

## 1. Explanation of the terms used in the Terms and Conditions

**Authorisation Code** – the authorisation element embedded on or generated by the Authorisation Means, using which the Customer confirms the Order in the Internet Banking or other environments offered by SEB banka in cases when SEB banka requires the entering of such a code for an Order of a specific type and when it replaces the Customer's signature in the Internet Bank.

**Authorisation Means** – such means for remote authentication of the Customer and authorisation of Orders issued or accepted by SEB banka, which generate authentication and authorisation elements (Access Codes and Authorisation Codes), such as the Code Card, Code Calculator and/or Smart-ID.

**SEB banka** – AS "SEB banka", uniform registration No. 40003151743.

**Code Calculator** – an electronic device issued by SEB banka, which generates Access and Authorisation Codes.

**Identification** – a technological process in the course of which it is established whether the person accessing the Internet Banking or other environments, uses the Authorisation Means, User Code and the Password managed by the Customer (in case of a Code Card) issued to the Customer.

**Internet Bank(ing)** – SEB banka's proprietary electronic system for receiving the online services offered by it in the website <https://ibanka.seb.lv>.

**Customer** – the private person who has entered into the Agreement.

**Code Card** – a plastic card issued by SEB banka containing Access and Authorisation Codes that can be used as the Authorisation Means until 1 September 2019.

**Account Holder** – SEB banka's customer (a private person) who has an account with SEB banka and who authorises, under these Terms and Conditions, the Customer to use the account within the specified limits, connecting such accounts to the Customer's Internet Bank.

**User Code** – the symbols assigned to the Customer, which together with the Password (in case of a Code Card) and Access Code must be entered to access the Internet Banking or other environments.

**Parties** – the Customer and SEB banka jointly as parties to the Agreement.

**Agreement** – the Internet Banking Agreement for Private Persons entered into between the Customer and SEB banka. The Agreement consists of the Internet Banking Agreement for Private Persons (General Provisions) and other annexes or amendments, as well as the Terms and Conditions.

**Terms and Conditions** – these Terms and Conditions of the Internet Banking Agreement for Private Persons, including all amendments and supplements thereto, which are considered an integral part of the Agreement and effective on the date of carrying out the relevant Transactions.

**Transactions** – transfers of funds, making deposits, opening and closing of a current account, FX transactions, lodging, confirmation or signing, acceptance and execution of documents, submissions and applications, entering into agreements as well as carrying out other Internet Banking activities, which are offered by SEB banka and executed in accordance with the Order.

**Password** – the symbols selected by the Customer that must be entered together with User Code and Access Code in cases when SEB banka so requires in order to access the Internet Banking or other environments in cases when the Code Card is used. The Password and User's Code may not be identical.

**Access Code** – an authentication element embedded on or generated by the Authorisation Means to be entered by the Customer to access the Internet Banking or other environments, and which replaces the Customer's signature in the Internet Banking or other environments and considered a consent for any further activity carried out by the Customer in the relevant environment.

**Original Password** – the password generated automatically and assigned to the Customer (in case of the Code Card) to be entered by the Customer to access the Internet Banking or other environments once. Using the Original Password the first time, the Customer has a duty to change the Original Password to another Password selected by the Customer.

**SEB Companies** – SIA "SEB lizings", uniform registration No. 50003334041; or AS "SEB atklātais pensiju fonds", uniform registration No. 40003485047; or SEB Life and Pension Baltic SE, uniform registration No. 40003012938; or IPAS "SEB Investment Management", uniform registration No. 40003525797.

**Smart-ID** – an application generating Access and Authorisation Codes. The use of Smart-ID as an Authorisation Means means that the terms and conditions of the developer of the Smart-IS (AS SK ID Solutions) are binding on the Customer.

**Order** – an order (including a payment order) issued by the Customer through the Internet Bank, or other activities in the Internet Bank offered by SEB banka or SEB Companies.

## 2. General provisions

2.1. This Agreement sets forth the obligations and legal relations of the Parties arising due to the use by the Customer of the Internet Bank.

2.2. In addition to the Terms and Conditions, the provisions of the General Business Terms and Conditions, the Data Processing Principles, the Price List, the Terms and Conditions of Credit Transfers, the relevant terms and conditions of other services provided by SEB banka or SEB Companies as well as of the laws and regulations of the Republic of Latvia shall apply to the legal relations between the Parties.

