

**Definitions**

The following terms shall have the following meaning in these Terms:

**Bank** – JSC "Citadele banka", unified registration No 40103303559, legal address 2A, Republikas square, Riga, LV-1010, e-mail address [info@citadele.lv](mailto:info@citadele.lv)

**Banking day** – a day on which the Bank accepts and executes Orders.

**Pricelist** – the valid Pricelist of the Bank.

**Customer** – a private individual or legal person who uses services of the Bank.

**Account** – the Customer's account in the Bank used to perform Payments.

**Payer** – a private individual or legal person who assigns the Bank to perform a Payment.

**Payment** – an action initiated by a private individual or legal person with the purpose of receiving or transferring cash or non-cash funds in the specific amount.

**Payment Order** – an order submitted by the Payer of the form set by the Bank to one's bank to perform a Payment that involves transfer of cash or non-cash funds.

**Payment Amount** – the amount of money and the currency specified in a document on the grounds of which a Payment is performed.

**PSL Payment** – a payment subject to the Payment Services Law, i.e. payments initiated by the Customer in euro and in national currency of a member state of the European Union (EU) and European Economic Area (EEA) to a bank account based in the EU and EEA countries, as well as incoming payments in the Account in euro from a bank of any country, and payments in euro and the national currency of a member state of the EU and EEA from a bank based in the EU and EEA.

**Terms** – these General Terms of Business.

**Service Agreement** – any agreement concluded between the parties on receipt of services of the Bank and arrangements arising from it that stipulate the procedure and form for performance of individual and regular payments. Loan and deposit agreements and similar arrangements governing loan and savings products shall not be deemed to be a Service Agreement.

**Customer-Consumer** – The Customer-private individual who uses services of the Bank which are not related with his/her business or professional activity.

**Parties** – the Customer and the Bank, jointly.

**Order** – any order submitted by the Customer that is binding upon the Bank, including a Payment Order.

**Recipient** – the private individual or legal person specified in a Payment Order, who is the recipient of the Payment Amount.

**Correspondent bank** – a bank necessary to perform a Payment and where the Bank has opened a correspondent account.

**General Terms**

1. The Terms shall govern legal relations between the Customer and the Bank associated with servicing of the Account, including the procedure for execution of the PSL Payments. The Terms stipulate legal relations between the Bank and the Customer that are not stipulated in the Service Agreements. If legal relations between the Bank and the Customer stipulated in the Terms are regulated differently in an agreement on provision of particular service of the Bank, provisions of the specific Service Agreement shall have the upper hand.

2. These Terms shall be binding upon the Customer and the Bank. Signature of the Customer in the respective Service Agreement/application or an Order shall attest that he/she has got acquainted with the Terms, agrees with them and recognizes them as binding upon oneself.

3. The Customer shall be responsible for the accuracy and completeness of the Orders submitted thereby, as well as for legitimacy of the performed transactions. To submit an Order to the Bank the Customer can use remote account management services (Citadele Online Banking, DIGI::FIRMA system, fax payment system, etc.). In this case the Customer (representative of the Customer, user) shall use a DigiPass device, a code card or another authorization form provided for in the respective Service Agreement for authorization. The Customer (representative of the Customer, user) shall comply with the procedure stipulated for use of the respective authorization form (system).

4. In accordance with the concluded Service Agreement/provisions of the Service Agreement on servicing of the respective Account, a commission fee shall be charged from the Account for the services provided by the Bank in accordance with the valid Pricelist.

**Changes in the Pricelist**

5. The Customer can receive up-to-date information on the services of the Bank and the Pricelist in the Bank from the operators, via Citadele Online Banking or at the homepage of the Bank. The Customer can also get acquainted with the information about branches of the Bank abroad at the homepage of the Bank. The Bank shall be entitled to unilaterally make

changes in the Pricelist without prior notice, except for the cases stipulated in Clauses 6-9 of the Terms, providing the Customer with the opportunity to receive information regarding the performed changes in customer servicing structural divisions of the Bank and at the homepage of the Bank.

