



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 User and/or Registered User's actions in Klix.
- 1.2. **Authorisation Device** – Registered User'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** – User'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 User/Registered User with the possibility of direct payment via the link included in an invoice, by clicking which the Unregistered User/Registered User goes directly to the respective e-invoice payment site where the Unregistered User/Registered User 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 User/Registered User 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 User/Registered User 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 User/Registered User as an Online Banking user or to confirm the initiated payment.
- 1.11. **Klix** – a system used by an Unregistered User/Registered User to settle accounts with the Merchant, including when buying good/services from the Merchant using Credit, or taking the Credit directly to own account.
- 1.12. **Klix Profile** – a personalised workplace which is identified based on the Registered User's Telephone Number and contains the Registered User's identification and personalised information for work with Klix. Each Registered User can only access their own information.
- 1.13. **Credit Institution** – a financial institution where an account has been opened for the Unregistered User/Registered User and online banking is connected.
- 1.14. **Credit** – funds used to pay for the goods and/or services purchased by the User from the Merchant that the Creditor lends to the User or funds issued directly to the User's account by the Creditor according to the terms and conditions of the Credit Agreement concluded between the User and the Creditor.
- 1.15. **Credit Agreement** – an agreement concluded between the User and the Creditor on using the Credit to pay the Merchant for the goods and/or services purchased by the User or on the transfer of the Credit directly to the User's account.
- 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 User 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).



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- 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 User** – 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.
- 1.22. User** – Unregistered User or Registered User, who, if they apply for the Loan, must be respectively residents of the Republic of Latvia, Republic of Lithuania, or the Republic of Estonia.
- 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 User in Klix during registration and only known to the Registered User, to be entered to use Klix in the Mobile Device, also intended to authorise actions performed by the Registered User.
- 1.25. Registered Information** – information provided by the Registered User 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 User's purchase from the Merchant.
- 1.26. Registered User** – 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, Rīga, 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 User/Registered User with the linked payment card, if the Unregistered User/Registered User gives such consent. Upon completion of a purchase transaction, the account of the Unregistered User/Registered User 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 User in the course of creating the Klix Profile which is registered with Klix and specified by the Registered User to clearly identify the Registered User 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 Users and Registered Users who use Klix. Unregistered User and Registered User fully agrees 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 User/Registered User as soon as the Unregistered User/Registered User has downloaded the Klix Mobile App.
- 2.4.** By using Klix the Unregistered User/Registered User receives a Credit according to the procedure laid down in Paragraph 4 of the Terms to his/her account or 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 User/Registered User which the Unregistered User/Registered User shall be authorised to use and which features the Unregistered User's/Registered User'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 User's Klix Profile

- 3.1.** Unregistered User 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.



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3.2. Should the Unregistered User chooses to save information in Klix, the Registered User's Klix Profile shall be created.

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

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

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

3.4. The Unregistered User shall take the following steps to become a Klix Web Registered User 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 User agrees to the Terms of Use of Klix;

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

3.4.5. Confirm that the Unregistered User 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 User shall become a Klix Registered User.

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

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 User has been a Klix Web Registered User 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 User's payment card, the data of which were added to the Klix Profile. Registered User agrees that the Company shall be authorised to verify the payment card of the Registered User by putting up to EUR 0.10 (10 cents) as a hold on the Registered User'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 User'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.



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

3.5.5.1. Unregistered User's name;

3.5.5.2. Unregistered User's email;

3.5.5.3. Other information requested;

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

3.5.7. If the Unregistered User has not been a Klix Registered User before, consent or refuse to receive commercial communications about Klix and advantageous offers. Registered User'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 User shall take the following steps in the following order to activate the Klix App Registered User'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 User's payment card, the data of which were added to the Klix Profile. Registered User agrees that the Company shall be authorised to verify the payment card of the Registered User by putting up to EUR 0.10 (10 cents) as a hold on the Registered User'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 User'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 User can add data of a maximum of 5 payment cards to the Klix Profile. Registered User 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 User by putting up to EUR 0.10 (10 cents) as a hold on the Registered User'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 User's payment card account.

3.8. In the event that the Registered User 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 User shall confirm the email address specified in the course of registration. After the Registered User 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 User, which the Registered User shall then activate. The email address entered by the Registered User shall be deemed their registered email address after such information is displayed in the Registered User's Klix Profile 'Personal Data' section on the Mobile App without a note that the email has not been confirmed.

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



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3.10. Registered User 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 User can change the registered email address in the Klix Profile on the Mobile App at any time. Registered User 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 User, which the User shall then activate. The new email address entered by the Registered User shall be deemed their registered email address after such information is displayed in the Registered User'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 User 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 User 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 User 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 User 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 User's consent.