2.3. In determining the meaning of the terms used in these Terms and Conditions but not defined therein, the Parties shall apply the explanations of the terms as specified in the Bank's General Business Terms and Conditions.

2.4. The Internet Bank is the property of the Bank and shall remain such after starting the use thereof.

2.5. The Agreement shall be considered the agreement between the Customer and the Bank for the use of the Authorisation Means not only in the Internet Banking environment, but also in any other environment where such an option is offered. The Access Code generated by the Authorisation Means or embedded thereon shall be considered the Customer's electronic signature and consent to any further activities of the Customer in such an environment (including but not limited to Internet Banking), for accessing which the Customer has entered the mentioned code.

2.6. SEB banka shall carry out the identification of the Customer in any environment based on the entered Access Code. The Customer shall ensure that the Authorisation Means used to generate the Access and Authorisation Codes are available solely to the Customer. The Customer represents that SEB banka may fully rely that the Access Code and the Authorisation Code (when the entry thereof is required by the Bank) has been entered by the Customer, and based on it SEB banka has a right to identify the Customer and rely on any agreement entered into with the Customer in the Internet Banking or other environments where such an option is being offered, and the Customer has entered the Access Code to access such an environment. If the Parties make an agreement on access to the environment or enter into an agreement of any kind in such an environment, for accessing which the Access Code has been entered, it shall be legally binding on the Customer, and in such a case the legal relations between the Parties shall be governed by the provisions of the agreement on the relevant environment and the provisions of the concluded agreements for services.

2.7. The Customer shall be fully liable for any of its activities in the Internet Banking or other environments and any environment shall be binding upon it. Any activity with the Account Holder's account carried out by the Customer in the Internet Bank or other environments will be binding on the Account Holder in cases when the Account Holder's account with SEB banka is connected to the Customer's Internet Bank.

2.8. All the activities carried out in the Internet Banking or other environments, accessed by the Customer by entering the Access Code shall be considered legally binding, including any correspondence, verbal or non-verbal communication, bank notifications and any other activity.

2.9. SEB banka may supplement or revise, at its discretion, the range of services offered by SEB banka in the Internet Banking or other environments. SEB banka may unilaterally define, amend, remove or supplement the types of Transactions offered by SEB banka to its Customer through the Internet Banking or other environments.

2.10. If SEB banka or a SEB Company ensures the entering into an agreement for services or submission of an application for entering into an agreement for services, as well as signing of document of any other kind in the Internet Bank, then the authorisation of the relevant agreement for services or application with the Authorisation Means or in any other manner specified by SEB banka shall result in the same legal consequences as the hand signing of such a document.

2.11. Limited Internet Banking functionality will be available to the private persons who are the users of the Internet Bank of SEB banka's customers – legal entities, i.e., a private person (the user of the Internet Bank of a legal entity) has the possibility of carrying out the identification as of a private person in the Internet environment of a third party (if such a service is offered), submit an application for the relevant pension level and carry out other additional activities if such are enabled in the Internet Banking or other environments. Any other provisions of the Internet Banking Agreement for Private Persons shall be binding on such users to a full extent.

