

# AS SEB Pank

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

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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.

**The SEB Internet Bank agreement** (hereinafter 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.

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

**A Private Client** is a natural person who executes a Transaction which is not related to independent economic or professional activities.

**A Business Client** is a self-employed or legal person.

**A 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, the Client's means of communication and connections must correspond to the technical requirements established by the Bank which are available on the Bank's webpage.
2. The Client is responsible for the security of their computer and Internet connection.

### 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 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 identifies themselves and confirms their Transactions in the Internet Bank on the basis of the User ID, password and a code card, or the codes of the PIN calculator issued by the Bank, or a digital identification/signature certificate (for example, an ID-card or mobile-ID) which meets the Bank's requirements (hereinafter Passwords).
6. The Client also has the right to identify themselves with the Passwords 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. The use of the Passwords when carrying out Transactions is considered equal to the Client's signature.
8. The Bank and the Client have agreed on accepting digital signatures when carrying out Transactions in the Internet Bank. A PIN code-protected certificate which meets the Bank's requirements and enables digital signing, must be used for digital signatures.
9. The Bank considers a Transaction the Client has confirmed with the Passwords to be lawful, and executes it.
10. The Client shall use the Passwords personally only.
11. A Business Client authorises their employee to use the Passwords on the basis of the corporate work arrangement.

### Security of the passwords

12. To ensure the security of the Transactions, the Client must change the Passwords in accordance with the procedure established by the Bank.
13. The Client shall do all in their power to protect the Passwords:
  - 13.1. They shall not record the Passwords in an easily recognisable form, including recording the User ID and/or Password on the code card, the PIN calculator, or on any other object which is kept with the Internet Bank cards or the PIN calculator;
  - 13.2. They shall use the Passwords conscientiously which prevents these from being used by third parties.

14. In case the Passwords are lost or stolen, or if an unauthorised third party has gained or may gain knowledge of the Passwords, the Client shall inform the Bank immediately at the 24-hour Customer Support 665 5100, or at a Bank office. In case the Client uses a digital identification certificate (for example, an ID-card or mobile-ID), they shall inform the certification service provider of the aforementioned incident as well.

### Blocking access to the Internet Bank

15. Having been notified by the Client in accordance with Clause 14, the Bank will block access to the Internet Bank until the Passwords have been changed, or until the Client has submitted an order to the Bank for removing the block of access to the Internet Bank.
16. The Bank may block the Client's access to the Internet Bank:
  - 16.1. For 12 hours if the Client has entered an incorrect Password on five consecutive times; or
  - 16.2. Until the Bank has become aware of the circumstances, if the Client has entered an incorrect Password on ten consecutive times.
17. The Bank may wholly or partly (for example, limiting the Internet Bank's functionality and the use of Passwords) block the Client's access to the Internet Bank if:
  - 17.1. There is a ground for blocking the access which is stipulated in the Agreement or the Bank's general terms and conditions; or
  - 17.2. The Client does not fulfil their contractual obligations; or
  - 17.3. The Bank becomes aware of circumstances, pursuant to which it may be reasonably concluded that the Passwords for using the Internet Bank have left the Client's possession, the Internet Bank is used by an unauthorised person, or in the case of a fraud by the Client.
18. 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.
19. 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, the Bank shall remove such accounts from the Client's Agreement upon expiry of the power of attorney or upon the Bank receiving notice of termination of the power of attorney.

## Transactions in the Internet Bank

### General rules

20. 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.
21. 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

22. The Bank is authorised to establish limits on the Transactions carried out via the Internet Bank.
23. 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.

### Checking and fulfilling instructions

24. The Bank is authorised to contact the Client by phone and check the instructions given via the Internet Bank before fulfilling them.
25. The Bank fulfils the Client's instructions in accordance with the effective procedure of the Bank and the deadline.
26. The Bank will not fulfil the instructions if:
  - 26.1. The funds on the Client's account are insufficient for executing the Transaction and deducting the commission fee; or
  - 26.2. The instruction exceeds the established limit; or
  - 26.3. The Bank is unable to contact the Client for verifying the instruction; or
  - 26.4. The Client does not confirm the contents of the instruction upon verification; or
  - 26.5. The account has been blocked or seized; or

- 26.6. There are other cases arising from the Agreement or the law.
27. 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

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

### Commission fees

31. The Client will pay a commission fee for the Transactions carried out via the Internet Bank in accordance with the Bank's price list.
32. 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.
33. The Client shall ensure that there are sufficient funds on their Bank account for debiting the amounts laid down in Clause 32.
34. If the Client is a Business Client, the Bank may deduct the monthly fee in full from the Client's current accounts also if the Agreement has expired in the middle of the month.

