



Baltic International Bank

Baltic International Bank SE WEBSITE TERMS OF USE

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1. Organisational Properties of the Document

Version No	Effective date:	Summary of amendments	Pages
1.	15.01.2021	Bank has revised and updated these ToU to bring them in line with the related documents and in line with the amendments thereto.	4

Process	Availability of information and communication. To ensure posting of relevant information on Bank's website (according to the "List of Processes and the Owners Thereof" approved by Bank)
Owner of the process	Marketing and Communication Department (MCD)
Owner of the ToU	Head of MCD
Code of the ToU	NT/060/141/V01
Scope of application	Bank-wide level: employees of all departments and divisions
Recipients of the ToU-specific approval notification	These ToU are binding upon the Heads of Bank's functional units (they are recipients of the notifications). Recipients of the ToU-specific approval notification must ensure that their subordinates (who are involved in performing functions and activities described herein) familiarise themselves with the ToU.
Overall supervision over compliance with the ToU	Bank's Management Board
Null and void ToU	JSC „Baltic International Bank“ WEBSITE TERMS OF USE approved by the Management Board on 16 February 2017 (Minutes No 01-05/07/17).
Regularity of the updates	At least once every three years or on an as-needed basis. The Head of the MCD is responsible for revising and updating these ToU in a timely manner in accordance with the <i>document update schedule</i> approved by the Management Board, or on an as-needed basis, in the light of the changes in the legislative and regulatory framework or in Bank's organisational structure.

2. Definitions and Interpretation

For the purposes of these ToU:

Bank means Baltic International Bank SE.

Client means any natural person, legal person or an association of such persons to which Bank provides or intends to provide financial or other services.

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Visitor refers to an internet user who visits Bank's website.

Website means Bank's website; Bank's official web address is <https://www.bib.eu>.

Website Terms of Use (ToU) means the Website Terms of Use outlined herein.

3. General Provisions

3.1. These ToU prescribe the manner in which Bank provides Visitors with the opportunity to access and use the Website.

3.2. These ToU come into force upon final approval by the Management Board, with effect from the date set by the Management Board.

4. General ToU

4.1. The term 'Website' means a website created and operated by Bank, together with the information and materials contained thereon. Bank's web address is <https://www.bib.eu>.

The purpose of the Website is to keep its Visitors informed about Bank's business, banking services and products and the terms and conditions of usage thereof.

4.2. To visit the Website securely, find the address bar (a long white bar at the top of your browser window) and type the web address into this bar. SSL (Secure Sockets Layer) is used to create secure connection with the Website. Bank's web server establishes an encrypted link between the Website and your web browser. The lock icon is the key indicator to let you know that you are protected by an SSL-encrypted session. Clicking on the lock displays SSL Certificate and all relevant details (authenticity, the Certification Authority, and the expiration date).

4.3. Bank may unilaterally modify the content of the Website at any time.

4.4. Bank may not be held liable for any expenses, damages and losses that may result from the use of information or data contained in the Website / visiting the Website, also if Bank or Bank's representative has been aware of the Website errors.

4.5. The information contained in the Website is of an informative nature and is for general guidance only. The terms and conditions of Bank's services, as described in the Website, become binding upon Bank in relation to a specific customer only if they are incorporated into the relevant agreement concluded between Bank and the customer.

4.6. The information contained in the Website does not constitute Bank's offer or solicitation (recommendation) to buy Bank's services, unless otherwise expressly stated by Bank.

4.7. The Website is not intended for use by persons who are prohibited or banned, under the applicable laws, from accessing or using the Website on grounds of their citizenship (nationality), real seat (corporate domicile), or place of residence (domicile).

4.8. Bank may not be held liable for reduced functionality or temporary non-availability of the Website.

5. Third-Party Links and Websites

5.1. Clickable links (hyperlinks) to websites owned and operated by third parties (as displayed in the Website) are included for information purposes only. The inclusion of any links to other websites does not imply affiliation with or endorsement by Bank. Bank accepts no liability for any information provided or published by the third parties, even if the information is accessible via links communicated to Visitors in the Website.

