



# VIRTUAL BRANCH USAGE RULES of AS DNB banka

Approved  
on 18 July 2007  
Effective from 18.07.2007

Amendments (new wording), at AS DnB NORD Banka  
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Amendments, at AS DnB NORD Banka  
Board Meeting of 8 November 2011, Minutes No.52  
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1. These rules (hereinafter referred to as the Rules) stipulate the procedure according to which a person (hereinafter referred to as the Customer), who has entered with AS DNB banka, unified registration number: 40003024725, legal address: Skanstes iela 12, Riga, LV-1013, (hereinafter referred to as the Bank) into the Agreement on the use of the internetbank (remote payment system) (hereinafter referred to as the "Agreement"), receives specific services determined by the Bank (hereinafter all jointly referred to as the "Services", each severally as the "Service") using a telephone as a mean of distance communication between the Customer and the Bank. The manner of provision of the Services by the Bank under the Rules hereinafter is referred to as "Virtual branch". The Rules shall apply to the legal relations between the Customer and the Bank in relation to the usage of the Virtual branch under the Agreement entered into prior to March 18, 2009 (including).
2. In addition to the Rules legal relations between the Customer and the Bank related to Virtual branch usage shall be governed by the Agreement entered into by the Customer and the Bank, the Bank's rules governing the respective Service, the Bank's General Terms and Conditions, the Bank's List of Conditions, manuals, user's guides as well as other rules of the Bank and agreements entered into by the Customer and the Bank, unless specified otherwise in the Rules.
3. Unless the Customer and the Bank have agreed otherwise, commencement of Virtual branch usage requires that the Customer and the Bank have entered into the Agreement and that the Customer has received the Security elements required for the usage of the Virtual branch under the Rules. Prior to commencement of use of Virtual branch the Customer shall read the Rules as well as upon the Bank's request pursuant to the procedure set by the latter confirm his/her/its agreement to the Rules. If the Customer is using Virtual branch it shall be assumed that the Customer has read the Rules, agrees to them as well as undertakes to comply with them.
4. Virtual branch is accessible to the Customer on the telephone number specified by the Bank for Virtual branch usage.
5. The Bank is entitled to unilaterally specify the types and scope of Services, Service provision hours and limits as well as make amendments to them. Information on the Bank's telephone numbers for Virtual branch usage, on the Services, their provision hours and limits the Customer may receive at the Bank as well as using the Bank's internetbank (remote payment system) (hereinafter referred to as the System). If the Customer is using Virtual branch after the respective information has been placed with the System it shall be assumed that the Customer has read the respective information and agrees to it.
6. Through Virtual branch the Customer communicates with the Bank in Latvian, Russian or English.
7. The Bank provides the Services to the Customer in the operating mode the Customer has specified for the System usage under the Agreement.
8. When rendering to the Customer the Services that pursuant to the Bank requirements need the Customer's identification the Bank identifies the Customer on the basis of the Customer's name and surname, the login name assigned to the Customer under the Agreement (hereinafter referred to as the Login name), the serial number of the code calculator (hereinafter referred to as the Code calculator), that is issued to the Customer under the Agreement, and an identification code generated by the Code calculator. By agreement between the Parties the Customer may be identified on the basis of other security elements. Identification codes generated by the Code calculator and any other security element on whose usage for the Customer's identification purpose the Parties have agreed, are above and hereinafter collectively referred to as the "Security elements".
9. Upon the Customer's identification the Bank for security reasons is entitled to request from the Customer generation of a new identification code through the Code calculator and its communication to the Bank. The Bank may ask to the Customer other questions in order to ascertain the Customer's identity.
10. If the Customer is a legal entity the Bank may in cases specified in the Bank's General Terms and Conditions to provide via telephone the information on the Customer and/or transactions performed by the Customer and accept via telephone the Customer's notices related to the banking services from the Customer's representative, who is identified in accordance with the procedure set out in Clause 8 of the Rules.
11. When the Customer has instructed the Bank to block the use of the Security elements for receipt of banking services the Bank may identify the Customer on the basis of the Login name or any other information about the Customer that is at the Bank's disposal.
12. Through Virtual branch the Customer without identification may receive general information on the

