

AS SEB Pank general terms and conditions



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Definitions

Blocking means an operation, with which the use of funds or securities in the account or provision of services is suspended in part or in full on the initiative of the Client or the Bank.

The person connected with a natural person is:

- ultimate beneficial owner of the natural person;
- a natural or a legal person, whose authorised representative the person is;
- a legal person, in whose supervisory board or other managerial body the person belongs;
- a legal person, in which the person holds 25% or more of the shares or votes.

The person connected with a legal person is:

- ultimate beneficial owner of the legal person;
- a natural person, who is an authorised representative of a legal person or a member of the supervisory or management board or any other governing body of the same;
- a legal person, in which the legal person holds 25% or more of the shares or votes;
- a natural or legal person, who holds 25% or more of the shares or votes in the legal person;

A Client is any natural or legal person, who has submitted an application to the Bank for entering into an Agreement, or a person, who is or has used the service, provided by the Bank.

- A Private Client is a natural person, who carries out transactions, which are not related to independent economic or professional activity.
- A Business Client means a self-employed person or a legal person or a notary and bailiff in their professional activity.

A legal person belonging to the same group with the Bank is the parent company of the Bank and all subsidiaries of the Bank and its parent company.

Basic payment services are:

- opening, using and closing of a current account i.e. a payment account;
- cash deposit to and cash withdrawal from current account;
- payments, i.e. a payment initiated from and a payment received to a current account, standing order and e-invoice with automated standing order agreement;
- a payment made with a bankcard (except with a credit card) and from the Internet Bank.

A notice on a durable medium is a notice, forwarded to the Client against signature or by post, e-mail, Internet Bank or as an SMS. A notice, forwarded that way can be saved by the Client, to access and reproduce it later unchanged, if necessary.

Ultimate beneficial owner is a natural person, who using its influence, carries out a transaction or has direct or indirect control over a transaction or another person and in whose interests, for whose benefit or on whose account the transaction is performed.

General provisions

Application of the General Terms and Conditions

1. The General Terms and Conditions (hereinafter the Terms and Conditions) of AS SEB Pank (hereinafter the Bank) establish the basis, rights and obligations, communication procedures for the legal relations between the Bank and the Client as well as the general terms for the conclusion, amendment and termination of the agreement on banking services (hereinafter the Agreement).
2. These Terms and Conditions apply to all legal relations between the Bank and the Client.
3. In addition to these Terms and Conditions, the relations between the Bank and the Client shall be governed by law, standard terms and conditions of the Agreement (hereinafter the Product Conditions), other conditions agreed upon with the Agreement, the price list of the Bank (hereinafter the Price List), good banking practice as well as the principles of good faith and reasonableness.
4. The Terms and Conditions are effective unless otherwise specified by the Product Conditions.
5. The Terms and Conditions and the Product Conditions are effective unless otherwise specified by the Agreement.

6. The Terms and Conditions, the Product Conditions and the Price List are available at a Bank office as well as on the Bank's homepage at www.seb.ee.
7. The Bank and the Client communicate mutually in the Estonian language, if possible, also in Russian or English. The Terms and Conditions, Price List and the Product Conditions of payment services and deposits of the Bank are available in these languages.
8. In case of discrepancies between the text in Estonian and English, the text in the Estonian language shall be taken as basis.

Applicable law and agreement on jurisdiction

9. The law of the Republic of Estonia shall be applied to the relations between the Bank and the Client.
10. The relations between the Bank and the Client are regulated by the law of a foreign state, if so prescribed by law, international agreement or if provided by the Agreement.
11. A dispute, arising from an Agreement, shall be resolved in Estonia, by the court in the jurisdiction of the Bank
 - 11.1. with the Private Client, whose place of residence is outside the European Union Member States;
 - 11.2. with a Business Client, incorporated in Estonia or in a foreign state.
12. A dispute with a Private Client with permanent residence in a European Union Member State shall be resolved in the court of residence of the Private Client.
13. If, at the conclusion of the Agreement the residence, location or seat of the Client is in Estonia, however after the conclusion of the Agreement
 - the Client relocates to a foreign country;
 - transfers their location or seat there or
 - at the moment of filing a claim, their residence, location or seat is not known to the Bank, the dispute shall be resolved in Estonia, by the court in the jurisdiction of the Bank.
14. Notwithstanding the provisions of Clause 9, a Client residing in a foreign country or incorporated there, is obliged when using the Bank services to follow the law, the restrictions, obligations to inform, etc., established in their country of residence or location.

