

# AS SEB Pank

## Terms and conditions of the Internet Bank for private clients

Valid as of 1 October 2020

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## Definitions

**SEB Internet Bank** (hereinafter Internet Bank) is an electronic self-service environment through which the Client can execute operations in accordance with the Internet Bank Agreement and the service's terms and conditions.

**Agreement** or **Internet Bank agreement** is an agreement for a payment service which regulates the relations between the Bank and the Client arising from the use of the SEB Internet Bank. The Client can ask information from the Bank for free at any time.

**Client** is a person who has concluded the SEB Internet Bank Agreement.

**Identification Means** is a tool of authentication established by the bank that allows electronic identification or giving signatures and meets the requirements of the Bank (e.g. ID-card, Mobile-ID, Smart-ID) or a PIN calculator.

**Transaction** is an instruction given via the Internet Bank to transfer funds or securities, confirming an application, concluding, amending, and terminating an agreement, exchanging information, and using any other service provided by the Bank or a third person.

**Bank** is AS SEB Pank.

## General provisions

### Technical requirements

1. In order to use the Internet Bank, including the SEB Mobile application, the Client's means of communication and connections as well as their devices and other necessary tools must correspond to the technical and safety requirements which are available on the Bank's webpage. The Bank may update these requirements if necessary.
2. The Client is responsible for the security of their device and Internet connection, including in cases where they have changed the limits set by the manufacturer of the device (jailbreak, rooting).

### Applied terms and conditions

3. Issues not regulated in the Agreement will be settled between the Client and the Bank in accordance with the general terms and conditions of the Bank, the price list of the Bank, and the current account agreement concluded between the Client and the Bank.
4. Relations arising on the basis of this Agreement will be subject to the laws of Estonia.

## Security requirements

### Identification and confirming

5. The Client uses an Identification Means for making Transactions in the Internet Bank, including for logging into the Internet Bank, unless otherwise agreed in the Agreement or its Appendices (for example, clicking on a button to confirm a Transaction).
6. The Client also has the right to identify themselves with their Internet Bank username and Identification Means and confirm a Transaction outside of the Internet Bank while using another service appointed by the Bank, or executing a Transaction appointed by the Bank.
7. Entering a code of an Identification Means or using another method of confirmation when carrying out Transactions is considered equal to the Client's signature.
8. The Bank considers a Transaction that the Client has confirmed in accordance with the Agreement to be lawful, and executes it.
9. The username of SEB's Internet Bank is intended only for personal use.

### Security of the Identification Means

10. The Client shall do all in their power to protect their username and Identification Means and shall not allow their use by third parties. Detailed instructions for ensuring security can be found on the website of the Bank: <https://www.seb.ee/eng/everyday-banking/service-channels/internet-bank-private-individuals#security>.
11. In case an Identification Means (e.g. Mobile-ID with PINs) is lost or stolen, or if an unauthorised third party has gained or may gain knowledge of them, the Client shall inform the Bank immediately at the 24-hour Customer Support 665 5100, or at a Bank branch. In case the Client uses an Identification Means (ID-card, Mobile-ID, Smart-ID), they shall inform the certification service provider of the aforementioned incident as well.

## Blocking access to the Internet Bank

12. Having been notified by the Client in accordance with clause 11, the Bank will block access to the Internet Bank until the Client has submitted an order to the Bank for removing the block of access to the Internet Bank and PIN calculator is replaced if needed.
13. The Bank may block the Client's access to the Internet Bank:
  - 13.1. For 12 hours if the Client has entered an incorrect code on the PIN calculator five consecutive times; or
  - 13.2. Until the Bank has become aware of the circumstances, if the Client has entered an incorrect code on the PIN calculator ten consecutive times.
14. The Bank may wholly or partly block the Client's access to the Internet Bank (for example, limiting the Internet Bank's functionality) if:
  - 14.1. there are grounds for blocking the access which is stipulated in the Agreement or the Bank's general terms and conditions;
  - 14.2. the Client does not fulfil their contractual obligations;
  - 14.3. the Bank becomes aware of circumstances, pursuant to which it may be reasonably concluded that unauthorised persons have access to the Client's Internet Bank;
  - 14.4. the Bank becomes aware of circumstances, pursuant to which it may be reasonably concluded that the use of services in the Internet Bank is unsafe;
  - 14.5. in the case of fraud committed by the Client.
15. When the circumstances for the block have been renounced, the Bank will remove the block of access to the Internet Bank within ten calendar days from the day that the Client submitted a respective order. In justified cases, the Bank may release the block of the Internet Bank without an application from the Client.
16. If another person's current account or securities account has been added in the accounts' list in the Client's Agreement on the basis of power of attorney or right of representation pursuant to law, the Bank shall remove such accounts from the Client's Agreement upon expiry of the representation or upon the Bank receiving notice of its termination.

