

AS SEB Pank

Terms and conditions of the Internet Bank for private clients

Valid as of 21 June 2021

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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 enabling electronic identification, authorisation of payment transactions or giving signatures and meets the requirements established by the Bank (e.g. ID-card, Mobile-ID, Smart-ID), PIN calculator or SEB Mobile Application means of authentication.

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 confirmation

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: www.seb.ee/eng/everyday-banking/service-channels/internet-bank-private-individuals#security.
11. If the Identification Means is lost or stolen or there is reason to believe that the Identification Means together with the PIN codes has fallen into the possession of a third party, the Client shall immediately notify the Bank's 24-hour Client support phone number 665 5100 or the Bank branch. The Client using an ID-card, Mobile-ID or Smart-ID also notifies the certification service provider of the aforementioned case.

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.
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 has the right to establish limits on the Transactions carried out via the Internet Bank. The limits set by the Bank (standard limits) are available at the Bank's website.
20. The Client has the right to change the limits for the Transactions within the standard limits established by the Bank, and pursuant to the procedure established by the Bank. The limits set forth do not apply to the Transactions executed between the Client's different accounts within the Bank. If the Client has not agreed with the Bank on the limits, the limits are established by the Bank.
21. The Bank may allow the Client to increase the limits above the standard limits pursuant to the procedures established by the Bank.
22. The Bank has the right to change the limits set forth by the Client, without giving a prior notice and reduce them to the standard limits set by the Bank.
23. The limit 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

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 has the right to fulfil an instruction not confirmed by the Client via Identification Means if:
 - 26.1. the value of single payment transactions does not exceed 30 euros (low-value payment) and
 - 26.2. the cumulative amount of previously initiated payment transaction (since the last application of authentication means) does not exceed 100 euros;
 - 26.3. the payment transactions are made between the accounts of the Client at the Bank.
27. The limits of low-value payment transaction listed in clauses 26.1 and 26.2 include payments made via the Internet Bank (incl. payments initiated at any payment service provider) and the SEB Mobile Application.
28. The Bank will not fulfil the instructions if:
 - 28.1. the funds on the Client's account are insufficient for executing the Transaction and deducting the commission fee; or
 - 28.2. the instruction exceeds the established limit; or
 - 28.3. the Bank is unable to contact the Client for verifying the instruction; or
 - 28.4. the Client does not confirm the contents of the instruction upon verification; or
 - 28.5. the account has been blocked or seized; or
 - 28.6. there are other cases arising from legislation, the current account agreement, or any other agreement concluded with the Bank.
29. 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

30. The Bank is not obliged to separately inform the Client if the instructions were not fulfilled due to the reasons indicated in clauses 28 and 29.
31. The Client has the right to receive information about the Transactions via the Internet Bank, and at a Bank branch.
32. 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

33. The Client will pay a commission fee for the Transactions carried out via the Internet Bank in accordance with the Bank's price list.
34. 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.
35. The Client shall ensure that there are sufficient funds on their Bank account for debiting the amounts laid down in clause 34.

Proving

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

Contesting

37. 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.
38. All claims concerning other Transactions must be filed with the Bank no later than 3 months after the Transaction was carried out.
39. 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

40. The Client is liable for the accuracy of the data presented in their instructions.
41. 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.

42. 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:
 - 42.1. 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 28 and 29 of the Agreement; or
 - 42.2. 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.
43. The Client is exposed to the risk of loss caused by the unauthorised use of the funds on the account after an Identification Means 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 10 of the Annex 1 to the Agreement. The amount of the risk of loss shall not exceed 50 euros.
44. The limit mentioned in clause 43 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

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

Amendment

46. The Bank is authorised to make additions and/or amendments to the list of Transactions executed via the Internet Bank at any time.
47. 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.
48. 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.
49. The Internet Bank Agreement can be amended only pursuant to the procedure established by the Bank, in writing, in a form that can be reproduced in writing or electronically (e.g., a Client's application in the required form, submitted to the required channel and accepted by the Bank for execution).
50. If the Client chooses to open an account in the Internet Bank, the Bank will automatically add such account to the Internet Bank Agreement without signing the amendment Agreement.

Termination

51. The Client may cancel the Agreement at any time.
52. 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.
 - 52.1 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.
53. The Agreement is considered terminated if:
 - 53.1. the Bank has received a notice of the Client's death;
 - 53.2. 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.
54. The Bank may also terminate the Agreement on the grounds listed in the general terms and conditions.
55. 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 21 June 2021

Definitions

Appendix 1 is the present Appendix that shall apply when the Client uses the Mobile Application services and which is considered as an integral part of the Internet Bank Agreement.

Biometric security means is a security solution provided by the Client's mobile device that enables authentication of the Client in the Mobile Application via a unique identifier. The Bank unilaterally determines in which cases the solution can be used as an Identification Means.

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.

PIN Codes are Identification Means created by the Client in Mobile Application and are subjects to provisions indicated in this Appendix. The Bank unilaterally determines in which cases the PIN-codes can be used as an Identification Means. 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. During Mobile Application set up, the Client shall access the Mobile Application by the Identification Means permitted by Bank. During Mobile Application set up the Client shall create PIN Codes and may also activate the Biometric Solutions.
7. In order to be able to use the Mobile Application, the Client's means of communication and connections, mobile devices and other necessary tools shall meet the technical and security requirements (including mobile device operating system requirements) specified by the Bank and published on its website. The Bank may update these requirements, if and when necessary. The Client is responsible for compliance with technical and security requirements provided in the Bank's website, the security of own mobile device (for example, when rooting

or jail breaking the device), as well as the security of the connection (for example, during the use of the WiFi networks).

