



## Terms of Use of *Klix* Services

### 1. Terms Used and Their Interpretations

**1.1. Authenticator** – codes, passwords and other identifiers or actions, creation or use of which is possible when using the Authorisation Device, and which the Bank uses for authentication of the Registered Buyer and/or for authorization of the operations performed by the Registered Buyer in the *Klix* system.

**1.2. Authorisation Device** – the Registered Buyer's device, e.g., the Mobile Device, which the Company has approved, or software used for creation or use of the Authenticator.

**1.3. Biometric Authenticator** – the Authenticator based on a person's unique physical characteristics or properties, such as fingerprint or facial image, and it is registered in the Mobile Device.

**1.4. *Klix*** – a system used by the Unregistered Buyer/Registered Buyer for settlements with the Merchant when purchasing the Merchant's goods/services.

**1.5. *Klix* Profile** – a personalized workplace, which is identified according to the Registered Buyer's Telephone Number and which contains the Registered Buyer's identification information and personalized information for working with *Klix*. The information is available only to each Registered Buyer about himself/herself.

**1.6. Mobile Device** – a device operating on iOS11, Android 5.0 or higher version of the respective operating system, which has been registered by the Registered Buyer with the Company via the Mobile App.

**1.7. Mobile App** – the service available in the *Klix* mobile application for using *Klix* in the Mobile Device.

**1.8. Mobile Notification** – a type of notification, which is delivered to the Mobile Device via a mobile application in the form of a sound or text alert or emblem (push notification).

**1.9. Unregistered Buyer** – a natural person who purchases the Merchant's goods/services and uses *Klix* for settlements with the Merchant, but who has not created his/her *Klix* Profile.

**1.10. Terms** – the Terms of Use of *Klix* Services.

**1.11. Buyer** – the Unregistered Buyer and the Registered Buyer.

**1.12. Access Code** – a combination of digits, fingerprint, combination of forms or any other protection option available in the Mobile Device.

**1.13. PIN** – the Personal Identification Code, a 5-digit code created by the Registered Buyer and known only to the Registered Buyer to be used in the *Klix* system, which shall be entered to use *Klix* in the Mobile Device. Its can also be used to authorize the Registered Buyer's operations.

**1.14. Registered Information** – the information provided by the Registered Buyer to the Company during the creation of the *Klix* Profile or thereafter when using the *Klix* Profile, when the Registered Buyer buys something from the Merchants, and which contains the information required to complete the Registered Buyer's purchase at the Merchants.

**1.15. Registered Buyer** – a natural person who created the *Klix* Profile for using *Klix* for settlements with the Merchant.

**1.16. Registered Buyer's Unique Identifier** – the telephone number registered by the Registered Buyer in the *Klix* system. The Registered Buyer specifies the Registered Buyer's Unique Identifier to unambiguously identify himself/herself for use of *Klix* services.

**1.17. Company** – Joint Stock Company Citadele banka, reg. No. 40103303559, address: Republikas laukums 2A, Riga, LV-1010, Latvia.

**1.18. Telephone Number** – the telephone number provided by the Registered Buyer when creating the *Klix* Profile.

**1.19. Merchant** – a seller of goods and/or a service provider who has entered into an agreement on using *Klix* for settlements with the Company.

### 2. General Provisions

- 2.1. These Terms determine a procedure for using *Klix* services.
- 2.2. These Terms are mandatory for all Unregistered Buyers and Registered Buyers using *Klix* services. The Unregistered Buyer and the Registered Buyer fully agree to these Terms and agree to be bound by them as from the time the Unregistered Buyer approves prior to making a purchase at the Merchant or creating the *Klix* Profile.
- 2.3. Paragraph 4, Paragraph 8, Paragraph 10 as well as Paragraph 11 of the Terms shall take effect immediately and shall be binding on the Unregistered Buyer/Registered Buyer as soon as the Unregistered Buyer/Registered Buyer has downloaded the *Klix* application.
- 2.4. Using *Klix*, the Unregistered Buyer/Registered Buyer pays to the Merchant for the goods and/or services purchased using a payment card (VISA or MasterCard) issued to the Unregistered Buyer/Registered Buyer, which the Unregistered Buyer/Registered Buyer has the right to use and which bears the name and surname of the Unregistered Buyer/Registered Buyer.

