



OP Corporate Bank plc Latvia Branch

**TERMS AND CONDITIONS OF THE ELECTRONIC
SERVICES AGREEMENT**

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1 DEFINITIONS

Account means the Customer's current account or several accounts with the Bank connected to the NetBank and/or Phone Bank, and specified under the Section "Connecting E-User" of the Agreement.

Account Information Service (AIS) means an online service provided by the Third Party Service Provider whereas a consolidated information about the Accounts is provided, if the Customer has agreed to this in writing.

Agreement means the Electronic Services Agreement (form) concluded between the Customer and the Bank and Terms and Conditions of Electronic Services Agreement.

Bank means OP Corporate Bank plc (registration number: 0199920-7; legal address: Gebhardinaukio 1, 00510, Helsinki, Finland), which is represented in Latvia by OP Corporate Bank plc Latvia Branch (unified registration number: 40103212230; registered address: Muižas iela 1, Rīga, LV-1010, Latvia).

Banking Day shall mean any working day in Latvia, when the Bank provides financial services. For currency exchange Transactions and other Transactions with currency exchange, the Banking Day shall mean any working day in Latvia and Finland, when the Bank provides financial services.

Code Calculator means a Means of Identification that are applied by the E-User to connect to the NetBank and to accept Payments or to perform other operations via the NetBank. The E-User can order the new Code Calculator in the NetBank or in person at the Bank.

Customer means a corporate entity, a partnership or other analogue entity to whom the Bank is providing services in accordance with the Transaction or having applied for receipt of services in the Bank; if the Transaction refers to the branch or representative office, the Customer to which the concluded Transactions are binding shall be deemed to be the principal company of the appropriate branch or representative office.

E-User means a natural person that the Customer has specified under the Section "Connecting E-User" of the Agreement that has access to the NetBank, by using the Means of Identification, and that the Customer has authorized to make Payments or other Transactions in the NetBank in accordance with the E-User Rights in E-channels assigned to him.

E-User Agreement shall mean an agreement signed between each E-User and the Bank, where E-User data, User Name and other conditions, if any, are specified.

E-User Rights in E-channels mean the mode of using the NetBank in which the E-User can make Payments or other Transactions, in accordance with options of the mode of use granted to him.

General Terms and Conditions mean the Bank's General Terms and Conditions published on the Homepage.

Initial PIN of Code calculator means the combination of digits assigned by the Bank that shall be entered by the E-User when connecting to the NetBank for the first time with the Code Calculator. The Initial PIN of Code Calculator must be changed to another one at the first time of using the NetBank.

Limit means the maximum amount allowed for each E-User specified under the Section "Connecting E-User" of the Agreement, within the limits of which the E-User shall be entitled to debit the Account by submission of the Payment orders. The Limit may be fixed for the Payments per single day, the Payments per month, or for a single transaction.

Means of Identification shall mean User Name, Code Calculator, PIN code of the Code Calculator, login codes and Transaction approval codes generated by Code Calculator and Smart ID, login codes and Transaction approval codes generated by Smart ID, Phone Bank Password and other identifiers and other identifiers and/or measures the creation or use of which is provided by Bank issued tools to the E-User or other tools issued to the E-User by other persons acceptable to the Bank.

NetBank shall mean a remote control system of current account, which is available to the Customer via the Internet. The NetBank can be accessed by using the hyperlink: <https://www.opbank.lv/netbank>

Party means the Customer and the Bank, each individually, and the **Parties** shall mean the Customer and the Bank collectively.

Payment means any payment carried out by the E-User via NetBank on behalf of the Customer.

Payment Initiation Service (PIS) means an online service provided by the Third Party Service Provider, where the Payment initiated on behalf of the Customer by the Third Party Service Provider, if the Customer has agreed to this in writing.

Phone Bank means a service that enables making Transactions by communicating with the operator via phone communications. The Phone Bank is available by calling the operator to telephone number +371 67804868 during working hours of the Banking Day defined by the Bank.

Phone Bank User means a natural person authorized by the Customer who is entitled to use the Phone Bank. The Phone Bank User can also be the NetBank E-User.

Phone Bank Password is a combination of Arabic numerals and/or Latin alphabet letters attached to the User Name that is used to identify Phone Bank's User.

Price List shall mean the price list for services defined by the Bank and valid at the moment, specifying the payment required by the Bank for specific services offered by the Bank and which may be amended under the procedure specified by the General Terms and Conditions.

