

E-BANK'S USAGE AND SERVICING REGULATIONS

1. Terms used in the Regulations

Bank - Danske Bank A/S Latvia branch.

Client - a private person or legal entity, who/which has signed the contract on the usage of E-bank.

E-bank - Account's remote control management system via internet. E-bank can be accessed through the Bank's home page: www.danskebanka.lv.

Account - one or several Client's accounts opened in the Bank according to the contract on opening and servicing of account.

Service - connection and servicing of E-bank.

Regulations - these regulations on the E-bank's usage and servicing.

Contract - agreement between the Bank and the Client on receipt of Service whose integral part is these Regulations.

User's manual - E-bank's system description, available to the Client/User in the Bank's homepage on internet.

User - the person who according to the Contract by using the User's code, Initial/User's password, code from the Code card/Code calculator accesses the E-Bank and is entitled to use E-Bank.

Authorization tools - instruments, which the Bank has assigned to the User to operate with E-Bank in order to identify it, i.e., User's password, Code card or Code calculator.

User's code - a combination of numbers assigned to the User, which together with the Initial/User's password and code from the Code card/Code calculator should be entered in order to access the E-Bank.

Initial password - Bank's assigned password to the Client, which the User should enter in order to access the E-bank for the first time. The initial password during the first E-bank's usage time should be changed to another password.

User's password - a combination of letters and numbers, prepared by the User according to the Bank's requirements.

Code card - E-bank's User's Authorization tool, consists of a combination of letters and numbers and is necessary in order to ensure connection to E-Bank.

Code calculator - E-Bank's User's Authorization tool, which generates a unique, one-time password, by means of which it is possible to access E-Bank and use it according to the Contract.

The use of the Code calculator is obligatory as 1) identification tool of legal entities; 2) identification tool of private persons if the daily amount of transactions exceeds 1200.00 LVL;

Transaction - financial transaction/transactions, which are carried out within the scope of Service contracts mutually signed between the Bank and the Client, by using E-Bank, including cash transfers, currency conversions, etc.

Transactions signing limit - User's total maximum amount of Transactions, which can be signed using Electronic signature.

Transaction limit for Account - User's one day's Transactions limit for operation with the Account. Currency conversions and Transactions created using Payment import are not included.

Payment import - Possibility to create Transactions from file created using external system.

Authorization - use of a range of certain data (User's name and User's Passwords) with the purpose to connect to E-Bank, permits the Bank to identify the User.

Electronic signature - User's electronic confirmation, made by using the Code card or Code calculator.

Order - Document filled out by the User in E-Bank, containing a range of data and including an assignment to the Bank to perform a definite Transaction.

Parties - the Client and the Bank, both together.

Transaction regime - E-Bank's usage regime, within the User according to the Transaction limitations is entitled to perform Transactions, as well as use the access of informative regime.

Informative regime - E-Bank's usage regime, within the User in compliance with certain limitations may obtain information on the Account status, turnover, print out Account information, etc.

Pricelist - the effective Bank's services pricelist.

Statement - display of cash movement in the Client's Account for a Client's freely chosen period, in which showed the balance of Account at the beginning and at the end of the period.

LR - Republic of Latvia.

2. General provisions

- 2.1. These Regulations prescribe the Client's/User's and Bank's rights, liabilities and responsibility arising from usage and servicing of E-Bank.
- 2.2. Usage and servicing of E-Bank is regulated by E-Bank's Contract, these Regulations, User's Manual, Contracts on opening and servicing of respective Accounts and/or receipt of other related services, the Bank's regulating documents and legislative enactments of the Republic of Latvia.
- 2.3. For the use of Services, the Bank delivers Authorization tools to the Client/User for their use.
- 2.4. The Client may indicate Users in the Contract who are given a possibility to act with the Account by using E-Bank. The Client - a private person and the User within the scope of this Contract is one and the same person.
- 2.5. User's Orders to the Bank in legal sense are equal to documents prepared in written form and correctly signed according to the regulations of legislative enactments of the Republic of Latvia. Orders submitted after successful Authorisation are considered as signed with the User's personal signature, which places the Client liabilities according to the norms of the Civil Law of the Republic of Latvia regarding authorization and signatures. The Bank may ask additional Electronic Signature for certain Orders.
- 2.6. In cases if the Client needs a copy of completed payment order confirming the Transaction, the Client has to print out the payment order and submit it to the nearest Bank's Client service centre where it will be signed and stamped.
- 2.7. The Bank issues the Initial password to the User, the Code card or Code calculator. The User during the first connection to the E-Bank's system shall change the Initial password with the User's password.
- 2.8. The Client/User shall ensure that his activities will not cause any losses to the E-Bank, nor changes in the Bank's information and computer system, will not stop its activity, will not cause any losses to the Bank, other Bank's clients or third persons and unauthorized activities of the Bank will not be performed.