### 3. Entering into the Agreement and accessing the Internet Bank

- 3.1. SEB banka shall only connect to the Customer's Internet Bank the accounts opened with SEB banka, which are specified in the Agreement.
- 3.2. SEB banka may refuse to enter into or amend the Agreement with the Customer's authorised representative, and SEB banka shall issue the Authorisation Means to the Customer only in person (neither shall SEB banka issue the Authorisation Means to the Customer's on the basis of a power of attorney certified by the notary public, nor shall it amend the Agreement on the basis of an authorisation regarding the registration or a change of the Authorisation Means).
- 3.3. The Customer has access to information on the services, deposits and financial obligations available to him/her, which arise from the agreements entered into with SEB banka or with any of SEB Companies (if such have been entered into), furthermore, the Customer may undergo the identification in the Internet environment of a third party if that party offers such a service.
- 3.4. In the Agreement, one-day and one-month Transaction limits shall be specified for each such account opened with the Bank, which would be connected to the Customer's Internet Bank. Transaction limits shall not apply to the Transactions that are carried out between the Customer's accounts. One-day Transaction limits shall be renewed automatically every day until the defined monthly limit is reached.
- 3.5. If the Transaction limit has been set with a zero value, the Customer shall not have the right to make settlements from the said account through the Internet Bank, however, he/she shall have the right to obtain historical and current information about the said accounts for the periods specified by SEB banka.
- 3.6. SEB banka has the right to unilaterally reduce the standard Transaction limits specified by SEB banka, by notifying the Customer thereof in writing 60 (sixty) days in advance (including with a notification through the Internet Bank), except the Transaction limits set by Account Holders, for changing which SEB banka has no duty to notify the Customer.
- 3.7. The Customer has a duty to comply with the Transaction limits specified in SEB banka's Price List, as well as the Transaction limits specified by the Customer and the Account Holder.
- 3.8. Upon signing the Agreement, SEB banka shall connect the Internet Bank to the Customer and, if necessary, issue a Code Calculator to the Customer or register the Smart-ID account, identifying the Customer on the spot or link a Code Calculator that is being used. The Code Calculator shall become the Customer's property after the Parties sign the Agreement and the Customer has paid the commission fee for the issuance of the Code Calculator according to the Price list. Only the Customer in person may receive the User Code, the Code Calculator, the Code Card and the Original Password.
- 3.9. From 8 January 2019 SEB banka shall cease issuing Code Cards and Original Passwords to Customers. Starting from 1 September 2019, Code Cards will no longer be accepted as Authorisation Means. The activities and transactions confirmed with the Access Code of the Code Card or the Authorisation Code before 1 September 2019 shall remain in force and be binding on the Customer also after the said date. The Code Calculator shall be tied to the Agreement and it can be used only with the User Code specified in the Agreement. The Authorisation Means may be not specified in the Agreement if the Customer uses Smart-ID. Changing the Code Calculator will render the previous calculator invalid.
- 3.10. If the Customer is an identified user of the Internet Bank of a legal entity, the Customer may access the Internet Banking or other environment of that legal person, using the User Code, the Authorisation Means, and the Password (if the entering thereof is requested by the Bank) assigned to the Customer as a private person; the Customer may also access, using the User Code (if SEB banka has required the entering thereof), the Authorisation Means, assigned to the Customer as the user of the Internet Bank of a legal entity, and the Password (if SEB banka has required the entering thereof), his/her own Internet Bank that the Customer uses as a private person (Customer).
- 3.11. If the Customer is the user of the Internet Bank of one or more legal entities, he/she may be automatically provided with an option to use a single Authorisation Means and User Code, and to switch between the Customer's Internet Banking and the Internet Banking of the legal entities without entering additional Authorisation codes.
- 3.12. If the Account Holder has authorised the Customer to handle the Account Holder's accounts, upon receiving documents that are acceptable to SEB banka in terms of their form and content from the Customer or the Account Holder, SEB banka has the right to connect the Account Holder's account to the Customer's Internet Banking and Mobile Application.
- 3.13. SEB banka shall be fully relying that the Account Holder has authorised the Customer to handle the Account Holder's accounts until such time as the Account Holder notifies SEB banka, in the manner which is acceptable to the latter in terms of the form and content, of the Account Holder's willingness to terminate such authorisation granted to the Customer.

3.14. The Bank may, at its sole discretion, refuse or suspend the Customer's right to use the Account Holder's accounts or a specific account should SEB banka unilaterally suspect or doubt the Account Holder's willingness to authorise the Customer to handle the Account Holder's account or accounts, or carry out any particular Transaction.

### 4. Transactions

- 4.1. The Customer commissions, whereas SEB banka undertakes to execute Transactions based on every Order received through the Internet Banking or other environments, provided that it has been duly completed, approved and sent within the deadlines specified in the Price List or the provisions of the relevant agreement for services.
- 4.2. The Bank may refuse the execution of the Orders received from the Customer in the cases specified in the General Business Terms and Conditions.
- 4.3. The Access Code or Authorisation Code entered by the Customer shall replace the Customer's signature in the Internet Banking or other environments (which can be accessed by the Customer by entering the Access Code).
- 4.4. The Customer's access to the Internet Banking or other environments shall be considered the Customer's consent to the Order issued and/or application submitted through the Internet Banking or other environments and consent to the terms and conditions of the services provided using the Internet Banking or other environments. In addition, the Bank may also require the confirmation of the Order with the Authorisation Code (in cases when entering thereof through the Internet Banking or other environments is required for the confirmation of certain Transactions). SEB banka may unilaterally determine and change such types of Orders, for the confirmation of which entering the Authorisation Code is required.
- 4.5. The Customer agrees that any Order issued through the Internet Banking or other environments shall have the same legal effect as if it had been submitted in the form of a written and signed document. The Parties agree that the Order filled in and submitted through the Internet Banking or other environments shall serve as proper and sufficient evidence of the Order issued by the Customer to SEB banka to execute the relevant Transaction.
- 4.6. Before issuing Orders through the Internet Banking or other environments, the Customer shall ascertain the security of the established communications channel pursuant to the guidance specified on SEB bank's website ([www.seb.lv](http://www.seb.lv))
- 4.7. The Parties agree that the service terms and conditions approved by SEB banka for the relevant Transaction shall apply to the particular type of the Transaction.
- 4.8. SEB banka may unilaterally limit the use of Authorisation Means for engaging in certain Transactions.

