

AS SEB Pank

Terms and conditions of the Internet Bank for private clients

Valid as of 13.01.2018

Content

| | |
|--|----------|
| Definitions | 2 |
| General provisions | 2 |
| Technical requirements | 2 |
| Applied terms and conditions | 2 |
| Security requirements | 2 |
| Identification and confirming | 2 |
| Security of the passwords | 2 |
| Blocking access to the Internet Bank | 3 |
| Transactions in the Internet Bank | 3 |
| General rules | 3 |
| Limits | 3 |
| Checking and fulfilling instructions | 3 |
| Informing | 4 |
| Commission fees | 4 |
| Proving | 4 |
| Contesting | 4 |
| Liability | 4 |
| Validity, amendment, and termination of the Agreement | 5 |
| Validity | 5 |
| Amending | 5 |
| Termination | 5 |
| Appendix to the internet bank agreement. Terms and conditions of SEB mobile app | |
| Definitions | 6 |
| General provisions | 6 |
| Use and security | 7 |
| Payments | 7 |
| Payment obligation | 8 |
| Notification | 8 |
| Liability of the parties | 8 |
| Amendment of the Appendix and terminating use of the service | 8 |
| Using the data | 9 |

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 Agreement or the 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.

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

E-identification tool is a tool of authentication that is based on a certificate which allows electronic identification or giving signatures and meets the requirements of the Bank (e.g. ID card, mobile-ID, Smart-ID)

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, including the SEB Mobile App, 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 identifies themselves or 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, a tool used in the SEB Mobile App, or an e-identification tool (hereinafter Passwords). In cases specified by the Bank, a Transaction can also be confirmed with another method accepted by the Bank (for example, clicking on the button to confirm the Transaction).
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 or 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 Client shall only use the Passwords personally.
10. A Business Client authorises their employee to use the Passwords on the basis of the corporate work arrangement.

Security of the passwords

11. To ensure the security of the Transactions, the Client must change the Passwords in accordance with the procedure established by the Bank.
12. The Client shall do all in their power to protect the Passwords:
 - 12.1. They shall not record the Passwords onto any data carrier, including recording them on the code card, the PIN calculator, or on any other object which enables the use of the Internet Bank;

- 12.2. They shall use the Passwords conscientiously which prevents these from being used by third parties.
13. 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 an e-identification certificate, they shall inform the certification service provider of the aforementioned incident as well.

Blocking access to the Internet Bank

14. Having been notified by the Client in accordance with clause 13, 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.
15. The Bank may block the Client's access to the Internet Bank:
- 15.1. For 12 hours if the Client has entered an incorrect Password on five consecutive times; or
- 15.2. Until the Bank has become aware of the circumstances, if the Client has entered an incorrect Password on ten consecutive times.
16. 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:
- 16.1. There is a ground for blocking the access which is stipulated in the Agreement or the Bank's general terms and conditions; or
- 16.2. The Client does not fulfil their contractual obligations; or
- 16.3. 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 blocking is necessary for other security considerations; or
- 16.4. In the case of fraud committed by the Client.
17. 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 Card without an application from the Client.
18. 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

19. 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.
20. 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

21. The Bank is authorised to establish limits on the Transactions carried out via the Internet Bank.
22. 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.
- 22.1. 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.
- 22.2. 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

23. The Bank is authorised to contact the Client by phone and check the instructions given via the Internet Bank before fulfilling them.

24. The Bank fulfils the Client's instructions in accordance with the effective procedure of the Bank and the deadline.
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 App, 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.
33. 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

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

Contesting

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

38. The Client is liable for the accuracy of the data presented in their instructions.
39. 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.
40. 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:

- 40.1. 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 and clause 28 of the Annex to the Agreement; or
- 40.2. 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.
41. The Client is exposed to the risk of loss caused by the unauthorised use of the funds on the account after the Passwords or their mobile phone have been lost or stolen until they have submitted a respective notice to the Bank in accordance with clause 13 of the Agreement or Clause 19 of the Annex to the Agreement. The amount of the risk of loss shall not exceed 50 euros.
42. The limit mentioned in clause 41 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

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

Amending

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

47. The Client may cancel the Agreement at any time.
48. 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:
 - 48.1. At least two months in advance if the Client is a Private Client;
 - 48.2. At least one month in advance if the Client is a Business Client.
49. 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.
50. The Agreement is considered terminated if:
 - 50.1. The Bank has received a notice of the Client's death if they were a natural person; or
 - 50.2. 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.
51. The Bank may also terminate the Agreement on the grounds listed in the General Terms and Conditions.
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.

