



SIA TRANSACT PRO ACCOUNT MAINTENANCE AND PAYMENT CARD USAGE RULES

1. DEFINITIONS USED IN THE RULES

1.1. The following terms shall have the following meaning in these Rules:

Suspicious Transaction shall mean a Transaction whose features or data, including its amount, currency, country of Merchant, way of making or confirming of the Transaction and/or other parameters correspond to suspicious transaction criteria determined by the Institution or exceed limits set by the Institution, that provides grounds for the Institution to consider the Transaction as unusual, suspicious, fraudulent or missing economic justification. A Suspicious Transaction shall also be a transaction related to or causing suspicion that it can be related to money laundering or an attempt of terrorism financing.

Confirmation shall mean a document receipt by the Institution which is completed and signed by a Cardholder in the form determined by the Institution for confirming acceptance of the Card and PIN code.

Authorisation shall mean the process of electronic verification of the Card's data initiated by the Merchant resulting in inquiry for the Institution's permission to make the Transaction.

ATM (automated teller machine) shall mean an automated card acceptance terminal for withdrawal of cash, depositing of cash (provided that the respective terminal offers such option) and receipt of certain services by using the Card.

Price List shall mean the Institution's list of standard fees for Services effective at the time of the appropriate activity, *inter alia* determining the amount of Fees and conditions for their application.

CVC2/CVV2 Code shall mean a Card's identification code issued by the Institution along with the Card and used for remote identification of the Cardholder when making 'Card not present' Transactions.

Transaction shall mean a financial activity initiated by beneficiary of the payment resulting in full or partial payment for goods sold and/or services provided by the Merchant, withdrawal of cash or receipt of other services by using the Card.

Transaction Order shall mean the Customer's order to the Institution to perform a Transaction, submitted through the Merchant or another beneficiary of the payment.

Expiry Date shall mean the term determined by the Institution, during which the Card can be used for making Transactions.

EEA shall mean the European Economic Area.

EEA Transaction shall mean a Transaction, in performance of which there are involved the Merchant's payment service provider and the Institution that are located in any of the EEA member states (current list of member states is available in the Price List), and which is made in the euro currency or the national currency of any of the EEA member states.

EEA Payment shall mean a Payment, in performance of which there are involved the payer's bank and beneficiary bank that are located in any of the EEA member states (current list of member states is available in the Price List), and which is made in the euro currency or the national currency of any of the EEA member states.

Institution shall mean SIA Transact Pro, registered with the Enterprise Register of the Republic of Latvia under number 1503033127, SEPA (Single Euro Payments Area) ID LV86ZZZ41503033127, with registered address at Ropazu iela 10, Riga, LV-1039, Latvia, Internet Website www.transactpro.lv and email address info@transactpro.lv. The Institution is an authorised electronic money institution with the right to provide payment services, registered with the Register of Licences of the Financial and Capital Market Commission under the number 06.12.04.416/359, and its operation is supervised by the Financial and Capital Market Commission.

Institution's Business Day shall mean every day within the working hours of the Institution on which the Institution and its intermediary payment provider servicing the Institution's payments performs operations necessary for execution of the respective Transaction or Payment. Information on Institution's working hours is available at Institution's Website.

IBAN (International Bank Account Number) shall mean an international current account number granted by the financial institution to their customers in line with international standard ISO 13616-1:2007 Financial services - International bank account number (IBAN) - Part 1: Structure of the IBAN.

Internet Office means the Institution's system used for remote managing of monetary funds and electronic money and secure exchange with the information between the Customer and Institution.

Card Service Agreement shall mean the Card Service Agreement entered between the Customer and the Institution consisting of the Application, this Rules, General Business Conditions, Price List, rules of the international card systems Visa

Europe or MasterCard Worldwide (depending on the Card's brand), annexes, modifications and amendments to the above mentioned documents.

Card shall mean an international payment card Visa or MasterCard assigned with an individual number and issued by the Institution, including in cooperation with the Partner.

Cardholder shall mean the Customer or a private individual authorised by the Customer, in whose name the Card is issued and who has been authorised by the Customer in his/her/its Application to use the Card in line with the Rules.

Card Account shall mean the Customer's account opened within the Institution's system, to which the Card is linked and which the Institution uses for recording and reflection of Transactions and Payments. Upon acceptance of the Customer's Application for transformation of an account into current account from the Institution's side a Card Account is going to be a Current Account, to which the Card is linked.

Customer shall mean a private individual or a legal entity, or an association of such persons, for whom the Institution has opened the Card Account in accordance with an Application.

Fee shall mean the charge set in the Institution's Price List payable by the Customer to the Institution for Services.

Parties shall mean the Customer and the Institution jointly.

Account Maintenance Agreement means the Account Maintenance Agreement entered between the Customer and the Institution consisting of the Application, these Rules, General Business Conditions, the Price List, rules of the international card systems Visa Europe or MasterCard Worldwide (subject to brand of the Card), annexes, modifications and amendments to the above mentioned documents.

Account means Card Account or Current Account.

Parties mean the Customer and the Institution (together).

Law shall mean Law on Payment Services and Electronic Money of the Republic of Latvia.

Payment shall mean financial activity initiated by the Customer with an aim to deliver cash or to make cash transfers through the Account, or to pay cash into the Account.

Payment Order shall mean the Customer's order to the Institution to perform the Payment.

Unusual Transaction shall mean a transaction that meets the criteria of an unusual transaction under laws and regulations of the Republic of Latvia.

Settlement Cycle shall mean a time period of 28 to 32 days determined by the Institution and used by the Institution for gathering of information about Transactions and Payments performed in a time period starting from the next day after the end of previous Settlement Cycle and lasts till the end of the calendar month or till the first days of next calendar month, as well as for calculation of Fees, interest and/or penalties that are payable once a month in line with the Price List.

Current Account means the Customer's account opened with the Institution's system, which serves for making, recording and reflection of Payments and, if to it the Card is linked, also for recording and reflection of Transactions.

Rules shall mean these Account maintenance and Payment Card Usage Rules of SIA „Transact Pro" with all annexes thereto binding on Customers and Cardholders. A current wording of thereof is available at the Institution's Website.

Service shall mean any financial service or a service related to a financial service offered or provided by the Institution to the Customer.

Password means a personal identification code issued by the Institution to the Cardholder along with the Card and used for remote identification of the Cardholder when receiving information about the Card and Transactions and approving Transactions made without presenting the Card.

Partner shall mean a third party with which the Institution has agreed on cooperation in issuance or distribution of Cards that are used for both services offered by the Institution and services and benefits offered by the Partner.

Consumer shall mean the Customer, who is a consumer within the meaning determined by the Law on Protection of Consumers' Rights of the Republic of Latvia.

Application shall mean an application for opening of Current Account or issue a Card, signed by the Customer and submitted to the Institution, completed in the form determined by the Institution.

PIN code shall mean a personal identification code issued by the Institution along with the Card and used for identification of the Cardholder when approving Transactions made by presenting the Card.

POS or Point of Sale shall mean any Card acceptance terminal, except for an ATM, where the Card is accepted as means of payment for Transaction.

Merchant shall mean an entity accepting Card at its sales location for payment for goods sold or services provided by it. Visa or MasterCard symbols, corresponding to the symbols indicated on the plastic Card issued to the Cardholder, placed at a sales location are an evidence of the fact that the particular sales location is a Merchant within the meaning of these Rules. Cash withdrawal places shall not be considered as Merchants even if these places bear the Visa or MasterCard symbol.

Value Date shall mean a reference time used by the Institution to entry a Transaction or Payment and/or to indicate the term of Customer's duty to pay the Fee.

General Business Conditions mean Business General Conditions of SIA Transact Pro which is available at the Institution's Website.

