



## Klix Terms of Use

### 1. Terms and Their Definitions

- 1.1. **Authenticator** – codes, passwords and other identifiers or actions which can be created or used by using an Authorisation Device and which are used to authenticate a Registered Buyer and/or Registered Buyer's actions in Klix.
- 1.2. **Authorisation Device** – Registered Buyer's device, such as a Mobile Device approved by the Company or software used to create or use an Authenticator.
- 1.3. **Biometric Authenticator** – an Authenticator based on an individual's unique physical characteristics or features, such as a fingerprint or a facial image, which is registered with the Mobile Device.
- 1.4. **Digital Signature** – Buyer's secure digital signature that meets the provisions laid down in the Electronic Documents Law.
- 1.5. **Means of Electronic Identification** – tangible and intangible elements approved by the Company that contain an individual's electronic identification data and are used for identification in Klix, such as Digital Signature, Citadele online banking (only available to the Company's customers who are natural persons – users of Citadele online banking).
- 1.6. **E-invoice** – an invoice created by the Merchant electronically, which provides the Unregistered Buyer/Registered Buyer with the possibility of direct payment via the link included in an invoice, by clicking which the Unregistered Buyer/Registered Buyer goes directly to the respective e-invoice payment site where the Unregistered Buyer/Registered Buyer shall choose the method of payment for the goods/services.
- 1.7. **Creditor** – Company's and MoneyCare's partner, creditor that offers to process Credit in Klix. A list of Creditors is available on the Company's website: <https://klix.app>.
- 1.8. **Device** – a computer or Mobile Device that is used for using the Klix solution, and to enable the Unregistered Buyer/Registered Buyer to pay for the goods and/or services purchased from the Merchant using the Klix solution.
- 1.9. **Online Banking Payment** – a payment method when the Unregistered Buyer/Registered Buyer selects his/her Credit Institution for payment for the purchased goods and/or services from the Merchant via Klix and confirms an online payment from his/her account with the Credit Institution.
- 1.10. **Online Banking Authenticator** – codes, passwords and other identifiers or actions used by the Credit Institution to authenticate the Unregistered Buyer/Registered Buyer as an Online Banking user or to confirm the initiated payment.
- 1.11. **Klix** – a system used by an Unregistered Buyer/Registered Buyer to settle accounts with the Merchant, including when buying good/services from the Merchant using Credit.
- 1.12. **Klix Profile** – a personalised workplace which is identified based on the Registered Buyer's Telephone Number and contains the Registered Buyer's identification and personalised information for work with Klix. Each Registered Buyer can only access their own information.
- 1.13. **Credit Institution** – a credit institution where an account has been opened for the Unregistered Buyer/Registered Buyer and online banking is connected.
- 1.14. **Credit** – funds used to pay for the goods and/or services purchased by the Buyer from the Merchant that the Creditor lends to the Buyer according to the terms and conditions of the Credit Agreement concluded between the Buyer and the Creditor.
- 1.15. **Credit Agreement** – an agreement concluded between the Buyer and the Creditor on using the Credit to pay the Merchant for the goods and/or services purchased by the Buyer.
- 1.16. **Mobile Device** – a device operating on iOS11, Android 5.0 or a more recent version of the respective operating system that has been registered by the Buyer with the Company while using the Mobile App.
- 1.17. **Mobile App** – a service available in the Klix Mobile App to use Klix on the Mobile Device.
- 1.18. **Mobile Notification** – a type of notification sent to the Mobile Device via Mobile App as a sound or on-screen text alert or badge (push notification).
- 1.19. **MoneyCare** – limited liability company MoneyCare, reg. No. 4210309618, address: Piestatnes iela 11A, Jurmala, LV-2015, which is the Company's partner in processing credit applications.
- 1.20. **Unregistered Buyer** – a natural person who buys goods/services from the Merchant and uses Klix to settle accounts with the Merchant but has not created a Klix profile.
- 1.21. **Terms** – Terms of Use of Klix.



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**1.22. Buyer** – Unregistered Buyer or Registered Buyer, who, if they apply for the Loan, must be residents of the Republic of Latvia.

**1.23. Access Code** – a combination of digits, a fingerprint, a pattern or any other protective feature ensured by the Device.

**1.24. PIN Code** – Personal Identification Code, a 5-digit code created by the Registered Buyer in Klix during registration and only known to the Registered Buyer, to be entered to use Klix in the Mobile Device, also intended to authorise actions performed by the Registered Buyer.

**1.25. Registered Information** – information provided by the Registered Buyer to the Company in the course of creating a Klix Profile or henceforth when using the Klix Profile, in the course of making purchases from the Merchant and containing the information necessary to process the Registered Buyer's purchase from the Merchant.

