

TERMS AND CONDITIONS OF THE USE OF SMS BANK SERVICES

1. Terms and abbreviations used

Account – any Current Account, Card Account, deposit account, or other account opened for the Customer at the Bank, wherein the Funds of the Customer are accounted.

Agreement – the Agreement on the Use of SMS Bank Services concluded between the Bank and the Customer at the Bank or via the Internet Bank.

Bank – AS “Reģionālā investīciju banka”, registered in the Commercial Register of the Republic of Latvia under registration No. 40003563375, legal address: 2 J.Alunāna Str., Riga, LV-1010.

Customer – a private individual or a legal entity, or an association of such persons, which use or expressed a wish to use Banking Services and/or act as the Remitter or the Beneficiary.

Internet Bank – an electronic payment system maintained by the Bank, wherein information necessary for the performance of Banking Operations is exchanged between the Customer and the Bank via the Internet network.

Manual – the Manual on the Use of SMS Bank Services approved by the Bank and forming an integral part of the Agreement.

Minimum amount of changes – the minimum amount in the Account currency of credit (incoming) and/ or debit (outgoing) transactions stated in the Agreement for the respective account which initiates sending a short message of SMS Bank to the Customer.

Parties – the Customer and the Bank as the Parties of the Agreement.

Phone Number – a mobile phone number given in the Agreement by the Customer, which is used for exchange of information via the SMS Bank.

Price List – a service price list approved by the Bank effective at the moment of calculation of commissions. The Price List shall form an integral part of the Agreement.

Short message of SMS Bank – a short message sent by the SMS Bank to the Customer containing financial information on the accounts of the Customer connected to the SMS Bank or any other information regarding the use of SMS Bank.

SMS Bank – Bank’s automatic system of short messages ensuring that the Customer automatically receives information from the Bank with short messages to a mobile phone, as well as ensuring receipt of information upon request by sending a short message with a certain text determined by the Bank from a mobile phone to the SMS Bank service number given by the Bank.

Terms and Conditions – the Terms and Conditions of the Use of SMS Bank Services, forming an integral part of the Agreement.

2. General Provisions

- 2.1. SMS Bank is available to Customers whose mobile phones allow receiving and sending short messages.
- 2.2. The Agreement may be concluded by a Customer who has opened an account.
- 2.3. The Customer shall use the SMS Bank in accordance with the Terms and Conditions and the Manual applicable at the respective moment.
- 2.4. The Terms and Conditions stipulate the rights, duties and responsibilities of the Bank and the Customer as the Parties.

3. Conclusion and Term of Validity of the Agreement

- 3.1. The Terms and Conditions, the Price List and the Manual are available to the Customer on the Bank’s home page www.ribbank.com. The Customer shall be obliged to familiarise himself/herself with the aforementioned documents.
- 3.2. The Customer states in the Agreement one or several accounts that the Customer wants to connect to the SMS Bank.

- 3.3. The Customer states in the Agreement one or several telephone numbers which are to be used by the SMS Bank, as well as other parameters necessary for the use of services of the SMS Bank.
- 3.4. An Agreement signed by the Customer shall mean that the Customer agrees that the Terms and Conditions, the Price List, the Manual and the Bank's General Transaction Terms and Conditions are applied to the relations between the Parties.
- 3.5. The Agreement shall come into force upon the signing thereof and shall remain in force for an uncertain period of time unless stated otherwise in the Agreement. If the Agreement has been concluded via the Internet Bank, it shall be deemed signed at the moment when the Customer has confirmed it using Digipass. In such cases, no hardcopy of the Agreement needs to be signed.
- 3.6. In the event the Customer wishes to modify the SMS Bank services parameters defined in the Agreement or the accounts connected to the SMS Bank, the Customer shall submit a written application to the Bank or shall modify the SMS Bank services parameters at the Internet Bank. If the Customer has submitted an application asking to change the SMS Bank service parameters or has changed the parameters on the Internet Bank with the purpose of deactivating the receipt of short messages regarding outgoing payments from the Customer's card account, the Customer undertakes full liability for the possible reduction of the card account balance as a result of unauthorised transactions.

4. Customer Identification

- 4.1. When the Customer is using SMS Bank, the Bank identifies the Customer according to the phone number.
- 4.2. When using SMS Bank, the Customer is obliged to ensure that his/her telephone and short messages received from the Bank are not accessible to any third persons, as well as to ensure that the connection number given by the mobile communications operator is retained and is not handed over to any third persons.
- 4.3. In the event such confidential information has been or could have been revealed to any third persons, the Customer is obliged to immediately inform the Bank in a written form or by phone and the Bank shall block access to services of the SMS Bank as soon as possible.
- 4.4. In the event the Bank has received an application / notice from the Customer in accordance with the procedure prescribed in Paragraph 4.3 of the present Terms and Conditions, access to services of the SMS Bank shall be blocked until the Customer submits a written request to the Bank to unblock the access to services of the SMS Bank.

