified in the Agreement;
 - 1.1.17. **Company** – the beneficiary mentioned in the Agreement, whose Invoices shall be paid in accordance with the Agreement and which has concluded a cooperation agreement with Fitek on ensuring the Regular Invoice Payment;
 - 1.1.18. **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 PROVISIONS

- 2.1. The Rules govern the legal relationships between the Parties in relation to the Regular Invoice Payment. References to the Bank's Rules for Automatic Bill Payments, agreement on the automatic bill payment concluded between the Parties and automatic bill payment service in all documents governing legal relationships between the Parties shall be deemed as the references to the Rules, Agreement or Regular Invoice Payment (respectively).
- 2.2. The legal relationships between the Parties in relation to the Regular Invoice Payment shall be also governed by the List of Conditions, Account Maintenance and Card Usage Rules, Payment Rules and the General Terms, unless otherwise provided in the Rules. The documents mentioned in this Clause are available upon the Customer's request at the Places of Service during the Bank's Working Hours or on the Bank's Website.
- 2.3. By signing the Agreement the Customer confirms to the Bank that the Customer has acquainted with the documents specified in Clause 2.2, agrees to them and undertakes to comply with them.
- 2.4. The Bank is entitled to unilaterally amend the Rules in accordance with the General Terms.
- 2.5. The Customer shall pay to the Bank the Service Fees for the Regular Invoice Payment and other services provided by the Bank in relation to the Regular Invoice Payment in accordance with the List of Conditions effective at the moment of provision of a respective service.
- 2.6. Information about the Companies having a cooperation agreement with Fitek on ensuring the Regular Invoice Payment and types of Identifiers determined by these Companies as well as other information on the Regular Invoice Payment, is available to the Customer on the Website or upon request in the Bank.
- 2.7. The Bank shall submit to Fitek the information on:
 - 2.7.1. entering into the Agreement with the Customer (among other things, specifying the Customer's first name, last name, personal ID code and the Identifier), on termination and changes of the Agreement so that Fitek would ensure Regular Invoice Payment (i.e. inform the Company on the Invoice delivery type and would deliver the Invoices to the Bank),
 - 2.7.2. on every Payment made (the Payment status), so that Fitek would inform the Company on the Invoice payment and record the Invoice payment fact for the Service User and/or Customer on the Website.
- 2.8. If the Customer is not the Service User, by signing the Agreement the Customer confirms to the Bank that the Customer has the right to conclude the Agreement on payment of the Invoices drawn to the Service User and that the Service User accepts the conclusion of the Agreement (also that Invoices drawn to the Service User will be sent to the Bank).

3. CONCLUSION OF THE AGREEMENT

- 3.1. By signing the Agreement the Customer assigns the Bank to make the Payments on the basis of the Invoices received by the Bank.
- 3.2. The Agreement shall become effective at the moment of its signing by the Parties. If the Customer has signed the Agreement at the Company or on the Website the Agreement comes into force at the moment when the Bank has received the Agreement signed by the Customer, verified the information specified therein and registered it in the Bank's respective information system. The Regular Invoice Payment shall start on term provided in the Agreement. The information on the Agreement coming into effect is available to the Customer on the Website, the Bank's Internet Bank (if the Customer has entered into the Internet Bank use agreement with the Bank) or upon request at the Bank. If any obstacles to the performance of the Agreement registered in the respective Bank's system exist (for example, with relation to the fact that the Customer has specified in the Agreement an erroneous Identifier or the Company does not agree to send to the Bank Invoices drawn on the Service User which is not the Customer), the Bank shall have the right to terminate the Agreement unilaterally with immediate effect having notified the Customer accordingly to the Customer's e-mail address specified in the Agreement (if such is specified in the Agreement).
- 3.3. If the Agreement is concluded with the help of the Means of Distance Communication, the Customer in accordance with the consumer rights protection regulatory enactments shall have the right within 14 (fourteen) days after conclusion of the relevant Agreement to exercise the right to unilaterally withdraw from the Agreement. The procedure and the consequences of exercising the right of withdrawal in determined in the General Terms.