**1.26. Registered Buyer** – a natural person who has created a Klix Profile for the purpose of using Klix to settle accounts with the Merchant.

**1.27. Company** – joint-stock company Citadele banka, reg. No. 40103303559, address: Republikas laukums 2A, Riga, LV-1010, Latvia.

**1.28. Amount Reservation** – a functionality that ensures reservation of the maximum amount for the purchase/use of the goods and/or services in the account of the Unregistered Buyer/Registered Buyer with the linked payment card, if the Unregistered Buyer/Registered Buyer gives such consent. Upon completion of a purchase transaction, the account of the Unregistered Buyer/Registered Buyer with the linked payment card is debited for the actual purchase amount, and the difference is released from the reservation.

**1.29. Telephone Number** – the Telephone number specified by the Registered Buyer in the course of creating the Klix Profile which is registered with Klix and specified by the Registered Buyer to clearly identify the Registered Buyer for the purpose of using Klix other than to apply for Credit.

**1.30. Merchant** – a goods seller and/or service provider that has entered into a contract with the Company on the use of Klix to settle accounts.

## 2. General Terms and Conditions

**2.1.** These Terms lay down the procedure for the use of Klix.

**2.2.** These Terms shall be mandatory to all Unregistered Buyers and Registered Buyers who use Klix. Unregistered Buyer and Registered Buyer fully agree to these Terms and acknowledge the Terms as binding upon themselves upon confirmation before making a purchase from the Merchant or in the course of creating a Klix Profile.

**2.3.** Paragraphs 5, 9, 11, and 12 of the Terms shall become effective immediately and be binding to the Unregistered Buyer/Registered Buyer as soon as the Unregistered Buyer/Registered Buyer has downloaded the Klix Mobile App.

**2.4.** By using Klix the Unregistered Buyer/Registered Buyer shall ensure payment to the Merchant for the goods and/or services purchased by using a payment card (VISA or MasterCard) issued to the Unregistered Buyer/Registered Buyer which the Unregistered Buyer/Registered Buyer shall be authorised to use and which features the Unregistered Buyer's/Registered Buyer's name and surname, or using the Online Banking Payment, or using Credit under the procedure laid down in Paragraph 4 of the Terms.

## 3. Creating Registered Buyer's Klix Profile

**3.1.** Unregistered Buyer who uses Klix to settle accounts with the Merchant other than to apply for Credit can choose whether to save or not save information about the purchases made to make repeated purchases without the need to re-enter purchase information in Klix.

**3.2.** Should the Unregistered Buyer choose to save information in Klix, the Register Buyer's Klix Profile shall be created.

**3.3.** Depending on whether the Registered Buyer has chosen to only save information on one specific device and web browser (Klix Web Registered Buyer) or to save information in the Klix solution, linking it to the web site (s) of the specific Merchant (s) (Klix Web Registered Buyer), or download the Mobile App and create a PIN Code (Klix App Registered Buyer), Klix shall be available to the Registered



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Buyer on the following levels that determine Klix functionalities and features available to the Registered Buyer:

3.3.1. Auto-completion of Registered Information shall only be available to the Klix Web Registered Buyer:

3.3.1.1. on one specific Device and web browser, in which he/she approved saving of information. Klix form shall not be auto completed, if the Registered Buyer has deleted Klix cookies from the browser.

3.3.1.2. on the web site of the specific Merchant, on which he/she approved saving of information in Klix.

3.3.2. Auto-completion of Registered Information shall be available to the Klix App Registered Buyer on any Device and browser via confirmation on the Mobile App with a PIN Code or Biometric Authenticator provided that the Registered Buyer has activated the use of the Biometric Authenticator on the Mobile Device and Mobile App. Additionally, the history of purchases made by the Registered Buyer using Klix shall be available to the Klix App Registered Buyer on the Mobile App.

**3.4.** The Unregistered Buyer shall take the following steps to become a Klix Web Registered Buyer when shopping at the Merchant:

3.4.1. When shopping at the Merchant using a Klix form to process the purchase, specify the requested information (e.g., name and surname, Telephone Number, email):

3.4.2. Specify the information requested by the Merchant on the delivery of the goods or the place of service supply, if requested;

3.4.3. Read and confirm that the Unregistered Buyer agrees to the Terms of Use of Klix;

3.4.4. Confirm that the Unregistered Buyer agrees to the Terms of Use of the online store of the respective Merchant;

3.4.5. Confirm that the Unregistered Buyer wishes to save the information provided in the course of making a purchase in Klix;

3.4.6. Choose a payment method (with a payment card or the Online Banking Payment), fill in the requested information and confirm a payment;

