

## STANDARD TERMS AND CONDITIONS OF THE ELECTRONIC SERVICES AGREEMENT

Applicable at Danske Bank A/S Estonia branch, Danske Bank A/S Latvia branch and Danske Bank A/S Lithuania branch from 12 November 2018

### 1. GENERAL PROVISIONS

**1.1.** These Standard terms and conditions of the Electronic Services Agreement establish the rights and obligations of the Bank and the Customer arising from the provision of the Bank's services to the Customer via Electronic Channels (Danske eBank, Danske mBank and Danske Telephone Bank).

**1.2.** Definitions used for the purposes of this document:

**Agreement** means the Electronic Services Agreement, which contains the Special terms and conditions and the Standard terms and conditions. All amendments and annexes, if any, to the Agreement constitute an inseparable part of the Agreement. The General Conditions, the Standard terms and conditions for provision of payment services and the Price List apply to the Agreement to the extent they do not conflict with the Agreement.

**Danske eBank** means the internet banking service of the Bank which provides access to customers to account information, payments and other services of the Bank.

**Danske mBank** means the internet banking service of the Bank through which customers using a mobile device and the Bank's mobile application can obtain information and use the services provided by the Bank. Danske mBank is an integral part of Danske eBank.

**Danske SMS notification** means the Bank's service which enables receipt of SMS text messages with information about the Customer's accounts opened with the Bank.

**Danske Telephone Bank** means the Bank's service through which customers using a telephone can obtain information and use the services provided by the Bank.

**Electronic Channels** means Danske eBank, Danske mBank and Danske Telephone Bank, which enable the Customer to perform Operations and use the services offered by the Bank in the remote mode.

**Electronic Services** means the Bank's services provided via the Electronic Channels.

**Electronic Signature** means an electronic signature/seal that is created by a qualified electronic signature creation device, issued by a certification services provider, meeting the requirements set by a competent institution, acceptable to the Bank.

**General Conditions** means the General terms and conditions of the Bank, which set out the general principles and the procedure for communicating with and serving customers as well as the general terms and conditions for conducting transactions between the Bank and the customers.

**Limit** means the largest allowed amount per payment transaction and/or the sum of payment transactions over a period as specified by the Customer or set by the Bank. Limits are indicated in euros.

**Operation** means any transaction/order which the Bank allows the Customer to perform via the Electronic Channels or via a single Electronic Channel, including payment transactions, securities account transactions, provision of information about the operations carried out in the account and about the balance of funds, submission of the Customer's requests and notifications to the Bank, agreements related to the Bank's services, authentication via Danske eBank towards third parties, etc.

**Payment Instrument** means any personalised device and/or set of procedures agreed between the Bank and the Customer, which the Customer uses to perform the Operations.

**PIN Generator** means the identification/authorisation device issued by the Bank, which generates unique password combinations by using a special algorithm.

**Security Elements** means the identification/authorisation measures acceptable to the Bank (e.g. User ID, PIN Generator, Electronic Signature etc.) allowing identification of the User and confirmation of the Operations.

**User** means the natural person specified by the Customer in the Special terms and conditions of the Agreement or otherwise agreed by the Customer and the Bank who is authorised to perform Operations via the Electronic Channels in the name of the Customer. The Customer and the User may coincide or differ.

**User ID** means a User identification code assigned by the Bank. Other terms used in these Standard terms and conditions have the same meaning as set out in the General Conditions.

### 2. CONCLUSION OF THE AGREEMENT

**2.1.** The Agreement must be concluded at the Bank's place of Service or via electronic channels acceptable to the Bank. If the Agreement is to be concluded at the Bank's place of Service, each Party will be provided with a separate copy of the Agreement and all copies will have the same legal effect.

**2.2.** The Agreement shall come into force after the Parties have agreed to its terms and conditions by signing of the front page(s) of the Agreement (including details of the Parties, the Special terms and conditions of the Agreement and confirmations of the Customer).

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 3.1. TECHNICAL AND SECURITY REQUIREMENTS

**3.1.1.** In order to use the Electronic Services, the Customer's means of communication and their connections must meet the technical requirements established by the Bank. These technical requirements are available to the Customer on the Bank's website.

