

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:

- a natural or legal person, whose authorised representative the person is;
- legal person, in whose supervisory board, management 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:

- a natural person, who are members of the supervisory or management board or any other governing body of the legal person or authorised representatives 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 and has been identified by the Bank, or a person, who is or has used the service, provided by the Bank.

- A private client is a natural person, performing transactions, which are not related to an independent economic or professional activity.
- A business client is a self-employed or legal person.

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. payment account;
- cash deposit to and cash withdrawal from current account;
- payments, incl. a payment initiated from and a payment received to a current account, standing orders 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, if necessary.

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 webpage of the Bank at www.seb.ee.
7. The Bank and the Client communicate mutually in the Estonian language, upon agreement also in Russian or English. The Terms and Conditions, Price List of 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 office, where the Agreement was concluded
 - 11.1. with a 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 contract
 - the Client relocates to a foreign country;
 - transferred 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 office, where the Agreement was concluded.
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 limitations and 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, the Product Conditions, 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 discloses the amendments made to the conditions and Price List.
19. The Bank notifies the private 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.
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 the banking 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 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 with 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 identifies 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 Bank identifies 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 shall 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 do not explicitly and clearly reflect the Client's will.
33. The Client shall notify the Bank immediately of 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. The Bank shall not refund to the Client the costs incurred for that.
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.
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. The Client shall bear the costs of presenting the document.

Signature

40. The Bank accepts the signature given by the Client or their representative in handwriting; upon agreement with the Client also electronic or oral codes.
41. In a transaction determined by the Bank the parties may digitally sign documents, 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

42. 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.
43. The Bank may forward the Product Conditions, the Terms and Conditions, consumer information sheets and other documents applicable to the Agreement, signed in handwriting, 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.
44. The precondition to the conclusion of a basic payment service agreement is the conclusion of an current account agreement; the Client does not have to sign other, additional agreements.

45. The Bank may refuse to conclude the Agreement above all if the person or a person connected with the same:
- 45.1. has not submitted the data and documents requested by the Bank or by a legal person belonging to the same group with the Bank for the identification and to fulfil other diligence requirements, prescribed by law, or if the submitted data is inaccurate or insufficient or do not correspond to the requirements of the Bank;
 - 45.2. 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 activity or profession 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 45.1 and 45.2 the Bank suspects possible connection with money laundering or terrorist financing;
 - 45.3. has within five years before submitting an application to conclude an Agreement 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;
 - 45.4. delays the performance of an obligation (e.g. has an outstanding loan payment, interest payment, penalty interest, commission fee, or any other debt) to the Bank or a legal person belonging to the same group with the Bank;
 - 45.5. has caused a loss to the Bank or a legal person belonging to the same group with the Bank;
 - 45.6. is a subject to international sanctions;
 - 45.7. according to the Bank is operating in an industry or in a country with a high risk of terrorist financing or money laundering;
 - 45.8. is a Politically Exposed Person;
 - 45.9. has been convicted of money laundering or terrorist financing;
 - 45.10. is acting without an activity permit, license or registration (hereinafter jointly referred to as the Activity License) in a field, which pursuant to the legislation of the Republic of Estonia or another country requires the Activity License;
 - 45.11. according to the decision of supervision authority or other competent authority has violated the requirements established in the field of activity.
46. The Bank may refuse to conclude the Agreement also, if:
- 46.1. the accounts of the Client at the Bank have been seized;
 - 46.2. 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.
47. 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 45 or 46 are present.
- 47.1. 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.
 - 47.2. 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 located in Estonia or clients or partners located in Estonia) or
 - they have investments in Estonia (holding in companies, real estate).
 - 47.3. 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.
48. The Bank may refuse the conclusion of Agreements on investment services and ancillary services and the execution of transactions with investment products and securities with a person of the United States of America (hereinafter: the U.S.).
- 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 resident of the U.S. inter alia, if it is incorporated in 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 a U.S. resident 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 known about the Client by the Bank and publicly available information when classifying the person as a U.S. person.

