



RULES FOR AUTOMATIC BILL PAYMENT OF AS DNB Banka

APPROVED

Edition of 09.06.2014, by the decision of the Management Board of AS DNB banka dated 09.06. 2014, Effective from 20.08.2014

1. TERMS USED IN THE RULES

- 1.1. The following terms are used in these rules:
 - 1.1.1. **Automatic Bill Payment** - a service, as a result whereof the Bank on the basis of the Agreement and the Bills issued by the Company makes payments from the Account to pay the Company's Bills;
 - 1.1.2. **Bank** - AS DNB banka (registered in the Commercial Register maintained by the Register of Enterprises of the Republic of Latvia; unified registration number: 40003024725; legal address: Skanstes iela 12, Riga, LV-1013; homepage address on the Internet: www.dnb.lv; electronic mail address: info@dnb.lv);
 - 1.1.3. **Identifier** - an identifier allocated or determined by the Company (a combination of letters, digits and/or symbols), specified by the Customer in the Agreement, which is used by the Company for identification of the paid Bill (for example, the Customer's number, the agreement number, a telephone number).
 - 1.1.4. **OpusCapita** - Joint Stock Company "OpusCapita" (registered in the Commercial Register maintained by the Register of Enterprises of the Republic of Latvia; unified registration number: 40003380477), which, representing the Company, ensures a technical solution for the Automatic Bill Payment in cases when the Bank itself has not concluded with the Company a cooperation agreement on ensuring the Automatic Bill Payment;
 - 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 the Automatic Bill Payment shall be made;
 - 1.1.7. **Account Maintenance and Card Use Rules** means the Bank's Account Maintenance and Card Use Rules;
 - 1.1.8. **Limit** - the maximum amount of one payment specified by the Customer in the Agreement, which cannot be exceeded in one Bill payment made by the Bank;
 - 1.1.9. **Parties** - the Customer and the Bank (collectively);
 - 1.1.10. **Agreement** - an agreement on the Automatic Bill Payment concluded between the Parties;
 - 1.1.11. **Rules** - these rules (Rules for Automatic Bill Payment of the Bank);
 - 1.1.12. **Bill** - a bill made out in a special electronic form, specifying the amount of money to be paid for the services provided or the goods sold by the Company, which the Company itself or through OpusCapita sends to the Bank on the basis of the Identifier specified in the Agreement;
 - 1.1.13. **Company** - the beneficiary mentioned in the Agreement, whose Bills shall be paid in accordance with the Agreement and which has concluded a cooperation agreement with OpusCapita or the Bank on ensuring the Automatic Bill Payment;
 - 1.1.14. **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 legal relationships between the Parties in relation to the Automatic Bill Payment.
- 2.2. The legal relationships between the Parties in relation to the Automatic Bill Payment shall be also governed by the List of Conditions, Account Maintenance and Card Use 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 Automatic Bill Payment and other services provided by the Bank in relation to the Automatic Bill 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 OpusCapita on ensuring the Automatic Bill Payment, types of Identifiers and the Bill payment periods determined by such Companies, and other information on the Automatic Bill Payment, which is made through OpusCapita, is available to the Customer on OpusCapita's Website or upon request in the Bank.

3. CONCLUSION OF THE AGREEMENT

- 3.1. A basis for the Automatic Bill Payment is the Agreement. By signing the Agreement the Customer authorises the Bank to make the Automatic Bill Payment on the basis of the Bills issued by the Company.
- 3.2. The Customer may conclude the Agreement at the Bank (also by using the Internetbank or other Means of Distance Communication acceptable by the Bank) or to sign and submit the Agreement to the Company, if a respective Company has agreed with the Bank or OpusCapita on such procedure of executing documents. The Agreement comes into force at the moment when the Bank receives the Agreement signed by the Customer and registers it in a relevant information system of the Bank, but the Automatic Bill Payment shall start in accordance with the provisions of Clause 4.2. Information on validity of the Agreement is available to the Customer in the Bank's Internet bank (if the Customer has concluded an agreement with the Bank on use of its Internet bank) or upon request in the Bank.
- 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. PAYMENT OF BILLS

- 4.1. The Bank shall make each Automatic Bill Payment on the basis of a received Bill. The Bill shall be regarded as the Company's order to the Bank to make the Automatic Bill Payment from the Account in the amount specified in the Bill.
- 4.2. The Automatic Bill Payment shall start on the effective date of the Agreement or on the effective date of the Automatic Bill Payment specified in the Agreement. If such date is not specified in the Agreement, the Automatic Bill Payment shall start on the 1 (first) day of the following calendar month after the Agreement comes into force.
- 4.3. The Bank shall not make Automatic Bill Payment for the Bills received prior to the date from which Automatic Bill Payment starts in accordance with the Rules.
- 4.4. If the Customer specified in the Agreement the number of a payment card issued to the Customer by the Bank, but not specified the Account number, the Bank shall be entitled to make the Automatic Bill 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.