3.4.7. Upon successful payment confirmation the Unregistered Buyer shall become a Klix Registered Buyer.

**3.5.** Unregistered Buyer/Registered Buyer shall take the following steps to become a Klix App Registered Buyer:

3.5.1. Download and install the Klix Mobile App on their Mobile Device;

3.5.2. Specify their Telephone Number;

3.5.3. After completing the steps described in sub-paragraphs 3.5.1-3.5.2 of the Terms and upon receipt of a unique confirmation code from the Company to the specified Telephone Number, depending on the operating system used on the respective Mobile Device, enter it in the respective dialogue box of their Klix Profile, or the code shall be entered automatically by the operating system;

3.5.4. If the Registered Buyer has been a Klix Web Registered Buyer before, depending on the previously used payment method for paying for the goods/services (with a payment card or the Online Banking Payment) enter the requested information:

3.5.4.1. on the Registered Buyer's payment card, the data of which were added to the Klix Profile. Registered Buyer agrees that the Company shall be authorised to verify the payment card of the Registered Buyer by putting up to EUR 0.10 (10 cents) as a hold on the Registered Buyer's card to prevent fraud. Upon the receipt of confirmation of the hold the Company shall send an automated notification to the payment service provider that issued the payment card to inform it that the hold amount shall not be debited from the Registered Buyer's payment card account; or

3.5.4.2. which is necessary to perform authorization in the Online Banking, using which the Online Banking Payment was made previously, and the data on which were added to the Klix Profile, and complete the authorization process.

3.5.5. If the Unregistered Buyer has not been a Klix Registered Buyer before, enter the requested information:

3.5.5.1. Unregistered Buyer's name;

3.5.5.2. Unregistered Buyer's email;

3.5.5.3. Other information requested;



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3.5.6. If the Unregistered Buyer has not been a Klix Registered Buyer before, read and confirm agreement to the Terms of Use of Klix;

3.5.7. If the Unregistered Buyer has not been a Klix Registered Buyer before, consent or refuse to receive commercial communications about Klix and advantageous offers. Registered Buyer's consent to the received commercial communications shall be effective until revoked;

3.5.8. Create a PIN Code as well as activate the use of a Biometric Authenticator, if supported by the Mobile Device.

**3.6.** Registered Buyer shall take the following steps in the following order to activate the Klix App Registered Buyer's Profile:

3.6.1. Download and install the Klix Mobile App on their Mobile Device;

3.6.2. Specify their Telephone Number;

3.6.3. After completing the steps described in sub-paragraphs 3.6.1-3.6.2 of the Terms and upon receipt of a unique confirmation code from the Company to the specified Telephone number, depending on the operating system used in the respective Mobile Device, enter it in the dialogue box of their Klix Profile or the code shall be entered automatically by the operating system;

3.6.4. depending on the previously used payment method for paying for the goods/services (with a payment card or the Online Banking Payment) enter the requested information:

3.6.4.1. on the Registered Buyer's payment card, the data of which were added to the Klix Profile. Registered Buyer agrees that the Company shall be authorised to verify the payment card of the Registered Buyer by putting up to EUR 0.10 (10 cents) as a hold on the Registered Buyer's card to prevent fraud. Upon the receipt of confirmation of the hold the Company shall send an automated notification to the payment service provider that issued the payment card to inform it that the hold amount shall not be debited from the Registered Buyer's payment card account; or

3.6.4.2. which is necessary to perform authorization in the Online Banking, using which the Online Banking Payment was made previously, and the data on which were added to the Klix Profile, and complete the authorization process.

3.6.5. Create a PIN Code as well as activate the use of a Biometric Authenticator, if supported by the Mobile Device.

**3.7.** Klix App Registered Buyer can add data of a maximum of 5 payment cards to the Klix Profile. Registered Buyer agrees that in the course of adding data of each payment card the Company shall be authorised to verify the payment card of the Registered Buyer by putting up to EUR 0.10 (10 cents) as a hold on the Registered Buyer's card to prevent fraud. Upon the receipt of confirmation of the hold the Company shall send an automated notification to the payment service provider that issued the payment card to inform it that the hold amount shall not be debited from the Registered Buyer's payment card account.

**3.8.** In the event that the Registered Buyer wishes the email address specified in the course of registration to be used in communication, including when restoring/changing the Authenticator (PIN Code), if the Company offers such restoring/change of the Authenticator, the Registered Buyer shall confirm the email address specified in the course of registration. After the Registered Buyer has entered the email address in the course of creating a Klix Profile, the Company shall send an activation link to the email address specified by the Registered Buyer, which the Registered Buyer shall then activate. The email address entered by the Registered Buyer shall be deemed their registered email address after such information is displayed in the Registered Buyer's Klix Profile 'Personal Data' section on the Mobile App without a note that the email has not been confirmed.