### **3. Creation of the *Klix* Profile of the Registered Buyer**

- 3.1. Using *Klix* for settlements with the Merchant, the Unregistered Buyer may choose whether to save or not to save information on the purchases made via *Klix* so that repeated purchases can be made in the *Klix* system without re-entering the purchase information.
- 3.2. When the Unregistered Buyer chooses to save information in the *Klix* system, the Registered Buyer's *Klix* Profile is created.
- 3.3. Depending on whether the Registered Buyer has chosen to store information on one particular device and web browser (*Klix* Web Registered Buyer) or to download the Mobile App and create the *Klix* PIN (*Klix* App Registered Buyer), the *Klix* system is available for the Registered Buyer on the following levels, which determine the *Klix* functionalities and options available to the Registered Buyer:
  - 3.3.1. The auto-completion of the Registered Information is available to the *Klix* Web Registered Buyer only in one particular device and web browser. The auto-completion of a *Klix* form will not take place, if the Registered Buyer has deleted *Klix* cookies in the browser.
  - 3.3.2. The auto-completion of the Registered Information is available to the *Klix* App Registered Buyer in any device and browser using a confirmation in the Mobile App by the PIN or the Biometric Authenticator, if the Registered Buyer has activated the Biometric Authenticator in the Mobile Device and Mobile App. The history of purchases made by the Registered Buyer via *Klix* is available to the *Klix* App Registered Buyer in his/her Mobile App.
- 3.4. To become the *Klix* Web Registered Buyer, the Unregistered Buyer shall do the following:
  - 3.4.1. when purchasing something from the Merchant using a *Klix* form for processing the purchase, he/she shall specify the requested information:
    - 3.4.1.1. the Unregistered Buyer's Telephone Number;
    - 3.4.1.2. the Unregistered Buyer's name and surname;
    - 3.4.1.3. the Unregistered Buyer's e-mail;
    - 3.4.1.4. other information, if requested;
  - 3.4.2. specifies the information requested by the Merchant on delivery of the goods or a place of provision of services, if such information is requested;
  - 3.4.3. enters information on the Unregistered Buyer's payment card, which he/she intends to use for purchasing from the Merchant;
  - 3.4.4. reads the Terms of Use of *Klix* Services and confirms that he/she agrees with these Terms;
  - 3.4.5. confirms that he/she agrees with the Terms of Use of the respective Merchant's online store;
  - 3.4.6. confirms that he/she wishes to save the information provided during purchasing in the *Klix* system;
  - 3.4.7. confirms payment for the goods/services using the Unregistered Buyer's payment card.
  - 3.4.8. Having successfully confirmed the purchase, the Unregistered Buyer becomes the *Klix* Registered Buyer.

- 3.5. To become the *Klix* App Registered Buyer, the Unregistered Buyer/Registered Buyer shall do the following in the order mentioned below:
  - 3.5.1. downloads the *Klix* mobile application and installs it in his/her Mobile Device;

- 3.5.2. specifies his/her Telephone Number;
- 3.5.3. after performing the actions mentioned in Paragraphs 3.5.1-3.5.2 hereof, upon receipt of a unique confirmation code from the Company to the indicated telephone number, depending on the operating system used on the respective Mobile Device, he/she enters the unique confirmation code in the respective dialogue window in his/her *Klix* Profile or the operating system enters the code automatically.
- 3.5.4. if the Registered Buyer was previously the *Klix* Web Registered Buyer, he/she should enter the requested information on the Registered Buyer's payment card, the data of which had already been entered in the *Klix* Profile. The Registered Buyer agrees that, in order to prevent fraud, the Company is entitled to verify the Registered Buyer's payment card by freezing an amount not exceeding 0.10 EUR (10 cents) in the Registered Buyer's card account. Upon receipt of the confirmation of freezing, the Company sends an automatic notification to the payment service provider, which issued the payment card, informing that the Registered Buyer's payment card account will not be debited for the frozen amount;
- 3.5.5. if the Unregistered Buyer has not been the *Klix* Registered Buyer previously, he/she shall enter the requested information:
- 3.5.5.1. the Unregistered Buyer's name and surname;
- 3.5.5.2. the Unregistered Buyer's e-mail;
- 3.5.5.3. other information, if requested;
- 3.5.6. if the Unregistered Buyer has not been the *Klix* Registered Buyer previously, he/she reads the Terms of Use of *Klix* Services and confirms that he/she agrees with these Terms;
- 3.5.7. if the Unregistered Buyer has not been the *Klix* Registered Buyer previously, he/she specifies whether he/she agrees to receive ads related to *Klix* services and good buy offers; the Registered Buyer's consent to receive ads shall remain in effect until revocation;
- 3.5.8. creates the *Klix* PIN as well as activates the use of the Biometric Authenticator if such option is supported by the Mobile Device.

