



THE COUNCIL OF LATVIJAS BANKA

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Riga, 20 September 2018

Procedure (internal regulation)  
No. 279/3

**Latvijas Banka's Procedure for the Use of the Proxy  
Registry "Instant Links"**

Note.

As amended by Latvijas Banka's Council Procedure No. 287/6 of 28 March 2018 (in effect as of 15 April 2019) and Procedure No. 295/1 of 26 September 2019 (in effect as of 10 October 2019)

Issued pursuant to Clause 2  
of Paragraph 1 of Section 72  
of the State Administration  
Structure Law

1. Hereby the "The Rules for the Use of the Proxy Registry "Instant Links"" (Appendix 1) and the sample agreement "On the Use of the Proxy Registry "Instant Links"" (Appendix 2) have been adopted and approved.
2. The agreement with a credit institution referred to in Paragraph 1 herein shall be signed by the Chairman of the Board of Latvijas Banka. Where the Chairman of Latvijas Banka's Board either finds himself in a conflict of interest regarding the other party to the agreement or is absent, the Deputy Chairperson of the Board shall sign the agreement. Where the Chairman and Deputy Chairperson of Latvijas Banka's Board either find themselves in a conflict of interest regarding the other party to the agreement or are absent, a member of the Board shall sign the agreement.
3. The Board of Latvijas Banka shall establish a procedure for ensuring the operation of the Proxy Registry "Instant Links".
4. The Board of Latvijas Banka shall provide for the "Functional Specifications of the Proxy Registry "Instant Links"".
5. The Procedure shall take effect on 18 November 2018.

Deputy Governor of Latvijas Banka

Z. Razmusa

## **Rules for the Use of the Proxy Registry "Instant Links"**

### **I. General provisions**

1. The Rules for the Use of the Proxy Registry "Instant Links" (hereinafter, the Rules) shall establish the procedure for the use of the Proxy Registry "Instant Links", the contents of the information to be entered in the Proxy Registry "Instant Links" and the mutual rights and obligations of a user of the Proxy Registry "Instant Links" and Latvijas Banka.

2. Terms used in the Rules:

2.1. group – the group comprises credit institutions incorporated in the European Economic Area within the meaning of the "System Rules for Participation in TARGET2-Latvija", approved by the Council of Latvijas Banka, and registered in the TARGET2 Static Data (Management) Module within the same Group of Accounts (Banking group monitoring) as the user of the Proxy Registry "Instant Links";

2.2. Proxy Registry "Instant Links" (hereinafter, the Registry) – the registry which contains information on the links between the IBANs (International Bank Account Numbers) and mobile phone numbers or other identifiers (hereinafter, the identifiers) of Registry users' customers;

2.3. a Registry user – a participant of the EKS, the electronic clearing system of Latvijas Banka (hereinafter, the EKS) or an entity referred to in Paragraph 13 herein which has applied for using the Registry and has received consent of Latvijas Banka in compliance with the procedure established in Chapter III herein;

2.4. a Registry user's customer – a customer of a Registry user or a credit institution of the same group as the Registry user, as well as a customer of an entity reachable via a Registry user or a credit institution of the same group as the Registry user by way of using Single Euro Payments Area (hereinafter, SEPA) compliant payment system.

3. Latvijas Banka shall establish and maintain the Registry to ensure the storage of information entered in the Registry and the provision of information to Registry users upon their request, for the purpose of ensuring more efficient initiation and execution of payments (instant payments, SEPA credit transfers or any other payments).

4. A Registry user may access the Registry with one or several BICs registered for the Registry user within the meaning of the "System Rules for Participation in the EKS" approved by the Council of Latvijas Banka (hereinafter, the registered BIC).

### **II. Key requirements for the use of the Registry**

5. The information entered in the Registry shall be used to initiate or make a payment, based on the information on the identifier of the payer or the payee provided by the customer of the Registry user.

6. A Registry user shall submit information on the customers of the Registry user for entry in the Registry, as well as request to modify, delete and provide the information entered in the Registry. Latvijas Banka shall provide information entered in the Registry to a Registry user via the web service or file exchange service in accordance with the regulation of Latvijas Banka establishing the procedure for electronic information exchange with Latvijas Banka by using an advanced security system, where:

6.1. the type of information exchange is the provision of the online communication connection, the online exchange of messages and information exchange within the Registry in compliance with the present Rules;

6.2. Latvijas Banka shall grant each Registry user, in relation to each BIC registered for it, the following licences:

6.2.1. two licences of the advanced security system for the online communication connection;

6.2.2. two licences of the advanced security system for the online message exchange;

6.2.3. two licences of the advanced security system for information exchange with Latvijas Banka within the Registry.

