

## TERMS AND CONDITIONS OF INTERNET BANK

Valid as of 01.01.2012

### 1. GENERAL PROVISIONS

1.1 The SEB Internet bank agreement (hereinafter the Agreement) regulates the relations between AS SEB Pank (hereinafter the Bank) and the Client, arising from the use of SEB Internet bank, the web-based service of the Bank.

1.2 SEB Internet bank (hereinafter the Internet Bank) is a method of payment, which enables the Client, without giving written instructions, to dispose of the cash or securities in the Client's accounts, to conclude agreements, exchange information and use other services provided by the Bank and third parties (hereinafter Transactions) in accordance with the terms and conditions of the Agreement and the services used.

1.3 The Bank is authorised to make additions and/or amendments to the list of Transactions provided via the Internet Bank at any time. The Client will receive information on the Transactions provided via the Internet Bank on the webpage and at the offices of the Bank.

1.4 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. The requirements are available on the webpage of the Bank. The Client shall be responsible for the security of his computer and Internet connection.

1.5 Issues not regulated in the Agreement shall be settled by the Client and the Bank in accordance with the general terms and conditions as well as the current account agreement concluded between the Client and the Bank.

1.6 Relations arising on the basis of this Agreement shall be subject to the law of the Republic of Estonia.

### 2. IDENTIFICATION AND SECURITY REQUIREMENTS

2.1 The Client identification and carrying out of Transactions when using the Internet Bank shall be on the basis of the user ID, password and a code card or the codes of the PIN calculator issued by the Bank, or the digital identification/signature certificate, which corresponds to the requirements of the Bank (hereinafter commonly referred to as the Passwords).

2.2 The use of the Passwords by the Client upon carrying out Transactions shall be considered equal to the Client's signature.

2.3 The Bank and the Client have agreed to accept a digital signature when carrying out Transactions at the Internet Bank. A PIN code-protected certificate, which corresponds to the requirements of the Bank and enables digital signing, shall be used for giving digital signatures.

2.4 The Client shall agree that all Transactions carried out by using the Passwords of the Client, shall be considered lawful by the Bank and shall be subject to execution. Clients, who are natural persons, shall use the Passwords personally. Clients, who are legal persons, shall agree that the persons using the Passwords on the basis of the corporate work arrangement of the Client shall be authorised to carry out Transactions at the Internet Bank, even if the Bank has not been separately notified of granting of the right of use.

2.5 In order to ensure the security of Transactions, the Client shall change Passwords on a regular basis in accordance with the interval and procedure established by the Bank.

2.6 The Client shall do everything in his power to protect the Passwords necessary for using the Internet Bank, and shall not record the Passwords in an easily recognisable form, including not recording the user ID and/or the password on the code card or the PIN calculator or any other object, which is kept with the Internet Bank cards or the PIN calculator, and to use the Passwords conscientiously so as not to enable their use by third parties.

2.7 If the Passwords are lost, stolen, or if an unauthorised third party has gained or may have gained possession of the Passwords, the Client is obliged to inform the Bank immediately at the 24-hour customer support number 665 5100 or at the bank office. In case of a certificate the Client must inform the respective certification service provider.

2.8 Having been notified by the Client in accordance with Clause 2.7, the Bank shall block access to the Internet Bank until the Passwords have been changed, or until the Client has submitted an order for removing the block of the Passwords and the Agreement to the Bank.

2.9 The Bank is authorised to block the Client's access to the Internet Bank for 12 hours, if the Client has entered incorrect Passwords for three (3) consecutive times. The Bank is authorised to block access to the Internet Bank until the circumstances have been clarified, if the Client has entered incorrect Passwords for eight (8) consecutive times.

2.10 The Bank is authorised to block the Client's access to the Internet Bank, if:

2.10.1 the grounds for blocking the access, stipulated in the Agreement or the Bank's general terms and conditions exist;

2.10.2 the Bank has become aware of circumstances, pursuant to which it may be reasonably concluded that the Passwords for using the Internet Bank have left the possession of the Client, the Internet Bank is used by unauthorised persons or in case of fraud by the Client.

### **3. TRANSACTIONS**

3.1 The Client is authorised to carry out Transactions via the Internet Bank in accordance with the terms and conditions laid down in the Agreement. In order to carry out Transactions, the Client shall contact the server of the Bank at the web address established by the Bank.

3.2 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.

3.3 The Bank is authorised to establish limits on the Transactions carried out via the Internet Bank. The Client is authorised to establish transactions limits within the limitations established by the Bank in accordance with the procedure of the Bank. Transactions carried out between the Client's different accounts do not fall under the limitation.