## Transactions in the Internet Bank

### General rules

17. The Client may carry out Transactions via the Internet Bank in accordance with the terms and conditions laid down in the Agreement. To carry out Transactions, the Client will contact the Bank's server at the web address established by the Bank.
18. Upon using the Internet Bank, the Client is obliged to follow the operating instructions. If the Client does not comply with the requirements and instructions established by the Bank, the Bank will be entitled to reject the Client's instructions, or block their access to the Internet Bank.

### Limits

19. The Bank is authorised to establish limits on the Transactions carried out via the Internet Bank.
20. The Client is authorised to establish limits for the Transactions within the limitations established by the Bank, and in accordance with the procedure of the Bank. The limit does not apply to the Transactions executed between the Client's different accounts.
  - 20.1. The Bank may allow the changing of limits on the Transactions in the Internet Bank. The Bank may partially or fully limit this possibility at any time without prior notice.
  - 20.2. The limit provided in the SEB Internet Bank Agreement also includes the Transactions performed via a payment initiation service provider. The Bank shall not follow any other limits that may be agreed upon with a provider of such services when executing an order.

### Checking and fulfilling instructions

21. The Bank is authorised to contact the Client by phone and check the instructions given via the Internet Bank before fulfilling them.
22. The Bank fulfils the Client's instructions in accordance with the effective procedure of the Bank and the deadline.
23. The Bank has the right to fulfil an instruction not confirmed by the Client via Identification Means if:
  - 23.1. The single sum of a low-value payment order does not exceed 30 euros and

- 23.2. The cumulative sum of previously initiated low-value payments (after last authorisation) does not exceed 100 euros;
- 23.3. The payment orders are made between the accounts of the Client at the Bank.
- 24. The limits of low-value payment orders listed in clauses 23.1 and 23.2 include payments made via the Internet Bank (incl. payments initiated at any payment service provider) and the SEB Mobile application.
- 25. The Bank will not fulfil the instructions if:
  - 25.1. The funds on the Client's account are insufficient for executing the Transaction and deducting the commission fee; or
  - 25.2. The instruction exceeds the established limit; or
  - 25.3. The Bank is unable to contact the Client for verifying the instruction; or
  - 25.4. The Client does not confirm the contents of the instruction upon verification; or
  - 25.5. The account has been blocked or seized; or
  - 25.6. There are other cases arising from legislation, the current account agreement, or any other Agreement concluded with the Bank.
- 26. The Bank is entitled not to execute a securities transaction order which was submitted during the trading hours of a stock exchange operating in a foreign state, or of a regulated market, but which was submitted outside the Bank's standard business hours.

### Informing

- 27. The Bank is not obliged to separately inform the Client if the instructions were not fulfilled due to the reasons indicated in clauses 25 and 26.
- 28. The Client has the right to receive information about the Transactions via the Internet Bank, and at a Bank office.
- 29. The Client is obliged to immediately inform the Bank of any malfunctions or disturbances preventing the use of the Internet Bank, including the SEB Mobile application, as well as of unauthorised Transactions with their account.

### Commission fees

- 30. The Client will pay a commission fee for the Transactions carried out via the Internet Bank in accordance with the Bank's price list.
- 31. The Bank is authorised to withhold from the Client's account all commission fees for the Transactions executed via the Internet Bank, the subscription fee, monthly fee, and other fees, as well as the late penalty interests, debts, and damages related to the use of the Internet Bank. The Bank will deduct these amounts from the Client's account within the first ten days of the next month at the latest.
- 32. The Client shall ensure that there are sufficient funds on their Bank account for debiting the amounts laid down in clause 31.

### Proving

- 33. The Bank will record the Client's activity in the Internet Bank and, if necessary, use these records to prove the Transactions.

