



Klix Terms of Use

The Klix Mobile App is currently unavailable.

For the duration of this downtime, the Terms and Conditions related to the Mobile App and its usage shall be considered temporarily inapplicable.

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 qualified electronic signature within the meaning of Article 3(12) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

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 User with the possibility of direct payment via the link included in an invoice, by clicking which the User goes directly to the respective e-invoice payment site where the User shall choose the method of payment for the goods/services.

1.7. Creditor – Company's and JO1N Baltic'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 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 The 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 The User as an Online Banking user or to confirm the initiated payment.

1.11. Klix – a system used by the 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. In case of co-borrowing under the Credit Agreement, each co-borrower shall have access to the Credit Agreement information.

1.13. Credit Institution – a financial institution where an account has been opened for the 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. Payment Initiation Service – a payment service provided by PISP, which provides an



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opportunity for the User to pay for the Merchant's goods and/or services, within the Klix solution, by initiating the Online Banking Payment from the User account with the Credit Institution, other than the Company.

1.17. Payment Initiation Service Provider (PISP) – the Company.

1.18. 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.

1.19. Mobile App – a service available in the Klix Mobile App to use Klix on the Mobile Device.

1.20. Client Portal – a service available on the Web (my.klix.app) to use Klix on any internet browser.

1.21. 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).

1.22. JO1N Baltic – limited liability company JO1N Baltic reg. No. 40203244637, address: Republikas laukums 2A, Rīga, LV-1010, which is the Company's partner in processing credit applications.

1.23. 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.

1.24. Terms – Terms of Use of Klix.

1.25. 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.

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

1.27. 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.

1.28. 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.

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

1.30. Company – Akciju sabiedrība Citadele banka, reg. No. 40103303559, registered address: Republikas laukums 2A, Rīga, LV-1010, Latvia. The Company's supervisory authority is the European Central Bank. Written complaints, related to the operation of the Company, can be submitted in accordance with Paragraph 16 of the Terms.

1.31. 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 User with the linked payment card, if the User gives such consent. Upon completion of a purchase transaction, the account of the User with the linked payment card is debited for the actual purchase amount, and the difference is released from the reservation.

1.32. 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.

1.33. 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.

1.34. Account Information Service Provider (AISP) – a company that enables customers to provide read-only Accounts List Data and/or Account Statement Data. AISP has a contractual relationship with Company and is licensed under requirements of applicable law.

1.35. Account Statement Data – information on transactions in the User's account with financial institution, i.e. payee information, payer information, amount of the payment, currency, and payment description.

1.36. Accounts List Data – list of the User's accounts with financial institutions, i.e. account number (IBAN), account name, account currency, and account owner (name surname).

2. General Terms and Conditions

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



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2.2. These Terms shall be mandatory to all Users who use Klix. The User fully agrees to these Terms and acknowledge the Terms as binding upon themselves upon confirmation before making a purchase from the Merchant or while creating a Klix Profile.

2.3. Paragraphs 7, 11, 13, and 14 of the Terms shall become effective immediately and be binding to the User as soon as the User has downloaded the Klix Mobile App or authenticated in the Client Portal.

2.4. By using Klix the User receives a Credit according to the procedure laid down in Paragraph 4 of the Terms to his/her account, or ensures payment to the Merchant for the goods and/or services purchased by using a payment card (VISA or MasterCard) which the User shall be authorized to use and which 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.

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

3.3. Various Klix functionalities and features are available to the Registered User, incl. auto-completion of Registered Information is available:

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

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

3.3.3. 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.

3.4. The history of purchases made by the Registered User using Klix shall be available to the Registered User on the Mobile App or in the Client Portal:

3.5. To become the Registered User, the Unregistered User must complete a series of actions in the Klix solution, either when shopping at the Merchant or registering on the Client Portal. These actions include at least:

3.5.1. specify the requested information about Users (e.g., name and surname, personal code);

3.5.2. register and verify email and/or phone number;

3.5.3. read and confirm that the Unregistered User agrees to the Terms of Use of Klix;

3.5.4. 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;

3.5.5. confirm that the Unregistered User wishes to save the information provided in the course of making a purchase in Klix;

3.5.6. upon successful payment confirmation while making a purchase in Klix or authentication on the Client Portal the Unregistered User shall become a Klix Registered User.

