

Terms and conditions of LHV Connect

Valid from 01.09.2016

1. TERMS USED IN THE AGREEMENT

- 1.1. **Bank** – is AS LHV Pank
- 1.2. **LHV Connect** – is the program interface between the Client's software and the Bank's systems, which enables the Client to use the Services through the Client software.
- 1.3. **Technical specification of LHV Connect** – are the technical specification imposed by the Bank and which must be fulfilled in order to use LHV Connect.
- 1.4. **Party/parties** – is/are the Bank or the Client.
- 1.5. **Client** – A Client is a 1) legal person, who has concluded an agreement with the Bank to use LHV Connect and wishes to use or consume the Services, or 2) a legal person designated by the Client who mediates the Services of LHV Connect to the Client and who is also a Client of LHV Connect.
- 1.6. **User** – a person appointed by the Client, whose rights and limits are established in the Internet Bank agreement.
- 1.7. **Monthly fee** – is the fee the Client is obligated to pay to the Bank on a monthly basis according to the Bank's price list for the service specified in the Agreement.
- 1.8. **Agreement** – is the agreement concluded between the Client and the Bank.
- 1.9. **Public key** – is a sequence of symbols enabling verification of the digital approval or digital signature of the owner of the certificate.
- 1.10. **Personal key** – is a sequence of symbols the owner of the certificate uses to compose their digital approval or digital signature and is known only to the owner of the certificate.
- 1.11. **Device certificate** – is a form of electronic verification, which is issued by a certification service provider approved by the bank (i.e AS Sertifitseerimiskeskus), that the client's software uses to connect to the bank and verify the messages sent to the bank.
- 1.12. **Digital signature** – is a form of electronic certification used to identify the User for the digital approval or signing required for the User to be able to use the Services. A Digital signature is based on the Public and Secret key and the Secret key is protected by a PIN.
- 1.13. **Security Feature** – the Personal Key along with the security PIN of a Device certificate or a Signature certificate stored on a device used for secure digital signing.

2. PURPOSE OF THE AGREEMENT

- 2.1. The agreement regulates the relationship between the Bank and the Client in relation to the provision of the Service and other accompanying circumstances.

3. USING THE SERVICE

- 3.1. The functioning and contents of the Client's software as well as the quality of the Service through the software is the sole responsibility of the Client. The Client assumes the obligation to conduct all the necessary development works on the software used by them, which are necessary for establishing a secure and functional connection with LHV Connect.
- 3.2. The Client has the obligation to report any changes in the software to the Bank in writing at least 15 banking days in advance, which is the minimum time the Bank needs to reconfigure LHV Connect and to conduct all the related technical works.
- 3.3. The Bank has the right to add, change or terminate any Services offered through LHV Connect. The Bank has the obligation to notify the Client at least 1 (one) month in advance of any changes to the technical specification of LHV Connect. The Bank has the obligation to notify the Client at least 3 (three) months in advance of termination of the Service.
- 3.4. The Service is used according to the technical specification applicable for the respective Service.
- 3.5. If the provision of the service is not possible due non-compliance with the agreed terms and conditions the Bank issues an error report to the client.
- 3.6. Services which need to be signed digitally must be approved by the User with a digital signature.
- 3.7. The Bank has the right to suspend Transactions immediately, when the way the Transactions are conducted does not comply with the requirements set by the Bank.

4. TECHNICAL REQUIREMENTS

- 4.1. All orders and approvals between the Parties and related to the use of the Service must comply with the technical specification of LHV Connect (valid technical specification available on the web page of the Bank).
- 4.2. The Bank and the Client take the obligation to ensure the reliability and security of the software and systems used for the Service.
- 4.3. The Bank grants the Client access to the Service on the condition that the Client follows the procedure for using the service as provided in the agreement.
- 4.4. The Parties undertake to notify the other Party as soon as possible of all circumstances which have damaged or could damage the Parties' software or the performance of the Agreement, as well as any circumstances which may be necessary for the secure

functioning, maintenance or repair of the Parties' technical solutions and systems.