### 5. Commission fees

- 5.1. For the provision of the services provided for in the Agreement, the Customer shall pay commission fees to the Bank according to the Price List.
- 5.2. SEB banka may withhold commission fees for the provision of the services provided for in the Agreement from any account opened with the Bank in the name of the Customer.

### 6. Liability of the Parties

- 6.1. The Customer has a duty to submit to SEB banka any documents requested by it.
- 6.2. SEB banka may require that the Customer visits SEB banka at the latter's request in cases when SEB banka wants to identify the Customer on the spot repeatedly.
- 6.3. The Customer shall assume all the risks and liability in connection with the safeguarding of the Authorisation Means, the Password, and the User Code and the unauthorised use thereof. The Customer has a duty to take appropriate security measures and safeguard the Authorisation means, the User Code, the Password in such a secure manner so that none of the above should become available to third parties; the Customer has a duty to ensure the activation of the Smart-ID application in the smart device used by the Customer.
- 6.4. By signing the Agreement, the Customer assumes any risk associated with the use of the Internet Banking or other environments, if the Customer has been grossly negligent or has acted negligently or wilfully. The Customer shall assume the risks consistently with the requirements set forth in the laws and regulations of the Republic of Latvia, including the risk that a third party issues Orders to the Bank without the knowledge or consent of the Customer, unless the losses or damage of other nature caused to the Customer have resulted from gross negligence on the part of SEB banka.
- 6.5. SEB banka shall not be held liable to the Customer for any unauthorised or erroneous Transaction, if the Customer as soon as he/she becomes aware of an unauthorised or erroneously executed payment, has not notified the Bank thereof within 13 months after the money is debited from the account at the latest.
- 6.6. SEB banka shall not be liable for any losses or disputes arising between the Customer and the Account Holder.

6.7. SEB banka shall not compensate the Customer for the losses of up to 150 EUR, which the latter has incurred in connection with unauthorised payments due to the loss, theft or another unlawful misappropriation of the User Code and/or the Authorisation Means, and/ or the Password, or if the Customer has not ensured the safeguarding thereof thus rendering an unlawful misappropriation possible.

6.8. The Customer shall assume all the losses incurred by it in connection with unauthorised transactions (including unauthorised and/or erroneous transactions) if the Customer has committed fraud and/or because the Customer has not deliberately or due to its own fault in these Terms and Conditions.

6.9. Using the Authorisation Means, the Customer shall comply with the terms and instructions of SEB banka or the issuer or developer of the relevant Authorisation Means (including in relation to the creating the Authorisation Means account, security requirements, the blocking of the Authorisation Means, etc.).

## 7. Blocking access to the Internet Bank

7.1. In case of loss of the Authorisation Means or if the Customer has reason to believe that the Authorisation Means codes have become known to third parties, the Customer has a duty to notify SEB banka thereof by calling + 371 26668777.

7.2. SEB banka shall ensure that the Customer may receive, within 18 (eighteen) months, a confirmation that the Customer has made the notification set forth in Paragraph 7.1 hereof.

7.3. Subject to giving prior notice to the Customer through the Internet Banking or other environments, SEB banka may block the Customer's access to the Internet Bank in the following cases:

- for more than 30 (thirty) calendar days after the payment fell due, there have not been sufficient funds in the Customer's accounts for withholding the Bank's commission fees for the Transactions carried out through the Internet Bank;
- the Customer has been defaulting on and/or violating these Terms and Conditions, the General Business Terms and Conditions, the provisions of the agreements for services and/or terms and conditions of SEB banka or SEB Companies,
- the Customer is the user of the Internet Banking of the Bank's customer – a legal entity, and SEB banka has blocked access to the Customer as the user of the Internet Banking of SEB banka's customer – a legal entity;
- SEB banka suspects or has received information about the attempts of unlawful activities or potential threats thereof, or
- the Customer or any person related to the Customer has attempted to carry out, or has carried out fraudulent activities against SEB banka or any of its Customers.

