

1. Terms used in the Agreement:

- 1.1. **Bank** – the SC “Citadele banka”.
- 1.2. **Application for receiving the Service** – the application pursuant to the Bank’s proforma for receiving the Service filled in by the Customer.
- 1.3. **Short Message** – a type of execution and sending of information (a type of mobile telephone communication) used for sending information under Citadele SMS Bank from/to the Mobile Telephone Number to/from the Bank’s telephone number pursuant to the Manual of Citadele SMS Use.
- 1.4. **Customer** – an individual or a corporate person.
- 1.5. **Account** – any account of the Customer with the Bank, incl. a current account, a savings account, etc., opened in the Customer’s name with the Bank, to which Citadele SMS Bank is connected.
- 1.6. **Limits** – the minimum amount in the Account currency on whose debiting or crediting to the respective Account the Customer wishes to receive information automatically upon execution of the respective transaction.
- 1.7. **Mobile Telephone Number** – the mobile telephone number stated in the Application and used by the Customer to send/receive information by means of the Short Messages.
- 1.8. **Service** – use and servicing of Citadele SMS Bank.
- 1.9. **Service Agreement** – an arrangement between the Bank and the Customer on connection, use and servicing of Citadele SMS Bank, the Application for receiving the Service and these Terms of Service being integral parts thereof.
- 1.10. **Terms of Service** – these Terms of Citadele SMS Bank Use and Servicing.
- 1.11. **Manual of Citadele SMS Use** – specific instructions of the Bank for the Customer in use of Citadele SMS Bank.
- 1.12. **Password** – a series of symbols chosen by the Customer pursuant to the Bank’s requirements and used by the Customer to request information on his/its Account balance.
- 1.13. **Citadele SMS Bank** – a system set up by the Bank under which the Bank renders the Bank’s services to the Customer by means of mobile telephone communication.
- 1.14. **Parties** – the Customer and the Bank jointly.

2. General provisions.

- 2.1. By signing the Application for receiving the Service, the Customer certifies that the same:
 - 2.1.1. will use Citadele SMS Bank pursuant to the Application for receiving the Service, these Terms of Service and the Manual of Citadele SMS Bank Use;
 - 2.1.2. is aware of the risks related to the Service;
 - 2.1.3. will not use the service for achievement of unlawful purposes.
- 2.2. In cases where the signatory of the Application for receiving the Service has not been authorised to represent the Customer, the former proper undertakes all the Customer’s liabilities ensuing from the Service Agreement and shall be responsible for implementation thereof with his/her estate as an individual.

3. Conclusion of the Service Agreement.

- 3.1. The Customer may set Limits, stating them in his/her Application for receiving the Service.
- 3.2. The Bank shall have no obligation to verify whether the Customer is registered with the mobile communication operator as the user of the Mobile Telephone Number.
- 3.3. This Service Agreement shall be considered concluded from the moment when the Bank accepts the Customer’s Application for receiving the Service.
- 3.4. Upon conclusion of the Service Agreement the Customer’s Account shall be connected to Citadele SMS Bank.
- 3.5. The Bank shall be entitled not to accept the Application for receiving the Service without explaining reasons of such refusal.

4. Rendering the Service.

- 4.1. Under Citadele SMS Bank the Customer may receive the Bank’s services pursuant to the Manual of Citadele SMS Bank Use, including receiving the Bank’s Short Messages on credit and debit transactions in the Account and its balances, sending requests for disconnection/connection of Citadele SMS Bank, as well as receiving the Bank’s replies.
- 4.2. For rendering/receiving the services pursuant to 4.1 of the Terms of Service above information exchange between the Bank and the Customer shall be carried on by means of the Short Messages. The Bank’s Short Messages shall be written and sent to the Customer in the language agreed by the Parties and stated in the Application for receiving the Service.
- 4.3. In order to receive Citadele SMS Bank services, the Customer shall write and send information (an order, request, etc.) to the Bank by

means of the Short Messages pursuant to the Manual of Citadele SMS Bank Use.

- 4.4. The Bank shall identify the Customer sending information to the Bank by means of the Short Message via Citadele SMS Bank, by his/her Mobile Telephone Number, or in case of a request for the Account statement – by the Mobile Telephone Number and Password. The Bank shall consider that the Customer has been identified, in case the information received by the Bank has been sent from the Mobile Telephone Number stated in the Application for receiving the Service, and in case of a request for the Account statement – in case the Password stated in the Application for receiving the Service has been stated as well.
- 4.5. The Bank shall be entitled not to accept the information (an order, request, etc.) received from the Customer, in cases where the same has not been written as a Short Message pursuant to the Manual of Citadele SMS Bank Use.
- 4.6. Citadele SMS Bank services shall be available 24 hours a day.
- 4.7. The Customer agrees that the Bank will register/record all actions carried on by the Parties under Citadele SMS Bank and that such recordings shall be considered evidence of such actions.
- 4.8. Citadele SMS Bank use and servicing shall be regulated by the Application for receiving the Service, the Terms of Service, the Manual of Citadele SMS Bank Use, other service agreements concluded between the Parties.
- 4.9. The Customer shall be obliged to notify the Bank immediately in case the Password and/or SIM card with the Mobile Telephone Number stated in his/her Application for receiving the Service has become available to unauthorised persons. Upon receipt of such application of the Customer the Bank shall block Citadele SMS Bank connection to the Account immediately.
- 4.10. The Bank shall be entitled to disconnect access to Citadele SMS Bank, if required, for the purposes of technical maintenance.