3. Client's/User's rights and duties

- 3.1. The Client undertakes to use E-Bank according to the Contract, these Regulations, the User's manual and the requirements of legislative enactments of the Republic of Latvia.
- 3.2. When applying for the Services, the Client is obliged to present and submit to the Bank all its required documents and information, including regarding the User. The Client shall be liable for truth and completeness of documents submitted to the Bank.
- 3.3. The Client undertakes to inform in writing about any changes in the information and documents provided to the Bank according to the Contract and submit amendments no later than within 5 (five) days from the effective date of the changes or the moment of getting to know about them.
- 3.4. In case of provision of untimely, false and incomplete data, the Bank shall not be liable for the Client's/User's losses. If after occurrence of the mentioned circumstances the Bank incurs losses, the Client/User is obliged to indemnify them to the Bank in full amount.
- 3.5. The Client is entitled to choose the User's Authorization tools: the Code card or Code calculator in order to connect E-Bank, given the limitations of the Code card fixed in the Contract. The Client may change Authorization tools by submitting a written application to the Bank.
- 3.5.1. the Code card or Code calculator as the Authorization tools shall be used by the User both for authorization in E-Bank, as well as for preparation of electronic signature in the Orders submitted to the Bank.
- 3.6. The Client is entitled to fix Transaction or Informative Regime for the User.
- 3.7. The Client is entitled to increase/decrease the Transaction signing limit and Transaction limit for Account by submitting an application to the Bank. Transaction limits should be fixed in round figures.
- 3.8. The Client undertakes to carefully store and protect identification data by putting effort to ensure that the identification data do not arrive at the disposal of third person and undertakes to immediately report to the Bank if a third person has gained access to the User's identification data.
- 3.9. The Client shall immediately inform the Bank in written form on the cancellation of the User's authorization rights or about intention to limit and/or cancel the User's rights.
- 3.10. The Client undertakes to ensure sufficient Account balance in the Account for performing of Transactions. The Bank is entitled not to perform the Transaction if the provided information is incomplete, if the amount exceeds the maximum Transaction limit and/or the payment order due to any other reason is not appropriate for making of the payment. In such a case, the Bank does not assume liability for losses, which have occurred to the Client or third persons due to the non-performed Transaction.

4. Bank's rights and duties

- 4.1. From the moment when the signed Contract between the Bank and the Client on E-Bank comes into force, the Bank starts activities for connection of E-bank.
- 4.2. E-Bank is connected within 1 (one) Bank's business day starting from the moment when the signed Contract between the Bank and the Client comes into force.

4.3. The Bank identifies the User according to the requirements of legislative enactments of the Republic of Latvia and checks the correctness of the Order received from the User and the electronic signature according to the Bank's established order.

4.4. The Bank complies with the confidentiality of the information about the Client/User and their transactions without disclosing the third persons the data about the Client and its performed transactions, except for the cases provided in legislative enactments of the Republic of Latvia.

4.5. The Bank is entitled to unilaterally make changes in the E-Bank's services. In case of introduction of new Services, the User will have a possibility to use them.

4.6. The Bank is entitled to unilaterally make changes in the Pricelist and Regulations. The Pricelist and Regulations and the changes made in them can be obtained by the Client/User in the Bank's Client service centres during the Bank's working hours or also on the Bank's internet homepage www.danskebanka.lv 7 [seven] calendar days before their effective date. Insertion of amendments in the mentioned sources replaces provision of separate notices to the Client and signing of separate written agreements with the Client.

4.7. Blocking of User's access to E-Bank may be performed in the basis of a separate application by the Client/User, but deblocking of User's access to E-Bank and/or Authorization tools may be performed only on the basis of a separate application by the Client.