3.6. Registered User's can add maximum 5 payment cards to the Klix Profile. Registered User confirms that while adding the cards the Company may verify the cards by reserving up to EUR 0.10 (10 cents) as a hold on the Registered User's card to prevent fraud. After the receipt of the confirmation of the hold the Company will send notice to the card issuer that the reserved amount has not been debited to Registered User's payment card account;

3.7. The User can download and install the Mobile App on his/her Mobile Device, create a PIN Code as well as activate the use of a Biometric Authenticator, if supported by the Mobile Device.



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- 3.8.** Registered User may change current or restore a blocked PIN Code on their Mobile App Klix Profile at any time.
- 3.9.** Registered User can change the email address in the Klix Profile on the Mobile App or in the Client Portal at any time.
- 3.10.** When the Klix Profile has been created, depending on the functionality, the Telephone Number or the Means of Electronic Identification shall be used for further identification of the Registered User to use Klix.
- 3.11.** 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.
- 3.12.** 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, if activated on the Mobile Device and Mobile App.
- 3.13.** The Registered User must keep the Mobile App up to date. With outdated versions of the Mobile App, some functionalities and processes may be unavailable.
- 3.14.** The Company may 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 via Klix

- 4.1.** The User who is respectively a resident of the Republic of Latvia, Lithuania, or Estonia respectively 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;
 - to finance other needs or purchases if direct lending option was chosen.
- 4.2.** The minimum and maximum limit amount of Credit may be limited and other technical limitations may apply. The said limitations are set out on the Company's website <https://klix.app>.
- 4.3.** The Merchant may also limit purchases on Credit, e.g. limit types of goods/services that can be purchased on Credit, set the minimum/maximum amount on Credit purchases from the Merchant for payment by Credit.
- 4.4.** To apply for Credit via Klix, the User must:
- 4.4.1. select payment by Credit when shopping at the Merchant or select desired Credit amount within the limits available via the interfaces provided by Klix, when the Credit amount is being transferred directly to the User's account;
 - 4.4.2. read the Klix Privacy Disclaimer;
 - 4.4.3. authenticate with the Means of Electronic Identification;
 - 4.4.4. enter the information necessary for Credit application;
 - 4.4.5. add the co-borrower contact information for the collection of the consent, if applicable;
 - 4.4.6. if required, provide Account Statement Data via AISP for the last 180 days;
 - 4.4.7. provide own account number to which the loan amount must be transferred, if applicable;
 - 4.4.8. read and agree to the Terms of Use of Klix;
 - 4.4.9. co-borrower, if applicable, performs actions described in Clauses 4.4.3., 4.4.4., 4.4.6. and 4.4.7. of Terms.
- 4.5.** The Company, together with JO1N Baltic, transmits the Credit application for assessment and preparation of offers or rejection.
- 4.6.** If the User is not eligible for the Credit via Klix, the User will be offered to pay for the goods/services by means of the User's payment card or Online Banking Payment.
- 4.7.** The Creditor may deny the Credit offer to the User.
- 4.8.** All denials and/or offers of Credit by Creditors are displayed to the User in Klix.
- 4.9.** When a Credit offer (-s) is (are) received, the User can read the European Standardised Information Sheets and the Credit Agreements, the contracting procedure, which may differ by Creditors, and depending on the Creditor, have additional terms and conditions included in the Credit Agreement.
- 4.10.** After the User has chosen a Credit offer, the co-borrower, if applicable, and the User will



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sign/confirm the Credit Agreement by Means of Electronic Identification used in the Credit application process. The co-borrower, who is the spouse, shall only give consent to sign the Credit Agreement in accordance with the legal requirements of the Republic of Lithuania.