### Proving

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

### Contesting

36. Clients shall file claims to the Bank about payments carried out incorrectly or without their will, immediately after becoming aware of them. Thereat,
- 36.1. A Private Client can contest a payment no later than within 13 months after the amount of the payment was deducted from their account.
- 36.2. A Business Client can contest a payment no later than within 3 months after the amount of the payment was deducted from their account.
37. All claims concerning other Transactions must be filed with the Bank no later than 3 months after the Transaction was carried out.
38. 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

39. The Client is liable for the accuracy of the data presented in their instructions.
40. 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.
41. 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:
- 41.1. 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 26 and 27 of the Agreement; or
- 41.2. 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.
42. The Client is exposed to the risk of loss caused by the unauthorised use of the funds on the account after the Passwords have been lost or stolen until they have submitted a respective notice to the Bank in accordance with Clause 14. The amount of the risk of loss shall not exceed EUR 150.
43. The limit mentioned in Clause 42 will not be applied 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

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

### Amending

45. The Bank is authorised to make additions and/or amendments to the list of Transactions executed via the Internet Bank at any time.
46. 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.
47. 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

48. The Client may cancel the Agreement at any time.
49. The Bank has the right to the ordinary cancellation of the Agreement. To do so, the Bank must inform the Client, pursuant to the procedure stipulated in the general terms and conditions:
- 49.1. At least two months in advance if the Client is a Private Client;
- 49.2. At least one month in advance if the Client is a Business Client.
50. 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.
51. The Agreement is considered terminated if:
- 51.1. The Bank has received a notice of the Client's death if they were a natural person; or
- 51.2. There is no current account related to the Agreement or the Client's current account agreements have lapsed, except if the Client uses the Passwords issued on the basis of the Agreement in the Internet Bank for Business.
52. Termination of the Agreement will not have an impact on the collection of receivables that emerged before the termination of the Agreement.

# Appendix to the internet bank agreement

## Terms and conditions of SEB mobile app

### Definitions

**SEB Mobile App** is a mobile application, enabling the Client to make and receive payments and perform other operations as determined by the Bank. SEB Mobile App is a part of the Internet Bank service.

**Appendix** is this appendix to the Internet Bank agreement which shall apply when the Client uses the SEB Mobile App. The Appendix is deemed to be an integral part of the Internet Bank agreement.

**SEB Mobile App User** is a Client using the SEB Mobile App according to the Appendix.

**Client** is a private client holding a current account at the Bank and who has concluded Internet Bank agreement with the Bank.

**Bank** means AS SEB Pank.

**Account** is the Client's current account, which is linked to the Client's mobile phone number or to another agreed identifier.

**Instructions** are the instructions given by the Bank through the SEB Mobile App for using the SEB Mobile App.

### General provisions

1. This Appendix regulates the rights and obligations of the Client and the Bank arising from the use of the SEB Mobile App.
2. This Appendix consists of the terms and conditions of the SEB Mobile App, i.e. the general part, and the special part. The special part specifies the data listed in clause 4, which the Client fills out in a digital format when accessing the SEB Mobile App.
3. Within the SEB Mobile App the Client can:
  - 3.1 make and receive payments in currency determined by the Bank;
  - 3.2 monitor account related information (account statements, etc.);
  - 3.3 access bank information (locations of nearest branches and ATMs, etc.);
  - 3.4 send payment requests to other SEB Mobile App Users;
  - 3.5 send and receive notifications;
  - 3.6 perform other operations allowed by the Bank.
4. In order to use the SEB Mobile App, the Client shall specify:
  - 4.1 their mobile phone number or other agreed identifier; and
  - 4.2 the number of the Account, which will be linked to the Client's mobile phone number or other agreed identifier, from and to which payments will be made according to clause 23.1.
5. This Appendix shall apply when the Client has:
  - 5.1 downloaded the SEB Mobile App;
  - 5.2 specified the details listed in clause 4; and
  - 5.3 entered a unique confirmation code provided by the Bank.
6. When entering the SEB Mobile App with means of authentication specified in the Internet Bank agreement, the Client creates a unique PIN.
7. If new functions are added to the SEB Mobile App, the Client shall give their consent to them by accepting the relevant update or by using the updated application.
8. 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.
9. The Bank is entitled to establish commission fees for the use and additional services of the SEB Mobile App with its price list.
10. In matters not regulated with the Appendix, the parties shall proceed from the Internet Bank agreement. In case of contradictions between the Appendix and the Internet Bank agreement, the Appendix shall prevail.