7.4. If the Customer has entered a wrong Password (when the entering thereof is required by SEB banka), the Access Code or the Authorisation Code five or more times consecutively, the Internet Bank shall be blocked automatically. The Access will unblock itself automatically in 12 hours if a wrong Password,

the Access Code or the Authorisation Code is entered five times consecutively, whereas if a wrong Password, the Access Code or the Authorisation Code is entered ten times consecutively, the Internet Bank shall not be unblocked automatically. In any case, the Customer can unblock access to the Internet Bank himself/herself in the home page of the Internet Bank if such an option is offered, by sending a request and receiving a code for unblocking to the mobile phone number which has been specified to SEB banka in advance or visiting SEB banka's branch in person. The Customer may apply for the renewal of the previous Password, by contacting SEB banka's Customer Centre and undergoing the Customer identification procedure, in which case the Customer will be allowed additional attempts to access the Internet Bank, using the previous Password.

7.5. SEB banka may block the Internet Bank and/or the Account in cases when this is required under the requirements set forth in the laws and regulations of the Republic of Latvia.

## 8. The duration, amendments and termination of the Agreement

8.1. The Agreement shall come into force upon the signing thereof and remain in force for an indefinite term.

8.2. The Agreement shall be terminated automatically if the agreements for services for the relevant accounts are terminated.

8.3. If the Parties agree on the changes to the Agreement (including for receiving a new Code Card or a Code Calculator, or for changing the Transaction limits), the Parties shall enter into an annex to the agreement with a new wording of the Agreement, and with the entry of such an annex into force, the previous wording of the agreement shall become null and void without separate agreement between the Parties.

8.4. The Customer may terminate the Agreement unilaterally at any time, by giving notice thereof to SEB banka at least one business day in advance. Once the Agreement is terminated, the Customer's access to using the Internet Banking shall be closed; the Customer's as the User's right to access the Internet Bank of the legal entity shall also be revoked (in cases where the Customer is a user of the Internet Bank of a legal entity).

8.5. SEB banka may change the Terms and Conditions unilaterally under the procedure and within the deadlines prescribed in the General Business Terms and Conditions.

8.6. Any disputes between the Customer and SEB banka shall be reviewed under the General Business Terms and Conditions.

8.7. SEB banka may terminate the Agreement unilaterally in the cases and within the deadlines prescribed in the General Business Terms and Conditions.

8.8. SEB banka may, without giving notice to the Customer, terminate the Agreement unilaterally if the Customer has not been using the Internet Bank for more than 6 (six) months consecutively and/or the accounts linked to the Internet Bank have been closed and the account agreements have been terminated (including, the termination of the accounts at the initiative of SEB banka).

# Appendix to internet bank agreement – terms and conditions of Mobile application

## 1. Definitions

**Account** is the current account of the Client, which is linked to the Client's mobile phone number or other agreed identifier.

**Appendix** is this appendix to the Internet Bank agreement, which shall apply when the Client uses the Mobile application and which is considered as integral part of the Internet Bank agreement.

**Bank** is AS SEB Banka.

**Biometric security means** are mobile device ensured security means used for identification of the Client which are deemed to be secure by the Bank.

**Client** is a natural person holding a current account at the Bank and who has concluded Internet Bank agreement.

**Digitalized payment card** is- payment solution owned by the Bank used for carrying out activities through mobile application and being pursuant to procedure stipulated by the Bank (terms and conditions regulating debit card agreement or credit card agreement).

**Instructions** are the instructions given by the Bank through the Mobile

application for using the service and the application.

**Mobile application** is a mobile solution through which the Client can make and receive payments as well as perform other activities specified by the Bank. Mobile application is a part of the Internet Bank service.

**Mobile application user** is a person who is using Mobile application.

**PIN code** is four digits identifier created by Client that has to be entered when accessing Mobile application.

For definitions that are used in this appendix but are not included in this paragraph, parties shall apply Internet bank's terms and conditions.

## 2. General provisions

2.1. This Appendix regulates the rights and obligations of the Client and the Bank arising from the use of Mobile application.