- 4.5. The Bank does not check compliance of a received Bill to the agreement mutually concluded between the Customer and the Company. The Customer may instruct the Bank to make the Automatic Bill Payment in order to pay the Bills issued to any third party, having specified a respective Identifier in the Agreement. The Automatic Bill Payment shall be made in accordance with the Identifier specified in the Agreement.
- 4.6. Automatic Bill Payment shall be made in the currency specified in the Bill without exceeding the Limit. If the currency specified in the Bill differs from the currency of the Account, the Bank shall exchange freely available funds on the Account in the amount required for paying the Bill in accordance with the currency exchange rate set by the Bank effective at the moment of payment of the Bill.
- 4.7. If the amount specified in the Bill exceeds the Limit and the Bank has agreed with OpusCapita or the Company regarding partial payment of the Bills, then the Bank makes partial payment of the Bill in the amount of the Limit. Information on the Companies, whose Bills can be paid partially, is available to the Customer on OpusCapita Website (on Companies, whose Bills shall be paid through OpusCapita) or upon request in the Bank.
- 4.8. It is deemed that the Limit specified in the Agreement is a maximum amount, which at the moment of conclusion of the Agreement the Customer has expected for payment of one Bill on the basis of the Agreement.
- 4.9. The Bank shall make each Automatic Bill Payment by debiting the amount required for payment of the Bill and the Service Fees related thereto from the Account on the first day of the Bill payment period specified in the Agreement or, if the Bill payment period is not specified in the Agreement, – on the first day of the relevant Bill payment period specified by the Company. The Customer shall ensure that within this term the amount necessary for paying in full the Bill and the Service Fees related thereto is freely available on the Account.
- 4.10. If within the term specified in Clause 4.9 there are no readily available funds in the Account in the amount required for paying in full the Bill and the Service Fees related thereto, and the Bank has agreed with OpusCapita or a relevant Company that in such case the Bank will try again to debit the Account, the Bank will check the balance of freely available funds on the Account every day until the last day of the relevant Bill payment period and will make the Automatic Bill Payment, if within this period there are freely available funds in the Account in the amount required for paying in full the Bill and the Service Fees related thereto. If on the last day of the relevant Bill payment period on the Account there are freely available funds, but they are not sufficient for paying in full the Bill and the Service Fees related thereto, and the Bank has agreed with OpusCapita or the Company on partial payment of the Bills, then on the last day of the Bill payment period the Bank shall make partial Bill payment, first debiting from the Account the Service Fee due to the Bank and then transferring the remaining amount of funds available on the Account for partial Bill payment.
- 4.11. The Bank shall make the Automatic Bill Payment within the term when a relevant type of payment should be made in accordance with the List of Conditions.
- 4.12. The Bank is entitled not to make the Automatic Bill Payment, if any of the following conditions exist:
 - 4.12.1. the Bank has not received the Bill;
 - 4.12.2. Identifier specified in the Agreement is incorrect;
 - 4.12.3. there are no freely available funds on the Account in the amount required for paying in full the Bill and the Service Fees related thereto;
 - 4.12.4. the amount of the Bill exceeds the Limit, and the Bank has not agreed with OpusCapita or the Company on partial payment of the Bills;
 - 4.12.5. in other cases in accordance with the regulatory enactments, the Bank's rules or agreements between the Parties.
- 4.13. The Customer is entitled to revoke the order for the current Automatic Bill Payment until the end of the Bank's

business day, which follows the day determined for debiting the funds from the Account, by submitting to the Bank a written revocation at any branch of the Bank or in the Bank's Internet bank (if the Customer has concluded with the Bank an agreement on use of its Internet bank).

5. RESPONSIBILITY

- 5.1. The Bank is responsible for making the Automatic Bill Payment in accordance with the Agreement and the provisions of applicable regulatory enactments.
- 5.2. The Customer is responsible for correct specification of the Identifier in the Agreement.
- 5.3. The Bank is not responsible for losses incurred by the Customer or any third party due to failure to make the Automatic Bill Payment in any of the cases mentioned in Clause 4.12.
- 5.4. The Bank is not responsible for any mutual claims between the Customer and the Company.
- 5.5. The Customer who is a Consumer shall have the right to claim from the Bank a reimbursement of the amount of an authorised and already executed Automatic Bill Payment within 8 (eight) weeks from the date when the amount of the respective payment is debited from the Account, if the amount of such payment exceeds the amount the Customer could reasonably expect for the respective payment considering the information on the Customer's previous Automatic Bill Payments, the provisions of the Agreement and relevant circumstances of the transaction.
- 5.6. Upon request of the Bank, the Customer shall provide evidence regarding conditions mentioned in Clause 5.5. The Customer cannot justify fulfilment of these conditions by considerations connected with currency exchange, in case of application of the currency exchange rate in accordance with the Rules or any other agreement concluded between the Parties.
- 5.7. The Bank shall reimburse the payment amount claimed by the Customer in accordance with the provisions of Clause 5.5 or provide to the Customer justification for refusing to reimburse the said amount within 10 (ten) business days upon the Customer's request and receipt of evidence mentioned in Clause 5.6. The Bank shall be entitled to block the funds credited in the Account, which the Bank reimburses in accordance with this Clause, until clarification of all circumstances.
- 5.8. In addition to the provisions of this Section the liability of the Customer and the Bank in relation to the Automatic Bill Payment shall be regulated by the General Terms and the Account Maintenance and Card Use Rules.

6. TERM OF VALIDITY OF THE AGREEMENT

- 6.1. The Agreement is concluded for an indefinite period of time, unless a specific term of validity of the Agreement is specified in the Agreement.
- 6.2. The Customer may unilaterally terminate the Agreement, having notified the Bank in writing at least 1 (one) banking day in advance.
- 6.3. 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:
 - 6.3.1. the Account is closed;
 - 6.3.2. the Account number or the Identifier specified in the Agreement is incorrect;
 - 6.3.3. a cooperation agreement on Automatic Bill Payment between the Company and the Bank is terminated, if the Automatic Bill Payment is ensured without the use of OpusCapita's services;
 - 6.3.4. a cooperation agreement on Automatic Bill Payment between the Company and OpusCapita or between the Bank and OpusCapita is terminated, if Automatic Bill Payment is ensured with the use of OpusCapita's services;
 - 6.3.5. in other cases stipulated by the General Terms.
- 6.4. Upon termination of the Agreement the Bank terminates ensuring Automatic Bill Payment to the Customer on the basis of the Agreement.