2. GENERAL PROVISIONS

- 2.1. These Rules shall govern legal relationship between the Customer and the Institution in relation to opening and maintenance of Account, issuance, usage and closing of Cards. The Rules are an integral part of the Account Maintenance Agreement and/or Card Service Agreement. In addition to documents mentioned in this paragraph, all legal relationships between the Customer and the Institution related to usage of Cards are governed by the Visa Europe or MasterCard Worldwide terms and conditions (subject to brand of the Card) to the extent these do not contradict laws and regulations of the Republic of Latvia.
- 2.2. By signing the Application the Customer confirms that he/she/it has fully read and understands the Rules, the Price List and other documents applicable to legal relations between the Parties concerning usage of Accounts and Cards, that he/she agrees to the above mentioned documents and undertakes to comply with these, as well as undertakes to ensure that the Cardholder and the representatives authorised by the Customer read the above mentioned documents and comply with these. By signing the Application the Customer expresses his/her will to enter into the Account Maintenance Agreement or the Card Service Agreement. The Account Maintenance Agreement or the Card Service Agreement shall be deemed entered into on the date when the Institution has accepted the Application signed and submitted by the Customer.
- 2.3. Hard copies of these Rules and other Institution's documents governing the Account Maintenance Agreement and Card Service Agreement are available to the Customer at the Institution's premises on the Institution's Business Days, and electronically on the Institution's Website at any time except for times the Website is down for emergency or scheduled maintenance.
- 2.4. The Institution may at any time require from the Customer additional information and/or documents foreseen in General Business Conditions and necessary for identification of the Customer and/or for opening of the Account as well as for servicing of the Card and/or Account. The Customer is responsible for correctness and truth of information and documents submitted to the Institution, including a submitted copy of the Cardholder's identification document. If the Customer does not provide the Institution with the required information or refuses to provide it, or if the Institution suspects relation of the Payment, Transaction, the Customer or Cardholder to illegal activities, the Institution may unilaterally withdraw from the Account Maintenance Agreement and/or the Card Service Agreement and declare Cards invalid. In such case funds deposited in the Account shall be transferred, in term specified in the paragraph 12.8 of the Rules.
- 2.5. The Institution shall use, process and transfer to third parties personal data of the Customer only to the extent and within the scope determined by laws and regulations of the Republic of Latvia binding on the Institution. By signing the Application the Customer confirms his/her consent to collection, processing and transfer by the Institution of the information provided by the Customer and his/her personal data to the above mentioned third parties. The Customer agrees that the Institution has a right to transfer the Customer's data to the third party when it is necessary to fulfil Institution's obligations determined in the Account Maintenance Agreement, Card Service Agreement or to exercise its legal rights.
- 2.6. Legal relations between the Institution and the Customer, which is not a Consumer, are subject to the following special conditions:
 - 2.6.1. In case of dispute the burden of proof shall lay on the party claiming reimbursement of damages or performance of an action;
 - 2.6.2. The Customer is entitled to address the Institution with a valid claim for redemption of an amount of confirmed and already performed Transaction in cases of simultaneous occurrence of conditions specified in paragraph 9.9.2.1 and 9.9.2.2, however, the Institution is entitled to determine unilaterally whether such claim is valid and to decide on whether the claimed amount shall be redeemed. The Customer shall provide, upon request of the Institution, evidence in respect of the conditions indicated in paragraph 9.9.2.1 and 9.9.2.2. The Customer cannot justify compliance with these conditions by considerations related to the currency exchange, provided that currency exchange rate has been applied in line with the Rules;
 - 2.6.3. The Institution is entitled unilaterally to determine and charge a Fee for providing of information, for performance of corrective and preventive activities, including investigation, revocation and correction of Transactions and Payments by order of the Customer, as well as for other activities or services;
 - 2.6.4. Any claims or disputes concerning Accounts or Cards, including in respect of Transactions, Payments, acceptance or non-acceptance of Cards for making payments, Account balances, Fees, non-compliance with the Rules and/or applicable laws or regulations shall be submitted to the Institution within the term mentioned in paragraph 7.7 of the Rules. Claims submitted later may be rejected and not reviewed by the Institution. If the Institution acknowledges the Customer's claim as valid, the Institution shall fully or partially repay to the Customer the amount of the disputed Transaction or Payment within 5 (five) Institution's Business Days after final and irreversible return and credit of amount of that Transaction or Payment to the Institution's account;
 - 2.6.5. If the Customer denies approval of an executed Transaction or argues that the Transaction is executed erroneously, the Institution shall not be obliged to prove that the Transaction has been authorised. If a

Transaction was not confirmed by means of identification mentioned in paragraphs 6.2.7, 6.2.8 and 6.2.9 in line with the procedure determined therein, the fact that the Institution has registered usage of the Card in the Institution's system shall be deemed as a complete and sufficient proof of Cardholder's intent to make the respective Transaction in the corresponding amount;

- 2.6.6. The Institution shall not be obliged to reimburse expenses occurred in the result of a non-executed or erroneously executed Transaction or Payment;
- 2.6.7. The Institution is entitled not to reimburse the Customer for loss below 500 (five hundred) euro if such loss occurred in the result of unauthorised Transactions or Payments that took place due to loss, theft or misappropriation of the Card. The Institution shall not reimburse the Customer for loss occurred in the result of Customer's undue care for secure storage of the Card that consequently caused misappropriation of the Card;
- 2.6.8. The Institution is entitled independently to determine the fee for providing of information set in the Law;
- 2.6.9. Taking into account the opportunity for the Customer to receive information in line with the procedure set in Section 7 of these Rules, in case of a dispute the Institution shall not be obliged to prove that it has complied with the information providing requirements set in the Law;
- 2.6.10. In other cases that are directly stipulated by these Rules.

3. ACCOUNTS

3.1. Opening of an Account

- 3.1.1. Upon approval of a Customer's Application for issue of Card or opening a Current Account, the Institution shall open a Card Account or Current Account and assign it with Account number in the procedure determined by the Institution.
- 3.1.2. On the basis of a Customer's Application can be opened several Accounts. The Customer has to open separated Account for each currency, in which the Customer wants to hold the funds in the Institution. The Customer can ask to open Accounts in currencies agreed by the Institution.
- 3.1.3. The Institution activate the Account only after concluding either the Card Service Agreement or Account Maintenance Agreement and receipt and reviewing of all documents required for submitting by the Customer.
- 3.1.4. Throughout the term of an existing Card Service Agreement or Account Maintenance Agreement the Institution opens and activates a new Account for the Customer immediately after approval of the Customer's Application from the Institution's side, except the cases when the Institution has required to the Customer additional documents to be submitted.

3.2. Current Account

- 3.2.1. The Institution is entitled to accept any payment or credit transfer to the Current Account without consent of the Customer.
- 3.2.2. The Customer may operate with the funds in the Current Account and make Payments in accordance with the Rules, the Payment Rules and other provisions for Services and Service agreement governing the procedure of Payments.
- 3.2.3. The Institution shall withdraw funds from the Current Account based on the Payment Order and in other cases in line with the Rules, Payment Rules and applicable laws and regulations.
- 3.2.4. The Customer and the Customer's representative shall prove his/her authority to use the Current Account in line with the requirements and procedure set in the General Business Conditions. The Institution is not obliged to accept and execute a Payment Order or perform a Payment if the Customer or Customer's representative does not prove his/her/its authority to use the Current Account or if there is a reason to believe that the person intending to use the Current Account is not authorised to do so. In such case the Institution's refusal to accept or execute a Payment Order or other order shall not be considered as breach of the Institution's obligations and the Institution shall not be responsible for the loss caused in the result of the Institution's refusal to accept or execute a Payment Order or other order.
- 3.2.5. The Customer is entitled to operate only with funds deposited and freely available on the Customer's Current Account, if not otherwise agreed by the Parties or accepted by the Institution.

3.3. Card Account

- 3.3.1. Upon receipt and approval of an Application for issue a Card, the Issuer shall open a Card Account for the Customer or link the requested Card to an existing Account of the Customer in accordance with the Customer's instructions in the Application.
- 3.3.2. The Issuer is entitled to accept any payment or credit transfer to the Card Account without consent of the Customer. If there is determined the limits for a Card Account the Institution is entitled to credit funds to the Card Account within such limits or transfer funds in full and freeze the funds exceeding the limits, the frozen amount shall be relieved with renewal of Card limits.

- 3.3.3. The Customer may operate with the funds in the Card Account and make Payments and Transactions in accordance with the Rules personally or via representatives. The Issuer is entitled to request that any Payment Orders are signed by the Customer personally.
- 3.3.4. The Issuer shall withdraw funds from the Card Account based on the Payment Order as well as when executing the Payments and Transactions made by Card linked to the Card Account and withdrawing the Service Fees, and in other cases in line with the Card Service Agreement, including these Rules, and applicable laws and regulations.
- 3.3.5. Customer and the Customer's representative shall prove his/her authority to use the Card Account or Card in line with the requirements and procedure set by the Issuer. The Issuer is not obliged to accept and execute a Payment Order or perform a Transaction if the Customer or Customer's representative does not prove his/her/its authority to use the Card Account or Card in accordance with the requirements set by the Issuer or if there is a reason to believe that the person intending to use the Card Account or the Card is not authorised to do so. In such case the Issuer's refusal to accept or execute a Payment Order or to perform a Transaction shall not be considered as breach of the Issuer's obligations and the Issuer shall not be responsible for the loss caused in the result of the Issuer's refusal to accept or execute a Payment Order or a Transaction.
- 3.3.6. The Customer is entitled to operate only with funds deposited and freely available on the Customer's Card Account, if not otherwise agreed by the Parties or accepted by the Issuer.
- 3.3.7. The Institution is not obliged to perform a Transaction if all Cards linked to the Card Account are invalid (including reserved) and their operability is suspended.
- 3.3.8. The Institution is entitled but not obliged to perform a Transaction in the Card Account only upon Authorisation of the Card linked to the respective Card Account in accordance with the procedure determined by the Institution.
- 3.3.9. The Institution shall debit from the Card Account the amounts of Transactions and Payments made with the Card, corresponding Service Fees and other payments to respective settlement centres, as well as shall debit funds from the Card Account in other cases determined by these Rules or applicable laws and regulations.
- 3.3.10. The Customer shall ensure that at the moment of performance of corresponding Transaction or Payment in the Card Account there are free funds available for execution of Transactions, Payments made with the Card, payment of Fees, interest and other sums due to the Institution by the Customer or by the Cardholder.
- 3.3.11. The Customer or Cardholder is entitled to perform Transactions only within the available Card Account balance and taking into account the limits for usage of the Card set by the Rules and the Price List.
- 3.3.12. If by performing Transactions the Customer or Cardholder overdraws the Card Account balance consisting of the Customer's funds deposited with the Institution, it shall be considered as unauthorised overdraft of funds and in such case the Customer shall pay to the Institution an interest on the amount overdrawn in line with the Price List. The unauthorised overdraft interest shall be accrued for each day an unauthorised overdraft remains outstanding, based on the assumption that every year consists of 360 days and a month – 30 days. If the interest is determined as fixed amount, it is payable at the end of every Settlement Cycle of delay.
- 3.3.13. No later than by the last Institution's Business Day of every calendar month the Customer shall repay to the Institution the amount of unauthorised overdraft occurred in the current calendar month, unless agreed otherwise between the Parties; otherwise the Customer shall pay to the Institution the penalty set in the Price List. If the penalty is stated as annual rate, in the calculation it is considered that every year consists of 360 days and a month – 30 days. If the penalty is determined as fixed amount, it is payable at the end of every Settlement Cycle of delay.