Establishment and amendment of the Terms and Conditions, the Product Conditions, and the Price List

15. The Terms and Conditions and the Rules on Processing Client Data, being a part of them, and the Price List shall be established by the Bank.
16. Special conditions and covenants of the Agreement shall be established with an agreement between the Client and the Bank.
17. The Bank may make unilateral amendments to the Terms and Conditions, the Product Conditions and the Price List.
18. The Bank shall notify the Client of the amendments to the Terms and Conditions, the Product Conditions and the Price List one month in advance via the Bank's homepage and with a notification at a Bank office. Together with the notification, the Bank shall disclose the amendments made to the conditions and the Price List.
19. The Bank notifies the Client of the amendments in the Product Conditions and the Price List of the payment service and deposits with a notice on a durable medium at least two months before the amendments enter into force. In addition, the Bank follows the general notification procedure established in Clause 18. The Bank may inform a Business Client of the amendments to the payment service and deposit product Conditions and Price List also only pursuant to procedure laid out in Clause 18.
20. In justified cases, the Bank may change the Price List, except the Price List of payment services applicable to a Private Client, without prior notification. In this case, the Bank shall immediately notify the Client of the changes in the Price List via the Bank offices and the homepage.
- 20.1. The Bank shall not notify the Client, if amendment of the Price List (including the Price List of payment services) is caused by a reduction in the price of a Bank service or by adding a new service.
21. If the Client finds the amendments to the Terms and Conditions, Product Conditions or the Price List unacceptable, they may cancel the respective agreement. For this, they shall submit a written notice during the introductory period set forth in Clauses 18 to 20, having previously fulfilled all contractual obligations to the Bank.
22. If the Client does not use their right to cancel the Agreement, they have agreed to the amendments and have no claims against the Bank as regards the amendments made to the Terms and Conditions, the Product Conditions or the Price List.

Identification

Client identification

23. A Client and their representative shall present to the Bank the data and documents that are necessary for identification.
24. A natural person is identified on the basis of a personal identity document, complying to the legislation and specified by the Bank.
25. In the transactions or operations specified by the Bank,
 - the parties may use for identification a certificate which enables digital identification and corresponds to the Bank's requirements;
 - the Bank may ask questions from the Client for identification and identify the Client based on the received answers.
26. The Bank shall identify an Estonian legal person and the branch of a foreign company incorporated in Estonia on the basis of a valid abstract of data from a relevant register or on the basis of another document requested by the Bank.
27. The shall Bank identify a foreign legal person on the basis of an abstract from a relevant register of the foreign state, a certificate of incorporation or another document requested by the Bank.
28. After initial identification, the Bank may identify the Client and their representative upon conclusion of an agreement, submitting of an application or request and giving account-related instructions and signing the aforementioned documents via means of payment, used under the Agreement or by another agreed manner.

Representation

29. A natural person carries out transactions in person or through a representative. A legal person carries out transactions through a representative.
30. The Bank may request that the Client, who is a natural person, carries out the transaction in person and a legal person through its legal representative.
31. The document, certifying the right of representation, must be submitted in the form requested by the Bank. The Bank may demand that the authorisation drawn up outside the Bank, must be notarised or certified in an equivalent manner.
32. The Bank may refuse to provide the service on the basis of a document certifying the right of representation, which does not explicitly and clearly reflect the Client's will.
33. The Client shall notify the Bank immediately of the withdrawal and invalidation of the authorisation even, if they publish the respective notice in the official publication Ametlikud Teadaanded.

Requirements to documents

34. The Client shall present to the Bank an original document or its notarised copy, or a copy attested similarly to the latter. The submitted authorisation must be original. A natural person shall present for their identification the original personal identity document.
35. The Bank may demand that the document issued abroad shall be legalised or approved by a substitute certification (apostille), unless otherwise provided by a treaty.
36. If the document is in a foreign language, the Bank may require a translation into Estonian, Russian or English. The document must be translated by a sworn translator or a translator, whose authenticity of signature has been notarised.
37. The Bank assumes that the document, presented by the Client, is true, valid and correct.
38. The Bank may make a copy of the document presented by the Client and the document certifying the authorisation of the representative or keep the original of the document, if possible.
39. Should the Bank have doubts about the authenticity of the document, the Bank may refuse to carry out the transaction, and request presenting of an additional document.
40. The Bank shall not reimburse to the Clients for the costs of formalising, translating or presenting the documents.

Signature

41. The Bank accepts the signature given by the Client or their representative in handwriting; upon agreement with the Client also electronic or oral codes.
42. In a transaction determined by the Bank the parties may sign the documents by using a certificate which corresponds to the Bank's requirements. The Bank may demand that a party to the transaction signs in handwriting at a Bank office or provides notarial certification of the signature.