6. Customers-Consumers affected by changes in the commission fees for the PSL Payments shall be informed about the changes at least 2 (two) months prior to coming into force of the amendments.

If in accordance with the Service Agreement the Customer-Consumer has agreed with the Bank on electronic exchange of information, the Bank shall publish information on the proposed changes in the Customer's Online Banking, if he/she uses it, as well as send the respective information to the Customer-Consumer via any of the communication channels specified in the Service Agreement (e-mail address, mobile phone number or postal address). If the Customer-Consumer has not rejected the proposed Pricelist changes before their entry into force by notifying the Bank, it shall be deemed that the Customer-Consumer has consented to the changes.

The procedure and terms within which the Customer-Consumer may notify the Bank of further cooperation, including termination of cooperation due to changes in the Pricelist, shall be additionally specified in the notice sent by the Bank regarding the changes in the Pricelist.

7. If the Customer-consumer does not agree with the changes in the Pricelist, he shall be entitled to terminate business relations prior to entry of the changes into force free of charge and not observing the terms stipulated in the respective Service Agreement, within the framework of which the commission fees of the provided services are changed, but however observing the procedure stipulated in the Service Agreement and performing all of the payments arising from the Service Agreement towards the Bank.

8. Changes in currency exchange rates and interest rates applicable for execution of Orders shall be binding upon the Customer directly and without prior notice. The Bank shall make an exchange rate available to the Customer or shall ensure that it is made publicly available in the customer servicing structural divisions and on the homepage of the Bank on the Internet.

9. A Consumer shall be informed individually within reasonable time before the changes in the Pricelist that do not affect Payments regulated by the SPL that are less favourable to the Customers-Consumers, for example, if a service fee is increased, using the communication channels and ways for providing information that the Parties have agreed upon (e.g., SMS or Online Banking communications, post dispatches to the specified address, etc.). If the Customer-Consumer does not agree with the changes introduced by the Bank, he/she shall be entitled to depart from the respective Service Agreement, observing the procedure stipulated in the agreement and performing all of the payments arising from the Service Agreement towards the Bank.

**Authorizations to Dispose of the Account and Sign Documents**

10. The following persons shall be entitled to handle the funds in the Account:

- 10.1. If the Customer is a private individual – the Customer himself/herself or an authorized person of the Customer;
- 10.2. if the Customer is a legal person – representative thereof on the grounds of a document substantiating representation.

11. Before representatives or authorized persons of the Customer start handling the Account, they shall submit/present to the Bank the documents attesting their identity and their right to dispose of the Account. The Account holder shall clearly express in writing his/her intent to grant any third party the rights to handle the accounts and sign documents on one's behalf, giving orders and/or concluding transactions with the Bank. The account holder shall be entitled to revoke a power of attorney issued to a third party, notifying the Bank in writing thereof. The Bank shall not be obliged to verify the validity of authorization (including the fact of revocation thereof), except if power of attorney issued by the Customer (private individuals) to a third party has been executed in the presence of an employee of the Bank. The Bank shall not be responsible for transactions in the Account if the Customer has not notified the Bank of revocation of authorization in writing. If the Customer uses the DIGI::FIRMA system, then, when authorizing a new person or revoking an authorization, one shall indicate whether the authorization/revocation thereof applies to the Orders which will be submitted in paper form (personally signed) and in the DIGI::FIRMA system or only to one of the aforementioned forms.

**Payment of Interest on the Customer Account Balances, Withholding of Funds from the Account**

12. The Bank shall calculate interest on the funds in the Customer Accounts for those types of accounts and in those currencies which are specified in the Pricelist.

13. If the Bank is entitled to or authorized to write off credit (loan) repayment, interest on use of credit (loan) and other payments from an

Account (Accounts) under an agreement mutually concluded between the Customer and the Bank which provides for granting of a credit (loan) to the Customer in any way, the Bank shall carry out the aforementioned withholding of payments under the terms of the loan agreement.

#### **Incoming Account Payments**

##### **Deposit of Funds in the Account**

14. The Bank shall transfer funds to the Account under the procedure stipulated in the Terms that are due to the Customer as Recipient of an incoming Payment.