Signature Formula determines signatory powers of E-Users for registration, approval and authorization of Payment orders. For E-Users with Signature Formula Registrar, Approver and Authorizer any E-User Rights in E-channels can be assigned. Signatory powers are divided into following levels:

- (i) **Signature Formula Registrar** – registration level, no Limits are defined. Registered (prepared) Payments are saved in the list of non-authorized Payments. Entry of a code from the Code Calculator is not required for registration of Payments. Registration of Payments can be done by NetBank E-User except for the case when registration rights are mandatory which is indicated by the symbol “*” at the Signature Formula in the Agreement. If registration rights are set as mandatory, Payments approvers and authorizers cannot register (prepare) Payments by themselves. If signature rights Registrar are set as mandatory for at least one E-User, these signature rights are mandatory also for all other E-Users with the same Signature Formula.
- (ii) **Signature Formula Approver** – approval level, no Limits are defined. After approval the Payment is ready for authorization. In order to approve the Payment it is required to enter a code from the Code Calculator. The approval level can be or not be defined. If approval rights are set as mandatory, which is indicated by the symbol “*” at the Signature Formula in the Agreement, approvers of the Payments cannot register (prepare) Payments themselves and approve them before authorization. If signature rights Approver are set as mandatory for at least one E-User, these signature rights are mandatory also for all other E-Users with the same Signature Formula. The Customer can define obligatory number of approvers – Approver, 2 Approvers or 3 Approvers, where respectively one, two or three approvers are required for approval of the Payment. Minimal number of approvers required for particular Payment depends on the Signature Formula of the first approver (if the first approver is with Signature Formula 2 Approvers, two approvers are required, one of them can be also Authorizer; if the first approver is with Signature Formula Approver, the Payment can be approved by one E-User).
- (iii) **Signature Formula Authorizer** – authorization level with defined Limits for one transaction, a day Limit and month Limit. After authorization of the Payment it is sent to the Bank for processing. In order to authorize the Payment it is required to enter a code from the Code Calculator. When cancelling the Payment, the Limit shall not be restored. The Customer can define obligatory number of authorizers – Authorizer, Authorizer 1, Authorizer 2 or Authorizer 3, where respectively one, two or three authorizers are required for authorization of the Payment within the defined Limit. Minimal number of authorizers required for particular Payment depends on the Signature Formula of the first authorizer (if the first authorizer is Authorizer 2, two authorizers are required, one of them can be also Authorizer 1; if the first authorizer is Authorizer or Authorizer 1, the Payment can be authorized by one E-User). In order to authorize the Payment successfully, the one transaction Limit of each authorizer should be equal or larger than the Payment amount. In case the Payment has been authorized by an E-User with Signature Formula Authorizer 1, Authorizer 2 or Authorizer 3 and insufficient one transaction Limit, final authorization by another E-User with Signature Formula Authorizer 1 or Authorizer and sufficient one transaction Limit is required. If the Payment has been authorized by an E-User with Signature Formula Authorizer and insufficient one transaction Limit, such Payment cannot be authorized via NetBank.
- (iv) **Signature Formula Administrator Limited** – specially created Signature Formula for E-User management without possibility to register, approve or authorize Payments. This E-User does not have an access to Payment section in NetBank. This Signature Formula allows for the E-User to change Limits of other E-Users. If there are defined limits for Administrator Limited, it is allowed to change limits for other E-users within the Limits defined to the Administrator Limited itself. If there are not defined limits for Administrator Limited, it is allowed to change Limits for other E-users without any restrictions.

Smart ID shall mean Means of Identification used by the E-User to connect to the NetBank and confirm payments or make other operations in the NetBank. Smart ID service is provided by SK ID Solutions AS (registration number: 10747013; legal address: Pärnu mnt 141, Tallinn, Estonia) or any other successor of its rights and obligations according to the its rules acceptable to the Bank (<https://www.smart-id.com/lv/>).

Terms and Conditions of Electronic Services Agreement shall mean these Terms and Conditions of Electronic Services Agreement.

Third Party Service Provider means a company licensed according to the requirements stated by the Law, that provides Payment Initiation Services and/ or Account Information Services.

Transaction shall mean any transaction the Customer has made via the NetBank or via the Phone Bank.

User Name means the E-User identifier specified in the Agreement assigned by the bank to the E-User and applied by the E-User to connect to the NetBank and to use the Phone Bank.

Website means the Bank's website www.opbank.lv.