4. PAYMENTS

- 4.1. The Institution shall make Payments from the Customer's Card Account or Current Account in line with the Payment Rules and taking into account that from the Card Account shall be made the following Payments:
 - 4.1.1. internal Payments (to a Customer's or another customer's account opened with the Institution);
 - 4.1.2. outgoing Payments with the purpose to pay balance of the Card Account to the Customer. The Institution shall perform, but not obliged the outgoing Payments for any other purposes.
- 4.2. To initiate a Payment, including when closing a Card, the Customer shall complete, personally approve and submit to the Institution a Payment Order in form agreed by the Institution. The Customer shall give consent to execute the Payment in line with Payment Rules. The Institution can accept the Payment Order sent through the Internet Office if its content meets all Institution's requirements.
- 4.3. In completion of a Payment Order, it is important for the Customer to take into account the fact that in the result of execution of a Payment Order the sum of the Payment can be credited to the beneficiary's bank account indicated in the Payment Order based only on the bank account number indicated in the Payment Order in IBAN format without verifying a conformity of account holder. If the Customer has indicated an inaccurate IBAN in the Payment Order for the Institution, the Customer shall be liable for all loss resulting from non-execution or inaccurate execution of the Payment Order.

- 4.4. In cases where in accordance with the Rules the Institution has requested additional documents from the Customer, the Institution is entitled not to start execution of the Payment Order before the Customer provides the documents requested by the Institution.
- 4.5. The Institution may set limits, in the event of exceeding which, prior to execution of the Payment Order the Institution may request additional confirmation from the Customer for executing the Payment Order. The Institution shall be entitled to set limits, in the event of exceeding which the Institution may refuse execution of a Payment Order.
- 4.6. The Customer shall ensure free availability of sufficient funds in Customer's Account for execution of the Payment Order submitted to the Institution and for payment of relevant Fees, interest and other sums due to the Institution, unless agreed otherwise between the Parties.
- 4.7. The Institution shall accept a Payment Order in procedure determined by the Institution in Payment Rules.
- 4.8. The Institution shall execute a Transaction Order, and meanwhile ensure deposit in or withdrawal of the sum of the Transaction from the Customer's Account, on or before the following deadlines:
 - 4.8.1. If the Institution has received a Transaction Order before 17:00 on the Institution's Business Day, the Institution shall execute the Transaction Order on the same day;
 - 4.8.2. If the Institution has received a Transaction Order at 17:00 or later on the Institution's Business Day or on a day that is not the Institution's Business Day, the Institution shall execute the Transaction Order at least on next Institution's Business Day.
- 4.9. The Institution is not obliged to accept and execute a Payment Order if it does not meet the paragraph 4.1 or 4.2 of these Rules or if the funds in the respective Account are insufficient for execution of the Payment Order and payment of relevant Fees and other amounts due to the Institution, if the Parties have not agreed otherwise.
- 4.10. Should the Customer or the Cardholder fail to comply with these Rules or other laws and regulations applicable to the legal relations between the Institution and the Customer in respect of execution of Payments, or if execution of a Payment Order is prohibited by the applicable laws and regulations, the Institution may refuse execution of the Payment Order. The Institution may refuse to perform an order for deposit of cash into an Account and pay back these funds to the payer's account, deducting from the amount the Fees stated in the Price List and all fees of intermediary institutions involved in transfer of funds, if the Account number indicated in the order is incorrect or non-existent.

5. CASH TRANSACTIONS

- 5.1. The Institution shall not pay out cash from the Account on the basis of a Payment Order that has been submitted to the Institution without using the Card linked to the Account. The Institution shall allow cash withdrawal from the Account if the Cardholder performs Cash withdrawal Transactions.
- 5.2. Cardholder may withdraw cash from the Account, to which the Card is linked, by using respective Card at an ATM or a POS terminal at a branch of a financial institution offering such option. In such case the Cardholder shall use the Card and the PIN Code or the Card and signature to confirm his/her identity and the respective Transaction.
- 5.3. The Customer shall ensure that at the moment when the Institution receives an order to execute a cash disbursement Transaction (i.e., a request for Authorisation of cash disbursement Transaction), the amount necessary for execution of such Transaction and payment of the relevant Fees is freely available in the Account, to which the Card used for the Transaction is linked. Should the Customer fail to fulfil this obligation, the Institution may refuse acceptance of the cash disbursement Transaction.
- 5.4. The Customer may deposit cash in the Account, to which the Card is linked, by depositing cash in the ATM that provides such service for cardholders of cards issued by the Institution. In such case the Cardholder shall use the Card and the PIN Code to confirm his/her identity and the respective Transaction, or other means of identification enabled by the relevant ATM and allowed by the Institution. The Cardholder can deposit cash through an ATM in the currency accepted by the respective ATM, taking into account limits set by the Institution for cash deposits. Information on the limits set by the Institution and other additional information on making cash deposits through the ATM is available to the Customer at the Institution's premises on Institution's Business Days, and electronically on the Institution's Website at any time.
- 5.5. If the Cardholder deposits cash to the Account, whose currency differs from the deposited currency, the Institution shall exchange the currency of the deposited cash into the currency of the Account, taking into account the procedure set in paragraph 6.5.4 and charging the Fees set in the Price List.
- 5.6. Where the Customer, by making a cash deposit through ATM, deposits cash in the Account in the currency of this Account, which is euro, the following provisions shall apply:
 - 5.6.1. If the cash deposit in the Account opened in the name of a Consumer, the Institution shall ensure that the deposited amount is available to the Customer immediately after the Institution has received the same amount;
 - 5.6.2. If the cash deposit in the Account opened in the name of the Customer who is not a Consumer, the Institution shall ensure that the deposited amount is available to the Customer not later than on the next Institution's Business Day after the Institution has received the same amount;

- 5.6.3. If the Cardholder deposits cash in the ATM on a day that is not the Institution's Business Day or after the time specified in paragraph 4.8 of these Rules for acceptance the Transaction Order for execution in the day of receipt, it shall be deemed that the Institution has received the deposited amount on the following Institution's Business Day.
- 5.7. The information about Institution's Business Days is available to the Customer at the Institution's premises and on the Institution's Website. The Institution's Business Days and working hours may differ as to the type of the Payment and the manner of submission of the Payment Order.

6. CARD USAGE PROVISIONS

6.1. Issuance of the Card

- 6.1.1. The Institution shall issue the Card to the Cardholder upon receipt, review and acceptance of the Application by the Institution, opening the Account (if the Card is not linked to an existing Account), personalisation of the Card, payment of the Card issuance fee and, if the Card is issued to a Cardholder, signing of the Confirmation of acceptance of the Card and the PIN Code. The Institution may specify additional information and/or documents that the Customer shall submit to the Institution in order to receive a Card or a Card issued in cooperation with a Partner. By signing the Application the Customer authorises the Cardholder indicated in the Application to use the Card specified in the Application.
- 6.1.2. The Institution shall ensure posting of the Card, PIN Code and Password in line with the Customer's instructions contained in the Application. In such case the Institution is entitled to charge Fees for issuance and/or for posting set in the Price List from the amount deposited by the Customer, by withdrawal of the above mentioned Fees and costs from the Customer's Account. The Institution is entitled to refuse issuance and/or posting of the Card, if the amount deposited by the Customer does not fully cover the Fee specified in the Price List.
- 6.1.3. In cases of posting the Card, PIN Code and the Password by mail upon Customer's request, the Institution shall not be liable for actions or omissions of third parties, including postal service or another mail service provider. The Institution shall not be liable for Customer's or Cardholder's loss caused by actions or omissions of a mail service, if the Institution is able to prove that the Card, PIN Code and Password were sent in accordance with the Customer's instructions contained in the Application.
- 6.1.4. Upon receipt of the Card, the Cardholder shall sign it.
- 6.1.5. The Institution has the right to refuse to issue a Card without explanations.
- 6.1.6. The Customer shall pay to the Institution the Fees for issuance and servicing of the Card in accordance with the Price List.

6.2. Use of the Card

- 6.2.1. The Card is the property of the Institution and is issued for use by the Cardholder. Only the Cardholder may make Transactions with the Card. The Customer and the Cardholder are not entitled to hand the Card over to any third parties.
- 6.2.2. The Institution may set limits on Transactions and Payments with the Card, including maximum limits on number and/or total amount of Transactions and Payments made during a certain period of time, as well as set a permanent limit for maximum and/or minimum Account balance.
- 6.2.3. The Institution may limit the number of Cards issued to the same Customer or to the group of mutually connected Customers.
- 6.2.4. Limits mentioned in paragraph 6.2.2 of these Rules are specified in the Price List. The Customer may, by agreeing with the Institution, determine individual Card usage limits that differ from limits published in the Price List.
- 6.2.5. The Cardholder may perform Transactions with the Card only in ATMs and at POSs marked with the logo (brand) of the Card issued to the Cardholder, Visa or MasterCard respectively. Payments with a virtual Card can be made in virtual environment only for 'Card not present' Transactions, and then the Card identification data mentioned in paragraph 6.2.8 are used for identification of the Cardholder. A virtual Card may not be used for payments for Transactions where presence of Card is required, including when for execution of a Transaction it is necessary to read electronic information from the Card's data carrier - a magnetic stripe or microchip.
- 6.2.6. Along with the Card, the Institution shall provide the Cardholder with a PIN envelope containing the PIN Code and the Password. If the Card is issued to the Cardholder personally, he/she shall confirm receipt of the Card and PIN envelope by signing the Confirmation of acceptance of Card and PIN envelope. PIN code is used for identification of the Cardholder in cases when Transactions are performed by presenting the Card. The Password is used for remote identification of the Cardholder when providing the information about the Card and Transactions electronically, as well as for making of 'Card not present' Transactions by the Cardholder. When the Card is used at ATMs or for Transactions at POSs with PIN Code verification function, entering of PIN Code in terms of legal force shall be equal to verification of the Transaction with Cardholder's signature.

