

PAYMENT RULES OF SIA TRANSACT PRO

1. DEFINITIONS USED IN THE RULES

1.1. In the Rules the following terms have meanings as defined below:

Price List is the Institution's price list with Fees effective at the moment of execution of the relevant activity, which, inter alia, sets out the amounts of the Fees and terms of their application, and the current version of which is available on the Institution's Website.

Business Day is a day on which the relevant Payment Service Provider involved in the execution of a Payment transaction is open for business as required for the execution of the respective Payment transaction.

Means of Distance Communication are any means which, without a simultaneous physical presence of the Institution and the Customer, can be used for the conclusion of a Service Agreement, for submission of a Payment Order or another notice by the Customer, as well as for information exchange (e.g., Internet Office), and on the use of which the Customer has agreed with the Institution.

EEA is the European Economic Area.

EEA Payment is a Payment transaction, in the execution of which a Payer's Bank and a Beneficiary's Bank that are located in any of the EEA member states (current list of member states is available in the Price List) are involved, and which is made in the euro or in national currency of any of the EEA member states.

Institution is SIA Transact Pro, registered with the Enterprise Register of the Republic of Latvia under number 41503033127, SEPA (*Single Euro Payments Area*) ID LV86ZZZ41503033127, with registered address at Kr. Valdemara street 62, Riga, LV-1013, Latvia, Internet Website www.transactpro.lv and email address info@transactpro.lv. The Institution is an authorised electronic money institution with the right to provide payment services, registered with the Register of Licences of the Financial and Capital Market Commission under the number 06.12.04.416/359, and its operation is supervised by the Financial and Capital Market Commission.

Institution's Business Day is each such day within the Institution's working hours:

- in case of an outgoing Payment – each day on which the Institution or a system maintained by it (the Internet Office) accepts and processes Payment Orders;
- in case of an incoming Payment – every day except Saturday, Sunday, public holidays of the Republic of Latvia and the Institution's non-business days previously announced to the Customer.

Execution Time is the execution term for a Payment Order indicated for the respective type of Payment transaction in the Price List, unilaterally defined with Institution's decision, or a term on which the Customer has agreed with the Institution.

IBAN (*International Bank Account Number*) is an international bank account number granted by providers of Payment Services to their customers in line with the international standard ISO 13616-1:2007 Financial services – International bank account number (IBAN) – Part 1: Structure of the IBAN.

Domestic Payment is a Payment transaction initiated by the Payer at the Payer's Bank located in Latvia with for the purpose of transferring the Payment amount to the Beneficiary at the Beneficiary's Bank also located in Latvia.

Internet Office is the Institution's remote access system providing the Customer and his/her/its authorised representatives with an opportunity to submit to the Institution Payment Orders and other notices as well as to receive other services and information from the Institution through the Internet and by means of relevant Payment Instruments.

Customer is a private individual or a legal entity or an association of such persons, which has opened an Account with the Institution or has expressed an intention to execute a Payment transaction, to act as a Payer or as a Beneficiary, or simultaneously as both a Payer and a Beneficiary.

Account Maintenance Agreement is an Account Maintenance Agreement concluded between the Customer and the Institution and consisting of the Application, the present Rules, Account Maintenance and Card Service Conditions, General

Business Conditions, Price List and annexes, modifications and amendments to the above mentioned documents mentioned above.

Account is an account opened within the Institution's system in the name of the Customer and used in order to execute, record and reflect payment transactions initiated by the Customer or received in favour of the Customer.

Fee is the remuneration indicated in the Institution's Price List or in the Service Agreement or an annex thereto, paid by the Customer to the Institution in relation to provision of Payment Services.

Credit Transfer is a transfer of funds initiated by the Payer at the Payer's Bank by submission of a Payment Order for the purpose of transferring the Payment amount to the Beneficiary at the Beneficiary's Bank.

Parties are the Customer and the Institution (jointly).

Law is the Law on Payment Services and Electronic Money of the Republic of Latvia.

Payment transaction is a financial operation initiated by the Customer with for the purpose of execution of a credit transfer through the Account or to place cash on the Account.

Payment Instrument is any personalised device or a set of procedures agreed by the Customer and the Institution and used by the Customer in order to initiate a Payment Order (including, but not limited to a code calculator, code, login, password or other means of identification).

Payment Order is a Payer's unconditional instruction to his/her/its Payment Service Provider to execute the Payment transaction.

Payment Service is a totality of actions taken by the Payment Service Provider in order to execute a Payment transaction.

Payment Service Provider is the Institution and any entity involved in the execution of a Payment transaction, except for the Payer and the Beneficiary.

Payer is a private individual or a legal entity allowing execution of a Payment Order from his/her/its Account or submitting a Payment Order to the Payment Service Provider.

Payer's Bank is the Payer's Payment Service Provider, which in the result of execution of a Payment must transfer the Payer's funds to the Beneficiary in accordance with a Payment Order.

Rules are the present Payment Rules and all annexes hereto, binding on Customers and their authorised representatives.

Service is any financial service or a service related to a financial service offered or provided by the Institution to the Customer.

Consumer is a Customer, who is deemed to be a consumer within the meaning determined by the Law on Protection of Consumers' Rights of the Republic of Latvia.

Acceptance Cut-Off Time is the time within the Institution's Business Day indicated in the Price List, after which the Payment amounts received (for incoming Payments) and the Payment Orders received (for outgoing Payments) are deemed received on the next Institution's Business Day.

Application is a request completed in the form determined by the Institution, signed by the Customer and submitted to the Institution to open an Account.

Standing Order is a regular Credit Transfer to be performed in a certain amount and at a certain periodicity to the Beneficiary's Account indicated in the Payment Order.

Beneficiary is a private individual or a legal entity who should receive the funds indicated in the Payment Order as a result of execution of the Payment transaction.

Beneficiary's Bank is a Payment Service Provider that must credit the funds received as a result of an executed Payment transaction to the Beneficiary's account or otherwise disburse it to the Beneficiary.

Date of Receipt is the Institution's Business Day on which a Payment Order is deemed received at the Institution in accordance with the Chapter 4 hereof, taking into account the provisions concerning the Acceptance Cut-Off Time.

Intermediary is a Payment Service Provider involved in the execution of a Payment transaction, which is neither the Payer's Bank nor the Beneficiary's Bank.

International Payment is a Payment transaction initiated by the Payer at the Payer's Bank located in one country with an aim to transfer the Payment amount to the Beneficiary at the Beneficiary's Bank located in another country.

SWIFT is the Society for Worldwide Interbank Financial Telecommunication ensuring transmission of financial interbank messages between Payment Service Providers by means of a telecommunications network.

