

## TERMS AND CONDITIONS OF MOBILE PAYMENT AND NOTIFICATION SERVICE CONTRACT

Valid as of 27.01.2015

1.1 Mobile payment and notification service contract (hereinafter the contract) regulates the rights and obligations arising from the use of mobile payment and notification service provided by AS SEB Pank (hereinafter the bank).

1.2 Mobile payment and notification service enables getting information about the events fixed in the contract through the channel specified in the contract (hereinafter the notification service) and making monetary payments and transfers (hereinafter the mobile payment) based on the order issued via mobile phones containing a SIM card of a mobile communication operator (hereinafter the mobile phone) and to receive payments sent to the mobile phone number.

1.3 Mobile payments can be made to a legal or natural person, who has a valid mobile payments reception contract with the bank or a similar contract with another bank, and whose point of sale is adequately marked; and to a natural person, who has a valid mobile payment and notification service contract with the bank or a similar contract with another bank.

1.4 To enable using mobile payment and notification service, the bank and the person possessing settlement account in the bank (hereinafter the account owner) will conclude a contract, specifying the natural person, who is the authorised user of mobile payment and notification service (hereinafter the user), number of the mobile phone, settlement account of the account owner, from and to where mobile payments will be made (hereinafter the main account), settlement accounts and events for which information is requested, the channel used for receiving information and maximum limit sums of mobile payments in a certain period (hereinafter the limits). If no limits are specified in the contract, the standard limits established by the bank will be valid.

1.5 The bank is entitled to add, change or stop providing services via mobile payment and notification service at any time. The bank is entitled to fix unilaterally service fees for the conclusion of the mobile payment and notification service contract, use of the service and the abovementioned additional services in a price list (hereinafter the price list).

1.6 Any relationships between the bank, the account owner and the user, which are not covered in the contract, are based on the general terms and conditions of the bank and the settlement account contract concluded between the bank and the account owner.

1.7 The account owner and the user accept that in case of use of the mobile payment and notification service, the user will be identified based on the number of the mobile phone.

### 2. ENSURING SECURITY DURING USE OF MOBILE PAYMENT AND NOTIFICATION SERVICE

2.1 Upon activation of the mobile payment service, the bank will issue to the account owner a secret personal identification code (hereinafter the code). In case of a mobile payment, the code will be considered signature of the user confirming the mobile payment.

2.2 The user undertakes to preserve the mobile phone, SIM-card and the code carefully and avoid their use by third persons.

2.3 In case of loss or theft of the mobile phone, SIM-card or the code, interception of a mail account or in other cases, where a risk has arisen that one of these has been transferred into the possession of third parties, the user undertakes to submit relevant information immediately to the 24-hour telephone of the bank or to the bank office, or to block the use of mobile payment and notification service by any other method accepted by the bank.

2.4 If the user enters the code incorrectly 3 times in succession, the bank will be entitled to block unilaterally the use of mobile payment and notification service.

### 3. USE OF MOBILE PAYMENT AND NOTIFICATION SERVICE

3.1 The user will use mobile payment and notification service pursuant to the terms and conditions of the contract and the instructions provided by the bank (hereinafter the instructions). The instructions are available in bank offices and on the website of the bank [www.seb.ee](http://www.seb.ee). The bank is entitled to change the instructions unilaterally at any time.

3.2 The mobile phone number is bound to the main account and other settlement accounts specified in the contract:

3.3 The bank will credit the main account, if a third person, who has a valid mobile payment and notification service contract with the bank or a similar contract with another bank, makes a payment specified with the number of the mobile phone based on the instructions.

3.4 If the account owner is not the user, he/she undertakes to introduce terms and conditions of the contract and the instructions (especially security requirements) for using mobile payment and notification service to the user, and to ensure that the user knows and follows them.

3.5 If a user, who is not the account owner, is sufficiently specified in the contract and therefore the bank can identify his/her person, the user can change the code issued for confirming mobile payment and specify and change the settlement accounts connected with the notification service, in respect of which he/she is the owner or authorised user, as well as events and channels of the notification service.

3.6 The user is entitled to make mobile payments within the limits of the sum on the main account.

3.7 If a mobile payment is made as a payment for a service or goods, the user is obliged to submit an identity document to the seller upon request and to agree with entry of their data to the sales receipt, and to sign the sales receipt.

3.8 Upon expiration of mobile communication contract concluded with a mobile communication operator and changing of the mobile phone number, the account owner undertakes to notify the bank immediately.

3.9 The bank is entitled to assume that mobile payments made and notification services ordered meet the intentions of the account owner, if the opposite has not been verified or the user or the account owner has not notified the bank as specified in article 2.3.

3.10 The bank is entitled to reject the order submitted via mobile phone, if:

3.10.1 the main account or the account specified for receiving information has been blocked or attached;

3.10.2 use of mobile payment and notification service has been blocked;

3.10.3 the order exceeds the set limit;

3.10.4 the user has not followed the instructions issued by the bank for the use of mobile payment and notification service;

3.10.5 the main account has insufficient funds for making the mobile payment and/or for the payment of service fees specified in the price list;

3.10.6 on any other basis proceeding from legal acts.

3.11 The bank is obliged:

3.11.1 to execute mobile payment by the term specified in the settlement conditions of the bank;

3.11.2 to fulfil other obligations proceeding from legal acts.

3.12 The user undertakes to notify the bank immediately of any errors or failures preventing the use of mobile payment and notification service.

3.13 The user and the account owner will be entitled any time to request blocking of the use of mobile payment and notification service from the bank.