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

Biometric means is a biometric tool of identification that the Bank considers safe.

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. obtain information about different accounts and products;
 - 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 identifier determined by the Bank; 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 22.1.
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. Additionally, the Client may activate biometric means if such an option is available in the SEB Mobile App.
7. If new functions or security measures 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 and debit the commission fees from the account of the Client or another current account, pursuant to the General Terms and Conditions.
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. The Bank shall link the Client's mobile phone number or other 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 identifier.
13. When entering the SEB Mobile App the Bank shall authenticate the Client with the PIN, biometric means, the means of authentication specified in the Internet Bank agreement, or other means accepted by the Bank. The Client confirms payments pursuant to manner as specified in clause 24.
14. If identification via biometric means is unsuccessful five consecutive times, the Client must identify themselves with their PIN. 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.
15. 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.
16. The Client shall immediately inform the Bank, if
 - 16.1. the mobile network agreement concluded with the mobile network operator has been terminated, or
 - 16.2. the mobile phone number used by the Client for the SEB Mobile App has been blocked, changed or transferred to another user.
17. The Client undertakes to use the SEB Mobile App in person, keep good care of the PIN and biometric means 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.
18. The Client shall keep the mobile phone in a manner to avoid third parties from gaining access to it. The Bank presumes that the Client is the sole user of the mobile phone.
19. 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,
 - 19.1. the Client shall immediately inform the Bank thereof by calling the Bank's 24-hour help-line or notifying at the bank office, or
 - 19.2. the Client shall restrict access to the SEB Mobile App in another manner acceptable to the Bank.
20. 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.
21. The Bank may forward notifications regarding the SEB Mobile App to the Client's mobile phone.

Payments

22. The Client can make two types of payments through the SEB Mobile App:
 - 22.1. payments 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;
 - 22.2. payments on the basis of the beneficiary's account number.
23. Payments in the SEB Mobile App are confirmed as follows:
 - 23.1. The Client presses the button "Confirm" in the SEB Mobile App if the payment is made between the Client's accounts or 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;
 - 23.2. 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 23.1, however remains within the limit determined in the Internet Bank.

24. All SEB Mobile App payments shall be included in the Internet Bank limit calculation.
25. 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.
26. 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 19.
27. The Client is responsible for ensuring that the beneficiary's mobile phone number, under which the payment is made, is correct.
28. The Bank may disregard the order forwarded via the SEB Mobile App in the cases specified in the Internet Bank Agreement, as well as if the Internet Bank of the Client is blocked or seized.

Payment obligation

29. 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.

Notification

30. 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 28.
31. The Client has the right to receive payment related information from the Internet Bank, SEB Mobile App and at the branch.

Liability of the parties

32. The Client shall be liable for:
 - 32.1. all the payments, unless otherwise provided in the Internet Bank agreement, Appendix or by law;
 - 32.2. the accuracy and timeliness of the data presented to the Bank upon using the SEB Mobile App, incl. the data specified in clause 4.
33. 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.

Amendment of the Appendix and terminating use of the service

34. Any changes to the Client's data specified in clause 4 shall be considered as amendment of the Appendix.
35. 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.
36. The Bank may terminate the use of the SEB Mobile App by the Client, if:
 - 36.1. the Client has violated an obligation set out in the Appendix, the Internet Bank agreement or the Bank's general terms and conditions; or
 - 36.2. 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;
 - 36.3. that the Client has not used the SEB Mobile App for at least 6 consecutive months; or
 - 36.4. other grounds as provided in legislation appear.
37. If the use of the SEB Mobile App is terminated according to clause 36, 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.
38. If the use of the SEB Mobile App is terminated according to clause 35 or 36, it shall have no impact on the

collection or satisfaction of monetary claims incurred before the termination of its use.

39. This Appendix shall terminate automatically upon termination of the Internet Bank agreement.

Using the data

40. The Bank processes the Client's data specified in clause 41 for the purposes of providing the SEB Mobile App service.
41. 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.
42. The Bank connects the mobile number in the contact list with the account number of the respective person in the Bank's database.
43. The Client is aware of and agrees that
 - 43.1. 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;
 - 43.2. 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 22.1), personal ID code and account number.
44. 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. The Client does not need to authorise, but in that case, payments described in clause 22.1 cannot be made.
45. 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.
46. 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.