Unique Identifier is the following information to be indicated by the Payer in a Payment Order to identify unambiguously the Payment Beneficiary or his/her/its account to which the Payment amount has to be transferred:

- for Domestic Payments – the Beneficiary's account number with the Beneficiary's Bank in the IBAN format
- for International Payments, provided that IBAN has been introduced in the country where the Beneficiary's Bank is located, the Beneficiary's account in the IBAN format and the SWIFT (BIC) code of the Beneficiary's Bank.
- for International Payments, if IBAN hasn't been introduced in the country where the Beneficiary's Bank is located, the Beneficiary's account and the SWIFT (BIC) code or another code or identifier of the Beneficiary's Bank.

Value Date is the reference time used by the Institution to register an entry on execution of a Payment transaction and to determine the moment when the Customer becomes obliged to pay a Fee.

General Business Conditions are the Institution's General Business Conditions, current edition of which is available on the Institution's Internet Website.

1.2. Other terms used in the Rules correspond to the terms used in the General Business Conditions.

2. GENERAL

- 2.1. The Rules govern legal relationship between the Customer and the Institution in relation to execution of Payment transactions. The Rules are an integral part of the Account Maintenance Agreement concluded between the Parties. Legal relationship between the Customer and the Institution concerning provision of such payment services, which are not considered to be Payment transactions in the understanding of the Rules, is governed by the respective Service Conditions and agreements concluded between the Customer and the Institution.
- 2.2. If a Customer initiates a Payment transaction by means of Payment Instruments and/or Means of Distance Communication, Service Agreements concluded between the Customer and the Institution governing the use of the respective Payment Instrument and/or Means of Distance Communication (for example, Card Service Agreement or an Internet Office Usage Agreement) apply.
- 2.3. All legal relationship between the Customer and the Institution concerning execution of Payment transactions and not governed by the Rules is governed by the General Business Conditions, the Price List, other Service Conditions and Service Agreements, best practice principles as well as principles of good faith and rationality.
- 2.4. The Institution does not accept Payment Orders and does execute Payment transactions without opening an Account, unless otherwise determined by the Service Agreement separately concluded between the Parties. The Institution does not accept Payment Orders and does not execute Payment transactions, if the Payment amount is to be paid in cash.
- 2.5. The Institution may unilaterally amend the Rules as provided for by the General Business Conditions.
- 2.6. All notices between the Customer and the Institution mentioned in the Rules are delivered or dispatched pursuant to the General Business Conditions, unless otherwise determined by the Rules.
- 2.7. Legal relationship between the Institution and the Customer, which is not a Consumer, is subject to the special conditions, including the following:
 - 2.7.1. In case of dispute the burden of proof lies with the party claiming reimbursement of damages or performance of an action;
 - 2.7.2. The Institution is entitled unilaterally to determine and charge a fee for providing of information, for performance of corrective and preventive activities, including investigation, cancellation and correction of Payment transactions by order of the Customer, as well as for other activities or services;
 - 2.7.3. Any complaints and/or claims concerning Payment transactions executed on the Account, the Account balances, Fees, non-compliance with the Rules and/or applicable laws and regulations, are to be submitted to the Institution within the term set out in Paragraph 8.6 hereof. Complaints and/or claims submitted later may be rejected and not reviewed by the Institution. If the Institution acknowledges the Customer's complaint as valid, the Institution fully or partially refunds to the Customer the amount of the disputed Payment transaction within 5 (five) Business Days after final and irreversible recovery and credit of that Payment amount to the Institution's account;

- 2.7.4. The Institution is not obliged to reimburse expenses occurred in the result of a non-executed or erroneously executed Payment transaction;
 - 2.7.5. The Institution does not reimburse the Customer for loss occurred in the result of lack of care by the Customer for secure storage of a Payment Instrument that consequently caused its misappropriation and misuse;
 - 2.7.6. The Institution may independently determine the fee for provision of information set out in the Law and request payment thereof;
 - 2.7.7. Taking into account the opportunity for the Customer to receive information in line with the procedure set out in Chapter 8 hereof, in case of a dispute the Institution is not obliged to prove that it complied with the information provision requirements set out in the Law.
- 2.8. Paper copies of the Rules are available to the Customer in the Institution's office on the Institution's Business Days from 10:00 till 17:00, and electronically on the Institution's Website at any time except for times the Website is down for emergency or scheduled maintenance.

3. COMPLETION OF A CUSTOMER'S PAYMENT ORDER

- 3.1. To initiate a Payment transaction, the Customer submits to the Institution a Payment Order completed in accordance with the Rules and the Institution's requirements and in compliance with the applicable laws and regulations. The information indicated in the Payment Order must be precise and unambiguous. The Customer is liable for the accuracy and trueness of the information indicated in the Payment Order.
- 3.2. A Payment Order submitted by the Customer to the Institution must contain the following data:
- 3.2.1. For the execution of Domestic Payments:**
- 3.2.1.1. Date of completion of the Payment Order.
- 3.2.1.2. Payer's data:
- Payer's name (for a legal entity) or Payer's name and family name (for a private individual);
 - Payer's registration number (for a legal entity) or Payer's personal code (for a private individual having a personal code issued in Latvia), or Payer's date of birth or another personal identification number (for a private individual not having a personal code issued in Latvia), if requested in the Payment Order form.
- 3.2.1.3. Payer's Account number in the IBAN format, from which the Payment Amount is to be debited.
- 3.2.1.4. Payment currency code in accordance with the ISO Standard.
- 3.2.1.5. Payment amount in numbers and, if requested in the Payment Order form, in words.
- 3.2.1.6. Beneficiary's data:
- Beneficiary's name (for a legal entity) or Beneficiary's name and family name (for a private individual);
 - Beneficiary's registration number (for a legal entity) or Beneficiary's personal code (for a private individual having a personal code issued in Latvia), or Beneficiary's date of birth or another personal identification number (for a private individual not having a personal code issued in Latvia), if requested in the Payment Order form.
- 3.2.1.7. Beneficiary's account number with the Beneficiary's Bank in the IBAN format.
- 3.2.1.8. Precise and complete, non-abbreviated name and SWIFT code of the Beneficiary's Bank. Reference to the SWIFT code in the Payment Order is not needed, if a Payment transaction is executed within the Institution. If the Beneficiary is the Latvian Postal Service (VAS "Latvijas Pasts") or the State Treasury of the Republic of Latvia (*Latvijas Republikas Valsts kase*), Latvian Postal Service of the State Treasury of the Republic of Latvia respectively must be indicated in the Payment Order as the Beneficiary.
- 3.2.1.9. Complete and precise Payment details in accordance with Paragraph 3.9 hereof, taking into account that Payment details are not translated and are transferred without modifications, and that the Institution does not transfer the part of the text that exceeds 140 characters.
- 3.2.1.10. The information concerning interbank Fees charging options (OUR, SHA or BEN) in line with the Price List. If the information concerning interbank Fees charging options is not indicated or is indicated inaccurately, including if a Fee charging option inapplicable to the particular type of Payment transaction is indicated, the Institution may apply to the Payment transaction a shared (SHA) Fee charging option in accordance with the Price List and subject to the type of Payment transaction.
- 3.2.1.11. The type of Payment transaction depending on its priority (standard or express), which determines the Execution Time of the respective Payment transaction. If none of types of Payment transactions mentioned herein are indicated in the Payment Order, the Institution executes the Payment Order within the Execution Time specified for a standard Payment transaction. If the Customer has not agreed with the Institution on a possibility to execute an express Payment transaction prior to submission of a Payment Order, the Institution may unilaterally change its priority indicated in the Payment Order submitted by the Customer from express to standard.
- 3.2.2. For the execution of International Payments:**
- 3.2.2.1. Date of completion of the Payment Order.
- 3.2.2.2. Payer's data:
- Payer's name (for a legal entity) or Payer's name and family name (for a private individual);

