

TERMS OF USE OF SMS NOTIFICATION SERVICE

1. TERMS USED IN THE REGULATIONS

Bank – AS “Industra Bank”, unified registration No.40003194988, registered office: Muitas iela 1, Riga, LV-1010.

Price list – List of service fees for services provided by the Bank and valid at the moment of providing such services (operations), available on <https://industra.finance/>.

Internet Bank – remote Customer service system of the Bank available on the website <https://industra.finance/>.

Amount of changes – the minimum amount of money the Customer receives SMS notification message about once the relevant transaction is made.

Customer – a natural or legal person, who has a current/ card account opened with the Bank and with whom the Agreement is concluded.

Account balance – balance of monetary funds in the Customer Account.

Credit to the account (Incoming transaction) – funds transferred to and/or cash deposited to the Customer Account.

Debit from the account (Outgoing transactions) – transfer of funds from the Customer Account to another account in the Bank or outside of it, as well as cash withdrawal from Customer Account.

Account – Customer current and/or payment account opened with the Bank.

Agreement – Agreement on the use of SMS notification service, concluded between the Bank and the Customer. Agreement consists of Terms of Use, Application and the Price List.

Parties – the Customer and the Bank together.

Terms of Use – Terms of use of SMS notification service, which are applicable to the relationship between the Bank and the Customer, and which are an integral part of the Agreement on the use of SMS notification.

Consumer – Customer-an individual to be considered as such in accordance with the Consumer Rights Protection Law of the Republic of Latvia.

Application – Customer’s application on the use of the SMS notification service, which shall become an integral part of the Agreement.

SMS notification service – SMS reporting service, containing financial information about any changes that occurred in the Customer’s Accounts connected to the SMS notification service and/or free informative notifications sent by the Bank.

Phone number – the Customer’s mobile phone number(s) specified in the Agreement that the Customer uses for receipt of the SMS reports.

2. GENERAL CONDITIONS

- 2.1. The Customer uses SMS notification service, in accordance with the applicable Terms of Use.
- 2.2. The Terms of Use determine the rights, obligations and responsibilities of the Bank and the Customer as the Parties.
- 2.3. The SMS notification service is available for the Customer of the Bank, whose mobile phone provides the function of receiving text messages. In cases when SMS notification service is provided by using the mobile phone number of the legal or authorised representative of the Customer, the SMS notification service is available only within the framework of the relevant authorisation period.

- 2.4. SMS notification message shall be deemed as received as of the moment, when the Bank sends a text message to the Customer, regardless of the fact, when the Customer actually receives it.
- 2.5. Information specified in the SMS notification message about the credit/debit (incoming/outgoing) operations performed in the Customer Account and/or the Account Balance is considered to be accepted, if the Customer has not notified the Bank within 24 hours after receipt of the text message on the non-compliance of SMS notification content in accordance with the procedure determined in Clauses 4.2.3- 4.2.4 of these Terms of Use.
- 2.6. The Customer shall pay the service fee for the use of the SMS notification service in accordance with the Price List.

3. CONCLUSION OF THE AGREEMENT

- 3.1. The Customer shall acquaint itself with the Terms of Use and the Price List.
- 3.2. The Customer or his/her representative, who is entitled to operate with monetary funds of the Customer, shall submit to the Bank the Application for the conclusion of the Agreement by personally appearing at any customer service places of the Bank or the Customer shall connect the SMS service in the Internet Bank.
- 3.3. The Customer shall specify in the Application one or several Accounts opened with the Bank that he/she wishes to connect to the SMS notification service.
- 3.4. The Customer shall specify the parameters of SMS notification messages in the Application, including:
 - 3.4.1. one or two Phone numbers for receiving SMS notification messages;
 - 3.4.2. Minimum amount for credit and debit (incoming and outgoing) operations;
 - 3.4.3. the need to reflect current account balance together with information about the operation;
 - 3.4.4. time intervals for receiving SMS notification messages that cannot be less than 1 hour and more than 23 hours per day-and-night;
 - 3.4.5. language of SMS notification messages.
- 3.5. The signing of the Application shall be regarded as the signing of the Agreement on receipt of the SMS notification service.
- 3.6. By submitting and signing the Application, the Customer confirms that:
 - 3.6.1. he/she is familiar with these Terms of Use, the Price List and undertakes to comply with them;
 - 3.6.2. he/she will use the SMS notification service in accordance with these Terms of Use and manual of the Internet Bank User;
 - 3.6.3. he/she will not use the SMS notification service to pursue illegitimate objections;
 - 3.6.4. he/she is informed that the Bank registers all messages sent as part of the SMS notification service and that these records shall be deemed as evidence of such messages being sent;
 - 3.6.5. he/she is informed that the Bank uses a third person - services provided by mobile operators - in order to provide the SMS notification service;
 - 3.6.6. assumes all and any risk related to the use of the SMS notification service, including the risk related to possibility for third persons to obtain Customer's financial information by use of SMS notification service, thus causing loss to the Customer, unless the loss caused to the Customer or any other harm has been caused as a result of gross negligence of the Bank.
- 3.7. The Agreement shall enter into force as of the moment, when the Bank has sent an informative notice about connection of the SMS notification service to the Phone Number(s) of the

Customer specified in the Application of the Customer, and it shall be in force until the time, when the Bank has sent an informative notice on disconnection of the SMS notification service to the Phone Number(s) of the Customer specified in the Application of the Customer. The legal address of the Bank shall be deemed as the place of conclusion of the service Agreement.

