

Terms of use of digital channels

effective from 27.04.2021

The goal of Inbank is to create user-friendly and easy-to-use services. To this end, we have created digital channels such as internet banking and a mobile application that you can use to get information about the services you use and perform the necessary operations.

1. DEFINITIONS

"We", "us", "our" or Inbank	Inbank Latvia SIA, registration number: 40103821436, address Akmeņu iela 14, Rīga, LV-1048, Latvia, e-mail info@inbank.lv, telephone +371 66939000.
Terms	These terms of use of digital channels.
"You" or the Client	The natural or legal person who uses, has used or expressed the intention to use the Inbank services or is otherwise related to the use of the services.
Relationship with the Client	Legal relations between us and you that are established in relation to you as an Inbank Client.
Client account	A special Inbank account, which is not a current account, is marked with a personal identification number assigned to you and through which orders are transferred between you and Inbank.
User	You or a natural person who uses digital channels on your behalf. In exceptional cases, there may be several Users.
Security feature	Your or user's password, biometric identification feature or other means of authentication, confirmation or identifiable signature, or a set of such features that allow the use of digital channels.
Internet banking	Electronic service channel on our website, where the user can log in using security features and perform operations with his/her Client account and services to the extent specified by us.
Mobile application	Our operating system's mobile application, where the user can log in using security features and perform operations with his/her Client account and services to the extent specified by us.
Operation	Use of a service provided by us or a third party through a digital channel, including placing orders or submitting notices and applications.
Price list	Inbank service price list.
Order	Your order to us to transfer funds from the Client account or transfer funds to the Client account.
Service Agreement	An agreement concluded between Inbank and the Client, on the basis of which and in accordance with the terms of which we provide you with services.
General terms of the Service Agreement	Standard terms, in accordance with which Inbank provides a certain service and which are also an integral part of each Service Agreement.

2. APPLICATION OF THE TERMS

2.1 We allow you to use digital channels if you are our Client and have agreed to these Terms. The Terms apply without a time limit to all our Clients until the legal relationship with the Client ends.

2.2 The Terms govern our relationship with each other through the use of digital channels. The use of digital channels is regulated not only by the Terms, but also by the general terms of the Service Agreement, the Service Agreement, the Principles of Client data processing, the Price list and other applicable terms and conditions approved by us.

2.3 We may unilaterally amend the Terms, provided that the amendments are reasonable for you. You will receive information about the amendments on the website or through another channel of our choice no later than 30 (thirty) days before the amendments enter into force, unless otherwise provided by legislation or the mentioned terms.

2.4 If you do not agree to our notified amendments to the Terms, you are entitled to cancel the Service Agreement in accordance with the procedure set forth in the terms of the Service Agreement, which provides for cancellation within 30 (thirty) days. Upon termination of the Service Agreement, you agree to perform all obligations to us under the Service Agreement. If you do not cancel the Service Agreement within the above period, you will be deemed to have agreed to all amendments to the Terms.

2.5 In justified cases, we may unilaterally amend the Terms without prior notice. We will promptly notify you of any changes to the Terms on our website or through any other channel of our

choice. If you do not agree to the changes, you are entitled to immediately cancel the Service Agreement, fulfilling all obligations to us under the Service Agreement prior to the cancellation. If you do not cancel the Service Agreement, you will be deemed to have agreed to all amendments to the Terms.

2.6 We do not apply the notice period specified in Paragraph 2.3, if a) the amendment makes the Terms more favourable to you, or b) the amendments are only formal and do not affect the contractual rights and obligations of the parties; or c) new services have been added.

2.7 The parties communicate in Latvian unless we have agreed with you on another language of communication. If there are differences and contradictions between the text in Latvian and in the foreign language, the text in Latvian will apply.

2.8 The legislation of the Republic of Latvia applies to the Terms.

3. ESTABLISHING RELATIONS WITH THE CLIENT

3.1 Our relations with you as a Client arise when you use or after you have used the service provided by us or after you have contacted us for the purpose of using the service. We are entitled to decide with whom we will establish relations as with the Client. We evaluate all the circumstances as a result of which we may completely and in any aspect refuse to establish relations with the Client.

4. CLIENT ACCOUNT

4.1 We will create a Client account for you no later than after concluding the first Service Agreement. By becoming our Client, you

are entitled to determine the persons who are entitled to represent you. We may limit the number of people who are entitled to represent you and to whom you can grant User rights.