- Payer's registration number (for a legal entity) or Payer's personal code (for a private individual having a personal code issued in Latvia), or Payer's date of birth or another personal identification number (for a private individual not having a personal code issued in Latvia), if requested in the Payment Order form.
- 3.2.2.3. Payer's Account number in the IBAN format, from which the Payment Amount is to be debited.
 - 3.2.2.4. Payment currency code in accordance with the ISO Standard.
 - 3.2.2.5. Payment amount in numbers and, if requested in the Payment Order form, in words.
 - 3.2.2.6. Beneficiary's data: Beneficiary's name (for a legal entity) or Beneficiary's name and family name (for a private individual).
 - 3.2.2.7. Beneficiary's account number. If in the country where the Beneficiary's Bank is located IBAN is introduced, the Beneficiary's account number must be indicated in the IBAN format.
 - 3.2.2.8. Precise and complete, without abbreviations, name, address (at least the city and the country) and code of the Beneficiary's Bank - SWIFT (BIC) code or another identifier of the Beneficiary's Bank, as well as the information on the correspondent account of the Beneficiary's Bank or of the Intermediary, if such information is required for precise execution of the Payment Order.
 - 3.2.2.9. Complete and precise Payment details in accordance with Paragraph 3.9 hereof, taking into account that Payment details are not translated and are transferred without modifications, and that the Institution does not transfer the part of the text that exceeds 140 characters.
 - 3.2.2.10. The information concerning interbank Fees charging options (OUR, SHA or BEN) in line with the Price List. If the information concerning interbank Fees charging options is not indicated or is indicated inaccurately, including if a Fee charging option inapplicable to the particular type of Payment transaction is indicated, the Institution may apply to the Payment transaction a shared (SHA) Fee charging option in accordance with the Price List and depending on the type of Payment transaction.
 - 3.2.2.11. The type of Payment transaction depending on its priority (standard or express), which determines the Execution Time of the respective Payment transaction. If none of types of Payment transactions mentioned herein are indicated in the Payment Order, the Institution executes the Payment Order within the Execution Time specified for a standard Payment transaction. If the Customer has not agreed with the Institution on a possibility to execute an express Payment transaction prior to submission of a Payment Order, the Institution may unilaterally change its priority indicated in the Payment Order submitted by the Customer from express to standard.
- 3.3. When completing a Payment Order for an International Payment or for a Domestic Payment in a foreign currency (except for Payment transactions within the Institution) the Customer can indicate also the identification data of the Intermediary – complete, non-abbreviated and precise name, address (at least the city and the country) and additional information known to the Customer on the Intermediary's correspondent account and the Intermediary's SWIFT code. If the Customer has not indicated any Intermediary for the respective Payment transaction in the Payment Order, the Institution may choose an Intermediary at its own discretion, without agreeing it with the Customer. The Customer may not determine the correspondent bank to be involved by the Institution in the execution of the Payment transaction.
 - 3.4. The Institution may replace the Intermediary indicated in the Payment Order, if:
 - 3.4.1. The Institution has reasonable doubts about the Intermediary's ability to perform its obligations or to ensure compliance with applicable laws and regulations, or
 - 3.4.2. The Institution has at its disposal the information that the Beneficiary's Bank has changed the Intermediary.
 - 3.5. Payment Orders must be completed in Latvian language with letters of the Latin alphabet or in another language acceptable to the Institution. The Institution is not obliged to translate the information indicated in the Payment Order.
 - 3.6. The Customer may submit the Payment Orders in such currencies in which the Institution executes Payment transactions. The information about currencies, in which the Institution executes Payment transactions, is available to Customers in the Institution's office located at its registered address or on the Institution's Website.
 - 3.7. If a Payment Order is submitted on paper, it must be signed in accordance with the General Business Conditions.
 - 3.8. If a Payment Order is submitted through the Means of Distance Communication and/or by means of Payment Instrument, it must be signed or approved in accordance with the provisions of the Service Agreement governing the use of the relevant Means of Distance Communication and/or Payment Instrument.
 - 3.9. When completing a Payment Order, complete and precise Payment details must be indicated, taking into account that reference to an agreement number only is not deemed to be sufficient information for execution of a Payment transaction. For Payment transactions of a commercial character, full title, number and date of the document, which is a basis for the Payment transaction (such as a contract, delivery note, waybill, etc.), as well as a detailed description of goods or services paid must be indicated. If a Payment transaction is executed under a loan agreement, number and date of the loan agreement, the purpose of the loan, maturity and interest must be indicated.
 - 3.10. In completion of a Payment Order, it is important for the Customer to take into account that in the result of execution of a Payment Order the the Payment amount can be credited to the Beneficiary's account with the Beneficiary's Bank based exclusively on the Unique Identifier indicated in the Payment Order. In the event that the Customer has submitted to the Institution a Payment Order with an erroneous Unique Identifier, the Customer is liable for all loss related to the failure or improper or erroneous performance of the Payment Order.

