

## TERMS OF USE OF SMS NOTIFICATION SERVICE

### 1. TERMS USED IN THE REGULATIONS

**Bank** – AS “Industra Bank”, unified registration No.40003194988, registered office: Muižas iela 1, Rīga, LV-1010. SWIFT/BIC: MULTLV2X, website: [www.industra.finance](http://www.industra.finance), e-mail: info@industra.finance. The Bank has been granted a license for credit institution operations. The activities of the Bank are supervised by Latvijas Banka, address: K. Valdemāra iela 2A, Rīga, LV-1050, website: [www.bank.lv](http://www.bank.lv).

**Price list** – List of service fees for services provided by the Bank and valid at the moment of providing such services (operations), available on [www.industra.finance](http://www.industra.finance).

**Internet Bank** – remote Customer service system of the Bank available on the website [www.industra.finance/](http://www.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, deemed to be automatically concluded between the Bank and the Customer at the moment when the Bank accepts the Application. 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 of the use of SMS notification service.

**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 changes in the Customer’s Accounts connected to the SMS notification service and/or free informational messages sent by the Bank.

**Phone number** – the Customer’s mobile phone number(s) specified in the Agreement, used to receive the SMS notification service.

### 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 mutual legal relations, obligations, and responsibilities of the Bank and the Customer as the Parties.

- 2.3. The SMS notification service is available to a Customer of the Bank whose mobile phone supports the receipt of text messages. Where SMS notification service is provided using the mobile phone number of the Customer's legal or authorised representative, it shall only be available for the duration of the respective authorisation.
- 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. If the Customer identifies a discrepancy in the information specified in the SMS notification message regarding the credit/debit (incoming/outgoing) transactions performed in the Customer's Account and/or the Account balance, the Customer must immediately notify the Bank thereof, in accordance with the procedure set out in Clauses 4.2.3- 4.2.4 of the Terms of Use.
- 2.6. The fee for using the SMS notification service is applied in accordance with the valid Price List.

### **3. CONCLUSION OF THE AGREEMENT**

- 3.1. The Customer shall acquaint itself with the Terms of Use and the valid 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 by personally appearing at any customer service places of the Bank or by submitting to the Bank by e-mail the Agreement signed with a secure electronic signature, 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 each Account to be used for the SMS notification messages;
  - 3.4.2. the minimum transaction amount for credit and/or debit (incoming/outgoing) transactions triggering the sending of an SMS;
  - 3.4.3. the need to display the current Account Balance together with the transaction information;
  - 3.4.4. if necessary, the time interval during which the SMS notification messages should be received (not shorter than 1 hour and not longer than 23 hours per 24 hours );
  - 3.4.5. the language of SMS notification messages.
- 3.5. Signing the Application is considered the conclusion of the Agreement on the use of the SMS notification service.
- 3.6. By signing and submitting the Application, the Customer confirms that:
  - 3.6.1. they have read the Terms of Use, the Price List and undertakes to comply with them;
  - 3.6.2. they will use the SMS notification service in accordance with the Terms of Use and the Internet Bank User Guide;
  - 3.6.3. they will not use the SMS notification service for illegal purposes;
  - 3.6.4. they are informed that the Bank records all messages sent within the SMS notification service and such records are considered proof of sending;
  - 3.6.5. they are informed that the Bank uses a third person - services provided by mobile operators - in order to provide the SMS notification service;
  - 3.6.6. they assume full responsibility for the risks associated with the use of the SMS notification service, including possible losses caused by third persons access to the Customer's financial information contained in the SMS notification, unless such losses or other harm were caused by the Bank's gross negligence of.

- 3.7. The Agreement enters into force when the Bank sends an informational notification about the activation of the SMS notification service to the Phone Number(s) specified in the Application of the Customer and remains valid until the Bank sends an informational notification about the deactivation of the SMS notification service. The place of conclusion of the Agreement is considered the Bank's legal address.
- 3.8. If the Customer wishes to change the parameters specified in Clauses 3.3. and 3.4., the Customer submit a new Application to the Bank in accordance with the procedure set out in Clause 3.2 of the 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 Customer's Application and connect the Account(s) specified in the Application to the SMS notification service no later than on the next working day after its registration with the Bank. An informative SMS will be sent to the Customer's Phone Number(s) specified in the Application regarding the connection.
  - 4.1.2. to ensure availability of the SMS notification service 24 hours a day, except for preventive interruptions, about which the Customer will be informed in advance. The Bank is not responsible for access disruptions caused by mobile operators;
  - 4.1.3. to send information to the Customer in the form of messages to the Phone Number specified in the Application, in accordance with the conditions indicated therein.
  - 4.1.4. to debit, without prior agreement with the Customer, once a month from the Customer's Account a fee for the sent SMS notifications, in accordance with the Price List. If there are insufficient funds in the said Account, the Bank has the right to debit the amount from other Customer's accounts with the Bank, including by performing currency conversion at the Bank's exchange rate effective on the date of sending the SMS notification;
  - 4.1.5. to disconnect the SMS notification service in the following cases:
    - 4.1.5.1. on the basis of the Customer's written instruction in accordance with provisions of Clause 3.2;
    - 4.1.5.2. if the Customer Account is closed at the Customer's request or by the Bank's decision to terminate cooperation with the Customer.
  - 4.1.6. The Bank has the right to disconnect the SMS notification messages if the Bank becomes aware that the authorization term of the Customer's authorized person has expired or the legal representative has changed, to whose Phone Number the SMS notification messages are sent;
- 4.2. Rights, obligations and responsibilities of the Customer:
- 4.2.1. Immediately after receiving each SMS notification, to verify the information provided therein regarding incoming/outgoing operations and Account balance;
  - 4.2.2. to verify the compliance of the executed operations with the Account statement/ report;
  - 4.2.3. if a discrepancy is found between the operations performed in the Customer Account and/or Account Balance according to the Customer's personal financial records or accounting data and the information contained in the SMS report, to immediately inform the Bank in one of the following ways:
    - 4.2.3.1. by submitting a message in the Internet Bank.
    - 4.2.3.2. by sending a message to the e-mail: [info@industria.finance](mailto:info@industria.finance);
    - 4.2.3.3. by calling the Bank's Call Centre phone +371 67019393 on working days from 8.30 to 17.30, or, in case of discrepancies in card accounts, by calling to SIA "Worldline Latvia" at phone +371 67092555 at any time of the day or night;