2.2. This Appendix consists of the terms and conditions of the Mobile application i.e. the general part, and the special part. The special part specifies the data listed in clause 2.4., which the Client fills out in a digital format when

accessing the application.

2.3. Within the Mobile application the Client can:

- 2.3.1. Make and receive payments in currency determined by the Bank;
- 2.3.2. Monitor different accounts' and product related information (account statements, etc.);
- 2.3.3. Access Bank information (locations of nearest branches and ATMs, etc.);
- 2.3.4. Send payment requests to other Mobile application users;
- 2.3.5. Send and receive notifications;
- 2.3.6. Perform other operations allowed by the Bank.
- 2.3.7. Set up or disable Digitalized payment card functionality on smart-device as well as make payments using Digitalized payment card solutions within limits indicated in <https://www.seb.lv/app>
- 2.3.8. Use other features offered by Bank as indicated in <https://www.seb.lv/app>

2.4. In order to use the Mobile application, the Client shall specify:

- 2.4.1. Their Mobile phone number or other identifier determined by the Bank; and
- 2.4.2. The number of the Account, which will be linked to the Client's Mobile phone number or other identifier, from and to which payments will be made according to clause 4.1.

2.5. This Appendix shall apply when the Client has:

- 2.5.1. Downloaded the application;
- 2.5.2. Specified the details listed in clause 2.4; and
- 2.5.3. Entered a unique confirmation code provided by the Bank.

2.6. When entering the application with means of authentication specified in the Internet Bank agreement, the Client creates a unique PIN code and may activate Client's further identification by using the Biometric security means if Mobile application is providing such possibility.

2.7. If new functions or security measures are added to the application, the Client shall give their consent to them by accepting the relevant update or by using the updated application.

2.8. The Bank may offer to the Client additional services and benefits at any time and terminate partially or completely the provision of such services without the consent of the Client.

2.9. The Bank is entitled to establish commission fees for the use and additional services of the Mobile application service with its price list.

2.10. In matters not regulated with the Appendix, the parties shall proceed from the Internet Bank agreement. In case of contradictions between the Appendix and the Internet Bank agreement, the Appendix shall prevail.

### 3. Use and security of Mobile application

3.1. When using the Mobile application, the Client shall proceed from the Appendix, the Internet Bank agreement and the Instructions. The Bank may change the Instructions at any time.

3.2. In order to use the Mobile application service, the Client's means of communication and connections, devices and other necessary tools shall correspond to the technical and security requirements published on the Bank's homepage. The Bank may update such requirements, if necessary. The Client is responsible for the security of his device (including rooting, jail breaking device) and connection.

3.3. The Bank shall link the Client's Mobile phone number or other identifier, specified by the Client in the application, to the Client's Account. When another Mobile application user makes a payment to the Client's Account or sends the Client a payment request via application, the Bank shall identify the Client and the Client's Account on the basis of the Mobile phone number or another identifier.

3.4. When entering the application the Bank shall identify the Client with the PIN, or by using the Biometric security means, or the means of authentication specified in the Internet Bank agreement or other means acceptable for the Bank. The Client confirms payments pursuant to manner as specified in clause 4.2.

3.5. If the Client enters an incorrect PIN code five consecutive times or fails to apply the Biometric security means five consecutive times, the Client shall be required to identify themselves with the means of authentication specified in the Internet Bank agreement.

3.6. Sending and receiving payment requests via Mobile application is merely informative and does not oblige the Client or the beneficiary to make the payment.

3.7. The Client shall immediately inform the Bank, if

- 3.7.1. The Mobile network agreement concluded with the Mobile network operator has been terminated; or
- 3.7.2. Mobile device usage has been terminated, including it is lost or stolen;
- 3.7.3. The Mobile phone number used by the Client for the Mobile application service has been blocked, changed or transferred to another user.

3.8. The Client undertakes to use the Mobile application service in person, keep good care of the PIN code and the Biometric security means, and avoid third parties from acquiring possession over the same, following the safeguards

as established for passwords and other security elements in the Internet Bank agreement.

3.9. The Client shall keep the Mobile phone in a manner to avoid third parties from gaining access to it. The Bank is entitled to presume that the Client is the sole user of the Mobile phone.