4. SUBMISSION OF A PAYMENT ORDER

- 4.1. The Customer gives his/her/its consent to carrying out of a Payment transaction prior to execution of thereof. If the Customer agrees so with the Institution, the Customer may also give such consent after execution of a Payment transaction. If such consent is not given by the Customer, the Payment transaction is deemed unauthorised.
- 4.2. The Customer gives consent to the execution of a Payment transaction by signing or confirming a Payment Order in line with provisions of Paragraphs 3.7 or 3.8 hereof and submitting it to the Institution. The Customer may submit a Payment Order to the Institution in the following manner:
 - 4.2.1. On paper – in the Institution’s office, in the simultaneous presence of the Customer (or his representative) and the Institution’s representative, or
 - 4.2.2. In any form through Means of Distance Communication on the use of which for submission of Payment Orders the Customer agreed with the Institution or to the use of which for submission of Payment Orders the Institution gave its consent.
- 4.3. A Payment Order is deemed received:
 - 4.3.1. On paper – at the moment when the Institution has received the Payment Order. Upon receipt of a Payment Order on paper the Institution approves receipt thereof by signing of it by an Institution’s representative and by making a note of the date and time of receipt of the respective Payment Order;
 - 4.3.2. Electronically by using automated electronic forms available in the Internet Office – at the moment when the Payment Order has been granted the status "Accepted for processing";
 - 4.3.3. Electronically by using the option to submit a free-form text message offered by the Internet Office – at the moment when the Institution has approved receipt of the Payment Order by sending a reply message to its sender.
- 4.4. When submitting to the Institution a Payment Order, the Customer must ensure that at the moment of submission of a Payment Order the amount of money necessary for execution of a Payment Order and for payment of the relevant Fees is freely available on the Account, from which the respective Payment transaction is to be made. If the obligation mentioned in this Paragraph is not fulfilled, the Institution may refuse acceptance and/or execution of the Payment Order.
- 4.5. The Institution may debit the Account for the amount necessary for execution of a Payment Order and payment of relevant Fees immediately upon receipt of the Payment Order or later in the course of processing thereof.
- 4.6. In any case, if the Customer has submitted to the Institution a Payment Order, though at the moment of submission of the Payment Order the amount of money necessary for execution of the Payment Order and payment of the relevant Fees is not freely available on the Account, the Institution may immediately refuse execution of the Payment Order in line with provisions of Paragraph 4.4 or to suspend its execution till the necessary amount of money is credited to the Account, but no longer than for 5 (five) Business Days. If a Payment Order is executed, it is deemed to be received at the moment when such amount of money becomes freely available on the Account.
- 4.7. Payment Orders received pursuant to Paragraph 4.3 or 4.6 after the Acceptance Cut-Off Time (or, if not specified, after the end of the Institution’s Business Day) or on the day that is not an Institution’s Business Day, are deemed to be received on the next Institution’s Business Day.
- 4.8. The information about the Institution’s Business Days is available to the Customer in the Institution’s office located at its registered address or on the Institution’s Website. The Institution’s Business Days and Acceptance Cut-Off Time may differ depending on the type of the Payment transaction and the manner of submission of the Payment Order.

5. PROVISIONS FOR OUTGOING PAYMENT TRANSACTIONS

- 5.1. The Institution starts execution of a Payment Order upon the Customer’s initiative for the purpose of transferring the Payment amount to the Beneficiary at the Beneficiary’s Bank; the Customer’s consent to the execution of a Payment transaction is received in line with the procedure set out in Paragraph 4.1. The Payer and the Beneficiary may be the same person.
- 5.2. If the Beneficiary’s Bank and the Institution do not have a common correspondent bank, in addition to the Institution’s and the Beneficiary’s Bank correspondent Banks, Intermediaries are involved in the execution of the Payment Order, which send the Payment Order consequently to each other.
- 5.3. The Institution executes a Payment Order by securing the transfer of the Payment amount to the disposal of a Beneficiary’s Bank or an Intermediary no later than on the Execution Time, which is determined after the Date of Receipt of the Payment Order. If the Payment amount is equal or exceeds 100,000 euro or its equivalent in other currency, the Institution is entitled unilaterally to define Execution Time for such Payment, which accrues one Institution’s Working day later, than stated in the Price List, unless the Customer previously agreed with the Institution on different Execution Time.
- 5.4. If the Payer’s Account and the Beneficiary’s Account are with the Institution, the Institution executes such Payment Order by crediting the Payment amount to the Beneficiary’s Account on the Date of Receipt of the respective Payment Order.
- 5.5. If the Execution Time falls on the day that is not a Business Day of the Beneficiary’s Bank or a Business Day of an Intermediary involved in the respective Payment transaction, the Payment Order can be executed on the following Business Day of the Beneficiary’s Bank or of the Intermediary.

- 5.6. Upon the Customer's request, prior to the start of the execution of the Payment Order, the Institution provides the Customer with accurate information on maximum Execution Time of the Payment Order and the Fee the Customer must pay for the execution of the Payment Order, as well as the breakdown of the Fee, if applicable.
- 5.7. If the Customer fails to comply with the Rules or other laws and regulations applicable to the legal relationship between the Institution and the Customer in respect of execution of Payment transactions, or if the execution of a Payment Order is prohibited by applicable laws and regulations or orders of public authorities binding on the Institution, the Institution may refuse the execution of the Payment Order. The Institution is entitled not to accept a Payment Order and not to execute a Payment transaction if the Payer's Bank involved in the execution of the Payment transaction, Beneficiary's Bank and an Intermediary are situated in one of such countries to which the Institution does not execute Payment transactions. The list of such countries is published on the Institution's Website and is available to the Customer upon request. The Institution may modify the list mentioned herein at any time and may apply changes immediately without prior notification of the Customer.
- 5.8. If the Institution ascertains that all the information required in the Rules for the execution of a Payment Order is not indicated in the Payment Order submitted to the Institution or that the Payment Order contains errors or other omissions, the Institution may request the Customer to specify and/or correct the information in the Payment Order within the term set by the Institution. If the Customer fails to specify and/or correct the information in the Payment Order within the term set by the Institution or if the Institution has not succeeded in obtaining the information required for execution of the Payment Order, the Institution may execute the Payment Order at its own discretion with observance of the best payment service practice or refuse execution of the Payment Order.
- 5.9. If the Customer has submitted to the Institution a Payment Orders for a total amount exceeding the Account balance available for execution of the relevant Payment transactions, and the Customer has not agreed with the Institution on the sequence of execution of Payment transactions, the Institution may execute these Payment transactions in a free sequence at its own discretion and determine itself the Payment Orders to be refused.
- 5.10. The Institution provides the Customer with an opportunity to obtain information about the Institution's refusal of the Payment Order and reasons thereof, as well as on the procedure for correction of errors being the reason for the refusal, as soon as possible, but no later than within the Execution Time, unless provision of such information is not prohibited by the laws and regulations of the Republic of Latvia. The Customer can receive the information mentioned herein upon his/her/its request.
- 5.11. In accordance with the Service Agreement governing the use of a Payment Instrument the Customer and/or the Institution may set limits and restrictions for Payment transactions executed by using the respective Payment Instrument. The Institution may refuse acceptance and/or execution of a Payment Order, if in the result of its execution the limits or restrictions set out in a Service Agreement or another Parties' agreement would be exceeded, as well as request additional confirmation of a Payment Order, including submission of a Payment Order on paper in person to the Institution's representative, if the Institution suspects possession of a Payment Instrument by a third party.
- 5.12. The Institution may execute the Payment Order solely on the basis of the Unique Identifier indicated in the Payment Order. The Institution is not obliged to verify correspondence of the Unique Identifier indicated in the Payment Order to other information included in the Payment Order submitted to the Institution.
- 5.13. If the Customer has indicated an erroneous Unique Identifier or other erroneous information in a Payment Order for execution of an EEA Payment, the Institution as a Payer's Payment Service Provider upon Customer's request tries to recover the amount of erroneously executed or unexecuted Payment transaction. In such case provisions of Chapter 8 apply, in accordance to which the Customer pays to the Institution the Fee set out in the Price List.

