

Terms and conditions of the merchant agreement for card transactions

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Definitions

Settlement day is a day on which the bank is open for general banking operations. Usually, the settlement day is any calendar day that is not a Saturday, Sunday, or a national or public holiday.

Authorisation is a query to verify the validity of the card and free funds in the account associated with the card, reserve a transaction sum, or cancel a reservation.

Card organisation is MasterCard Worldwide, Visa International, or any other organisation, the cards of which the merchant accepts under the agreement.

Cardholder is a natural person to whom a card is issued.

Card is an electronic payment instrument that enables the cardholder to make transactions.

Merchant is a legal or natural person with whom the bank has entered into an agreement.

Customer helpline is a helpline that operates 24 hours a day, the telephone number of which the merchant can find on the POS terminal.

Account is the merchant's settlement account which is indicated in the agreement.

Receipt is an electronic or paper printout of the POS terminal with the cardholder's signature, a confirmation of PIN verification, or another confirmation acceptable for the bank that verifies that the transaction took place.

Agreement is the merchant agreement for card transactions concluded between the merchant and the bank with the accompanying instructions and other parts of the agreement (incl. the general terms and conditions and the price list of the bank).

Payment Card Industry data security standard (incl. PCI-DSS, PA-DSS and PTS; <https://www.pcisecuritystandards.org/>) are the requirements and processes supported by the card organisations to protect sensitive card data at the merchant.

Requirements for accepting bankcards is a guide describing the guidelines for accepting the cards. The guide is available on the homepage of the bank at www.seb.ee and is an integral part of the agreement.

POS terminal is an electronic device with necessary auxiliary devices which has a card payment function to complete transactions.

POS terminal guide is an integral part of the agreement that provides information on how to adjust and use the POS terminal. The guide is provided together with the POS terminal.

Point of sale (POS) is the service place indicated in the agreement where the merchant accepts the transactions made with cards.

Bank is AS SEB Pank.

Program is the software for using the POS terminal.

Certification is an action by the bank or a third person authorised by the bank to verify the compliance of the POS terminal with the requirements of the bank and the card organisation.

Chargeback is a claim by the bank to cancel a transaction on the bases described in the agreement and to pay the bank the transaction sum.

Transaction is a transaction for the provision of a service and/or sale of goods or some other transaction allowed by the bank carried out using a card at the POS terminal between the cardholder and the merchant.

Transaction record is electronically saved information regarding the transaction (incl. cancellation of the transaction).

Technical partner is a legal person who performs operations with the POS terminal received from the bank (installation, setup, repair, expert assessment of the POS terminal, etc.).

Strong authentication is identification or authentication of the cardholder based on at least two security elements that function independently of each other and ensure confidentiality of the authentication data. These security elements are only known to or in the possession of the cardholder (e.g. confirming a chip card transaction with a PIN).

Processor is a legal person with whom the bank has entered into an agreement for accepting cards and processing transactions.

Accepting cards

1. The merchant accepts in all cards that are of the card type and comply with the requirements specified in the agreement when performing transactions.
2. The merchant is entitled to refuse to accept a certain card if this right arises from the legislation. The merchant duly informs the cardholders of the cards they do not accept.
3. For accepting a card, the merchant uses the POS terminal certified by the bank or processor and registered in compliance with clause 14.

Security

4. The merchant complies with the requirements of the card organisations and the Payment Card Industry data security standards, which provide secure storage of card data.
5. The merchant shall not save or store sensitive card data.
6. The bank may request the merchant to provide documents certifying that the merchant is compliant with the Payment Card Industry data security standards. In case of a significant payment data security incident, the merchant cooperates with the bank and law enforcement authorities.
7. The merchant shall adhere to the requirements for accepting bankcards and the instructions given by the POS terminal to avoid any misuse of the card or the use of a fake card.
8. The bank has the right to impose compulsory security requirements to the merchant.