- 4.2.4. When providing information to the Bank in accordance with the procedure determined in Clauses 4.2.3.1 – 4.2.3.2., to include the following data and information:
  - 4.2.4.1. Customer's identification data:
    - 4.2.4.1.1. if the Customer is a natural 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 that the mobile phone and its associated Phone number are not accessible to third parties. In case of loss of the mobile phone (including theft), to immediately contact the Bank in accordance with the procedure determined in Clause 4.2.3 of the Terms of Use in order to suspend the SMS notification service.
- 4.2.6. To ensure sufficient funds in the Account to cover the SMS notification service fee in accordance with the Price List.
- 4.2.7. To inform the Bank of any changes in the submitted information.
- 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 for receiving SMS 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 the possibility to receive SMS;
  - 4.3.6. the Customer has not complied with the Terms of Use;
  - 4.3.7. the Customer has not informed the Bank of the discrepancy in the SMS notification content in accordance with the procedure determined in Clause 2.5 of the Terms of Use;
  - 4.3.8. until the moment of blocking of SMS notification service, the mobile phone and its associated Phone number were accessible to third parties;
  - 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 notification message has become known to third parties due to circumstances not depending on the Bank;
  - 4.3.11. the Phone 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 provides the SMS notification service with proper quality in accordance with the procedures specified in the Terms of Use. Given the specifics of the service provided, the Bank is not responsible for the losses incurred by the Customer or inconveniences caused if they were to communication line damage or operational disturbances.
- 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 is concluded for an indefinite period.
- 5.2. The Customer has the right to unilaterally terminate the Agreement by using the Internet Bank or by submitting to the Bank in accordance with procedure specified in Clause 3.2. Upon receipt of such application, the Bank terminates the provision of the SMS service and terminate the Agreement not later than within 5 (five) working days. The Bank has the right to charge a fee for the provided services until the termination of the Agreement.
- 5.3. If the Customer is a Consumer and the Agreement has been concluded remotely using the Internet Bank, then the Consumer has the right to exercise the right of withdrawal within 14 (fourteen) days after conclusion of the Agreement and to unilaterally withdraw from the Agreement. In case of exercising the right of withdrawal, the Consumer must submit an application to the Bank by using the Internet Bank.
- 5.4. The Bank has the right unilaterally terminate the Agreement without prior notice if a decision is made to terminate cooperation with the Customer.
- 5.5. The Agreement is deemed automatically terminated if the respective Account agreements are terminated.
- 5.6. Termination of the Agreement does not release the Parties from full performance of obligations under the Agreement.

## **6. OTHER PROVISIONS**

- 6.1. The Bank has the right unilaterally make amendments or additions to the Terms of Use and Price List. The Customer will be informed about changes before they come into effect in accordance with the provisions of the General Business Terms and Conditions. Information about the changes will be available at the Bank's Customer service locations, published in the Internet Bank and on the website [www.industra.finance](http://www.industra.finance). The Customer's duty is to follow the information provided by the Bank about changes in the Terms of Use and Price List. If the Customer has not submitted a notification of termination of the Agreement to the Bank before the effective date of the amendments, it will be deemed that the Customer has agreed the changes.
- 6.2. The legal relations arising from the Agreement between the Customer and the Bank, which are not stipulated in the Terms of Use, are governed by the General Business Terms and Conditions of the Bank and the laws of the Republic of Latvia.
- 6.3. Any disputes or uncertainties arising from the Terms of Use and related to the SMS notification service shall first be resolved through negotiations. A prerequisite for dispute resolution is the submission of a written claim by the Customer.
- 6.4. If it is not possible to resolve disagreements through negotiations:
  - 6.4.1. Disputes with a Customer who is not a Consumer shall be settled by the Arbitration Court of the Association of Commercial Banks of Latvia in accordance with its statutes, Rules of procedure and expense regulations. The decision of the Arbitration Court is final, not subject to appeal and mandatory to the Parties. Number of arbitrators - one. The language of the arbitration proceedings - Latvian. The arbitrator shall be appointed

by the Chairman of the Arbitration Court of the Association of Commercial Banks of Latvia.

- 6.4.2. Disputes with a Customer who is considered a Consumer shall be settled in the court of the relevant jurisdiction in accordance with the laws of the Republic of Latvia.