2 GENERAL

2.1. These Terms and Conditions of Electronic Services Agreement are binding on the E-User from the moment when the E-User has signed E-User Agreement. Notwithstanding the above, the Customer shall be held responsible for all Payments and any other E-User's Transactions and activities that are conducted via the NetBank or via the Phone Bank.

2.2. In matters not covered by the Terms and Conditions of the Electronic Services Agreement such as amendments to the Terms and Conditions of Electronic Services Agreement, replacement of non-applicable provisions, applicable law, language of the Terms and Conditions of Electronic Services Agreement, et al., the Parties shall be guided by the General Terms and Conditions.

2.3. With regard to Payments made via the NetBank (including commencement of Payments, provision of information on the Payments made to the Customer, rights and obligations of the Bank and of the Customer, et al.) the General Terms and Conditions shall apply.

3 USE OF NETBANK AND PHONE BANK

3.1. The NetBank and Phone Bank shall be connected within 1 (one) Banking Day from the date of the Agreement.

3.2. For using the NetBank, the E-User Name, Code Calculator and Initial Password of Code Calculator shall be issued by the Bank to the E-User.

3.3. For using the Phone Bank E-User shall submit Phone Bank Password application.

3.4. By signing the Agreement, the Customer acknowledges that it has also received one copy of the Terms and Conditions of Electronic Services Agreement. The Customer must ensure that all the E-Users get acquainted with the provisions of the Terms and Conditions of Electronic Services Agreement and General Terms and Conditions as well as comply with the same, when using the NetBank and/or Phone Bank.

3.5. The E-User identification and entering into Transactions via the NetBank shall be carried out on the basis of the Means of Identification. If several Customer Accounts are attached to one E-User, then by using the Means of Identification the E-User can access all the Customer Accounts attached to him.

3.6. The E-User utilizes the NetBank in accordance with the E-User Rights assigned to him by the Customer and specified in the Agreement. All E-Users have an access to NetBank's sections "Settings", "Bank messages" and "Currency exchange rates". In addition to these basic E-User Rights in E-channels extra E-User Rights in E-channels may be granted to E-Users:

- 3.6.1. "Summary" – allows E-user to see section "Summary" where it is possible to see Accounts balances, Loans and other information
- 3.6.2. "Account statement" – allows E-user to prepare/read/view Account Statements;
- 3.6.3. "Salary payment single transaction view" – allows E-User to see Salary Payments and get detailed information about beneficiaries and paid amounts. Other E-Users have access only to consolidated payment view;
- 3.6.4. "Payments" – allows E-User to create, read, update, delete information about Payments, make file import/ export, create, read, update and delete defined Payments. Rights to approve Payments are executed in accordance with chosen Signature Formula. This E-User Right allows to make changes to Payments that are made by E-User itself;
- 3.6.5. "Salary payments"- allows E-User to create and save salary payment list, to see detailed information about beneficiaries and paid amounts, as well as import consolidated Payment file. Other E-users have access only to consolidated information about consolidated amount;
- 3.6.6. "Currency exchange" – allows E-User to make currency exchange Transactions;
- 3.6.7. "View and change payments made by another user" – allows E-User to access Payments prepared, approved and sent to the Bank by other E-User. If this profile is not granted to E-User, E-User has an access only to Payments prepared by E-User itself;
- 3.6.8. "Loans" – allows E-User to access summary about overdrafts made available by the Bank as well as allows E-user to access information about Credits granted by the Bank and future payments;
- 3.6.9. "Deposits" – allows E-User to access summary about concluded term deposit agreements/placed deposits;
- 3.6.10. "Standing orders" – allows E-User to create, save, change and delete standing orders;
- 3.6.11. "Administrator" – allows E-User to manage other E-User's access rights, set E-User Rights in E-channels for using NetBank. In order to change Administrator's E-User Rights in E-channels, Signature Formula or Limits, the Customer shall contact the Bank.
- 3.6.12. "AIS/Account list and details", "AIS/Salary payment single transaction view", "AIS/Transaction list and details" - allow E-User to see the respective information, by using the services provided by the Third Party Service Provider. In order to receive the E-User access rights mentioned in this sub-clause, the Customer shall submit the respective application to the Bank.
- 3.6.13. "PIS/Payments", "PIS/Salary payments", "PIS/Standing orders", "PIS/View and change payments made by another user" – allow E-User to initiate the respective Payment, by using the services provided by the Third Party Service Provider. In order to receive the E-User access rights mentioned in this sub-clause, the Customer shall submit the respective application to the Bank.

