

1. Terms Used in the Terms of Service and Their Interpretations:

- 1.1. Subscriber** – a subscriber of the Enterprise – the Client of the Bank or a third party using/purchasing services/goods of the Enterprise, for which the Client undertakes to pay in accordance with the e-Invoice.
- 1.2. Bank** – JSC Citadele Banka, unified registration No 40103303559.
- 1.3. Pricelist** – an effective pricelist for products and services of the Bank.
- 1.4. Identifier** – the Subscriber's number assigned by the Enterprise, the Subscriber's account number or other attribute by which or by a set of which the Subscriber can be unequivocally identified at the Enterprise.
- 1.5. Operator** – JSC Fitek, unified registration No 40003380477, which has made an agreement with the Bank and performs maintenance of the billing information infrastructure.
- 1.6. Client** – a natural person giving instructions to the Bank to pay e-Invoices on a regular basis according to the Order and its terms.
- 1.7. Commission Fee** – the commission fee for the Service according to the Pricelist effective at the time of execution of the Order.
- 1.8. Account** – Client's account with the Bank specified in the Order, used by the Bank to pay e-Invoices according to the Order.
- 1.9. Limit** – the amount specified in the Order, within the Limits of which the Bank can make one payment to the Enterprise.
- 1.10. Service** – regular e-Invoice payment service that includes acceptance of the e-Invoice from the Enterprise, preparation of a relevant payment order, and execution of the payment order according to the Order.
- 1.11. Service Agreement** – a written agreement of the Bank and the Client on receiving the Service, integral parts of which are the Order and the Terms of Service.
- 1.12. Terms of Service** – these terms of regular payment of e-Invoices.
- 1.13. e-Invoice** – an invoice prepared by the Enterprise electronically for services/goods provided to the Subscriber.
- 1.14. Order** – an order completed and signed by the Client according to a sample provided by the Bank that contains conditions binding on the Bank for credit transfers prepared on the basis of e-Invoices submitted to the Bank.
- 1.15. Enterprise** – a legal entity specified in the Order, the payment of Invoices of which is made according to the Service Agreement.
- 1.16. Payment Date** – the date (inclusive) specified in the e-Invoice by which the e-Invoice is to be made.
- 1.17. Attempt** – a resource availability check made by the Bank for purposes of e-Invoice payment before the Payment Date.
- 1.18. Online Banking** – the remote account management system of the Citadele banka.

2. SERVICE AGREEMENT AND PROCEDURE FOR CONCLUSION THEREOF

- 2.1. The Service Agreement is concluded on the grounds of the Client's Order.
- 2.2. The Service Agreement is deemed concluded from the moment when the Bank receives and accepts the Order.
- 2.3. The Bank is entitled not to accept the Order without explaining reasons of refusal.
- 2.4. The Client's signature on the Order certifies that he/she has read the Terms of Service and the General Terms of Business of the Bank in full, understands them and agrees to and undertakes to comply with the same.
- 2.5. The Client may place the Order to make the Service Agreement with the Bank, Operator or Enterprise, if the Enterprise provides for such an option.
- 2.6. If the Order to make the Service Agreement is placed with the Bank, via the Online Banking, or with the Operator's website by the last day of the current month and the Bank has accepted it, the Service Agreement will take effect as of the successive month, and the first credit transfer for regular e-Invoice payment will be made no earlier than in the successive calendar month.
- 2.7. If the Order to make the Service Agreement is placed with the Enterprise by the 25th day of the current month and the Bank has accepted it, the Service Agreement will take effect on the successive month and the first credit transfer for regular e-Invoice payment will be made no earlier than in the successive calendar month.
- 2.8. If the Order has been placed with the Enterprise after the 25th day of the current month and the Bank has accepted it, the Service Agreement will take effect as of the month after the next month, and the first credit transfer will be made no earlier than in the calendar month after the next calendar month.

3. PROCEDURE FOR RENDERING THE SERVICE

- 3.1. By signing the Order the Client authorises the Bank to receive the e-Invoice for payment of which the Client has applied and to pay the e-Invoices according to the terms of the Order and the Terms of Service.

3.2. Receipt of e-Invoices from the Enterprise, processing thereof by the Operator and the Bank, storage of e-Invoices, and display of e-Invoices to Clients on the Operator's website is governed by an agreement between the Bank and the Operator.

3.3. After receipt of the e-Invoice from the Enterprise the Bank ensures that the Client can inspect the information contained in the e-Invoice via the Online Banking or on the Operator's website. The Client is entitled to obtain a copy of the e-Invoice at client service centres of the Bank.

3.4. Where the Client and the Subscriber is not the same person, the Client is provided with access to that part of the information contained in the e-Invoice which does not contain identity data of the Subscriber.

3.5. The Client authorises the Bank to pay the e-Invoice without prior approval by the Client, also in cases where the Client has no valid Online Banking agreement or access to the Operator's website to inspect the information contained in the e-Invoice before the Payment Date.

