

## 6. Special Provisions

### 6.1. Special Conditions for Customers Residing in Federal Republic of Germany

- 6.1.1. The present special conditions shall apply to all Transactions of the Bank and Customers residing in the Federal Republic of Germany who established legal relations (business relations) with the Bank via the Bank's Web-Page [privatbankdirect.eu](http://privatbankdirect.eu).
- 6.1.2. Should the present special conditions be in contradiction with other provisions of the Regulations, the special conditions shall prevail.
- 6.1.3. All legal relations (business relations) between the Bank and a Customer residing in the Federal Republic of Germany shall be regulated by legal acts of the Republic of Latvia, best practices for banking and good reputation principles.
- 6.1.4. In addition to the provisions of Sub-Paragraph 1.1.43 "Applicable Legislation and Procedure for Administration of Disputes" of the Regulations, a Customer residing in the Federal Republic of Germany, who is a Consumer, is entitled to submit a written claim or dictate it for further record thereof at the Federal Financial Supervisory Authority (*BaFIN*) located at Graurheudorfer Strasse 108, 53117, Bonn and Luirgiallee 12, 60439, Frankfurt, provided such claim concerns Bank's violations of the Payment Services Supervisory Act (*Zahlungsdiensteaufsichtsgesetz*), Articles 675C – 676C of the Civil Code (*Bürgerliches Gesetzbuch*), or Article 248 of the Introductory Act to Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch*). The Customer's claim shall be further forwarded to a competent authority.
- 6.1.5. **Succession:**
  - 6.1.5.1. In case of the death of a Customer residing in the Federal Republic of Germany, persons lodging claims for the Customer's property shall submit corresponding documents (which have legal force in the Republic of Latvia (for example, notarized) to the Bank in order to establish the right of disposal of funds, e. g. the certificate of inheritance or certificate of the executor's appointment, or other necessary documents, including an identity document. The Bank is entitled to verify the authenticity, validity or completeness of submitted documents on the account of persons indicated therein.
  - 6.1.5.2. The Bank is entitled not to request the certificate of inheritance or certificate of the executor's appointment if it has the original or notarised duplicate of the last will of a deceased person (a testament, inheritance agreement) together with a relevant document on the publishing of the will. Based on the certificate of inheritance or certificate of the executor's appointment, the Bank is entitled to consider the person specified therein in the capacity of a successor or executor as an authorised person and allow them to dispose funds and, in particular, to pay them under obligations towards the deceased Customer. The present condition shall not be applicable should the Bank be aware that the person mentioned in the above-mentioned documents is not authorised to dispose the Customer's property (for example, after the will is disputed or held invalid), or should the Bank be unaware of the above-mentioned due to petty negligence.
  - 6.1.5.3. Documents in foreign languages should be translated into the language indicated by the Bank upon its request.

## **6.2. Special Conditions for Customers Residing in Portuguese Republic**

- 6.2.1. The present special conditions shall apply to all Transactions of the Bank and Customers residing in the Portuguese Republic who established legal relations (business relations) with the Bank via the Bank's Web-Page *privatbankdirect.pt*.
- 6.2.2. Should the present special conditions be in contradiction with other provisions of the Regulations, the special conditions shall prevail.
- 6.2.3. All legal relations (business relations) between the Bank and a Customer residing in the Portuguese Republic shall be regulated by legal acts of the Republic of Latvia, best practices for banking and good reputation principles.
- 6.2.4. The Bank shall use the English language and Russian language when servicing a Customer residing in the Portuguese Republic.
- 6.2.5. In addition to the provisions of Sub-Paragraph 1.1.43 "Applicable Legislation and Procedure for Administration of Disputes" of the Regulations, a Customer residing in the Portuguese Republic, who is a Consumer, is entitled to the following:
  - 6.2.5.1. without prejudice to a possibility to seize the court, all disputes, doubts, disagreements in connection to the present conditions and agreements between the Bank and the Customer on the subscription for banking services implying amounts up to EUR 5,000 (five thousand Euros), which cannot be settled by means of negotiation, shall be considered at the Porto Consumer Information and Arbitration Centre (*Centro de Informação de Consumo e Arbitragem do Porto*) or the Lisbon Consumer Conflict Arbitration Centre (*Centro de Arbitragem de Conflitos de Consumo de Lisboa*). An arbitrator or arbitrators shall be appointed according to the regulations of the Porto Consumer Information and Arbitration Centre (*Centro de Informação de Consumo e Arbitragem do Porto*) and the Lisbon Consumer Conflict Arbitration Centre (*Centro de Arbitragem de Conflitos de Consumo de Lisboa*).
  - 6.2.5.2. non-legal proceedings regarding amounts exceeding EUR 5,000 (five thousand Euros) shall be within the power of the Lisbon Consumer Conflict Arbitration Centre (*Centro de Arbitragem de Conflitos de Consumo de Lisboa*).