5. Settlements between the Parties

5.1. The Client shall pay the commissions to the Bank according to the Pricelist.

5.2. The Client authorizes the Bank to deduct all commission charges arising from the Contract, these Regulations and being related to the activities in E-Bank without acceptance from any Client's Account in the Bank.

6. Liability of the Parties

6.1. The Client assumes liability for any User's activities in E-Bank.

6.2. The Bank is not liable for the Client's claims arising to him in connection with the User's registration, recalling, changes in the scope of rights, non-compliance of User's instructions with the Client's decisions.

6.3. The Bank is not liable for any losses arising to the Client in connection with changes in the Service range, procedure of their provision or Pricelist.

6.4. The Bank is not liable for the consequences caused by an illegal Order if the Electronic signature of such an Order is correct.

6.5. The Client shall be liable for performance of safety measures in order to prevent access of unauthorized third persons, safe keeping and prevention of use of passwords, User's name, Code card or Code calculator and assumes all risks in connection with their storage and unauthorized use. The Bank is not liable for the Client's losses if the Client has permitted negligence, due to which unauthorized persons connect and/or use E-Bank.

6.6. The Bank is not materially liable for losses incurred by the Client or that might be incurred by the Client due to damages or disturbances in communication lines or in cases when E-Bank or its separate functions due to technical reasons are not usable/available to the User and/or the Order is not available to the Bank.

6.7. The Parties are not liable for losses, which have been incurred due to force majeure and unexpected circumstances. Force majeure circumstances entitle the Bank to suspend provision of Services until a further notice.

7. Binding force of the Regulations

7.1. These Regulations are obligatory on the persons who use E-bank's Services, have signed the Contract with the Bank on the use of E-bank and form an integral part of this Contract. The Contract is signed for the period of 30 years provided that at the end of the term it is automatically extended for the same term, for which it was initially signed.

7.2. The Client is entitled to unilaterally terminate the Contract by submitting a respective application to the Bank. From the moment when the Bank has received an application on the termination of Contract, the Bank performs all the necessary activities for closing of the Client's access rights to E-Bank.

7.3. The Bank is entitled to immediately terminate the Contract unilaterally without prior written warning to the Client in any of the following cases:

- i. The Client/User fails to perform/violates the Contract, the Regulations and/or the requirements of legislative enactments of the Republic of Latvia, which are connected with receipt of Service;
- ii. The Bank has substantial suspicion that E-Bank is used for illegal purposes or activities are performed, which might disturb the E-bank's activities by causing harm to it;
- iii. All the Client's Accounts in the Bank are closed;
- iv. The bankruptcy, liquidation or reorganization process of the Client (legal entity) is notified;
- v. The Client is deceased or acknowledged as insolvent.

7.4. The Bank will keep all the Client/User's documents, which have been submitted to the Bank for closing of Contract and during the whole effectiveness period of Contract.

7.5. Termination of Contract does not relieve the Client from the duty to cover the payments due to the Bank, cover the losses as a result of the Client/User's actions, as well as perform all liabilities connected with the Contract, the Regulations or other contracts signed with the Bank.

8. Other regulations

8.1. During the period of Contract the applicable legislation shall be the legislation of the Republic of Latvia.

8.2. The Client agrees that the Bank sends information about the Bank's Services and other notices and/or applications to the Client's indicated address in the Contract (or the address later notified in writing) or other details (e-mail, fax number, etc).

8.3. The Client is entitled to choose receiving of the Report by e-mail, in such a case assuming the risk of confidentiality.

8.4. The Client agrees that the Bank performs the Client's data processing, including requesting and receipt of them from any third persons and data bases established in the statutory procedure if at the Bank's discretion it is necessary for establishment or ensuring of liabilities arising from the legal relationship between the Client and the Bank.

8.5. Any claims and complaints in connection with the Transactions should be submitted immediately, but no later than within 30 (thirty) business days from the Transaction date to the Bank in writing. Claims and complaints brought towards the Bank later may be rejected and not reviewed by the Bank.

8.6. Any disagreements in connection with the Contract shall be negotiated. If not possible to reach an agreement, the disputes shall be settled in the procedure fixed in legislative enactments of the Republic of Latvia.

8.7. Should any dispute arise over the interpretation of the Conditions, the Latvian language shall prevail.