- Bank' services, make complaints, recommendations or requests.
13. The Customer shall read the Security element user's guide and comply with it. The Customer shall keep Security elements, Login name and PIN code of the Code calculator secure and to ensure inaccessibility of the Login name, PIN code of the Code calculator and Security elements to any third parties as well as not to disclose them to any third parties. The Customer is obliged to keep the Login name and the Code calculator in separate places.
  14. When calling the Customer the Bank shall never ask to disclose any Security elements. If the Bank has called the Customer the latter is not entitled to disclose any of the Security elements.
  15. If the Login name or any of the Security elements has become or could have become accessible to any third party the Customer shall immediately inform the Bank either in writing or on the telephone and the Bank in such case immediately blocks the use of the Security elements for receipt of banking services until the Bank either assigns to the Customer new Security elements or on the basis of the Customer's application renews use of the precedent ones.
  16. The Customer is obliged to comply with limits and other restrictions set by the Bank for the receipt of the Services.
  17. Any agreement, order or notice submitted to the Bank through Virtual branch under the Rules shall be true and binding upon the Customer and the Bank and by its legal effect shall be equal to paper-based document signed by the Customer.
  18. If the Customer has been identified pursuant to the Rules any notices and information communicated to the Customer over the telephone shall be considered binding upon the latter and by its legal effect shall be equal to information made by the Bank on a paper-based document.
  19. The Customer's payment orders submitted through Virtual branch the Bank shall execute in accordance with general procedure and by the generally set deadlines for execution of the payment orders. The Bank shall have the right to establish types of payments that may be made through Virtual branch as well as maximum and/or minimum limits for payments to be made through Virtual branch.
  20. The Customer shall pay to the Bank for Services in accordance with the Bank's List of Conditions.
  21. The Bank shall have the right to record telephone conversations between the Bank and the Customer and if necessary to use the above records for substantiating and proving the provided Services.
  22. The Bank shall have the right to refuse provision of Services if:
    - 22.1. the Customer fails to comply with the Agreement, the Rules or other Bank's rules;
    - 22.2. the Bank is not assured of the Customer's identity or his/her/its true will;
    - 22.3. on the Customer's or the Bank's initiative the Security elements for receipt of banking services are blocked;
    - 22.4. the Customer has not confirmed the given order in case the Bank has requested additional confirmation;
    - 22.5. the amount of funds on the respective Customer's account is not sufficient to execute the Customer's order and to pay for provided Services, or in the manner prescribed by the regulatory enactments a prohibition is established to debit money from that account;
    - 22.6. the Customer's order or notice is ambiguous;
    - 22.7. in other cases pursuant to the laws and regulations or other rules of the Bank.
  23. The Bank suspends rendering of Services to the Customer under the Rules if the Customer pursuant to the Agreement is disconnected from the System and/or the Agreement is terminated.
  24. The Customer may at any time instruct the Bank to suspend the provision of Services in accordance with the Rules upon written notice to the Bank.
  25. The Bank is entitled at any time suspend rendering of Services to the Customer in accordance with the Rules upon a notice to the Customer.
  26. The Customer is entitled to file complaints concerning actions performed through Virtual branch within 60 (sixty) days after the respective action was performed. If by the above deadline the Customer has not filed any complaint with the Bank it shall be assumed that the Customer has accepted the performed action.
  27. Pursuant to the Bank's General Terms and Conditions, the Bank is entitled to amend the Agreement and the Rules (including the provisions specified by the Bank in accordance with Clause 5 of the Rules) unilaterally. The Customer shall follow the information regarding amendments made by the Bank and inform the representatives of the Customer about such.
  28. The Bank is entitled to block the use of Security elements if there have arisen any doubts about unauthorized use of the Security elements.
  29. To the legal relations between the Customer and the Bank in relation to the use of Virtual branch shall respectively apply the provisions of the Agreement that govern rendering of the services incorporated in the System to the extent not specified otherwise in the Rules. With regard to orders and notices submitted to the Bank through Virtual branch as well as to the liability arising from the obligations set in the Rules shall apply the provisions of the Agreement that govern execution of documents submitted to the Bank through the System or through the services incorporated in the System as well as liability for obligations under the Agreement, respectively.
  30. In case of discrepancies or ambiguities between the Latvian and foreign text of the Rules, the Latvian text shall prevail.