6. PROVISIONS FOR INCOMING PAYMENT TRANSACTIONS

- 6.1. The Institution makes the incoming Payment amount available to the Customer (as a Beneficiary) on the basis of the Payment Order for the execution of an incoming Payment transaction received from the Payer's Bank, Intermediary or Customer.
- 6.2. The Institution makes the incoming Payment amount available to the Customer (as a Beneficiary) by crediting it to the Beneficiary's Account indicated in the Payment Order or to another Account separately agreed between the Customer and the Institution in writing.
- 6.3. The Institution makes the incoming Payment amount available to the Customer pursuant to Paragraph 6.2 immediately, on the Business Day when the respective Payment amount has been received (credited) on the Institution's account, if it is received on the Institution's Business Day before the Acceptance Cut-Off Time. If the incoming Payment amount is credited to the Institution's account on a day that is not an Institution's Business Day or on an Institution's Business Day after the Acceptance Cut-Off Time, such Payment amount is deemed received on the following Institution's Business Day.
- 6.4. The Institution is entitled to execute an incoming Payment transaction solely on the basis of the Unique Identifier indicated in the Payment Order. The Institution is not obliged to verify correspondence of the Unique Identifier indicated in the Payment Order to other information included in the Payment Order submitted to the Institution for the execution of an incoming Payment transaction.
- 6.5. The Customer as a Beneficiary of the Payment pays to the Institution the Fee for the execution an incoming Payment transaction, if such Fee is set out in the Price List for the particular type of Payment transaction, unless otherwise agreed

between the Institution and the Customer. The Institution may withhold such Fee from the incoming Payment amount before it is credited to the Customer's (Beneficiary's) Account.

- 6.6. The Institution as the Beneficiary's Payment Service Provider may refuse execution of an incoming Domestic Payment in the national currency, if the Payment Order on execution of an incoming Payment transaction contains inaccurate or non-existent Beneficiary's Account number.
- 6.7. If the Institution receives an incoming International Payment or a Domestic Payment in a foreign currency with erroneous information, including inaccurate or incomplete Beneficiary's account number or Beneficiary's name, family name or company name, the Institution may suspend execution of such Payment transaction and request detailed information. If an incoming Payment transaction containing an erroneous or incomplete information is a Payment transaction executable in an EEA currency, and the Institution does not receive the necessary information within the same Institution's Business Day when the Payment amount is credited to the Institution's account, the Institution refuses execution of such incoming Payment transaction and transfers the Payment amount back to the Payer's Bank. If an incoming Payment transaction containing an erroneous or incomplete information is executed in a currency, which is not an EEA currency, and the Institution has not received the requested information within 10 (ten) Institution's Business Days, the Institution refuses execution of such incoming Payment transaction and transfers the Payment amount back to the Payer's Bank, withholding from the refundable amount the Fees in line with the Price List and the expenses occurred to the Institution due to refund of the Payment amount.

7. CORRECTION AND CANCELLATION OF A PAYMENT ORDER

7.1. Correction of a Payment Order

- 7.1.1. If a Payment Order contains erroneous or incomplete information, the Customer may request the Institution to correct the Payment Order submitted by the Customer, unless it is already executed. In such case the Customer submits to the Institution the information on corrections to be made in the Payment Order in line with the procedure for submission of Payment Orders to the Institution.
- 7.1.2. Based on the Customer's request, the Institution within the limits of its capacity takes all necessary measures to correct the Payment Order, execution of which is not yet completed, as requested by the Customer.
- 7.1.3. If the Institution takes measures aimed at correction of a Payment Order at Customer's initiative, the Customer pays to the Institution the Payment Order correction Fee in line with the Price List. The Institution is not liable for erroneous execution of the Payment Order if the Payment Order is not corrected.

7.2. Revocation of a Payment Order

- 7.2.1. The Customer may revoke the Payment Order submitted to the Institution before it is deemed received pursuant to the Rules.
- 7.2.2. In order to revoke a Payment Order the Customer submits to the Institution a Payment Order revocation request. The Customer may submit to the Institution a Payment Order revocation request in line with the procedure set out for submission of Payment Orders to the Institution. The revocation request must contain the Payment Order registration number allocated to the respective Payment transaction, on which the Institution informs the Customer in line with Paragraph 8.1.
- 7.2.3. The Customer pays the Fee for revocation of a Payment Order in line with the Price List.
- 7.2.4. Upon expiry of the term determined in Paragraph 7.2.1 the Customer may revoke a Payment Order exclusively with the Institution's consent. If the Institution agrees to such revocation of a Payment Order, the Institution notifies the Intermediary and/or the Beneficiary's Bank and/or the Beneficiary on the revocation of the respective Payment Order. In such case a Payment Order may be revoked and the transferred Payment amount may be fully or partially recovered only with Intermediary's and/or the Beneficiary Bank's consent, provided that the Payment amount is still at their disposal, or with the Beneficiary's consent, if the Payment amount has already been credited to the Beneficiary's account. By agreeing to such revocation of a Payment Order the Institution undertakes no liability for revocation thereof and for recovery of the transferred Payment amount. The Institution becomes obliged to refund the Payment amount to the Customer only after the Institution has received it in the Institution's correspondent account.
- 7.2.5. If the amount of a Payment revoked is recovered in line with Paragraph 7.2.4, the Institution may withhold Fees for revocation of the Payment Order from the recovered amount prior to its crediting to the Customer's Account.

8. PROVIDING OF INFORMATION ON PAYMENT TRANSACTIONS

- 8.1. In case of an outgoing Payment transaction, after the Payment amount is debited from the Account, the Institution provides the Customer with an opportunity to receive the following information:
 - 8.1.1. Payment Order registration number, enabling the Customer to identify the respective Payment transaction and, where possible, the information about the Beneficiary;
 - 8.1.2. Payment amount in the currency in which it has been debited from the Account;
 - 8.1.3. The Fee payable by the Customer for the Payment transaction, as well as its amount and manner of its payment and breakdown thereof, if applicable;