**3.1.2.** The Customer must use Danske eBank on a computer with Internet connection and a browser which enables log-in to Danske eBank (the browser version is checked during log-in, so if the version is outdated, the Customer may receive warning messages or logging in to Danske eBank may be banned). Danske mBank can be used in Android, iOS or other operating systems acceptable to the Bank and installed by the User on his or her device (e.g. smart phone, tablet).

**3.1.3.** Prior to starting to use Danske eBank/Danske mBank for the first time and every time the Bank requests so, the Customer must familiarise himself/herself with the advices on secure use of Danske eBank/Danske mBank published on the Bank's website, and must take all actions recommended therein.

**3.1.4.** The Customer must ensure that the hardware and software used will not damage, modify or otherwise disrupt the information and computer systems of the Bank and will not cause damage or harm to the Bank, the Bank's customers or third parties, and that no other actions not authorised by the Bank are taken.

**3.1.5.** At least once a month, the Customer must:

**3.1.5.1.** Check Operations on Danske eBank submitted to the Bank; and

**3.1.5.2.** Remove any Operations that have not been executed and are unnecessary.

**3.1.6.** The Customer must inform the Bank of any unauthorised or incorrectly executed Operation immediately after becoming aware of it.

**3.1.7.** The Bank is entitled to block the use of Electronic Channels, without being liable for any loss that the Customer may suffer from it, in the following cases:

**3.1.7.1.** If, as regards Danske eBank and Danske mBank, the User enters a wrong password from the PIN Generator multiple times;

**3.1.7.2.** If, as regards Danske eBank and Danske mBank, the User has not logged in to Danske eBank or Danske mBank for 400 (four hundred) consecutive days;

**3.1.7.3.** If the Customer has submitted a request to the Bank to stop the use of the Electronic Services;

**3.1.7.4.** If the User has committed a breach of the Security Elements Agreement concluded with the Bank;

**3.1.7.5.** If the Bank is in doubt about the authenticity of the User, or suspects that the Security Elements or Electronic Services are used without the Customer's/User's consent or fraudulently;

**3.1.7.6.** For other reasons specified in the General Conditions and agreements concluded with the User and/or the Customer.

**3.1.8.** In the events specified in clause 3.1.7, the Bank shall inform, if possible, the Customer about the blocking of the Electronic Services or of the non-execution of an Operation and the reasons for this before or immediately after the blocking or non-execution of the Operation. The Bank does not have to inform the Customer if the submission of such information is in conflict with an objectively justified security reasons or if it is prohibited due to other reasons provided by law.

**3.1.9.** The Bank warns the Customer that the Customer/User may receive e-mails or calls from persons pretending to be employees of the Bank or government officials and requesting the Customer/User

to provide the data of the Security Elements. The Customer must not submit to the provocation and inform the Bank of the attempts immediately by calling the Bank or visiting the Bank's nearest customer service unit.

**3.1.10.** In order to ensure the security of the Customer's funds, the Bank has the right (but not an obligation) to send, at its own discretion, SMS text messages to the mobile phone number provided by the Customer, informing the Customer of the unusual, potentially suspicious Operations, attempts to fraudulently obtain Security Elements data etc. The Customer may refuse such SMS text messages by informing the Bank. The Bank is entitled to stop sending such SMS text messages without notifying the Customer.

**3.1.11.** The Bank is entitled unilaterally to change the functionality of the Electronic Channels, modify, add and remove the Electronic Services.

## **3.2. RELATIONSHIP BETWEEN THE CUSTOMER AND THE USER**

**3.2.1.** The Customer may specify one or more Users who can use the Electronic Services and execute the Operations in the name of the Customer. The Bank has no obligation to check the internal relationship between the Customer and the User.

**3.2.2.** By signing the Agreement, the Customer authorises the User(s) to execute the Operations in the Customer's name. Any changes in the relationship between the Customer and the User (e.g. expiry of the employment relationship etc.) shall not affect the validity of the Agreement and the User's rights to execute the Operations, i.e. as long as the Agreement and/or respective Security Elements Agreement is valid or the Customer has not revoked the User's rights by informing the Bank, the User will be entitled to execute the Operations in the Customer's name.