7. Technical specifications and requirements for entering the information in the Registry, its modification and deletion from the Registry, as well as information receipt from the Registry are established in the "Functional Specifications of the Proxy Registry "Instant Links"" approved by the Board of Latvijas Banka.

8. The Registry shall be available to Registry users online on a non-stop basis (24/7/365).

9. Latvijas Banka shall ensure that the new or modified information submitted by the Registry user for entry in the Registry is available to Registry users immediately after its entering or modification, as well as ensure that the information is no longer available to Registry users immediately after its deletion.

10. A Registry user shall represent and warrant to Latvijas Banka that the performance of its obligations under the Rules does not breach any laws and regulations or by-law applicable to it or any agreement binding on it.

11. Latvijas Banka and a Registry user shall be aware of and fulfil all its obligations according to the laws and regulations on personal data protection.

11.<sup>1</sup> Latvijas Banka and a Registry user shall act as data controllers with respect to the processing of the personal data of the Registry user's customers, performed to carry out the task referred to in Paragraph 3 herein. The Registry user shall act as a data controller with respect to the personal data submitted to and received from the Registry. Latvijas Banka in its capacity as the operator of the Registry shall act as a data controller with respect to the personal data submitted for entry in the Registry, entered in the Registry and to be provided from the Registry, ensuring their integrity and consistence with the current information submitted by the Registry user to the Registry.

12. A Registry user shall undertake to participate in the tests organised by Latvijas Banka and address other issues related to the use of the Registry.

12.<sup>1</sup> Latvijas Banka shall maintain a list of Registry users, credit institutions of the same group as Registry users as well as entities reachable via Registry users or credit institutions of the same group as Registry users and publish it on Latvijas Banka's website.

12.<sup>2</sup> A Registry user shall agree that Latvijas Banka publishes its name, BIC and the contact details of its data controller, and the name and BIC of a credit institution of the same group as the Registry user, as well as the name and BIC of an entity reachable via the Registry user or a credit institution of the same group as the Registry user. A Registry user shall ensure that an explicit consent to the publication of such data has been obtained from the credit institution of the same group as the Registry user, as well as from the entity reachable via the Registry user or the credit institution of the same group as the Registry user.

### **III. Procedure of application for the use of the Registry and consent by Latvijas Banka**

13. The following entity which is reachable by way of using a SEPA-compliant payment system may become a Registry user:

13.1. a credit institution incorporated in the European Economic Area, inter alia where it acts through a branch incorporated in the European Economic Area;

13.2. a credit institution incorporated outside the European Economic Area, provided that it acts through a branch incorporated in the European Economic Area;

13.3. a national central bank of a European Union Member State.

14. Prior to starting to use the Registry, an EKS participant shall:

14.1. fill in and submit the Static Data Registration Form (Appendix 1.1) and the Data Controller Form (Appendix 1.2) to Latvijas Banka;

14.2. pass the tests required by Latvijas Banka.

15. To become a Registry user, the entity referred to in Paragraph 13 herein shall comply with the following requirements:

15.1. it shall enter into an agreement "On the Use of the Proxy Registry "Instant Links"" with Latvijas Banka;

15.2. it shall fill in and submit the Static Data Registration Form (Appendix 1.1) and the Data Controller Form (Appendix 1.2) to Latvijas Banka;

15.3. it shall install, manage, operate and monitor as well as ensure the security of the IT infrastructure necessary for using the Registry;

15.4. it shall pass the tests required by Latvijas Banka.

16. Latvijas Banka may also request any other information it deems necessary to decide on the consent to the use of the Registry.

17. Latvijas Banka shall communicate its decision on the consent to the use of the Registry within one month of the day when Latvijas Banka has received all the documents referred to in Paragraph 15 herein and all requirements listed in Paragraph 15 herein have been complied with. Where Latvijas Banka requests further information pursuant to Paragraph 16 herein, it shall communicate its decision on the consent to the use of the Registry within one month of the day when Latvijas Banka has received the above information. In the event of refusal Latvijas Banka shall state the reason thereof.

18. An EKS participant may start to use the Registry with one or several registered BICs after the requirements referred to in Paragraph 14 herein have been fulfilled and the date from which the changes take effect in the Registry has been set by Latvijas Banka.

18.<sup>1</sup> A Registry user shall ensure a timely update of the information included in the Static Data Registration Form (Appendix 1.1). Latvijas Banka shall set the date from which the changes take effect in the Registry.

18.<sup>2</sup> A Registry user shall ensure a timely update of the information included in the Data Controller Form (Appendix 1.2).