- 8.1.4. If a currency exchange is carried out in the course of Payment transaction, the exchange rate and the Payment amount after the currency conversion;
- 8.1.5. Value date for debiting of funds from the Account.
- 8.2. In case of an incoming Payment transaction, after the Payment amount is credited to the Account, the Institution provides the Customer with an opportunity to receive the following information:
 - 8.2.1. Payment Order registration number, enabling the Customer to identify the respective Payment transaction and, where possible, the information about the payer and any other information provided to the Institution along with the Payment transaction;
 - 8.2.2. Payment amount in the currency in which it has been credited to the Account;
 - 8.2.3. The Fee payable by the Customer for the Payment transaction, as well as its amount and manner of its payment and breakdown, if applicable;
 - 8.2.4. If a currency exchange is carried out in the course of Payment transaction, the exchange rate and the Payment amount prior to the currency conversion;
 - 8.2.5. Value date for crediting of funds to the Account.
- 8.3. A Consumer may receive the information mentioned above in Paragraphs 8.1 and 8.2 free of charge in the following manner:
 - 8.3.1. Electronically through the Internet Office;
 - 8.3.2. On paper, on the Institution's Business Days from 10:00 till 17:00, once a calendar month for the previous calendar month, by completing and submitting to the Institution a relevant application.
- 8.4. The Consumer upon request and for the Fee set out in the Price List may receive the information related to Payment transactions more frequently, at the Institution's office on the Institution's Business Days from 10:00 till 17:00 or by using means of communication other than indicated in paragraph 8.3 hereof, as well as in addition to the information whose provision is prescribed by the Rules, the Consumer also may receive the information on the Account balance or other information related to Payment transactions, upon payment of the Fee set out in the Price List.
- 8.5. A Customer, which is not a Consumer, may receive the information mentioned in Paragraphs 8.1 and 8.2:
 - 8.5.1. Free of charge – electronically through the Internet Office;
 - 8.5.2. For the Fee set out in the Price List – on paper, at the Institution's office on the Institution's Business Days from 10:00 till 17:00, based on a respective application request submitted to the Institution, or in another manner as agreed with the Institution.
- 8.6. Every Customer is obliged to follow independently his/her/its Account balance, as well as at least once within a calendar month to check the information on Payment transactions made or funds received by the Customer in line with the Rules, and make certain of accuracy of Payment transactions. The Customer must notify the Institution in writing immediately, as soon as the Customer has become aware of execution of unauthorised Payment transaction (unsanctioned by the Customer), unexecuted or erroneously executed Payment transaction, or if the Customer has noticed other errors related to the use or maintenance of the Account, but no later than within 50 calendar days after funds were debited from the Account. If the Customer fails to submit the above notice to the Institution within the term indicated herein, the Institution may assume that the Customer has no complaints in relation to Payment transactions executed within the reference period. Claims submitted later may be rejected by the Institution. Failure to receive the information on Payment transactions made or funds received by the Customer or which the Customer has been entitled to receive under the Rules, does not release the Customer from the liability for such Payment transactions.
- 8.7. In order to clarify information on a Payment transaction executed by the Customer, the Customer, in line with the procedure set out for submission of Payment Orders, submits to the Institution a corresponding application, indicating information on the Payment transaction, investigation of which the Customer wishes to initiate, and reasons thereof. The Institution takes all necessary measures within the limits of its capacity in order to clarify the Payment transaction-related information, and notifies the Customer on the results thereof. The Customer pays to the Institution the Fee for investigation of the Payment transaction in line with the Price List and covers the Institution's costs related to the investigation of the Payment transaction.
- 8.8. The Customer must, within the term set out by the Institution, but no later than within 5 (five) Institution's Business Days, provide the Institution with the requested additional information on the Payment transaction, including the information evidencing origin of funds and legal basis for the Payment transaction. If the Customer does not provide the Institution with all the required information in full and within the term set, the Institution may refuse execution of the Payment Order.
- 8.9. If the Customer requests transfer of the information requested under Paragraph 8.1 and/or 8.2 through communication channels that are not fully controlled by the Institution (e.g., facsimile or email), the Customer undertakes all risks related to safety of possible information exchange, starting with the respective communication channel point outside of the Institution's control.
- 8.10. Statements and information mentioned in Paragraphs 8.1 and 8.2 hereof uploaded to the Internet Office and prepared on paper are prepared electronically and provided in the form of printouts. The Institution ensures that electronically prepared information, including Account statements, is freely available constant in the Internet Office for at least two years. The Parties agree that all electronically prepared documents, including but not limited to statements and information mentioned herein, as well as Account statements and other documents available in the Internet Office, are

deemed electronically signed by the Institution. Any document prepared by the Institution and available in the Internet Office is valid without the signature and/or the seal and in terms of its legal force is deemed equivalent to a document prepared on paper and signed by the Institution. The Customer may request the Institution to certify authenticity of its electronic signature.

9. FEES

- 9.1. Where the Rules specify the Customer's obligation to pay a certain Fee to the Institution, the Customer pays such Fee in the amount indicated in the Price List applicable at the moment of provision of the respective service by the Institution, unless otherwise determined by a separate written agreement (if any) between the Parties.
- 9.2. The Customer pays to the Institution all Fees, which are not explicitly determined by the Rules, in line with the Price List applicable at the moment of provision of the respective service by the Institution, unless otherwise determined by a separate written agreement (if any) between the Parties. Current Price List is available to the Customer at the Institution's office on the Institution's Business Days from 10:00 till 17:00 and on the Institution's Website.
- 9.3. Based on actual costs of execution of the Payment transaction, a Customer, which is not a Consumer, in addition to Fees listed in the Price List, upon the Institution's request pays to the Institution also the fees determined by other Payment Service Providers involved in the execution of the Payment transaction.
- 9.4. Interbank fees charging options and procedure of application thereof:
 - 9.4.1. If the Customer chooses a fee charging option BEN in a Payment Order, fees of all Payment Service Providers involved in the execution of the Payment transaction, including the Institution, the Beneficiary's Bank and the Intermediary, are covered by the Payment Beneficiary. Institution's Fee is withheld from the amount of Payment at the moment of execution of the Payment Order. Payment Service Providers involved in the execution of the Payment transaction may withhold their fees from the amount of Payment.
 - 9.4.2. If the Customer chooses a fee charging option OUR in a Payment Order, fees of all Payment Service Providers involved in the execution of the Payment transaction, including the Institution, the Beneficiary's Bank and the Intermediary, are covered by the Customer. Institution's Fee is withheld from the Customer's Account at the moment of execution of a Payment Order, separately from the amount of Payment. The Institution may withhold the fees requested by the Payment Service Providers involved in the execution of the Payment transaction without Customer's acceptance from any Customer's account. The Institution sends the Payment Order to the Beneficiary's Bank or to an Intermediary with the instruction "OUR" in the relevant field of the SWIFT message. The liability of the Institution is limited by fulfilment of the above condition. The Institution is not liable, if an Intermediary or a Beneficiary's Bank hasn't fulfilled the Institution's instructions or if an incomplete Payment amount is received due to reasons outside of the Institution's control (e.g., customary rules of money transfers of a particular country).
 - 9.4.3. If the Customer chooses a fee charging option SHA in a Payment Order, the Customer pays to the Institution the Fee and the Institution's Intermediary's fee, and the Institution withholds it without Customer's acceptance from any Customer's Account, while fees of all other Payment Service Providers involved in the execution of the Payment transaction, including the fees of the Beneficiary's Bank and the Beneficiary Bank's Intermediary, are paid by the Beneficiary, and they may also withhold their fees from the Payment amount before or after it is credited to the Beneficiary's Account.
 - 9.4.4. The Institution keeps its right to change at its discretion the fee charging option (OUR, SHA, BEN) indicated by the Customer in the Payment Order subject to the Payment transaction currency, payment system used and the general practice for execution of Payment transactions in a particular currency, as well as other peculiarities, e.g., customary rules of money transfers of a particular country. EEA Payments irrespectively of Payer's or Beneficiary's instructions are executed by applying feecharging option SHA.

