

## DEFINITION OF TERMS

**Bank** – JSC TRASTA KOMERCBANKA, unified registration No 40003029667, legal address: *Miesnieku iela 9, Rīga, Latvija, LV-1050*

**Customer** – a natural or a legal person that has opened an account with the Bank and to whom the Bank has issued Cirrus, Maestro or MasterCard payment card of the Bank.

**Service** – SMS Info service that by using short message services (SMS) provides an opportunity to receive to one's mobile phone information on authorized Customer's payment card transactions and, upon Customer's request, a list of five last authorized transactions and available balance of the payment card account. Information is provided to the Customer in accordance with what the Customer has required in his/her Questionnaire.

**Questionnaire** – a Service registration questionnaire which Customer fills out through Trast.Net before signing this Agreement and in which he/she specifies conditions of the Service.

**Trast.Net** – an electronic payment settlement system used by the Bank that supports remote account management and information exchange with the Bank through the Internet.

## 1. SUBJECT OF AGREEMENT

- 1.1. The Bank shall offer the Customer and the Customer shall agree to use the Service in accordance with the terms and conditions of this Agreement.
- 1.2. This Agreement shall determine conditions and procedure of the use of the Service, as well as the rights, obligations and responsibility of the Parties.
- 1.3. By signing this Agreement, the Customer confirms that he/she has read the rules of the use of the Service, which form an integral part of this Agreement, agrees with them and undertakes to follow the same throughout the entire period of this Agreement.

## 2. GENERAL PROVISIONS

- 2.1. The Service shall be available to the Customer of the Bank if all the below listed conditions apply to the Customer:
  - 2.1.1. Bank's Cirrus, Maestro or MasterCard payment card (cards) is issued to the Customer,
  - 2.1.2. The Customer uses either services of the mobile network operator *Latvijas Mobilais Telefons* or another mobile network operator that has obtained a licence authorizing to work in the territory of the Republic of Latvia (*Tele 2, Bite Latvija, Telekom Baltija*), or a foreign mobile network operator that has a cooperation agreement with *Latvijas Mobilais Telefons* (the list is available at: [http://www.lmt.lv/eng/abonentiem/tarifi/sms\\_tarifi/sms\\_uz\\_arvalstim](http://www.lmt.lv/eng/abonentiem/tarifi/sms_tarifi/sms_uz_arvalstim)),
  - 2.1.3. Customer's mobile phone provides an option of receiving and sending short messages.
- 2.2. The Customer hereby certifies that:
  - 2.2.1. prior to signing of this Agreement, he/she has verified singly that all the conditions set out in Clauses 2.1.1 – 2.1.3 herein are applicable to him/her;
  - 2.2.2. he/she understands that the Service is unavailable (or will become unavailable) to him/her if any of the conditions set out in Clauses 2.1.1 – 2.1.3 herein do not apply to him/her any longer.

## 3. USE OF SERVICE

- 3.1. In order to apply for the Service, the Customer shall fill out a Questionnaire in Trast.Net and shall conclude this Agreement.
- 3.2. To be able to use the Service, the Customer shall register his/her payment card issued by the Bank in Trast.Net and choose what information he/she would like to receive to his/her mobile phone in the form of a short message. In the Questionnaire, Customer may specify a type of a short message and the language of a message as well as a transaction limit, based on which messages about authorized transactions will be sent.

- 3.3. The Customer shall indicate in the Questionnaire all the information that is necessary for the use of the Service, including the number of the mobile phone to which the Bank will send short messages.
- 3.4. The Customer shall have an option to register the Service for several payment cards issued by the Bank. However, no more than ten payment cards can be attached to one phone number. Each payment card registered to receive the Service may be given a designation which cannot exceed 10 characters. Only one phone number can be attached to one payment card.
- 3.5. The Bank shall activate the Customer's payment card to be used for the Service immediately, but not later than within one business day of the Bank counting from the day of signing this Agreement. The Service shall be activated automatically and messaging shall start not later than on the next day after completion of the Questionnaire and conclusion of this Agreement, which can be done in Trast.Net.
- 3.6. The Service shall secure receipt of the following payment card information to one's mobile phone:
  - 3.6.1. confirmation of a payment card transaction authorization;
  - 3.6.2. available balance in the payment card account;
  - 3.6.3. list of the five last authorized transactions.
- 3.7. The Bank shall automatically send a message about authorization of a payment card transaction based on the transaction limit indicated in the Questionnaire. This limit shall define the transaction amount in regard to which the Customer wishes to receive short messages referred to in Clause 3.6.1.
- 3.8. The Bank shall send to Customer's mobile phone short messages mentioned in Clauses 3.6.2 and 3.6.3 herein only after receipt of the request messages referred to in Clauses 3.9 and 3.10 herein.
- 3.9. In order to receive information about available balance in the payment card account, the Customer shall send to the phone number +371-20220016 the following request message "BAL" and "chosen card designation" or "last four digits of the card number" (for instance, "BAL ZELTA" or "BAL 1234").
- 3.10. In order to receive a list of five last authorized transactions, the Customer shall send to the phone number +371-20220016 the following request message "TRX" and "chosen card designation" or "last four digits of the card number" (for instance, "TRX ZELTA" or "TRX 1234").
- 3.11. In the event that the Customer has sent an erroneous request message to the Bank, the following message will be sent to the Customer's mobile phone "Erroneous text message."
- 3.12. In the event that the Customer has sent a request message that is not allowed or a payment card is not registered for the Service, the Customer will receive the following message "Request is not allowed."
- 3.13. The short messages mentioned in Clause 3.6 herein shall be sent from the telephone number +371-20223178.
- 3.14. If the Customer wishes to change the conditions specified in his/her Questionnaire and/or the mobile phone number, he/she shall submit a written updated Questionnaire to the Bank or shall change registration data in Trast.Net. In this case, the Bank shall activate new/modified Service terms and conditions within one business day of the Bank.
- 3.15. A commission fee for the short messages sent by the Bank, which is chargeable pursuant to the Bank's Consolidated Services Price List, shall be debited from the Customer's payment card account every day for the messages sent the day before.

#### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 4.1. The Bank hereby undertakes to:
  - 4.1.1. ensure that the Customer can use the Service in accordance with the terms and conditions of this Agreement and the procedure established for the use of the Service;
  - 4.1.2. terminate provision of the Service after receipt of a respective Customer's written request or a message through Trast.Net or cancellation of the Service through Trast.Net.
- 4.2. Customer hereby undertakes to:

- 4.2.1. ensure on time that his/her payment card account with the Bank has sufficient funds for payment of the Bank commission that is to be charged for the provision of the Service;
- 4.2.2. observe terms and conditions of use of the Service that are specified in this Agreement throughout the entire period of the Agreement and during the time when the Service is used;
- 4.2.3. ensure that his/her mobile phone and information received from the Bank to the mobile phone does not become available to third parties. If the mobile phone to which the Service is provided is lost or stolen, the Customer shall immediately contact the Bank by calling the Bank Infocentre at +371-67027777 or sending a message to the Bank's e-mail address [info@tkb.lv](mailto:info@tkb.lv), or by suspending through Trast.Net the Service provided to the payment cards attached the mobile phone that has been lost or stolen. In this case, upon receipt of this information, the Bank during its business hours, shall immediately stop provision of the Service to the Customer.

## **5. LIABILITY**

- 5.1. The Customer shall be liable for truthfulness, accuracy, changes to and completeness of information furnished in the Questionnaire and in relation to the execution of this Agreement.
- 5.2. By signing this Agreement the Customer certifies that he/she is aware of and assumes full liability and any risks related to the use of the Service, including the risk that third parties can acquire information through the Service without Customer's consent.
- 5.3. The Bank shall not be liable for any losses that the Customer can incur in a situation when the Bank has sent a short message in accordance with the terms and conditions specified in the Customer's Questionnaire and to the phone number indicated in the Questionnaire.
- 5.4. The Bank shall not assume any responsibility for the quality of services supplied by communication service providers and shall not be held responsible for any losses incurred by the Customer that resulted from disturbances in communication services or from other failures or obstacles outside the Bank's control.
- 5.5. The Bank shall not be liable for disclosure of information in a situation if the content of the message sent to the mobile phone has become known to a third party, including if the Customer has not informed the Bank of the mobile phone being lost or stolen as prescribed in Clause 4.2.3 herein.

## **6. EFFECT AND TERMINATION OF THE AGREEMENT**

- 6.1. This Agreement shall take effect upon its signature and shall continue for an indefinite period of time.
- 6.2. The Customer shall have the right to terminate this Agreement at any time providing written notice to the Bank or canceling the Service through Trast.Net. In this case, the Bank shall discontinue provision of the Service and terminate the Agreement not later than within one (1) business day for the Bank after the receipt of a respective request from the Customer. In the event that the Customer has sent such a request through Trast.Net during a weekend or a holiday, it shall be deemed that the Bank has received it on the first business day following the said weekend or holiday.
- 6.3. The Bank shall be entitled to discontinue provision of the Service and terminate this Agreement at any time without notifying the Customer, if the Customer fails to abide by the terms and conditions of this Agreement.
- 6.4. In the event that Customer's payment card account with the Bank is closed, this Agreement shall be terminated automatically.

## **7. OTHER PROVISIONS**

- 7.1. Any dispute relating to or arising out of this Agreement shall be resolved through negotiations. If a dispute cannot be resolved through negotiations, it shall be forwarded to the court in compliance with effective regulatory enactments of the Republic of Latvia.