### **IV. Information to be entered in the Registry**

19. The Registry shall contain the following information:

19.1. IBAN of the Registry user's customer;

19.2. identifier of the Registry user's customer;

19.3. name and surname (of a natural person) or name (of a legal person) of the Registry user's customer;

19.4. BIC matching the IBAN of the Registry user's customer.

20. In the Registry:

20.1. one identifier shall be linked to only one IBAN of the Registry user's customer;

20.2. one IBAN of the Registry user's customer may be linked to several identifiers.

21. A Registry user may submit for entry in the Registry the information referred to in Paragraph 19 herein on customers of a credit institution of the same group as the Registry user, as well as an entity reachable via the Registry user or a credit institution of the same group as the Registry user by way of using a SEPA-compliant payment system, provided that:

21.1. the above entity has authorised in writing the Registry user to submit for entry in the Registry the information on its customers referred to in Paragraph 19 herein;

21.2. the above entity is indicated in the Static Data Registration Form (Appendix 1.1).

22. The Registry user shall ensure that the Registry user's customer:

22.1. has validated in a technologically secure manner that the relevant identifier belongs to him;

22.2. on whom information will be submitted for entry in the Registry has received full information on the Registry and the use and accessibility of the information entered therein.

#### **IV.<sup>1</sup> Evidence**

22.<sup>1</sup> Latvijas Banka shall keep the Registry's information entries for a period of five years upon their deletion from the Registry and shall provide it to the Registry user based on its application.

22.<sup>2</sup> Latvijas Banka shall keep information on the requests sent to the Registry by Registry users for a period of one year. A Registry user's customer may obtain the respective information by approaching the Registry user who shall request this information from Latvijas Banka. Latvijas Banka shall provide the requested information to the Registry user within two business days.

22.<sup>3</sup> Latvijas Banka's records (whether kept as paper-based documents, by electronic recording or in any other mechanically reproducible form) shall be accepted as a means of evidence of any obligations of the Registry user and of any facts and events that the parties rely on.

#### **V. Termination of access to the Registry**

23. A Registry user, who is not an EKS participant, may discontinue to use the Registry or a Registry user may discontinue to submit for entry in the Registry the information on the customers of an entity referred to in Paragraph 21 herein at any time by filling in and submitting the Static Data Registration Form (Appendix 1.1) to Latvijas Banka. Latvijas Banka shall make changes in the Registry on the date indicated in the Static Data Registration Form (Appendix 1.1).

24. Latvijas Banka shall terminate access to the Registry for a Registry user, who is not an EKS participant, where the Registry user:

24.1. no longer meets the access requirements established in Paragraph 13 herein;

24.2. is in material breach of the Rules, inter alia fails to participate in the tests held by Latvijas Banka or has not paid the fee referred to in Paragraphs 29 and 29.<sup>1</sup> herein.

25. Where Latvijas Banka terminates a Registry user's access to the Registry pursuant to Paragraph 24 herein, Latvijas Banka shall immediately notify the Registry user to that effect.

25.<sup>1</sup> Upon the termination of an EKS participant's participation in the EKS, its access to the Registry shall be terminated simultaneously.

26. Where a Registry user terminates its participation in the EKS and is willing to continue using the Registry, it shall enter into an agreement "On the Use of the Proxy Registry "Instant Links"" with Latvijas Banka. Latvijas Banka shall take a decision on the consent to the use of the Registry pursuant to the procedure provided for in Paragraph 17 herein and shall verify the compliance with the requirements of Paragraph 13 herein.

27. In the event that Latvijas Banka discontinues maintenance of the Registry, it shall be obliged to inform Registry users thereof three months in advance, unless an agreement on a different notice period has been reached with Registry users.

28. All relevant information submitted by a Registry user to the Registry shall be deleted simultaneously with the termination of the Registry user's access to the Registry. Where the Registry user's access to the Registry has been terminated for a certain registered BIC, all information entered in the Registry with the above registered BIC shall be deleted. Where the submission of information on the customers of an entity referred to in Paragraph 21 herein for entry in the Registry is discontinued, all entered information matching the BIC of the above entity shall be deleted from the Registry.

## **VI. Fee for the use of the Registry and its application**

29. A Registry user, who is not an EKS participant, shall pay Latvijas Banka a monthly fee of EUR 80.00 (excluding value added tax) for the use of the Registry.

29.<sup>1</sup> A Registry user shall pay Latvijas Banka a monthly fee of EUR 80.00 (excluding value added tax) for each entity indicated in the Static Data Registration Form (Appendix 1.1) as reachable via the Registry user or a credit institution of the same group.