- 3.8. In case the Customer wishes to change the parameters specified in Clauses 3.3 and 3.4 of these Terms of Use, he/she shall submit to the Bank an Application on relevant amendments in accordance with the procedure determined in Clause 3.2 of these Terms of Use.

4. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

- 4.1. Rights, obligations and responsibilities of the Bank:

- 4.1.1. to register the Application of the Customer and Account(s) specified in the Application for SMS notification service not later than on the next day after registration of the above-mentioned Application with the Bank, as well as confirm the above-mentioned connection by sending an informative SMS to the Phone Number(s) specified in the Application of the Customer.
- 4.1.2. to ensure accessibility of the SMS notification service 24 hours per day-and-night, except the maintenance breaks, about which timely information shall be provided to the Customer. The Bank shall not bear any responsibility for accessibility of the SMS notification service and its disturbances due to actions of the mobile operators;
- 4.1.3. to send to the Customer the information in the form of SMS to the Phone Number specified by the Customer in the Application in accordance with provisions specified in the Application.
- 4.1.4. to write off the funds from the Customer Account to cover the service fee for SMS notification messages sent about credit/debit transactions without additional consent of the Customer once a month for all SMS notifications sent during the month. If the funds available in the Account are insufficient for the Bank to cover the service fee, the Bank shall have the right to deduct those from other Customer Accounts with the Bank, including performing currency conversion according to the exchange rate set by the Bank on the day of sending SMS notification;
- 4.1.5. to disconnect the SMS notification service:
- 4.1.5.1. on the basis of the Customer order submitted by the Customer in accordance with provisions of Clause 3.2;
- 4.1.5.2. upon expiration of the power of attorney of the authorised person of the Customer or change of the legal representative of the Customer, on the Phone Number of whom the SMS notification messages are sent to;
- 4.1.5.3. if the Customer Account is closed based on the order of the Customer or decision of the Bank, terminating cooperation with the Customer.

- 4.2. Rights, obligations and responsibilities of the Customer:

- 4.2.1. to become acquainted with the SMS notification sent by the Bank and check the correctness of its content (incoming/outgoing operations and account balance) immediately upon receipt;
- 4.2.2. to verify the compliance of the executed operations with the Account statement/ report;
- 4.2.3. when establishing any discrepancy between the operations performed in the Customer Account and/or Account Balance, in accordance with the personal financial records or accounting data of the Customer, and information contained in the SMS report, to inform the Bank on that immediately in one of the following ways:

- 4.2.3.1. by calling to the phone +371 67019393 to the Call Centre of the Bank on business days from 8.30 to 18.00, or in case of mismatch in the card accounts by calling to SIA Worldline Latvia via phone +371 67092555 at any time of the day;
- 4.2.3.2. by sending a message to the e-mail address info@industria.finance;
- 4.2.3.3. by submitting an informative letter to the Bank through the Internet Bank.
- 4.2.4. When informing the Bank in accordance with the procedure determined in Clauses 4.2.3.2 - 4.2.3.3 of these Terms of Use, the Customer shall provide the following data and information to the Bank:
 - 4.2.4.1. Customer identification data:
 - 4.2.4.1.1. if the Customer is a private person - the name and surname of the Customer and (if necessary) his or her authorised or lawful representative;
 - 4.2.4.1.2. if the Customer is a legal person - company name of the Customer and name and surname of the authorised representative.
 - 4.2.4.2. Customer Account number;
 - 4.2.4.3. Amount and currency of the transaction, where the discrepancy was detected;
 - 4.2.4.4. Phone number;
 - 4.2.4.5. Time of receipt of SMS notification message;
 - 4.2.4.6. Short description of the discrepancy.
- 4.2.5. To ensure unavailability of the mobile phone related to the Phone number and SMS notifications to third parties. In the event of loss or theft of the mobile phone related to the Phone Number(s) or SIM card, the Customer shall immediately contact the Bank in accordance with the procedure determined in Clause 4.2.3 of these Terms of Use in order to suspend the SMS notification service.
- 4.2.6. To ensure that there is sufficient amount of funds available in the Account for payment of service fee for SMS notification service, in accordance with the Price List.
- 4.2.7. To inform the Bank in case if the information submitted by the Customer has changed.
- 4.3. When providing SMS notification service to the Customer, the Bank shall not be responsible for losses of the Customer incurred in the following cases:
 - 4.3.1. if the Customer has revoked the power of attorney issued to the authorized person of the Customer or the lawful representative of the Customer has changed, on the Phone Number of whom the SMS notification service has been connected to and the SMS notification messages are sent to, and the Customer has failed to notify the Bank on that;
 - 4.3.2. The Customer has specified incorrect or incomplete mobile Phone Number, or has failed to notify the Bank on the change thereof;
 - 4.3.3. the Customer has not completed necessary settings, in accordance with the requirements determined by the mobile operators;
 - 4.3.4. mobile phone of the Customer is switched off or is out of coverage during receipt of the SMS notification service;
 - 4.3.5. the Customer's mobile operator does not provide text message (SMS) service;
 - 4.3.6. the Customer has failed to comply with these Terms of Use;
 - 4.3.7. the Customer has failed to inform the Bank in accordance with the procedure determined in Clause 2.5 of these Terms of Use about non-compliance of SMS notification content;
 - 4.3.8. unlawful actions of third parties have been made prior to blocking of SMS notification service;