**3.2.3.** The terms and conditions of the Agreement are binding on both the Customer and the User. The Customer must inform the User of the terms and conditions of the Agreement (e.g. about amendments to and expiry of the Agreement and/or User rights to execute Operations etc.) as well as of the General Conditions, the Standard terms and conditions for provision of payment services, the instructions on use of the respective Electronic Services and must specify that, as regards any further information about the use of the Electronic Services, the User can contact the Bank.

**3.2.4.** Any breach of the terms and conditions of the Agreement by the User will be considered to have been committed by the Customer (when the Customer and the User are two different persons). The Customer has no right to invoke the fact that the Agreement has been breached by the User and not by the Customer or that the User has not been informed of the terms and conditions of the Agreement.

**3.2.5.** The Customer may grant different rights to every User to the extent determined by the Bank, including the right to execute various Operations, establish Limits etc.

**3.2.6.** The Customer may assign to the User the following management rights of Danske eBank and Danske mBank:

**3.2.6.1.** Entering Operations;

**3.2.6.2.** Approving Operations with confirmation level A [the Operation is submitted to the Bank for processing upon approval by the required Users with the right of confirmation level A];

**3.2.6.3.** Approving Operations with confirmation level E [the Operation is submitted to the Users with the right of confirmation level A upon approval by the required Users with the right of confirmation level E];

**3.2.6.4.** Entering Operations with confirmation level N [the Operation is submitted to the User with the right of confirmation level E or, if there is no such level, then to the User with the right of confirmation level A].

**3.2.6.5.** Change the services received by the User/Users via Danske eBank/Danske mBank;

**3.2.7.** As regards Danske eBank and Danske mBank, the Customer may also assign one of the following account management rights to the User:

**3.2.7.1. View** - allows the User to view the Customer's account balance, statement of account and other information;

**3.2.7.2. Credit** - allows the User to make payments to the Customer's account and to view the Customer's account balance, statement of account and other information;

**3.2.7.3. Debit** - allows the User to make payments from the Customer's account and to view the Customer's account balance, statement of account and other information;

**3.2.7.4. Credit and debit** - allows the User to make payments to/from the Customer's account and to view the Customer's account balance, statement of account and other information.

**3.2.8.** As regards Danske eBank and Danske mBank, the Customer may set the following Limits for each account currency:

**3.2.8.1. Per Operation** - the largest amount of money for which the User may confirm the Operation from the specified account;

**3.2.8.2. Per day** - the largest amount of money for which the User may confirm the Operations from the specified account per day;

**3.2.8.3. Per month** - the largest amount of money for which the User may confirm the Operations from the specified account per calendar month.

**3.2.9.** If the Bank enables the User to execute the same Operations in Danske eBank and Danske mBank, the User is subject to a single Limit in both Electronic Channels.

**3.2.10.** If the funds are to be received in a currency other than the Account currency and this currency is accepted by the Bank, the Bank is entitled to add the new currency to the Account and set to this currency the same management rights and limits as they are set to the Account in euro currency and these management rights and limits will be additional to all previous rights and limits without any separate request and agreement with the Customer.

## **3.3. EXECUTION OF OPERATIONS**

**3.3.1.** The User must have the Security Elements as the prerequisite for the execution of the Operations.

**3.3.2.** The Bank will perform identification of the User by means of the Security Elements and the procedure established by the Bank.

**3.3.3.** The User must confirm or authorise the Operations by means of the Security Elements or other methods accepted by the Bank (e.g. by clicking the button in Danske eBank etc.).

**3.3.4.** The Bank is entitled to assume that all Operations confirmed using the required Security Elements have been confirmed personally by the User to whom the respective Security Elements were issued.