General obligations of the merchant

9. The merchant is forbidden to:
 - 9.1. set a minimum and maximum sum on a transaction or impose other unjustified restrictions;
 - 9.2. take an additional fee for the use of the card in addition to the price of goods or services if this is forbidden by legislation;
 - 9.3. accept a card for paying or refinancing the cardholder's debt (an instalment in case of payment in instalments, outstanding invoice, or some other earlier obligation);
 - 9.4. divide a purchase into several transactions or on several receipts, unless the goods or services are paid for as a prepayment, the cardholder has been informed of the payment terms and conditions, and no other agreement with the bank exists;
 - 9.5. give cash based on the transaction or cancellation of the transaction;
 - 9.6. use a means that copies, saves, or stores in some other way information on the magnetic strip or chip of the card or in the data processing system of the merchant about the card or the cardholder;
 - 9.7. provide services, sell products, or make transactions at the point of sale that violate valid legislation, generally accepted ethics standards, or good practice.
10. The merchant undertakes to maintain in a visible place at the point of sale the identification marks of those card organisations, the cards of which they accept. The merchant shall only use promotional materials previously approved by the bank for this purpose.
11. If the merchant is entitled to take a fee for using cards, which is allowed by legislation, the merchant undertakes to adhere to all relevant requirements of this legislation.
12. The interest of the bank to provide the service under the terms and conditions that were agreed upon is dependent on the area of activity of the point of sale (the goods or services stated in the agreement). The merchant shall not change the area of activity stated in the agreement or the location of the POS terminal without the consent of the bank.
13. If the information of the point of sale is changed, a point of sale or a POS terminal is added, or the merchant wishes to change the type of the POS terminal, the merchant files an application about such a change through the Internet Bank for Business. If the bank satisfies the application, it is the basis for changing the data of the agreement and the parties do not conclude a separate annex to the agreement about the change.
14. The merchant maintains records of the POS terminals used by them (among other things, the merchant keeps a register about the serial numbers of the POS terminals and their auxiliary devices in the possession of the merchant by location and keeps these data updated) and, upon the request of the bank, issues the bank a list of POS terminals and their auxiliary devices that are actually used.
15. The merchant shall ensure sufficient protection of the POS terminal and take care that only the merchant's employee(s) and the technical partner can access the POS terminal.
16. The merchant pays all communication costs and other costs incurred in relation to the use of the POS terminal.

Transaction

17. The merchant shall execute transactions, incl. authorise, in compliance with the terms and conditions of the agreement, the requirements for accepting bankcards, the POS terminal guide, the instructions given by the POS terminal, and other guidelines provided by the bank.
18. All sums of a transaction are calculated in the official currency of Estonia, unless the parties have agreed otherwise.

Receipt, confirmation, and cancellation

19. For each transaction made with the POS terminal, the merchant formalises a receipt.
20. If the cardholder or legislation so requires, the merchant gives the cardholder a copy of the receipt that confirms that the card transaction took place. The merchant gives the cardholder the copy along with the goods or services that were the object of the transaction or makes it available on some other permanent data medium.
21. The merchant may not demand the cardholder to sign a receipt, confirm the transaction with their PIN, or complete a contactless payment before the entire sum of the transaction is made known to the cardholder.
22. The merchant executes the transaction at the presence of the cardholder, unless the merchant and the bank have agreed otherwise.
23. Upon the execution of a transaction, the merchant applies strong authentication measures (e.g. confirmation with a PIN) unless it is impossible for the particular card or if exceptions are specified in the agreement or in legislation (e.g. a contactless payment).
24. In the case of the right of preliminary authorisation of a transaction, the merchant shall make the final transaction within 30 days. In the case of transactions made after this term has passed, the bank cannot ensure payment for the transactions.
25. If the merchant operates as an organiser of gambling (e.g. games of chance, lottery, casino, etc.), the merchant, upon the execution of a transaction, shall verify the identity of the cardholder, by marking on the receipt their
 - first and last name;
 - personal identification code or time of birth if the personal identification code is not available;
 - number of identity document (passport, ID card).
26. After the transaction is completed and a copy of the receipt is handed over or made available to the cardholder, the merchant shall not make any changes in the transaction record or on the receipt.
27. If the goods are returned, the transaction can be cancelled through the POS terminal on the same day of the transaction, by following the POS terminal guide and the instructions provided by the POS terminal, or by sending a cancellation request to the processor, if cancellation of the transaction through the POS terminal failed (the card is not present, the transaction was made on an earlier date and has already been sent to the bank from the terminal, etc.).