### Contesting

- 34. Clients shall file claims to the Bank about payments carried out incorrectly or without their will, immediately after becoming aware of them. Thereat, the Client can contest a payment no later than within 13 months after the amount of the payment was deducted from their account.
- 35. All claims concerning other Transactions must be filed with the Bank no later than 3 months after the Transaction was carried out.
- 36. In case the claim is filed later, the Bank will be entitled to disregard it. Any disputes between the Bank and the Client are solved in accordance with the general terms and conditions of the Bank.

### Liability

- 37. The Client is liable for the accuracy of the data presented in their instructions.
- 38. The Client is liable for the obligations assumed under an agreement concluded via Internet Bank in accordance with the terms and conditions of the corresponding agreement.

39. The Bank is liable for a breach of obligations assumed under the agreement in the cases and pursuant to procedure provided by law, the Agreement, and the current account agreement, including for:
  - 39.1. Failing to fulfil or inadequately fulfilling the instructions given via the Internet Bank which were received at the Bank, except in the cases provided in clauses 25 and 26 of the Agreement; or
  - 39.2. Carrying out a Transaction without the Client's authorisation, except if the Client is exposed to the risk of loss or in the case of a fraud by the Client.
40. The Client is exposed to the risk of loss caused by the unauthorised use of the funds on the account after an Identification Means (e.g. Mobile-ID with PINs) has been lost or stolen until they have submitted a respective notice to the Bank in accordance with clause 11 of the Agreement or Clause 11 of the Annex 1 to the Agreement. The amount of the risk of loss shall not exceed 50 euros.
41. The limit mentioned in clause 40 will not be applied and the Client is fully liable for the damage if the Client has deliberately, or due to gross negligence, violated the obligations stipulated in the Agreement, or in the case of a Client's fraud.

## Validity, amendment, and termination of the Agreement

### Validity

42. This Agreement takes effect upon signing and is valid for a term specified in the Agreement.

### Amendment

43. The Bank is authorised to make additions and/or amendments to the list of Transactions executed via the Internet Bank at any time.
44. The Bank is authorised to make unilateral amendments to the terms and conditions of the Agreement, and to the price list, by informing the Client of it pursuant to the procedure and terms specified in the general terms and conditions of the Bank.
45. In case the Client does not accept the amendments, they will be entitled to cancel the Agreement during the introductory period on the condition that they have previously fulfilled all of their contractual obligations. In case the Client has not cancelled the Agreement during this period, the Bank will consider that the Client has accepted the amendments.

### Termination

46. The Client may cancel the Agreement at any time.
47. The Bank has the right to the ordinary cancellation of the Agreement. To do so, the Bank must inform the Client at least two months in advance, pursuant to the procedure stipulated in the general terms and conditions:
48. The Bank is entitled to cancel the Agreement without following the term for advance notice if the Client has violated the terms and conditions of the Agreement.
49. The Agreement is considered terminated if:
  - 49.1. the Bank has received a notice of the Client's death;
  - 49.2. there are no products or Agreements of the Bank or any company belonging to the same group as the Bank related to the Internet Bank, except if the Client uses the Internet Bank for Business.
50. The Bank may also terminate the Agreement on the grounds listed in the General Terms and Conditions.
51. Termination of the Agreement will not have an impact on the collection of receivables that emerged before the termination of the Agreement.



# Appendix 1 to Internet Bank Agreement

## Terms and Conditions of Mobile application

Valid as of 1 October 2020

### Definitions

**Appendix 1** is this appendix to the Internet Bank agreement, which shall apply when the Client uses the Mobile application and which is considered as integral part of the Internet Bank agreement.

**Biometric security** means are mobile device ensured security means used for identification of the Client which are deemed to be secure by the Bank.

**Digitalized payment card** is payment solution owned by the Bank used for carrying out activities through Mobile application and being pursuant to procedure stipulated by the Bank (terms and conditions regulating debit card agreement or credit card agreement).

**Mobile application** is a mobile solution through which the Client can make and receive payments as well as perform other activities specified by the Bank. Precondition for usage of Mobile application is concluded Internet bank agreement between Bank and the client; Mobile application is a part of the Internet Bank service and is optional.

**Access PIN code** is four digits identifier created by Client that has to be entered when accessing Mobile application.

For definitions that are used in this appendix but are not included in this paragraph, parties shall apply Internet Bank's terms and conditions.