15. To deposit cash in the Account, a blank of specific form shall be executed. Funds are deposited in the Account at the moment when the cash is deposited if the deposit is made in the currency of the Account.

16. Incoming PSL Payments in favour of the Customer shall be transferred to the Account not later than the day when the Bank receives a documented confirmation of the Payment Amount credited to the correspondent account of the Bank with the correspondent bank. Upon transfer of the Payment Amount to the Account, the Bank withholds the commission fee stipulated in the Pricelist from the Account.

17. Payments in favour of the Customer, except for those stipulated in Clause 16 of the Terms, shall be transferred to the Account the day when a confirming notice is received from the correspondent bank or the Payer's bank about execution of the respective payment transfer and a statement of account is received from the Correspondent Bank confirming that the respective amount is transferred to the correspondent account of the Bank.

18. The Bank shall make a cash transfer or non-cash transfer to the Account only upon receipt of the following information:

18.1. Client Account Number (IBAN - 21 symbol, beginning with "LV ...").

18.2. Information about the Customer:

18.2.1. name and surname of a private individual, or

18.2.2. name of a legal person, or

18.2.3. name and surname of user of the payment card associated with the Account.

19. The Bank reserves the right not to transfer the received Payment Amount to the Account if the specified Recipient's Account Number (IBAN) is correct, i.e., the Account with such number is opened in the Bank, but the rest of the Payment information submitted to the Bank, including the Recipient's name and other identification data, does not coincide with the existing data of holder of the respective Account available to the Bank. If the Bank uses the right stipulated in this Clause, then the funds received from other payment institutions shall be transferred back to the Payer's bank or a request shall be sent the Payer's bank to clarify the recipient's details. When the Payment Amount is transferred to the Account, the Bank shall withhold from the Account the commission fee specified for this service in the Pricelist.

#### **Transfers from the Account**

##### **Receipt of Customer's Payment Orders at the Bank**

20. A payment order shall be deemed to be received at the time when it is delivered to the Order receipt place set by the Bank (for example, when the Customer transfers a payment order in the customer servicing premises or sends it using the Bank's Online Banking, and when the Bank respectively receives it on the Bank's server).

21. If a payment order is received at the Bank outside of the business hours of the Bank or after the payment order acceptance time specified in the following clause, then the Payment Order shall be deemed to be received on the next Banking day.

22. The Bank can determine the time when acceptance of payment orders is terminated. The moment up to which (at the latest) the Customer may submit a payment order to the Bank is specified in the Pricelist which is available in the customer service premises of the Bank and on the homepage of the Bank on the Internet.

23. Business hours of the Bank may vary across various customer service structural divisions of the Bank (for example, some customer service centres may also be open on weekends). However, the time before which the Bank accepts payment orders from the Customer shall pertain to all structural divisions of their business hours.

24. If a Payment Order is received after the payment order acceptance time specified in the Pricelist, the payment order shall be deemed to be received on the next Banking day when the execution term is calculated.

##### **Start of the Payment Order Execution Term**

25. The Payment Order execution term shall start from the moment when the payment order received at the Bank.

26. If the Bank and the Customer agree that the payment order execution term starts on a specified date or at the end of some specific stretch of time or on the day when the Customer transfers to the Bank the funds necessary to execute the Payment Order in the currency specified in the Payment

Order, then one shall observe the payment order execution term specified in the Payment Order or agreed otherwise. If the agreed term falls on a day that is not a Banking day, the execution term shall start on the next Banking day.

27. The Bank shall execute payments in the currencies specified in the Pricelist. If the payment amount is specified in a payment order in a currency different from the account currency, the execution term shall start on the day when the amount to be transferred is available in the currency specified in the Payment Order.