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

3.5 The Bank shall fulfil the Client's instructions in accordance with the procedure and terms of the Bank.

3.6 The Bank shall not fulfil the Client's instructions if the funds on the Client's account are insufficient for fulfilling the instructions and deducting the commission fee; if the instructions exceed the established limits, if the Bank is unable to contact the Client for verifying the instructions, or if the Client does not confirm the contents of the instructions upon verification. Similarly, the Bank shall not fulfil the instructions if the account is blocked or attached; or in other cases provided by contracts or law. Also, the Bank is entitled not to execute a securities transaction order, submitted during the trading hours of a stock exchange operating in a foreign state or of a regulated market, but which is outside the standard business hours of the Bank. The Bank is not obliged to separately inform the Client if the instructions were not fulfilled due to the above reasons.

3.7 The Client has the right to receive information on the Transactions via the Internet Bank and the account statement obtained at the Internet bank and a bank office.

3.8 The Client is obliged to immediately inform the Bank of the malfunctions or disturbances, preventing the use of the Internet Bank, as well as of unauthorised account Transactions.

### **4. COMMISSION FEES**

4.1 The Client shall pay a commission fee for the Transactions carried out via the Internet Bank in accordance with the price list of the Bank.

4.2 The Bank is authorised to withhold from the Client's account all commission fees for the Internet Bank Transactions, the subscription, monthly maintenance fee and other fees laid down in the price list, as well as late penalty interest, debts and damages related to the use of the Internet Bank. The Bank shall deduct these amounts from the Client's account during the first ten days of the next month, at the latest.

4.3 The Bank also has the right to deduct the monthly fee from current accounts of the clients who are not consumers in full if the Agreement has expired in the middle of the month.

4.4 The Client is obliged to ensure that there are sufficient funds on his bank account for deducting the amounts laid down in Clause 4.2.

### **5. CONTESTING TRANSACTIONS, LIABILITY**

5.1 The Bank shall make a record of the Internet Bank sessions and, if necessary, use the record to prove the Transactions.

5.2 Clients who are consumers must submit complaints about payments made without the Client's will or incorrectly to the Bank immediately after becoming aware of the same, but not later than 13 months after the amount of the payment was deducted from the Account. Clients who are not consumers must submit their complaints to the Bank not later than 3 months after the date the Account was debited.

5.3 All claims concerning other Transactions shall be filed with the Bank not later than 3 months after carrying out the Transaction. If the claim is filed later, the Bank will be entitled to disregard it. Any disputes between the Bank and the Client shall be solved in accordance with the general terms and conditions of the Bank.

5.4 The Client shall be responsible for the accuracy of the data presented in his instructions. The Client shall be responsible for the obligations assumed under the agreements concluded via the Internet Bank in accordance with the terms and conditions of the corresponding agreement.

5.5 The Bank shall be liable for the breach of contractual obligations in the cases and pursuant to procedure provided by law, the Agreement and the current account agreement, including:

5.5.1 failure to fulfil or inadequate fulfilment of the instructions given via the Internet Bank and received by the Bank, except in cases provided by Clause 3.6;

5.5.2 transactions carried out without the authorisation of the Client, except in cases provided by Clause 5.6 when the Client is exposed to the risk of damage or in case of fraud by the Client.

5.6 The Client shall be exposed to the risk of damage caused by unauthorised use of the funds on the account until submission of a respective notice to the Bank in accordance with Clause 2.7, which shall not exceed, in case the Passwords are lost or stolen, the retention limit which equals 150 euros.

5.7 The retention limit shall not be applied if the Client has deliberately or due to gross negligence violated the obligations stipulated in the Agreement or in case of fraud by the Client.

### **6. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT**

6.1 This Agreement shall take effect upon signing, and shall be concluded for a term specified in the Agreement.

6.2 The Bank is authorised to make unilateral amendments to the terms and conditions of the

Agreement and the price list, informing the Client hereof in advance pursuant to the procedure and at terms as stipulated in the general terms and conditions of the Bank. If the Client does not accept the amendments, the Client will be entitled to cancel the Agreement in the course of the introductory period, having previously fulfilled all his contractual obligations. If the Client has not cancelled the Agreement during this period, it shall be considered that the Client has accepted the amendments.

6.3 The Client may cancel the Agreement at any time.

6.4 The Bank has the right to ordinary cancellation of the Agreement, informing the Client, who is a consumer, pursuant to procedure as stipulated in the general terms and conditions at least 2 months in advance and other clients at least 1 month in advance hereof.

6.5 The Bank is entitled to cancel the Agreement without following the term for advance notice if the Client violates the terms and conditions of the Agreement.

6.6 The Agreement shall be considered terminated if

6.6.1 the Bank has received a notice on the death of the Client, who is a natural person;

6.6.2 the current account agreements of the bank accounts have lapsed.

6.7 Termination of the Agreement shall have no impact on the collection of receivables that emerged before the termination of the Agreement.