

Terms and Conditions of SEB Baltic Gateway Agreement

Valid as of 1 August 2021

Contents

Definitions	1
General provisions	2
Technical requirements	2
Provision of services	3
Security	3
Access limitation	4
Applicable fees	4
Disputes and liability	4
Agreement and final provisions	5

Definitions

Agreement – SEB Baltic Gateway agreement, all its annexes and amendments, the Terms and Conditions and its subsequent amendments hereof.

Bank – AS SEB Pank, registration code 10004252.

Certificate for authentication – a certificate which, together with the related private key, is used for the authentication of the Client each time when establishing the SEB Baltic Gateway connection. Certificate details which are verified for performing the authentication are indicated in the Agreement.

Client – a legal entity or a sole proprietor that has entered into an agreement with the Bank.

Electronic signature – electronic data, that are linked to other electronic data, used by the signatory to sign and are certified by a Qualified certificate for electronic signature. Electronic signature is uniquely linked to the signatory and could be used for the signatory's identification.

E-seal – electronic data, that are linked to other electronic data to ensure the origin and integrity of the latter and are certified by a Qualified certificate for electronic seal. Electronic seal is uniquely linked to the creator of the seal and could be used for the creator's identification.

Internet Bank for Business – the electronic self-service environment of the Bank through which the Client can manage its Users' rights.

Message – request and response for data exchange between the Client's software and the Bank according to the principles set in the Specification. The Message can contain payment orders, invoices, transactions, notifications, reports, statements or any other type of data described in the Specification.

Qualified certificate for electronic seal – an electronic certificate, issued by the QTSP, linking the electronic seal verification data to a legal person and confirming at least the name of that person. Only qualified certificates for electronic seal could be used in SEB Baltic Gateway.

Qualified certificate for electronic signature – an electronic certificate, issued by the QTSP, linking the electronic signature verification data to a natural person and confirming at least the name and surname of that person. Only qualified certificates for electronic signature could be used in SEB Baltic Gateway.

Qualified trust service provider (QTSP) – a trust service provider who provides one or more qualified trust services, including Qualified certificate for electronic signature, Qualified certificate for electronic seal, qualified timestamp. The list of QTSPs accepted by the Bank is available in the Specification.

SEB Baltic Gateway – application programming interface (API) which enables the Client's software to connect with the Bank's system and use the offered Services by exchanging Messages.

Services – banking services which the Client can use according to the Agreement via SEB Baltic Gateway by exchanging Messages. Details of the Services are described in the Specification and in separate agreements if it is a prerequisite for specific service usage.

Specification – technical documentation of the SEB Baltic Gateway which describes the principles and requirements for using the Services, for example description of the Messages and their formats, authentication, error management, acceptable certificates, and other information.

Technical intermediary – legal entity who is a Client of the SEB Baltic Gateway and can use Services for its own use, but in addition is also authorised by another Client, within the limits set in its Agreement, to mediate the connection and Messages for said Client. Depending on the Agreement, the Technical intermediary can be distinguished either as an operator, meaning a software or a service provider; or a representative, meaning an entity mediating the Services for a group of associated undertakings.

Terms and Conditions – these terms and conditions of the Agreement laying down the procedure for use of SEB Baltic Gateway and its Services.

User – a natural person defined by the Client in Internet Bank for Business agreement or in other service agreement with the Bank and assigned signatory rights to use its Electronic signature for Services of which usage requires additional confirmation.

General provisions

1. SEB Baltic Gateway enables the Client to use respective Services by exchanging Messages with the Bank in accordance with this Agreement and the Specification.
2. The Bank has the right to change the Specification and available Services at any time, including the list of Messages, add new, change their format, or terminate their offering. The Bank will inform the Client about changes to the Specification via the Bank's homepage and by sending a notice to the Internet Bank for Business and/or the e-mail address provided to the Bank if the Service offering is terminated or changes have direct impact for the Client's usage of SEB Baltic Gateway. The Client is allowed to continue using the terminable Service or previous version of the Message up to 6 months from the notice, unless the Bank is forced to terminate or make changes sooner due to regulatory compliance or security reasons.
3. In matters not regulated with the Agreement, the Bank and the Client shall in addition to the general terms and conditions of the Bank, terms and conditions for processing personal data, general price list, terms and conditions of the Internet Bank for Business agreement, terms of settlement and of current account agreement, apply other relevant terms and conditions governing banking services which are used via SEB Baltic Gateway.
4. The Client has to sign the Internet Bank for Business agreement with the Bank and assign limits and rights for its Users if the Client wishes to use Services which require Electronic signature.