- 6.2.7. When making Transactions with the Card, the Cardholder is obliged to sign the document confirming Transaction (one copy of receipt printed by POS) or to confirm the Transaction in accordance with the paragraph 6.2.9 of these Rules, with prior ascertainment that the sum of Transaction indicated in the document certifying the Transaction, is accurate. The Cardholder may not sign a document confirming the Transaction, if the amount of Transaction or other information in the document is missing or if the amount of the Transaction is inaccurate.
- 6.2.8. When making 'Card not present' Transactions, the Cardholder can be identified by Card identification data issued by the Institution (Card number, Expiry Date and, in individual cases, CVC2/CVV2 Code and the Password). Entry of Password in terms of legal force shall be deemed as equal to approval of a Transaction by Cardholder's signature.
- 6.2.9. When making Transactions with the Card, the Cardholder shall provide his/her consent for a Transaction by approving the respective Transaction by PIN Code or Card identification data mentioned in paragraph 6.2.8 of the Rules, or by signing the corresponding document confirming the Transaction in accordance with provisions of paragraph 6.2.7 of the Rules.
- 6.2.10. Cardholder is obliged to approve Transactions authorised by him/her in accordance with requirements set in paragraph 6.2.7 of the Rules in all cases when the Merchant's POS terminal provides such option. When making Transactions, the Cardholder is obliged to present his/her identification documents upon Merchant's request and to give consent to registration of Cardholder's personal data in the document confirming the Transaction.
- 6.2.11. The Cardholder may not revoke his/her consent for execution of a Transaction after such consent is given to Merchant, except for cases when the Cardholder has agreed on such option with the Institution and there also is a consent from the Merchant. The Customer may address the Institution with a written application to revoke his/her or Cardholder's consent for execution of a Transaction, by filing to the Institution an accurately completed Application form accepted by the Institution, and documents confirming consent of the Merchant mentioned in the present paragraph.
- 6.2.12. The Customer may not revoke his/her consent for execution of a Transaction (payment order) after the Institution has received it, except for case when the Cardholder has agreed on such option with the Institution by addressing the Institution with a respective application, and it has been accepted by the Institution.
- 6.2.13. The Customer and the Cardholder may not use the Card for illegal purposes, including Transactions resulting in payments for illegal goods or services. The Institution may limit the range of Merchants accepting the Card for payments, as well as determine particular Merchants, goods and/or services of which may not be paid by Card, in case of reasonable suspicion that these Merchants are involved in processing of illegal or suspicious Transactions. For security purposes (including if the Card is declared invalid in accordance with paragraph 6.4.5.3 or 6.4.5.4 of these Rules or when there are doubts about authenticity of the Card and/or legality of Transactions), the Institution may ask the Merchant to disallow servicing of the Card and/or to seize the Card.
- 6.2.14. Cardholder is obliged to request from Merchants all documents confirming Transactions made with the Card, and to keep the mentioned documents for at least 50 days after the date of withdrawal of the amount of respective Transaction from the Account.
- 6.2.15. The Cardholder is entitled at any time to ask the Institution to declare the Card invalid and request to terminate operation of a lost, stolen or otherwise misappropriated Card by applying for blocking of the Card by telephoning on +371 67222 555 and filing the corresponding application with the Institution. The Customer is liable for all Transactions and Payments (including 'Card not present') made by the Card until the Institution has registered a Customer's or Cardholder's application for blocking of the Card.
- 6.2.16. The Customer is obliged to notify the Institution in writing and to instruct the Institution to declare the Card invalid, if the Customer is willing to terminate the Cardholder's authority to use the Card by order of the Customer.
- 6.2.17. For security purposes or in cases when the Customer and/or the Cardholder fails to comply with the Rules or if the Institution has reasonable suspicion about unauthorised or illegal use of the Card (for example, second time or repeatedly entry of a wrong PIN code or other Card's details), including for execution of suspicion or Unusual Transactions or for fraudulent purposes, or in cases when there is a considerable increase of risk that the Customer will not be able to perform his/her financial liabilities, the Institution shall be entitled at any time and without prior notice to terminate or limit operation of the Card and to declare it invalid. The Institution shall inform the Customer about termination or limitation of operation of the Card or about declaration of the Card invalid and about reasons for such actions by telephone or in another way on which the Institution has agreed with the Customer, except for cases determined by law.
- 6.2.18. Upon receipt of the Institution's order to terminate usage of the Card, the Customer shall stop usage of the Card and shall ensure that the Cardholder immediately stops usage of the Card as well as fulfils further Institution's instructions in this regard.

- 6.2.19. The Institution is entitled to refuse Authorisation of a Transaction and not execute a Transaction in following cases:
- 6.2.19.1. If by execution of a Transaction and/or by withdrawal of relevant Fee the Card Account balance, comprised of balance of Customer's funds transferred to the Institution but yet unused and excluding funds reserved for previously Authorised Transactions, will be exceeded (overdrawn);
 - 6.2.19.2. If by execution of a Transaction the Card usage limits will be exceeded;
 - 6.2.19.3. If usage of the relevant Card is terminated or limited, or the Card is declared invalid (including blocked);
 - 6.2.19.4. The Expiry Date of the Card is expired;
 - 6.2.19.5. The Card is damaged;
 - 6.2.19.6. Identification of the Cardholder is unsuccessful, including entry of wrong PIN Code, CVC2/CVV2 Code or Password;
 - 6.2.19.7. The Institution has a suspicion about unauthorised use or forgery of the Card, including in cases when at the moment of Authorisation the data are sent to the Institution that do not correspond to the Card identification data assigned by the Institution;
 - 6.2.19.8. The POS terminal being at disposal of the Merchant or the ATM used by the Cardholder is out of order or fails to function in the specified way, or a Merchant's salesperson, in course of processing the Transaction with Card, has made a mistake resulting in sending to the Institution of inaccurate (wrong, erroneous, inconsistent or misleading) information about the Transaction at the moment of Authorisation;
 - 6.2.19.9. Telecommunication services are not provided or there are other technical problems are experienced;
 - 6.2.19.10. The business relationships with the Customer has been terminated (the Institution cease provision any Services to the Customer);
 - 6.2.19.11. In other cases determined by laws and regulations of the Republic of Latvia.
- 6.2.20. The Card shall be returned to the Institution in cases when the Card Expiry Date has expired or if the Card is declared invalid, as well as in cases specified in paragraph 6.4.4 of these Rules, or if a Party has unilaterally withdrawn from the Card Service Agreement in cases set in the Rules.
- 6.3. Keeping of the Card, PIN Code and the Password**
- 6.3.1. Upon receipt of the Card, PIN Code and the Password, the Cardholder shall memorise the PIN Code and destroy the PIN envelope. The Cardholder shall keep the Card, the PIN Code and the Password with due care and take all and any steps to ensure security of the Card, the PIN Code and the Password, as well as shall prevent falling of the Card, the PIN Code and/or the Password into possession of third parties. The Cardholder shall not record the PIN Code or Password in an easily recognisable form, including on the Card or any other item carried along the Card, or disclose the PIN Code to any third parties.
 - 6.3.2. The Customer or the Cardholder shall immediately inform the Institution about loss, theft of the Card or its PIN Code or Password or other events resulting in loss of actual possession of the Card and/or PIN Code or Password, as well as if the Card is damaged, or a third party has learned its PIN Code or Password. Immediately upon occurrence of the above mentioned events the Customer or the Cardholder shall inform the Institution by calling the Institution at +371 67222 555 or at another telephone number designated by the Institution for this purpose or by submitting a written notice to the Institution at the Institution's premises. The Customer or the Cardholder shall confirm every oral notice made to the Institution in respect of occurrence of circumstances specified in this sub-paragraph with a written notice as soon as possible. If the Card is lost abroad, the Cardholder may inform the Institution about the loss through any other bank abroad servicing Visa or MasterCard, respectively. Upon receipt of the notice from the Customer or the Cardholder, the Institution shall suspend operation of the Card until the Customer or the Cardholder has submitted to the Institution a written instruction for reactivating the Card. If the Card is declared invalid pursuant to the Customer's or the Cardholder's application, the Customer, upon reach agreement with the Institution, may submit an application for replacement of the invalid Card with a new one upon payment of a Fee set in the Price List.
 - 6.3.3. The Cardholder shall keep the Card apart from high temperature, strong electromagnetic field and the mobile telephone set, as well as protect the Card from mechanical damages.
 - 6.3.4. The Institution may (but until the receipt by the Institution of a due notice from the Customer, is not obliged to) suspend operation of the Card and declare it invalid, if the Institution has become aware of circumstances, pursuant to which it may be reasonably concluded that the PIN Code, Password or the Card is used illegally or if there is a suspicion that the Customer or the Cardholder performs fraudulent activities with the Card, or there are doubts about identity of the person using the Card.
- 6.4. Card Expiry Date, renewal and replacement of the Card**
- 6.4.1. Card Expiry Date is indicated on the front side of the Card. The Card is valid until the last date (included) of the month specified on the front side of the Card.
 - 6.4.2. The Institution may, at its own discretion, without receiving a special application from the Customer, renew the Card, i.e., make a new Card with the new Expiry Date and charge the Fee in accordance with the Price List,

unless the Customer or the Cardholder has ordered to the Institution in writing the contrary at least 1 (one) month prior to the Expiry Date.