3.7. When providing information or entering into Transactions by phone, the Bank identifies the Phone Bank User according to the NetBank User Name assigned to the E-User, given name and last name of the Phone Bank User, as well as Phone Bank's Password. In addition to the above mentioned, the Bank shall be entitled to request from the Phone Bank User other data (serial number of Code Calculator, Customer's name, registration number, Account number, or other data identifying the Customer or the Phone Bank User), which the Bank deems as sufficient means of recognition of the Phone Bank User.

3.8. The Bank shall be entitled to set the range of services to receive by phone, whereby the Phone Bank User in addition to the data referred to in Clause 3.7 of the Terms and Conditions of Electronic Services Agreement shall send a message to the Bank via the NetBank.

3.9. The Customer authorizes the Phone Bank Users to receive information from the Bank over the phone and/or to enter into Transactions via the Phone Bank, by submitting to the Bank an application in the form defined by the latter, specifying the Phone Bank User and his permitted types of Phone Bank services.

3.10. Upon identification of the Phone Bank User in accordance with requirements of Clause 3.7 and 3.8 of the Terms and Conditions of Electronic Services Agreement, the Bank shall be entitled:

3.10.1. to provide information on the balance and Transactions carried out with the Account, as well as other information related to the Customer;

3.10.2. to accept the currency exchange orders notified by the Phone Bank User via phone, and to enter into appropriate currency exchange Transaction with the Customer;

3.10.3. to block the NetBank.

3.11. Without undertaking identification of the Phone Bank User according to the NetBank User Name assigned to the E-User and serial number of Code Calculator, but identifying the Phone Bank User in accordance with other data (Clause 3.7 of the Terms and Conditions of Electronic Services Agreement), the Bank shall be entitled:

3.11.1. to provide general information about the Bank's products and services;

3.11.2. to accept proposals and complaints of the Customer;

3.11.3. to block access to the Phone Bank;

3.11.4. to block the NetBank if the reason for blocking is loss of the Code Calculator.

3.12. The E-User may not utilize the NetBank or the Phone Bank for illegal activities or in a form that could harm the Bank or third parties involved in the Payments' execution process.

4 TECHNICAL AND SAFETY REQUIREMENTS

4.1. The Bank shall publish the technical and safety requirements for the use of the NetBank on its Homepage. The Customer and the E-User is obliged to get acquainted with the said requirements and to comply with the same.

4.2. The Means of Identification are considered to be confidential information that the E-User and the Bank shall not disclose to any third party and shall prevent possibilities for third parties to become aware of it. The E-User shall keep the Means of Identification safe, as well shall regularly change/update the Code Calculator's Password. E-User Name and Code Calculator's PIN code must not be kept together with the Code Calculator.

4.3. The E-User shall immediately notify the Bank in writing or in compliance with provisions of Clause 3.10 and/or Clause 3.11 of the Terms and Conditions of Electronic Services Agreement - by phone, if:

4.3.1. the Code Calculator is lost, stolen or otherwise misappropriated;

4.3.2. the User Name, Password has become known to a third party, or if it is suspected that they might become known to a third party;

4.3.3. unauthorized use of the Phone Bank and/or the NetBank has taken place or the E-User suspects that this might happen.

4.4. Each E-User's notification resulting in an approach to the NetBank or the Phone Bank being locked, will be recorded and stored in accordance with the applicable laws and regulations. Such record serves as proof of basis for blocking of the NetBank or the Phone Bank.

4.5. If the Bank has received E-User's notification on cases referred to in Clause 4.3 of the Terms and Conditions of Electronic Services Agreement, as well as if the E-User makes a mistake 5 (five) times in a row when entering the code from the Code Calculator or Code Calculator's Password, and/ or providing incorrect data when authorizing in the Phone Bank, or under other conditions defined by the issuer of creation and use of the Means of Identification, access to the NetBank/ Phone Bank is blocked until the Bank unblocks access to the NetBank/

Phone Bank according to the order stated by the Bank on the basis of an appropriate application or notification from the Customer.

4.6. The Customer agrees that the Bank shall be entitled to record information (including conversations), which is transferred via the Phone Bank, and to use these records to substantiate and prove the services being provided.

5 TRANSACTIONS VIA NETBANK OR VIA PHONE BANK

5.1. The Parties agree that each Payment launched by E-User via the NetBank, confirmed by the relevant code from the Code Calculator or Smart ID and sent to the Bank shall be considered as the Customer's approved (authorized) Payment. The Customer agrees that such a Payment has the same legal effect as a Payment order in paper form submitted by the Customer. All the Payments executed via the NetBank carried out via Means of Identification and other executed Transactions are considered valid and binding to the Customer, and the Bank shall execute them.