5.2. *Assumption of Risk.* It is expressly understood that Visitor assumes all risks associated with using third-party links to the Website and links (as displayed in the Website) to third-party websites. If you

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follow a link from the Website to a third-party website or a link from a third-party website to the Website, Bank may not be held liable for the content, usage and accessibility (technical availability) of the websites.

5.3. Bank accepts no liability for any losses or damages incurred by Visitor through visiting third-party websites, even if the links to third-party websites are displayed in the Website.

6. PII and Passwords

6.1. Visitor (Client) expressly agrees to use his/her personally identifiable information (PII) and the passwords assigned by Bank only in accordance with Bank's General Terms and Conditions for Transactions and relevant agreements concluded between Visitor (Client) and Bank.

7. Copyright-Protected Website

7.1. If so expressly stated in the Website, Bank and/or third parties retain the title (ownership right), copyright© and other intangible intellectual property rights to the Website, including texts, graphics, visual elements, sounds (audio information) and other information. Visitors are strictly prohibited from copying, publishing or otherwise distributing trademarks or logos contained in the Website without prior written consent of the owners of the trademarks or the logos.

7.2. No part of the contents of Bank's Website may be cited without expressly indicating the source in an appropriate manner.

8. Applicable Law and Jurisdiction

8.1. The law of the Republic of Latvia governs the content and functionality of the Website. Disputes arising in connection with the use of the Website or the application of these ToU will be resolved by an ordinary court of the Republic of Latvia.

9. Information for Visitors Classed as Non-Residents of the Republic of Latvia

9.1. The information provided in the Website is not intended for distribution to (or use by) any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation.

9.2. The information contained in the Website is not intended for the use by U. S. persons within the meaning of the following U. S. Federal Securities Laws:

- the Securities Act of 1933, as amended
- the Securities Exchange Act of 1934, as amended.

9.3. The information contained in the Website is not intended for retail investors in the United Kingdom. The information is intended for professional investors only.

10. Privacy Policy and Cookie Disclosure

10.1. Bank uses cookies (small bits of data stored as text files on a browser) to ensure functionality and to improve performance of the Website. Every time Visitor visits the Website, cookies are transmitted from the Website (sent by server to Visitor's web browser). Thus, Visitor gets cookies stored on his/her browser or mobile device. As cookies are browser dependent, the volume of the stored cookies is determined by Visitor's browser settings.

10.2. Bank uses cookies of its own systems and of other web analytics services, such as *Google Analytics*. Cookies may be session cookies (temporary cookies) or persistent cookies (cookies which enable our website to 'remember' who you are and to 'remember' your preferences within our website). Bank sets and manages cookies. Cookies are used for analytical purposes, namely to summarise anonymous data relating to website traffic statistics and Visitors' behaviour while on the Website. Bank summarises information about:

- the areas of the Website visited by Visitor and the amount of time spent in the Website

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- sources (website, search engine, social networking services, and others) wherefrom Visitor accesses the Website
- a browser, operating system (OS), device (and its screen resolution) used by Visitor when visiting the Website,
- other relevant aspects.

The information is necessary to maintain the operability (functionality) of the Website and to collect statistics for the purpose of analysing and improving the Website to best suit the needs of Visitors.

10.3. Any information gathered by cookies is stored only until cookie expiration dates and is not used for any purposes other than those specifically mentioned in the ToU.

10.4. Visitor may configure his/her browser to restrict or block cookies. Visitor can adjust your browser settings to delete or reject cookies (web browsers such as *Google Chrome, Firefox, Internet Explorer, Safari*, and others). The settings are normally available in the menu of browser options or user preferences. However, if Visitor disables cookies, this will affect Visitor's ability to use all possibilities offered by the Website.

10.5. If Visitor discloses (when completing the application or communicating with Bank over email) his/her given name, family name, personal ID or other personally identifiable information (PII), Visitor expressly authorises Bank to process the PII in accordance with Bank's General Terms and Conditions for Transactions (Section 5).

Legal Framework

These ToU have been drawn up with reference to:

- Credit Institutions Act [*Kredītiestāžu likums*] of the Republic of Latvia;
- Consumer Protection Act [*Patērētāju tiesību aizsardzības likums*] of the Republic of Latvia;
- Personal Data Protection Act [*Fizisko personu datu apstrādes likums*] of the Republic of Latvia;
- Related Bank's internal regulatory and guidance documents.

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