Technical requirements

5. To use SEB Baltic Gateway, the Client's or Technical intermediary's means for exchanging Messages must correspond to the principles and requirements established in the Specification. In connection with aforesaid, the Client or Technical intermediary shall:
 - 5.1. develop and maintain software that would enable functional and secure data exchange with the Bank and usage of the Messages in correct format;
 - 5.2. be able to create a valid Electronic signature or E-seal in the case of Services which require additional confirmation;
 - 5.3. obtain Certificate for authentication from the Bank or a Certification Authority (CA) supported according to the Specification, to enable authenticated and secure connection;
- 5.4. ensure the security of the private key related to the Certificate for authentication, software and related systems which are used for exchanging the Messages, as well as the integrity and confidentiality of the exchanged data.
6. Depending on the Agreement type, the Certificate for authentication can be obtained and used by the Client itself or by a Technical intermediary who uses this certificate to mediate the connection and Messages also for other Clients.

7. Regardless of the technical settings of the Client's or Technical intermediary's software, the exchange of Messages between the Client and the Bank can be automated – at the defined regularity in the software or as individual requests; however, it shall not exceed the frequency defined in the Specification.

Provision of services

8. The Client authorises its designated Users to use SEB Baltic Gateway on behalf of the Client.
9. The Client is entitled to authorise in addition to Users other natural persons without signatory rights to have access to SEB Baltic Gateway and its Services, including creating, initiating, or processing Messages and their contents for any purpose (e.g. account information), having control over means for exchanging Messages, keys and certificates, E-seal, or any security feature. The Client is not required to inform the Bank about such persons and the Bank does not consider them 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 SEB Baltic Gateway.
10. To use some of the Services, the Bank may require the Message to be additionally confirmed with an Electronic signature or E-seal. By confirming messages with an E-seal, it is the Client's responsibility to assure that its designated Users are authorised to use the Client's certificate for E-seal on behalf of the Client. Messages confirmed with User's Electronic signature or Client's E-seal are legally binding to the Client and represent a sufficient confirmation of an order given by the Client. The Bank is not responsible for any Messages confirmed with the E-Seal technology.
11. In relation to confirming a Message with an Electronic signature or E-seal, the rights and limits are determined as following:
 - 11.1. Electronic signature rights and limits of the User assigned for particular signatory are defined in accordance with the Internet Bank for Business agreement.
 - 11.2. E-seal usage rights and limits of the Client are defined in accordance with this Agreement.
12. The Client must check and is fully responsible for the contents of the Message confirmed with an Electronic Signature or E-seal either via the Client's software or using signing services provided by the Bank or third parties. In the case of intermediary model, it is the Technical intermediary's responsibility and obligation to display actual content of the Message to the signatory and follow all the safety measures in the case of confirmation of the Message with an Electronic signature and/or E-seal.
13. For provision of SEB Baltic Gateway in the case of intermediary model with a Technical intermediary (operator or representative), the Client in the respective Agreement with the Bank:
 - 13.1. Submits relevant authorisation to the Technical intermediary;
 - 13.2. Agrees that Technical intermediary mediates the connection and Messages to use the Services enabled according to the Agreement;
 - 13.3. Agrees that in the case of intermediary model with a representative, if the Client includes in its Agreement an option to use an E-seal as means of authorisation for Services which require additional confirmation, the representative's E-seal shall be used for this purpose.
14. The Client has the right to establish payment transaction limits within the general limits and procedure established by the Bank for transactions initiated through SEB Baltic Gateway. If the general limits are unilaterally reduced, the Bank notifies the Client about it 30 days in advance.
15. The Bank may disregard a Client's payment order according to the Bank's terms of settlement without prior notice.
16. The Bank has the right to share information about the Client's Agreement (including the Client's name, registration code, list of Services and accounts) with the authorised Technical intermediary for the purpose of providing the Service/-s indicated in the Agreement.

Security

17. The Client ensures that only authorised persons have access to SEB Baltic Gateway and shall prevent the access of unauthorised third parties.
18. The Client ensures that its authorised persons keep under sufficiently secure control (including, eliminating access of unauthorised third parties to) following data and means:
 - 18.1. API tokens or secrets, passwords, and usernames belonging to the Client;
 - 18.2. means for exchanging Messages and the private key related to the Certificate for authentication;
 - 18.3. means and data for creating an Electronic signature or E-seal (such as an ID-card, SIM-card, crypto stick).
19. The Client shall immediately notify the Bank of any changes affecting the information contained in the Agreement, as well as provide other relevant information that may affect usage of SEB Baltic Gateway (including, cancelling

access of a User with whom the Client has terminated cooperation or if the details of the Certificate for authentication will be changed).