Establishment of a client relationship

Conclusion of an Agreement

43. When entering into the agreement, the Client presents correct and complete data about themselves and the documents requested by the Bank. The Client shall submit during the performance of the Agreement upon the Bank's request data and documents so that the Bank can verify and update the submitted data.
44. The Bank may forward the Product Conditions applicable to the Agreement signed in handwriting, the Terms and Conditions, consumer information sheets and other documents at the e-mail address specified in the Client's contact data or to the Internet Bank, if Internet Bank contract has been signed. Should the Client so request the Bank will issue the documents on paper.
45. The precondition to the conclusion of a basic payment service agreement is the conclusion of a current account agreement; the Client does not have to sign other, additional agreements.
46. The Bank may refuse to conclude the Agreement above all if the person or a person connected with the same:
 - 46.1. has not submitted the data and documents (such as the data of ultimate beneficial owners) requested by the Bank or a legal person belonging to the same group with the Bank for the identification and for the fulfilment of other diligence requirements, prescribed by law, or if the submitted data is inaccurate or insufficient or if the documents do not correspond to the requirements of the Bank;
 - 46.2. has not presented upon request of the Bank or a legal person belonging to the same group with the Bank the data or documents required on the nature and objectives of the business or professional activity and the origin of the funds used in the economic activity or everyday transactions, or if based on the documents and data specified in Clauses 46.1 and 46.2 the Bank suspects possible connection with illegal activity, money laundering or terrorist financing;
 - 46.3. has within the last five years received a negative answer from the Bank or a legal person belonging to the same group with the Bank, to an application for account opening or contract conclusion or the Bank or a legal person belonging to the same group with the Bank has terminated client relationship with them due to the failure to comply with the diligence measures or due to suspicions that the Client or a person connected with them was using a front person in a transaction or their business activity or operations may be connected with illegal activity, terrorist financing or money laundering;
 - 46.4. delays the performance of an obligation (e.g. has an outstanding loan payment, interest payment, default interest, commission fee, or any other debt) to the Bank or a legal person belonging to the same group with the Bank;
 - 46.5. has caused a loss to the Bank or a legal person belonging to the same group with the Bank;
 - 46.6. is in arrears towards other credit institutions or third persons;
 - 46.7. according to the Bank, has acted as a front man or used front men;
 - 46.8. is a subject to an international sanction or other national restriction (such as a European Union or US sanction) or, according to the Bank is connected with a person, territory, service or transaction, in respect to which a sanction or restriction has been established;
 - 46.9. according to the Bank is operating in a country or in an industry with a high risk of terrorist financing or money laundering (including, but not limited to, providers, intermediaries and traders of alternative payment instruments);
 - 46.10. is a Politically Exposed Person;
 - 46.11. is a resident in a country or territory with low tax rate (so-called off-shore region) or has a legal person in its structure and/or among partners, who is registered in an off-shore region;
 - 46.12. has been convicted of money laundering or terrorist financing;
 - 46.13. according to reliable sources (state bodies, national and international databases, correspondent banks) or mass media are or have been connected with organised crime, incl. money laundering and terrorist financing, terrorism, smuggling of excise goods or narcotics, illegal arms trade, human trafficking, pimping, forgery of money, means of payment, securities, etc.;
 - 46.14. is acting without an activity permit, license or registration in a field, which is required pursuant to the legislation of the Republic of Estonia or another relevant country;
 - 46.15. according to the decision of a competent authority or body has violated the requirements established in the field of activity or according to the bank does not comply with the requirements established in the field of activity to socially responsible behaviour and diligence.
47. The Bank may refuse to conclude the Agreement also, if:
 - 47.1. the account of the person at the Bank has been seized;
 - 47.2. on other legal grounds, particularly, if conclusion of the Agreement is inhibited by circumstances laid down in law, such as limited active legal capacity, contradiction or lack of representation rights.