## Use and security

11. When using the SEB Mobile App, the Client shall proceed from the Appendix, the Internet Bank agreement and the Instructions. The Bank may change the Instructions at any time.
12. In order to use the SEB Mobile App, 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 their device and connection.
13. The Bank shall link the Client's mobile phone number or other agreed identifier, specified by the Client in the SEB Mobile App, to the Client's Account. When another SEB Mobile App User makes a payment to the Client's Account or sends the Client a payment request via SEB Mobile App, the Bank shall identify the Client and the Client's Account on the basis of the mobile phone number or another agreed identifier.
14. When entering the SEB Mobile App the Bank shall authenticate the Client with the PIN or the means of authentication specified in the Internet Bank agreement. The Client confirms payments pursuant to manner as specified in clause 24.
15. If the Client enters an incorrect PIN five consecutive times, the Client shall be required to authenticate themselves with the means of authentication specified in the Internet Bank agreement.
16. Sending and receiving payment requests via the SEB Mobile App is merely informative and does not oblige the Client or the beneficiary to make the payment.
17. The Client shall immediately inform the Bank, if
  - 17.1 the mobile network agreement concluded with the mobile network operator has been terminated, or
  - 17.2 the mobile phone number used by the Client for the SEB Mobile App has been blocked, changed or transferred to another user.
18. The Client undertakes to use the SEB Mobile App in person, keep good care of the PIN and avoid third parties from acquiring possession over the same, following the safeguards as established for passwords and other security elements in the Internet Bank agreement.
19. The Client shall keep the mobile phone in a manner to avoid third parties from gaining access to it.
20. If the mobile phone or PIN is lost or stolen or if there is any other risk that a third party might have acquired possession over the same,
  - 20.1 the Client shall immediately inform the Bank thereof by calling the Bank's 24-hour help-line or notifying at the bank office, or
  - 20.2 the Client shall restrict access to the SEB Mobile App in another manner acceptable to the Bank.
21. The Bank records the data flow between the Client and the Bank via the SEB Mobile App and upon need uses this data to certify the payment or another operation.
22. The Bank may forward notifications regarding the SEB Mobile App to the Client's mobile phone.

## Payments

23. The Client can make two types of payments through the SEB Mobile App:
  - 23.1 payments from the Client's Account on the basis of the mobile phone number or another agreed identifier, linked to the beneficiary's account. Such payments can be made to SEB Mobile App Users and, if allowed by the Bank, also to other beneficiaries. Payments cannot be made on the basis of a mobile phone number, if the Client does not enable access to their phone contact list;
  - 23.2 payments on the basis of the beneficiary's account number.
24. Payments in the SEB Mobile App are confirmed as follows:
  - 24.1 The Client presses the button "Confirm" in the SEB Mobile App, if the amount of payment is within a limit of 30 euros and a daily limit of 150 euros or if the limits determined in the Internet Bank are smaller. The Bank considers such confirmation as consent of the Client for making the payment;
  - 24.2 The Client confirms the payment with the means of authentication specified in the Internet Bank agreement, if the amount of payment exceeds the limit, specified in clause 24.1, however remains within the limit determined in the Internet Bank.
25. All SEB Mobile App payments shall be included in the Internet Bank limit calculation.
26. The Bank shall credit the Account, if the SEB Mobile App User makes a payment related to the mobile phone number or other agreed identifier in accordance with the Instructions.

27. The Bank is entitled to presume that the payment corresponds to the Client's will until proven otherwise or until the Client has informed the Bank in accordance with clause 20.
28. The Client is responsible for ensuring that the beneficiary's mobile phone number, under which the payment is made, is correct.
29. The Bank may disregard the order forwarded via the SEB Mobile App, if:
  - 29.1. the Account or other current accounts, or the Internet Bank of the Client are blocked or seized; or
  - 29.2. the order exceeds the established limit; or
  - 29.3. the Client has failed to follow the Instructions; or
  - 29.4. the amount in the Account or in another current account of the Client at the Bank is insufficient for making the payment or paying the commission fees specified in the price list; or
  - 29.5. other grounds as provided by law or in agreement appear.
30. The Bank shall execute the payment order in accordance with the Bank's terms of settlement.

## Payment obligation

31. The Bank is entitled to debit the Account or another current account of the Client at the Bank within the amount of payment and commission fees as per the price list and the Bank's general terms and conditions.
32. The Client shall ensure that the amount in the Account or any other account of the Client at the Bank is sufficient for making the payment and paying the commission fees as per the price list. If the amount in the specific current account is insufficient, the Bank may debit the owed amount from any current account of the Client at the Bank.

## Notification

33. If the order is not executed, the Bank may display an error message in the Client's SEB Mobile App. The Bank is not obliged to inform the Client separately, if the order is not executed for reasons specified in clause 29.
34. The Client has the right to receive payment related information from the Internet Bank, SEB Mobile App and at the branch.
35. The Client shall inform the Bank of any errors or malfunctions that hinder the use of the SEB Mobile App immediately after detecting them.