**3.6.** To activate the *Klix* App Registered Buyer's profile, the Registered Buyer shall do the following in the order mentioned below:

- 3.6.1. downloads the *Klix* mobile application and installs it in his/her Mobile Device;
- 3.6.2. specifies his/her Telephone Number;
- 3.6.3. after performing the actions mentioned in Paragraphs 3.6.1-3.6.2 hereof, upon receipt of a unique confirmation code from the Company to the indicated telephone number, depending on the operating system used on the respective Mobile Device, he/she enters the unique confirmation code in the respective dialogue window in his/her *Klix* Profile or the operating system enters the code automatically;
- 3.6.4. enters the requested information on the Registered Buyer's payment card, the data of which had already been entered in the *Klix* Profile. The Registered Buyer agrees that, in order to prevent fraud, the Company is entitled to verify the Registered Buyer's payment card by freezing an amount not exceeding 0.10 EUR (10 cents) in the Registered Buyer's card account. Upon receipt of the confirmation of freezing, the Company sends an automatic notification to the payment service provider, which issued the payment card, informing that the Registered Buyer's payment card account will not be debited for the frozen amount;
- 3.6.5. creates the PIN as well as activates the use of the Biometric Authenticator if such option is supported by the Mobile Device.

**3.7.** The *Klix* App Registered Buyer has the option to add up to five Registered Buyer's payment cards to his/her *Klix* Profile. The Registered Buyer agrees that each time when data of a payment card are entered, in order to prevent fraud, the Company is entitled to verify the Registered Buyer's payment card by freezing an amount not exceeding 0.10 EUR (10 cents) in the Registered Buyer's card account. Upon receipt of the confirmation of freezing, the Company sends an automatic notification to the payment service provider, which issued the payment card, informing that the Registered Buyer's payment card account will not be debited for the frozen amount.

**3.8.** If the Registered Purchaser wishes that the e-mail specified at registration be used for communication, including for restoring/changing the Authenticator (PIN), if such restoration/change of the Authenticator is ensured by the Company, the Registered Buyer shall confirm the e-mail specified

at registration. After entering the e-mail address during the creation of the Registered Buyer's *Klix* Profile, the Company shall send an activation link to the e-mail specified by the Registered Buyer, which the Registered Buyer shall activate. The e-mail entered by the Registered Buyer shall be deemed to be his/her registered e-mail after such information appears in the section 'Personal Data' of the Registered Buyer's Mobile App *Klix* Profile, without the indication that the e-mail has not been verified.

**3.9.** The Registered Buyer may change his/her current PIN or restore the blocked PIN at any time through his/her Mobile App *Klix* Profile.

**3.10.** The Registered Buyer may change the current PIN when he/she authenticates in the *Klix* Mobile App selecting the option 'Change PIN' in the profile section. In order to change the PIN it is necessary to enter the current PIN and then enter the new PIN.

**3.11.** The Registered Buyer may change his/her registered e-mail at any time through his/her Mobile App *Klix* Profile. The Registered Buyer shall enter his/her new e-mail in the section 'Setting' of his/her Mobile App *Klix* Profile. After entering the e-mail address, the Company shall send an activation link to the e-mail specified by the Registered Buyer, which the Registered Buyer shall activate. The new e-mail specified by the Registered Buyer shall be deemed to be his/her registered e-mail after such information appears in the section 'Personal Data' of the Registered Buyer's Mobile App *Klix* Profile, without the indication that the e-mail has not been verified.