**3.9.** Registered Buyer may change the current or restore a blocked PIN Code on their Mobile App Klix Profile at any time.

**3.10.** Registered Buyer can change the current PIN Code via authentication on the Mobile App and by selecting the 'Change PIN Code' option on the Profile. In order to change the PIN Code, the current PIN Code shall be entered, followed by the new PIN Code.

**3.11.** Registered Buyer can change the registered email address in the Klix Profile on the Mobile App at any time. Registered Buyer shall enter the new email address in the Klix Profile 'Settings' section on the Mobile App. After the email address has been entered, the Company shall send an activation link to the email address specified by the Registered Buyer, which the Buyer shall then activate. The new email address entered by the Registered Buyer shall be deemed their registered email address after



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such information is displayed in the Registered Buyer's Klix Profile 'Personal Data' section on the Mobile App without a note that the email has not been confirmed.

**3.12.** When the Klix Profile has been created, the Telephone Number shall be used for further identification of the Registered Buyer to use Klix other than to apply for Credit. Each Telephone Number can only be used to create one Klix Profile. Klix Profile of the Mobile App can only be used on one Mobile Device.

**3.13.** Klix App Registered Buyer can access their Klix Profile and keep track on the Mobile App by entering their Telephone Number and PIN Code or using the Biometric Authenticator, provided that the Registered Buyer has activated the use of a Biometric Authenticator on the Mobile Device and Mobile App.

**3.14.** In the course of using the Mobile App, the Registered Buyer shall keep track of updates of the Mobile App and keep the Mobile App up to date. Take into account the fact that by using old versions of the Mobile App, some functions and processes may not be available.

**3.15.** The Company shall be authorised to update the Klix Mobile App at any time by, for example, adding new services to the Mobile App as well as discontinuing certain services on the Mobile App partially or fully without the Registered Buyer's consent.

### **4. Applying for Credit on Klix**

**4.1.** A Buyer who is a resident of the Republic of Latvia and is at least 18 years old can choose to apply for Credit to pay for the goods and/or services to be purchased from the Merchant, provided that the respective Merchant offers said option.

**4.2.** The amount of Credit the Buyer can apply for using Klix shall have a minimum and maximum limit as well as other technical limitations. The said limitations are indicated on the Company's website <https://klix.app>.

**4.3.** The Merchant shall, in addition to the limitations described in sub-paragraph 4.2 of the Terms, be authorised to limit payment for goods/services using Credit by, e.g., identifying the types of goods/services that can be purchased using Credit, setting the minimum/maximum amount of purchase of goods/services from the Merchant for payment by Credit.

**4.4.** In order to apply for Credit via Klix, the Buyer shall take the following steps when shopping at the Merchant using the Klix form to process the purchase:

4.4.1. Specify the requested information (e.g., name, Telephone Number, email);

4.4.2. Specify that information on the goods delivery or place of service supply requested by the Merchant, if applicable;

4.4.3. Confirm that the Buyer agrees to the Terms of Use of the respective Merchant's online store;

4.4.4. Select payment by Credit;

4.4.5. Read the Klix Privacy Disclaimer;

4.4.6. Authenticate with the Means of Electronic Identification;

4.4.7. Enter the information necessary for Credit application;

4.4.8. Read and agree to the Terms of Use of Klix;

**4.5.** The Company, together with MoneyCare, shall ensure processing of the Credit application to hand over the data to Creditors for the assessment and preparation of offers or rejection.

**4.6.** In the event that in the course of processing the Buyer's Credit application, it is found that the Buyer cannot apply for Credit via Klix, the Buyer shall be offered to pay for the goods/services with the Buyer's payment card or by making the Online Banking Payment as a Registered Buyer or Unregistered Buyer.

**4.7.** The Creditor shall have the right to refuse to make a Credit offer to the Buyer.

**4.8.** All Credit refusals and/or offers by Creditors shall be displayed to the Buyer in Klix.

**4.9.** Upon the receipt of Credit offers from various Creditors the Buyer can read the European Standardised Information Sheet and terms and conditions of the Credit Agreement and choose one of the offers.

**4.10.** After the Buyer has chosen a Credit offer the Buyer shall sign/confirm the Credit Agreement by Means of Electronic Identification which the Buyer used to commence the process of application for Credit in order to confirm payment for the goods and/or services to be purchased from the Merchant using Credit.



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**4.11.** Should the Buyer be required to pay a share before the granting of Credit, the Buyer shall be offered to pay the first instalment in Klix with the Buyer's payment card or by making the Online Banking Payment. Should the Buyer fail to pay their share, the Credit for payment for the goods/services shall not be granted.

**4.12.** The Buyer can download the Credit Agreement and the Creditor can send the confirmed Credit Agreement to the email address specified by the Buyer.