##### **Information Required to Execute a Payment Order and Execution Term**

28. The Customer shall include the following information in a Payment Order:

28.1. Payment date;

28.2. the Payer's name (for legal entities), name and surname (for private individuals);

28.3. the Payer's registration number (for legal entities), identity code (for private individuals);

28.4. the Payer's account number (IBAN number);

28.5. Payment currency and amount in figures and words;

28.6. Name of the Recipient's bank, branch name (if necessary), and the Recipient's bank code. The Customer shall also indicate correspondent bank of the Payer's bank. If the Customer has not specified it, then the Bank shall be entitled to choose correspondent bank of the Payer's bank at its discretion, without coordinating this with the Customer;

28.7. The Recipient, i.e., name (for legal entities), or name and surname (for private individuals);

28.8. The Recipient's registration number (for legal entities, mandatory for payments in LVL currency), identity code (for private individuals) – for residents of the Republic of Latvia, or passport number for non-residents of the Republic of Latvia/other data in accordance with the requirements of the Payer's bank – for non-residents of the Republic of Latvia;

28.9. The Recipient's account number (taking into account that the Recipient's bank can only transfer the Payment Amount to the Recipient's account using the account number specified in the payment order, without examining other details);

28.10. Payment type (for payments in a currency: normal or Express transfer);

28.11. External payment code, if the Customer – resident of the Republic of Latvia transfers funds to a non-resident of the Republic of Latvia;

28.12. Purpose of payment (substantiation of the Payment Order);

29. The Bank shall have the duty of ensuring that the Payment Order is delivered to the Recipient's bank not later than the payment order execution term specified in the Pricelist.

##### **Submission and Authorization of the Payment Order**

30. The customer submits a Payment Order to the Bank in the manner and form set by the Bank (for example, using Online Banking).

31. The payment order shall contain all of the data specified in Clause 28 of the Terms.

32. The Customer shall make sure that the data is legible, complete and correct. If the data is illegible, incomplete or incorrect, the Bank may refuse to execute the payment order in accordance with provisions of Clause 41 and 42 of these Terms.

33. The Customer authorizes a payment order with its signature or in another manner and form set by the Bank (for example, with a code card when using Online Banking).

34. At request of the Customer (if the Customer is the Payer), the Bank may notify the Customer of the maximum execution time of this transfer, as well as the commission fee that the Customer shall pay for execution of the transfer and, if necessary, also the transcript of the commission fee, prior to execution of a Payment Order.

##### **Cancellation of a Payment Order**

35. The Customer may no longer cancel a Payment Order after the moment when the payment order is received at the Bank.

36. If the Bank and the Customer have agreed on a specific Payment Order execution day, the Customer may cancel the payment order until the end of the Banking day (until the moment (at the latest) when the Customer can submit a Payment Order to the Bank, as specified in the Pricelist) preceding the Payment Order execution day. Banking days and the time before which the Customer can submit Payment Orders during the Banking days to the Bank are specified in the Pricelist.

37. A Payment Order can only be cancelled after the end of the terms stipulated in Clauses 35 and 36 of these Terms if the Bank has individually agreed on that with the Customer. Such an arrangement is possible if the Bank is able to prevent execution of the Payment Order or return the transferred amount of funds.

**Execution of a Payment Order**

38. The Bank shall execute a Payment Order submitted by the Customer if it has been provided with the information specified in Clause 28 that is necessary to execute a transfer that has been submitted to the Bank in the way stipulated in Clause 20 of these Terms, if the Customer has authorized the Payment Order and there are funds necessary to execute the transfer in the Account in the currency specified in the Payment Order.

39. The Bank and other payment institutions involved in execution of a Payment Order shall be entitled to execute the Payment Order based solely on the Customer and Customer account identification data specified in the Payment Order by the Customer.

40. The Bank shall notify the Customer of execution of a Payment Order under the procedure stipulated in Clause 52 of these Terms.

**Refusal to Execute a Payment Order**

41. If the conditions necessary for execution of a transfer stipulated in Clause 28 of these Terms are not observed, the Bank may refuse to execute the Customer's Payment Order. The Bank shall notify the Customer thereof not later than within the term that the Bank shall execute the Payment Order in accordance with the Pricelist. Information can be transferred in the way on which the Bank has agreed with the Customer. The Bank, to the extent possible, inform the Customer about the reasons for refusal, as well as on the possibilities to eliminate the mistakes due to which the execution of a payment order has been refused in any way.

