



## REMOTE ACCOUNT MANAGEMENT RULES OF SIA TRANSACT PRO

### 1. DEFINITIONS USED IN THE RULES

1.1. In these Rules the following terms have meanings as defined below:

**Remote Account Management System** is any system offered to Customers of the Institution, including the Internet Office and the Virtual Office, on the use of which the Parties have mutually agreed.

**Price List** is the list of Fees for the Institution's Services effective at the moment of execution of the relevant activity, which, inter alia, sets out the Fees and terms of their application; the current version of Price List is available on the Institution's Website.

**Means of Identification** are the User Name, the Password, the Security Token, the Code Card, the Security Token series number, an identification code from the Code Card, an identification code generated by the Security Token or another similar proof of the User's identity issued or accepted by the Institution and usable for further authentication of a User.

**Institution** is SIA Transact Pro, registered with the Enterprise Register of the Republic of Latvia under number 41503033127, SEPA (Single Euro Payments Area) ID LV86ZZZ41503033127, with registered address at Ropazu iela 10, Riga, LV-1039, Latvia, website [www.transactpro.lv](http://www.transactpro.lv) and email address [info@transactpro.lv](mailto:info@transactpro.lv). The Institution is an authorised electronic money institution with the right to provide payment services, licence of which is registered with the Register of Licences of the Financial and Capital Market Commission under the number 06.12.04.416/359, and operation of which is supervised by the Financial and Capital Market Commission.

**Institution's Business Day**, for the purposes of these Rules, is each day within the Institution's working hours when the Institution's office is open for the provision of Services to Customers. Information about the Institution's working hours is available on the Institution's Website.

**Manual** is the Remote Account Management System's and relevant Means of Identification user's guide and any other information and the Institution's guidelines available on the Institution's website in relation to the use of the Remote Account Management Systems.

**Internet Office** is the Remote Account Management System maintained by the Institution and providing the Customer with an opportunity to conclude a Service Agreement with the Institution, to submit to the Institution a Customer's order, including a Payment Order or a notice, as well as to exchange information with the Institution through the Internet and by using the Means of Identification.

**Card** is the payment card linked to the Customer's Account.

**Customer** is a private individual or a legal entity or an association of such persons, for which the Institution has opened an Account.

**Security Token** is an electronic device issued by the Institution to the User, which generates unique User's identification codes.

**Code Card** is the list of the User's identification codes issued by the Institution to the User.

**Fee** is the charge set in the Price List or in an Agreement payable by the Customer to the Institution for Services.

**Account** is a Card account and/or a current account opened (including in the future) in the name of the Customer with the Institution, which the relevant User may operate within the scope set forth by the Customer, by using the Remote Account Management Systems.

**User Name** is a unique combination of numbers and/or letters assigned to the Customer by the Institution and usable for the User's identification when using the Remote Account Management Systems.

**User** is a private individual who is the Customer or the Customer's authorised person, who in accordance with the Rules has been granted the authority to use the Remote Account Management Systems.

**Limit** is the maximum amount, within the range offered by the Institution, determined by the Customer and accepted by the Institution, within which the User may execute one Payment or Payments in a specified period of time by using the relevant Remote Account Management System and the particular Means of Identification; if the Customer fails to set the Limits, the standard Limits set forth by the Institution in the Price List apply.

**Parties** are the Customer and the Institution (jointly).

**Agreement** is the Agreement on Provision of Remote Account Management Services, concluded between the Parties and consisting of the Application, the Rules, the Price List, the General Business Conditions, other documents, which in accordance with the Parties' agreement are an integral part of the Agreement, and annexes, amendments and modifications of the above mentioned documents.

**Payment Order** is the Customer's unconditional instruction by which the Customer orders execution of a payment transaction by the Institution, and which the Customer submits to the Institution by using the Remote Account Management Systems.

**Rules** are the present Remote Access Management Rules and all annexes hereto, binding on Customers, Users and their authorised persons.

**Service** is any financial service offered or provided by the Institution to the Customer or any activities related to a financial service, such as a conclusion of a Service Agreement, provision of information on Accounts and Customer's transactions, submission of Customer's orders and notices.

**Password** is a combination of letters and numbers assigned by the Institution to the User or set by the User in accordance with the Institution's requirements, which is to be used in certain cases when using the Remote Account Management System.