**4.13.** The Credit shall be granted according to the terms and conditions of the Credit Agreement.

**4.14.** The Buyer shall pay back the Credit and make other related payments according to the terms and conditions of the Credit Agreement.

### **5. Confirmations**

**5.1.** Unregistered Buyer/Registered Buyer shall provide the following confirmations that shall be valid and true throughout the use of Klix:

5.1.1. Unregistered Buyer/Registered Buyer is the legal user of the payment card used to settle accounts with the Merchant;

5.1.2. Unregistered Buyer/Registered Buyer has the right to perform the Online Banking Payment;

5.1.3. Unregistered Buyer/Registered Buyer is the legal operator of the Mobile Device on which the Mobile App is downloaded;

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

5.1.5. Unregistered Buyer/Registered Buyer has legal capacity and is not under the influence of alcoholic, narcotic, psychotropic, toxic substances while using Klix;

5.1.6. Unregistered Buyer/Registered Buyer does not and shall not use, as well as ensures to the extent possible that third parties do not and shall not use Klix for illegal purposes, including money laundering and financing of terrorism.

5.1.7. Unregistered Buyer/Registered Buyer confirms that the Unregistered Buyer/Registered Buyer has read the regulation on the processing of personal data described in Paragraph 9 of the Terms.

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

**6.1.** Registered Buyer shall, every time upon the commencement of use of the Mobile App, as well as in the event that the Registered Buyer's Mobile App has been idle for at least 15 minutes, perform authentication using a PIN Code or a Biometric Authenticator provided that the Registered Buyer has activated the use of Biometric Authentication on the Mobile Device and Mobile App.

**6.2.** Purchase transactions of the Klix App Registered Buyer, which are paid using a payment card, which are deemed to be low risk transactions by the Company, e.g., transactions with small amounts that do not require confirmation with 3D Secure, shall be confirmed with a PIN Code or a Biometric Authenticator provided that the Registered Buyer has activated the use of Biometric Authentication on the Mobile Device and Mobile App.

**6.3.** When Unregistered Buyer/Registered Buyer shopping at the Merchant who uses the Amount Reservation functionality, the maximum amount of purchase/use of the goods and/or services shall be reserved in the payment card account of Unregistered Buyer/Registered Buyer. Upon completion of a purchase transaction, the payment card account of the Unregistered Buyer/Registered Buyer is debited for the actual purchase amount, and the difference is released from the reservation.

**6.4.** All transactions in Klix confirmed with a PIN Code or a Biometric Authenticator, Means of Electronic Identification including Digital Signature or via Citadele online banking or 3D Secure shall be binding upon Unregistered Buyer/Registered Buyer.

**6.5.** Registered Buyer shall protect access to their Device with the Access Code and ensure that the Access Code is not available to third parties. The Access Code to the Device may not be recorded on data carriers and kept together with the Device.

**6.6.** Unregistered Buyer/Registered Buyer undertakes to only use Klix in person, to refrain from disclosing the PIN Code and Access Code to the Device and to ensure that the Klix Profile, Means of Electronic Identification including the Online Banking Authenticator do not become available to third parties.



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**6.7.** Registered Buyer shall ensure that before activating the use of Biometric Authenticators on the Mobile App, only Biometric Authenticators of the respective Registered Buyer are saved on the Mobile Device and that Biometric Authenticators of other individuals that might be registered on the Registered Buyer's device are deleted.

**6.8.** Authentication with a Biometric Authenticator shall be performed using the technology of the manufacturer of the Mobile Device, thus the Company shall not process and store the Registered Buyer's biometric data.

**6.9.** Registered Buyer shall be obliged to ensure that third parties are not offered an opportunity to use the email address registered by the Registered Buyer.

### **7. Klix Fee**

**7.1.** Use of Klix shall be free of charge.

**7.2.** Bank fee of the bank that issued the Unregistered Buyer's/Registered Buyer's payment card on the payments with the payment card shall be set according to the price list of the respective bank.

**7.3.** A commission fee for the Online Banking Payment is determined in accordance with the price list of the respective Credit Institution, in which Unregistered Buyer/Registered Buyer has the account, from which the respective payment has been made.

**7.4.** In the event that the Buyer chooses to use Credit to pay for the goods and/or services to be purchased from the Merchant, bank fees and other payments related to processing and granting of the Credit shall be set according to the price list of the respective Creditor with whom the Credit Agreement is concluded and terms and conditions of the said Credit Agreement.

### **8. Liability for Damages**

**8.1.** Relationship between the Unregistered Buyer/Registered Buyer and the Merchant for the purpose of purchase/sale of goods or services shall be governed by their mutual business relationship, therefore, the Unregistered Buyer/Registered Buyer and Merchant shall be mutually liable for the application of laws and regulations (taxes, provisions of the distance contract, requirements for the protection of consumers' rights etc).