42. The Bank shall be entitled to withhold a commission fee for notifying the Customer of a justified refusal to execute a payment order, if such fee is provided for in the Pricelist.

**The Customer's Right for Compensation of Losses**

43. The Customer shall immediately notify the Bank about discovered unauthorized execution of a transfer or a transfer of funds executed in error.

44. If the Bank has executed a Payment Order which has not been authorized by the Customer and the Customer has informed the Bank of an unauthorized Payment in accordance with the provisions of Clause 43 of these Terms, the Bank shall have the duty of reimbursing the amount of unauthorized transfer to the Customer, and if the payment amount has been debited from the account, to ensure such state of the account which would have been if the unauthorized payment order had not been executed.

45. The Bank shall be responsible for the failure to execute a Payment Order or erroneous execution in case if the failure to execute or erroneous execution has occurred due to the Bank's fault. The Bank shall not be responsible for the failure to execute a Payment Order or erroneous execution if the Bank has duly and timely transferred the Payment Amount to the Correspondent bank or the Recipient's bank.

46. In the cases specified in Clauses 44 and 45 of these Terms, the Customer shall be entitled to seek reimbursement of losses if not later than within 3 (three) months from the moment of execution of an unauthorized Payment Order or erroneous execution of a Payment Order the Customer has notified the Bank thereof.

47. By diverging from what is specified in Clause 45 of the Terms, the Bank, regardless of its guilt, shall compensate the Payment Amount in the amount that the Payment Order has not been executed for or has been executed in error, if such payment has been made by the Customer-Consumer within the framework of a PSL payment. If the payment amount has been debited from the Account, the Bank shall credit the Account to the state that there would have been had the Account not been debited by the amount arising from the Payment Order executed in error.

48. Such a payment where the payment amount is transferred to the Recipient's credit institution after the end of the Payment Order execution term specified in the Pricelist shall not be deemed to be a Payment Order executed in error as used in Clause 47 of the Terms.

49. The Customer-Consumer shall be entitled to receive compensation in the cases specified in Clauses 44 and 47 if he/she has immediately notified the Bank, as soon as he/she has learned of the erroneously executed/non-executed or unauthorized Payment, but not later than within 13 (thirteen) months from the day when the Payment Amount was written off from the Account. The 13-month period specified in this Clause shall not be applicable if the Bank has not fulfilled the notification duty stipulated in Clause 52 of these Terms, as a result of which the Customer-Consumer has not been able to discover a non-executed, erroneously executed or unauthorized Payment.

50. The Bank shall not be responsible for erroneous execution of a payment order, including in the meaning used in Clause 47, if the Payment Order has been executed in accordance with Recipient and Recipient's bank identification data presented by the Customer and submitted to the Bank.

**Informing the Customer about the Account Balance, Sending and Receiving Documents**

51. The Customer can receive general information about the account balance as of the respective moment by phone, telling the Bank's teller the Account or card number and the password.

The Bank issues the Customer card to the Customer, executing the Service Agreement on opening of the respective Account. The password selected by the Customer himself is specified in the said Agreement.

52. Full information on the transaction performed in the Account is at all times available to the Customer in electronic form using Online banking or the DIGI::FIRMA system, if the following information is available:

52.1. Payment Amount and currency in which the amount is debited from the Account/transferred to the Account;

52.2. reference allowing the Customer as Payer or Recipient to identify an outgoing or incoming payment - information about the Recipient if the Customer is the Payer, and information on the Payer and other information specified in the Payment Order if the Customer is the Recipient;

52.3. commission fee that the Customer shall pay for transfer or receipt of the Payment Amount;

52.4. the currency exchange rate used to execute transfer or receipt of Payment Amount. If the Customer is the Payer, the Payment Amount after the currency exchange shall also be specified, if the currency was changed. If the Customer is the Recipient, then the Bank shall also specify the Payment Amount prior to currency Exchange, if the currency was changed;

52.5. value date when the Payment Amount is written off from the Account (if the Customer is the Payer) or value date when the Payment Amount is transferred to the Account (if the Customer is the Recipient).