**3.3.5. Executing Operations via Danske eBank:**

**3.3.5.1.** To use Danske eBank, the Customer must connect to the Danske eBank system on the Bank's website;

**3.3.5.2.** The Customer must familiarize himself/herself with the guidelines on secure use of Danske eBank published on the Bank's website and must take all actions recommended therein;

**3.3.5.3.** To execute an Operation via Danske eBank, the User sends and, at the Bank's request, confirms the Operation in accordance with the procedure established by the Bank, and the Operation will then be deemed to have been authorised by the Customer.

**3.3.6. Executing Operations via Danske mBank:**

**3.3.6.1.** To use Danske mBank, the User must install the Danske mBank application from the respective application store (e.g. App Store, Google Play) on the User's device (e.g. smart phone, tablet). Detailed instructions for the acquisition of the application and secure use of Danske mBank are available on the Bank's website;

**3.3.6.2.** To execute Operations via Danske mBank, the Customer receives instructions through the Danske mBank application, the Bank's places of Service etc. The User must send and, at the Bank's request, confirm the Operation in accordance with the procedure established by the Bank, and the Operation will then be deemed to have been authorised by the Customer;

**3.3.6.3.** Only some of the functions of Danske eBank are accessible via Danske mBank. Information about the services provided is available on the Bank's website.

**3.3.7. Executing Operations via Danske Telephone Bank:**

**3.3.7.1.** In order to use Danske Telephone Bank the Customer must select this service under the Special terms and conditions of the Agreement;

**3.3.7.2.** To execute the Operations via Danske Telephone Bank, the User calls the Bank on the telephone numbers given by the Bank;

**3.3.7.3.** The Bank accepts and executes the Operation given via Danske Telephone Bank when the User confirms the details of the given Operation, after they have been read out loud by the Bank's representative, in accordance with the procedure established by the Bank, and the Operation will then be deemed to have been authorised by the Customer;

**3.3.7.4.** Only some of the Bank's services are accessible via Danske Telephone Bank. Information about the services provided is available on the Bank's website.

**3.3.7.5.** If the Bank allows execution of the Foreign Payment order via Danske Telephone Bank, the Bank is entitled to demand that the User forward the details to the Bank by fax or e-mail in order to prevent errors in the payment order details. If the User is not able to send the payment order details by fax or e-mail or if the User refuses to do so, the Bank is not obliged to accept or execute the payment order.

**3.3.8. Using the Danske SMS notification service:**

**3.3.8.1.** The Customer can order the Danske SMS notification service in Danske eBank;

**3.3.8.2.** The information must be sent via SMS text messages to the mobile phone number(s) specified by the Customer;

**3.3.8.3.** The information about execution times of the Danske SMS notification service is available on the Bank's website;

**3.3.8.4.** If the phone number linked to the Danske SMS notification service has been changed, the Customer/User must immediately update the phone number details in Danske eBank or notify the Bank thereof to ensure that the SMS messages are not sent and used by third parties;

**3.3.8.5.** The Customer is aware that the Bank provides the Danske SMS Notification service via third parties (e.g. telecommunications service provider/operator) and of the risks relating to the Danske SMS notification service (e.g. the possibility that the content of the information may become known to third parties etc.).

**3.3.9.** The Customer must complete any forms presented by the Bank correctly and comply with the Bank's instructions when placing payment orders, sending notices, concluding other Operations or taking other actions via the Electronic Channels.

**3.3.10.** The Bank must take into consideration that the Customer's identity has been established and an Operation has been duly authorised, if appropriate Security Elements were used by the User to log in to the Electronic Channels. Where, at the Bank's request, the Operations must be confirmed by the Security Elements separately, such Operations must be deemed to have been duly authorised if confirmed by using the appropriate Security Elements. The Parties agree that a confirmation/signature made by using the Security Elements has the same legal effect as a signature in written documents and must be admissible as evidence in a court.