### General provisions

1. The appendix applies whenever the client uses Mobile application. When using the Mobile application, the Client shall proceed from the Appendix, the Internet Bank agreement and the instructions given inside Mobile application.
2. The Bank may offer to the Client additional services and benefits at any time and terminate partially or completely the provision of such services without the consent of the Client.
3. If new functions or security measures are added to Mobile application, the Client shall give their consent to them by accepting the relevant update or by using the updated application.
4. The Bank is entitled to establish commission fees for the use and additional services of the Mobile application service with its price list.
5. In case of contradictions between the Appendix and the Internet Bank agreement, the Appendix shall prevail.

### Use and security of Mobile application

6. When entering the application with means of authentication specified in the Internet Bank agreement, the Client creates a unique Access PIN code and may activate Client's further identification by using the Biometric security means if mobile phone is providing such possibility.
7. In order to use the Mobile application service the Client's means of communication and connections, devices and other necessary tools shall correspond to the technical and security requirements published on the Bank's homepage. The Bank may update such requirements, if necessary. The Client is responsible for the security of his device (including when the device is rooted or jailbroken) and connection.

8. When entering the application the Bank shall identify the Client with Access PIN code, or by using the Biometric security means, or other means acceptable for the Bank.
9. If the Client enters an incorrect Access PIN code five consecutive times or fails to apply the Biometric security means five consecutive times, the Client shall be required to identify themselves with the means of authentication specified in the Internet Bank agreement.
10. Sending and receiving payment requests via Mobile application is merely informative and does not oblige the Client or the beneficiary to make the payment.
11. The Client shall immediately inform the Bank, if
  - 11.1. The mobile network agreement concluded with the mobile network operator on phone number has been terminated; or
  - 11.2. Mobile device usage has been terminated, including it is lost or stolen;
  - 11.3. The mobile phone number used by the client for the Mobile application service has been blocked, changed or transferred to another user.
12. The Client undertakes to use the Mobile application service in person, keep good care of Access PIN code, and other authorization means to Mobile application, and avoid third parties from acquiring possession over the same, following the safeguards as established for Means of identification in the Internet Bank agreement.
13. The Client shall keep the mobile phone in a manner to avoid third parties from gaining access to Mobile application. The Bank is entitled to presume that the Client is the sole user of the mobile phone.
14. If the mobile phone or Access PIN code is lost or stolen or if there is any other risk that a third party might have acquired possession over the same,
  - 14.1. The Client shall immediately inform the Bank thereof by calling the Bank's 24-hour help-line or notifying at the Bank office; or
  - 14.2. The Client shall restrict access to the Mobile application in another manner acceptable to the Bank (example: close the Mobile application in Internet Bank).
15. The Bank records the data flow between the Client and the Bank via Mobile application and upon the need uses this data to certify the payment or another operation.
16. The Bank may forward notifications regarding the Mobile application service to the client's mobile phone.

## Payments

17. Client confirms payments in accordance with Internet Bank, payment card, current account and other terms and conditions that Client has accepted. Only the following exceptions shall apply:
  - 17.1 The Client can confirm the payment in certain amounts without Identification Means pursuant to the terms and conditions of the Internet Bank.
  - 17.2 If the payment is submitted with a digitalised payment card and the payment exceeds the contactless payment limit, the Client must confirm such payment with their access PIN or with other Identification Means available for use in the Mobile application..
18. All Mobile application payments are included in the limits on transactions via the Internet Bank, except for payments made via a digitalised payment card.
19. The Client is responsible for ensuring that the beneficiary's mobile phone number, under which the payment is made, is correct and the mobile phone number corresponds to the correct full name of the beneficiary. The bank is not liable for payments made to wrong beneficiaries or rejected payments if the Client has confirmed incorrect mobile number or name of the beneficiary in payment order.

## Liability of the parties

20. The Bank shall be liable for the payment executed against the will of the Client, unless the damage occurs due to loss or theft of mobile phone or Access PIN code, or due to other wrongful use of such, and the payment was made before submission of a notice to the Bank in accordance with clause 14.

## Amendment of Appendix 1 and terminating use of Mobile application

21. The Bank is entitled to unilaterally amend the terms and conditions of the Mobile application pursuant to procedure as stipulated in the Internet Bank agreement.
22. The Client may terminate using the Mobile application service at any time.