10. APPLICATION OF CURRENCY EXCHANGE RATES

- 10.1. If the currency of the Account indicated in a Payment Order to be debited for the Payment transaction differs from the currency of the Payment transaction indicated in the Payment Order, the Institution carries out currency exchange of the funds freely available in the Account in the amount necessary for the execution of the Payment transaction to the Payment transaction currency as indicated in the Payment Order. In such case the Institution applies the currency exchange rate set by the Institution and effective at the moment of the respective currency exchange, unless the Customer has agreed otherwise with the Institution.
- 10.2. If the currency of an incoming Payment transaction differs from the currency of the Beneficiary Account indicated in the Payment Order, the Institution may convert the currency of the incoming Payment transaction to the currency of the respective Account in accordance with the Institution's currency exchange rate effective at the moment of the respective currency exchange, unless the Customer has agreed otherwise with the Institution.
- 10.3. If under the Rules or applicable laws and regulations the Institution becomes obliged to refund the Payment amount that has been initially executed through a currency exchange, the Institution may, while carrying out the reverse exchange of the Payment amount, apply the Institution's currency exchange rate effective at the moment of such reverse exchange carried out by the Institution due to refund of a Payment amount or, if possible, apply such

Institution's currency exchange rate that was effective at the moment when the Institution carried out the initial currency exchange transaction.

- 10.4. In any case, if for withholding of Fees, costs or other amounts and/or payments from the Customer's Account it is necessary to carry out currency exchange, the currency exchange rate set by the Institution and effective at the moment of the respective currency exchange is applied, unless otherwise agreed between the Customer and the Institution.
- 10.5. Information on currency exchange rates set by the Institution is available to the Customer at the Institution's office on the Institution's Business Days from 10:00 till 17:00 and at any time electronically on the Institution's Website.
- 10.6. The Institution applies any changes to currency exchange rates set by the Institution immediately, without prior notification of the Customer. The Institution informs the Customer on any changes in currency exchange rates set by the Institution by placing the information about currency exchange rates at the Institution's office and on the Institution's Website.
- 10.7. Information about currency exchange rate applicable to a particular Payment transaction is available to the Customer in line with Paragraph 8.1 and 8.2 hereof.

11. LIABILITY

- 11.1. If a Customer submits to the Institution a Payment Order for the execution of an EEA Payment, liability for execution of such Payment transaction is governed by the provisions of Paragraphs 11.2.-11.7 and 11.13-11.20.
- 11.2. If a Payment Order is not executed at all or is executed erroneously, the Payer's Bank is liable for proper execution of such Payment Order, unless the Payer's Bank can prove to the Payer and, if necessary, to the Beneficiary's Bank, that the Payment amount has been transferred to the Beneficiary's Bank within the following terms:
 - 11.2.1. For Payment transactions in the euro:
 - within one Institution's Business Day following the Date of Receipt, if the Payment Order is submitted to the Institution electronically through the Means of Distance Communication, on the use of which for submission of Payment Orders the Customer has agreed with the Institution or to the use of which for submission of Payment Orders the Institution gave its consent;
 - within two Institution's Business Days following the Date of Receipt, if the Payment Order is submitted to the Institution on paper.
 - 11.2.2. For Payment transactions in other EEA member states' currencies – within four Institution's Business Days following the Date of Receipt.
- 11.3. If the Payer's Bank can prove that the Payment amount has been transferred to an account at the Beneficiary's Bank, the Beneficiary's Bank is liable towards the Beneficiary for proper execution of the Payment Order.
- 11.4. If a Payment Order has not been executed at all or has been executed erroneously, and the Institution as a Payer's Payment Service Provider is liable pursuant to Paragraph 11.2, the Institution immediately refunds the amount of unexecuted or erroneously executed Payment transaction to the Customer (Payer) or restores balance of the Customer's Account, which has been debited for the respective Payment transaction, to that as if the erroneous Payment transaction was not executed.
- 11.5. If a Payment Order has not been executed at all or has been executed erroneously, and the Institution as a Beneficiary's Payment Service Provider is liable towards the Customer (Beneficiary) pursuant to Paragraph 11.3, the Institution immediately credits the amount of the respective Payment to the Customer's (Beneficiary's) Account.
- 11.6. If a Payment Order has not been executed at all or has been executed erroneously, the Institution as a Payer's Payment Service Provider, irrespectively of the liability set out in Paragraph 11.2, immediately upon Customer's (Payer's) request tries to chase the Payment transaction and informs the Customer (Payer) about the results of the investigation.
- 11.7. If the Institution is liable as the Payer's Payment Service Provider pursuant to Paragraph 11.2 or as the Beneficiary's Payment Service Provider pursuant to Paragraph 11.3, the Institution reimburses the Customer for costs incurred as a result of unexecuted or erroneously executed Payment Order.
- 11.8. If the Customer is not a Consumer, the liability for execution of any Payment Order is governed by the provisions of Paragraphs 11.9–11.20.
- 11.9. If a Payment Order is not executed or is erroneously executed due to errors, inaccuracies or omissions in the Payment Order submitted by the Customer, or if a Payment Order is not executed or is executed erroneously or improperly due to a fault of the Intermediary indicated by the Customer in the Payment Order, the Institution is not liable for non-execution or erroneous or improper execution of the Payment Order. In such case the Institution refunds to the Customer the Payment amount only after it is recovered at the Institution's Account, provided that the Institution is not obliged to refund to the Customer the fees paid by the Customer in relation to the execution of such Payment Order, to pay to the Customer any interest and/or to reimburse any expenses incurred by the Customer as a result thereof. The Institution may cover from the recovered Payment amount the expenses incurred by the Institution in the result of recovering of the Payment amount, to the extent the amount of such expenses can be explicitly determined.
- 11.10. The Institution is not liable for loss incurred in the result of non-execution or improper execution of a Payment transaction, if it is caused by errors or omissions in the Payment Order submitted to the Institution or if the

Intermediary indicated by the Customer in the Payment Order or another Intermediary not chosen by the Institution has not executed the Payment Order.