**3.12.** Upon creation of the *Klix* Profile, the Telephone Number shall be used for the further identification of the Registered Buyer. Only one *Klix* Profile may be created for one Telephone Number. The Mobile App *Klix* Profile may be used only in one Mobile Device.

**3.13.** The *Klix* App Registered Buyer may access his/her *Klix* Profile and view it in the Mobile App by entering the Telephone Number and PIN or using the Biometric Authenticator, if the Registered Buyer has activated the Biometric Authenticator in the Mobile Device and Mobile App.

**3.14.** When using the Mobile App, the Registered Buyer shall keep track of updates of the *Klix* Mobile App and maintain an up-to-date version of the *Klix* Mobile App. It shall be taken into account that some features and processes may not work with old versions of the *Klix* Mobile App.

**3.15.** The Company has the right to update the mobile application at any time and add new services to the Mobile App or terminate some or all of the services in the Mobile App without the Registered Buyer's consent.

#### **4. Confirmations**

**4.1.** The Unregistered Buyer/Registered Buyer shall provide the following confirmations, which shall be valid and true during the period of use of *Klix*:

4.1.1. the Unregistered Buyer/Registered Buyer is the legal user of a payment card used for settlements with the Merchant;

4.1.2. the Unregistered Buyer/Registered Buyer is the legal owner of the relevant Mobile Device to which the *Klix* Mobile App is downloaded;

4.1.3. the Unregistered Buyer/Registered Buyer is the legal holder of the registered Telephone Number;

4.1.4. the Unregistered Buyer/Registered Buyer is legally capable and is not under impact of alcoholic, narcotic, psychotropic, toxic substances while using *Klix*;

4.1.5. the Unregistered Buyer/Registered Buyer does not use and will not use and will ensure, making all reasonable efforts, that third parties do not and will not use *Klix* for illegal purposes, including money laundering or terrorist financing.

#### **5. Authentication of the Registered Buyer, Confirmation of Transactions and Other Security Measures**

**5.1.** Each time the Registered Buyer starts using the *Klix* Mobile App and if the Registered Buyer's *Klix* Mobile App is being idle for at least 15 minutes, the Registered Buyer shall perform authentication using the PIN or Biometric Authenticator, if the Registered Buyer has activated the Biometric Authenticator in the Mobile Device and Mobile App.

**5.2.** Purchases of the *Klix* App Registered Buyer, which are considered by the Company to be low risk transactions, e.g., transactions for small amounts, without requiring a transaction confirmation by 3D Secure, are confirmed with the PIN or Biometric Authenticator, if the Registered Buyer has activated the Biometric Authenticator in the Mobile Device and Mobile App.

**5.3.** All transactions in *Klix*, which are confirmed by the PIN or Biometric Authenticator or 3D Secure, are binding on the Registered Buyer.

**5.4.** The Registered Buyer shall protect access to his/her Mobile Device by means of the Access Code and shall ensure that the Access Code is not accessible to third parties. The Access Code used for the Mobile Device shall not be recorded on data carriers and stored together with the Mobile Device.

**5.5.** The Registered Buyer undertakes to use the *Klix* Profile only himself/herself, not to disclose the PIN and Access Code of the Mobile Device, and to ensure that third parties cannot get access to the *Klix* Profile.

**5.6.** The Registered Buyer shall ensure that only the Biometric Authenticators of the respective Registered Buyer are stored in the Mobile Device prior to activation of the Biometric Authenticator in the Mobile App, and the Biometric Authenticators of other persons, which may be registered in the Registered Buyer's device, shall be deleted.

**5.7.** Authentication using the Biometric Authenticator is carried out using the technology of the manufacturer of the Mobile Device, therefore the Company does not process and store the Registered Buyer's biometric information.

**5.8.** The Registered Buyer is responsible for ensuring that third parties do not get access to and cannot use the Registered Buyer's registered e-mail.

## **6. Fee for Using *Klix* Services**

**6.1.** The use of *Klix* services is free of charge.

**6.2.** A commission fee for making payments using the payment card of the Unregistered Buyer/Registered Buyer withheld by the issuing bank shall be determined in accordance with the pricelist of the bank, which issued the payment card.