4. RECEIPT OF INVOICES IN THE BANK

- 4.1. Based on the Agreement entered into, the Bank shall notify Fitek that the Company shall further send to the Bank the Invoices drawn on the Service User via Fitek. The conclusion of the Agreement shall not oblige the Company to send Invoices to the Bank, and the Company may decide to refuse sending Invoices to the Bank using Fitek mediation (for example, if the delivery of such Invoices does not comply with the Invoices delivery type specified by the Service User and the Company or the Company does not agree to send to the Bank Invoices drawn to the Service User which is not the Customer).
- 4.2. The Invoices, for the payment of which the Customer has entered into the Agreement, are available to the Customer on the Website. The Customer may have access to the Website using

Website's user name and password or the link to the Website placed in the Bank's Internet Bank. If the Customer is the Service User, the Customer shall have the full-scope access to the Invoice in the view and form, in which the Company sends it to the Service User. If the Customer is not the Service User, the Customer shall have access to a restricted information on the Invoice on the Website.

- 4.3. The Invoices are available to the Customer on the Website for 6 (six) months after they have been placed on the Website.

5. PAYMENT OF INVOICES

- 5.1. On the basis of each received Invoice the Bank shall make the Payment.
- 5.2. The Bank shall not make Regular Invoice Payment in respect to the Invoices received prior to the date from which Regular Invoice Payment starts in accordance with the Agreement as well as in respect to the Invoices with the expired Due Date.
- 5.3. If the Customer has specified in the Agreement the number of a payment card issued to the Customer by the Bank, but has not specified the Account number, the Bank shall be entitled to make the Regular Invoice Payment from the Customer's account, to which such payment card is linked. In such case the reference to the Account in the Rules shall mean the reference to the Customer's account, to which the payment card mentioned in the Agreement is linked.
- 5.4. The Bank and Fitek do not check compliance of the received Invoice with the agreement mutually concluded between the Service User and the Company and the goods actually sold and services actually provided by the Company.
- 5.5. Regular Invoice Payment shall be made in the currency specified in the Invoice without exceeding the Limit. If the currency specified in the Invoice differs from the currency of the Account, the Bank shall exchange freely available funds on the Account in the amount required for paying the Invoice in accordance with the currency exchange rate set by the Bank effective at the moment of payment of the Invoice.
- 5.6. If the amount specified in the Invoices exceeds the Limit and the Customer in the Agreement has allowed partial payment of the Invoice, then the Bank shall make a partial payment of the Invoice in the amount of the Limit. If the respective Company, to pay whose Invoices the Agreement is concluded, has not agreed to receive part of the Invoice amount, the Customer shall have no opportunity to allow partial Invoice payments when entering into the Agreement. If the Customer executes the Agreement at the Company that agrees to receive part of the Invoice amount, it shall be deemed that by signing the Agreement the Customer has allowed partial payment of the Invoices.
- 5.7. On the 2nd (second) banking day before the Due Date the Bank shall make the Payment by debiting from the Account the amount required to pay the Invoice and related Service Fees. The Customer shall ensure that within this term the amount necessary for paying in full the Invoice and the Service Fees related thereto is freely available on the Account.
- 5.8. If within the term specified in Clause 5.7 there are no readily available funds in the Account in the amount required for paying in full the Invoice and the Service Fees related thereto, the Bank will check the balance of freely available funds on the working day before the Due Date and on the Due Date. The Bank shall make the Payment if at the time when the Bank makes such a check there are freely available funds on the Account in the amount required to pay the Invoice and related Service Fee. If the Customer has allowed partial Invoice payments in the Agreement then on the Due Date the Bank shall make a partial payment of the Invoice only if on such date the freely available amount on the Account is at least aggregate of EUR 0.49 (forty nine cents) and the amount necessary for the payment of the Service Fee related to the execution of the Payment. The Bank shall make a partial Invoice payment, first debiting from the Account the Service Fee due to the Bank and then using the remaining amount of funds available on the Account for the partial Invoice payment.
- 5.9. The Bank shall make the Payment within the term when a relevant type of payment should be made in accordance with the List of Conditions.
- 5.10. The Bank is entitled not to make the Payment, if any of the following conditions exist:
 - 5.10.1. the Bank has not received the Invoice;
 - 5.10.2. Identifier specified in the Agreement is incorrect;
 - 5.10.3. in case the Customer has not agreed to partial Invoice payments in the Agreement – there are no freely available funds on the Account in the amount required for paying the Invoice in full and the Service Fees related thereto and;
 - 5.10.4. the amount of the Invoice exceeds the Limit and the Customer in the Agreement has not accepted the partial payment of the Invoice;
 - 5.10.5. in other cases in accordance with the regulatory enactments, the Bank's rules or agreements between the Parties.
- 5.11. The Customer is entitled to cancel the running Regular Invoice Payment before the end of the banking day followed by the funds debiting day specified in Clause 5.7. This cancelation shall be done by submitting to the Bank a written notification at any of the Places of Service or via the Bank's Internet Bank (if the Customer has entered into the agreement with the Bank on the use of its Internet Bank). Till the moment when Fitek has sent to the Bank the information about the