Organisation of work

28. The employee of the merchant must be identifiable after the transaction. The merchant shall store the data which the identification is based on for at least two years. The bank is entitled to request the merchant information on the employee that made the transaction within two years after the transaction.
29. The bank is entitled to familiarise themselves with the internal work procedure rules of the merchant and other documents that regulate the organisation of work. If this document does not meet the terms and conditions of the agreement, the requirements of the card organisations, or the Payment Card Industry data security standards, the bank may demand that changes and amendments related to the transactions be made in this document.
30. The bank has the right to provide the merchant with compulsory instructions for making transactions that the merchant has to fulfil from the time established by the bank.

Transaction records

31. The merchant shall ensure that the POS terminal forwards transaction records to the bank no later than on the calendar day following the day of the transaction. For that purpose, the merchant checks the POS terminal day-end report, following the POS terminal guide.
32. The bank accepts all transaction records for processing that the merchant has submitted in compliance with the terms and conditions of the agreement.
33. The bank shall have the right at its sole discretion to suspend the processing of the transaction record to specify the circumstances relating to the transaction. The bank shall inform the merchant about the suspension of processing on the next settlement day after the receipt of the transaction record. In this case, the deadline for payment specified in clause 65 extends automatically by the time needed to clarify the circumstances. If a breach of the conditions of the agreement by the merchant or the misuse of a card is discovered, the bank shall have the right not to process the transaction record.

34. When forwarding the transaction record to the bank, the merchant undertakes to ensure
- that all information in the record is correct;
 - the cardholder has received the goods and/or services for the sum stated on the receipt.

Information

35. The merchant can request a transaction report from the Internet Bank.
36. The merchant is entitled to order a regular or one-time transaction report, stating, in addition to the transaction sum, processing fee, and the payable sum, the commission fee paid to the bank that issued the card.
37. The processing fee of a transaction includes the commission fee paid to the bank that issued the card and the scheme fee of the card organisation. The rates of the mentioned fees, which may be changed from time to time, are made available on the web page of the bank and the disclosed information is part of the agreement.

Chargeback

38. The bank may issue a chargeback to the merchant under the following conditions:
- 38.1. the cardholder has not received the promised goods or services;
 - 38.2. the goods or services do not have the promised characteristics;
 - 38.3. in case of a transaction that has to be confirmed by a signature, the signature is missing on the receipt or the signature on the receipt does not match with the signature of the cardholder on the signature strip;
 - 38.4. the transaction has not been authorised as required;
 - 38.5. the receipt is filled out deficiently and/or the merchant's receipt is different from the cardholder's receipt;
 - 38.6. the merchant has made a transaction without the physical presence of the card;
 - 38.7. the person that makes the transaction is not the cardholder;
 - 38.8. the merchant has failed to apply strong authentication measures;
 - 38.9. other terms and conditions of the agreement, incl. the requirements for accepting bankcards, have not been followed.
39. Notwithstanding the above, the bank is entitled to unilaterally deem any invalid receipt as valid. The bank's right to deem this receipt invalid later and file a chargeback upon the bank becoming aware of the deficiencies of the relevant transaction is not compromised by the above.
40. The bank shall notify the merchant of issuing a chargeback via the Internet Bank, by registered mail, fax, or e-mail.
41. The merchant agrees that the bank shall withhold the sum stated in the chargeback from the sums payable to the merchant or debits the relevant sum from the merchant's account.
42. If requested by the bank or processor, the merchant is obliged to present a copy of the receipt with the underlying documents, which prove that the relevant transaction took place. If the merchant fails to present a copy of the receipt compliant with the requirements of the agreement within five settlement days as of the request, the bank may consider the transaction invalid and demand the merchant to pay the transaction sum by withholding it from the sums payable to the merchant or by making the payment from the merchant's account.
43. The merchant shall archive the underlying documentation of the transaction, including documents certifying that the transaction took place (receipt, sales invoice, the list of provided services, etc.), in a place out of reach of unauthorised persons in accordance within the time limits prescribed by law, but not less than two years from the moment the transaction record is transferred to the bank.