**8.2.** If in the course of using Klix, the Unregistered Buyer/Registered Buyer ensures payment to the Merchant for the goods and/or services purchased with a payment card issued to the Unregistered Buyer/Registered Buyer (VISA or MasterCard) pursuant to the standard card payment procedure, card payments shall be governed by the regulations of the issuing bank and issuing organisation of the payment card.

**8.3.** If in the course of using Klix, the Unregistered Buyer/Registered Buyer ensures payment to the Merchant for the goods and/or services purchased making the Online Banking Payment, the procedure for payment from the account shall be governed by the regulations of the respective Credit Institution, in which Unregistered Buyer/Registered Buyer has the account, from which the respective payment has been made.

**8.4.** Relationship between the Buyer who chooses to use Credit to pay for the goods and/or services to be purchased from the Merchant and the Creditor with which the Buyer concludes a Credit Agreement shall be governed by the terms and conditions of said Credit Agreement. The Buyer shall forward any Credit related questions to the Creditor with which the Buyer has concluded the Credit Agreement.

**8.5.** The Company shall not be liable for damages incurred by the Buyer or any third party due to unauthorised use of the Buyer's Means of Electronic Identification or Online Banking Authenticator.

**8.6.** Unregistered Buyer/Registered Buyer shall be liable for the security of their Device and connections.

**8.7.** Unregistered Buyer/Registered Buyer shall be liable for the accuracy of data provided to the Company.

**8.8.** The Company shall not be liable for the quality of the goods and services offered by Merchants. Unregistered Buyer/Registered Buyer shall submit all claims concerning the receipt, quality or compliance of the goods or services with the terms and conditions of the agreement to the Merchant of the goods or services.

**8.9.** The Company shall not be liable for the prices of the goods and services set by Merchants and changes to the same.



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**8.10.** The Company shall not be liable for transactions that have not been concluded, for services or goods that have not been received due to the fault of a third party including but not limited to technical issues of a mobile phone operator.

**8.11.** To the extent permissible by the applicable laws and regulations the Company shall waive any warranties and liability for uninterrupted operation of Klix Web and/or Mobile App and availability for actions described in the Terms.

**8.12.** Registered Buyer shall agree that in the event of loss or negligent storage of access data, Mobile Device, its SIM card, the Company shall not be liable for any consequences and possible damages thereof.

**8.13.** The Company shall not be held liable as described in the Terms in the event of unexpected exceptional conditions which are beyond the Company's control and the consequences of which cannot be avoided, including but not limited to:

8.13.1. Force majeure events;

8.13.2. Measures implemented by authorities;

8.13.3. War or a threat of war, uprising or riot;

8.13.4. Interruptions to postal activities, automated data processing, data transmission, and functioning of other electronic means of communication or power outage beyond the Bank's control;

8.13.5. Fire outbreak or similar acts of God;

8.13.6. Technical issues regarding the Klix Mobile App;

8.13.7. Industrial action such as strike, lock-outs, boycotts, and blockades, regardless of whether the Company participates in the same.

## **9. Processing of Personal Data and Cookies**

**9.1.** The Company shall ensure the processing of personal data of Unregistered Buyers and Registered Buyers according to the Klix Privacy Protection Regulations available on the Company's website <https://klix.app>, except for the processing of personal data for receipt of notifications and offers (i.e. commercial communication) which is ensured according to the Klix Privacy Disclaimer on commercial communication available on the Company's website <https://klix.app>.

**9.2.** The Company shall ensure the processing of Credit application data according to the Klix Privacy Disclaimer on Klix financing available on the Company's website <https://klix.app>.

**9.3.** MoneyCare shall ensure the processing of Credit application data according to the MoneyCare Privacy Policy available on the Company's website <https://klix.app>.

**9.4.** Unregistered Buyer/Registered Buyer can find information about the cookies used on the Company's website <https://klix.app>.

## **10. Communication**

**10.1.** Unless the Terms state otherwise, the Company shall deliver communications and any other information to the Registered Buyer using one of the following methods of its choice: by sending it as an SMS to the Telephone Number registered by the Registered Buyer, by sending it electronically to the email address confirmed by the Registered Buyer or by sending it to the Telephone Number registered by the Registered Buyer as a push notification or dialogue box.

**10.2.** The Company shall be authorised to use Mobile Notifications sent via Mobile App for communication with the Registered Buyer, including to notify the Registered Buyer about matters concerning the use of the Mobile App and Klix. Mobile Notifications shall be prepared and sent to the Registered Buyer 24/7 in the language used on the Mobile App.