48. The Bank may refuse to conclude a basic payment service agreement with a person, who according to the Bank has no justified interest in and connection with Estonia or in whose case the circumstances listed in Clause 46 or 47 are present.
- 48.1. A natural person has connection with Estonia in particular when
- they live, learn or work in Estonia, or
 - their spouse, children, parents live in Estonia, or
 - they have real estate in Estonia.
- 48.2. A person engaged in economic or professional activity has connection with Estonia in particular when
- the owners of the legal person are Estonian residents,
 - their business activity is related to Estonia (e.g. a production unit or partners located in Estonia) or
 - they have investments in Estonia (holdings in companies, real estate).
- 48.3. The Bank may demand that the Client certifies its justified interest and connection with Estonia, incl. the lawful right to live in the European Union.
49. The Bank may refuse the conclusion of an agreement on the investment service and ancillary service and the execution of a transaction with an investment product and security with a person of the United States of America (hereinafter: the U.S. Person).
- A natural person may be a U.S. Person inter alia, if their place of residence is in the U.S. or if the person stays in the U.S. for a certain time in connection with studies or work.
- A legal person may be a U.S. Person inter alia, if it is incorporated in the U.S., acts in accordance with the laws of the U.S., has a postal address in the U.S. or business activity in the U.S. The Bank may consider a representative or branch of a foreign legal person to be a U.S. Person for the same reasons. The Bank may consider a person a U.S. Person also on other grounds, arising from the laws of the U.S. (e.g. the beneficial owner of the legal person is a U.S. Person). The Bank may use all public information available for the client when classifying the person as a U.S. Person.

The rights of the Bank in preventing money laundering and terrorist financing

50. To prevent money laundering and terrorist financing, the Bank may
- 50.1. ask upon conclusion of the Agreement or in the performance of the Agreement additional information concerning the Client, their representatives, owners and ultimate beneficial owners and the Client's business activity, including data on the contractual partners, turnover, the share of cash and non-cash transactions, frequency of transactions, etc.;
- 50.2. ask from the Client data and documents serving as grounds to the transaction (purchase-sale contract, contract for services, consignment note, customs document, etc.) or on the transaction party or another person connected with the transaction, for ascertaining the legal origin of the funds or assets used in the transaction.
- If the Client fails to present data and documents evidencing the legal origin of funds or assets used in the transaction, or if based on the presented data or documents the Bank suspects illegal transactions or money laundering or terrorist financing, the Bank may refuse the transaction or return the funds, received already by the Client, to the remitter of the funds;
- 50.3. verify on a regular basis the data, gathered for the fulfilment of diligence requirements, prescribed in law, such as the accuracy of the data, serving as basis for the Client identification and demand from the Client presentation of the respective data and documents;
- 50.4. establish temporary or permanent restrictions to using the services.
51. The Client shall present to the Bank the information stated in Clauses 50.1–50.3. In case the Client fails to present this information, the Bank may block the service rendered to the Client or extraordinarily cancel the agreement concluded with the Client.

Information subject to banking secrecy and processing of client data

52. Information subject to banking secrecy is all personal data and other data about the Client, agreements concluded with and transactions of the same (hereinafter: the Client Data) that have become known to the Bank, unless otherwise provided by law.
53. The principles of processing the Client Data and the Bank's rights and obligations in processing the Client Data, incl. in forwarding the same to third persons, have been described in the document "Rules on processing client data in SEB Estonia companies" (hereinafter the Rules on Processing Client Data), which serve as an integral part to the General Conditions.

54. The Client agrees that the Bank may forward the Client Data to the third persons specified in the Rules on Processing Client Data and the Client shall not consider this a violation of the obligation to maintain the banking secrecy.

The Rules on Processing Client Data are available at Bank offices as and on the Bank's homepage at www.seb.ee.

Accounts

Disposal of the account

55. A Private Client shall dispose of the funds or securities in their account by giving instructions in person or through their authorised representative.
56. A Business Client shall dispose of the funds or securities in their account by giving instructions through their legal representative or authorised person.
57. In order to carry out a transaction, the user of the account shall prove, in the manner acceptable to the Bank, the right to dispose of the account by submitting a personal identity document, a document evidencing the right of representation, an oral or electronic code, etc.
58. The Bank may verify the validity and authenticity of the document, incl. a power of attorney, presented to the Bank. The Bank may refuse a transaction, if it suspects that the person who wishes to dispose of the account is not entitled to it, or if the verification process is not possible (e.g. the Bank cannot contact the notary who certified the power of attorney).
59. The Bank may refuse to fulfil the Client's order, if the Client or their representative is under the influence of alcohol or drugs or if the Bank has grounds to believe that the Client is not able to sufficiently understand the consequences of their transaction.
60. In the cases stated in Clauses 58 and 59, the Bank is not liable for the damages caused by refusing the transaction.
61. The Bank may record the message, application, instruction, forwarded by the Client via means of communication. The Bank shall use the recording for evidence and reproduction, if necessary.