6.4.3. If the Institution has not renewed the Card independently in accordance with the procedure set in paragraph 6.4.2 of these Rules, upon the Expiry Date the Customer may submit to the Institution an application with a request for renewal of the Card. In such case, if the Institution has agreed to renewal of the Card, within 3 (three) Institution's Business days the Institution shall make and issue to the Customer or the Cardholder a Card with new Expiry Date, and withhold Fee in accordance with the Price List.

6.4.4. After receipt of a Card with new Expiry Date, the Customer or the Cardholder shall return the preceding Card to the Institution or destroy it.

6.4.5. The Card is unfit for use, if:

6.4.5.1. The Expiry Date of the Card has expired; or

6.4.5.2. It is damaged (a card is considered damaged if it is not possible to electronically read data from its data carrier, i.e., magnetic stripe or chip, as well as such Card whose plastic material is damaged or worn out so that it is not possible to see in full the Card number, Expiry Date, Card security features or the Cardholder's signature), or

6.4.5.3. It is blocked due to loss, theft or another misappropriation of the Card, PIN Code and/or Password, due to the Institution's decision taken in accordance with paragraphs 6.2.17, 6.3.4 or 12.4 of the Rules, or in other cases determined by laws and regulations of the Republic of Latvia, or

6.4.5.4. It is forged.

6.4.6. The Card is considered forged, if:

6.4.6.1. Appearance or design of the Card does not correspond to the appearance and design of the Card determined by the Institution; or

6.4.6.2. Card security features do not meet requirements of international payment card organisations; or

6.4.6.3. There is ascertained another evidence or forgery, including evidence of transformation of data recorded to the Card data carrier (plastic material, magnetic stripe or microchip), as mentioned in paragraph 14.4 of the Rules.

6.4.7. Damaged Cards that cannot be used for settlements, as well as stolen, lost or otherwise misappropriated Cards can be exchanged or replaced with valid Cards upon accurate completion and submission by the Customer to the Institution of relevant Application form approved by the Institution, and payment of Fee set in the Price List. In such case, if the Institution has agreed to replace the Card, in replacement of the invalid Card the Institution within 3 (three) Institution's Business Days shall make and issue to the Customer or the Cardholder a new Card with the same Expiry Date as the invalid Card. The Customer shall supplement the Application mentioned in the present paragraph with the damaged Card and pass it to the Institution; otherwise the Institution may reject replacement of the invalid and damaged Card. The Institution is entitled not to renew a Card and issue a new one with a new Expire Date, and withdraw the appropriate Fee set in the Price List if at the moment of fulfilment of the application for renewal of Card less than 30 days remains till the Expire Date.

6.4.8. The Institution shall not replace a damaged Card if there are ascertained evidences of forgery. Forged Cards are annulled and it is not possible to exchange them with valid Cards or use for payment of Transactions.

6.4.9. The Institution is entitled not to replace a damaged Card, if its damages do not prevent from reading Card data from the data carrier (magnetic stripe, plastic or chip) and from using the Card for payment of Transactions. Such Cards shall not be deemed invalid.

6.4.10. If the Customer requests renewal or replacement of an invalid Card, the Institution is entitled to refuse acceptance of the corresponding application, if the Customer and/or Cardholder do not fulfil his/her/their obligations, including obligations provided by these Rules and/or laws or regulations in respect of usage of the Card, as well as in cases when the Card is declared invalid in accordance with the paragraph 6.2.17 of the Rules.

6.4.11. The Institution is entitled to refuse renewal or replacement of the Card, if the Customer has completed the annex mentioned in paragraph 6.4.3 or 6.4.7 of these Rules inaccurately, incompletely or inconsistently.

6.5. Financial liabilities arising from the usage of the Card

6.5.1. The Customer shall get read the Price List and follow amendments thereto, and pay to the Institution the Fees for the Transactions made with the Card in due time pursuant to the Price List. Signing and submission of Application to the Institution and receipt of the Card means that the Customer has agreed to the Price List.

6.5.2. The Institution may debit the Account for the amount of Transactions and Payments made with the Card, interest, Fees and other payments due to the Institution and related to the use and/or servicing of the Card and/or Card Account.

6.5.3. If the payment with the Card is made in the currency other than the currency of the Account and the processing of the respective Transaction is performed by Visa or MasterCard payment centre, the following provisions shall apply:

- 6.5.3.1. If the currency of the Account is British Pound (GBP) and the Transaction is not made in British Pounds, the Transaction amount shall be converted first the Transaction converted to euro in accordance with the currency exchange rate determined for the Transaction processing day by the international card organisation, respectively by Visa or MasterCard. Thereafter the Transaction amount in euro shall be converted to the currency of the Account in accordance with the currency exchange rate determined by the Institution and effective at the moment when the Institution processes the Transaction;
 - 6.5.3.2. If the currency of the Account is US dollars (USD) and the Transaction is not made in US dollars, the Transaction amount shall be converted to US dollars in accordance with the currency exchange rate determined for the Transaction processing day by the international card organisation, respectively by Visa or MasterCard;
 - 6.5.3.3. If currency of the Account is euro (EUR) and the Transaction is not made in euros, the Transaction amount shall be converted to euros in accordance with the currency exchange rate determined for the Transaction processing day by the international card organisation, respectively by Visa or MasterCard;
 - 6.5.3.4. For exchange of the currency of the Transaction the Customer shall pay to the Institution the currency exchange subcharge specified in the Price List pro rata to the amount exchanged in the Account. The currency exchange subcharge shall be automatically added on the amount of Transaction in currency of the Account and shall not be listed separately.
 - 6.5.4. If the payment with the Card is made in the currency other than the currency of the Account and the processing of the Transaction is fully performed by the Institution, the following provisions shall apply:
 - 6.5.4.1. If the Transaction is made in euros, the Transaction amount shall be converted to the currency of the Account in accordance with the currency exchange rate determined by the Institution and effective at the moment when the Institution processes the Transaction;
 - 6.5.4.2. If the Transaction is not made in euros, the Transaction amount shall be first converted to euros in accordance with the currency exchange rate determined by the Institution and effective at the moment when the Institution processes the Transaction. If the currency of the Account is not euros, the Transaction amount in euros shall be converted to the currency of the Account in accordance with the currency exchange rate determined by the Institution and effective at the moment when the Institution processes the Transaction.
 - 6.5.5. In addition to the Fees specified in the Price List and in sub-paragraph 6.5.3.4 of the Rules, in cases of Transactions with the Card performed abroad or in foreign currencies, the Institution may debit the Card Account for additional fees determined by the international card organisations.
 - 6.5.6. The Institution debits the Account for the amount of the Transaction made with the Card and corresponding Fees on the date of receipt by the Institution of the respective Transaction payment order from the Merchant or from the international card organisation settlements centre. The Institution debits the amount of Payment and corresponding Fees from the Account on the date of receipt of the respective Payment Order by the Institution. Prior to receipt of the Transaction or Payment Order and debiting of the Card Account for the amount of the corresponding Transaction or Payment the Institution may block the respective amount of the Transaction or Payment and the relevant Fees in the Account by reducing the Card Account balance and by restriction of usage of blocked amounts. The Institution shall have the right to debit the Account for the Transaction or Payment amount and the corresponding Fees also on other dates stipulated by the Institution.
 - 6.5.7. The Customer shall ensure free availability of the amount required to make payment of the Transaction or Payment amount, corresponding Fees and other sums payable to the Institution, in the Account which is meant to be used for relevant Transaction or Payment. In case the Customer fails to perform this obligation, the Institution may debit the Transaction or Payment amount, corresponding Fees and other sums payable to the Institution from any other the Customer's Account or withhold the same from the funds that are otherwise due to the Customer. If making of such payment requires the Institution to make currency exchange, it shall be carried out in accordance with the currency exchange rate applied by the Institution and effective at the moment when the respective amount is debited.
- 6.6. Additional provisions for use of the Card issued in cooperation with a Partner**
- 6.6.1. The Cardholder may use a Card that is issued by the Institution in cooperation with a Partner to receive both the services offered by the Institution and the services and benefits offered by the respective Partner. Usage of a Card issued in cooperation with a Partner for receipt of the Partner's services or benefits, as well as mutual legal relations between the Cardholder and the Partner in respect of use of the Card for receipt of the Partner's services or benefits, shall be regulated by terms and conditions on use of the Partner's services or benefits issued by the respective Partner.
 - 6.6.2. Information about Partners and Cards issued by the Institution in cooperation with each Partner and the terms and conditions on use of the Partner's services and benefits are available to the Customer and the Cardholder at the Institution's premises on Institution's Business Days, or at any time at the Institution's Website.
 - 6.6.3. The Institution shall not be liable for the Partner's services and benefits as well as for any loss incurred by the Customer and/or the Cardholder in relation to the Partner's services and/or benefits or use thereof.