8. If the Client enters an incorrect PIN Code five consecutive times, the Client is required to identify oneself with another Identification Means permitted by the Bank. If the attempts to use the Biometric Solution fail five consecutive times Clients needs to enter the Mobile Application with PIN codes and renewable Biometrics Solution.
9. Sending and receiving payment requests via Mobile Application is merely informative and does not oblige the Client or the beneficiary to make the payment.
10. The Client shall immediately inform the Bank, if
 - 10.1. Client is using functionality "Payments to phone number" and the mobile communications service agreement with the mobile network operator about the use of the Client's mobile phone number is terminated or the Client has ceased to use the relevant mobile phone number. Before informing the Bank the Client, as far as possible, shall first review the consent settings according to Clause 28 of this Appendix;
 - 10.2. mobile device usage has been terminated, including it is lost or stolen;
 - 10.3. the mobile phone number used by the Client for the Mobile Application has been blocked, changed or transferred to any third party.
11. The Client undertakes to use the Mobile Application in person, keep good care of PIN Codes, and other Identification Means to Mobile Application, and avoid third parties from acquiring possession over the same, following the safeguards as established for Identification Means in the Internet Bank Agreement.
12. The Client shall keep the mobile device 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 device.
13. If the mobile device is lost or stolen, or if there is any other risk that any third party might have taken possession of the same and/or become aware of the Identification Means codes:
 - 13.1. the Client shall inform the Bank immediately at the 24-hour Client Support 665 5100, or at a Bank branch; or
 - 13.2. the Client shall restrict access to the Mobile Application in another manner acceptable to the Bank (example: close the Mobile Application in Internet Bank).
14. 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.
15. The Bank may forward notifications regarding the Mobile Application to the Client's mobile device.

Payments

16. 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:
 - 16.1. the Client can confirm the payment in certain amounts without Identification Means pursuant to the terms and conditions of the Internet Bank;
 - 16.2. 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 PIN Codes or with other Identification Means available for use in the Mobile Application.
17. With Biometric Solution the Client can authorise payment transactions if the amount of a single payment is less or equal with EUR 150 and the cumulative amount of previous payment transactions does not exceed EUR 500. If those limits will be met, the Client needs to authorise transaction with PIN codes or some other Identification Means.
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 phone number or name of the beneficiary in payment order.

Liability of the parties

20. The Bank shall be liable for any erroneous payments made without the Client's intent, except for the situations when the losses have occurred due to a loss or theft of the mobile device or other unauthorised use thereof (including, PIN Codes and biometric parameters) and the payment had been executed before the incident had been reported to the Bank in accordance with Clause 13 of the Appendix.

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 restrict some of Mobile Application services or terminate the provision of the Mobile Application service, 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 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;
 - that Client's mobile device does not comply with technical and security requirements provided in the Bank's website, including the security of mobile device itself;
 - 23.3. that the Client has not used the Mobile Application for at least 6 (six) consecutive months;
 - 23.4. other grounds as provided in legislation appear.
24. If the use of the Mobile Application 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 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 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 the Bank's privacy policy.
28. Linking and registration of the Client's mobile phone number and account number in the IBAN Register of Bank of Latvia (hereinafter - Register) is made on Client's consent base to use functionality allowing to make and request payments by mobile phone number to the Bank and other payment institution clients who are users of the Register. The consent is subject to following provisions:
 - 28.1. the Client in the Mobile Application provides:
 - (a) consent to the Bank for registering in the Register the Client's mobile phone number and linked the International Bank Account Number (IBAN) as well as the Client's name and surname;
 - (b) a confirmation that specified mobile phone number belongs to the Client;
 - 28.2. the Client may revoke the consent in settings of the Mobile Application or by submitting another consent for linking the mobile phone number with another IBAN;
 - 28.3. within stage of the payment (payment initiation) or payment request (payment request initiation), the Client's name, surname, IBAN, mobile phone number, as well as the fact of using Register are available to the Bank or other payment institution Clients that are users of the Register functionality.
29. Once the Client has decided to use the respective features in the Mobile Application, the Mobile Application will have access to data such as location, photos and multimedia on the mobile device. The Mobile Application can access the following data on a mobile device, regardless of the features, processes, and access permissions used: memory, contacts, and text messages (SMS) on certain platforms. Based on the data of the Mobile Application, the Bank compiles anonymous statistics on the use of the application.

Appendix 2 to Internet Bank Agreement

Account information service

Valid as of 21 June 2021

Definitions

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

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

Consent is a permission from Client, which allows the Bank to inquire Account information service from ASPSP.

1. The Bank provides Account information services based on the Client's Consent.
2. The 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 payment account information

Consent creation

3. It is considered that the Client has provided Consent for the Account information service if Client has chosen and confirmed the following fields in the Internet Bank:
 - 3.1. the ASPSP where the Client's payment accounts are held and where Client 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 Client.
5. The Client has obligation to create the Consent for private accounts by authenticating him/herself into SEB Internet Bank for private clients. If the Client 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 the 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. Client shall inform the 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 Client, the Bank will automatically request account transaction lists from the ASPSP in accordance with the transaction lists made available by ASPSP.
10. The Bank on behalf of the Client will update account balance information from ASPSP during Client'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. The Bank does not use, access or store any data for purposes other than for performing the Account information service explicitly requested by Client, except if the Client allows using the data for other purposes in accordance with data protection rules.
13. The Bank is not liable for not updating of account information due to technical problems of ASPSP.

Translation. The prevailing text is in Estonian.