

# Customer self-service portal [www.manakreditvesture.lv](http://www.manakreditvesture.lv) and AS “Kredītinformācijas Birojs” system terms of use

## 1. DEFINITIONS

- 1.1. Kredītinformācijas birojs — AS “Kredītinformācijas Birojs”, reg. No.: 40103673493, legal address: Grēdu iela 4A, Rīga, LV-1019, phone: 66934700, e-mail: [info@kib.lv](mailto:info@kib.lv), holder of the KIB system and Portal (hereinafter KIB).
- 1.2. KIB system — a limited access system which gives a natural person an opportunity to access their personal data available on the Portal in online mode.
- 1.3. Customer — a natural person who has registered on the Portal as its user.
- 1.4. Services — services available to the Customer in the KIB system.
- 1.5. KIB member — a person who has entered into a written contract with KIB regarding the provision of credit information, including the Customer’s personal data, to KIB. The list of all KIB members is available on the Portal.
- 1.6. Portal — the customer self-service portal [www.manakreditvesture.lv](http://www.manakreditvesture.lv) created and maintained by KIB.

## 2. GENERAL PROVISIONS

- 2.1. These terms set out the procedure of using the KIB system and Services. An additional distance contract, the provisions of which are available on the Portal, shall apply to every paid Service, as well as in every instance when the Customer orders the particular service. Also, in order to receive the chosen Service, the Customer might have to provide additional information about themselves and/or fill out an application or request.
- 2.2. Web address for accessing the KIB system: [www.manakreditvesture.lv](http://www.manakreditvesture.lv).
- 2.3. The Customer may not use the KIB system until they have accepted these terms of use.
- 2.4. The KIB system operates every day, 24 hours a day. KIB has the right to perform maintenance, improvement or development works of the KIB system which might temporarily interrupt the operation of the KIB system.
- 2.5. The Customer shall use the KIB system in order to obtain personal data accumulated about them in the KIB system by using the Services available therein in accordance with the price list available on the Portal (twice a year — free of charge, every next request — for a charge (prepayment)).
- 2.6. When quoting from or referring to the information obtained in the KIB system, the Customer shall specify the source of information: [www.manakreditvesture.lv](http://www.manakreditvesture.lv).
- 2.7. The service “credit history” comprises the Customer’s credit information available in the KIB system (for instance, information regarding the Customer’s debt/debts) and in regard to which, in the interpretation of the Personal Data Protection Law, KIB is considered to be the administrator; as well as other information about the Customer which is available in the KIB system and in regard to which, in the interpretation of the Personal Data Protection Law, KIB is considered to be the personal data processor.

## 3. CUSTOMER REGISTRATION AND IDENTIFICATION

- 3.1. Registration on the Portal is free of charge, if the Customer is a user of the credit institution internet banks specified on the Portal.
- 3.2. Customer registration is accomplished by using credit institution internet bank systems specified on the Portal and identifying the particular natural person by their name, surname and personal identity number.
- 3.3. Upon registration in the Portal, a password, which the Customer shall use henceforth to access the KIB system, shall be sent to the e-mail address specified in the registration form.
- 3.4. The username and password assigned to the Customer are confidential information, and the Customer is responsible for ensuring that this information is not disclosed to third parties. The Customer’s obligation is to keep this confidential information safe, as well as change/reset the password on a regular basis. The Customer’s obligation is to use secure electronic communication

devices. KIB shall not be liable for any losses that the Customer might incur in the case of a third party gaining access to the username or password assigned to the Customer via the e-mail account specified by the Customer or by any other means which are outside the control of KIB.

3.5. If the KIB system username and password assigned to the Customer has been disclosed or might have been disclosed to a third party, the Customer shall change the password or inform KIB by writing to the e-mail address [info@kib.lv](mailto:info@kib.lv) as soon as possible. KIB shall block the Customer's profile within 3 business days.