**Application** is the Customer's written instruction to the Institution, prepared and submitted in accordance with the form and procedure accepted and prescribed by the Institution, containing a Customer's authorisation for a User to receive Services on behalf of the Customer in the amount specified therein through the Remote Account Management Systems.

**Virtual Office** is an additional Remote Account Management System providing the Customer with an opportunity to receive Services through communication with the Institution by telephone, facsimile or email and using the respective Means of Identification.

**General Business Conditions** are the General Business Conditions of SIA Transact Pro, available on the Institution's Website.

1.2 Unless specified otherwise in the Rules, the terms used in the singular are interpreted equally as used in the plural in the Rules and vice versa.

1.3 Unless specified otherwise in the Rules, other terms used in the Rules correspond to the terms used in the Institution's General Business Conditions.

## **2. GENERAL**

2.1. The Rules govern legal relationship between the Customer and the Institution in relation to the use of the Remote Account Management Systems. The Rules are an integral part of the Agreement concluded between the Parties.

2.2. All legal relationship between the Customer and the Institution concerning the use of the Remote Account Management System and not determined by the Rules is governed by the Manual, the General Business Conditions, the Price List and other Service Conditions and Service Agreements.

2.3. The Customer must comply with all provisions applicable to the use of the Remote Account Management Systems, as well as the Customer must ensure that all Users have read the Rules and comply with them.

2.4. The Institution specifies the types and the scope of Services available through each of the Remote Account Management Systems, the time of provision of Services and restrictions to receipt thereof. The Institution may specify types of Services for the receipt of which it is required to enter with the Institution into a corresponding agreement on paper.

2.5. The Institution may unilaterally amend the Rules as provided for by the General Business Conditions. The Customer is obliged to follow independently the information concerning amendments made by the Institution and to notify the Users thereon.

2.6. Paper copies of the Rules are available to the Customer in the Institution's office on the Institution's Business Days from 10:00 till 17:00, and electronically on the Institution's Website at any time except for times the Website is down for emergency or scheduled maintenance.

## **3. MODES OF USE**

3.1. The Institution ensures the Customer with the possibility to use the Remote Account Management Systems for receipt of Service in line with the present Rules.

3.2. The Services are received by the Users on behalf of the Customer in compliance with the scope of authority granted to each User in line with the Application.

3.3. The scope of authority granted to the Users for the receipt of Services through the use of the Remote Account Management Systems is determined in accordance with the mode of use of the Remote Account Management Systems indicated in the Application, taking into account the restrictions set by the Institution. Provided that the Institution agrees to it, the Customer may grant to a User an authority to receive only particular Services and/or the rights to operate only particular Accounts.

3.4. Available Modes of Use of the Internet Office:

3.4.1. Informative Mode providing the User with an authority to receive information about Accounts and Operations carried out on them, as well as about Cards and Transactions carried out using them;

3.4.2. Full Mode providing the User with an authority to receive information about Accounts and Operations carried out on them, about Cards and Transactions carried out using them, as well as to prepare, to approve and to submit Payment Orders and notices to the Institution;

3.5. Available Modes of Use of the Virtual Office:

- 3.5.1. Informative Mode providing the User with an authority to receive information about Accounts and Operations carried out on them, as well as about Cards and Transactions carried out using them;
- 3.5.2. Full Mode providing the User with an authority to receive information about Accounts and Operations carried out on them, about Cards and Transactions carried out using them, as well as to prepare, to approve and to submit Payment Orders and notices to the Institution;
- 3.6. An authorisation to use the Virtual Office can be granted only to a User authorised to use the Internet Office and only in the same mode as the respective User has been registered for the use of the Internet Office, except for a Card User, which can be authorised to access the information on operations with Cards and Card account balance in the Informative Mode.
- 3.7. User's rights can be restricted by granting an authority to review the list of Transactions carried out using a particular Card or all Cards and/or to manage only particular Customer's Accounts, or by granting an authority to manage all Customer's financial assets with the Institution implying management of all Customer's Accounts, as well as review of Transactions carried out using all Cards.
- 3.8. If the Customer wishes to determine for Payment Orders a two-tier signing procedure, providing that for execution of a Payment Order approval of at least two Users is required, the Customer submits to the Institution an Application in which all Users are indicated who must give their consent to the execution of a Payment Order. Such Service becomes available to the Customer only upon receipt of the Institution's acceptance; the Institution, having evaluated the part of the Application referring to the two-tier signing, may refuse provision of such Service to the Customer without explaining reasons thereof.

