

# Baltic Gateway service agreement terms and conditions

Valid as of 01.01.2019

## Contents

Definitions	1
General provisions	2
Technical requirements	2
Provision of services	2
Security	3
Access limitation	3
Applicable fees	4
Disputes and liability	4
Agreement and final provisions	4

## Definitions

**Agreement** – consists of the Baltic Gateway service agreement and all of its annexes, applications, Terms and Conditions, Specification and all the amendments hereof.

**Baltic Gateway** – SEB bank's electronic channel for the exchange of Tasks between the Client and SEB bank, for example, receiving SEB bank account statements into the Client's Enterprise resource planning (ERP) system, submit payment transfer orders, use e-invoice forwarding service and other functionalities offered hereof by SEB bank.

**Certificate for authentication** – an electronic document used for the authentication of the Client each time when Baltic Gateway connection is established. Details of the Certificate for authentication are indicated in Baltic Gateway Service agreement.

**Certification Authority (CA)** – a trust service provider of the certification service, providing Certificate for authentication, Electronic signature and/or E-seal. The list of certification service providers accepted by SEB bank is available in Specification.

**Client** – a legal entity that has entered into Agreement with SEB bank.

**Cooperation Partner** – an operator, a legal entity, appointed by Client in the Agreement, mediating or ensuring connection (Certificate for authentication) and/or Tasks within Baltic Gateway on behalf of the Client. Depending on the approach determined in the Agreement this can be distinguished as Enterprise resource planning (ERP) operator or technical solution agent combining the connection for a group of associated undertakings.

**Electronic signature** – data in unique electronic form used for authorizing Tasks in Baltic Gateway and which is attached to an electronic document to ensure its authenticity and to confirm the identity of a signatory.

**E-seal** – an electronic seal used as an authorization mean, provided by a Certification Authority (CA), which the Client uses for authorizing Tasks sent in Baltic Gateway.

**Internet Bank for Business** – the electronic system on the website [www.seb.ee](http://www.seb.ee) owned by SEB to offer banking services.

**Task** – an order, a request, a response, a transaction or a notification forwarded in Baltic Gateway in the format established by SEB bank. Tasks may be communicated on behalf of the Client to SEB bank and reversely.

**SEB bank** – AS SEB Pank, registration No. 10004252.

**Specification** – technical documentation of Baltic Gateway, that SEB bank may unilaterally update time to time, providing requirements for data exchange between the Client and SEB bank, including, but not limited to, the principles for establishing the connection, the data exchange options, requirements regarding the data exchange file format and the protocols to be used for data transmission.

**Terms and Conditions** – these terms and conditions of the Agreement laying down the procedure for use of services available in Baltic Gateway.

**User** – a natural person authorized by the Client who has access to Client's information and right to confirm Tasks with Electronic signature in Baltic Gateway.

## General provisions

1. Baltic Gateway enables the Client to give orders or send requests to SEB bank in the format established by SEB bank in accordance with this Agreement, including Specification.
2. SEB bank may change the list of Tasks (including requests and responses) to be sent in Baltic Gateway at any time, change their format or end their offering.
3. In matters not regulated within the Agreement (liability, settlement of disputes), SEB bank and the Client shall in addition to the general terms and conditions of SEB bank, data processing principles (privacy policy), general price list, terms and conditions on settlement, apply other applicable relevant terms and conditions governing other banking services between the Client and SEB bank (including, but not limited to, current account agreement terms and conditions, terms and conditions of Internet Bank for Business agreement as well as terms and conditions of e-invoice forwarding service agreement).
4. The Client has to sign the Internet Bank for Business agreement with SEB bank if wishes to use Electronic signature, set Users' limits and other options offered in Internet bank.

## Technical requirements

5. To use Baltic Gateway, Client's means of communication and connections must correspond to the requirements established in Specification. In connection with aforesaid the Client shall:
  - 5.1. provide the technological solution that would enable creating safe and trustful data transmission connections with SEB bank, according to the Baltic Gateway data exchange principles and requirements laid down in Specification;
  - 5.2. provide data transmission connections that support sending of orders to SEB bank and receiving responses from SEB bank in accordance with Specification;
  - 5.3. obtain Certificate for authentication from a Certification Authority (CA) to enable connection with Baltic Gateway in accordance with requirements provided in Specification;
  - 5.4. ensure the security of the communication means and systems used for the Baltic Gateway connection, as well as the protection and privacy of the information existing in the communication means and systems.
6. Depending on the setup the Certificate for authentication can be obtained and used by Client itself or through a Cooperation Partner.
7. Regardless of the technical settings of the Client's Enterprise resource planning (ERP) system, data exchange may be generated and sent to SEB bank automatically – at the defined regularity in the Client's system or as individual orders, however, data exchange shall not exceed the frequency defined in Specification.

## Provision of services

8. The Client authorizes its designated Users to use Baltic Gateway on behalf of the Client. To confirm or accomplish Tasks and other activities SEB bank may require the usage of Electronic signature or E-seal. Tasks confirmed with Electronic signature or E-seal are legally binding to the Client equally to handwritten signature and represents a sufficient confirmation of an order given by the Client.
9. The Client is entitled to add representatives who have access right to account information or use other Tasks without assigning signatory rights to such persons. The Client isn't required to inform SEB bank about the representatives and SEB bank does not consider such persons as Users having signatory rights within the meaning of this Agreement. The Client assumes full responsibility for the consequences of access and activities of these persons in Baltic Gateway.