4.2 Our mutual settlements take place in the Client account and through it, unless otherwise provided in the Service Agreement. You can only have one Inbank Client account.

4.3 Use of Client account

4.3.1 Our mutual settlements based on the Service Agreement are made in accordance with the conditions set forth in the Service Agreement through our current account and your Client account. You must carefully follow the identification numbers, as the numbers of the Client account and each Service Agreement may differ. If you want to transfer the funds in your Client account from the Client account to your current account, submit a respective order to us:

4.3.1.1 You are entitled to give us orders that we must execute, unless otherwise agreed. You may give us orders in accordance with the Service Agreement in the manner and in accordance with the procedure specified in the Service Agreement.

4.3.1.2 Your orders must be accurate and properly prepared, they must be unambiguous and enforceable, and they must clearly show your intention. We are entitled to assume that the content of the order you have sent corresponds to your actual intention. Inbank cannot be held responsible for any ambiguities, errors, or data transmission errors in your orders.

4.3.1.3 Before executing orders, we may check them in the manner of our choice. We record all orders you submit through the means of communication, as well as all other Operations, including communications sessions on digital channels, and use the relevant records to prove, if necessary, your orders or other Operations performed. We may deviate from your order if, under the circumstances, we can reasonably expect you to approve our action.

4.3.1.4 We execute your orders in chronological order of submission, based on the legislation and Inbank's standard terms. Before executing the order, we are entitled to require you to provide proof of the legal origin of the money or other assets used in the transaction.

4.3.1.5 We are entitled to waive the execution of the order in the following cases: (1) if the order does not meet the following requirements: Your orders must be accurate and properly prepared, they must be unambiguous and enforceable, and they must clearly show your intention. We are entitled to assume that the content of the order you have sent corresponds to your actual intention. Inbank cannot be held responsible for any ambiguities, errors, or data transmission errors in your orders; (2) if there are no prerequisites for the execution of your order that depend on you or they are insufficient; (3) if the circumstances referred to in Paragraph 4.3.1.5.1 have occurred.

4.3.1.5.1 We may restrict your use of the service in any of the following cases: (1) if you do not provide us with the documents we request; (2) if the contact information or other data you provide that relates to you or your activities is incorrect and we have not been able to contact you to obtain the correct data; (3) if we have asked you to update your contact information but you have not done so; (4) if you or your representative provide us with documents that we reasonably suspect may be forged; (5) if we have reasonable doubts about the adequacy of the right of representation and/or you provide us with conflicting information about your representative's right of representation; (6) if we suspect money laundering, terrorism financing or other criminal offence; (7) if we have reason

to suspect that your funds have been obtained as a result of a criminal offence and you have not proved the legal origin of the funds or other assets used in the transaction; (8) if we believe that the restriction is necessary to prevent harm to us or a third party; (9) if the Client account is fully or partially seized; (10) if you owe us and the Client account does not have the funds to meet our claims against you; (11) if a company acting as an intermediary for a service (for example, an international card organization or other clearing system operator) has imposed restrictions related to country, territory, currency, person or transaction; (12) if the legal person is excluded from the register; (13) if we have been provided with the Client's death certificate or we have reason to believe that the Client is dead.

4.3.1.6 You are entitled to request only the execution of orders that are specified in our Price list or that we have agreed with you separately. You are entitled to withdraw an order if we have not yet executed it or have not undertaken obligations to third parties to execute this order. The fee specified in the Price list will be applied to withdraw the order.

4.3.2 You can use the Client account only for your settlements with us; it is not a current account.

4.4 Information on the Client account transactions

4.4.1 All transactions performed on the Client account are indicated in the Client account statement. You are entitled and have the opportunity to receive the Client account statements via internet banking at any time. You can view the Client account statement electronically in internet banking. Upon your request, we will issue your Client Account statement in paper format, applying the fee specified in the Price list.

4.4.2 You are obliged to immediately notify us of any malfunctions or errors in the use of the Client account or if unreasonable actions have been taken on the Client account.

4.5 Payment obligations related to the Client account

4.5.1 The fee for opening, closing, and using the Client account is indicated in the Price list. You must pay default interest on the negative balance of the Client account in accordance with the procedure specified in the Price list. Please ensure that the Client account always has sufficient funds for the fulfilment of your existing obligations. We are entitled to deduct funds from your Client account for the fulfilment of all your due overdue payment obligations.