5.2. The E-User shall follow the Payment amounts on a regular basis and ensure that the Payments do not exceed the Limits. The Limit available to the E-User is displayed in the NetBank while making the Payment.

5.3. If the E-User makes the Payment in a currency other than the Limit currency, in order to assess whether such a Payment does not exceed the Limit, the Payment amount is recalculated to the Limit currency in accordance with the exchange rate fixed by the Bank.

5.4. In addition to cases of non-execution of the Payments specified by Section "Terms and Conditions of Payments" of the General Terms and Conditions, Payment shall not be executed if the Payment amount exceeds the Limit fixed for the E-User.

5.5. The Bank shall be entitled to debit from the Account the annual fee for the use of NetBank and/or Phone Bank, other commissions, Payments amounts and any other amounts that the Customer has to pay to the Bank in accordance with the Agreement and the Price List.

5.6. The Bank shall be entitled to set the maximum amount for any type of Transaction which the E-User can perform via the NetBank. The Bank shall place information about such Transactions and maximum amounts on the NetBank. In order to perform a Transaction the amount of which exceeds the amount for making the Transaction via the NetBank specified by the Bank, the E-User shall contact the Bank by phone.

5.7. The Bank shall be entitled to set the time for execution of the Transactions carried out via the NetBank or Phone Bank.

5.8. The Parties agree that notifications and/or orders delivered to the Bank over the phone by the Phone Bank Users who have been recognized in accordance with requirements of Clause 3.6 and 3.7 of the Terms and Conditions of Electronic Services Agreement, shall have the same force as the autographed notifications and/or orders executed in paper form. The Customer acknowledges such notifications and/or orders as binding to it.

5.9. The Bank shall be entitled to determine the types of Transactions that the Phone Bank User can make via the Phone Bank.

6 RIGHTS, OBLIGATIONS AND LIABILITY OF THE CUSTOMER AND OF THE E-USER

6.1. The Customer shall bear the responsibility for all the Transactions which are made via NetBank or Phone Bank in accordance with the Agreement. The Customer shall bear the responsibility for all the damages incurred by the Bank and/or any third parties in connection with the E-User carrying out Transactions via NetBank.

6.2. The E-User shall not exceed the Limits set for him. When using the NetBank or Phone Bank, the E-User shall comply with the safety requirements in accordance with these Terms and Conditions of Electronic Services Agreement.

6.3. The E-User should take due care for the Means of Identification and means of creation (codes) to be kept safely and not fall into the hands of third parties, as well as the E-User shall take due care to protect the mobile device on which the Smart ID is installed and shall take all necessary steps for the safe use and storage of this mobile device.

6.4. The Customer shall notify the E-User about his rights and obligations relating to the performance of Transactions via NetBank or Phone Bank. The Customer shall be held responsible for fulfilment of the E-User's obligations specified by these Terms and Conditions of Electronic Services Agreement.

6.5. The Customer shall be held fully responsible for any Transactions that are made via NetBank or Phone Bank, and the Customer is not entitled to require the Bank to pay for the damages in the case of an unauthorized Payment or other Transaction when:

6.5.1. the E-User has disclosed the User Name and/or PIN code of the Code Calculator, and/or given the Code Calculator to a third party;

6.5.2. any of the cases referred to in Clause 4.3 of the Terms and Conditions of Electronic Services Agreement has taken place and the Bank has not received notification of the E-User thereof under the procedure prescribed by the Terms and Conditions of Electronic Services Agreement;

6.5.3. the E-User has failed to comply with the security measures set forth by these Terms and Conditions of Electronic Services Agreement.

6.6. When choosing the Third Party Service Provider, the Customer must follow due diligence as to whether the Third Party Service Provider has an appropriate license, how clearly the Third Party Service Provider informs about the terms of the provision of the service, how the Customer data processing is carried out and what information on the reliability of the relevant service provider is available.

