Terms and conditions of authentication contract

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Content

Definitions

Account means the Merchant's current account specified in the Contract, from which the Bank debits the Commission Fee.

Authentication means a banking service offered to a Merchant, used to identify the Client accessing the Webpage via Internet Bank.

Bank means AS SEB Pank.

Client is a person, who has concluded an Internet Bank agreement with the Bank and who accesses the Merchant's Webpage via Internet Bank.

Commission Fee means a fee determined in the Bank's price list or in a special agreement signed between the Parties, payable by the Merchant to the Bank for the authentication (incl. the subscription fee and contract amendment fee).

Contract means the Authentication Contract entered into between the Merchant and the Bank, together with all of its parts.

Electronic Signature is a check code, designed for the identification of either the Merchant or the Bank, which is calculated following the technical specification requirements published on the Bank's Webpage.

Internet Bank is the Bank's electronic service channel, which enables the Client to use the services, determined by the Bank, over the Internet.

Merchant is a legal person or a self-employed person (FIE), with whom the Bank has concluded a contract.

Party (jointly the Parties) means the Bank and/or the Merchant.

Public Key means a unique combination of symbols, generated together with a Secret Key to be used. Public Key enables a Party to check the Electronic Signature of the other Party and obtain assurance that the data, protected with the Electronic Signature have not been altered and that the data have been submitted by the other Party.

Secret Key is a unique combination of symbols, generated together with the Public Key, with the help of which a Party to the Contract generates the Electronic Signature.

Settlement Day means a day when the Bank is open for general banking operations. Generally, a Settlement Day is every calendar day, except Saturdays, Sundays, national or public holidays.

Webpage is the point-of-sale of the Merchant, where the Client can use the services designated by the Merchant.

Security and technical requirements

1. To enable verification of the authenticity of sent requests, the Parties forward to each other a Public Key.
2. The Parties keep the Secret Keys confidential from third parties and the other Party.
3. The Merchant uses the SSL security certificate issued by a reliable source.
4. The Parties ensure continuous, secure and uninterrupted operation of their information system, technical solutions and mutual communication channel. The Merchant enables the Client 24h Authentication at its point-of-sale.
5. The Parties coordinate with each other with a reasonable time of advance notice any changes in their information system, which affect or may affect the performance of the Contract. The Parties abstain from damaging the information system of the other Party with their own system or causing other damage to the other Party.
6. The Party, detecting a failure, shall immediately start remedying the same and inform the other Party of the failure and the duration of it.
7. When preparing requests and upon other data communication, the Parties shall follow the conditions and procedure, published in the technical specification of authentication on the Bank's Webpage at www.seb.ee.
8. The Parties shall provide mutually information which is necessary for the fulfilment of the terms and conditions of the Contract. This information shall not contain data, the disclosure of which is restricted by law.

Obligations of the Merchant

9. In order to use the authentication, the Merchant shall open an Account at the Bank and shall maintain the Account throughout the duration of the Contract.
10. The Merchant shall specify all Webpages and fields of activity in the Contract. The Merchant shall inform the Bank of any changes in the web address or field of activity in writing 10 days in advance thereof.
11. The Merchant shall carry out the entire authentication on the Webpage specified in the Contract and shall not redirect the Client
    11.1 from the Webpage specified in the Contract to a webpage, that is not specified in the Contract;
    11.2 to the Webpage specified in the Contract from any webpage of the sales environment.
12. The Merchant's Webpage shall clearly visualize:
    12.1 notation, referring to the possibility of Authentication and
    12.2 instructions for Authentication.

Authentication

13. The Client shall present their Authentication wish to the Merchant.
14. The Merchant shall prepare a request of the Client's wish and forward the digitally signed request to the Bank.
15. If the Authentication request corresponds to the technical specification and contains a proper Electronic Signature of the Merchant, the Bank shall identify the Client following the Internet Bank agreement and forward the information to the Merchant. Upon Authentication, the Bank will not verify the signature of the document, data, etc. given by the Client.
16. If the Authentication request does not contain a proper Electronic Signature of the Merchant or does not follow the valid technical specification, the Bank shall issue the Client an error message.
17. A Merchant, who receives from the Bank the response stated in clause 15 of this document, shall verify the accuracy of the Bank's Electronic Signature and the time of creating the request.
18. If a third party has learned about or may have learned about the Secret Key of a Party, the Party shall notify the other Party of the incident immediately and shall terminate Authentication until a relevant agreement of the Parties.