4. Applying for Credit on Klix

4.1. A User who is respectively a resident of the Republic of Latvia, a resident of the Republic of Lithuania, or a resident of the Republic of Estonia and is at least 18 years old can choose to apply for Credit. It can be used:

- to pay for the goods and/or services to be purchased from the Merchant, provided that the respective Merchant offers said option;
- to finance other needs or purchases if direct lending option was chosen.

4.2. The amount of Credit the User 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 User 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 User 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. Reads and agrees to the Terms of Use of Klix;

4.5. In order to apply for Credit via Klix, when the Credit amount is being transferred directly to the User's account, the User shall take the following steps:

- 4.5.1. Select desired Credit amount in between the available limit via the interfaces, provided by Klix;



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- 4.5.2. Read the Klix Privacy Disclaimer;
- 4.5.3. Authenticate with the Means of Electronic Identification;
- 4.5.4. Enter the information necessary for Credit application;
- 4.5.5. Reads and agrees to the Terms of Use of Klix;
- 4.5.6. Provide own account number to which the loan amount has to be transferred, by authenticating with the means of the bank where the User's account is opened.
- 4.6. The Company, together with MoneyCare, shall ensure the processing of the Credit application to hand over the data to the Creditors for the assessment and preparation of offers or rejection.
- 4.7. In the event that in the course of processing the User's Credit application, it is found that the User cannot apply for Credit via Klix, the User shall be offered to pay for the goods/services with the User's payment card or by making the Online Banking Payment as a Registered User or Unregistered User.
- 4.8. The Creditor shall have the right to refuse to make a Credit offer to the User.
- 4.9. All Credit refusals and/or offers by Creditors shall be displayed to the User in Klix.
- 4.10. Upon the receipt of Credit offers from various Creditors the User can read the European Standardised Information Sheet and terms and conditions of the Credit Agreement, as well as clarify the procedure for receiving the Credit, which may differ and include additional conditions depending on the Creditor, and choose one of the offers.
- 4.11. After the User has chosen a Credit offer the User shall sign/confirm the Credit Agreement by Means of Electronic Identification which the User used to commence the process of application for Credit.
- 4.12. When Credit is taken in the purchase process, should the User be required to pay a share before the granting of Credit, the User shall be offered to pay the first instalment in Klix with the User's payment card or by making the Online Banking Payment. Should the User fail to pay his/her share, the Credit for payment for the goods/services shall not be granted.
- 4.13. The User can download the Credit Agreement and the Creditor can send the confirmed Credit Agreement to the email address specified by the User.
- 4.14. The Credit shall be granted according to the terms and conditions of the Credit Agreement.
- 4.15. The User shall pay back the Credit and make other related payments according to the terms and conditions of the Credit Agreement.
- 4.16. Additional information on recommendations for repaying the received Loan with more favourable terms for the User may be sent from the Klix solution to the e-mail specified by the User.

5. Confirmations

- 5.1. Unregistered User/Registered User shall provide the following confirmations that shall be valid and true throughout the use of Klix:
 - 5.1.1. Unregistered User/Registered User is the legal user of the payment card used to settle accounts with the Merchant;
 - 5.1.2. Unregistered User/Registered User has the right to perform the Online Banking Payment;
 - 5.1.3. Unregistered User/Registered User is the legal operator of the Mobile Device on which the Mobile App is downloaded;
 - 5.1.4. Unregistered User/Registered User is the legal holder of the registered Telephone Number;
 - 5.1.5. Unregistered User/Registered User has legal capacity and is not under the influence of alcoholic, narcotic, psychotropic, toxic substances while using Klix;
 - 5.1.6. Unregistered User/Registered User 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 User/Registered User confirms that the Unregistered User/Registered User has read the regulation on the processing of personal data described in Paragraph 9 of the Terms.

6. Authentication of the Registered User, Confirmation of Transactions and Other Security Measures



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6.1. Registered User shall, every time upon the commencement of use of the Mobile App, as well as in the event that the Registered User'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 User has activated the use of Biometric Authentication on the Mobile Device and Mobile App.

6.2. Purchase transactions of the Klix App Registered User, 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 User has activated the use of Biometric Authentication on the Mobile Device and Mobile App.

6.3. When Unregistered User/Registered User 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 User/Registered User. Upon completion of a purchase transaction, the payment card account of the Unregistered User/Registered User 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 User/Registered User.

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

6.6. Unregistered User/Registered User 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.

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

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

7. Klix Fee

7.1. Use of Klix shall be free of charge.

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

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 User/Registered User has the account, from which the respective payment has been made.

7.4. In the event that the User chooses to use Credit to pay for the goods and/or services to be purchased from the Merchant, or to get the Credit amount directly to the own account, 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 User/Registered User and the Merchant for the purpose of purchase/sale of goods or services shall be governed by their mutual business relationship, therefore, the Unregistered User/Registered User 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).



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

8.3. If in the course of using Klix, the Unregistered User/Registered User 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 User/Registered User has the account, from which the respective payment has been made.