3.14 The bank is entitled to block the use of mobile payment and notification service, if:

3.14.1 the account owner or the user has violated any contractual obligation or on any other basis proceeding from legal acts;

3.14.2 the bank has become aware of a fact leading to a reasonable conclusion that mobile payment and notification service is used or may be used against the will of the account owner or the account owner or the user is using it for fraud or any other misuse;

3.14.3 the bank has become aware of a fact that the mobile communication contract concluded between the account owner or the user and a mobile communication operator has expired or the mobile phone number bound to the contract has changed.

3.15 The bank is entitled to send messages to the mobile phone for the purposes and under the conditions specified in the general terms and conditions of the bank.

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### 4. PAYMENT OBLIGATION

4.1 The bank is entitled to debit the main account in extent of all mobile payment sums and service fees specified in the price list.

4.2 The bank is entitled to debit full service fee from the account owners, who are not the consumers, even if the contract has expired during the month.

4.3 The account owner is obliged to ensure that there is are sufficient funds on the main account to cover the mobile payment sums and service fees specified in the price list.

### 5. INFORMATION OF MOBILE PAYMENTS

5.1 The account owner is entitled to retrieve information on mobile payments in the Internet Bank and in a bank office.

### 6. RESPONSIBILITY OF THE PARTIES

6.1 The bank is responsible for the following:

6.1.1 Non-fulfilment or insufficient fulfilment of an order received by the bank, except when provided otherwise in the contract or in the law;

6.1.2 mobile payments made against the will of the account owner, except when the account owner or the user is bearing the risk of theft or loss of mobile phone, SIM card or the code, or when the account owner or the user has violated deliberately or due to gross negligence an obligation specified in the contract;

6.1.3 Any error or failure in operating the main account.

6.2 If the bank is responsible pursuant to article 6.1, the bank shall compensate to the account owner the damage caused with non-fulfilment or insufficient fulfilment of the order, possible interest, and in case of a mobile payment made against the will of the account owner to restore the condition before making the mobile payment on the main account.

6.3 The account owner is responsible for all mobile payments, except when provided otherwise in the contract or in the law.

6.4 If the account owner violates the obligation specified in article 4.3, the bank will be entitled to debit any settlement accounts of the account owner in the bank to the extent of the debt sum.

6.5 The bank is not responsible for non-fulfilment or late fulfilment of an order, if the order has not reached the bank or has reached the bank late due to a system failure of the mobile communication operator, the person or organisation mediating the order or any other third person.

6.6 The bank is responsible for keeping messages secret until the message has been sent to the information reception channel selected by the account owner.

### 7. LIABILITY LIMIT

7.1 In case of theft or loss of mobile phone, SIM card or the code, the account owner will bear the risk of theft or loss until notification of the bank of theft or loss in the way acceptable for the bank, but not more than the liability limit.

7.2 Liability limit is ten-fold day limit agreed in the contract, but no more than 150 euros.

7.3 Liability limit will not apply, if the account owner or the user has violated deliberately or due to gross negligence, an obligation specified in the contract or in case of fraud or other misuse by the account owner or the user.

### 8. SOLUTION OF DISPUTES

8.1 The account owner and/or the user, who is also a consumer, shall submit to the bank a claim concerning mobile payment made against the will of the account owner or incorrectly executed mobile payment immediately after becoming aware of such payment, but no later than 13 months after debit of the mobile payment sum from the main account. The account owner and/or the user, who is not a consumer, shall submit relevant claim to the bank no later than in 3 months from the date of debit of the main account.

8.2 All claims concerning other operations shall be submitted to the bank no later than in 3 months from relevant operation.

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8.3 If a claim is submitted later than the terms specified in this article, the bank is entitled to reject it.

8.4 Disputes between the account owner and the bank will be solved pursuant to the general terms and conditions of the bank.

### 9. VALIDITY, AMENDMENT AND CANCELLATION OF THE CONTRACT

9.1 The contract will enter into force as of the moment of signing and is concluded for an unspecified term.

9.2 The bank is entitled to change unilaterally terms and conditions of the contract and the price list, submitting a relevant advance notice to the account owner according to the procedure and by the terms specified in the general terms and conditions of the bank. If the changes are not acceptable to the account owner, the account owner is entitled to cancel the contract during the period of examination after fulfilment of all obligations proceeding from the contract. If the account owner has not terminated the contract during the mentioned period, the changes will be deemed accepted.

9.3 The account owner is entitled to cancel the contract at any time.

9.4 The bank is entitled to cancel the contract on a regular basis, submitting a relevant notice to the account owner, who is also a consumer, at least 2 months in advance and to other account owners at least 1 month in advance according to the procedure specified in the general terms and conditions of the bank.

9.5 The contract will expire, if:

9.5.1 the use of mobile payment and notification service has been blocked for at least 2 consecutive months;

9.5.2 the account owner has closed all services provided with the contract.

9.6 The bank is entitled to terminate the contract unilaterally without following the notification period specified in article 9.4, if a basis provided in article 3.14 exists or if the account owner or the user has not used any service in 13 (thirteen) consecutive months.

9.7 Expiration of the contract will not influence chargeability or satisfaction of monetary claims arising before expiration of the contract.

### 10. CONFIDENTIALITY

10.1. The account owner and the user are aware that within providing the service, the bank shall forward information agreed upon in the contract via third persons, e.g. a mobile network operator.

10.2 The account owner and the user are aware and agree that upon making or receipt of a mobile payment, the name and the mobile number of the user will be disclosed to the other party of the mobile payment.

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