7 RIGHTS, OBLIGATIONS AND LIABILITY OF THE BANK

7.1. The Bank shall block access to the NetBank and/or Phone Bank in accordance with Clause 4.5 of the Terms and Conditions of Electronic Services Agreement also in the following cases:

7.1.1. any of cases referred to in Clause 4.3 of the Terms and Conditions of Electronic Services Agreement has taken place and the Bank has received notification of the E-User thereof under the procedure prescribed by the Terms and Conditions of Electronic Services Agreement;

7.1.2. if the Bank has a reason to suspect unauthorized use of the NetBank and/or Phone Bank or use thereof for fraud purposes;

7.1.3. there is an ongoing dispute about the E-User's right to perform Transactions (Customer's instructions with regard to the E-User Rights in E-channels are not clear or are contradictory, or due to another reason causing serious doubts for the Bank about the specific E-User's rights in E-channels);

7.1.4. the E-User infringes the Bank's instructions on the use of the NetBank or Phone Bank and does not comply with the safety requirements prescribed by these Terms and Conditions of Electronic Services Agreement.

7.2. The Bank shall be entitled to refuse the provision of information or the conclusion of a Transaction by phone, if it suspects that a third party is acting on behalf of the Phone Bank User, or for any other reason that the Bank considers being reasonable. The Bank is not liable for the damages and other additional costs incurred by the Customer, if the Bank is using its right under the provisions referred to in the present Clause.

7.3. Unless prohibited by the laws and regulations applicable to the Bank, the Bank shall immediately notify the Customer of the blocking of access to the NetBank and/or Phone Bank in the cases referred to in Clauses 7.1.2, 7.1.3 and 7.1.4. of the Terms and Conditions of Electronic Services Agreement.

7.4. The Bank shall not refund to the Customer the damages incurred by the latter in relation to unauthorized Payments due to loss, theft or other misappropriation of the Code Calculator, or, in case the E-User has failed to comply with the safety requirements and thus allowed for illegal misappropriation of the Code Calculator, or, if the User Name and PIN code of Code Calculator are kept together with the Code Calculator, or in case if the E-User has failed to comply with other provisions stated in Clause 6.3 of the Terms and Conditions of the Electronic Services Agreement.

7.5. The Bank shall not refund to the Customer the damages that have been incurred by the latter in relation to unauthorized Payments or other Transactions, where the Customer and/or the E-User themselves have acted unlawfully or on purpose (intentionally) or due to gross negligence has failed to comply with its/his obligations derived from the Terms and Conditions of Electronic Services Agreement and related to the use of the NetBank or Phone Bank.

7.6. The Bank shall refund to the Customer the damages incurred by the Customer in relation to unauthorized use of the NetBank or Phone Bank after the Bank has received a notice from the E-User of any of cases referred to in Clause 4.3 of the Terms and Conditions of Electronic Services Agreement, except in cases when the Customer and/or the E-User themselves have acted unlawfully.

7.7. The Bank shall not be responsible for or control the activities (services) of the Third Party Service Provider, nor shall the Bank assume any responsibility for any losses incurred by the Customer in connection with the services provided by the Third Party Service Provider.

7.8. The Bank shall have the right to deny access to the Account by the Third Party Service Provider, provided that such prohibition is justified on objective grounds in accordance with the Law.

7.9. The Bank shall have the right to provide information about the Customer and the Transactions made to the Payment Initiation Services providers and Account Information Services providers, used by the Customer.

8 TERMINATION OF THE AGREEMENT

8.1. The Customer shall be entitled to unilaterally terminate the Agreement, by notifying the Bank thereof 30 (thirty) calendar days in advance. In this case the Agreement shall be terminated under the condition that the Customer has fully paid to the Bank all its commissions and other amounts pertaining to the same in accordance with the Agreement.

8.2. The Bank shall be entitled unilaterally, without refunding any damages or additional expenses to the Customer, and without prior notice to terminate the Agreement immediately in the following cases:

8.2.1. the Customer and/or the E-User fails to properly comply with any obligation arising from the Agreement and fails to comply with the Terms and Conditions of Electronic Services Agreement;

8.2.2. the agreement on the opening and servicing of the Account concluded between the Customer and the Bank is terminated;

8.2.3. if the Agreement has to be terminated in accordance with an applicable law.

8.3. The Bank shall be entitled to terminate the Agreement unilaterally, by notifying the Customer thereof 30 (thirty) calendar days in advance if there has been any other event which, at the discretion of the Bank, constitutes sufficient grounds for termination of the contractual relationship with the Customer.

8.4. The Parties agree not to apply Paragraph 3 of Section 67 of the Law "On Payment Services and Electronic Money" establishing the two months' period for the Bank's advance notice of termination of the Agreement, towards mutual relationship between the Parties deriving from the Agreement.