4.6 Blocking the Client account

4.6.1 Blocking the Client account means the complete or partial termination of transactions with the money in the Client account. We will generally block the Client account based on your respective request. We are entitled to request a written justification for your request to block the Client account. If you do not provide the relevant justification, we are entitled not to block the Client account or to renew it. The reasons for setting restrictions on the Client account are specified in Paragraph 4.3.1.5.1.

4.6.2 We will resume access to the Client account within three (3) business days after we become aware that the circumstances that led to the blocking of the account no longer exist. Please let us know when you find out about these circumstances.

4.7 Seizure of the Client account

4.7.1 We may seize your Client account at the request of a third party in accordance with the legislation. We will revoke the seizure of your Client account within three (3) business days based on the

decision of the third party requesting the seizure or in other cases specified by legislation, based on the execution of a court decision.

5. USE OF DIGITAL CHANNELS

5.1 We will create User access for you, which will allow you to use digital channels with the rights and opportunities to perform Operations. The User is entitled to log in to the digital channels and perform Operations in accordance with the terms of the Service Agreement and to the extent and with the rights you have granted to the User. Use of all digital channels may not be possible, as the availability of digital channels may vary. We may at any time offer you additional services and discounts and terminate your use of these services in whole or in part without your consent.

5.2 You can grant and revoke rights to the User by contacting our branch or via digital channels. All Operations must be performed in accordance with the terms of the Service Agreement and other agreements concluded between us. In the event of a breach of this provision, we are entitled not to execute your orders.

5.3 If the User is entitled to give orders and, in the cases, specified by us, before we allow the User to start using the digital channels, we will identify the User as described in the general terms of the Service Agreement. The User is digitally identified each time through a security feature. The Operation is performed in the way we have chosen. An Operation duly performed by the User shall be considered equivalent to an Operation performed by you or your legal representative.

5.4 You must familiarize the User with these Terms, the general terms of the Service Agreement, the principles of the Client's data processing, the Price list and other service agreements concluded between us. It is your responsibility to ensure that your designated User is familiar with all terms that will apply to his/her activities and that the User duly complies with all terms and conditions.

5.5 Third parties who are our contractual partners can also provide you with services through our digital channels. Such services are provided and used in accordance with the terms and conditions of the relevant third party. We are not responsible for the services provided by third parties.

5.6 The User is not allowed to use digital channels in a way that may harm us or a third party. By using digital channels, the User must fulfil the obligations arising from the legislation, the general terms of the Service Agreement and the standard terms and conditions of our other services.

5.7 The User is obliged to make payments for the use of digital channels and Operations performed through them in accordance with the Price list. The service fee indicated in the Price list must be paid for the entire term of the agreement, including the time when the use of digital channels was restricted.

6. SAFETY AND TECHNICAL REQUIREMENTS

6.1 The User is responsible for the security of the device and the internet connection used to access the digital channels. The User assumes all responsibility for the safe storage and protection of the electronic device with security features when performing Operations in a simplified manner via the Mobile application.

6.2 When using digital channels, the User must follow the instructions on the correct and safe use of the digital channels and the security features provided by us on the website and on digital channels. If the User does not follow our instructions, we are entitled not to execute the order and/or not to allow another Operation.

6.3 The User must do everything possible to guarantee the protection of the security features. The User must not disclose the security features or allow them to be used by third parties. When using certified means of authentication, the User must also fulfil the obligations towards the respective certification service provider, including the obligations arising from the legislation. The User must delete the security features from each device that he/she has stopped using. We are entitled to assume that you are the sole User of the device.

6.4 The User must immediately notify us using the contact information available on our website if the User suspects that a security feature has fallen into the hands of a third party as a result of theft or loss. In the case of certified means of authentication, the User must also inform the relevant certification service provider. We are not responsible for the harm caused to you or a third party (including the User) in this way.

6.5 You are responsible for damage caused by unauthorized use of digital channels, including theft or loss of a security element, as long as the notice specified in Paragraph 6.4 is not sent to us, above the EUR 50 limit. The limit does not apply in cases where the harm is caused by your or your user's intentional actions, fraud and/or gross negligence.