**10.3.** In order to receive Mobile Notifications, the Registered Buyer shall activate this option on the Mobile App of the Mobile Device. The Company shall be authorised to send notifications which are a part of the functionality of the Mobile App and the Registered Buyer shall not need to apply separately to receive them.

**10.4.** Registered Buyer shall be aware that an internet connection is required to receive Mobile Notifications. The Company can delete the Mobile Notification to be sent via Klix without sending them to the Registered Buyer, should the Mobile App be disconnected from the internet for over 24 hours.





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**10.5.** Registered Buyer has been informed that the content of Mobile Notifications shall also be available in the event that the Mobile Device is blocked with an Access Code, unless the Registered Buyer has deactivated this option for the respective Mobile Device.

**10.6.** The Company shall be authorised to temporarily suspend access to Mobile Notifications, if needed, to check the Klix related hardware.

**10.7.** The Company shall publish its registered office and email address on the following Company's website <https://klix.app>.

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

**11.1.** Unregistered Buyer/Registered Buyer shall not be conferred any rights to trademarks, design and/or patents related to Klix or the right to register or submit a registration application regarding said trademarks, design and/or patents on their own behalf or that of other parties.

**11.2.** Unregistered Buyer/Registered Buyer shall not be authorised to use, apply for registration and/or register trademarks, design and/or patents that might give a misleading impression of, among others, the Unregistered Buyer's/Registered Buyer's right to Klix, origin of the Unregistered Buyer's/Registered Buyer's goods, products, and services or Unregistered Buyer's/Registered Buyer's relationship with the Company including their use in connection with the name of the Unregistered Buyer's/Registered Buyer's product or service, name of a legal entity or domain.

### **12. Other Limitations to Rights**

**12.1.** The Company shall own all rights to Klix, including but not limited to title and moral and economic rights to intellectual property on the Klix Mobile App and the content of the Company's information on the Company's website <https://klix.app>.

**12.2.** Unregistered Buyer/Registered Buyer shall not be allowed to:

12.2.1. Use Klix contrary to the Terms;

12.2.2. Deconstruct, reverse engineer or disassemble the Klix Mobile App;

12.2.3. Separate or detach components of the Klix Mobile App, among other things, for the purpose of running them on various hardware units or software and handing them over to other parties;

12.2.4. Remove or alter labelling or notifications of the Klix Mobile App including but not limited to reference to the Company as the owner of the Klix Mobile App;

12.2.5. Perform actions that might have a negative impact on Company's activity, among other things, cause loss to the Company;

12.2.6. Use Klix for illegal purposes.

**12.3.** Unregistered Buyer/Registered Buyer shall, to the extent possible, be obliged to ensure that other persons refrain from the actions listed above and if a person performs such actions and it becomes known to the Unregistered Buyer/Registered Buyer, promptly notify the Company thereof.

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

**13.1.** Klix Web and Klix App Registered Buyer shall have the right to delete Klix cookies from the browser at any time.

**13.2.** Klix Web and App Registered Buyer shall have the right to revoke his/her permission to keep information in Klix, linking it with the specific Merchant's website, at any time.

**13.3.** Klix App Registered Buyer shall have the right to delete the Mobile App at any time.

**13.4.** Klix App Registered Buyer shall have the right to delete the Klix profile by selecting the 'Delete Klix Profile' option in the 'Profile' section of the Mobile App at any time.

**13.5.** In the event that the Registered Buyer has performed the action described in sub-paragraph 13.1 of the Terms, but has not revoked the permission to keep information in Klix, linking it with the specific Merchant's website, when shopping at the respective Merchant, the Registered Buyer will be able to save the saved information in the Device and web browser repeatedly.

**13.6.** In the event that the Registered Buyer has performed any of the actions described in sub-paragraphs 13.1-13.3 of the Terms, except for the case specified in sub-paragraph 13.5 of the Terms, in order to resume using the Klix Profile the Klix Web Registered Buyer shall register as a Klix App Registered Buyer or in the event that the Registered Buyer has already been registered as a Klix App



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Registered Buyer, activate the Klix App Registered Buyer's profile by performing the necessary actions on the Mobile App.

**13.7.** In the event that the Klix Profile has been deleted, in order to resume using the Klix Profile, the Buyer shall repeat the actions described in sub-paragraph 3.5 and register as a Klix App Registered Buyer.