7. PROVIDING OF INFORMATION ON TRANSACTIONS

- 7.1. After the Account is debited for the amount of a Transaction, the Institution shall ensure that the Customer and the Cardholder of the Card with which the respective Transaction is made, can obtain the following information on the Transaction:
 - 7.1.1. Transaction Authorisation Code enabling the Customer and the Cardholder to identify the respective Transaction;
 - 7.1.2. information relating to the beneficiary of the Transaction (name of the Merchant, ATM identification information);
 - 7.1.3. amount of the Transaction in currency of the Transaction;
 - 7.1.4. amount of the Transaction in currency of the Account;
 - 7.1.5. Fee payable by the Customer for execution of the Transaction if such Fee is set in accordance with the Price List or an agreement between the Parties;
 - 7.1.6. exchange rate, if currency exchange is performed;
 - 7.1.7. Value Date for debiting the Account for the amount of the Transaction.
- 7.2. After the amount of the Payment is deposited in the Account, the Institution shall make available to the Customer the following information:
 - 7.2.1. Payment registration number enabling the Customer to identify the respective Payment and, where appropriate, the payer;
 - 7.2.2. Amount of the Payment in currency in which it was deposited in the Account;
 - 7.2.3. Fee payable by the Customer for the execution of the Payment;
 - 7.2.4. if currency exchange is performed, the currency exchange rate and the amount of the Payment prior to the currency conversion;
 - 7.2.5. Value date for depositing the amount of Payment in the Account.
- 7.3. The Consumer may receive the information indicated in paragraphs 7.1 and 7.2 of these Rules free of charge:
 - 7.3.1. Electronically in the Internet Office at any time;
 - 7.3.2. As a hard copy at the Institution's premises on the Institution's Business Days, once per calendar month for the previous Settlement Cycle (month), upon completing and submitting to the Institution a request form approved by the Institution, if the Customer does not have access to the Internet and/or the Internet Office.
- 7.4. The Consumer may receive the information related to Transactions and Payments in the Account more frequently, upon request at the Institution's premises on the Institution's Business Days or by using communication channels other than indicated in paragraph 7.3 of the Rules or, in addition to the information whose provision is prescribed by the Rules, to receive also information on the balance of the Account or other information related to Transactions and Payments, upon payment of the Service Fee set in the Price List.
- 7.5. A Customer who is not a Consumer, may receive the information indicated in paragraphs 7.1 and 7.2 of these Rules:
 - 7.5.1. Free of charge - electronically in Internet Office, at any time;
 - 7.5.2. For the charge indicated in the Price List - as a hard copy at the Institution's premises on the Institution's business days, upon completing and submitting to the Institution a request form approved by the Institution, or otherwise upon agreement with the Institution.
- 7.6. Statements and information mentioned in paragraphs 7.3, 7.4 and 7.5 hereof uploaded to the Internet Office and prepared on paper are prepared electronically and provided in the form of printouts. The Institution ensures that electronically prepared information, including Account statements, is freely available constant in the Internet Office for at least two years. The Parties agree that all electronically prepared documents, including but not limited to statements and information mentioned herein, as well as Account statements and other documents available in the Internet Office, are deemed electronically signed by the Institution. Any document prepared by the Institution and available in the Internet Office is valid without the signature and/or the seal and in terms of its legal force is deemed equivalent to a document prepared on paper and signed by the Institution. The Customer may request the Institution to certify authenticity of its electronic signature.
- 7.7. Every Customer is obliged to follow independently the Account balance, as well as at least once within a calendar month to check the information on Transactions and Payments, that the Customer can obtain from the Institution in line with the Rules, and make certain of accuracy of Transactions and Payments. The Customer shall notify the Institution in writing immediately, as soon as he/she/it has become aware of defective execution of a Transaction or a Payment, or of a Transaction or a Payment that was not authorised by the Cardholder, or has noticed other errors related to servicing of the Account or use or service of the Card, not later however than within 50 days after debiting the Account for the funds. If the Customer who is a Consumer had no possibility to notify the Institution of unauthorised or defective execution or non-execution of a EEZ Transaction or EEZ Payment within the term mentioned in this paragraph, the Customer should immediately notify the Institution in writing no later than within 13 months after debiting the Account for the funds. Should the Customer fail to submit the above notice to the Institution within the term indicated in this paragraph, the Institution is entitled to assume that the Customer has no complaints in relation to the Transactions and Payments executed within the reference period. Claims submitted later may be rejected by

the Institution. Non-receipt of information on the Transactions and Payments that the Customer can obtain from the Institution pursuant to the Rules does not release the Customer from the responsibility for the Transactions.

8. SERVICE FEES AND OTHER SUMS PAYABLE BY THE CUSTOMER

- 8.1. The Customer shall pay to the Institution Fees for the making the Card, issuing and servicing of the Card, as well as Fees for Transactions, Payments and Services in relation to maintenance of the Account and/or Card usage, in line with the Rules and the Price List to the extent not provided otherwise by the Account Maintenance Agreement, Card Service Agreement or other agreement entered between the Parties.
- 8.2. In case of delay in settlement of payment liabilities, the Customer shall pay to the Institution a default rate and late payment penalty for delayed payments pursuant to the Price List.
- 8.3. The Institution is entitled independently to determine and charge the Payment and Transaction revocation fee set in the Price List.
- 8.4. By signing the Application the Customer authorises the Institution to debit, without performance of any additional procedures, all payments, including Fees, penalties, and other amounts due to the Institution under agreements, the Rules and/or the Price List, from the Customer's Accounts, provided that first funds shall be debited from the Accounts opened in the same currency of the respective payment, following subsequence is determined at the Institution's discretion. If making of such payment requires the Institution to make currency exchange, it shall be carried out in accordance with the currency exchange rate determined by the Institution and effective at the moment when the respective amount is debited.
- 8.5. Should funds in the Accounts be insufficient to cover all the Customer's obligations due to the Institution, the Institution has the right to determine sequence in which amounts due to the Institution shall be debited from the Account.
- 8.6. The Institution has the right to debit from the Account first the amounts that are due to the Institution, even if prior or after they have fallen due the Customer or the Cardholder have submitted other instructions, but the Institution has not yet withheld the Fees due to the Institution from the Account.
- 8.7. The Institution shall terminate accrual of the Fee for service and usage of the Card only in following cases:
 - 8.7.1. The Institution has received Customer's order to terminate Cardholder's authority to use the Card in accordance with paragraph 6.2.16 of these Rules;
 - 8.7.2. The Institution has received the Customer's or Cardholder's written notification about occurrence of circumstances mentioned in paragraph 6.3.2 of these Rules;
 - 8.7.3. The Institution has received the Customer's application for closing of the Card in accordance with paragraph 12.1 of these Rules.

9. LIABILITY

- 9.1. The Customer shall indemnify the Institution against the loss caused by the Customer, the Customer's representative and/or the Cardholder in result of non-performance or improper performance of the obligations specified by the Rules.
- 9.2. The Customer shall be liable for the authenticity, completeness, accuracy, validity and timely submission of all information and documents submitted to the Institution, as well as for legality of Transactions and Payments made in the Account. The Institution shall not be liable for any loss caused by the Customer, the Customer's representative, the Cardholder or a third party. The Customer shall be liable for all loss incurred by the Customer, the Cardholder or the Institution, if the Customer has submitted to the Institution forged documents and/or documents completed inaccurately or incompletely.
- 9.3. The Customer shall be liable for the compliance by the Customer's representative and the Cardholder with the Account Maintenance Agreement, the Card Service Agreement, the Rules, and all other terms agreed between the Parties in relation to the Account maintenance and/or Card usage. The Institution shall not be liable for mutual settlements between the Customer and the Cardholder, as well as between the Customer and the Customer's representative. The Customer shall be liable for the Transactions and Payments made by the Cardholder with the Card and for Payments made by the Customer's representative through the Account.
- 9.4. The Customer shall be liable for loss incurred in the result of fraudulent activities of the Customer or the Cardholder or in the result of abuse of the Institution. The Institution shall not be liable for incorrect or incomplete Payment Orders of the Customer.
- 9.5. Before the Institution is notified by the Customer about termination of the Cardholder's authority to use the Card pursuant to paragraph 6.2.16 of these Rules or pursuant to the order to suspend the operation of the Card or to invalidate the Card pursuant to paragraph 6.3.2 of these Rules, the Customer shall assume full responsibility for Transactions and Payments made by the Cardholder with the Card.
- 9.6. Failure to submit to the Institution a written notice on occurrence of circumstances specified in sub-paragraph 6.2.16 or 6.3.2 of these Rules shall be considered an evidence that the Customer and/or the Cardholder acted with negligence, and in such case the Customer and the Cardholder shall be fully liable for consequences of such negligence.
- 9.7. After submitting the written notice to the Institution on occurrence of circumstances specified in sub-paragraph 6.2.16 or 6.3.2 of the Rules, the Customer shall be liable exclusively for the loss caused if:

- 9.7.1. The Card has been illicitly used and the respective Transaction or Payment has been confirmed with the PIN Code or another proof of identification or personalised security element, or
- 9.7.2. The Customer or the Cardholder acted with negligence or malicious intent.
- 9.8. The Customer shall be liable for all loss resulting from illegal use of the Card, if the Customer or the Cardholder violated the obligations determined by the Rules or applicable laws and regulations in respect to usage of the Card, or if the Customer or the Cardholder have acted fraudulently.
- 9.9. The following provisions shall apply to determining the liability for disputed EEA Transactions or EEA Payments:
 - 9.9.1. In the event that the Institution has received the Customer's or the Cardholder's notice of unauthorised Transaction or Payment within the term specified in paragraph 7.7 of the Rules, the Institution shall immediately, as soon as it ascertains that the Transaction or Payment has been unauthorised, return the amount of the unauthorised Transaction or Payment or restores the situation in the Account that was debited for the respective Transaction or Payment amount to the situation as it was prior to execution of the unauthorised Transaction or Payment. The provisions of this paragraph shall not apply, and the Customer shall be liable for the unauthorised Transaction or Payment if the Customer or the Cardholder have acted illicitly or have failed to comply with the Rules or other applicable laws and regulations;
 - 9.9.2. The Consumer is entitled to a refund from the Institution of an authorised and already executed Transaction provided that both of the following conditions are met:
 - 9.9.2.1. The amount of the Transaction has not been indicated accurate at authorisation thereof, and
 - 9.9.2.2. The amount of the Transaction exceeds the amount the Customer could reasonably have expected for the respective Transaction, taking into account the data of his/her previous Transactions, the Rules and the relevant circumstances of the Transaction.
 - 9.9.3. The Customer shall provide, upon request of the Institution, evidence in respect of the conditions indicated in paragraph 9.9.2 of these Rules. The Customer may not argue that these conditions are met by reasons related to the currency exchange, if the currency exchange rate has been applied pursuant to the Rules;
 - 9.9.4. The Customer may request the refund pursuant to the paragraph 9.9.2 of the Rules within 8 (eight) weeks following the date on which the Account has been debited for the amount of the respective Transaction;
 - 9.9.5. The Institution shall either refund the amount of the Transaction indicated in paragraph 9.9.2 of the Rules or provide the Customer with the reasons for the refusal thereof within 10 (ten) business days after receipt of the Customer's claim application and the evidence specified in paragraph 9.9.3 of the Rules. Until all the circumstances are clarified, the Institution is entitled to block the amount credited to the Account, which is refunded by the Institution in accordance with the present paragraph, by decreasing respectively the available Card Account balance.
- 9.10. The Institution shall not be liable towards the Customer for unauthorised or defective execution or non-execution of any Transaction or Payment if the Customer has failed to notify the Institution on such Transaction or Payment pursuant to paragraphs 7.6 or 9.9.4 of these Rules (respectively).
- 9.11. The Institution shall not be liable for execution of the Transaction in line with the Rules, if Authorisation of the Transaction has been refused. The Institution shall not be liable for execution of the Payment in line with the Rules if execution thereof has been refused.
- 9.12. The Institution shall not be liable towards the Customer for defective execution or non-execution of the Transaction or Payment, if it results from circumstances related to compliance with laws and regulations applicable to the Institution.
- 9.13. The Institution shall not be liable for loss occurred in the result of actions by third parties involved in processing of the Transaction or Payment, including in cases when the Merchant refused to accept the Card for payment of goods sold and/or services provided, including also cases when the POS terminal being at disposal of the Merchant is out of order or the telecommunication services between the Merchant's POS terminal and its servicing entity or international payment card processing centres are disturbed, that prevents the Merchant to perform Authorisation of the Transaction.
- 9.14. The Institution shall not be liable for loss resulting from suspension or restriction by the Institution of operation or use of the Card in line with the Rules.
- 9.15. The Institution shall not be liable for loss resulting from any country's currency restrictions or cash withdrawal limits or specific procedure.
- 9.16. The Institution is responsible for execution of a Transaction (Payment) in accordance with provisions of the Law to the extent of the Institution's ability to have a current influence on execution of the Transaction (Payment) or a stage thereof. In the event that a Payment is not executed or is executed erroneously, and the Institution is responsible for it in accordance with the present paragraph, the Institution upon request of the Customer shall try to trace the Payment and inform the Customer about the results of tracing. If a Transaction or a Payment is executed erroneously, and in accordance with the present paragraph the Institution is responsible for performance of the Transaction or the Payment, the Institution shall immediately refund to the Customer the amount of erroneously executed Transaction

or Payment or restores the situation in the Account as it was prior to execution of the erroneous Transaction or Payment.

10. CURRENCY OF OPERATIONS AND THE APPLICABLE CURRENCY EXCHANGE RATE

- 10.1. The Institution performs Transactions in the currency specified in the Transaction Order and Payments – in the currency specified in the Payment Order, if these currencies are listed in the Price List as Payments currencies performed by the Institution. The Institution withdraws the amount of Transactions and Payments in the currency, for which the respective Account is opened.
- 10.2. The Institution reserves the right to perform Transaction or Payment in another currency, if performance of the Transaction or Payment in the specified currency is impossible due to conditions for which the Institution has no responsibility or occurrence of which is not resulting from the activities of the Institution.
- 10.3. Where the currency of the Transaction or Payment differs from the currency of the respective Account to which the Payment amount should be deposited or which should be debited for it, in cases specified in the Rules the currency of the Transaction or Payment shall be exchanged according to the currency exchange rate applicable in the particular case.
- 10.4. Information on the exchange rates set by the Institution is available to the Customer at the Institution's premises on the Institution's Business Days and at any time electronically on the Institution's Website.
- 10.5. The Institution shall apply any changes to the currency exchange rates set by the Institution immediately, without prior announcement to the Customer. The Institution shall inform the Customer on any changes in the currency exchange rates set by the Institution by placing the information about currency exchange rates set by the Institution at the Institution's premises and on the Institution's Website.
- 10.6. The Institution shall apply any changes to the currency exchange rates set by the international card organisations Visa and MasterCard immediately, without prior announcement to the Customer.

11. AMENDMENTS TO AND TERMINATION OF THE AGREEMENT

- 11.1. The Institution may unilaterally amend the Rules as provided for by the General Business Conditions.
- 11.2. The Customer shall follow changes in the Rules, in the Price List and other conditions of the Account Maintenance Agreement and/or Card Service Agreement and inform the Cardholder and the Customer's representatives about changes in thereof. Unless the Customer notifies the Institution about his/her/its objections against proposed amendments before the proposed (scheduled) date when such amendments take effect, it shall be deemed that the Customer has agreed to these amendments. If the Customer does not agree to these amendments, he/she/it is entitled unilaterally and without any penalty to terminate the Account Maintenance Agreement or the Card Service Agreement respectively by notifying the Institution before the day these amendments take effect.
- 11.3. The Customer may at any time unilaterally withdraw from the Account Maintenance Agreement or the Card Service Agreement by submitting a respective written notice to the Institution. The Customer may, by agreement with the Institution, revoke his/her notice to the Institution on withdrawal from the Account Maintenance Agreement or the Card Service Agreement.
- 11.4. The Institution may at any time unilaterally withdraw from the Account Maintenance Agreement or the Card Service Agreement by a written notice to:
 - 11.4.1. The Consumer – in at least 60 calendar days in advance;
 - 11.4.2. The Customer, which is not a Consumer, – in at least 30 calendar days in advance.
- 11.5. The Institution may unilaterally withdraw from the Account Maintenance Agreement or the Card Service Agreement without prior notice, if the Customer violates obligations arising from the Account Maintenance Agreement or the Card Service Agreement or the Rules, or in other cases stipulated by applicable laws and regulations.
- 11.6. If any of the Parties has notified the other Party on unilateral withdrawal from the Account Maintenance Agreement or the Card Service Agreement, the Institution is entitled:
 - 11.6.1. Not to perform the Customer's Transactions and Payment Orders;
 - 11.6.2. To suspend operation of the Cards and declare the Cards invalid;
 - 11.6.3. To withdraw unilaterally from other Service Agreements entered between the Parties;
 - 11.6.4. To close the Card Accounts.
- 11.7. The Account Maintenance Agreement and/or the Card Service Agreement shall be treated as terminated only after the Parties have fully performed all their obligations under respective agreement.
- 11.8. If the Institution has not received the Customer's instructions relating the payout of remaining Account balance till the day determined for closing of the Card Account, the Institution is entitled, at its sole discretion, either to block the Account and hold it in inactive status and charge the Fee stated for maintenance of inactive account, or close the Account and remaining balance thereof transfer to special account with Institution opened for recording the Institution's liability toward its customers until receipt of Customer's Payment Order or the Customer has lost its its/his/her right to this funds. If the Customer has other Account with the Institution, the Institution is entitled to transfer remaining Card Account balance to this Account without additional Customer's instructions and, if it is

necessary, provide conversion of fund into Account currency in accordance with the currency exchange rate determined by the Institution and effective at the moment when the Institution processes the respective action.

12. CLOSING OF ACCOUNT AND CARD

- 12.1. The Customer shall have the right to request closing of a Card or all Cards by submitting a written application form approved by the Institution. The Customer's application for closing of all Cards, including all Cards issued to Cardholders, or the sole Card shall be simultaneously considered as the Customer's notice on unilateral withdrawal from the Card Service Agreement.
- 12.2. Upon submission of application for closing of a Card to the Institution the Customer may not perform Transactions with the respective Card. If the Customer requests closing of all Cards or of a sole Card, the Customer may not make any Transactions with the Cards mentioned in the application and make any Payments resulting in debiting of funds from the corresponding Card Account, and the Institution is entitled not to execute the mentioned Transactions and Payment Orders. Upon submission of application for closing of all Cards, the Customer is obliged to ensure that all Cardholders immediately terminate usage of Cards, and the Institution is entitled not to execute Transactions and Payment Orders made by Cardholders.
- 12.3. Upon receipt of application for closing of one or more Cards linked to the Account, the Institution shall immediately terminate operation of Card(s) indicated in the application for closing and declare it invalid.
- 12.4. Upon receipt of an application for closing of one or of a sole Card the Institution shall suspend the respective Cards and declare these invalid, as well as close the Card Account in accordance with the Rules.
- 12.5. Prior to closing of Card, the Institution shall debit the Account linked to the Card for Fees and other payments due to the Institution from the Customer for servicing and usage of the relevant Card, as well as terminate further accrual of Fees, interest and penalties, under the stipulation that the Customer has performed all his/her/its liabilities under the Card Service Agreement.
- 12.6. The Institution is entitled to close the Account and/or all Cards linked thereto without prior notice, in following cases:
 - 12.6.1. For private individuals - if Transactions or Payments are not made for 12 (twelve) months and there is no credit (positive) balance in the Account;
 - 12.6.2. For legal entities - if Transactions or Payments are not made for 6 (six) months and there is no credit (positive) balance on the Account.
 - 12.6.3. In other cases provided by the Rules and/or in an agreement between the Parties and/or in cases stipulated by laws or regulations of the Republic of Latvia.
- 12.7. The Institution is entitled not to renew the Cards closed in accordance with the Rules.
- 12.8. In the event that the Customer or the Institution terminates the Card Service Agreement, all Cards or a sole Card are closed if there is left the remaining balance in the Card Account after debiting of Fees, interest and penalty, it shall be frozen in Card Account for 60 days following the day of the Party's notification to the other Party on termination of the Card Service Agreement, closing of all Cards or a sole Card, securing the Customer's obligations arising from the Card Service Agreement till its termination, thereafter the Institution transfer the remaining balance to the account determined by the Customer no later than in 5 Institution's Business Days after receipt of the Customer's Payment Order.