Making a transfer from the Client's account

62. The bank may charge from the Client's account
- the commission fee prescribed for managing the account, filling the instruction and providing other service to the Client;
 - the contractual payment, incl. the amount of interest, default interest, contractual penalty, expenditure, compensation and debt.
63. If there are insufficient funds to cover the commission fee, contractual payment, incl. interest, default interest, contractual penalty, expenditure, compensation or debt in the account related to the banking service or contract, the Bank may debit the said amount from other accounts of the Client at the Bank.
64. The Bank shall withhold the commission fee, contractual payment, incl. interest, default interest, contractual penalty, expenditures, compensation or debt from the Client's account in the currency of their origin. If the respective currency is not available in the account, the Bank may convert the necessary amount from any other currency in the Client's account based on the exchange rate of the Bank effective on the day of withholding.
65. The Bank may debit from the Client's account first the amount that is to be paid to the Bank, even if the Client or a third party has submitted other instructions after this amount has matured but before the actual withholding, unless otherwise provided by law.
66. If the Client has outstanding obligations towards the Bank, arising from several Agreements, the Bank shall determine the obligation, which shall be covered from the amount, charged from the Client's account. The Bank shall disclose the relevant information on the Client's account statement.
67. If the Client has to pay also interest, default interest, contractual penalty or other expenditures besides the contractual monetary obligations, the Bank shall charge these amounts in the following order:
- expenditures;
 - contractual penalty and default interest;
 - matured interest;
 - principal debt.

For consumer credit, the Bank shall charge the amounts from the Client's account in the following order:

- expenditures;
- principal amount;
- interest;
- other contractual obligations.

68. The Bank shall debit the Client's account on the demand of a third party only in the cases and pursuant to procedure established by law.
69. If the currency of the Client's account differs from the credit currency, the Bank may convert the credit into the account currency upon disbursement of the credit, based on the exchange rate of the Bank effective at that moment.

Blocking of an account or a service

70. An account or service shall be blocked and reactivated on Client's initiative based on the Client's instruction, given by a manner set out in Clause 101.
71. If the Client needs to block the account or service due to the danger of fraudulent use of funds or securities in the account, the Bank shall block the account also based on an instruction given by phone. In that case, the Bank will may ask the Client questions based on the information in the Bank's database, in order to identify the Client.
72. Should the Bank have reasonable doubts of the Client's identity, it may abstain from blocking the account or the service, or demand a written confirmation of the blocking instruction of the Client within the time established by the Bank. The Bank may cancel the block if the Client has not confirmed the block in time. In this case, the Bank shall not be liable for the damages caused by refusing or cancelling the block.
73. The Bank may block the Client's account or service above all, if:
 - 73.1. the Client fails to present the documents and data, requested by the Bank, which are necessary for complying with the diligence measures, arising from law or for verifying and updating the documents and data, gathered in the course of applying the diligence measures;
 - 73.2. the Client fails to submit the documents, requested by the Bank for ascertaining the representation rights of the account user;
 - 73.3. a Client, who is a legal person, submits to the Bank contradictory documents and instructions in regard to their representative;
 - 73.4. the Bank learns that a liquidation proceeding has been commenced against a legal person or the legal person or a self-employed person has been deleted from the register;
 - 73.5. the Bank receives information that the Client has passed away;
 - 73.6. the Client has failed to fulfil monetary obligation in time;
 - 73.7. the Client's account has been seized or disposal of the account has been restricted in any other manner pursuant to law;
 - 73.8. despite of the Bank's efforts the latter is still not able to verify the data and documents used for the identification of the Client and fulfilment of other diligence measures during a reasonable period of time;
 - 73.9. the Bank has become aware of circumstances, pursuant to which there is a need to verify the origin of the Client's funds or assets;
 - 73.10. international sanctions are being imposed against the Client;
 - 73.11. according to the Bank the Client's transaction is connected with a person, territory, service or transaction, in respect to which sanctions or restrictions have been established;
 - 73.12. the Bank becomes aware that the Client is a U.S. Person and according to the Bank's opinion, continuing the transactions or service would be on contrary to the legislation of the U.S.;
 - 73.13. the blocking right or obligation arises from the Agreement;
 - 73.14. the Bank has reasonable grounds to believe that there is a security risk or risk of fraud when using the service;
 - 73.15. the Bank carries out planned or extraordinary maintenance or development works.
74. The Bank shall release the account when the underlying circumstances have ceased to exist.
75. The Bank shall inform the Client of misuse of data or fraud or possible risk of its occurrence related to using a payment service (inter alia of blocking the account or service on the said grounds) proceeding from Clauses 96–99. The Bank considers also the security of the communication channel. More detailed information is available at the Bank offices and on the Bank's homepage.

Seizure of account

76. The Bank shall seize the Client's account or restrict disposal of the funds on the account on demand of a third party only in the cases and pursuant to procedure established by law.
77. The Bank shall release the Client's seized account on the basis of a decision of the body that issued the decision, decree or precept or on basis of a respective court decision, entered into force.