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

49. To prevent money laundering and terrorist financing, the Bank may
 - 49.1. 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.;
 - 49.2. 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 an illegal transaction, terrorist financing or money laundering, the Bank may refuse to carry out the transaction or return the funds, received for the Client, to the remitter of the funds;
 - 49.3. verify on a regular basis the data, gathered for the fulfilment of diligence requirements, prescribed in law, including 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. The Client shall present to the Bank the information specified in Clause 49.1 to 49.3. If the Client fails to present the 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 personal data

Information subject to banking secrecy

51. The Bank shall maintain indefinitely the confidentiality of all personal data and other information that according to the law is subject to banking secrecy about the client, the agreements concluded with the same and the executed transactions (hereinafter: the Client Data), unless otherwise prescribed by law.

Composition of Client Data and purposes of processing

52. The Bank processes the client data primarily for the below purposes:
 - 52.1. personal data (name, personal ID code, date of birth, citizenship, data of the identity document, etc.) for the identification of the person;
 - 52.2. contact data (phone number, address, e-mail address, etc.) for communication of information and financial service offers to the Client;
 - 52.3. data on the Client's residency for tax purposes (country of residence, tax identification number, etc.), for the purposes of exchanging and automatic forwarding of tax-related information in accordance with the requirements established in law;
 - 52.4. data on the Client's proficiency (Client's investment knowledge and experience), for assessing the proficiency of the Client, as well as data on the Client's financial capability, assets and liabilities, investment goals and risk tolerance, for assessing the relevance and appropriateness of the investment service and securities, offered to the Client;
 - 52.5. the Client's financial data (income, assets, liabilities, family members, previous payment behaviour, including debts, transactions on the client's account, other transactions, etc.) for identification of the client's solvency, investigation of their consumption habits and for the provision of suitable financial services;
 - 52.6. data on the activity and origin of funds of the Client (data on the employer, transaction parties and business activity, etc.) for the prevention of terrorist financing and money laundering and for ascertaining the lawfulness and correspondence of the Client's activity to the Bank's requirements.

53. The main purpose of processing each data category has been given in Clauses 52.1 to 52.6. The Bank processes the Client Data listed in Clauses 52.1 to 52.6 also for
 - 53.1. assessing after reviewing the Client's application whether provision of the service and conclusion of the agreement are possible;
 - 53.2. administer and perform the concluded Agreement. For this, the Bank may verify the transactions and operations carried out on the basis of the Agreement, update the data gathered from the Client, prepare lists of the Client Data, analysed on different grounds (e.g. the list of debtors, etc.), collect the debt, etc.;
 - 53.3. assess the quality of services, provided to the Client, including listen to voice recordings and conduct client surveys;
 - 53.4. analyse and forecast Client's consumption habits, to offer more suitable service and make special offers to them;
 - 53.5. organise statistical researches and analyses on the market shares and other financial indicators of client groups, product and service;
 - 53.6. offer services and products of the Bank and a legal person belonging to the same group with the Bank, organise marketing campaigns, including lotteries and draws and offer also the services of another partner;
 - 53.7. manage and mitigate risks and prepare reports;
 - 53.8. fulfil the Bank's prudential norms;
 - 53.9. fulfil the obligations established with law (including implement measures for the prevention of terrorist financing and money laundering, respond to inquiries of state authorities and submit tax returns);
 - 53.10. protect its rights, if these have been violated or disputed (including, forward the data to a legal advisor and file complaints with state authorities or the court).
54. For the purposes listed in Clauses 52 and 53, the Bank processes the data which is publicly available on the Client and received from third parties, if these have been presented to the Bank considering the requirements of law.
55. After termination of the Agreement the Bank will continue processing of the Client Data for meeting an obligation stipulated in the legislation or for preserving the data for the purpose of settling a dispute arising from an agreement concluded with the Client.