**3.3.11.** The Bank undertakes:

**3.3.11.1.** To execute the Operations in accordance with the procedure and time limits established by the Bank;

**3.3.11.2.** Not to execute Operations that exceed the Limits;

**3.3.11.3.** To stop the execution of Operations if required by the Customer/User and if it is technically possible.

**3.3.12.** The Bank is entitled not to execute the Operation if:

**3.3.12.1.** The Customer's account has been blocked or seized;

**3.3.12.2.** The Operation exceeds the established Limit;

**3.3.12.3.** The funds in the Customer's account are insufficient to execute the Operation and pay the Bank the Service fee;

**3.3.12.4.** The data required for executing the Operation are incorrect or insufficient;

**3.3.12.5.** The Bank cannot contact the Customer or the User to check the Operation;

**3.3.12.6.** The Operation that needs to be processed manually by the Bank has been given outside the Bank's normal working hours;

**3.3.12.7.** The Operation related to securities has been given outside the trading hours of the respective stock exchange or market or outside the normal working hours of the Bank;

**3.3.12.8.** For other reasons specified in the General Conditions of the Bank and agreements concluded with the User and/or Customer.

**3.3.13.** The Customer must inform the Bank in writing or in another form acceptable to the Bank of any errors or disturbances impeding the execution of the Operation.

**3.3.14.** The Bank has the right to record all calls made via Danske Telephone Bank, all communications sessions held via Danske eBank or Danske mBank and use the recordings to prove the orders given by the Customer. The recordings must be deemed to be acceptable evidence if a dispute arises.

**3.3.15.** To ensure the security of the Customer's funds, the Bank has the right to establish Limits. The Bank will inform Customers of the establishment and/or change of the Limits where possible at least 60 (sixty) calendar days in advance. The Customer has the right to change the Limits to the extent and in accordance with the procedure established by the Bank.

**3.3.16.** The Bank is entitled, at its own discretion, to check the Operation with the Customer by telephone or another communication channel acceptable to the Bank.

#### 4. PAYABLE FEES

**4.1.** The Customer must pay service fees to the Bank for all Operations deriving from the Agreement and/or executed by the Bank in accordance with the Price List.

**4.2.** The Bank has the right to debit the service fees from the Customer's accounts.

**4.3.** The Customer must ensure that there are sufficient funds in Customer's accounts for payment of the fees.

**4.4.** The blocking of the Customer's possibility to execute the Operations via the Electronic Channels must not stop the charging of the fees for the Bank's services provided under the Agreement and must not discharge the Customer from the duty to pay such fees.

#### 5. LIABILITY OF THE PARTIES

**5.1.** The Customer is responsible to the Bank for the correctness of the instructions, notices and requests as well as the data contained therein, sent to the Bank while using the Electronic Services.

**5.2.** The Customer is liable for any actions taken while using the Electronic Services if, at the User's log-in to the Electronic Channels, the User/Customer was identified by correct Security Elements. The Bank's liability with respect to the identification of the User/Customer is limited to the verification of correctness of the User's Security Elements and the Bank is not obliged to verify the User's/Customer's identity by other means or methods.

**5.3.** In order to use the Electronic Services, the Customer must have the hardware, software and/or other equipment required for the use of such services and must pay the telecommunications costs related to the Electronic Services. The Bank is not to provide the Customer with such equipment and is not liable in cases where the Customer was unable to use the Electronic Services because the Customer did not have the equipment or the equipment was faulty. The Customer is responsible for the security and efficiency of its software, hardware or other equipment used in connection with the Electronic Channels.

**5.4.** The Bank does not guarantee that the Customer's software and hardware will provide support to the Electronic Services.

**5.5.** The Customer is not entitled to modify or repair the Electronic Services, the Electronic Channels and the Bank's software and must not allow a third party to do so. The Customer is responsible for the secure use of hardware, software or other equipment and must update anti-virus programs, e-mail anti-spam programs and privacy protection programs. The Customer is liable for any loss arising from a violation of the above provisions, and in such case the Bank will be released from liability and the fulfilment of its obligations under the Agreement.

**5.6.** Apart from executing Operations on the Customer's behalf, the Users of Danske eBank may also view information about deposit, credit, leasing and other agreements concluded on the Customer's behalf and services to the Customer. After the Customer has appointed the Users and granted them the relevant rights, the Bank will not be responsible for any disclosure of information about the Operations or the Customer's accounts opened with the Bank to the Users or Users' actions taken on behalf of the Customer in the Electronic Channels.