POS terminal

44. The conditions of the chapter 'POS terminal' shall apply if the merchant uses a POS terminal received from the bank.
45. The agreement describes the types of technical solutions of POS terminals and fees. The bank gives the merchant POS terminals corresponding to the existence of the POS terminal or the type of the POS terminal.
46. The bank gives the merchant a POS terminal together with a program to be used for accepting cards. A detailed description of the terminal (name of the model and serial number) is included in the instrument of delivery and receipt of the POS terminal.

Delivery and installation

47. Within two settlement days from the moment the agreement is concluded, the technical partner will contact the merchant to make arrangements for the time of installation of the POS terminal.

48. The technical partner
 - installs the POS terminal for the merchant at the agreed time and place and conducts user training;
 - verifies that the point of sale details specified in the agreement, incl. field of activity, are correct;
 - prepares and signs the instrument of delivery and receipt of the POS terminal;
 - gives the merchant the POS terminal guide along with the POS terminal.
49. The merchant
 - ensures the bank or the technical partner access to the point of sale to allow them to install the POS terminal as well as for maintenance, repairs, etc.;
 - ensures existence of necessary means of communication, cables, and power connection for the installation and use of the POS terminal;
 - bears the costs of use of the POS terminal (incl. maintenance materials, electricity, communication costs etc.).
50. If the point of sale information specified in the agreement is incorrect or the merchant fails to ensure the conditions set out in clause 49, the bank may refuse to install the POS terminal.
51. The merchant pays a fee for the installation in accordance with the price list of the bank. The initial user training of the POS terminal is conducted at the cost of the bank. The bank is entitled to collect the costs of additional training from the merchant.
52. If the merchant fails to ensure the conditions set out in clause 49 or has ordered a POS terminal unsuitable for the point of sale, the bank may collect the costs of the second appointment of the technical partner from the merchant.
53. By signing the instrument of delivery and receipt of the POS terminal, the merchant confirms that
 - they have received the POS terminal from the bank;
 - the POS terminal is in working order and meets its purpose;
 - the POS terminal does not have deficiencies;
 - the merchant's information on the receipt is correct;
 - they have undergone necessary training for using the POS terminal and accepting the cards;
 - they have received the POS terminal guide and act in compliance with it.
54. The risk of accidental destruction of and damage to the POS terminal is transferred to the merchant the moment they have signed the instrument of delivery and receipt.

Use, maintenance, and return

55. The merchant undertakes
 - 55.1. to use the POS terminal prudently and carefully and for the purpose specified in the agreement, which is accepting card payments in transactions;
 - 55.2. not to sublease the POS terminal;
 - 55.3. not to give the program into the use of a third person;
 - 55.4. not to make any changes or amendments in the program without the consent of the bank;
 - 55.5. to download a new version of the POS terminal program no later than within ten calendar days from the day they receive the relevant instruction from the bank, processor or technical partner;
 - 55.6. to ensure that the POS terminal is kept secure in the possession of the merchant and that the conditions in the location shall not damage the POS terminal;
 - 55.7. to follow the POS terminal guide and instructions given by the POS terminal and comply with all instructions and guidelines of the bank about the use, maintenance, and security of the POS terminal;
 - 55.8. to notify the bank if the POS terminal is used in a changing location or if the location of the POS terminal needs to be changed (use of the POS terminal in a location not indicated in the agreement is forbidden);
 - 55.9. to call the customer helpline, which operates 24 hours a day, when they have technical questions regarding the POS terminal.
56. The bank or technical partner is entitled to
 - check the state and purpose of use of the POS terminal at any time, maintain it, and enter the merchant's territory and premises to do that, first obtaining the merchant's approval;
 - amend and change the POS terminal program by notifying the merchant of the need to download the new version of the program.

57. If the agreement expires, the point of sale is closed, or the use of the POS terminal is ceased, the merchant undertakes to return the POS terminal within five settlement days at least in the same condition as when the device was received, except for normal wear and tear. The merchant shall return the POS terminal to the location indicated by the bank. The address of return can be obtained by calling the customer helpline.
58. The merchant is entitled to request the representative of the bank or technical partner that has come to check, maintain, or repair the POS terminal, an employment certificate or other document providing their authorisation.