Processing of Client Data pursuant to law

56. The Bank processes the Client Data, specified in Clause 52 for the purpose of fulfilling the tasks and exercising the rights stipulated in the Credit Institutions Act, Money Laundering and Terrorist Financing Prevention Act, Securities Market Act, Personal Data Protection Act, Accounting Act and other legislation regulating the activity of the Bank.
57. The Bank forwards without the consent of the Client the Client Data to persons, to whom the Bank may or is required to disclose the information by law, above all
 - 57.1. to a court, pre-trial investigation authority, prosecutor's office, tax administrator, bailiff and other persons specified in the Credit Institutions Act to perform duties established to these by law;
 - 57.2. Tax and Customs Board (Client's name, address, account number, account balance, tax residence, tax identification number, etc.) to exchange and automatically forward tax-related information;
 - 57.3. to a legal person belonging to the same group with the Bank and to other credit institutions, forwarding the data on the Client's creditworthiness and payment history, for calculating the credit risk capital requirement and implementing the principles for responsible lending;
 - 57.4. to AS Krediidiinfo or to any other payment default registry, if the Client has an outstanding monetary obligation at the Bank. The Clients can familiarise themselves with the Client Data processed in the payment default registry of AS Krediidiinfo and the terms and conditions of processing, the grounds and extent of forwarding the data, on the website at www.krediidiinfo.ee;
 - 57.5. to legal persons belonging to the same group with the Bank with a purpose to prevent terrorist financing and money laundering and to ascertain the origin of funds used in the Transaction;
 - 57.6. to its parent company for preparing consolidated statement.

Processing of Client Data to perform or secure the performance of the Agreement

58. **The Client agrees that the Bank may process the Client Data to perform or secure the performance of the Agreement, including forward the Client Data to the following third persons and the Client shall not consider this kind of forwarding a violation of the obligation to maintain the banking secrecy:**
 - 58.1. to a person and organisation (such as a payment intermediary, issuer of e-invoices, international card organisation, administrator of ATMs, insurance provider, notary, provider of surety and guarantee, pledgee, operator of trading venue and settlement system, translation, printing, communication, and postal service provider, etc.) involved in the performance of the Agreement;

- 58.2. to payment service provider, including to SWIFT (Society for Worldwide Interbank Financial Telecommunication, www.swift.com), involved in the fulfilment of a bank transaction (payments, securities transactions, processing of a cheque, etc.), whereas
 - 58.2.1. a payment service provider, involved in the fulfilment of bank transactions may be located also in a country with inadequate data protection level (i.e. a country, which has not joined the EEA Agreement and which the European Commission has not included in the list of countries with adequate level of data protection); accordingly, the Bank can not ensure that the Client Data is processed pursuant to the same requirements as in an EU member state or in another country with adequate level of data protection;
 - 58.2.2. a payment service provider related to the bank transaction or SWIFT may be obliged to disclose the data of the bank transaction and the related Client Data to the authorised state authority of the respective country of location, in cases as prescribed in the legislation of the country of location, above all for the purposes of enabling administration of taxes and preventing terrorist financing and money laundering;
- 58.3. registrar of state database (such as the commercial register, population register) if it is necessary to verify the accuracy of credit data and documents presented to the Bank and ensure their timeliness;
- 58.4. to the person providing services to the Bank (such as IT service provider, customer survey provider, legal adviser, etc.);
- 58.5. to a legal person belonging to the same group with the Bank in order to
 - 58.5.1. assess the proficiency of the client by using the collected personal data and financial information;
 - 58.5.2. fulfil the requirements necessary for managing and mitigating risks;
 - 58.5.3. organise statistical researches and analyses on the market shares and other financial indicators of client groups, product and service;
 - 58.5.4. fulfil the prudential norms, including capital and liquidity requirements applicable to the bank;
 - 58.5.5. mediate information to the Client on which are their valid Agreements concluded with the Bank and with the persons belonging to the same group with the Bank;
 - 58.5.6. develop and implement group-wide bank's information systems;
- 58.6. to Estonian or foreign credit and financing institutions in response to their inquiries, the purpose of which is to collect information on the Client, in order to assess the Client's reliability and prevent terrorist financing and money laundering;
- 58.7. to a legal person, whose management board or supervisory board member or an authorised representative is the Client (who is a natural person) or to a legal person, in which the Client (who is a natural person) has at least a 25% holding. The Bank may forward to such legal persons only this information about a Client (who is a natural person), which enables to justify to the aforementioned legal person why the Bank refuses to enter into a contract with them (Clause 45) or cancels the Agreement (Clauses 127, 128);
- 58.8. to the supervisory board member of a legal person or a shareholder with at least a 25% holding and to a legal person, in which the Client (who is a legal person) itself has at least a 25% holding. The Bank may forward to such persons only this information about a Client (who is a legal person), which enables to justify to the aforementioned person why the Bank refuses to enter into a contract with them (Clause 45) or cancels the Agreement (Clauses 127, 128).