5. SECURITY REQUIREMENTS

- 5.1. The Client undertakes to keep the Security Feature carefully and in secret and to do everything necessary, incl. applying sufficient regulatory, physical and electronic security measures, to ensure their security, incl. only authorised access.
- 5.2. The Client has the obligation to ensure the secrecy of all Security Features and that the User also follows the usage requirements. The Client is responsible for all transactions made by the User.
- 5.3. The Client has the obligation to notify the Bank immediately of the loss or theft of the Security Feature or any other incidents which involved or could have involved the Security Feature becoming known to a third Person.
- 5.4. Should the Bank receive a notification pursuant to Clause 5.3 of the Agreement, the Bank has the obligation to employ all measures necessary to block the usage of the Security Feature.
- 5.5. When the Security Features are blocked, it is not possible to use the Services.
- 5.6. When the Security Features of one User are blocked, it is not possible to use the Services conducted with the Signature Certificate of the blocked User.

6. CONFIDENTIALITY

- 6.1. The Parties take the obligation of non-disclosure for an unspecified term in relation to any confidential information obtained on the basis of the Agreement.
- 6.2. Confidential information is understood by the Parties as all information arising from the use of the Service, security requirements related to the Agreement, technical data and any other information, experience, know-how and business secrets related to the Parties' operations.
- 6.3. Upon the termination of the contact and on the request of the Bank, the Client has the obligation to destroy any confidential data that has become known to them through the conclusion of the Agreement and use of the LHV Connect service.

7. NON-TRANSFERABILITY OF RIGHTS

- 7.1. The Client may not hand over or in any other way transfer their rights arising from the Agreement.

8. SERVICE FEES

- 8.1. The Client pays a service fee for the Service on the basis of the Bank's price list, unless agreed otherwise in the Agreement.
- 8.2. The Bank has the right to debit the full monthly fee from the Client's current account even if the Agreement was terminated in the middle of the month.

9. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

- 9.1. The Agreement enters into force when it is signed by the Parties and is concluded without a term.
- 9.2. Amendments to the Agreement are made on the basis of a written agreement between the Parties.
- 9.3. The Bank has a unilateral right to amend the terms and conditions and the price list of the Agreement by notifying the Client according to the procedure and time limits established in the Bank's general terms and conditions.
- 9.4. If the Client does not agree with the amended terms and conditions, they have the right to cancel the Agreement immediately. If the Client has not cancelled the Agreement within 1 (one) month, the Bank has the right to regard the Client as having agreed with the amended terms and conditions (tacit consent) and to apply the amended terms and conditions to the Client since their entry into force.
- 9.5. The Client has the right to cancel the Agreement at any time.
- 9.6. The Bank has the right of ordinary cancellation of the Agreement by notifying the Client at least 1 month in advance as provided in the general terms and conditions.
- 9.7. The Bank has the right to cancel the Agreement without the required notification time, if the Client's service fees are in debt for at least 6 (six) months.
- 9.8. The Bank has the right to cancel the Agreement without observing the notification time if the Client violates the terms and conditions of the Agreement.
- 9.9. The Agreement will be considered as having expired when the Client's current account contract has expired.
- 9.10. Expiry of the Agreement does not have any effect on the falling due and satisfaction of any monetary claims arising from Transactions conducted before the expiry of the Agreement.

10. OTHER TERMS AND CONDITIONS

- 10.1. In issues not governed by the Agreement, the Bank's general terms and conditions, the Bank's Internet Bank terms and conditions and the Bank's payment service terms and conditions shall be applied. In case in any discrepancies between the Bank's general terms and conditions, the Bank's Internet Bank terms and conditions and the Bank's payment service terms and conditions, the terms and conditions of the Agreement shall prevail.