Elimination of failure

59. In case of failure of the POS terminal, the merchant stops using the terminal and calls the customer helpline.
60. If the failure cannot be corrected over the telephone, the parties will agree on repairs or replacement of the POS terminal.
61. The merchant shall return the replaced POS terminal and/or its auxiliary devices as prescribed in the guide accompanying the POS terminal.
62. If the merchant fails to return the defective POS terminal, the bank will calculate the service fee for the use of the POS terminal as provided for in the agreement.
63. The merchant shall not repair or modify the POS terminal themselves (incl. installation of auxiliary devices).
64. If the hardware and software of the POS terminal is defective, the bank shall replace it within five settlement days from receipt of the merchant's notice.

Fees and settlements

Transaction-related settlements

65. The bank shall pay the merchant according to the transactions made in compliance with the agreement within two settlement days as of the day of the transfer of the transaction record. The payment shall be made to the account as provided for in the agreement. If the transaction record is received by the bank on a day that is not a settlement day, the next settlement day is deemed to be the date of receipt of the transaction record.
66. If the transaction record is received by the bank after the time specified in clause 31, the bank has the right to not transfer the sum of transactions to the merchant.
67. The merchant shall pay the bank a processing fee on the transactions in accordance with the rate specified in the agreement.
68. The bank and the merchant have agreed that under clause 65, the bank is entitled to withhold the sums to be paid to the merchant or make a payment from the merchant's account to the extent of the following sums:
 - chargeback sums presented under the agreement;
 - chargeback processing fees in accordance with the price list of the bank;
 - claims and damage caused listed in clause 'Responsibility and dispute resolution' and 'Confidentiality';
 - transaction processing fees and other fees agreed upon between the parties.

POS terminal related settlements

69. If the merchant returns the POS terminal
 - before the 15th day of a month, the bank will not calculate the fee for the month for the use of the POS terminal;
 - on the 15th day of a month or later, the bank will calculate the fee for the entire month.

As an exception, the bank is entitled to request the merchant to pay a service fee of the POS terminal for the month, if the period of use of the POS terminal is less than one month.

70. The day of return of the POS terminal is the date the POS terminal is delivered to the place of return in accordance with the return instructions set out in clause 57.
71. For any additional service that the merchant orders from the bank and that is not included in the agreement, the bank submits an invoice to the merchant. The merchant shall pay the invoice by the term indicated on the invoice.

Monthly fees

72. The merchant shall pay the monthly service fees (e.g. POS terminal service fee) on the 16th day of each month from the settlement account and the merchant shall ensure that there are sufficient funds on the account for making this payment. If the 16th day of the month is a day off or a public holiday, the merchant shall pay the service fee from the merchant's account on the following settlement day.

Debts

73. In case of withholding or payment of any sums proves impossible due to insufficient funds in the account, the bank has the right to make the payment to the extent of the necessary sum from the merchant's other accounts at the bank. In the event of a failure to pay or make a partial payment of a claim, the merchant shall pay a penalty of 0.1% on the outstanding amount per day.
74. In case of outstanding arrears by the merchant, the bank is entitled to set off the arrears of the merchant against any amounts that it would have had to pay to the merchant under the agreement.

Validity, amendment, and termination of the agreement

75. The agreement shall enter into force upon signing and is concluded for an unspecified term.
76. The bank is entitled to amend the agreement unilaterally by notifying the merchant no later than a month before the change takes effect. The bank may notify about a change to the agreement on its web page.
77. If any change to the agreement is not acceptable to the merchant, the merchant is entitled to cancel the agreement during the notification period, fulfilling all contractual obligations before the cancellation. If the merchant has not cancelled the agreement within the specified period, they shall be deemed to have accepted the change.
78. Either party of the agreement is entitled to cancel the agreement by notifying the other party thereof at least one month in advance.
79. The bank has the right to suspend the performance of the agreement, to limit the functionality of the POS terminal, and/or cancel the agreement without a notice in advance, if
 - 79.1. the merchant violates the agreement;
 - 79.2. the facts known to the bank in their logical connection and collection give reason to conclude that the merchant or its related person is related to the misuse of cards;
 - 79.3. the merchant incurs financial arrears to the bank or becomes insolvent;
 - 79.4. no transactions with the POS terminal have been made for two months;
 - 79.5. the merchant has submitted false information to the bank;
 - 79.6. the merchant has changed the field of activity of the point of sale;
 - 79.7. it is required by card organisations;
 - 79.8. other grounds exist arising from the general terms and conditions of the bank.
80. If the grounds for the suspension of the agreement no longer apply, the bank will continue fulfilling its contractual obligations.
81. The termination of the agreement shall not relieve either party from the fulfilment of contractual obligations. The merchant undertakes to pay all chargebacks submitted to the merchant and other contractual obligations as agreed in clause 68 after the expiration of the agreement until all obligations are fulfilled.
82. Upon the termination of the agreement, the merchant refrains from using the service marks and trademarks and design related to the cards and does not refer to them in any way.