Other cases of processing Client Data

- 59. The Bank processes the Client Data upon the Client's consent in order to
 - 59.1. conduct marketing campaigns, lotteries and draws and offer and advertise to the Client all services of the Bank and the legal persons belonging to the same group with the Bank; including the Bank may for that purpose make inquiries from registers and data registries and forward the Client Data to the persons belonging to the same group with the Bank;
 - 59.2. offer and advertise the products or services of another contractual partner.
 - 59.3. The Client may withdraw the consent given in Clause 59, as well as to refuse the advertisements and offers at any time by informing the Bank hereof.

Client's rights upon data processing

- 60. The Client may request information concerning them and demand rectification of their data, if these have changed or are inaccurate for any other reason.
- 61. The Client may demand from the Bank termination of processing their data, except, if the right and obligation to process the data is foreseen by law or if this is necessary to perform or secure the performance of the Agreement concluded with the Client.

62. The names, addresses and other contact data of persons, authorised to process the personal data at the disposal of the Bank (authorised processors), are disclosed on the Bank's homepage.

Accounts

Disposal of the account

63. A private client shall dispose of the funds or securities in their account by giving instructions in person or through their legal or authorised representative.
64. A business client shall dispose of the funds or securities in their account by giving instructions through their legal representative or authorised person.
65. In order to carry out a transaction, the account user shall prove in a manner acceptable to the Bank, the right to dispose of the account, by submitting a personal identity document, a document certifying the right of representation, an oral or electronic code, etc.
66. The Bank may verify the validity and authenticity of the presented document, incl. an authorisation. The Bank may refuse to carry out a Transaction, if it suspects that the person wishing to dispose of the account is not entitled to it or if verification is not possible (e.g. the Bank is not able to contact the notary who attested the authorisation).
67. The Bank has the right to 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.
68. The Bank shall not be liable for damages in the cases specified in Clauses 66 and 67 due to refusing to carry out a transaction.
69. 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

70. The Bank may debit from the Client's account the commission fee prescribed for managing the account, filling the instruction and providing other service to the Client, as well as the penalty interest, contractual penalty, payment, expenditure, compensation and debt payable under the Agreement.
71. If there are insufficient funds to cover the commission fee, penalty interest, contractual penalty, payment, expenditure, compensation or debt in the account related to the banking service, the Bank may debit the said amount from other accounts of the Client at the Bank.
72. The Bank shall withhold the arrears from the Client's account in the currency of their origin. If the respective currency is not available, 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.
73. 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.
74. 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.
75. If the Client has to pay also interest, penalty interest, contractual penalty or other expenditures besides the contractual monetary obligation, the Bank shall charge these amounts in the following order:
- expenditures;
 - contractual penalty and penalty interest;
 - matured interest;
 - principal debt.
- For consumer credit, the Bank charges the amounts from the Client's account in the following order:
- expenditures;
 - principal amount;
 - interest;
 - other contractual obligations.
76. Unless otherwise stipulated by law or provided in the Agreement between the Bank and the Client, the Bank may offset all reciprocal claims which have matured and have not been contested in court.
77. The Bank shall inform the Client of such offsetting pursuant to law or the Agreement concluded with the Client.

78. 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.

Blocking of an account or a service

79. An account or service shall be blocked and reactivated on the Client's instruction, given by a manner set out in Clause 108.
80. 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 on the basis of the Client's verbal instruction given via phone. In that case, the Bank may ask the Client questions based on the information in the Bank's database, in order to identify the Client.
- 80.1 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 damage caused by refusing or cancelling the block.
81. The Bank may block the Client's account or service, if:
- 81.1. the Client fails to present the documents and data, which are necessary for fulfilling the diligence measures, arising from law or for verifying and updating the documents and data, collected in the course of applying the diligence measures;
 - 81.2. the Client fails to submit the documents, requested by the Bank for ascertaining the representation rights of the account user;
 - 81.3. a Client, who is a legal person, submits to the Bank contradictory documents and instructions in regard to their representative;
 - 81.4. the Bank receives information that a liquidation proceeding has been commenced against the legal person or the legal person or a self-employed person has been deleted from the registry;
 - 81.5. the Bank receives information that the Client has passed away;
 - 81.6. the Client has failed to fulfil monetary obligation in time;
 - 81.7. the Client's account has been seized or disposal of the account has been restricted in any other manner pursuant to law;
 - 81.8. despite of the Bank's respective 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;
 - 81.9. the Bank has become aware of circumstances, pursuant to which there is a need to verify the legal origin of the Client's funds or assets;
 - 81.10. international sanctions are being imposed against the Client;
 - 81.11. the Bank becomes aware that the Client is a U.S. Person and according to the Bank, continuing the transactions or service would be on contrary to the legislation of the U.S.;
 - 81.12. the blocking right or obligation arises from the Agreement.
82. The Bank shall release the account when the underlying circumstances have ceased to exist.