4.11. In cases when the User is required to make a downpayment to receive Credit, the User will be offered to make the downpayment via Klix or directly to the Merchant, if applicable. If the User fails to make the downpayment, the Credit

Agreement is not signed (not delivered to the User), and the Credit will not be granted.

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

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

4.14. The User must back the Credit and make other related payments according to the terms and conditions of the Credit Agreement.

4.15. Klix may send additional advice on how to repay the Credit drawn on better terms for the User to the e-mail specified by the User.

5. Using Account Information Services

5.1. While applying for Credit on Klix, User can be asked to provide Accounts List Data and/or Account Statement Data.

5.2. Account Statement Data are provided to potential Creditors and are needed to maximize the User's chances to get the Credit offer. Account Statement Data can be used in repetitive User's attempts to apply for Credit when no public registries and no other means to access data on income and expenses are available.

5.3. Account Statement Data via AISP are acquired for the past 180 days starting from the day the Account Statement Data are requested.

5.4. Accounts List Data are needed to present it to the User and let the User choose to which account the Credit amount will be transferred if the User signs the Credit Agreement.

5.5. Account Statement Data and Accounts List Data are stored temporarily for one day (24 h) after such data have been received.

5.6. The User gives AISP a consent to access Account Statement Data and/or Accounts List Data in the Financial Institution. The consent is valid 30 days, and is automatically terminated by Klix at the end of each calendar month if it does not expire earlier.

6. Using Payment Initiation Service

6.1. The Payment Initiation Service works with the Credit Institutions, that are available online, if data exchange is available to the PISP with these Credit Institutions, as specified in Commission Delegated Regulation (EU) 2018/389.

6.2. The User using the Payment Initiation Service can request the Company to submit the Online Banking Payment to the Credit Institution for execution. For this purpose, the User confirms his order to the Company with the Online Banking Authenticator requested by the Credit Institution. The funds required for the execution of the Online Banking Payment are not in the possession of the Company and are transferred directly from the User's account with the Credit Institution to the account of the Merchant.

6.3. For purchase of the product/service selected by the User, all information included in or related to the Online Banking Payment, if it is initiated through the Payment Initiation Service, becomes available to the Credit Institution and the Merchant. Online Banking Authenticators used by the User in the Payment Initiation Service are available only to the User and the Credit Institution.

6.4. If provided for by law, the Credit Institution may deny the Company's access necessary for the provision of the Payment Initiation Service. In this case, as well as in other cases where the User has a claim regarding the Online Banking Payment via the Payment Initiation Service, the User should contact the Credit Institution directly.

7. Confirmations

7.1. The User shall provide the following confirmations that shall be valid and true throughout the use of Klix:

7.1.1. The User is the legal user of the payment card used to settle accounts with the Merchant;



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- 7.1.2. The User has the right to perform the Online Banking Payment;
- 7.1.3. The User is the legal operator of the Mobile Device on which the Mobile App is downloaded;
- 7.1.4. The User is the legal holder of the registered Telephone Number;
- 7.1.5. The User has legal capacity and is not under the influence of alcoholic, narcotic, psychotropic, toxic substances while using Klix;
- 7.1.6. The 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.
- 7.1.7. The User confirms that the User has read the regulation on the processing of personal data described in Paragraph 11 of the Terms.

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

- 8.1. Registered User will 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.
- 8.2. 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.
- 8.3. When the User is shopping at the Merchant who uses the Amount Reservation functionality, the maximum amount of purchase/use of the goods and/or services will be reserved in the payment card account of the User. Upon completion of a purchase transaction, the payment card account of the User is debited for the actual purchase amount, and the difference is released from the reservation.
- 8.4. All transactions in Klix confirmed with a PIN Code or a Biometric Authenticator, Means of Electronic Identification including Digital Signature or Online Banking Authenticator are binding upon the User and co-borrower (if involved).
- 8.5. Registered User must 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.
- 8.6. The User undertakes to use Klix in person only, 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 does not become available to the third parties.
- 8.7. 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.
- 8.8. Authentication with a Biometric Authenticator is performed using the technology of the manufacturer of the Mobile Device, thus the Company will not process and store the Registered User's biometric data.
- 8.9. Registered User is obliged to ensure that the third parties are not offered an opportunity to use the email address registered by the Registered User.