**13.8.** Registered Buyer shall be obliged to block the Klix Profile promptly in any case described in sub-paragraphs 13.8.1-13.8.4 of the Terms. In order to block the Klix Profile the Registered Buyer shall, in the form published on Company's website <https://klix.app>, enter the email address specified to the Company before, and receive a link from the Company to the email address specified, which the Registered Buyer shall then activate (by clicking on the link). Registered Buyer shall be obliged to block the Klix Profile promptly in any of the cases described below:

13.8.1. Registered Buyer's PIN Code has or might have become known to a third party or third parties have gained access to the biometric settings on the Registered Buyer's device (which enables third parties to authorise the Registered Buyer's actions on the Klix Profile);

13.8.2. Registered Buyer's Klix Profile has or might become accessible to a third party, among other things, due to illegal actions;

13.8.3. Registered Buyer's Mobile Device or SIM card of the registered Telephone Number has or might have become available to a third party without the Registered Buyer's permission, among other things, due to loss, theft or other illegal actions;

13.8.4. Unauthorised use of Klix or use of Klix for fraudulent purposes has occurred or there is a valid suspicion that it might have occurred or might occur.

**13.9.** Upon receiving the information mentioned in sub-paragraph 13.8 of the Terms, the Company shall block the Klix Profile of the respective Registered Buyer.

**13.10.** The Company shall be authorised to block the Registered Buyer's Klix Profile at its own initiative:

13.10.1. Should the Company suspect unauthorised use of Klix or its use for illegal purposes, among other things, if the Company suspects that the Buyer's Means of Electronic Identification or Online Banking Authenticator are used by third parties, Registered Buyer's PIN Code has or might have become known to third parties or the Registered Buyer's Mobile Device or SIM card of the registered Telephone Number or the Registered Buyer's Klix Profile has or might have become available to third parties, among other things, if in the course of authentication of the Registered Buyer or in the course of authorisation of a certain transaction, the PIN Code has been entered incorrectly 5 (five) consecutive times;

13.10.2. If necessary to ensure security, immunity, and confidentiality of the Registered Buyer and/or other Buyers and their transactions as well as to prevent potential loss to the Company, Registered Buyers or other Buyers;

13.10.3. If necessary to ensure security of the Klix Mobile App;

13.10.4. If the Registered Buyer breaches the Terms.

**13.11.** In the event that the Company has exercised the right to block the Registered Buyer's Klix Profile prescribed in sub-paragraph 13.9 or 13.10 of the Terms, the Company shall notify the Registered Buyer by sending a notification to the Telephone Number as an SMS or electronically to the email address confirmed by the Registered Buyer about blocking the Klix Profile, if possible before blocking but not later than right after blocking, unless informing would pose a threat to valid security considerations or it is prohibited by the laws and regulations of the Republic of Latvia.

**13.12.** The Company shall not be liable for the Registered Buyer's loss due to blocking/deletion of Registered Buyer's Klix Profile under the procedure laid down in the Terms.

## **14. Buyers' Claims, Dispute Settlement Procedure, and Supervisory Authorities**

**14.1.** Law of Lithuania, Estonia, or Latvia is applied to the relations concerning the use of Klix profile with respect to the place of residency of the Buyer. All disputes concerning the use of the Klix Profile that cannot be resolved by way of negotiations shall be referred to a court of Buyer's residency – Estonia, Latvia, or Lithuania - pursuing the laws and regulations of the appropriate country.

**14.2.** In accordance with the Buyer's residency, a consumer shall have the right to lodge a complaint with the consumer rights protection institution on the matters within its competence:



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**14.3.** For Estonian customers: Consumer Protection and Technical Regulatory Authority, Endla 10a, Tallinn, EE-10122, email: [info@ttja.ee](mailto:info@ttja.ee);

**14.4.** For Latvian customers or customers without a registered address, or with an address located outside the Baltic countries: Consumer Rights Protection Centre, Brivibas iela 55, Riga, LV-1010, email: [ptac@ptac.gov.lv](mailto:ptac@ptac.gov.lv);

**14.5.** For Lithuanian customers: State Consumer Rights Protection Authority, Vilniaus str. 25, Vilnius, LT-01402, email: [tarnyba@vvtat.lt](mailto:tarnyba@vvtat.lt).

### **15. Final Provisions**

**15.1.** The Company shall be authorised to amend the Terms unilaterally. The Company shall notify the Buyer of all amendments to the Terms by publishing the new edition of the Terms on Company's website <https://klix.app> as well as by sending a notification thereof to the Registered Buyer two weeks before the effective date of the amendments on the Klix Profile as a Mobile Notification or electronically to the email address confirmed by the Registered Buyer. Should the Registered Buyer continue to use Klix after the amendments to the Terms have become effective, it shall be deemed that the Registered Buyer has accepted and agrees to the amendments to the Terms.

**15.2.** For the purpose of ensuring security of Buyer's payment card data, processing of Buyer's payment card data in Klix shall be ensured according to the Payment Card Industry Data Security Standards (PCI DSS) detailed on the PCI Security Standards Council's website (<https://www.pcisecuritystandards.org>).