Seizure of account

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

Succession of account

85. 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 person is 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 present a claim against the beneficiary.
86. 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 pursuant to a court decision entered into force.
87. If the deceased Client has several heirs and at least one of them is a minor or a person under guardianship, the Bank shall make a payment from the account of the deceased Client only upon court's consent.
88. The Bank shall close the account after all the payments have been made.

Interest

89. 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.
90. The Bank shall establish the grounds for calculating and the conditions for paying the interest.
91. 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 interest.
92. The Client shall pay the Bank interest for using the money received from the Bank pursuant to the interest rate and on conditions laid down in the Agreement.
93. The Bank may, in justified cases, unilaterally 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 webpage and the Client is entitled to cancel the Agreement.

Commission fees and penalty interest

94. The Client pays for the banking service a commission fee as per Price List.
95. The Bank and the Client may agree on a commission fee that differs from the Price List.
96. 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.).
97. 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.
98. If the Client has violated its obligation, they shall pay a penalty 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 penalty interest, the Client shall pay penalty interest pursuant to the rate prescribed by law.
99. Unless otherwise agreed, the Bank shall withhold the commission fee and other payable sum 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.
100. 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.
101. 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 bank and the client

General obligation to inform

102. The Bank shall inform the Client through mass 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.
103. When sending a personal notice, the Bank usually proceeds from the following:
 - 103.1 personal notices to a Client, who has concluded an Internet Bank agreement, shall be sent to the Internet Bank;
 - 103.2 personal notices to a Client, who has not concluded an Internet Bank agreement, shall be sent to:
 - the e-mail address, notified to the Bank;
 - by SMS, to the mobile phone, 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.
104. The Bank may deviate from Clause 103 based on the content of the notice, forwarding the notice to the address or phone number, from which according to the Bank the Client receives the notice in the best possible way (e.g. sending a notice immediately by SMS).

105. The Bank may decide not to send the personal notice to the Client, if there are reasonable grounds to believe that the address or phone number of the Client, known to the Bank is incomplete or 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).
106. 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 103 or 104 to the Internet Bank or postal address, e-mail address or phone number, recently notified to the Bank by the Client.
- Notice, sent by post is deemed to be received by the Client on the fifth calendar day as of posting the same.
- Notice, sent by e-mail, Internet Bank and other communication channels is deemed to be received by the Client
- on the same day, if the Bank has sent the notice on a working day before 16.00;
 - on the following day, if the Bank has sent the notice later.
107. The Client notifies the Bank
- 107.1. 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 Client's name, citizenship, address of residence or seat and postal address, e-mail address, phone numbers, tax residence, field of activity, ultimate beneficial owner and the data of a representative, cancellation of an authorisation).
- In addition to the aforesaid, a legal person shall inform the Bank
- of the transformation, merger or division of the legal person
 - as well as of declaration of bankruptcy;
 - the initiation of reorganisation, compulsory dissolution or liquidation proceedings;
 - deletion from the registry.
- Upon Bank's request the Client shall submit a document certifying the respective change;
- 107.2. of circumstances, which may cause the Client to be classified as a U.S. Person or a resident of another country;
- 107.3. of circumstances, which may influence the fulfilment of an obligation arising from the Agreement;
- 107.4. of loss or theft of their identity document.
108. The Client submits the notice specified in Clause 107 either in writing at a bank office, via Internet Bank or digitally signed at the Bank's e-mail address. The Client presents the notice to the Bank within reasonable time.
109. The Bank may supplement its database with information obtained from a public register and a state or local government database, if forwarding this information or enabling access to the same is in conformity with law. Regardless of the above, the Client shall submit information specified in Clause 107 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.