- 4.3.9. communication disturbances and other interruptions or obstacles, being beyond the control of the Bank, have occurred;
 - 4.3.10. the content of the SMS notification message has become known to third parties due to circumstances not depending from the Bank;
 - 4.3.11. a connection number assigned by the mobile operator of the Customer has been given or assigned to any third person, and the Customer has not informed the Bank about it.
- 4.4. The Bank shall undertake to perform everything possible in order to provide the SMS notification service in proper quality, in accordance with the procedure determined in these Terms of Use. Taking into account the specifics of the service provided, the Bank shall not be responsible for losses caused to the Customer or inconveniences caused to the Customer due to damage or malfunction in the communication lines.
- 4.5. The Parties shall not be responsible for losses related to force majeure circumstances.

5. PERIOD OF VALIDITY AND TERMINATION OF THE AGREEMENT

- 5.1. The Agreement shall be concluded for an indefinite period.
- 5.2. The Customer may terminate the Agreement unilaterally by submitting an application to the Bank in accordance with procedure specified in Clause 3.2. After receipt of such application, the Bank shall terminate provision of the SMS service and terminate the Agreement not later than within 5 (five) working days, withholding the service fee for the provided services until the moment of termination of the Agreement.
- 5.3. If the Consumer has entered into the Agreement with the Bank and the Agreement is concluded by using Internet Bank, then the Consumer shall be entitled within 14 (fourteen) days after conclusion of the relevant Agreement to exercise the rights of withdrawal and to unilaterally withdraw from the Agreement. In case of use of the rights of withdrawal, the Consumer shall submit to the Bank the application on use of the rights of withdrawal by using the Internet Bank.
- 5.4. The Bank may terminate the Agreement unilaterally, without any additional warning, terminating cooperation with the Customer.
- 5.5. The Agreement shall be automatically deemed as terminated, if the relevant Account agreements are terminated.
- 5.6. Termination of the Agreement shall not exempt the Parties from fulfilment of obligations determined in the Agreement in full.

6. OTHER PROVISIONS

- 6.1. The Bank shall be entitled to unilaterally make amendments or supplements to the Terms of Use and Price List, by notifying the Customer on that before entry into force of changes or supplementations (in accordance with the provisions of the General Conditions), placing the relevant information at the Customer Service premises of the Bank, on the Internet Bank and on the website <https://industria.finance/>. The Customer shall be obliged to follow the information of the Bank on changes in the Terms of Use and Price List. If the Customer has not submitted to the Bank a notification on termination of the Agreement until the day of entry into force of changes or supplements, the Parties shall consider that the Customer has agreed with such amendments or supplements.
- 6.2. Legal relations of the Customer and the Bank arising from the Agreement that are not stipulated in the Agreement shall be governed by the General Transaction Conditions of the Bank as well as regulatory enactments of the Republic of Latvia.

- 6.3. In case of disputes or uncertainties in relation to the SMS notification service, they shall be settled by negotiations. A precondition for settling the dispute shall be submission of the written complaint of the Customer.
- 6.4. In case of failure to reach a settlement by negotiations, the dispute with the Customer, which is not a Consumer, shall be settled by the Arbitration Court of the Association of Commercial Banks of Latvia, in accordance with the Articles of Association, Rules and Regulations of the Arbitration Court regarding expenses of the Arbitration Court of the Association of Commercial Banks of Latvia. The ruling of the Arbitration Court shall be final, not subject to appeal and mandatory to the Parties. The number of arbitrators shall be one. The language of the arbitration shall be Latvian. The Parties shall instruct the Chairman of the Arbitration Court of the Association of Commercial Banks of Latvia to appoint the arbitrator. The dispute with the Customer, who is a Consumer, shall be settled by the competent court of the relevant jurisdiction in accordance with regulatory enactments of the Republic of Latvia.