respective Invoice (the information about it is available to the Customer on the Website) the Customer may submit such a notice also on the Website.

6. LIABILITY

- 6.1. The Bank is responsible for making the Payment in accordance with the Agreement and the provisions of applicable regulatory enactments.
- 6.2. The Customer is responsible for the correct specification of the Identifier in the Agreement.
- 6.3. The Bank is not responsible for losses incurred by the Customer, Service User or any third party due to failure to make the Regular Invoice Payment in any of the cases mentioned in Clause 5.10.
- 6.4. The Bank is not responsible for any mutual claims between the Customer, Service User and the Company.
- 6.5. In addition to the provisions of this Section the liability of the Customer and the Bank in relation to the Regular Invoice Payment shall be regulated by the General Terms and the Account Maintenance and Card Usage Rules.

7. TERM OF VALIDITY OF THE AGREEMENT

- 7.1. The Agreement is concluded for an indefinite period of time, unless a specific term of validity of the Agreement is specified in the Agreement.
- 7.2. The Customer may unilaterally terminate the Agreement, having notified the Bank in writing at least 1 (one) banking day in advance.
- 7.3. The Bank may unilaterally terminate the Agreement, having notified the Customer at least 30 (thirty) days in advance, but the Consumer – at least 60 (sixty) days in advance. The Bank may unilaterally terminate the Agreement with immediate effect without prior notice to Customer, if any of the following conditions exist:
 - 7.3.1. the Account is closed;
 - 7.3.2. the Account number or the Identifier specified in the Agreement is incorrect;
 - 7.3.3. a cooperation agreement on ensuring the Regular Invoice Payment between the Company and Fitek or between the Bank and Fitek is terminated;
 - 7.3.4. the agreement between the Service User and Company, on the basis of which the Invoices are drawn, is terminated;
 - 7.3.5. in other cases stipulated by the General Terms;
 - 7.3.6. the Bank has not received any Invoices from Fitek within the framework of the respective Agreement for 13 (thirteen) subsequent months.
- 7.4. The Agreement shall terminate if the Bank receives from Fitek the information that during the effective period of the Agreement another agreement on payment of the invoices drawn by the Company has been made with the Identifier specified in the Agreement.
- 7.5. Upon termination of the Agreement the Bank terminates ensuring Regular Invoice Payment to the Customer on the basis of the Agreement (also the Invoice, which has been received by the Bank during the effective period of the Agreement and not yet paid).
- 7.6. The Bank may unilaterally amend the provisions of the Agreement without previous notice to the Customer, if respective amendments arise from such changes in the Company's activities (e.g., transfer of Company's obligations to a third party through reorganisation) that prevent the Bank to fulfill the Agreement with the existing provisions.
- 7.7. The information about amendments to the Agreement made in accordance with Clause 7.6 and on the termination of the Agreement is available to the Customer on the Website, the Bank's Internet Bank (if the Customer has entered into the Internet Bank use agreement with the Bank) or upon request at the Bank.