#### **4. RIGHTS AND OBLIGATIONS**

##### **4.1. Rights of KIB:**

4.1.1. to unilaterally change the range of Services available on the Portal;

4.1.2. to reject the Customer's registration request in the following cases:

4.1.2.1. when the Customer's registration cannot be completed due to security reasons;

4.1.2.2. when the Customer's registration cannot be completed because the Customer cannot be identified;

4.1.2.3. in any other case when there is reasonable justification for rejecting the registration request;

4.1.3. to change usernames and passwords due to security reasons by informing the Customer about it, or to ask the Customer to change their password in online mode;

4.1.4. to block the Customer's access to ordering and receiving the Services in the KIB system due to security reasons;

4.1.5. to block the Customer's access to the KIB system if KIB has made changes in these terms but the Customer does not agree to them, or if the Customer has informed KIB in writing that they no longer wish to use the Services and has asked to cancel the Customer's access rights to the KIB system.

##### **4.2. Obligations of KIB:**

4.2.1. to make changes in the Customer's personal data available in the KIB system if KIB receives corrections from a KIB member;

4.2.2. to ensure the implementation of the Services after receiving payment, or, when it is impossible, to refund the sum of money paid for the respective Service to the Customer;

4.2.3. to ensure the security and protection of the Customer's data in accordance with the requirements of the regulatory enactments and KIB internal rules.

##### **4.3. KIB shall not be liable for:**

4.3.1. direct and indirect losses that the Customer has incurred as a result of errors or violations made;

4.3.2. conclusions that the Customer has made on the basis of information received in the KIB system, as well as the respective decisions made by the Customer and their consequences;

4.3.3. the potential errors in the KIB system data which KIB members have submitted to the KIB system;

4.3.4. unauthorised third party activities in the KIB system with the Customer's username and password, if the third party has obtained the Customer's username and/or password without the unlawful activity or inactivity of KIB; the Customer shall be liable for all losses that might arise to KIB or third parties in such cases.

##### **4.4. Rights and Obligations of the Customer**

4.4.1. To submit a written objection to KIB or a KIB member, if the Customer believes that the KIB system contains inaccurate information.

4.4.2. To inform KIB that the Customer no longer wishes to use the Services and to ask KIB to delete the Customer's profile by submitting a respective request to KIB.

##### **4.5. Liability of the Customer**

4.5.1. The Customer shall be fully liable for any losses incurred to third parties and/or KIB, if the payment for the Services ordered by the Customer in the KIB system is made from third party accounts in credit institutions.

4.5.2. The Customer shall be fully liable for any activity (including the orders made) in the KIB system that is performed with the username and password assigned to the Customer.

4.5.3. The Customer may not perform activities that are directed against the security, stability, operation speed and operation under the legislation of the KIB system. The Customer shall be liable for any direct and indirect losses that KIB or third parties might incur as a result of such activities.

## **5. CHANGES IN TERMS**

5.1. KIB has the right to unilaterally and at any time make changes to these terms, KIB system usage descriptions, Services and Service prices. The Customer has the right and obligation to follow the changes in the above-mentioned documents. The information regarding the changes shall be sent to the Customer's e-mail address registered in the system in a timely manner, and it will also be available on the Portal in a timely manner to give the Customer the right to acquaint themselves therewith. If the Customer does not agree to changes, they shall inform KIB in writing before the changes come into force, and KIB shall delete the Customer's profile.

## **6. OTHER PROVISIONS**

6.1. By registering on the Portal, the Customer confirms that they have read these terms, agree to them and resolve to abide by them. If a person does not agree to the terms, they may not register and become a Customer.

6.2. All disputes that arise between KIB and the Customer in regard to these terms shall be settled through mutual negotiations. If the disputes cannot be settled through negotiations, they shall be settled in accordance with the regulatory enactments of the Republic of Latvia.

6.3. The current version of the terms is available on the Portal. Portal users' convenience, this contract has been translated into other languages and translated versions of this Agreement are available on the Portal. In any event Latvian wording will prevail.