3.10. If the Mobile phone or PIN is lost or stolen or if there is any other risk that a third party might have acquired possession over the same,

3.10.1. The Client shall immediately inform the Bank thereof by calling the Bank's 24-hour help-line or notifying at the Bank office; or

3.10.2. The Client shall restrict access to the Mobile application in another manner acceptable to the Bank.

3.11. The Bank records the data flow between the Client and the Bank via Mobile application and upon need uses this data to certify the payment or another operation.

3.12. The Bank may forward notifications regarding the Mobile application service to the Client's Mobile phone.

### 4. Payments

4.1. The Client can make following types of payments through the application:

4.1.1. Payments from the Client's accounts on the basis of the Mobile phone number or another agreed identifier, linked to the beneficiary's account. Such payments can be made to Mobile application users and, if allowed by the Bank, also to other beneficiaries. Payments cannot be made on the basis of a Mobile phone number, if the Client does not enable access to their phone contact list;

4.1.2. Payments on the basis of the beneficiary's account number.

4.1.3. Payments using Digitalized payment card solution.

4.2. Payments in the Mobile application are confirmed as follows:

4.2.1. The Client presses the button "Confirm" in the application, if the amount of payment is within a limit of 30 euros and a daily limit of 150 euros or if the limits determined in the Internet Bank are smaller. The Bank considers such confirmation as consent of the Client for making the payment;

4.2.2. The Client confirms the payment with the means of authentication specified in the Internet Bank agreement, if the amount of payment exceeds the limit, specified in clause 4.2.1., however remains within the limit determined in the Internet Bank.

4.2.3. If the payment is submitted using Digitalized payment card, confirmation is required in situation payment exceeds 25 euros up to 150 euros limit. The Client confirms such payment with PIN code of Mobile application or other identification or authentication means provided in Mobile application (for example, Biometric security means). The Bank considers such confirmation as consent of the Client for making the payment concerned.

4.3. All Mobile application payments shall be included in the Internet Bank limits except payments provided by using Digitalized payment card.

4.4. The Bank shall credit the Account, if the Mobile application user makes a payment related to the Mobile phone number in accordance with the Instructions.

4.5. The Bank is entitled to presume that the payment corresponds to the Client's will until proven otherwise or until the Client has informed the Bank in accordance with clause 3.10.

4.6. The Client is responsible for ensuring that the beneficiary's Mobile phone number, under which the payment is made, is correct.

4.7. The Bank may disregard the order forwarded via the application, if:

4.7.1. The Account or other current accounts, or the Internet Bank of the Client are blocked or seized;

4.7.2. The order exceeds the established limit;

4.7.3. The Client has failed to follow the Instructions;

4.7.4. The amount in the Account or in another current account of the Client at the Bank is insufficient for making the payment or paying the commission fees specified in the price list;

4.7.5. Other grounds as provided by law or in agreement appear.

4.8. The Bank shall execute the payments (or refrain from such execution) in the Mobile Application or with Digitalized payment card in accordance with the Bank's terms of Settlement, General terms and conditions, terms of respective contactless credit or payment card agreement unless otherwise specified in this Appendix.

### 5. Payment obligation

5.1. About Mobile application use the Client shall pay fees according to the Bank's price list.

5.2. The Bank is entitled to debit the Account or another current account of the Client at the Bank within the amount of payment and commission fees as per the price list and the Bank's general terms and conditions.

5.3. The Client shall ensure that the amount in the Account or any other account of the Client at the Bank is sufficient for making the payment and paying the commission fees as per the price list. If the amount in the specific current account is insufficient, the Bank may debit the owed amount from any current account of the Client at the Bank.

## 6. Notifications

- 6.1. If the order is not executed, an error message can be displayed in Mobile application or by the card terminal (POS) in case of Digitalized payment card payment.
- 6.2. The Client has the right to receive payment related information from the Internet Bank, Mobile application and at the branch.
- 6.3. The Client shall inform the Bank of any errors or malfunctions that hinder the use of the Mobile application service immediately after detecting them.