**5.7.** The Bank is not liable in cases where, due to failures or disruptions in electronic communications or telecommunications systems or other reasons beyond the control of the Bank, the Customer was unable to use the Electronic Services, or the information transmitted to the Bank and/or the Customer was lost or distorted.

**5.8.** The Bank is not liable for the services and goods provided/supplied by third parties and the quality thereof or for failures in third parties' electronic systems during the Customer's log-in thereto or during payment for the third parties' goods and services. The Bank is not to investigate claims concerning third parties' electronic systems and goods/services provided by third parties, and the Customer must submit claims direct to such third parties.

**5.9.** The Customer bears full liability for the use of the Security Elements and the Electronic Channels as well as for non-performance or inappropriate performance of the Agreement. The Customer is liable to the Bank for the acts or omissions of the User and for all Operations executed by the User.

**5.10.** The Customer must immediately inform the Bank of any loss, theft and unauthorised or incorrect use of the Security Elements or in the event that they have been disclosed to a third party or a risk of that exists. As regards the Electronic Signature, the Customer must immediately notify the aforementioned to the relevant certification services provider holding the right to terminate the validity of the respective Electronic Signature service.

**5.11.** When the Customer is a Consumer, the Customer is liable for unauthorised payment transactions up to EUR 50 (fifty) due to:

**5.11.1.** The use of a lost or stolen Payment Instrument;

**5.11.2.** The misappropriation of the Payment Instrument.

**5.12.** The Consumer must bear all losses relating to any unauthorised payment transactions if they were incurred by the Consumer acting fraudulently or failing to fulfil one or more of the obligations set out in the legislation intentionally or by gross negligence. In such case, the maximum amount referred to in clause 5.11 does not apply.

**5.13.** The Consumer must not incur any loss due to a lost, stolen or misappropriated Payment Instrument after submitting the relevant notice, except in cases where he or she acted fraudulently.

**5.14.** The General Conditions and the Standard terms and conditions for provision of payment services regarding liability also apply to this Agreement.

## 6. AMENDMENTS TO THE AGREEMENT

**6.1.** The Bank is entitled unilaterally to amend the Standard terms and conditions of the Agreement by notifying the Consumer of any changes at least 2 (two) months or 60 (sixty) days (depending on which period is longer) and by notifying the Customer who is not a Consumer of any changes at least 1 (one) month or 30 (thirty) days (depending on which period is longer) prior to the entry into force of such amendments according to the procedure set out in the General Conditions.

**6.2.** If the Customer does not agree to the amendments, the Customer is entitled to terminate the Agreement by notifying the Bank thereof in writing or in another manner agreed in the Agreement before the respective amendments take effect and upon fulfilment of all the Customer's obligations arising from the Agreement. If the Customer does not exercise its right to terminate the Agreement, the Customer will be deemed to have accepted the amendments made and declared that the Customer has no subsequent claims against the Bank in respect of the amendments to the Agreement.

## 7. EXPIRY AND TERMINATION OF THE AGREEMENT

**7.1.** The Agreement is entered into for an indefinite period.

**7.2.** The Bank may terminate the Agreement ordinarily, irrespective of reason, by notifying the Consumer at least 2 (two) months or 60 (sixty) days (depending on which period is longer) and the Customer who is not a Consumer at least 1 (one) month or 30 (thirty) days (depending on which period is longer) in advance in the manner set out in the General Conditions.

**7.3.** The Bank may stop the provision of the services immediately and terminate the Agreement if the Customer/User is using the Electronic Services in violation of the relevant agreements and/or terms and conditions stipulated by the Bank or intentionally performs unfair actions which damage or may damage the functioning of the Bank's information systems.

**7.4.** The Customer may terminate the Agreement at any time by notifying the Bank in the manner set out in the General Conditions and by performing in full all obligations under the Agreement. The Bank will terminate the Agreement immediately, but not later than within 5 (five) business days after receiving relevant request from the Customer.