Succession of account

78. The Bank may pay from the deceased person's account an amount, determined by the Bank, to the persons connected with the deceased person, for covering the funeral expenses. The connected persons are above all the spouse, child, father, mother, sister and brother of the Client; in a justified case, also a more distant relative or a third person. If the beneficiary of the payment has not used the money for the intended purpose, the heirs may file a claim against the beneficiary.
79. The Bank makes other payments from the deceased person's account on the basis of a succession certificate or on the basis of other document, foreseen by law, incl. foreign law or based on a court decision entered into force.
80. If the deceased Client has several heirs and at least one of them is a minor or a person who is under guardianship, the Bank shall make a payment from the account of the deceased Client only upon court's consent.
81. The Bank shall close the account after all the payments have been made.

Interest

82. The Bank shall pay interest on the funds in the Client's account pursuant to the rate established by the Bank or as agreed in the Agreement concluded with the Client. Effective interest rates are disclosed at the Bank office and on the Bank's homepage.
83. The Bank shall establish the grounds for calculating and the conditions for paying the interest.
84. If income tax is to be paid on the interest pursuant to law, the Bank shall withhold it from the amount of interest to be disbursed. Should the Client so request, the Bank will issue a statement on the income tax withheld on the amount of interest.
85. The Client shall pay the Bank interest for using the money received from the Bank pursuant to the rate and on conditions laid down in the Agreement.
86. The Bank may, in justified cases, change the interest rate payable by or to the Client without advance notice, unless otherwise established by law. In this case, the Bank shall immediately inform the Client of the changes in the interest rate via the branch office of the Bank and on the Bank's homepage and the Client is entitled to cancel the Agreement.

Commission fees and default interest

87. The Client pays for the banking service a commission fee as per Price List.
88. The Bank and the Client may agree on a commission fee that differs from the Price List.
89. In addition to the fees set out in the Price List and agreed upon in the Agreement, the Client shall bear
 - the costs for the necessary operations made by the Bank in the Client's interest (such as postal and telephone cost, notary fee, etc.);
 - the necessary costs related to the Agreement (such as the costs on establishing, managing, selling and releasing the collateral as well as insurance, warehousing, security and maintenance costs, etc.).
90. The Client shall pay for a service not included in the Price List pursuant to the amount of actual expenses incurred by the Bank. In this case the Client may request an invoice, confirming these costs.
91. If the Client has violated their obligation, they shall pay a default interest or contractual penalty pursuant to the rate established in the Price List, Product Conditions or in the Agreement. If the above documents do not establish the rate of default interest, the Client shall pay default interest pursuant to the rate prescribed by law.
92. Unless otherwise agreed, the Bank shall withhold the commission fee and other payable amount in the currency of the transaction. When converting the commission fee into foreign currency, the Bank shall take as basis the exchange rate as at the transaction date, established by the Bank.
93. The Client shall receive information on debiting the Client's account for the commission fee prescribed in the Price List or Agreement from the account statement. Upon staggered commission fees, the Client will on demand receive a statement of staggered commission fees. The Bank shall not issue a separate original accounting document.
94. For a payment service, the Private Client shall pay regular contractual commission fees only until expiry of the Agreement. The Bank shall refund to the Private Client the prepaid commission fee on a pro rata basis, considering the actual expenditures, made for providing the service until termination of the Agreement. The Bank shall not refund commission fee paid for the termination day of the Agreement. The Bank shall also not refund prepayments to a business client.