9. Klix Fee

- 9.1. Use of Klix is free of charge.
- 9.2. The fee of the issuer that issued the User's payment card on the payments with the payment card shall be set according to the price list of the respective issuer.
- 9.3. A commission fee for the Online Banking Payment is determined in accordance with the price list of the respective Credit Institution, in which the User has the account, from which the respective payment has been made.
- 9.4. If 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, fees and other payments related



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to processing and granting of the Credit are 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.

10. Liability for Damages

10.1. Relationship between the The User and the Merchant for the purpose of purchase/sale of goods or services is governed by their mutual business relationship, therefore, the The 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).

10.2. If while using Klix, the User ensures payment to the Merchant for the goods and/or services purchased with a payment card issued to the User (VISA or MasterCard), the User will forward any card payments related questions to the institution that issued the payment card to the User.

10.3. If in the course of using Klix, the 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 the User has the account, from which the respective payment has been made.

10.4. 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, is governed by the terms and conditions of the Credit Agreement. The User will forward any Credit related questions to the Creditor with which the User has concluded the Credit Agreement.

10.5. The Company is not liable for any damages incurred by the User or any third party due to unauthorized use of the User's Means of Electronic Identification or Online Banking Authenticator.

10.6. The User shall be liable for the security of his/her Device and connections.

10.7. The User is liable for the accuracy of data provided to the Company.

10.8. The Company will be liable for the quality of the goods and services offered by Merchants. The 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.

10.9. The Company will not be liable for the prices of the goods and services set by Merchants and changes to the same.

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

10.11. To the extent permissible by law 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.

10.12. Registered User agrees that in the event of loss or negligent storage of access data, Mobile Device, its SIM card, the Company will not be liable for any consequences of damages thereof.

10.13. The Company will 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:

10.13.1. Force majeure events;

10.13.2. Measures implemented by authorities;

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

10.13.4. Interruptions of postal service, automated data processing, data transmission, and functioning of other electronic means of communication or power outage beyond the Company's control;

10.13.5. Fire outbreak or similar acts of God;

10.13.6. Technical issues regarding the Mobile App;

10.13.7. Industrial actions such as strikes, lockouts, boycotts, and blockades, regardless of whether the Companies involvement in such actions.



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11. Processing of Personal Data and Cookies

11.1. The Company ensures the processing of personal data of 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. commercial communication) which is carried out according to the Klix Privacy Disclaimer on commercial communication available on the Company's website <https://klix.app>.

11.2. 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>.

11.3. JO1N Baltic ensures the processing of Credit application data according to the JO1N Baltic Privacy Policy available on the Company's website <https://klix.app>.

11.4. The User can find information about the cookies used on the Company's website <https://klix.app>.

12. Communication

12.1. Unless the Terms state otherwise, the Company will 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.

12.2. The Company is authorized 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 will be prepared and sent to the Registered User 24/7 in the language used on the Mobile App.

12.3. To receive Mobile Notifications, the Registered User must activate this option on the Mobile App of the Mobile Device. The Company is authorized to send notifications which are a part of the functionality of the Mobile App and the Registered User has no need to apply separately to receive them.

12.4. Registered User is 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.

12.5. 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.

12.6. The Company is authorized to temporarily suspend access to Mobile Notifications, if needed, to check the Klix related hardware.

12.7. The Company has its registered office and email address published on the following Company's website <https://klix.app>.

13. Trademarks, Design, and Patents

13.1. The User does not acquire 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.

13.2. The User is not be authorized to use, apply for registration and/or register trademarks, design and/or patents that might give a misleading impression of, among others, the User's right to Klix, origin of the User's goods, products, and services or User's relationship with the Company including their use in connection with the name of the User's product or service, name of a legal entity or domain.