## Liability of the parties

36. The Client shall be liable for:
  - 36.1 all the payments, unless otherwise provided in the Internet Bank agreement, Appendix or by law;
  - 36.2 the accuracy and timeliness of the data presented to the Bank upon using the SEB Mobile App, incl. the data specified in clause 4.
37. The Bank shall be liable for non-execution or incomplete execution of an order received by the same, unless otherwise provided in the Internet Bank agreement, Appendix or by law.
38. The Bank shall not be liable for disregarding the order or delayed execution, if
  - the Bank has not received the order; or
  - the receipt of the order was delayed due to the mobile network operator, the person or organisation that mediates the order or a third party.
39. The Bank shall be liable for the payment executed against the will of the Client, unless
  - 39.1 the damage occurs due to loss or theft of mobile phone or PIN, 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 20; or
  - 39.2 in case of a fraud by the Client, or if the Client has with gross negligence or intent breached an obligation set out in the Appendix or the Internet Bank agreement.
40. If the mobile phone or PIN is lost, stolen or otherwise wrongfully used, the Client shall bear the risk of loss for damage caused by unlawful use of funds in the Account or other current accounts at the Bank until the moment they submit a notice to the Bank in accordance with clause 20. Whereas the maximum liability limit of the Client is 150 euros.



41. The Client is liable for the amount of loss in full without applying the liability limit
  - 41.1 if the Client has with gross negligence or intent breached an obligation set out in the Appendix or the Internet Bank agreement; or
  - 41.2 in case of a fraud by the Client.

## Amendment of the Appendix and terminating use of the service

42. Any changes to the Client's data specified in clause 4 shall be considered as amendment of the Appendix.
43. The Bank is entitled to unilaterally amend the terms and conditions of the SEB Mobile App (general part) pursuant to procedure as stipulated in the Internet Bank agreement.
44. The Client may terminate using the SEB Mobile App at any time by deleting from the App the data specified in clause 4. The Client can do it at a bank office or in another manner acceptable to the Bank.
45. The Bank may terminate the use of the SEB Mobile App by the Client, if:
  - 45.1. the Client has violated an obligation set out in the Appendix, the Internet Bank agreement or the Bank's general terms and conditions; or
  - 45.2. the Bank has become aware of a fact,
    - from which it may be reasonably concluded that the SEB Mobile App is being used against the Client's will or in case of fraud or other misuse by the Client; or
    - 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;
  - 45.3. that the Client has not used the SEB Mobile App for at least 6 consecutive months; or
  - 45.4. other grounds as provided in legislation appear.
46. If the use of the SEB Mobile App is terminated according to clause 45, the data specified in clause 4 shall be deleted from the SEB Mobile App. The Bank will allow the Client to start using the SEB Mobile App again, if the Bank is convinced that the circumstances forming the basis of the termination have lapsed. The Bank may refuse to provide the SEB Mobile App service, if the Client has violated the obligations set out in the Appendix or the Internet Bank agreement.
47. If the use of the SEB Mobile App is terminated according to clause 44 or 45, it shall have no impact on the collection or satisfaction of monetary claims incurred before the termination of its use.
48. This Appendix shall terminate automatically upon termination of the Internet Bank agreement.

## Using the data

49. The Bank processes the Client's data specified in clause 50 for the purposes of providing the SEB Mobile App service.
50. The Client's data includes the Client's name and surname, personal ID code, account numbers, mobile phone number, as well as data in the Client's mobile phone contact list, including mobile phone numbers, addresses, e-mail addresses, etc. of people in the mobile phone contact list.
51. **The Bank connects the mobile number in the contact list with the account number of the respective person in the Bank's database.**
52. **The Client is aware of and agrees that**
  - 52.1. **the Bank forwards the information on the fact that the Client is a SEB Mobile App User to all SEB Mobile App Users, whose mobile phone contact list contains the Client's mobile number;**
  - 52.2. **upon making or receiving a payment or a payment request the Bank may forward to the counterparty the Client's name and surname, mobile number (if the payment is made according to clause 23.1), personal ID code and account number.**
53. **To use the service, the Client shall authorise the Bank to access periodically the Client's mobile phone list of contacts and update the list of SEB Mobile App Users.**
54. The Bank shall not collect or store the names, addresses or other similar data of the persons in the Client's mobile phone contact list.
55. The Client shall not disclose the information related to the use of the SEB Mobile App service to any third parties, unless this is necessary under circumstances related to processing the payments described in the Appendix or in cases as provided by law.