Responsibility and dispute resolution

83. A party to the agreement is liable for the direct material damage to the other party and a third party arising from the violation of the requirements specified in the agreement.
84. The merchant is liable for damage arising from a transaction made without the physical presence of the card, incl. chargeback claim, regardless whether making a transaction without the physical presence of the card is allowed or not.
85. The merchant is obliged to compensate to the bank, among other things, the claims of fine issued to the bank by a card organisation due to the violation of clause 4.
86. In case the merchant damages the POS terminal, the merchant shall compensate the bank the restoration value of the POS terminal, which is in agreement with the expert assessment of the bank. The bank will present the merchant the expert opinion together with the invoice for the recovery value within a reasonable time.
87. If the POS terminal is destroyed, lost, stolen, or rendered unusable, the merchant shall compensate the bank the residual value of the POS terminal. The parties are guided by the expert opinion of the manufacturer of the POS terminal or the technical partner.
88. If the merchant incurs a debt to the bank for two consecutive months in the amount of the monthly service fee, the bank is entitled to take back the POS terminal from the merchant. If this is impossible, the bank considers the POS terminal lost and demands the merchant to compensate the residual value of the POS terminal.

89. If the merchant fails to return the POS terminal pursuant to the procedure prescribed in clause 57, the bank is entitled to demand the merchant payment of contractual penalty in the amount of ten euros for each day delayed in returning the terminal and take back the POS terminal from the merchant. If taking back is impossible, the bank is entitled to consider the POS terminal lost and demand the merchant to compensate the residual value of the POS terminal.
90. The bank shall not be liable for any damage arising from the use of sub-standard communications network or connection. In the event of failures in the communication network or connection, using the POS terminal until the failures are eliminated shall be forbidden. The costs of eliminating failures shall be paid by the merchant.
91. Notwithstanding the terms laid down in the settlement account agreement, the merchant undertakes to submit all transaction-related claims no later than within 2 years from the execution of the transaction. A claim submitted later shall be deemed expired.
92. Disputes arising from the agreement shall be resolved by way of negotiations based on the general terms and conditions of the bank.

Confidentiality

93. The merchant shall maintain the confidentiality of information that has become known to them during the performance of the agreement, especially the data on the cardholders and their activities (the data of cardholders shall be considered banking secrecy within the meaning of the Credit Institutions Act). The confidentiality obligation is valid for an unspecified term. The merchant shall ensure that all the merchant's employees are aware of the obligation to maintain confidentiality and observe it.
94. The merchant undertakes to use the data and the information collected during the performance of the agreement only to fulfil their obligations under the agreement (for completing a transaction). This obligation shall be valid after the expiration of the agreement.
95. The terms and conditions of the agreement (except for product conditions published on the web page of the bank) are confidential and not allowed to be revealed to a third person, unless the right or obligation of disclosure arises from legislation or the general terms and conditions of the bank or if the card organisations request it.
96. If the merchant violates the confidentiality obligation, the merchant shall pay the bank claims arising from the violation of clauses 4-6 and pay in addition a contractual penalty of 3,000 euros for each violation.

Other provisions

97. The agreement is governed by the law of the Republic of Estonia. In matters not regulated by the agreement, the parties shall be guided by the general terms and conditions and the price list of the bank and good banking practice.
98. The bank is entitled to make available to the merchant information required by legislation or that is part of the agreement on the web page of the bank.
99. The merchant shall not assign or transfer its rights and obligations arising from the agreement without the consent of the bank. Every assignment and transfer without a prior written permission of the bank is invalid.
100. The bank is entitled to transfer and assign its rights and obligations under the agreement, by notifying the merchant thereof 1 month in advance.