#### **4. USERS AND THEIR AUTHORITY**

- 4.1. The Customer appoints Users for the use of the Remote Account Management System and their modes of access by submitting an Application to the Institution.
- 4.2. The Institution registers the authority granted to a User in the relevant Institution's information system no later than on the next Institution's Business Day following the receipt of an Application.
- 4.3. The Customer's authority to receive Services through the Remote Account Management Systems takes effect at the moment of registration of such authority in accordance with provisions of Paragraph 4.2 hereof, unless the Agreement stipulates otherwise.
- 4.4. The Customer who is a private individual may receive Services as a User on behalf of another Institution's Customer, if the Institution has registered the Customer's authority to receive Services on behalf of another Institution's Customer in accordance with provisions of Paragraph 4.2 hereof.
- 4.5. In order to change the scope of authority granted to the User in line with an Application, the Customer submits to the Institution a new Application concerning the respective User. The Institution registers the relevant changes no later than on the next Institution's Business Day following the receipt of an Application, unless the Agreement stipulates otherwise.
- 4.6. The Customer may suspend the authority granted to a User to receive Services of behalf of the Customer by submitting a written order to the Institution.
- 4.7. In the case mentioned in Paragraph 4.6 hereof the authority granted to the User is suspended for the time period until renewal of such authority by the Institution on the basis of the Customer's written order. The Institution suspends or renews the User's authority to receive Services of behalf of the Customer no later than on the following Institution's Business Day after the receipt of the relevant order from the Customer.
- 4.8. The Institution may suspend User's rights to receive Services on behalf of the respective Customer without receipt of the relevant order from the Customer in the following cases:
  - 4.8.1. there is a threat of illegal use of the Customer's funds;
  - 4.8.2. the Customer or the User fails to comply with the provisions of the Agreement;
  - 4.8.3. the Institution has reasonable doubts concerning the User's authority to receive Services on behalf of the Customer;
  - 4.8.4. in other cases in accordance with the General Business Conditions.
- 4.9. The Customer can request the Institution to cancel the authority granted in accordance with an Application to a User to receive Services of behalf of the Customer by submitting a written order to the Institution. The Institution cancels the User's authority to receive Services of behalf of the Customer no later than on the following Institution's Business Day after the receipt of the relevant order. The authority granted to Users under an Application is terminated as of the moment of its cancellation in accordance with provisions of this Paragraph.
- 4.10. The Institution may deem any Application to be valid until the Customer submits to the Institution a written order on suspension or cancellation of the authority granted under an Application, and until the Institution executes it in line with the procedure set out by the Agreement.
- 4.11. The Institution may refuse to accept any Customer's Application or to execute any of the Customer's orders, if the Customer has not signed them in the presence of the Institution's representative or in another manner acceptable to the Institution.

4.12. A User may at any time waive the authority granted to him/her in accordance with an Application, by notifying the Institution in writing.

## **5. MEANS OF IDENTIFICATION**

- 5.1. By conclusion of an Agreement with a Customer, who is a private individual, the Institution assigns to the User a User Name and a Password, as well as issues to him/her a Code Card or enables and issues a Security Token; the Institution provides to the User an opportunity to use the initial password assigned by the Institution or to create a new Password in line with the Manual. Types and scope of the Services offered by the Institution and available to the Customer through the Remote Account Management System may be subject to the used Means of Identification.
- 5.2. When using the Remote Account Management Systems, the User uses the relevant Means of Identification as a proof of his/her identity.
- 5.3. When receiving Services on behalf of a Customer, the User uses his/her Means of Identification.
- 5.4. If a document is submitted to the Institution in accordance with the Rules and it is approved by a Means of Identification, it is deemed that it has been approved by the User to which the respective Means of Identification has been assigned.
- 5.5. The User must keep the Means of Identification safely and so that they are not available and passed or disclosed to third parties. The User keeps the Means of Identification separately from each other.
- 5.6. To prevent unauthorised use of Means of Identification, the User immediately notifies the Institution in writing or by telephone, if any of the Means of Identification or the Security Token's PIN Code (if any) has passed into a third party's disposal or if the User suspects it. In such case the Institution may verify the User's identity by any data possessed by the Institution, which is related to that User and allows distinguishing him/her from other persons as accurately as possible. As soon as possible upon receipt of such notice the Institution terminates identification of the User by the respective Means of Identification.
- 5.7. If the User submits the notice mentioned in Paragraph 5.6 in respect of such Means of Identification, which is used for the User's identification in the Internet Office, the Institution may also block the User's access to the Internet Office. The Institution may further block the User's access to the Internet Office in case that the User five consequent times has entered wrong parameters of any Means of Identification in the Internet Office. The Institution may determine less amount of wrong entries of parameters for blocking of the respective Means of Identification and/or User's access to the Internet Office. In cases mentioned in this Paragraph the User's access to the Internet Office can be renewed on the basis of the User's and/or the Customer's instruction submitted to the Institution in writing or in another manner acceptable to the Institution.