23. The Bank may suspend the use of the Mobile application service by the Client, if:
  - 23.1. The Client has violated an obligation set out in the Appendix, the Internet Bank agreement or the Bank's general terms and conditions;
  - 23.2. The Bank has become aware of a fact:
    - from which it may be reasonably concluded that the Mobile application service is being used against the Client's will or in case of fraud or other misuse by the Client;
    - that the Mobile network agreement concluded between the Client and the Mobile network operator has been terminated or the Client's mobile phone number has changed;
  - 23.3. That the Client has not used the Mobile application service for at least 6 consecutive months;
  - 23.4. Other grounds as provided in legislation appear.
24. If the use of the Mobile application service is suspended, the data specified in clause 6 shall be deleted from the application. The Bank will allow the Client to start using the Mobile application service again, if the Bank is convinced that the circumstances forming the basis of the termination have lapsed.
25. If the use of the Mobile application service is suspended in accordance with the Appendix, it shall have no impact on the collection or satisfaction of monetary claims incurred before the termination of its use.
26. The Appendix becomes automatically invalid upon the termination of the Internet Bank agreement.

## Using the data

27. The data processing within the Mobile application is subject to SEB bank's privacy policy.
28. Registration and linking of mobile phone number and the Client's account number within the Mobile application is mandatory in order to be able to use the Mobile application and its basic features of making and requesting payments from other Clients who are using the Mobile application. These basic features within the Mobile application involve:
  - 28.1. sharing the information on the fact that the Client is the Mobile application user to other Mobile application users, whose mobile phone contact list contains the Client's mobile number (SEB bank is not collecting or copying these or any other data from the Client's mobile device);
  - 28.2. upon making or receiving a payment or a payment request SEB bank forwards to the Client's counterparty the Client's name and surname, mobile number and account number.
29. The Mobile application access in the mobile device the data such as location, photos / multimedia if the Client has chosen to use respective features within the Mobile application. The Mobile application regardless of the used features, processes or accesses on the mobile device following data: storage, contacts, text messages (sms) within certain platforms. Within the Mobile application the statistics is used.



# Appendix 2 to Internet Bank Agreement

## Account information service

Valid as of 08.08.2019

### Definitions

**Account information service** is an online service to provide account information on one or more payment accounts held by the customer with ASPSP.

**ASPSP** (Account Servicing Payment Service Provider) is another bank or payment service provider, where customer holds payment accounts.

**Consent** – a permission from customer, which allows SEB to inquire Account information service from ASPSP.

1. SEB bank provides Account information services based on the Customer's Consent.
2. SEB bank will not provide Account information service where the ASPSP payment account is not accessible online or if the connection to the specific ASPSP has not been developed.

### Account information service and consent for accessing bank account information

#### Consent creation

3. It is considered that the Customer has provided Consent for the Account information service if Customer has chosen and confirmed the following fields in the Internet bank:
  - 3.1. the ASPSP where the Customer's bank accounts are held and where Customer wishes to obtain information from;
  - 3.2. the type of account information;
  - 3.3. the duration of the Consent.
4. The Consent may be given for one time or for a certain period. Each Consent can have a maximum validity period up to 90 days. The validity of any Consent may differ based on internal decisions made by ASPSP unless revoked manually by Customer.
5. The Customer has obligation to create the Consent for private accounts by authenticating him/herself into SEB Internet Bank for private clients. If the Customer is using SEB Internet Bank for business, he/she shall create the Consent on behalf of the business client by logging into SEB Internet Bank of the respective legal entity.

#### Consent modification or revocation

6. Consent can be revoked before its expiration in ASPSP's channels, if provided, or using methods allowed by SEB bank.
7. After Consent expires or has been revoked, the IBAN number, account balance and transaction list information will be deleted from SEB Internet Bank.
8. Customer shall inform SEB bank of an incorrectly created Consent immediately after becoming aware of the creation of such Consent.

### **Default settings for using Account information service after creating the Consent**

9. After the Consent is given by the Customer, SEB will automatically request account transaction lists from the ASPSP for up to the last 24 months.
10. SEB bank on behalf of the Customer will update account balance information from ASPSP during Customer's active Internet Bank session (being logged into SEB Internet Bank).
11. When displayed in SEB systems of non-SEB account balance information, SEB bank is not liable, if the data is not up-to-date nor for the correctness of the information.
12. SEB bank does not use, access or store any data for purposes other than for performing the Account information service explicitly requested by customer, except if the customer allows using the data for other purposes in accordance with data protection rules.
13. SEB bank is not liable for not updating of account information due to technical problems of ASPSP.

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Translation. The prevailing text is in Estonian.