Account information

110. The Client receives information on their account balance, transactions and other account-related issues in the following way:
- from a customer service provider upon request;
 - with regular account statement forwarded in accordance with an agreement with the Bank;
 - through product agreements.
111. The Client shall verify the accuracy of the information contained in the notification, account statement and other document immediately and shall inform the Bank of any possible mistake.
112. The Client shall notify the Bank of not having received an account statement or other regularly forwarded bank notices the latest within ten days as of the day when they should have received the notice from the Bank.

Liability

113. 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.
114. The Bank and the Client shall be liable for the wrongful non-performance of an obligation.
115. The Bank and the Client shall not be held liable for the breach of obligations caused by force majeure. Force majeure includes circumstances beyond the control of the obligated party, including
- illegal third-party hindrance of its activity (bomb threat, bank robbery, etc.);
 - as well as other event, beyond the control of the obligated party (strike, moratorium, blackout, communication failure, general failure of computer networks, activities of state authorities, etc).

116. The Bank shall not be liable for the service of a third party, mediated by the Bank.
117. 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.
118. If the Client fails to fulfil the obligation to inform, specified in Clause 107, 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 caused by that, except if the loss is caused through intent or gross negligence of the Bank.
119. 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 it.
120. 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, 45, 46 and 49.2;
 - blocking of account or service due to reasons, laid down in Clause 81;
 - extraordinary cancellation of the Agreement for reasons, listed in Clauses 127 and 128.

Settlement of disputes

121. Any disputes between the Bank and the Client shall be resolved above all by negotiations.
122. 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) wither in writing or via Internet Bank.
 - 122.1 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. If before preparing an answer it is necessary to ascertain and verify the circumstances more thoroughly, the Bank may prolong the term of answering.
123. 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.
124. The Bank's activity is examined by the Financial Supervision Authority. More detailed information about the Financial Supervision Authority is available on the website www.fi.ee.

Ordinary and extraordinary cancellation of the agreement

125. The Bank may ordinarily cancel the Agreement, informing the Client two months in advance hereof.
126. The Bank has the right to extraordinarily cancel the Agreement without giving advance notice, if the Client materially violates a contractual obligation.
127. Material violation of a contractual obligation is above all, if
 - 127.1 the Client or a legal person connected with him violates an obligation, the due performance of which is a precondition to the Bank's continuing performance of the Agreement. Such obligation is:
 - 127.1.1 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;
 - 127.1.2 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;
 - 127.1.3 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;
 - 127.1.4 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;
 - 127.2 the Client or a person connected with them fails to present on the demand of the Bank or a legal person belonging to the same group with the Bank data and documents certifying the purpose and nature of their business activity or transaction or the legal origin of the funds or other assets used in the transaction, or if the presented data and documents do not eliminate the Bank's suspicions about possible connection of the Client's business activity with illegal transactions, terrorist financing or money laundering;

- 127.3 the Client or a person connected with them uses front persons in executing a transaction or if for some other reason the Client or the person connected with them is suspected of money laundering or terrorist financing;
- 127.4 the Client intentionally or due to gross negligence violates an obligation under an agreement concluded with the Bank or a legal person belonging to the same group with the Bank;
- 127.5 the Client violates an obligation under an Agreement concluded with the Bank or a legal person belonging to the same group with the Bank, giving reasonable grounds to assume that the Client will fail in performing their contractual obligations also in the future (such as long-term delay in performing an obligation).
- 128. 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:
 - 128.1. the activity or inactivity of the Client or a legal 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);
 - 128.2. 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;
 - 128.3. Continuing performance of the Agreement is not possible due to an obstacle arising from law (such as limited active legal capacity, contradiction of representation rights);
 - 128.4. the Client or a person connected with the same conducts business without possessing an activity license stipulated in the legislation of the Republic of Estonia;
 - 128.5. 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;
 - 128.6. the Client or a person connected with the same is a Politically Exposed Person;
 - 128.7. the Client is a U.S. Person or becomes a U.S. Person during the validity term of an investment or ancillary service or investment product contract;
 - 128.8. international sanctions are being imposed on the Client or a person connected with the same;
 - 128.9. the Client or a person connected with the same has been convicted of money laundering or terrorist financing;
 - 128.10. the state refuses to issue a digital identity card of an e-resident to the Client or suspends or cancels its validity;
 - 128.11. the Client's current account agreements have terminated.