## 7. Liability of the parties

- 7.1. The Client shall be liable for:
  - 7.1.1. All the payments, unless otherwise provided in the Internet Bank agreement, Appendix or by law;
  - 7.1.2. The accuracy and timeliness of the data presented to the Bank upon using the Mobile application service, incl. the data specified in clause 2.4.
- 7.2. The Bank shall be liable for non-execution or incomplete execution of an order received by the same, unless otherwise provided in the Internet Bank agreement, Appendix or by law.
- 7.3. The Bank shall not be liable for disregarding the order or delayed execution, if:
  - 7.3.1. The Bank has not received the order;
  - 7.3.2. The receipt of the order was delayed due to the Mobile network operator, the person or organization that mediates the order or a third party.
- 7.4. The Bank shall be liable for the payment executed against the will of the Client, unless:
  - 7.4.1. The damage occurs due to loss or theft of Mobile phone or PIN code, or due to other wrongful use of such, and the payment was made before submission of a notice to the Bank in accordance with clause 3.10.;
  - 7.4.2. In case of a fraud by the Client, or if the Client has with gross negligence or intent breached an obligation set out in the Appendix or the Internet Bank agreement.
- 7.5. If the Mobile phone or PIN code is lost, stolen or otherwise wrongfully used, the Client shall bear the risk of loss for damage caused by unlawful use of funds in the Account or other current accounts at the Bank until the moment they submit a notice to the Bank in accordance with clause 3.10. Whereas the maximum liability limit of the Client is 150 euros.
- 7.6. The Client is liable for the amount of loss in full without applying the liability limit:
  - 7.6.1. If the Client has with gross negligence or intent breached an obligation set out in the Appendix or the Internet Bank agreement;
  - 7.6.2. In case of a fraud by the Client.

## 8. Amendment of the appendix and terminating use of Mobile application

- 8.1. Any changes to the Client's data specified in clause 2.4 shall be considered as amendment of the Appendix.
- 8.2. The Bank is entitled to unilaterally amend the terms and conditions of the Mobile application service (general part) pursuant to procedure as stipulated in the Internet Bank agreement.
- 8.3. The Client may terminate using the Mobile application service at any time by deleting from the Mobile application the data specified in clause 2.4. The Client can do it at a Bank office or in another manner acceptable to the Bank.
- 8.4. The Bank may terminate the use of the Mobile application service by the Client, if:
  - 8.4.1. The Client has violated an obligation set out in the Appendix, the Internet Bank agreement or the Bank's general terms and conditions;
  - 8.4.2. The Bank has become aware of a fact:
    - From which it may be reasonably concluded that the Mobile application service is being used against the Client's will or in case of fraud or other misuse by the Client;
    - That the Mobile network agreement concluded between the Client and the Mobile network operator has been terminated or the Client's Mobile phone number has changed;
  - 8.4.3. That the Client has not used the Mobile application service for at least 6 consecutive months;
  - 8.4.4. Other grounds as provided in legislation appear.
- 8.5. If the use of the Mobile application service is terminated according to clause 8.4, the data specified in clause 2.4 shall be deleted from the application. The Bank will allow the Client to start using the Mobile application service again, if the Bank is convinced that the circumstances forming the basis of the termination have lapsed. The Bank may refuse to provide the Mobile application service, if the Client has violated the obligations set out in the Appendix or the Internet Bank agreement.
- 8.6. If the use of the Mobile application service is terminated according to clause 8.3 or 8.4, it shall have no impact on the collection or satisfaction of monetary claims incurred before the termination of its use.
- 8.7. This Appendix shall terminate automatically upon termination of the Internet Bank agreement.

## 9. Using the data

- 9.1. The Bank processes the following Client's data for the purposes of providing the Mobile application service: Client's name and surname, account numbers, Mobile phone number, mobile device location services, as well as Client's Mobile phone contact list, including Mobile phone numbers. Other data is processed only in accordance with the purposes described in the Bank's privacy policy for Mobile application service.
- 9.2. The Bank connects the Mobile number in the contact list with the account number of the respective person in the Bank's database.
- 9.3. The Client is aware of and agrees that:
  - 9.3.1. The Bank forwards the information on the fact that the Client is the Mobile application user to all Mobile application users, whose Mobile phone contact list contains the Client's Mobile number;
  - 9.3.2. Upon making or receiving a payment or a payment request the Bank may forward to the counterparty the Client's name and surname, Mobile number (if the payment is made according to the clause 4.1.1.) and account number.
- 9.4. To use the service, the Client shall authorize the Bank to access periodically the Client's Mobile phone list of contacts and update the list of Mobile application users.
- 9.5. The Bank shall not collect or store the names, addresses or other similar data of the persons in the Client's Mobile phone contact list.
- 9.6. The Client shall not disclose the information related to the use of the Mobile application service to any third parties, unless this is necessary under circumstances related to processing the payments described in the Appendix or in cases as provided by law.