## **6. INTERNET OFFICE**

- 6.1. To access the Internet Office, the Customer uses the internet address specified by the Institution. The information about this address is available to the Customer on the Institution's Website.
- 6.2. The User uses the Internet Office in accordance with the Rules and the Institution's guidelines set out in the Manual, and takes all the appropriate measures to prevent third parties' access to the system.
- 6.3. When using the Internet Office, the User uses the following Means of Identification as a proof of his/her identity:
  - 6.3.1. User Name and Password;
  - 6.3.2. in case of use of the Code Card - the User Name, the Password and an identification code from the Code Card;
  - 6.3.3. in case of use of the Security Token - the User Name, the Password and an identification code generated by the Security Token.
- 6.4. Subject to the type of Service, the User may use one or more Means of Identification as a proof of his/her identity.
- 6.5. To approve and to submit documents to the Institution, the User uses an identification code from the Code Card or an identification code generated by the Security Token, except for cases determined by the Institution when a code is not required for approval of a particular type of document. An identification code from the Code Card or from the Security Token entered in the Internet Office and electronically transmitted to the Institution is deemed equivalent to the User's handwritten signature.
- 6.6. Any document approved in accordance with the Rules and submitted to the Institution through the Internet Office, is binding on the Customer, the User and the Institution, and in terms of its legal force it is equivalent to a document bearing the User's handwritten or electronic signature.
- 6.7. Information provided by the Institution, reflected in the Internet Office or transmitted through the Internet Office is deemed to be the information binding on the Customer and the User, and in terms of its legal force it is equivalent to a document bearing handwritten or electronic signature of the Institution's authorised signatory.
- 6.8. The Institution may record and register activities performed through the Internet Office, and in case of need use these records as justification and evidence of the Services applied for or received by the Customer or of orders submitted by the Customer.

## **7. LIMITS**

- 7.1. Limits apply to all Customer's Accounts. The Customer in the Application may set individual Limits for the use of the Remote Account Management System and to set Limits for each User separately.
- 7.2. Upon submission of the Application and upon authorisation of the User to manage particular Customer's Accounts or to review Transactions executed with the particular Cards, the User is granted the corresponding authority in respect of currently opened Accounts and issued Cards; in order to grant to a User a certain scope of authority in respect of newly opened Account or a new Card, the Customer must submit to the Institution a relevant application. If the User is authorised to manage all Customer's assets with the Institution, then after opening of a new Account or issuance of a new Card to the Customer, the User will be entitled to manage also the newly opened Account within the scope of the Limit, as well as to observe Transactions executed with the new Card.
- 7.3. The Institution does not accept a Payment Order if the Payment amount exceeds the Limit or if by executing it the Limit set for a certain period of time would be exceeded.
- 7.4. Limits do not apply to Fees and other expenses debited by the Institution from the Account in accordance with provisions of the Agreement.
- 7.5. The Institution may unilaterally at its own discretion reduce the Limits applied to the Remote Account Management System.

