

TERMS AND CONDITIONS OF SEB FAMILY PLAN

Valid from 01.05.2010

1. SEB Family Plan (hereinafter: the Plan) is a set of banking products/services offered to clients by AS SEB Pank (hereinafter: the Bank) for a fixed monthly fee. The list of products/services included in the Plan along with the prices of respective products/services have been specified on the website of the Bank at www.seb.ee and is available in all SEB branches.
2. The monthly fee of the Plan is established with the price list of the Bank. The client pays the monthly fee of the Plan to the full extent, regardless of the number of members in the Plan.
3. The Bank debits the monthly fee of the Plan from the client's account once a month for the previous month, in the first decade of the month.
4. If the Plan ends in the middle of a month, the Bank shall have the right to receive monthly fee for the aforementioned month proportionately for the number of days when the Plan was in force, regardless of the reasons of ending the Plan. The Bank has the right to debit the aforesaid fee from the client's account.
5. The Plan shall enter into force as of the moment of submitting the application for selecting the Plan. When selecting the Plan, the fee for formalisation of the Plan shall be paid. The Bank shall debit the fee from the client's account on the next day, after the Plan entered into force. The client shall pay the Bank no monthly fee for the month when the Plan was formalised.
6. The current account, specified in the application for debiting the monthly fee, can be changed or a new Plan selected upon ending application of a Plan only by submitting a new application.
7. If the client changes the Plan, offered by the Bank, for another settlement plan of private individuals, the Plan and all the benefits of the client and members of the Plan, arising herefrom, shall end as of the moment the new settlement Plan enters into force (Clause 5).
 - 7.1 To change the Plan for another settlement plan, the client shall submit a respective application on the form as established by the Bank.
 - 7.2 The client cannot change the Plan for other settlement plans, offered by the Bank, if the client has debts owed to the Bank, arising from the Plan.
8. The client has the right to include in the Plan up to seven (7) persons, holding a current account at the Bank. In order to include in the Plan the persons, requested by the client, the client shall submit to the Bank a separate application via the Internet Bank or at an SEB branch, indicating in the application the names and personal codes of these persons. The personal code must conform to the personal code standard of Estonia. By presenting the above-mentioned data, the client confirms that the above persons have given their consent to forwarding their personal data to the Bank; with the purpose of processing their personal data to decide inclusion of the persons in the Plan.
9. Upon receipt of the application, stipulated in Clause 8, the Bank shall inform the person, specified in the application, without delay about the request of the client to include the person in the Plan.
10. The respective person (for minors, their legal representative), requested by the client, must give his consent for including him in the Plan. If the above consent is not obtained within three months as of receipt of the notification, stipulated in Clause 9, the invitation to join the Plan is deemed expired and the respective person is not included in the Plan. By signing this application, the client hereby agrees that in order to obtain the consent from the said persons, the Bank shall forward them (if necessary, to legal representatives) the name of the client and information that the client has selected the SEB Family Plan and would like to include the specified person in the Plan.
11. If the person, to be included in the Plan, is a minor child of the client and the client is his legal representative, the consent of the legal representative for including the child in the Plan is deemed to be given by submitting to the Bank the application, according to which the client wants to include his child in the Plan.
12. The person is deemed included in the Plan (hereinafter: the Member of the Plan) as of the moment of giving his consent and the benefits of the Plan shall be applied to him.
13. To include new members in the Plan or to exclude a member from the Plan on the client's initiative, the client shall submit a respective application to the Bank via the Internet Bank or at an SEB branch. A Member of the Plan is excluded from the Plan as of the moment of submitting the application. Admitting of new members is based on the procedure, stipulated in Clauses 8-12.
14. A Member of the Plan may withdraw from the Plan at any time, informing the Bank hereof via the Internet Bank or at an SEB branch. The Bank shall terminate application of the Plan to a Member of the Plan as of the moment of receiving the respective notification. If a Member of the Plan is a minor, the above notification shall be sent to the Bank by the legal representative of the Member of the Plan.
15. The Bank may exclude a Member of the Plan any time on its own initiative.
16. If the current account, specified in the client's application, does not have sufficient funds for debiting the monthly fee of the Plan (incl. in the case, stipulated in Clause 4), the Bank shall be entitled to debit the payable amounts from other accounts of the client at the Bank; including, upon need the Bank has the right to convert the necessary sum from another currency, available in the client's account(s).
17. The Plan shall end:
 - 17.1 on the client's initiative, submitting to the Bank an application for terminating the Plan on the form as established by the Bank via the Internet bank or at an SEB branch. The Plan shall end as of the day of submitting the application;
 - 17.2 upon the death of the client;
 - 17.3 on the initiative of the Bank:
 - 17.3.1 if the client owes the Bank monthly fees, exceeding in total the amount of three monthly fees. In the above mentioned case the Bank shall terminate the Plan on a day when the respective limit was reached, without informing the client and Members of the Plan thereof further.
 - 17.3.2 for any reason by notifying the client of terminating the Plan in a manner specified in the general terms and conditions of the Bank at least 2 (two) months in advance, except in case specified in Clause 17.3.1.
18. If a Member of the Plan has been excluded from the Plan on the initiative of the Bank or the client himself or the Plan has ended for any reason, the Bank shall inform the respective Member of the Plan thereof via the Internet Bank the latest on the next business day, following the termination of the Plan.
19. Upon termination of the Plan, the Bank shall not return to the client the fee for formalisation of the Plan (Clause 5).
20. As of the moment of terminating the Plan, the ordinary price list of the Bank shall apply to the client and the Members of the Plan, unless otherwise stipulated by the Bank.
21. The Bank has the right to amend the terms and conditions of the Plan, incl. the set and prices of the products/services included in the Plan, at any time by giving the client notice thereof pursuant to the procedure stipulated in the general terms and conditions of the Bank.
22. Also the general terms and conditions, established at the Bank, the terms and conditions of settlement and the terms and conditions of current account agreement shall be applied to the mutual relations between the client, the Bank and Members of the Plan.
23. Any disputes between the Bank and the client shall be resolved by way of negotiations. If negotiations yield no results, the dispute shall be resolved by a court proceeding.