5. Responsibility of the Parties.

- 5.1. The Customer shall be responsible for:
 - 5.1.1. all actions performed with the Bank’s services under Citadele SMS Bank being used;
 - 5.1.2. taking measures required to prevent access of unauthorised persons to use of the mobile SIM card with the Mobile Telephone Number stated in his/her Application for receiving the Service, the Password and the Short Messages received, and such possibility.
 - 5.1.3. authenticity and completeness of the data supplied to the Bank. The Customer shall notify the Bank immediately of changes in any information and documents stated in his/her Application for receiving the Service or supplied otherwise. In cases where the Bank sustains losses due to failure to supply true and complete data in due time, the Customer shall reimburse the Bank for them in full.
- 5.2. The Bank shall be responsible for fulfilment of its obligations according to procedures pursuant to this Service Agreement.
- 5.3. The Bank shall not be responsible for the Customer’s losses sustained thereby:
 - 5.3.1. due to revision of the Price List, the Terms of Service, the Manual of Citadele SMS Use, including revision of the range of services rendered under Citadele SMS Bank and/or procedures of their rendering;
 - 5.3.2. as a result of unlawful actions of third persons until Citadele SMS Bank connection to the Account is blocked;
 - 5.3.3. in cases where the content of information sent to the Customer by means of the Short Message becomes known to unauthorised persons;
 - 5.3.4. due to damages or faults of communication lines, or in cases where Citadele SMS Bank or its individual functions cannot be used by/are not accessible to the Customer due to technical reasons, and the Short Message is not received by the Bank or sent to the Customer;
 - 5.3.5. due to failure to receive a Short Message in cases of disconnection of the mobile telephone with the Mobile Telephone Number stated in the Application for receiving the Service;
 - 5.3.6. in cases where the Bank exercises its rights pursuant to paragraph 4.10 above;
 - 5.3.7. in cases where the Customer fails to comply with these Terms of Service.
- 5.4. The Customer understands and agrees that in ensuring Citadele SMS Bank servicing, the Bank shall use the services of third persons, including the mobile communication operator as well. In this case the Bank shall not be responsible for the Customer’s losses or inconvenience, where caused by actions or omission of such third persons.
- 5.5. Legal relations between the Parties shall be regulated by other agreements concluded between the Parties, other terms of the Bank

that regulate use of accounts/payments execution, the Bank's General Terms of Business and legal acts of the Republic of Latvia, as far as not stated by this Service Agreement.

5.6. The Parties shall be responsible for failure to fulfil their obligations under this Service Agreement or to fulfil them appropriately according to procedures and to the extent pursuant to this Agreement and legal acts of the Republic of Latvia.

5.7. The Parties shall not be responsible for losses related to force majeure.

6. Settlements between the Parties.

6.1. The Customer shall pay remuneration (a charge) to the Bank for the services rendered by the Bank under Citadele SMS Bank pursuant to the Price List.

6.2. The Customer authorises the Bank to debit the Customer's Account pursuant to the Application for receiving the Service with the charge pursuant to paragraph 6.1 above without acceptance, and where funds therein are insufficient, any other account of the Customer with the Bank shall be debited.

7. Validity and termination of the Service Agreement.

7.1. The Bank's registered address shall be considered to be the venue of concluding this Service Agreement. The Service Agreement is concluded for an indefinite period of time.

7.2. The Customer shall be entitled to terminate the Service Agreement unilaterally by submitting his/her respective application to the Bank. The Bank shall terminate the Service Agreement within 5 (five) calendar days upon receipt of the Customer's application for termination of the Service Agreement.

7.3. The Bank shall be entitled to terminate the Service Agreement unilaterally with a notice of 5 (five) calendar days to the Customer, including cases of termination of contractual relations between the Bank and the mobile communication operator, whose Mobile Telephone Number is subscribed to.

7.4. The Bank shall be entitled to terminate the Service Agreement unilaterally immediately and without a notice to the Customer in any of the following cases:

7.4.1. the Customer defaults/fails to comply with the Terms of Service and/or the Manual of Citadele SMS Bank Use;

7.4.2. the Bank has grounds to suspect that Citadele SMS Bank is used for the purposes it is not meant for or actions are carried on that may block and/or hinder operation of Citadele SMS Bank;

7.4.3. all accounts of the Customer with the Bank are closed.

7.5. The Bank shall keep the Customer's documents submitted to the Bank before concluding the Service Agreement or during validity thereof at its disposal.

7.6. Termination of the Service Agreement due to any reason shall not release the Customer from his/her obligation to make all payments due to the Bank, to cover the Bank's losses sustained through the Customer's action, as well as to fulfil all liabilities pursuant to the Service Agreement that have not been fulfilled until the moment of termination thereof.

8. Other provisions.

8.1. The Customer (an individual) certifies and agrees that the Bank is entitled to process the Customer's personal data, including requesting and receiving the Customer's personal data from any third persons and databases established according to procedures pursuant to the law, where the Bank deems it necessary for establishment of legal relations between the Customer and the Bank or ensuring fulfilment of their liabilities.

8.2. Any dispute, disagreement or claim ensuing from this Agreement, concerning the same or default, termination or invalidity thereof shall be resolved at Riga International Court of Arbitration, Riga, pursuant to the current laws of the Republic of Latvia and regulations of such Court of Arbitration consisting of one arbitrator, in the English language on the basis of the documents submitted. In cases where the Customer is an individual, all disagreements between the Parties shall be settled according to the legislation of Republic of Latvia by the court of the Republic of Latvia in accordance with jurisdiction. In cases where the Customer is a corporate person that cannot act as a party to the agreement on the court of arbitration under the current laws, disagreements between the Parties shall be settled by a court of the Republic of Latvia according to its jurisdiction.