3.6. The frequency of payment of the e-Invoices is determined by a procedure for making out and submission of invoices of the Enterprise, information about which the Subscriber shall request at the Enterprise. The Bank provides the Client with an opportunity to inspect the e-Invoice as soon as the Bank receives the e-Invoice sent by the Enterprise from the Operator but no later than 2 days before the Payment Date.

3.7. The information contained in the e-Invoice by electronic means will be available to the Client for six (6) months after the date of invoicing by the Enterprise.

3.8. Credit transfer for the payment of the e-Invoice is made no later than on the Payment Date by transfer from the Account specified in the Order within the Limit specified in the data contained in the Order and in the Terms of Service. Credit transfer for the payment of the e-Invoice is made directly from the Account to the Enterprise account, subject to sending the information about the payment to the Operator additionally. Credit transfer according to the e-Invoice may only be made for the full amount specified in the respective e-Invoice.

3.9. If the Limit written in words and specified in the Order differs from its expression in numbers, the numbers written in words shall be considered correct.

3.10. The Client may cancel the payment of an individual e-Invoice only in cases where the e-Invoice has not been paid yet. The e-Invoice may be cancelled as follows:

3.10.1. by submitting a respective application to the Bank (incl. in Citadele Online Banking) in writing not later than three business days before the Payment Date. In such case it is considered that the e-Invoice is revoked starting from the third business day after the date of receipt of the application by the Bank;

3.10.2. by cancelling the payment directly in website of the Operator not later than one day before the Payment Date.

3.11. The Bank verifies the availability of funds in the Account for purposes of credit transfer not earlier than two business days after receipt of the e-Invoice and display thereof to the Client via the Online Banking and by the Payment Date without exceeding the number of Attempts specified in the Order.

3.12. Credit transfer for payment of the e-Invoice is made before the Payment Date if in making another Attempt the Account is found to contain an amount of funds sufficient for credit transfer and payment of the Commission Fee.

3.13. Credit transfer is made in the currency specified in the e-Invoice. If the Account currency differs from the currency specified in the e-Invoice, the Bank makes credit transfer by conversion of the funds to be transferred into the currency specified in the e-Invoice according to the Bank currency exchange rate for non-cash payments effective at the time of payment of the e-Invoice. The currency exchange rate is applied without prior approval by the Client. The Client may find the latest currency exchange rate at any branch of the Bank or on the website of the Bank: www.citadele.lv.

3.14. The Client pays the Commission Fee to the Bank for each credit transfer for regular e-Invoice payment according to the Pricelist, and the Commission Fee is deducted from the Account without a separate order by the Client.

3.15. If by the Payment Date the Account lacks sufficient funds for paying the e-Invoice and charging the Commission Fee, the e-Invoice will not be paid.

4. RESPONSIBILITY

4.1. The Bank is responsible for making the credit transfer according to the information stated in the e-Invoice, the Order and in the Terms of Service.

4.2. The Client is responsible for:

4.2.1. for accuracy and correctness of the data specified in the Order;

4.2.2. obtaining the Subscriber's approval for transfer of the information contained in the e-Invoice and Subscriber's personal data to the Bank (where the Client and the Subscriber is not the same person) according to the Privacy Protection Rules of the Bank;

4.2.3. ensuring the Account contains sufficient funds for executing the Order and charging the Commission Fee on the Payment Date;

4.2.4. checking the e-Invoice payment status. The Client is obliged to monitor payment of e-Invoices by checking his/her account statement.

4.3. The Bank is not responsible for:

4.3.1. the contents of the e-Invoice and accuracy of the data contained in it. In case of any claims related to the contents of the e-Invoice the Client shall contact the Enterprise;

4.3.2. non-payment of the e-Invoice in the cases stated below:

4.3.2.1. where no e-Invoice has been received by the Bank from the Enterprise till the Payment Date;

4.3.2.2. where the Account lacks, by the e-Invoice Payment Date (inclusive), sufficient funds for paying the e-Invoice and charging the Commission Fee in full;

4.3.2.3. if the amount specified in the e-Invoice exceeds the Limit specified in the Order;

4.3.2.4. where the Identifier or other data specified in the Order differ from the information provided in the e-Invoice as a result of which payment of the e-Invoice is impossible;

4.3.2.5. if the Client has discontinued payment of the respective e-Invoice under Clause 3.10;

4.3.2.6. if the Bank receives a decision of a competent institution or person on encumbrance of the Client's funds, or withdrawal of the Client's monetary funds within the framework of out-of-court procedure;

4.3.2.7. if claims of the Bank or third parties are raised against the monetary funds on the Account;

4.3.2.8. if the Operator has terminated contractual relationship with the Bank;

4.3.2.9. if the Enterprise has terminated contractual relationship with the Operator;

4.3.2.10. if non-execution of payment of the e-Invoice occurred due to reasons beyond control of the Bank.