6.6 If the security feature is a password, the User may change it in the manner specified by us. We recommend that you change your password regularly to ensure that your Operation are secure. We reserve the right to impose additional password security requirements.

6.7 The User must download or install our Mobile application on his/her device. If new functions or security measures are added to the Mobile application, you agree to them by approving the respective update or using the updated Mobile application. Updating guarantees safe use and best performance. We do not support operating systems or versions thereof, or versions of the Mobile application older than six (6) months.

6.8 You must notify us immediately of any disruption to your digital channels using the contact information available on our website.

7. RESTRICTIONS ON THE USE OF DIGITAL CHANNELS

7.1 We are entitled to block the User's access until the circumstances are clarified or to request the use of another security feature on digital channels in the following cases: (1) the User has incorrectly identified himself/herself with a security feature several times in a row; (2) we have reason to suspect that the security feature has been misused, including being used by an unauthorized user or being used inappropriately; (3) on the basis of any other right of restriction arising from the general terms of the Service Agreement.

7.2 After access to digital channels has been blocked, we will evaluate all circumstances and restore access when the reason for the block is remedied or information allowing access to be restored is received.

7.3 We are not responsible for any harm caused to you or a third party (including the User), if we block access to digital channels in accordance with these Terms, unless otherwise provided by legislation.

8. ERRONEOUS TRANSACTIONS

8.1 You are obliged to inform us immediately, if money has been credited to your Client account or current account without a reason.

We are entitled to deduct the money credited to your Client account by mistake without your consent.

8.2 You are not entitled to dispose of money erroneously credited to your Client account or current account. The amount erroneously credited to your current account must be immediately credited to our current account.

8.3 If we have made a mistake in the execution of your order, we are entitled to make a deduction from your Client account by corrective transfer and to make a new transfer to your Client account in accordance with the information specified in your order without your consent.

9. RESPONSIBILITY

9.1 The Parties perform the obligations arising from the relations with the Client properly, in good faith, with due diligence and in accordance with generally accepted practice.

9.2 Both parties will be responsible for any losses caused to the other party if they have intentionally or through gross negligence failed to perform or have improperly performed their obligations. We are not responsible for indirect losses (including lost profits).

9.3 A party will not be held responsible for the harm, if the breach is justifiable, i.e., if the breach is due to force majeure. Force majeure means, among other things, disruptions of our operations caused by third parties (for example, explosion threat, cyberattack, etc.), events beyond our control (for example, strike, moratorium, power outage, communications line failure, server and other information technology failure, services, etc.) or public authorities.

9.3.1 We will not be responsible for any kind of harm caused by: (1) third parties, including if the third party service or information is provided through us; (2) malfunctions of information systems (including digital channels); (3) investment risks; (4) the fact that you have not fulfilled your obligation to inform us; (5) the fact that we are not informed that the legal person or natural person has no legal capacity or it is limited; (6) the fact that the Client account has been reasonably blocked or seized; (7) the fact that the use of the service or digital channel is reasonably restricted; (8) refusal to provide a service; (9) the fact that your order is reasonably not being executed.

10. SETTLEMENT OF DISPUTES

10.1 All disputes will be resolved in accordance with the general terms of the Service Agreement available on our website.

11. TERMINATION OF DIGITAL CHANNELS

11.1 If you wish to stop using the digital channels, you must submit a respective request to us on our website using the contact information provided.

11.2 We are entitled to unilaterally terminate the agreement for the use of digital channels at any time by giving you at least thirty (30) days' notice. We may terminate the agreement without notice for reasons arising out of the legislation and/or the general terms of the relevant Service Agreement with you and in accordance with the procedures set forth therein.

11.3 If the Client is not the User himself/herself, the agreement is deemed terminated also in relation to the User.

11.4 Termination of the agreement for the use of digital channels does not affect the recovery or satisfaction of monetary claims which arose before the termination of the agreement. We are entitled to deduct from the Client account the amounts of transactions, fees for any services and any other debts.

12. OTHER TERMS

12.1 We may carry out scheduled and unscheduled maintenance and improvement work during which the use of digital channels is completely or partially abandoned. If possible, we will perform maintenance and improvement work at night.

12.2 Please note that the use of digital channels and related functions may be discontinued from time to time, but our goal is to restore operation of digital channels as soon as possible. We are not responsible for any harm caused by improper use of digital channels.