53. The Bank issues account statement to the Customers in printed (paper) form, observing the following conditions:

53.1. The Customers who do not use the information receipt form specified in Clause 52 of the Terms, can receive information on the transactions performed in the Account for a fee, if stipulated in the Pricelist, in the customer service structural divisions during business hours of the Bank;

53.2. The Customers-Consumers who do not use the information receipt form specified in Clause 52 of the Terms, can once a month receive information on the transactions performed in the Account free of charge in the customer service structural divisions during business hours of the Bank;

53.3. If the Customer requests additional information from the Bank in addition to that specified in Clause 52 of the Terms, or requests information using other communication channels, or wishes to receive information more frequently than provided for in the Terms, then the Bank shall be entitled to request a fee for provision of such information.

54. If necessary, an account statement and other documents of the Bank can be sent to the Customer as follows:

54.1. The Bank sends the account statement by mail, courier mail or fax in accordance with instructions of the Customer.

54.2. The Bank also sends informative letters to the Customer by mail or electronic mail regarding other services of the Bank and/or third parties, as well as execution of liabilities of the Customer towards the Bank, if the respective Service Agreement does not stipulate otherwise. The Customer shall be entitled to refuse in writing to receive information regarding services of the Bank and/or third parties.

55. A document sent by mail (letter, registered letter, etc.) shall be deemed to have been sent to the Customer, if it has been sent to the Customer's address specified in the respective Service Agreement (or an application separately submitted later), in compliance with the procedure stipulated in the agreement.

56. A document executed and sent electronically shall be deemed to have been sent to the Customer, if it has been sent to the Customer's electronic mail address specified in the respective Service Agreement (or an application separately submitted later), in compliance with the procedure stipulated in the agreement.

57. When sending documents by fax to the Bank, the Customer shall make sure that the Bank has received the sent document.

**Blocking and Closing an Account**

58. The Bank may block the Customer's accounts at his/her request. In this case, incoming payments will be transferred to the Account, but Orders for cash withdrawal or transfer from the Account will not be executed.

59. To block an Account, the Customer shall do the following:

59.1. submit the appropriate application to the Bank, signed by the Customer (authorized person or representative thereof) or

59.2. call the Bank (the employee who services the Accounts), tell the Account number, password or card number and ask to block the

Account. The Customer shall submit the application specified in Clause 59.1 of these Terms during that same day, otherwise the Account will be unblocked.

60. The Bank shall unblock the Account on the grounds of application of the Customer.

61. The Bank shall be entitled to block the Customer account also in the cases stipulated in legal acts of Republic of Latvia or the Service Agreement. In case of disputes regarding blocking of account of the Customer-legal entity, the Bank shall be entitled to refrain from blocking or unblocking the Account on the grounds of request of the Customer until the moment when a decision of the institution authorized by the Customer-legal entity on further actions regarding blocking/unblocking of the Account is submitted to the Bank.

62. Unless stipulated otherwise in the Service Agreement, the Bank shall be entitled to close the Accounts, notifying the Customer 2 (two) months in advance under the procedure stipulated in the Service Agreement.

63. The Account shall also be closed if the Customer – Consumer has approached another Latvian bank with an application to transfer his/her payment relations from the Bank to another payment institution within the framework of principles for change of Unified private individual current accounts approved by the Latvian Association of Commercial Banks and no conditions stipulated in the principles for change of Unified private individual current accounts have been detected that would prohibit transfer of the Customer's payments relations to another credit institution and closing the Customer's current account at the Bank. The Account can also be closed if the Bank, pursuant to statutory provisions, makes the decision to terminate cooperation with the Customer.

64. Information on opportunities for Customer-Consumers to transfer their payment relations from one bank to another bank is available in the customer servicing structural divisions of the Bank and on the Bank's homepage on the Internet.

65. The Service Agreement shall be terminated when all of the liabilities ensuing from the respective agreement are fulfilled, including the fact that the Customer has paid to the Bank all of the payments arising from these liabilities.