## **7. Liability for Damage**

**7.1.** The relationship between the Unregistered Buyer/Registered Buyer and the Merchant related to purchase of goods or services is their business relationship and therefore the Unregistered Buyer/Registered Buyer and the Merchant are mutually liable for the application of regulatory enactments (taxes, distance contracts, consumer protection requirements, etc.).

**7.2.** Using *Klix*, the Unregistered Buyer/Registered Buyer pays to the Merchant for the goods and/or services purchased using a payment card (VISA or MasterCard) issued to the Unregistered Buyer/Registered Buyer in accordance with a standard card settlement procedure, therefore payments made using a payment card are governed by the terms and conditions of the issuing bank and card issuing organization.

**7.3.** The Unregistered Buyer/Registered Buyer is responsible for the security of his/her Mobile Device and connections.

**7.4.** The Unregistered Buyer/Registered Buyer is responsible for the accuracy of the data provided to the Company.

**7.5.** The Company is not responsible for the quality of goods and services offered by the Merchants. The Unregistered Buyer/Registered Buyer shall submit all claims regarding the receipt of goods or services, their quality or compliance with the terms of a contract to the Merchants selling goods or services.

**7.6.** The Company is not responsible for the prices of goods and services set by the Merchants and changes in such prices.

**7.7.** The Company shall not be responsible for the fact that a transaction has not been completed, services or goods have not been received due to fault of any third party, including but not limited to technical problems of the mobile operator.

**7.8.** To the extent permitted by applicable law, the Company does not guarantee or assume any liability for the continued operation and availability of the *Klix* Web and/or *Klix* Mobile Application for the execution of operations described in the Terms.

**7.9.** The Registered Buyer agrees that in the event of loss or negligent storage of the access data, Mobile Device, SIM card, the Company shall not be liable for any consequences or potential loss.

**7.10.** The Company shall not bear responsibility under these Terms in case of events due to extraordinary unforeseen circumstances beyond the Company's control, the consequences of which the Company cannot prevent, including but not limited to:

7.10.1. force majeure circumstances;

7.10.2. measures taken by government authorities;

7.10.3. war or treat of war, revolts or disorders;

7.10.4. interruptions in the work of post offices, automatic data processing, data transmission and other electronic means of communication or power supply beyond the Bank's control;

7.10.5. fire or similar natural disaster;

7.10.6. technical problems in the operation of *Klix* application;

7.10.7. industrial activities such as strikes, lockouts, boycotts and blockades, whether or not the Company is involved.

## **8. Personal Data Processing and Cookies**

**8.1.** The Company carries out processing of personal data of the Unregistered Buyers and Registered Buyers in accordance with the Company's *Klix* Solution Privacy Protection Rules available on the Company's website <https://klix.app>

**8.2.** The Unregistered Buyer/Registered Buyer may find the information on cookies on the Company's website <https://klix.app>

## **9. Communication**

**9.1.** Unless otherwise provided in the Terms, the Company shall provide the Notices and any other information to the Registered Buyer by one of the following methods chosen at the Company's discretion: by sending an SMS to the Registered Buyer's registered Telephone Number, by sending information electronically to the Registered Buyer's confirmed e-mail, or by sending a pop-up message or dialog box to the Registered Buyer's registered Telephone Number.

**9.2.** The Company has the right to use the Mobile Notifications sent via the Mobile App for communication with the Registered Buyer, incl. for informing the Registered Buyer on the issues related to use of the Mobile App and *Klix* services. The Mobile Notifications are prepared and sent to the Registered Buyer 24/7 in the language, which is used in the Mobile App.

**9.3.** In order to receive Mobile Notifications, the Registered Buyer shall activate this option in the Mobile App of the respective Mobile Device. The Company is entitled to send notifications that are part of the Mobile App functionality, for which the Registered Buyer does not have to apply separately.

**9.4.** The Registered Buyer is aware that an internet connection is required to receive the Mobile Notifications. The Company may delete the Mobile Notifications to be sent within the framework of the *Klix* service without sending them to the Registered Buyer, if the Mobile App is disconnected from the internet for the period exceeding 24 hours.