Commission Fees

19. The Merchant shall pay a Commission Fee to the Bank for the Authentication.
20. The Merchant shall make sure that there are sufficient funds in the Account by the specified date for debiting the Commission Fee.
21. The Bank debits the authentication service fee from the account specified in the agreement on the 16th day of each month for the previous calendar month. If the 16th day is not a settlement day, the bank will debit the service fee on the following settlement day.
22. The Bank debits from the Merchant's Account the subscription fee of Authentication after signing the Contract and after amendment of the Contract.

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23. The Bank charges a Commission Fee for issuing the Authentication certificates, to be determined upon agreement of the Parties.

24. If the funds in the Account specified in the Contract are insufficient for paying the Commission Fees, the Bank may debit the owed sum from any current account of the Merchant at the Bank. The Merchant shall pay default interest of 0.1% per day on the outstanding Commission Fee amount.

Confidentiality

25. The Merchant shall keep confidential the information learned during the performance of the Contract, above all the details of the Client and its activity, treating the Client's data as subject to banking secrecy for the purposes of the Credit Institutions Act. The confidentiality obligation shall be valid without a term. The Merchant shall ensure that all persons assigned to the performance of the Contract are aware of and comply with the confidentiality obligation.

26. The Merchant shall use the data and information gathered during the performance of the Contract only for the fulfilment of obligations arising from the Contract, that is for the Authentication. This obligation shall remain valid also after termination of the Contract.

27. The terms and conditions of the Contract are confidential and the Parties shall not disclose these to third parties, unless the right to disclose arises from the legislation or the general terms and conditions of the Bank.

Term, amendment and termination of the Contract

28. This Contract shall enter into force as of the moment of signing and shall be valid without a term.

29. The Bank may change the Contract unilaterally, by notifying the Merchant thereof pursuant to procedure and at the term set forth in the Bank's general terms and conditions.

30. The Merchant may cancel the Contract by notifying the Bank at least two Settlement Days in advance.

31. The Bank may cancel the Contract by notifying the Merchant at least one month in advance.

32. The Bank may suspend performance of the Contract or cancel the Contract without following the term of advance notice, if

    32.1 the Merchant is in breach of the obligations stipulated in the Contract;

    32.2 the Merchant remains in arrears towards the Bank or becomes insolvent;

    32.3 no Clients have been authenticated under the Contract for at least two months;

    32.4 the Merchant has submitted incorrect information to the Bank;

    32.5 the grounds, specified in the Bank's general terms and conditions occur.

33. Upon suspending the Contract, the Bank shall suspend fulfilment of obligations, which it has assumed under the Contract towards the Merchant. The Bank shall continue the fulfilment of its contractual obligations when the grounds for the suspension of the Contract no longer apply.

34. The Contract ends without giving advance notice, if the Merchant has been deleted from the commercial register or if the Bank learns about the death of a Merchant who was self- employed.

35. Termination of the Contract shall not release either Party from the fulfilment of their contractual obligations. The Bank may debit the owed amounts from any current account of the Merchant also after termination of the Contract.

36. Upon expiry of the Contract the Merchant shall remove from the Webpage the indication to Authentication and shall cease to use the notation and design related to Authentication.

37. Upon expiry of the Contract the Bank shall not reimburse to the Merchant for the paid Commission Fees.

Other provisions

38. A Party shall be liable to the other Party for direct proprietary damage caused to the other Party and third persons.

39. In matters not regulated with the Contract the Parties shall be governed by the legislation, the general terms and conditions of the Bank, the Bank's price list and the principles of sound banking management.

40. A dispute between the Bank and the Merchant shall be resolved according to the general terms and conditions of the Bank.

41. The Merchant shall not assign or transfer in part or in full its rights and obligations arising from the Contract without the Bank's consent. Any assignment or transfer without the Bank's prior written consent is deemed null and void.

42. The Bank may transfer and assign its contractual rights and obligations by informing the Merchant 30 calendar days in advance thereof.