5. Obligations and liability

- 5.1. The Bank shall ensure availability of services of the SMS Bank round the clock (except for cases of interruptions due to preventive measures about which the Customer shall be informed in advance in the Internet Bank or the Bank's home page www.ribbank.com).
- 5.2. The Bank shall register the Customer and connect the account(s) stated by the Customer in the Agreement to the SMS Bank within one business day as of coming into force of the Agreement.
- 5.3. The Customer orders and the Bank undertakes to send information in the form of short messages from the SMS Bank to the phone number of the Customer in accordance with provisions of the Agreement.
- 5.4. The Bank is entitled to refuse to fulfil the obligations mentioned in Paragraph 5.3 in the event:
 - 5.4.1. the Customer fails to follow the Terms and Conditions and the Agreement;
 - 5.4.2. the money resources available in the accounts are not sufficient for fulfilment of obligations mentioned in Paragraph 5.3 and for payment for the provided services.
- 5.5. By signing the Agreement, the Customer confirms that he/she is aware of and undertakes all and any risks connected with the use of SMS Bank, including the risk that it is possible for third persons to obtain information about the Customer via the SMS Bank without his/her consent. The Bank is liable solely for direct losses incurred by the Customer due to deliberate action or gross negligence of the Bank.
- 5.6. The Customer is obliged:

- 5.6.1. to ensure that there are enough money resources in the accounts for payment for services provided by the Bank;
- 5.6.2. to check whether the performed transactions correspond to the Account Statement/ Summary at least once a month.
- 5.7. The Customer is obliged to ensure that the mobile phone using the Phone Number and the short messages received from the SMS Bank are not accessible to any third persons. In the event the mobile phone or SIM card of the telephone number is lost or stolen, the Customer is obliged to inform the Bank in order to suspend sending of short messages from the SMS Bank to the telephone number.
- 5.8. The Customer is responsible for:
 - 5.8.1. genuineness, preciseness, changes and completeness of information and data mentioned in the Agreement and provided in accordance with the Agreement;
 - 5.8.2. preciseness and completeness of orders;
 - 5.8.3. observation of the Agreement and the Terms and Conditions.
- 5.9. The Bank is not responsible for any damages incurred by the Customer:
 - 5.9.1. in the event the Customer has not observed the Agreement and the Terms and Conditions;
 - 5.9.2. due to activities of any third persons performed until the moment of blocking of the services of SMS Bank in accordance with the procedures prescribed in Paragraph 4.3 of the present Terms and Conditions;
 - 5.9.3. due to interruptions of means of communication and due to other reasons which are beyond the Bank's control;
 - 5.9.4. in the event the contents of short messages have been revealed to any third persons;
 - 5.9.5. in the event the connection number of the Customer provided by the mobile communications operator has been handed over or given to a third person and the Customer has not informed the Bank about it.
- 5.10. The Bank is not responsible for damages incurred by the Customer or any third persons due to sending of a short message from the SMS Bank to the respective telephone number in accordance with the provisions of the Agreement.
- 5.11. The Bank does not bear any responsibility for the quality of services provided by mobile communications operators.
- 5.12. Upon receipt of an application from the Customer, the Bank is obliged, within no later than one business day, to suspend sending of short messages from the SMS Bank. The Customer can suspend or resume sending of short messages from the SMS Bank by sending a short message from the telephone number to the service number of the SMS Bank stated by the Bank or by making modifications to the SMS Bank services parameters on the Internet Bank.
- 5.13. The Customer shall pay the Bank commissions for provision of services mentioned in the Agreement once a day according to the Price List. The Bank shall automatically deduct commissions for the use of SMS Bank during the stated period of time from the Account stated in the Agreement in accordance with the Price List. In the event there are not sufficient funds in respective Account for covering of the commissions, the Bank is entitled to deduct them from any other account of the Customer.
- 5.14. When establishing discrepancy between the balance of the Customer's account in accordance with the personal financial or accountancy data of the Customer and in accordance with the data of the SMS Bank, the Customer shall immediately inform the Bank about it in a written form or via the Internet Bank.

6. Termination of the Agreement

- 6.1. The Customer may unilaterally terminate the Agreement by submitting a written application to the Bank or by making modifications to the SMS Bank services parameters on the Internet Bank. Upon the receipt of such an application the Bank shall suspend the fulfilment of operations and deduct the commissions for services provided in accordance with Paragraph 5.13 of the Terms and Conditions until the moment of termination of the Agreement.

- 6.2. The Bank is entitled to unilaterally terminate the Agreement notifying the Customer in a written form or via the Internet Bank at least two months in advance.
- 6.3. The Bank is entitled to immediately and unilaterally terminate the Agreement without any prior notice and to block the Customer's access to the services of SMS Bank in the event:
 - 6.3.1. there are no sufficient funds in the Account stated in the Agreement to cover the commissions for the use of services of the SMS Bank for a period longer than 30 (thirty) calendar days after the payment deadline;
 - 6.3.2. the Customer has not used the services of the SMS Bank more than 6 (six) calendar months in a row;
 - 6.3.3. the Customer has violated the Terms and Conditions.
- 6.4. The Agreement shall be considered terminated in the event the agreements on the Accounts referred to in the Agreement are terminated.
- 6.5. Termination of the Agreement does not exempt the Customer from complete fulfilment of the obligations prescribed in the Agreement.

7. Amendments to the Agreement

- 7.1. The Bank is entitled to unilaterally amend or supplement the Terms and Conditions and the Manual notifying the Customer at least two calendar months prior to date of entry into force of the amendments or the supplements by placing the respective information in on the Bank's home page www.ribbank.com. If the Customer disagrees to the amendments or supplements proposed, he/she shall have the right to terminate the Agreement at any time and without any penalties being applied before the date when such amendments or supplements come into force, by sending the respective notification to the Bank and fulfilling his/her obligations under the Agreement. In the event the Customer does not submit the respective notification to the Bank before the date when respective amendments or supplements come into force, it shall be deemed that the Customer fully agrees to the amendments or supplements proposed.