**9.5.** The Registered Buyer is aware that the content of the Mobile Notifications will be available even if the Mobile Device is blocked by the Access Code, except if the Registered Buyer has deactivated such option in the Mobile Device.

**9.6.** The Company has the right to temporarily disable access to the Mobile Notifications, if required, in order to perform a checkout of the hardware used for the provision of the *Klix* service.

**9.7.** The Company publishes its legal address and e-mail on the Company's website <https://klix.app>. In case of change of the legal address or e-mail, the Company shall immediately publish the new address or e-mail on the aforementioned website.

## **10. Trademarks, Design and Patents**

**10.1.** The Unregistered Buyer/Registered Buyer shall not be granted any rights to the trademarks, designs and/or patents related to *Klix* or the right to register or apply for registration of such trademarks, designs and/or patents on his/her own behalf or on behalf of other persons unless the Unregistered Buyer/Registered Buyer receives the prior written consent of the Company.

**10.2.** The Unregistered Buyer/Registered Buyer shall not have the right to use, apply for and/or register trademarks, designs and/or patents that may give a misleading idea of the rights to *Klix* of the Unregistered Buyer/Registered Buyer, the origin of the products and services or a relationship between the Unregistered Buyer/Registered Buyer and the Company, including use thereof in connection with the named of a product or service, legal entity name or domain of the Unregistered Buyer/Registered Buyer.

## **11. Other Limitations of Rights**

**11.1.** The Company owns all rights to *Klix*, including, but not limited to, the title and intellectual property rights to the *Klix* application and the contents of the Company's website <https://klix.app>.

**11.2.** It is prohibited to the Unregistered Buyer/Registered Buyer:

11.2.1. to use *Klix* contrary to the Terms;

11.2.2. to deconstruct, decompile or crack the *Klix* application;

11.2.3. to separate components of the *Klix* application, including but not limited to, to run on various hardware units or applications, or to transfer to other persons;

11.2.4. to remove or modify the marking or notifications of the *Klix* application, including but not limited to a reference to the Company as the owner of the *Klix* application;

11.2.5. to carry out activities that may negatively affect operations of the Company, including but not limited to inflicting losses upon the Company;

11.2.6. to use *Klix* for illegal purposes.

**11.3.** The Unregistered Buyer/Registered Buyer shall, making all reasonable efforts, ensure that other persons do not carry out the above activities, but if any such person performs such activities and the Unregistered Buyer/Registered Buyer becomes aware of such activities, the Unregistered Buyer/Registered Buyer shall immediately inform the Company.

## **12. Blocking and Deleting the *Klix* Profile**

**12.1.** The *Klix* Web and *Klix* App Registered Buyer is entitled to delete *Klix* cookies in the browser.

**12.2.** The *Klix* App Registered Buyer is entitled to delete the Mobile App at any time.

**12.3.** The *Klix* App Registered Buyer is entitled to delete the *Klix* Profile at any time, selecting the option 'Delete *Klix* Profile' in the section 'Profile' in the *Klix* Profile of the Mobile App.

**12.4.** If the Registered Buyer has performed any of the steps set out in Paragraphs 12.1-12.2 of the Terms to resume using the *Klix* Profile, the Registered Buyer shall register as the *Klix* App Registered Buyer or, if the Registered Buyer has already registered as the *Klix* App Registered Buyer, the Registered Buyer shall activate the *Klix* App Registered Buyer's profile by performing the required actions in the Mobile App.

**12.5.** If the *Klix* Profile has been deleted and the Registered Buyer wants to resume using the *Klix* Profile, the Registered Buyer shall repeat the actions referred to in Paragraph 3.5 hereof and register as the *Klix* App Registered Buyer.