20. The Client is responsible for choosing and establishing contractual relations with the Technical intermediary since in the case of this model usage, the Technical intermediary has access to the content of the Client's Messages and should have the responsibility of enabling functional and secure data exchange with the Bank as well as the integrity and confidentiality of the data.
21. The Technical intermediary must follow the agreements with the Client when requesting, processing, and storing data received via SEB Baltic Gateway. The Technical intermediary is not allowed to process the data for its own benefit or share it with any third party without the Client's explicit consent. Such data requesting, processing, or sharing without a consent shall be considered a breach of the Agreement and can be the basis for the Bank to terminate the Agreement and claim occurred damages.
22. The Bank has no obligation on behalf of the Client to enter into an agreement with a Technical intermediary regarding service provision details, its purpose, and technical or security matters of SEB Baltic Gateway. Signing of such an agreement is the sole responsibility of the Client.
23. If the private key related to the Certificate for authentication or other information related to the usage of SEB Baltic Gateway has come or may come at the disposal of unauthorised third party (including, if the security features or the means enabling to create or use an Electronic signature or E-seal have been lost or stolen), the Client and/or Technical intermediary is obliged to immediately notify the Bank thereof as well as terminate the data exchange with the Bank.
24. Upon notice indicated in clause 23, the Bank blocks without delay the ability to exchange Messages in SEB Baltic Gateway until the moment when an Electronic signature or E-seal has been restored or a new Certificate for authentication has been issued.

Access limitation

25. The Bank has the right to suspend the Client's access to SEB Baltic Gateway if:
 - 25.1. the Bank has become aware of a fact from which it can be reasonably concluded that the security of its Service is jeopardised or SEB Baltic Gateway is used or may be used by an unauthorised person;
 - 25.2. there are other grounds arising from the Bank's general terms and conditions, the regulatory acts, or an arrangement between the parties.
26. The Bank has the right to take preventive and other measures (including maintenance and improvement) in SEB Baltic Gateway and suspend the provision of Services for the time of taking the respective measures.

Applicable fees

27. The Client shall pay fees for SEB Baltic Gateway and the provided Services according to the Bank's price list unless agreed upon otherwise.
28. The Bank debits the fees for SEB 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, the Bank may debit the fees from the Client's any other account.
29. The Bank debits SEB Baltic Gateway sign-up fee after the Agreement enters into force. The monthly 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 the basis of such termination.

Disputes and liability

30. Any dispute between the Bank and the Client is resolved pursuant to the general terms and conditions of the Bank and other relevant terms and conditions governing banking services which are used via SEB Baltic Gateway.
31. The Client and its User as well as the Client and its Technical intermediary shall resolve their relations without the mediation of the Bank. The Bank assumes no liability for the acts or omissions of the Technical Intermediary or User.
32. The Client is liable to compensate to the Bank the damages resulting from the breaches by the Client and/or User, including if they fail to meet obligations regarding technical requirements and provisions of security section hereof (including not carrying out the relevant security measures).
33. The Client and its User has to follow the terms and conditions of the Qualified trust service provider.
34. The Bank shall not be liable for the unavailability of Services due to omissions or inadequate services of third party service providers, for example the Qualified trust service providers.

Agreement and final provisions

35. This Agreement enters into force when it has been signed by both parties and shall be valid without a term.
36. Upon closure of the account defined in the Agreement, the Messages related to the respective account will no longer be available.
37. The Client may terminate the Agreement at any time by notifying the Bank.
38. The Bank has the right to the ordinary cancellation of the Agreement, by informing the Client pursuant to the procedure stipulated in the general terms and conditions at least one month in advance.
39. The Bank is entitled to cancel the Agreement without following the term for advance notice if:
 - 39.1. The Client or its User is in breach of the Agreement;
 - 39.2. All current accounts in the Bank are closed and/or the Internet Bank for Business agreement is terminated;
 - 39.3. The Client has insufficient funds in accounts to cover SEB Baltic Gateway fees within 30 calendar days after the payment deadline;
 - 39.4. The Agreement of the Client's Technical intermediary has been terminated for any reason.
40. The termination of the Agreement does not affect monetary claims that have arisen prior to the termination.
41. In all cases where the Agreement is terminated, the commission fees paid by the Client shall not be refunded.
42. The law effective in the Republic of Estonia shall apply to the Agreement.