**7.5.** When all Customer's current accounts are closed, the Bank is entitled to terminate the Agreement unilaterally and immediately without any advance notice or, if it is technically possible, provide the limited functionality of Danske eBank under the Agreement for the period set by the Bank. The Customer can use Danske eBank to the limited extent (e.g. to check reports/statements of the financial instruments, the credit repayment schedule, the applicable fees, for information exchange between the Parties etc.) as determined by the Bank. When the Bank provides the limited functionality of Danske eBank, the Agreement expires automatically at the end of the period set by the Bank.

## 8. FINAL PROVISIONS

**8.1.** The Agreement concluded using electronic channels acceptable to the Bank as well as all the amendments thereto and/or any notices provided by any Party using electronic channels acceptable to the Bank will have the same legal effect as the agreements concluded at the Bank and/or notices handed over personally.

**8.2.** The Customer may not assign, transfer or otherwise dispose of any of its rights or obligations under the Agreement.

**8.3.** Any matters not covered by this Agreement are governed by the General Conditions.

**8.4.** All disputes arising out of the Agreement must be settled according to the General Conditions.

**8.5.** The Agreement is governed by and construed in accordance with the legislation applicable at the Place of Service.

## 9. SPECIAL CONDITIONS APPLICABLE TO THE PLACE OF SERVICE ALONE

**9.1.** As regards the Services in Lithuania, the following special conditions apply:

**9.1.1.** If the Customer is a natural person engaged in economic commercial or profession activity, clauses 5.11-5.13 are applied *mutatis mutandis*.

**9.1.2.** These Standard terms and conditions of the Electronic Services agreement also apply to the Customers that have concluded the Special Part of the Bank Account Agreement concerning the use of Danske eBank or the Special terms and conditions of Danske eBank Agreement or Special Part of the Agreement on rendering phone authentication service on or before 31 March, 2018. In such case, any references to the Special terms and conditions in these Standard terms and conditions of the Electronic Services agreement must be deemed to be a reference to the Special Part of the Bank Account Agreement concerning the use of Danske eBank/ the Special terms and conditions of Danske eBank Agreement/Special Part of the Agreement on rendering phone authentication service. The terms and conditions of signing Operations with the first and/or second signature, contained in the Special Part of the Bank Account Agreement concerning the use of Danske eBank, must be deemed to be the terms and conditions of signing Operations with the A and/or E confirmation level.

**9.1.3.** These Standard terms and conditions of the Electronic Services agreement replace the Standard terms and conditions of Danske eBank agreement, the Rules for using of Danske eBank and the General part of Agreement on rendering phone authentications service, that have been concluded with customers on or before 31 March, 2018.

**9.2.** As regards the Services in Estonia, the following special conditions apply:

**9.2.1.** These Standard terms and conditions of the Electronic Services agreement also apply to the Customers that have concluded the Telebanking Services Joining Agreement on or before 31 March, 2018. In such case, any references to the Special terms and conditions in these Standard terms and conditions of the Electronic Services agreement must be deemed to be a reference to the Telebanking Services Joining Agreement.

**9.2.2.** If not agreed otherwise, then the previously established transactions limits (Limits) for the Customers specified in clause 9.2.1. will be applied from 1 April, 2018 only for the transactions in euro currency and/or every account to be opened in other currency.

**9.2.3.** If not agreed otherwise, then from 1 April 2018 for the Customers specified in clause 9.2.1. the limit per month (Limit per month) will be considered as quadruple amount of previous limit per week.

**9.2.4.** These Standard terms and conditions of the Electronic Services agreement will replace the terms and conditions of Express Notification Service Agreement that have been concluded on or before 31 March, 2018.

**9.3.** As regards the Services in Latvia, the following special conditions apply:

**9.3.1.** For customers of Danske Bank A/S Latvia branch who concluded the eBank Usage and Servicing Agreement these Standard terms and conditions of the Electronic Services agreement will apply and replace the terms and conditions of eBank Usage and Servicing.

**9.3.2.** The Users and their management rights as well as the Security Elements assigned by the Bank can be specified in the eBank User Rights Specification signed by the Bank and the Customer.