**12.6.** The Registered Buyer shall immediately block the *Klix* Profile in any case referred to in Paragraphs 12.6.1-12.6.5 hereof. In order to block the *Klix* Profile the Registered Purchaser shall indicate his/her Telephone Number in the form published on the Company's website <https://klix.app>, and after entering the Telephone Number he/she receives a link from the Company to the e-mail address previously provided to the Company by the Registered Buyer (by clicking on the link). The Registered Buyer shall immediately block the *Klix* Profile in any of the following cases:

12.6.1. the Registered Buyer's PIN has become or may have become known to a third party, or third parties have obtained access to biometric settings of the Registered Buyer's device (which enables third parties to authorize the Registered Buyer's actions in the *Klix* Profile);

12.6.2. a third party has gained or may have gained the access to the Registered Buyer's *Klix* Profile, including but not limited to as a result of loss, theft or other unlawful conduct;

12.6.3. a third party has gained or may have gained the access to the Registered Buyer's Mobile Device or SIM of the registered Telephone Number without permission of the Registered Buyer, including but not limited to as a result of loss, theft or other unlawful conduct;

12.6.4. unauthorized use of *Klix* may have occurred or may occur or there are suspicions of such action;

12.6.5. use of *Klix* for fraudulent purposes may have occurred or may occur or there are suspicions of such action.

**12.7.** Upon receipt of the information referred to in Paragraph 12.6 of hereof, the Company shall block the relevant Registered Buyer's *Klix* Profile.

**12.8.** The Company has the right to block the Registered Buyer's *Klix* Profile on its own initiative:

12.8.1. if the Company suspects the unauthorized use or use of *Klix* for illegal purposes, including but not limited to the Company suspecting that the Registered Buyer's PIN has become known or may have become known to third parties, or the Registered Buyer's Mobile Device or SIM of the registered Telephone Number or the Registered Buyer's *Klix* Profile has been or may have been made available to third parties, including but not limited to, when performing authentication of the Registered Buyer or authorization of a transaction, the PIN has been entered incorrectly 5 (five) times in a row;

12.8.2. where necessary to ensure security, inviolability, confidentiality of the Registered Buyer and/or other Unregistered Buyers/Registered Buyers and their transactions, and to prevent potential loss to the Company, the Registered Buyer or other Unregistered Buyers/Registered Buyers;

12.8.3. if it is necessary to ensure the security of the *Klix* application;

12.8.4. if the Registered Buyer violates the Terms.

**12.9.** If the Company has exercised its right under Paragraph 12.7 or Paragraph 12.8 hereof and blocked the Registered Buyer's *Klix* Profile, the Company shall inform the Registered Buyer in this regard by sending a notification (SMS) to the Telephone Number or sending a letter to the Registered Buyer's confirmed e-mail. The Company shall notify the Registered Buyer before blocking the *Klix* Profile, if it is possible, but not later than after the blocking, unless the provision of information would endanger justified security reasons or is prohibited under regulatory enactments of the Republic of Latvia.

**12.10.** The Company shall not be liable for any losses incurred by the Registered Buyer as a result of the blocking/deletion of the Registered Buyer's *Klix* Profile, which has been performed as provided in the Terms.

### **13. Buyers' Claims and Procedure for Consideration of Disputes and Supervisory Bodies**

**13.1.** All claims arising in connection with the use of *Klix* services, which cannot be settled via negotiations, shall be resolved in accordance with regulatory enactments of the Republic of Latvia.

**13.2.** The Consumer has the right to lodge a complaint with the Consumer Rights Protection Centre, address: Brīvības iela 55, Rīga, LV-1010, email: [ptac@ptac.gov.lv](mailto:ptac@ptac.gov.lv) with regard to issues included in its competence.

### **14. Other Provisions**

**14.1.** The Company is entitled to amend the Terms unilaterally. The Company notifies the Unregistered Buyer/Registered Buyer of any amendments to the Terms by publishing the new text of the Terms on the Company's website <https://klix.app>, as well as by sending a notice of the amendments coming into effect to the Registered Buyer via the *Klix* Profile in the form of the Mobile Notification or electronically to the confirmed e-mail of the Registered Buyer. If the Registered Buyer continues to use *Klix* services after the entry into force of the amendments to the Terms, it shall be deemed that the Registered Buyer has accepted the amendments to the Terms.

**14.2.** To ensure the security of payment card data of the Unregistered Buyers/Registered Buyers, processing of payment card data of the Unregistered Buyers/Registered Buyers within *Klix* is subject to the Payment Card Industry Data Security Standards (PCI DSS), information on which is available on the website of the PCI Security Standards Council (<https://www.pcisecuritystandards.org>).