- 11.11. A Payment Order is considered properly executed if it is executed according to the Unique Identifier indicated therein. If an erroneous Unique Identifier is indicated in a Payment Order for an outgoing Payment transaction, the Institution as a Payer's Payment Service Provider is not liable for non-execution or erroneous execution of a Payment transaction pursuant to the provisions of Paragraph 11.2. If an erroneous Unique Identifier is indicated in a Payment Order for an incoming Payment transaction, the Institution as a Beneficiary's Payment Service Provider is not liable for non-execution or erroneous execution of a Payment transaction pursuant to the provisions of Paragraph 11.3.
- 11.12. If a Customer fails to indicate in the Payment Order all the required information that needs to be indicated in a Payment Order pursuant to the Rules, the Institution is not liable for proper and timely execution of the Payment Order.
- 11.13. If within the term specified in Paragraph 8.6 the Institution receives a Customer's (Payer's) notice on an unauthorised (unsanctioned by the Customer) Payment transaction, the Institution immediately, as soon as it has ascertained that the Payment transaction is unauthorised, refunds the amount of the unauthorised Payment transaction to the Customer (Payer) or restores balance of the Customer's Account, which has been debited for the respective Payment transaction, to that before execution of the unauthorised Payment transaction. The provisions of this Paragraph do not apply and the Customer is liable for an unauthorised Payment transaction, if the Customer has acted illicitly or has failed to comply with the Rules or other applicable laws and regulations.
- 11.14. The Institution is not liable for execution of a Payment transaction in line with the Rules, if execution of a Payment Order has been refused.
- 11.15. If the Customer repeatedly submits one and the same Payment Order to the Institution, the Customer is liable for the consequences, including for all loss arising from repeated (double) execution of a Payment Order.
- 11.16. The Institution is not liable towards the Customer for a failed or unduly executed Payment transaction, which is made in a currency other than in which the Institution executes Payment transactions.
- 11.17. The Institution is not liable towards the Customer for non-execution or improper execution of a Payment transaction, if it results from circumstances related to compliance with laws and regulations applicable to the Institution.
- 11.18. The Institution is not liable towards the Customer for any unexecuted, unduly executed or unauthorised (unsanctioned by the Customer) Payment transaction, if the Customer hasn't notified the Institution on such Payment transaction in line with the procedure set out in Paragraph 8.6.
- 11.19. Liability for loss arising from unauthorised Payment transactions carried out by means of a Payment Instrument, is determined in the Account Maintenance Agreement and in the Service Agreement executed between the Institution and the Customer and governing the use of the respective Payment Instrument.
- 11.20. In addition to the provisions of this Chapter, Customer's and Institution's liability in respect of execution of Payment transactions is governed by the General Business Conditions.

12. REVIEW OF CLAIMS

- 12.1. The Institution accepts and reviews Customer's written complaints submitted to the Institution on the non-observance of applicable laws and regulations and/or the Rules in line with the procedure and in terms set out in Paragraph 8.6. The Institution provides the Customer with a written response to a complaint in the following terms:
 - 12.1.1. If a complaint is filed by a Consumer – within 10 days upon receipt of properly completed complaint by the Institution, unless the Customer and the Institution within the mentioned term haven't agreed on satisfaction of the Customer's claim included in the complaint or on an alternative way of satisfaction of the Customer's claim;
 - 12.1.2. If a complaint is filed by a Customer, which is not a Consumer – within 30 days upon receipt of properly completed complaint by the Institution.
- 12.2. If the Institution requires more time for verification of facts and for clarification of the circumstances indicated by the Customer in the claim, resulting in impossibility to observe the term set out in Paragraph 12.1, the Institution notifies the Customer about it in line with the procedure set out in Paragraph 12.1.
- 12.3. The Institution sends its response to the complaint to the Customer by mail to the Customer's address indicated in the complaint, or to another Customer's address known to the Institution, or delivers it to the Customer in person.
- 12.4. The procedure for review of complaints in respect of Payment transactions carried out by means of a Payment Instrument is determined in the Account Maintenance Agreement and in the Service Agreement concluded between the Institution and the Customer and governing the use of the respective Payment Instrument.
- 12.5. If the Customer is not satisfied with the Institution's response to his/her/its complaint, the Customer is entitled to the following:
 - 12.5.1. A Consumer may submit a complaint to the Consumer Rights Protection Centre. The procedure for taking decisions by the Consumer Rights Protection Centre and the procedure for appealing of such decisions is determined by the Consumer Rights Protection Law;
 - 12.5.2. A Customer, which is not a Consumer, may submit a complaint to the Financial and Capital Market Commission;
 - 12.5.3. The Customer may bring an action in relation to the complaint in line with provisions of Chapter 13 hereof.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1. Execution of Payment transactions pursuant to the Rules and the legal relationship related thereto are governed by the laws of the Republic of Latvia.
- 13.2. Any dispute arising between the Institution and the Customer in respect of the Rules and application or fulfilment of the requirements thereof, if not resolved in mutual negotiations with the Institution or if such negotiations last for more than 30 days, must be settled:
 - 13.2.1. if the Customer is a Consumer, upon the plaintiff's choice, by a court of jurisdiction by agreement subject to the Institution's address or by a court of general jurisdiction;
 - 13.2.2. if the Customer is not a Consumer, upon the plaintiff's choice, by a court of general jurisdiction or by Galvenā Šķīrējtiesa (Supreme Arbitration, unified registration number 40103210884) in Riga, and in accordance with the laws of the Republic of Latvia and under the Rules of this Arbitration, in a written procedure, by one arbitrator appointed by the Chairman the Arbitration. Language of litigation is Latvian.

14. MISCELLANEOUS

- 14.1. The Institution is entitled (but not obliged) to contact the Customer or a Customer's representative, if the Institution reveals that Payment transactions not typical of the Customer have been performed with funds deposited in the Account.
- 14.2. The Institution is entitled to debit funds from the Account without a Payment Order or Customer's acceptance, in the following cases:
 - 14.2.1. If the Customer needs to fulfil payment obligations towards the Institution, including payment of Fees and other sums pursuant to the Rules or Service Agreements;
 - 14.2.2. If the Institution has transferred any funds to the Account in the result of misunderstanding, inadvertence or mistake, or without any legal grounds;
 - 14.2.3. In other cases determined by the Rules, Service Agreements or pursuant to the laws and regulations of the Republic of Latvia.
- 14.3. During the existence of a legal relationship between the Parties in respect of maintenance of Accounts and/or execution of Payment transactions, the Parties communicate in Latvian language or, with the Institution's consent, in another language suitable to the Customer or Customer's representative.
- 14.4. An Account Maintenance Agreement is executed for an indefinite time period.

15. INTERPRETATION OF THE RULES

- 15.1. Unless specified otherwise in the Rules, the terms used in the singular are interpreted equally as used in the plural in the Rules and annexes thereto, and vice versa.
- 15.2. Headings of the chapters in the Rules are intended for convenience only, not for interpretation of the Rules.
- 15.3. If any part of the Rules is or becomes inoperable, the remaining part of the Rules is not affected thereby.
- 15.4. In case of discrepancies or ambiguities between the Latvian and the foreign text of the Rules, the text in Latvian prevails.
- 15.5. Unless specified otherwise in the Rules, references to chapters, paragraphs or sub-paragraphs in the Rules mean references to chapters, paragraphs or sub-paragraphs of the Rules (respectively).
- 15.6. In the Rules a reference to any document includes a reference to that document with all amendments and any other modifications as well as to a novation of that document.