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14. Other Limitations to Rights

14.1. The Company reserves 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>.

14.2. The User may not:

14.2.1. Use Klix contrary to the Terms;

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

14.2.3. 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;

14.2.4. 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;

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

14.2.6. Use Klix for illegal purposes.

14.3. The User is, to the extent possible, be obliged to ensure that the third persons refrain from the actions listed above and if any third person performs such actions and it becomes known to the The User, promptly notify the Company thereof.

15. Blocking and deleting the Klix Profile

15.1. The Registered User may delete Klix cookies from the browser at any time.

15.2. The Registered User may revoke his/her permission to keep information in Klix, linking it with the specific Merchant's website, at any time.

15.3. The Registered User may delete the Mobile App at any time.

15.4. The Registered User may delete the Klix profile by selecting the 'Delete Klix Profile' option in the 'Profile' section of the Mobile App or by selecting "Delete Klix Profile" in the Client Portal settings section at any time.

15.5. Registered User is obliged to block the Klix Profile promptly in any case described in sub-paragraphs 15.5.1 – 15.5.4 of the Terms. For the purpose of blocking of the Klix Profile the Registered User must, in the form published on Company's website <https://klix.app>, enter the email address specified to the Company before, and after receiving a link from the Company to the email address specified, which the Registered User shall then activate it by clicking on the link. The Registered User shall be obliged to block the Klix Profile promptly in any of the cases described below:

15.5.1. 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 the third parties to authorize the Registered User's actions on the Klix Profile);

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

15.5.3. 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;

15.5.4. Unauthorized 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.

15.6. Upon receiving the information mentioned in sub-paragraph 15.5 of the Terms, the Company will block the Klix Profile of the respective Registered User.

15.7. The Company shall be authorized to block the Registered User's Klix Profile at its own initiative:

15.7.1. if the Company suspects unauthorized or illegal use of Klix, e.g. User's Means of Electronic Identification or Online Banking Authenticator are used by third parties, the Registered User's PIN Code has or might have 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, or if in the course of authentication of the Registered User or in the course of authorization of a certain transaction, the PIN Code has been entered incorrectly 5 (five) consecutive times;



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15.7.2. If it is 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;

15.7.3. If it is necessary to ensure security of the Klix Mobile App;

15.7.4. If the Registered User breaches the Terms.

15.8. If the Company has exercised the right to block the Registered User's Klix Profile prescribed in sub-paragraph 15.6 or 15.7 of the Terms, the Company shall notify the Registered User by an SMS or email to the 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 User's country of residence.

15.9. The Company is not 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.

16. Users' Claims, Dispute Settlement Procedure, and Supervisory Authorities

16.1. 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 – in accordance with 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.

16.2. In accordance with the User's residency, the User may submit complaints to the Company's supervisory authority, as well as a consumer may lodge a complaint with the competent consumer protection authority:

16.2.1. For Estonian customers: the Financial Supervision Authority (address Sakala 4, Tallinn 15030, telephone 6 680 500, e-mail info@fi.ee, website www.fi.ee), the Consumer Protection and Technical Regulatory Authority (Endla 10a, Tallinn, EE-10122, email: info@ttja.ee);

16.2.2. For Latvian customers or customers without a registered address, or with an address located outside the Baltic countries: : the Central bank of Latvia (address K. Valdemara street 2A, Riga, Latvia, LV-1050, e-mail: info@bank.lv), the Consumer Rights Protection Centre (Brīvības iela 55, Riga, LV-1010, email: ptac@ptac.gov.lv);

16.2.3. For Lithuanian customers: the Bank of Lithuania (address Totorių str. 4, LT-01121, Vilnius, website www.lb.lt) (by using links www.lb.lt/gincu-sistema, www.lb.lt/lt/spreskite-ginca-su-finansiniu-paslaugu-teikeju), the State Consumer Rights Protection Authority (Vilniaus str. 25, Vilnius, LT-01402, email: tarnyba@vvtat.lt).

17. Final Provisions

17.1. The Company may amend the Terms unilaterally. The Company will notify the User of any and all amendments to these 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 will be deemed that the Registered User has accepted and agrees to the amendments to the Terms.

17.2. To ensure security of User's payment card data, processing of User's payment card data in Klix is 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>).