## **8. VIRTUAL OFFICE**

- 8.1. The User may use the Virtual Office to receive Services on behalf of the User, if such authorisation has been granted to the User in accordance with the Application.
- 8.2. For receipt of Services the User dials the Institution's phone number set forth by the Institution for this purpose, or another Institution's phone number, on the use of which for this purpose the Parties have agreed. Information about the telephone numbers determined by the Institution is available at the Institution's website.
- 8.3. The User can communicate with the Institution in the Latvian, Russian or English language.
- 8.4. When the User uses the Virtual Office in a Full Mode, the User as a proof of his identity uses the User Name and the relevant parameter of the Means of Identification. For the security purposes the Institution may request that the User also provides the Password on which the Parties agreed for identification of the User by telephone, as well as other information concerning the Customer and/or the User requested by the Institution.
- 8.5. When using the Virtual Office and receiving the Services, which in accordance with the Rules are available through the Virtual Office in the Informative Mode, the User can prove his/her identity by telling his/her name, family name, ID code (date of birth), User Name and the Password provided for the User's identification by telephone.
- 8.6. If the Institution calls the User, the User is entitled not to provide any parameters of the Means of Identification.
- 8.7. The Institution may refuse to accept the Customer's order or another document, if in accordance with the Customer's instruction for its acceptance and execution approval of more than one User is required, but the Customer fails to ensure it.
- 8.8. If a User has been identified in accordance with the Rules, any of its orders or notices submitted to the Institution through the Virtual Office, is binding on the Customer, the User and the Institution, and in terms of its legal force it is equivalent to a document bearing the User's handwritten or electronic signature.
- 8.9. If a User has been identified in accordance with the Rules, any information transmitted by the Institution to the User through the Virtual Office, is deemed to be the information binding on the Customer and the User and in terms of its legal force it is equivalent to a document bearing handwritten or electronic signature of the Institution's authorised signatory.
- 8.10. The Institution may record conversations or otherwise record the information transmitted through the Virtual Office, and in case of need use these records as justification and evidence of the Services applied for or received by the Customer or orders submitted by the Customer.

## **9. FEES**

- 9.1. The Customer pays to the Institution the Fees related to the use of the Remote Account Management System in accordance with the Price List.
- 9.2. The Institution may debit the Fees due to it in accordance with the provisions of the Agreement from the relevant Customer's Account in line with the General Business Conditions.
- 9.3. The Fee set out in the Price List for enabling of the Means of Identification is paid to the Institution by the Customer, upon whose initiative the User is registered in the relevant Institution's system, unless the Parties agree otherwise. If the Fee is payable by the Customer, the Customer authorises the Institution to debit this Fee from any Account.

## **10. MISCELLANEOUS**

- 10.1. The Customer may use the Remote Account Management Systems only for the purposes specified herein.
- 10.2. The Institution executes the Payment Orders submitted to it through the Remote Account Management Systems in accordance with the respective Institution's Rules governing the procedure for the execution of the respective Payment Order.
- 10.3. The Institution may contact the Customer or the User repeatedly and to verify whether the received order or notice is correct.

- 10.4. The Institution is entitled not to accept an order or a notice and not execute it, if:
- 10.4.1. the Customer or the User fails to comply with the provisions of the Agreement;
  - 10.4.2. the Institution fails to get confidence in the Customer's or the User's identity or genuineness of intent;
  - 10.4.3. contents of the order or notice are unclear;
  - 10.4.4. the User fails to confirm the contents of the order or the notice upon the Institution's request;
  - 10.4.5. no funds are freely available on the respective Account in the amount necessary for the execution of the received Payment Order and for payment of the relevant Fees;
  - 10.4.6. the Limits are not observed;
  - 10.4.7. the Institution reasonably suspects performance of illegal activities;
  - 10.4.8. the Institution may do so in line with laws and regulations, General Business Conditions, provisions of the Agreement or other agreements between the Parties.
- 10.5. The Customer regularly, at least once within a calendar month checks whether the information on Services provided to the Customer reflected in the Account statement or in the Internet Office, is accurate, and immediately notifies the Institution on any inconsistencies detected.
- 10.6. The Customer may file complaints concerning the Services within 14 (fourteen) days following receipt of the respective Service, unless other provisions of Agreement or other agreements entered between the Parties, including Service Agreements, provide for a longer term. If the Customer files no complaints to the Institution within the above term, it is deemed that the Customer has no complains in respect of the received Service.
- 10.7. The Customer ensures that the hardware and software used by the User to access the Internet Office and/or the Virtual Office, complies with all the technical and safety requirements set forth by the Institution.