8.4. Relationship between the User who chooses to use Credit to pay for the goods and/or services to be purchased from the Merchant, as well as when Credit is granted and paid directly to the User, and the Creditor with which the User concludes a Credit Agreement, shall be governed by the terms and conditions of said Credit Agreement. The User shall forward any Credit related questions to the Creditor with which the User has concluded the Credit Agreement.

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

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

8.7. Unregistered User/Registered User 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 User/Registered User 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.

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 User 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 Users and Registered Users 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.



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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 User/Registered User 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 User using one of the following methods of its choice: by sending it as an SMS to the Telephone Number registered by the Registered User, by sending it electronically to the email address confirmed by the Registered User or by sending it to the Telephone Number registered by the Registered User 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 User, including to notify the Registered User about matters concerning the use of the Mobile App and Klix. Mobile Notifications shall be prepared and sent to the Registered User 24/7 in the language used on the Mobile App.

10.3. In order to receive Mobile Notifications, the Registered User 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 User shall not need to apply separately to receive them.

10.4. Registered User 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 User, should the Mobile App be disconnected from the internet for over 24 hours.

10.5. Registered User 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 User 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 User/Registered User 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 User/Registered User 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 User's/Registered User's right to Klix, origin of the Unregistered User's/Registered User's goods, products, and services or Unregistered User's/Registered User's relationship with the Company including their use in connection with the name of the Unregistered User's/Registered User'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 User/Registered User 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;



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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 User/Registered User 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 User/Registered User, promptly notify the Company thereof.

13. Blocking and Deleting the Klix Profile

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

13.2. Klix Web and App Registered User 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 User shall have the right to delete the Mobile App at any time.

13.4. Klix App Registered User 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 User 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 User will be able to save the saved information in the Device and web browser repeatedly.

13.6. In the event that the Registered User 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 User shall register as a Klix App Registered User or in the event that the Registered User has already been registered as a Klix App Registered User, activate the Klix App Registered User'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 User shall repeat the actions described in sub-paragraph 3.5 and register as a Klix App Registered User.

13.8. Registered User 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 User 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 User shall then activate (by clicking on the link). Registered User shall be obliged to block the Klix Profile promptly in any of the cases described below:

13.8.1. Registered User'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 User's device (which enables third parties to authorise the Registered User's actions on the Klix Profile);

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

13.8.3. Registered User's Mobile Device or SIM card of the registered Telephone Number has or might have become available to a third party without the Registered User'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 User.

13.10. The Company shall be authorised to block the Registered User'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 User's Means of Electronic Identification or Online Banking Authenticator are used by third parties, Registered User's PIN Code has or might have



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become known to third parties or the Registered User's Mobile Device or SIM card of the registered Telephone Number or the Registered User's Klix Profile has or might have become available to third parties, among other things, if in the course of authentication of the Registered User 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 User and/or other Users and their transactions as well as to prevent potential loss to the Company, Registered Users or other Users;

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

13.10.4. If the Registered User breaches the Terms.

13.11. In the event that the Company has exercised the right to block the Registered User's Klix Profile prescribed in sub-paragraph 13.9 or 13.10 of the Terms, the Company shall notify the Registered User by sending a notification to the Telephone Number as an SMS or electronically to the email address confirmed by the Registered User 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 User's loss due to blocking/deletion of Registered User's Klix Profile under the procedure laid down in the Terms.

14. Users' 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 with respect to the place of residency of the User. All disputes concerning the use of the Klix that cannot be resolved by way of negotiations shall be referred to a court of User's residency – Estonia, Latvia, or Lithuania – pursuing the laws and regulations of the appropriate country. If the User resident of the Republic of Latvia does not have the declared place of residence or his/her declared place of residence is located outside the Republic of Latvia, the dispute is subject to consideration by a court of the Republic of Latvia with the Riga City Court (Rīgas pilsētas tiesa, Abrenes iela 8, Rīga, Latvija, LV-1050) as a court of the first instance.

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

14.2.1. For Estonian customers: Consumer Protection and Technical Regulatory Authority, Endla 10a, Tallinn, EE-10122, email: info@ttja.ee;

14.2.2. For Latvian customers or customers without a registered address, or with an address located outside the Baltic countries: Consumer Rights Protection Centre, Brīvības iela 55, Rīga, LV-1010, email: ptac@ptac.gov.lv;

14.2.3. For Lithuanian customers: State Consumer Rights Protection Authority, Vilniaus str. 25, Vilnius, LT-01402, email: tarnyba@vvtat.lt.

15. Final Provisions

15.1. The Company shall be authorised to amend the Terms unilaterally. The Company shall notify the User 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 User 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 User. Should the Registered User continue to use Klix after the amendments to the Terms have become effective, it shall be deemed that the Registered User has accepted and agrees to the amendments to the Terms.

For the purpose of ensuring security of User's payment card data, processing of User'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>).