13. REVIEW OF CLAIMS

- 13.1. Any disputes or claims concerning Accounts or Cards, including Transactions, Payments, acceptance or non-acceptance of Cards for making payments, Account balances, Fees, non-compliance with the Rules and/or applicable laws or regulations shall be submitted to the Institution within the term mentioned (accordingly) in the paragraph 7.6 or 9.9.4 of the Rules. Claims concerning Transactions and acceptance or non-acceptance of Cards for making payments can be submitted by the Customer or by the Cardholder to whom the corresponding Card has been issued, but all other disputes or claims are accepted by the Institution only from the Customer. The Customer or the Cardholder may submit a claim in writing by completing and submitting to the Institution an application form approved by the Institution, accurately providing all identification data requested by the Institution, including Cardholder's name, surname, ID code or date of birth, contact phone and address, Card number, details of Transaction of another information disputed by the Customer, as well as facts and circumstances that provide arguments in support of the dispute and the applicant's claim. The claim application shall be supplemented by all documents being at disposal of the Cardholder, including documents confirming the disputed Transaction that provide arguments in support of the claim and explain reasons for it.
- 13.2. The Customer and the Cardholder shall be obliged to verify documents issued by Merchants in confirmation of Transactions (receipts, tickets, etc.) immediately after payment for the Transaction and immediately inform the Merchant's salesperson about any detected inconsistencies. The Customer may submit a claim application to the Institution only in cases when the Merchant cannot or is not willing to correct the inconsistency detected by the Customer or the Cardholder or otherwise compensate for loss incurred by the Customer or the Cardholder.

- 13.3. Claims concerning consistency of the Transaction amount shall be reviewed by the Institution only in cases when the Customer has supplemented the claim application with documents confirming the Transaction or copies thereof. If the Customer submitting the claim application to the Institution is not able to ensure timely submission of documents confirming the Transaction upon the Institution's request, the Institution is entitled to refuse review of the claim application and to dismiss the claim. The Institution shall not be obliged to request the Merchant to provide documents confirming the Transaction until after respective written order is received from the Customer and the Fee set in the Price List is fully paid or blocked.
- 13.4. The Institution shall review claims concerning Transactions in accordance with terms and conditions of international payment card organisations (Visa or MasterCard, subject to brand of the Card) and shall take the decision about validity of the claim based on provisions stipulated by the present Rules, by the necessity and means of proof, to the extent these provisions not contradict regulatory acts of the Republic of Latvia.
- 13.5. The Institution shall review complaints filed by a Consumer within 10 business days, but complaints filed by a Customer who is not Consumer, - within 30 business days upon receipt of correctly completed claim application and, in particular cases, upon receipt of accompanying documents requested by the Institution, including documents confirming the Transaction and the proof mentioned in the paragraph 9.9.3 of the Rules, and shall inform the applicant about results of the review, including:
- 13.5.1. To satisfy the claim and to inform the applicant about the term and procedure for execution of the claim;
 - 13.5.2. To dismiss the claim and provide the applicant with a valid denial;
 - 13.5.3. To inform the applicant about the course of the claim review and additional measures and/or the time that is required for the Institution to review the claim in its essence, including for finding out the facts and circumstances mentioned in the claim application and for ascertaining of its validity.
- 13.6. The Institution shall send its reply to the claim application to the Customer by mail to the Customer's address indicated in the claim application, or to another Customer's address known to the Institution, or shall deliver it to the Customer in person.
- 13.7. The Institution is entitled to reject and not review any claims that are submitted after the deadline mentioned respectively in paragraph 7.7 or paragraph 9.9.4 of the Rules, as well as claims the do not meet the requirements mentioned in paragraph 13.1 of the Rules.
- 13.8. If the Institution acknowledges the claim submitted by the Customer or the Cardholder as valid, the Institution shall restore activity of the Card and/or the Account mentioned in the claim application, thus fully or partially satisfying the applicant's claim.
- 13.9. If in the result of review of a claim application the Institution finds out that it is invalid, the Institution is entitled to annul the preceding satisfaction of the claim and to restore the activity and/or balance of the Card to the situation as it was prior to submission of the invalid claim. If the Institution acknowledges the Cardholder's claim as invalid, the Customer is obliged to pay the Fee for reviewing of an invalid claim set in the Price List.
- 13.10. The Institution is entitled to block the Fees mentioned in paragraph 13.3 and 13.9 of the Rules, by decreasing the Card balance available to the Customer till completion of review of the claim, if the Institution has reasonable doubt about validity of the claim submitted by the Customer or if the Institution has received the Customer's order to request documents confirming the Transaction.
- 13.11. If the Customer is not satisfied with the Institution's reply to his/her claim application, the Customer shall be entitled to the following:
- 13.11.1. A Consumer may submit a claim to the Consumer Rights Protection Centre. The procedure for taking decisions by the Consumer Rights Protection Centre and the procedure for appealing of these decisions is determined by the Consumer Rights Protection Law;
 - 13.11.2. A Customer who is not a Consumer may submit a claim to the Financial and Capital Market Commission;
 - 13.11.3. The Customer may bring an action due to claim or dispute in line with the paragraph 15.2 of the present Rules.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. Intellectual property rights, including author's rights and patent rights, irrespectively of their recognition or registration in the course of business in line with effective laws and regulations, including design of the Cards, trademarks, logotypes, brands, software developed by the Institution, documentation and advertising materials, are the property of the Institution, its related entities and/or Institution's counterparties or third parties, where specified in particular.
- 14.2. Nor the Customer neither the Cardholder may in any way fully or partially reproduce the Card as well as use any trademarks, logotypes, brands or another identification signs or marking of the Institution, related entities or third parties.
- 14.3. Copying (reproducing) the Card and manufacturing or distribution of payment means identical or similar to the Card shall be treated as violation of author's rights and other intellectual property rights of the Institution and other parties, as well as an criminal offence against property of the Institution and other parties, resulting in civil and criminal liability determined by the law.

14.4. Any mechanical, electronic or other transformation of the data recorded to the Card or its data carrier (magnetic stripe or microchip) is prohibited. If the Institution ascertains transformation of the data recorded to the Card or its data carrier or an attempt thereof, the Institution is entitled to terminate activity of the corresponding Card, declare the Card invalid in accordance with paragraph 6.4.5.4 of the Rules, and bring the case to the law enforcement authorities.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. Maintenance of Accounts and use of Cards pursuant to the Rules and the legal relations related thereto shall be governed by laws of the Republic of Latvia.

15.2. Any dispute arising between the Institution and the Customer in respect of the Rules and application or execution of requirements thereof, if not solved in mutual negotiations with the Institution or if such negotiations long for more than 30 days, shall be settled:

15.2.1. if the Customer is a Consumer, upon the plaintiff's choice, by a court of jurisdiction by agreement subject to the Institution's address or by a court of general jurisdiction;

15.2.2. if the Customer is not a Consumer, upon the claimant's choice, by a court of general jurisdiction or by the Supreme Arbitration (Galvenā Šķīrējtiesa, unified registration number 40103210884) in Riga, and in accordance with the laws of the Republic of Latvia under the Rules of this Arbitration, in written process, by one arbitrator appointed by the Chairman the Supreme Arbitration. Language of litigation is Latvian.

16. MISCELLANEOUS

16.1. Upon closing of the Card or Account the Institution may retain the Customer's documents submitted to the Institution at opening of the Account and/or issuing the Card.

16.2. The Institution is entitled (but not obliged) to contact the Customer, the Customer's representative and/or the Cardholder if the Institution reveals that Transactions or Payments not typical of the Customer and/or the Cardholder have been made with the funds deposited in the Account.

16.3. The Institution is entitled to debit amounts from the Customer's Accounts without any additional Payment Order or consent of the Customer, in the following cases:

16.3.1. If the Customer shall fulfil payment obligations against the Institution, including payment of Fees and other sums pursuant to the Rules or Service Agreements;

16.3.2. If the Institution has transferred any funds to the Account in the result of misunderstanding, inadvertence or mistake, or without any legal grounds;

16.3.3. In other cases provided by the Rules, Service Agreement or pursuant to the laws and regulations of the Republic of Latvia.

16.4. During existence of legal relationship between the Parties in respect to maintenance of Accounts and/or use of Cards, the Parties shall communicate in Latvian language or, with the Institution's consent, in another language suitable to the Customer or the Cardholder.

16.5. The Account Maintenance Agreement and/or Card Service Agreement is concluded for an indefinite time period.

17. INTERPRETATION OF THE RULES

17.1. Unless specified otherwise in the Rules, terms used in singular shall be interpreted equally as used in plural in the Rules and annexes thereto, and vice versa.

17.2. Headings of the chapters in the Rules are intended for convenience only, not for interpretation of the Rules.

17.3. If any part of the Rules is or becomes inoperable, the remaining part of the Rules shall not be affected thereby.

17.4. In case of discrepancies or ambiguities between the Latvian and the foreign text of the Rules, the text in Latvian shall prevail.

17.5. Unless specified otherwise in the Rules, references to chapters, paragraphs or sub-paragraphs in the Rules shall mean references to chapters, paragraphs or sub-paragraphs of the Rules (respectively).

17.6. In the Rules a reference to any document includes a reference to that document with all amendments and any other modifications as well as novation of that document.