30. Latvijas Banka shall send a Registry user the invoice for the previous month, specifying the fees to be paid, no later than on the ninth business day of the following month.

31. A Registry user shall make the payment to the settlement account specified by Latvijas Banka no later than on the 14th (fourteenth) business day of the respective month.

## **VII. Liability regulation**

32. A Registry user shall ensure that the information submitted for entry in the Registry is correct and accurate, the modification and deletion of the information is requested in a timely manner and the information entered in the Registry is requested and used solely for the purpose established in the Paragraph 5 herein. Latvijas Banka shall not be liable for any loss resulting from incorrect or false information submitted by a Registry user for entry in the Registry, or where a Registry user has not requested the modification or

deletion of the information entered in the Registry in a timely manner, or where a Registry user has requested the provision of the information entered in the Registry or information on the requests made by other Registry users without any legal basis.

33. Latvijas Banka shall not be liable for any loss resulting from any malfunction or failure in the technical infrastructure (including but not limited to Latvijas Banka's information system infrastructure, programmes, data and networks), if such malfunction or failure arises in spite of Latvijas Banka having adopted those measures that are reasonably necessary to protect such infrastructure against malfunction or failure, and to resolve the consequences of such malfunction or failure.

34. Latvijas Banka shall not be liable:

34.1. for any loss caused by the Registry user;

34.2. for any loss arising out of external events beyond Latvijas Banka's reasonable control.

34.<sup>1</sup> In the case of a personal data breach that could pose a high risk to individuals' rights and freedoms, Latvijas Banka shall, without undue delay, notify Registry users thereof.

### **VIII. Confidentiality**

35. Latvijas Banka and any Registry user shall keep the information entered in the Registry confidential, unless such disclosure is required under the applicable laws and regulations.

36. [Deleted].

37. A Registry user may use the available information related to the Registry operation only for the purposes stated herein. A Registry user shall keep such information confidential, unless Latvijas Banka has explicitly given its written consent to disclose.

### **IX. Notices**

38. Except where otherwise provided for by the Rules, all notices required or permitted pursuant to the Rules shall be sent by way of an electronic document signed with a secure electronic signature and accompanied by a timestamp (hereinafter, an electronic document) or by way of a signed paper document. Notices to Latvijas Banka shall be addressed to the Head of the Payments Systems Department of Latvijas Banka and emailed to the official electronic address of Latvijas Banka (hereinafter, e-address) or to the e-mail address info@bank.lv, or delivered by post to the postal address, or submitted at K. Valdemāra iela 2A, Rīga, LV-1050, Latvia. Latvijas Banka shall send notices to a Registry user to the Registry user's e-address, e-mail address or address indicated to Latvijas Banka by the Registry user and updated on a regular basis.

39. To prove that a notice has been sent, it shall be sufficient to prove that the notice in the form of a paper document was delivered to the respective address or that the envelope containing such notice was properly addressed and posted, or such notice in the form of an electronic document was sent to the e-address or e-mail address.

40. All notices shall be given in Latvian. Notices may be given in English if the Registry user is incorporated in another country.

41. A Registry user shall be bound by all documents which it has submitted to Latvijas Banka in compliance with Paragraphs 38 and 39 herein and which Latvijas Banka reasonably believes to have been received from the Registry user, its employees or agents.

## **X. Third Party Rights**

42. Any rights, interests, obligations, responsibilities and claims arising from the Rules shall not be transferred, pledged or assigned by a Registry user to any third party without Latvijas Banka's written consent.

43. The present Rules do not create any rights in favour of or obligations in relation to any entity other than Latvijas Banka and a Registry user.

## **XI. Governing Law, Jurisdiction and Court**

44. The bilateral relationship between Latvijas Banka and a Registry user shall be governed by the laws and regulations of the Republic of Latvia.

45. The place of court regarding the legal relationship between Latvijas Banka and a Registry user shall be Riga, Latvia.

## **XII. Final provisions**

46. Latvijas Banka shall have the right, at any time, to unilaterally amend the agreement "On the use of the Proxy Registry "Instant Links"", concluded between Latvijas Banka and a Registry user, the Rules, appendices hereto, and the "Functional Specifications of the Proxy Registry "Instant Links"" approved by the Board of Latvijas Banka (hereinafter, the "amendments"). Notifications of any amendments shall be furnished in writing. Amendments shall be deemed accepted by a Registry user who is not an EKS participant unless it expressly objects within one month of being informed of such amendments. Where a Registry user who is not an EKS participant objects to the amendments, Latvijas Banka shall be entitled to terminate the Registry user's access to the Registry immediately.