Exchange of information between the Client and the Bank

General obligation to inform

95. The Bank shall inform the Client through media, the Bank's homepage or the Bank office; upon need, also in a letter or via Internet Bank or other communication channel notified to the Bank.
96. When sending a personal notice, the Bank usually proceeds from the following:
- 96.1 personal notices to Clients, who have concluded an Internet Bank agreement, shall be sent to the Internet Bank;
- 96.2 personal notices to Clients, who have not concluded an Internet Bank agreement, shall be sent to:
- the e-mail address, notified to the Bank;
 - by SMS, to the mobile phone number, notified to the Bank, if the Client has not informed the Bank of their e-mail address;
 - by post, if the Client has not informed the Bank of their mobile number or e-mail address.
- If there are reasonable grounds to believe that the details of the Client notified of the Bank are incorrect (such as a letter sent to the Client has been returned with a remark of the postal office or the owner/ possessor that the Client does not live at the given address), the Bank may send the notices to the contact data entered in the population or commercial register.
97. The Bank may deviate from Clause 96 based on the content of the notice, forwarding the notice to the address or phone number, from which according to the Bank the Client will receive the notice in the best possible way (e.g. sending a notice immediately by SMS).
98. A personal notice sent to the Client by the Bank is deemed to be received and the Bank's obligation to inform fulfilled, if the Bank's notice is sent pursuant to Clause 96 or 97 to the Internet Bank or postal address, e-mail address or phone number, recently notified to the Bank by the Client or to the Client's contact details entered into the population or commercial register, if there are reasonable grounds to believe that the details notified by the Client are incorrect.
99. The Bank may decide not to send the personal notice to the Client, if there are reasonable grounds to believe that the address, e-mail address or phone number of the Client, known to the Bank is incomplete or incorrect.
100. The Client notifies the Bank
- 100.1. of any change in the data provided in the Agreement concluded with the Bank or in the documents submitted to the Bank (such as changes in the name, citizenship, address of residence or seat and postal address, e-mail address, phone number, tax residence, field of activity, ultimate beneficial owner and the data of a representative, cancellation of an authorisation).
- In addition to the above, a legal person shall inform the Bank
- of the transformation, merger or division of the legal person;
 - of declaration of bankruptcy;
 - of the initiation of reorganisation, compulsory dissolution or liquidation proceedings;
 - deletion from the register.
- Upon Bank's request, the Client shall submit a document certifying the respective change;
- 100.2. of circumstances, which may cause the Client to be classified as a U.S. Person or a resident of another country;
- 100.3. of circumstances, which have been prescribed for in the Agreement or which may influence the fulfilment of an obligation arising from the Agreement;
- 100.4. of loss or theft of their identity document.
101. The Client submits all notices immediately either in writing to the Bank office, via Internet Bank or digitally signed corresponding to the Bank's requirements at the Bank's e-mail address.
102. A notice, sent by the Client or the Bank by post is deemed to be received on the fifth calendar day as of posting the same.
- A notice, sent by e-mail, Internet Bank and other communication channels is deemed to be received
- on the same day, if the notice is sent on a working day before 16.00;
 - on the following day, if the notice is sent later.
103. The Client shall submit information specified in Clause 100 to the Bank even if the data concerning the changes and circumstances has been published in the official publication Ametlikud Teadaanded or in a public register.

Liability

104. The Bank and the Client shall fulfil their obligations duly, in good faith and reasonably, following the requirements of diligence and considering the generally accepted principles and practice.
105. The Bank and the Client shall be liable for the wrongful violation of an obligation.
106. The Bank and the Client shall not be held liable for the breach of obligations caused by force majeure. Force majeure means circumstances beyond the control of the obligated party, including
- illegal third-party hindrance of its activity (bomb threat, bank robbery, cyber-attack, etc.);
 - other event beyond the control of the obligated party (strike, moratorium, blackout, communication failure, general failure of computer networks, activities of state authorities, etc.).
107. The Bank shall not be liable for the service of a third party, mediated by the Bank.
108. The Bank shall not be liable for the damage, which the Client may incur
- as a result of change in the exchange rate;
 - as a result of price depreciation of securities or other risk related to investment activity;
 - for the deterioration in value of an item deposited with the Bank.
109. If the Client fails to fulfil the obligation to inform, specified in Clause 100, the Bank shall presume that the information at its disposal is correct, and shall not be liable for the damage caused to the Client or a third party by that, except if the loss is caused through intent or gross negligence of the Bank.
110. Upon Bank's request, the Client shall compensate to the Bank for the damage caused due to submitting false information or due to not notifying of the changes in the data.
111. The Bank shall not be liable for the loss, caused to the Client due to
- refusal from a transaction on the basis of Clause 39, 46–48 and 50.2;
 - blocking of account or service due to reasons laid down in Clause 73;
 - extraordinary cancellation of the Agreement for reasons, listed in Clauses 117 and 118.

Settlement of disputes

112. Any disputes between the Bank and the Client shall be resolved above all by negotiations.
113. First, an attempt shall be made to resolve the emerged dispute on site. If this fails, the interested party may file a complaint or claim (hereinafter: the Claim) either in writing or via Internet Bank.
- 113.1. The Bank shall respond to the filed Claim in writing or in another form, as requested by the Client, the latest within one month as of the day of receiving the Claim. As a rule, the Bank responds to a Claim related to fulfilment of payments within 15 working days.
- If before preparing an answer it is necessary to ascertain and verify the circumstances more thoroughly, the Bank may prolong the term of answering.
114. If the Bank and the Client fail to reach an agreement, the Client may turn to the Consumer Protection Board (Kiriku 4, Tallinn 15071, www.tarbijakaitseamet.ee) or the Financial Supervision Authority (Sakala 4, Tallinn, 15030, www.fi.ee).
- The Client may contact also the Consumer Dispute Committee operating at the Consumer Protection Board to settle the dispute, submitting the complaint digitally via Online Dispute Resolution website at <http://ec.europa.eu/odr>. You may examine the rules of procedure of the committee at www.tarbijakaitseamet.ee.
115. The Bank's activity is examined by the Financial Supervision Authority. More detailed information about the Financial Supervision Authority is available on the webpage www.fi.ee.