#### **Examination of complaints and disputes, other provisions**

66. The Customer shall submit complaints regarding execution of the Orders, as well as financial claims and other claims in connection with operations/transactions of the Bank to the Bank in writing. The Customer can submit claims which are not related with the transactions specified in this Clause and which are not of financial nature, as well as suggestions, to the Bank verbally or by phone or email.

67. The Customer may submit a complaint in writing in any customer servicing centre, branch or sub-branch of the Bank. Copies of documents attesting transaction/operation shall be attached to the complaint.

68. Complaints of the Customer regarding receipt of cash from the Account, including regarding the amount of issued money, authenticity or quality of banknotes, and similar transactions, are only examined if they are expressed during performance of the respective transaction and in the presence of the employee of the Bank who has performed the transaction. The Bank does not accept complaints of the Customer regarding these transactions at a later time.

69. If the Customer has complaints regarding transactions in the Account made using payment card or payment card data, they can be submitted on special blanks of the Bank and are examined in accordance with provisions of the Service Agreement on issuance and servicing of a payment card.

70. The Customer shall be entitled to submit a written complaint to the Ombudsman of the Latvian Association of Commercial Banks located at 9/11, Perses, Riga, LV-1011. The Ombudsman's jurisdiction includes review of complaints if:

70.1. the complaint is made regarding non-cash money transfers or transactions made by electronic means of payment;

70.2. the amount of transactions does not exceed 50,000 euro;

70.3. the complaint does not refer to issues connected with counterfeit of documents, justification of the Pricelist, granting, cancellation or amendment of a credit limit, terms of a credit limit and other similar issues;

70.4. the Customer has approached the Bank in advance with a complaint of the same nature, but has not received an answer satisfying his/her claim within a month's time;

70.5. the Customer has not brought an action in a court, court of arbitration or has not filed a complaint with the Consumer Rights Protection Centre.

71. The way in which any disputes and disagreements are examined regarding claims arising from any of the Service Agreements concluded between the Bank and the Customer, shall be stipulated in the text of the respective Service Agreement or an individual arrangement shall be concluded regarding that between the Parties.

72. The Bank shall be entitled to unilaterally, without prior notice to the Customer, use the funds in the account of the Customer to net the existing claims of the Bank against the Customer.

73. By signing any application/agreement on receipt of services of the Bank, the Customer (private individual) confirms and agrees that the Bank shall be entitled to process his/her personal data, including to request and receive personal data of the Customer from any third parties and data bases created under the procedure stipulated by law, should this be necessary at the Bank's discretion to establish legal relationship between the Customer and the Bank or ensure execution of the liabilities. The Customer agrees that his/her personal data may be transferred to third parties, should this be necessary at the Bank's discretion to recover debt from the Customer.

74. The Bank shall provide information to the Bank of Latvia and request information from it regarding the Customer in accordance with the Bylaws of the Credit Register approved by the Bank of Latvia. The Customer shall be entitled to request and receive information about oneself from the Credit Register in accordance with the Bylaws of the Credit Register approved by the Bank of Latvia, the text whereof is available to the Customer in the Bank or at the homepage of the Bank of Latvia on the Internet [www.bank.lv](http://www.bank.lv).

75. By signing any application/agreement on receipt of services of the Bank, the Customer confirms and agrees that the Bank shall be entitled to provide information regarding the Customer to companies of the Citadele group and other related companies, as well as to receive information regarding the Customer from the said companies.

76. In accordance with the requirements of legal documents and business partners, information regarding the Customer may be transferred to the competent national authorities of the EU and other countries to perform their functions.

77. Operation of the Bank is regulated and supervised by the Financial and Capital Market Commission of the Republic of Latvia.

78. The Bank has the following branches: in the Republic of Estonia - AS Citadele banka Eesti filiaal, 2, Roosikrants, 10119 Tallinn, Estonia, the branch of the Bank in the Kingdom of Sweden - Parex Sverige, filial till AS Citadele banka Lettland, 2, Stureplan, 114 35 Stockholm, Konungariket Sverige.