4.4. The Bank is entitled to inform the Enterprise, insofar the information provided by the Bank relates to the payment of e-Invoices of the Enterprise and the Operator about any signed and terminated Service Agreements, status of payment of e-Invoices, cancellations of any payments received, and any other information related to the provision of the Service.

5. AMENDMENTS AND TERMINATION OF THE SERVICE AGREEMENT

5.1. This Service Agreement is valid for an indefinite period of time, unless the Order states the month of the last payment, which will be deemed concurrently to be the date of expiry of the Service Agreement. The Client shall make final settlement with the Bank upon expiry of the Service Agreement.

5.2. The Client may modify the following information stated in the Order within the limits specified in the Order: the Limit, the number of Attempts, the last month of payment. Any modifications made to the Order via the Online Banking or on the Operator's website take effect on the next business day. Any modifications made to the Order at the Bank take effect within three business days.

5.3. If according to the information provided by the Enterprise the Identifier specified in the Order is incorrect and cannot be used to perform the Service Agreement, the Enterprise may inform the Bank explicitly of the correct Identifier for purposes of identification of the Subscriber, and the Bank is unilaterally entitled to make corrections to the information stated in the Order as directed by the Enterprise.

5.4. Rendering of the Service is discontinued and the Service Agreement is terminated:

5.4.1. when the last payment execution term specified in the Order sets in;

5.4.2. on the grounds of the Client's written application (incl. in Citadele Online Banking). In the case specified in this clause, the Service Agreement is terminated starting from the third business day after the date of receipt of the Client's application by the Bank.

5.5. The Bank is entitled to terminate the Service Agreement unilaterally

without prior notice to the Client in the following cases:

5.5.1. the Bank has discovered that the Client's data specified in the Order do not correspond to the Client's data registered by the Bank or if the incorrect Identifier was specified;

5.5.2. if the Account is closed;

5.5.3. if the Bank possesses information that the Enterprise has terminated contractual relationship with the Subscriber;

5.5.4. if the Enterprise terminates contractual relationship with the Operator.

5.5. If the Client wishes to modify the information specified in the Order, the Client shall submit an application with the Bank for the termination of the existing Service Agreement under Clause 5.4.2 of the Terms of Service and make a new Order containing the new data and terms for the making of the new Service Agreement. This condition is not applicable in the case referred to in Clause 5.2 of the Service Agreement. The application for termination of the Service Agreement comes in force in accordance with the procedure stipulated in Clause 5.4.2.

6. OTHER PROVISIONS

6.1. The Bank ensures the processing of the private individual data in accordance with the Privacy Protection Rules approved by the Bank, which are available on the website of the Bank in internet.

6.2. The Bank is entitled to amend the Pricelist, General Terms of Business of the Bank and Terms of Service unilaterally:

6.2.1. information about any planned amendments of the General Terms of Business, Terms of Service or Pricelist of the Bank before they come into force is available in client service structural divisions of the Bank, on the website of the Bank www.citadele.lv, as well as the Client can receive such information by calling the information service of the Bank;

6.2.2. the Bank is entitled to introduce amendments, which are less favourable to the Client in comparison with the previous ones, only in case if there is a well-grounded reason. The Bank informs the Client timely about such amendments not later than 2 (two) months before they come into force, using the communication channels and ways of delivering of information, regarding which the Bank and the Client have agreed (e.g., a letter, SMS, e-mail or Citadele Online Banking message, etc.);

6.2.3. if the Client does not agree with amendments made by the Bank, the Client has the right to terminate the Service Agreement without penalties until day when the proposed amendments come in force, informing the Bank about it and making all payments resulting from the Service Agreement to the Bank;

6.2.4. if the Client continues use of the Service after the period of time specified in Clause 6.2.2, the Bank assumes that the Client has accepted the amendments to the Service Agreement;

6.2.5. the Bank is entitled to amend the Pricelist, General Terms of Business and/or Terms of Service of the Bank unilaterally, without having to inform the Client in advance, if these amendments are made to eliminate harm to the joint interests of all clients of the Bank or stability of the state financial system. The Bank informs the Client about such amendments immediately, as soon as it becomes possible, using the means of communication specified in Clause 6.2.2 of the Terms of Service. The Client's rights to terminate the Agreement shall be explained to the Client in the information provided on making the corresponding amendments.

6.3. Legal relationship between the Bank and the Client that is not regulated by these Terms of Service shall be governed by the General Terms of Business of the Bank and provisions of other service agreements concluded between the Client and the Bank, including the agreement on opening and service of the Account.

6.4. Any dispute, claim or controversy between the Client and Bank that arises from the Service Agreement, concerns it or its infringement, termination or invalidity shall be settled in accordance with the effective regulatory enactments of the Republic of Latvia in a court of the Republic of Latvia according to jurisdiction.

6.5. Supervision of consumer rights protection with regard to the users of the Service who can be regarded as consumers under the Consumer Rights Protection Law is carried out by the Consumer Rights Protection Centre, situated at 55 Brīvības Street, Riga, LV-1010, e-mail: ptac@ptac.gov.lv.