10. In relation to Users' rights to confirm Tasks with Electronic signature or E-seal the rights and limits are determined as following:
  - 10.1. Electronic signature rights and limits of the User assigned for particular signatory are defined in accordance with the Internet Bank for Business agreement.
  - 10.2. E-seal usage rights and limits of the Client are defined in accordance with this Agreement.
11. For provision of Baltic Gateway services under cooperation model with a Cooperation partner (an agent or an operator), the Client shall submit relevant authorization or power of attorney to SEB bank.
12. Clients using Certificate for authentication provided by an agent have to confirm Tasks with E-seal of their agent under an authorization provided in the Agreement.
13. The Client has the right to establish payment transaction limits within the general limits and procedure established by SEB bank for transactions initiated through the Baltic Gateway. If SEB bank unilaterally reduces the general limits, SEB bank notifies the Client about it 30 days in advance.
14. SEB bank may disregard the Client's payment order according to SEB bank's terms and conditions of settlement without prior notice.

## Security

15. The Client ensures that only designated representatives of the Client have access to Baltic Gateway and shall prevent the use of the service by unauthorized third parties.
16. The Client ensures that its designated representatives who have access to Baltic Gateway keep under sufficiently secure control (including, eliminating access of unauthorized third parties to) following data and means:
  - 16.1. passwords and usernames belonging to the Client;
  - 16.2. connection data and/or other security features related to authentication method or Certificate for authentication;
  - 16.3. means and data enabling to create Electronic signature or E-seal (such as ID-card, SIM-card, crypto stick).
17. The Client shall immediately notify SEB bank of any changes affecting the information contained in the Agreement, as well as provide other relevant information that may affect Baltic Gateway service (including, cancelling access of a User with whom the Client has terminated cooperation or if the Certificate for authentication details will be changed).
18. The Client is responsible for trustfulness of and contractual relations with Cooperation Partner since, when using the Cooperation Partner's service then depending on the security solution the data about the Client's transactions may be available also to the Cooperation Partner.
19. Cooperation Partner is not allowed to collect Client's data through Baltic Gateway without Client's prior approval. Such data collection shall be considered as a breach of the Agreement and can be the basis for suspending Baltic Gateway Service or termination of the Agreement.
20. SEB bank has no obligation on behalf of the Client to enter into agreement with a Cooperation Partner regarding service provision (including, technical or security matters as provided hereof or in Specification) of Baltic Gateway. Signing of such agreement is sole responsibility of the Client.
21. If the connection data or other information related to the connection to Baltic Gateway has come or may come at the disposal of unauthorized third party (including, if the security features or the means enabling to create or use Electronic signature or E-seal have been lost or stolen), the Client and/or its designated User is obliged to immediately notify SEB bank thereof as well as terminate the data transfer connection with SEB bank.
22. Upon notice indicated in clause 21, SEB bank blocks the ability to fulfill Tasks in Baltic Gateway until the moment when Electronic signature or E-seal has been restored or a new certificate has been issued.

## Access limitation

23. SEB bank has the right to suspend the Client's access to Baltic Gateway if:
  - 23.1. SEB bank has become aware of a fact from which it can be reasonably concluded that the security of its service is jeopardized or Baltic Gateway is used or may be used by an unauthorized person;
  - 23.2. there are other grounds arising from SEB bank's general terms and conditions, the regulatory acts or an arrangement between the parties.

24. SEB Bank has the right to take preventive and other measures (including maintenance and improvement) in Baltic Gateway and suspend the provision of services in Baltic Gateway for the time of taking respective measures.

## Applicable fees

25. The Client shall pay fees for Baltic Gateway and within provided services according to SEB bank's price list unless agreed otherwise.
26. SEB bank debits the fees for Baltic Gateway from the fee account defined in the Agreement. The Client ensures availability of the specified amount in the account. If the funds in the fee account are insufficient, SEB bank may debit the fees from any other Client's account at SEB bank.
27. SEB bank debits Baltic Gateway service activation fee after the Agreement enters into force. The monthly servicing fee is debited each month on the tenth day at the latest for the current calendar month. In case the Agreement has been terminated during the month, the commission fees paid by the Client shall not be refunded regardless of which party terminates the Agreement or basis of such termination.

## Disputes and liability

28. Any dispute between SEB bank and the Client is resolved pursuant to the general terms and conditions of SEB bank.
29. The Client and its designated User as well as the Client and its Cooperation Partner shall resolve their relations without the mediation of SEB bank. SEB bank assumes no liability for the acts or omissions of Cooperation Partner or User.
30. The Client and its appointed User has to follow terms and conditions of Certification Authority providing Certificate for authentication, Electronic signature or E-seal.
31. The Client assumes liability to compensate to SEB bank for the damages resulting from the breaches by the Client and/or User and/or Cooperation Partner of the Agreement, including if they fail to meet obligations regarding technical requirements and provisions of security section hereof (including for not carrying out the relevant security measures).

## Agreement and final provisions

32. This Agreement enters into force when it has been signed by both parties and shall be valid without a term.
33. Upon closure of the account defined in the Agreement, the Tasks related to the respective account will no longer be forwarded.
34. The Client may terminate the Agreement at any time by notifying SEB bank.
35. SEB bank may unilaterally terminate the Agreement by notifying the Client pursuant to the procedure set forth in the general terms and conditions of SEB bank.
36. SEB bank may terminate the Agreement without advance notice if the Client, any of its User is in breach of the Agreement, all accounts at SEB bank are closed and/or Internet Bank for Business agreement is terminated, for more than 30 calendar days after the payment deadline there have been not sufficient funds in the Client's accounts to cover SEB bank fees. In the cases referred hereof, the Agreement shall be considered to be terminated without any further agreement.
37. Termination of the Agreement doesn't affect monetary claim that has arisen prior to the termination of this Agreement.
38. In all cases, where the Agreement is terminated, the commission fees paid by the Client shall not be refunded.
39. The law effective in the Republic of Estonia shall apply to the Agreement.