

# SIA "Citadele Leasing" Leasing Portal Terms of Use

January 2nd, 2025



## Terms and definitions

**Authentication Tool** – codes, passwords and other identifiers or actions that can be created or used with the Authorization device and which are used by Citadele Leasing for customer authentication.

**Authorization Device** – a device or software installed by the Bank or purchased by the Customer, such as a mobile device, and a device or software accepted by Citadele Leasing or the Bank, which is used to create or use an Authentication Tool.

**Bank** – AS "Citadele banka", reg.No.40103303559.

**Citadele Leasing** – SIA "Citadele Leasing", reg.No.40003423085, its branch in Estonia: SIA Citadele Leasing Eesti filiaal, reg.No.11453650, and branch in Lithuania: SIA "Citadele Leasing" Lietuvos filialas, reg.No.302629475.

**Citadele Leasing Website** – Citadele Leasing sections on the Bank's websites [www.citadele.lv](http://www.citadele.lv), [www.citadele.ee](http://www.citadele.ee) and [www.citadele.lt](http://www.citadele.lt).

**Branches** - SIA Citadele Leasing Eesti filiaal, reg.No.11453650, and SIA "Citadele Leasing" Lietuvos filialas, reg.No.302629475.

**Customer** – any natural person, merchant or other legal person or entity that uses the Leasing Portal after authentication. On behalf of a legal entity, the Leasing Portal may be used by a person with the right of representation registered in the Enterprise Register of the Republic of Latvia or in the Enterprise Registers of the Branches, respectively.

**Agreement** – any leasing, lease, loan, guarantee agreement or related agreement concluded between the Customer and Citadele Leasing.

**Leasing Portal** – the portal offered by Citadele Leasing to its current and potential Customers as an opportunity to apply for new transactions, as well as a relationship management tool after establishing a business relationship, available on the Citadele Leasing Website.

**Terms** – these Leasing Portal Terms of Use.

**Object** - any vehicle (including mechanical and self-propelled vehicle, trailer (semi-trailer)), industrial machinery, as well as any other machinery, equipment or other object that Citadele Leasing, acting on behalf and in the interests of the Customer, has acquired in its property and granted the Customer the right to use it, or acquired by the Customer in his/her property using financing from Citadele Leasing in accordance with the terms of the concluded Agreement.

**Profile** – Customer's profile on the Leasing Portal.

## 1. General provisions

1.1. The Leasing Portal is available online on the Citadele Leasing Website.

1.2. In order to start using the Leasing Portal, the Customer must familiarize himself with the Terms and confirm electronically that he / she has read the Terms. If the Customer does not read or refuses to electronically confirm the Terms, access to the Leasing Portal will not be possible.

1.3. The Customer may use the Leasing Portal, unless Citadele Leasing or the Bank terminates the operation of the Leasing Portal and/or the Profile. Information about the application and / or transaction on the Leasing Portal is reflected:

1.3.1. one year after submitting an online application if no Agreement has been concluded with Citadele Leasing;

1.3.2. throughout the term of the Agreement and one year after the Agreement expires or after the termination of the Agreement.

1.4. The Customer is responsible for ensuring compliance with the Terms throughout the entire period of the use of the Leasing Portal.

1.5. Citadele Leasing has the right to unilaterally change the scope and procedure of the activities performed on the Leasing Portal.

1.6. Citadele Leasing has the right to unilaterally amend the Terms without informing the Customer.

1.7. If the Customer disagrees with the Terms or amendments made by Citadele Leasing, then the Customer has the right to stop using or discontinue future use of the Leasing Portal.

## 2. Functions of the Leasing Portal

2.1. The Leasing Portal offers the following functions (may differ on the Branch Leasing Portal), but not only:

2.1.1. apply for Citadele Leasing services;

2.1.2. if an Agreement has been concluded with Citadele Leasing, to receive information about the Agreement, balance of the liabilities, invoices and their payment history, Object, insurance status;

2.1.3. to initiate Agreement payments;

2.1.4. purchase OCTA (compulsory civil liability insurance of owners of motor vehicles) policy;

2.1.5. submit various applications / forms / requests to Citadele Leasing (according to the list and forms available on the Leasing Portal);

2.1.6. submit a valid insurance policy if the Object is insured by the Customer;

2.1.7. to get acquainted with the offers of the Bank;

2.1.8. and other functions added by Citadele Leasing for the convenience of Customers.

2.2. If the Customer is represented by several persons together, then Citadele Leasing will review the applications / forms / requests submitted to the Leasing Portal only after signing them by all persons representing the Customer together.

2.3. The information referred to in Clause 2.1.2 of the Terms may be incomplete, for example, if there are outstanding payments or if Citadele Leasing has not yet processed the received payments, information or documents, or if any technical problems have arisen.

### 3. Access to the Leasing Portal

3.1. Access to the Leasing Portal is provided using the Customer's authorization with access data in the Bank's internet bank, Smart-ID, E-signature or other possible methods / tools accepted by Citadele Leasing or the Bank.

3.2. The Customer is authenticated with the Authentication Tool, which the Customer creates or uses in accordance with the requirements of the Bank and / or the developer of the Authorization Device regarding the creation or use of the Authentication Tool.

3.3. The Customer agrees and confirms that the Customer is fully responsible for his / her actions on the Leasing Portal and undertakes not to raise any kind of claims and / or demands against Citadele Leasing.

### 4. Termination of the Leasing Portal operations

4.1. Citadele Leasing or the Bank has the right to immediately suspend or terminate the Customer's access to the Leasing Portal, if a written information has been received from the Customer about the loss of the Authentication Tool, Authorization Device or login data. Access to the Leasing Portal can be renewed upon receipt of the Customer's written request.

### 5. Other provisions

5.1. All disagreements or disputes between Citadele Leasing and the Customer arising from the use of the Leasing Portal shall be resolved in accordance with the out-of-court procedure for the handling of Customer complaints and claims established by Citadele Leasing, which may differ at Branches and which is available on the Citadele Leasing Website.

5.2. Citadele Leasing ensures the processing of personal data of natural persons in order to ensure the operations of the Leasing Portal, as well as the fulfilment of the obligations provided for in the Terms, ensuring the implementation of the rights of natural persons in accordance with the Citadele Leasing Privacy Policy, which may differ in Branches and which is available on the Citadele Leasing Website.

5.3. Citadele Leasing and the Bank may register and record the activities performed using the Leasing Portal and store this information in the databases of Citadele Leasing, the Bank and / or third parties. These records are a confirmation and proof of the Customer's will and can serve as evidence for the resolution of disputes between Citadele Leasing and the Customer, including in court.

5.4. Citadele Leasing is not materially liable for losses that have occurred or may occur to the Customer due to disruptions in the use of the Leasing Portal (including communication line or other damages), or in the event that access to the Leasing Portal or some of its functions cannot be used or is not available to the Customer due to technical reasons, or in the event that the Customer is unable to make transactions using the payment initiation service, as well as in case the Customer has made some decisions based on the information available on the Leasing Portal, and in any case if the Customer is denied access to the Leasing Portal or activities in it.

5.5. The Parties shall not be liable for losses related to unforeseen and force majeure circumstances.

5.6. Information about the Leasing Portal is available by calling Citadele Leasing information service by phones listed on Citadele Leasing Website.