Ordinary and extraordinary cancellation of the agreement

116. The Bank may ordinarily cancel the Agreement without a term, informing the Client two months in advance hereof.
117. The Bank has the right to extraordinarily cancel the Agreement without giving advance notice, if the Client materially violates a contractual obligation.
- Material violation of a contractual obligation is above all, if the Client or a person connected with the same violates an obligation, the due performance of which is a precondition to the Bank's continuing performance of the Agreement. Such obligation is:
- 117.1. submitting to the Bank true and complete data and the Bank's requested documents for personal identification and fulfilment of other diligence obligations arising from law, also enabling the Bank verification and updating of the information on regular basis;

- 117.2. informing the Bank of changes in the data, stated in the Agreement concluded with the Bank or contained in the document submitted to the Bank;
 - 117.3. submitting data on the economic condition, corresponding to reality, if such information is important for the Bank for making a credit decision or for another operation, which involves a risk for the Bank;
 - 117.4. informing the Bank of deterioration of its economic condition or of any other circumstances, which might have an effect on the performance of the obligation of the Client towards the Bank;
 - 117.5. presenting on the demand of the Bank data and documents, which would certify the purpose and nature of the Client's business activity or transaction or the legal origin of funds or other assets used in the transaction.
118. The Bank may extraordinarily cancel the Agreement without giving advance notice with good reason, whereupon it is not possible to presume continuation of the Agreement, considering the interests of both parties, above all, if:
- 118.1. the data and documents presented by the Client or a person connected with the same do not eliminate the Bank's suspicions about possible connection of the business activity of the Client or a person connected with the same with illegal transactions, terrorist financing or money laundering;
 - 118.2. the Client or a person connected with them uses a front man in executing the transaction or if for some other reason the Client or the person connected with the same is suspected of money laundering or terrorist financing or predicate offence of money laundering;
 - 118.3. the Client intentionally or due to gross negligence violates an obligation or is in a long-term delay in performing an obligation under an agreement concluded with the Bank or a legal person belonging to the same group with the Bank;
 - 118.4. the activity or inactivity of the Client or a person connected with the same has caused a loss or a danger of loss to the Bank or a legal person belonging to the same group with the Bank;
 - 118.5. the Client refuses to forward to the Bank the data related to tax residence of themselves or the ultimate beneficial owner (such as tax identification number or other information related to tax residence), the obligation of which is foreseen by the Tax Information Exchange Act;
 - 118.6. continuing the performance of the Agreement is not possible due to an obstacle arising from law (such as limited active legal capacity, lack of passive legal capacity, contradiction of representation rights);
 - 118.7. the Client or a person connected with the same conducts business without possessing an authorisation, activity license or registration stipulated in the legislation of the Republic of Estonia;
 - 118.8. according to the Bank the Client or a person connected with the same is operating in an industry or in a country with a high risk of terrorist financing or money laundering;
 - 118.9. the Client or a person connected with them is a Politically Exposed Person;
 - 118.10. the Client is a U.S. Person or becomes a U.S. Person during an investment or ancillary service or investment product contract;
 - 118.11. the Client or a person connected with the same is a subject to an international sanction or other national restrictions (such as a European Union or US sanction) or, according to the Bank the Client or a person connected with them is connected with a person, territory, service or transaction, in respect to which a sanction or restriction has been established;
 - 118.12. the Client or a person connected with the same has been convicted of money laundering or terrorist financing;
 - 118.13. according to reliable sources (state bodies, national and international databases, correspondent banks) or mass media the Client or a person connected with the same is or have been connected with organised crime, incl. money laundering or terrorist financing, terrorism, smuggling of excise goods or narcotics, illegal arms trade, human trafficking, pimping, forgery of money, means of payment, securities, etc.;
 - 118.14. according to the decision of a competent authority or body the Client or a person connected with them has violated the requirements established in the field of activity or according to the Bank does not comply with the requirements established in the field of activity to socially responsible behaviour and diligence;
 - 118.15. the state refuses to issue a digital identity card of an e-resident to the Client or suspends or cancels its validity;
 - 118.16. the Client's current account agreements have terminated.