47. Where any provision in the Regulation becomes invalid, this shall not prejudice the applicability of other provisions hereof.

48. By using the Registry, a Registry user automatically agrees to the Rules regarding the relationship between the Registry user and Latvijas Banka.

49. Termination of access to the Registry shall not release a Registry user from complete execution of its obligations under the Rules.

50. It is assumed that on 15 April 2019 the Registry users have one registered BIC in the Registry.

51. Registry users that have started using the Registry by 9 October 2019 shall submit to Latvijas Banka the Static Data Registration Form (Appendix 1.1) and the Data Controller Form (Appendix 1.2) by 10 October 2019.

**Static Data Registration Form**

Preferred activation date	
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<b>Name of the Registry user</b>	
VAT identification number	
Registration number	

1. Fill in a separate section for each registered BIC of the Registry user

New	<input type="checkbox"/>	Modify	<input type="checkbox"/>	Delete	<input type="checkbox"/>
BIC		Test BIC			
<b>Name</b>					
<b>Application for the receipt of the non-mandatory messages/list</b>					
Notifications on new information entries in the Registry and notifications on information deletion from the Registry					<input type="checkbox"/>
The list of all phone numbers registered in the Registry, in file format		Via the file exchange service			<input type="checkbox"/>
		Via the web service			<input type="checkbox"/>

2. Fill in a separate section for each entity

New	<input type="checkbox"/>	Modify	<input type="checkbox"/>	Delete	<input type="checkbox"/>
<b>A credit institution of the same group as the Registry user</b>					<input type="checkbox"/>
<b>An entity reachable via the Registry user or a credit institution of the same group as the Registry user</b>					<input type="checkbox"/>
Registered BIC of the Registry user					
BIC of an entity		Test BIC of an entity			
<b>Name of an entity</b>					
I hereby certify that the entity indicated in this section has authorised the Registry user in writing to submit the information on its customers for entry in the Registry.					<input type="checkbox"/>

\_\_\_\_\_  
(name, surname and position of the person having the right to represent the Registry user)

\_\_\_\_\_  
(signature and date)

**Data Controller Form**

Name of the Data Controller <sup>1</sup>	
Contact details of the Data Controller for questions related to data protection <sup>1</sup>	
Name, surname and contact details of the Data Controller's data protection officer	

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(name, surname and position of the person having the right to represent the Registry user)

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(signature and date)

Deputy Governor of Latvijas Banka

Z. Razmusa

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<sup>1</sup> The information will be published on Latvijas Banka' website.

Riga, \_\_\_\_\_ 20\_\_

SAMPLE

AGREEMENT No.

On the Use of the Proxy Registry "Instant Links" (the Registry)

Latvijas Banka (hereinafter, the BANK) represented by

\_\_\_\_\_ (position, name and surname of the representative)

acting under \_\_\_\_\_, (basis for the powers of representation)

on the one side, and \_\_\_\_\_ (name)

(hereinafter, the USER) represented by \_\_\_\_\_ (position, name and surname of the representative)

\_\_\_\_\_ acting under \_\_\_\_\_, (basis for the powers of representation)

on the other side (hereinafter both collectively referred to as the PARTIES; hereinafter each individually also referred to as the PARTY), enter into the following agreement (hereinafter, the AGREEMENT).

1. The USER shall agree to apply for using the Registry in accordance with the "Rules for the Use of the Proxy Registry "Instant Links"" approved by the Council of Latvijas Banka (hereinafter, the Registry Rules).
2. Where the BANK accepts the application for the use of the Registry, the USER shall agree to act in accordance with the Registry Rules.
3. Where the BANK rejects the USER'S application for the use of the Registry or where the Registry user's access to the Registry is terminated pursuant to the Registry Rules, the AGREEMENT shall also become invalid at the same time.
4. The AGREEMENT shall take effect at the moment of its signing.
5. The AGREEMENT has been drawn up on 2 (two) pages in 2 (two) copies, with one copy for each PARTY.
6. Registered addresses and banking details of the PARTIES
  - 6.1. The BANK: K. Valdemāra iela 2A, Riga, LV-1050, Latvia; phone: +371 67022300, fax: +371 67022420, e-mail: info@bank.lv, registered with the Register of VAT payers of the State Revenue Service of the Republic of Latvia with No. LV90000158236. The settlement account with Latvijas Banka: No. LV35 LACB 0EUR 1750 5010 0, BIC LACBLV2X.

6.2. The USER:

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The BANK

The USER

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

Deputy Governor of Latvijas Banka

Z. Razmusa