

INTERNET BANKING USAGE REGULATIONS

1. Terms

Bank – AS UniCredit Bank Lithuanian branch (Reg. No. 300631470).

Customer – private individual or legal entity that has concluded INTERNET BANKING Usage Agreement with the Bank and is entitled of receiving services offered by the Bank.

Parties – the Bank and the Customer jointly.

Agreement – the INTERNET BANKING Usage Agreement concluded between the Bank and the Customer, and is to be considered “Agreement” in accordance to Bank’s General Business Conditions.

Price list – Bank’s Standard Price list.

Safety tools – User ID, PIN code, Code calculator, Identification password, Security code/ Token, Password or for users that use Mobile token – User ID, Password and Security code/ Token.

Identification password – string of symbols that User enters into User’s Identification Password Form.

Informative mode users – individuals whom Customer allows access via INTERNET BANKING to information about the Customer, its accounts and transactions made on the accounts and/or create Orders.

Code calculator – an electronic device given to User that, when entering PIN code into it, generates Security code/Token.

Account – Customer’s accounts with the Bank mentioned in the Clause 3.1. of the Agreement.

User – private individual, except Informative mode users, mentioned in the Clause 3.2. of the Agreement.

User ID – a combination of symbols assigned by the Bank for User’s identification in INTERNET BANK.

Mobile token– string of symbols that is sent to User’s mobile phone number indicated in the Agreement after User ID and Password input into login screen of INTERNET BANKING site to identify him/herself in INTERNET BANK.

INTERNET BANK – Bank’s remote banking system, through which the Customer in an electronic form receives information about the Account and gives Orders the Bank.

Regulations – the present INTERNET BANKING Usage Regulations.

Password – string of symbols that User has to input into login screen of INTERNET BANKING site in order to receive Mobile token or for Informative mode user to identify him/herself in INTERNET BANK.

Security code/ Token – 8 digit combination that User uses to identify him/herself in INTERNET BANK.

PIN code – 4 digit combination, that User enters into Code calculator to generate Security code/ Token.

Order – and Order to execute Bank’s operations submitted by the Customer to the Bank via INTERNET BANK (including payment and transfer execution, transaction execution with funds available on the accounts, concluding agreement and other activities that the Bank offers performing via INTERNET BANK.

2. General provisions

2.1. The Regulations are an integral part of the Agreement and regulate the order of usage of certain Bank’s services by the Customer via INTERNET BANK.

3. User’s identification

3.1. Initially when registering User, the Customer assigns INTERNET BANKING access modes and rights to Users and Informative mode users.

3.2. After signing the Agreement the Bank assigns User ID to each User and Informative mode user. To Users to whom the Customer has indicated usage of Mobile token, a Password is sent to an e-mail address indicated on the Agreement or given personally in secure envelope. To Users to whom the Customer has indicated usage of Code calculator, the Bank issues Code calculator.

3.3. Customer initially identifies Informative mode user him/herself and takes full responsibility for delivering respective Safety Tools to Informative mode user mentioned in the Agreement and for actions done by this individual.

3.4. The bank remotely with the help of INTERNET BANK identifies respective User and Informative mode user – by User ID and Mobile token or Security code/Token. Informative mode user with the help of INTERNET BANK can be identified by User ID and Password, if the Customer has assign this identification type to him/her.

3.5. The Customer, User and Informative mode user shall secure that the User’s and Informative mode user’s access is protected from unauthorized access by properly keeping Safety Tools.

3.6. Authorized persons or other Customer’s certified representatives (e.g., in power of attorney, signature specimen card) that are mentioned in any Bank’s internal documentation shall not gain any rights to use INTERNET BANKING unless they are indicated as Users or Informative mode users in the Agreement.

4. Execution of orders

4.1. The Bank processes the Customer's Orders according to the Bank's procedures, the Agreement, Regulations, terms of the respective Order and the Bank's General Business Conditions and regulations governing respective Bank's service.

4.2. When executing Customer's Order and requesting or providing information, the Bank is entitled to ask for User ID and Mobile token or Security code/Token or Password, as well as for Order to contain all the information necessary for its execution. After receipt of the Order the Bank is entitled to contact the Customer and ask for additional information, thus executing the Order after receipt of the necessary information.

4.3. In the Orders the User's signature is replaced by the Mobile token or Token. The Parties agree that an Order duly filled, approved by the Mobile token or Token and sent out through INTERNET BANK is true and binding to the Customer and Bank, it shall be treated as equal to a written Customer's Order and the Bank shall execute such Order (except cases mentioned in Clause 4.4.).

4.4. The Bank has the right not to execute an Order and/or deny access to INTERNET BANK for respective or all Users or Informative mode users or to respective Account:

- if the Customer or the User, or Informative mode user does not comply with the Agreement, Regulations and/or Bank's General Business Conditions and/or regulations governing respective Bank's service.;
- if the check of Safety Tools shows any mistakes and/or lacking details;
- if the amount of funds in the Account is insufficient to perform the respective Order;
- if by executing an Order User's daily or one transaction's limit indicated in the Agreement would be exceeded.
- if the Customer's Order is unclear or distorted because of disrupted communications;
- if the Bank considered necessary to contact the Customer and the Bank has been unable to contact the Customer in order to approve the contents of the Order;
- if it contradicts the effective legislation of the Republic of Latvia or administrative norms.

4.5. The Customer agrees that all announcements and information presented to Users in INTERNET BANK shall be considered binding to the Customer and equal to information provided or sent to the Customer in writing. The Customer acknowledges Users' provided statements or information to the Bank, if the Bank has requested such or offers to provide or fill out in INTERNET BANK, to be binding and equal to the Customer's information provided or sent to the Bank in writing.

4.6. The Customer agrees that Users, according to representation rights indicated in the Agreement, are authorized to remotely in INTERNET BANK conclude agreements in the name of the Customer about usage or cancellation, or amendments of terms of any Bank's service (including conclude, amend and cancel term deposit agreements).

5. Obligations and liability

5.1. Upon signing the Agreement, the Customer confirms that he/she is aware of and assumes all related risks, including the risk of third parties giving Orders and provides information to the Bank through INTERNET BANK, unless the direct losses or other harm incurred are caused by gross negligence from the Bank's side. The Bank shall not be liable for any damage or losses incurred by the Customer or any third party if the Bank has executed an Order or provided information approved with the Mobile token or Token.

5.2. The Customer is liable for correctness of the information submitted to the Bank and undertakes liability for Users indicated in the Agreement as well as for powers assigned to Users, their Orders and operations in INTERNET BANK, as well as for observing the restrictions imposed on the Users.