## **11. LIABILITY**

- 11.1. Each of the Parties is liable for non-fulfilment or undue fulfilment of its obligations under the Agreement in accordance with provisions of the Agreement, unless otherwise determined by the Agreement and the Rules.
- 11.2. The Customer is liable for all activities performed by the User in accordance with the Rules on behalf of the Customer through Remote Account Management Systems.
- 11.3. The Customer is liable for trueness, accuracy and completeness of the information provided by the Customer to the Institution in relation to the use of the Remote Account Management Systems or receipt of the Services or the information indicated in the User's order or notice, as well as for timely notification on changes in the above information. In case of provision of false, inaccurate, incomplete or delayed information the Customer reimburses the Institution for all loss incurred by the Institution in this respect. The Institution is not liable for potential inaccuracies or errors in notices, unless these appeared due to the Institution's fault.
- 11.4. The Customer is liable for any losses caused due to the Customer's failure to keep the Means of Identification properly in order to prevent their damage, loss or potential use by third parties of the Remote Account Management System or the Means of Identification, or the Customer's failure to observe other safety measures set forth by the Institution. The Institution is not liable for loss caused to the Customer, if a third party has acquired an opportunity to use the Remote Account Management System or the Means of Identification due to reasons outside the Institution's control.
- 11.5. The Institution is not liable for loss caused to the Customer due to defects or malfunction of the means of communication or technical equipment used by the User or due to the fact that the Remote Account Management Systems or their particular functions are unavailable to the User due to technical reasons.
- 11.6. The Institution is not liable for loss caused to the Customer, if the Customer or the User fails to observe the provisions of the Agreement or other provisions binding on the Customer or on the User under the Agreement.

## **12. OPERATION OF THE AGREEMENT AND ITS TERMINATION**

- 12.1. The Customer may unilaterally terminate the Agreement at any time by written notice to the Institution. In such case the Institution suspends the provision of Services in 1 (one) Institution's Business Day following receipt of the Customer's written notice.
- 12.2. The Institution may at any time suspend provision of Services to the Customer and/or unilaterally terminate the Agreement by at least 10 (ten) days prior written notice to the Customer.
- 12.3. The Institution may suspend provision of Services to the Customer and/or unilaterally terminate the Agreement without prior notice, if:
- 12.3.1. the Customer or the User fails to comply with the provisions of the Agreement;
  - 12.3.2. the Customer hasn't used any of the Remote Account Management Systems for 3 (three) subsequent calendar months;
  - 12.3.3. Business Relationship with the Customer is terminated;
  - 12.3.4. there are other circumstances upon occurrence of which the Institution may unilaterally withdraw from the Agreement in accordance with the General Business Conditions.
- 12.4. The Agreement stays in effect until complete fulfilment by the Parties of their obligations under the Agreement.

### **13. GOVERNING LAW AND DISPUTE RESOLUTION**

13.1. Rights and obligations of the Parties under the Agreement are governed by laws of the Republic of Latvia.

13.2. Any dispute arising between the Institution and the Customer in respect of these Rules or the Agreement and application or fulfilment of the requirements thereof, if not resolved in mutual negotiations with the Institution or if such negotiations last for more than 30 days, is settled:

13.2.1. if the Customer is a Consumer, upon the plaintiff's choice, by a court of jurisdiction by agreement subject to the Institution's address or by a court of general jurisdiction;

13.2.2. if the Customer is not a Consumer, upon the plaintiff's choice, by a court of general jurisdiction or by Galvenā Šķīrējtiesa (Supreme Arbitration, unified registration number 40103210884) in Riga, and in accordance with the laws of the Republic of Latvia and under the Rules of this Arbitration, in a written procedure, by one arbitrator appointed by the Chairman of the Arbitration. Language of litigation is Latvian.

### **14. INTERPRETATION OF THE RULES**

14.1. Headings of the chapters in the Rules are intended for convenience only, not for interpretation of the Rules.

14.2. If any part of the Rules is or becomes inoperable, the remaining part of the Rules is not affected thereby.

14.3. In case of discrepancies or ambiguities between the Latvian and the foreign text of the Rules, the text in Latvian prevails.

14.4. Unless specified otherwise in the Rules, references to chapters, paragraphs or sub-paragraphs in the Rules mean references to chapters, paragraphs or sub-paragraphs of the Rules (respectively).

14.5. In the Rules a reference to any document includes a reference to that document with all amendments and any other modifications as well as to a novation of that document.

14.6. The Rules are not applicable to the legal relationship between the Parties concerning usage of such Institution's systems, which are not mentioned herein.