

Terms and Conditions of the Merchant Agreement for Card Transactions

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Definitions

Settlement Day is a day when the Bank is open for general banking operations. Generally, 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 on the account associated with the card, reserve a transaction amount, 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 cardholders to make transactions.

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

Customer helpline is a helpline of a technical partner that operates 24 hours a day.

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

Receipt is an electronic or paper printout of the application or 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 issued by the card organisations to protect sensitive card data at the merchant.

Requirements for accepting bank cards is a guide describing the guidelines for accepting cards. The guide is available on the bank's website at www.seb.ee/en and forms an integral part of the agreement.

POS terminal is an electronic device with a card payment function to complete transactions, and its required auxiliary devices. POS terminal guide is an integral part of the agreement that provides information on how to set up 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.

Application is software that is downloaded onto an Android smart device for accepting and processing contactless card payments. The payment solution based on the application is called 'POS on phone'.

Certification is an action by the bank or by 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 amount.

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 (installation, setup, repair, expert appraisal of the POS terminal, etc.) on behalf of the bank.

Strong authentication is the identification or authentication of the cardholder based on at least two security elements that function independently of each other and ensure the 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 the bank or a legal person with whom the bank has entered into an agreement for accepting cards and processing transactions.

Accepting cards

1. The merchant accepts all cards that are of the card type and comply with the requirements specified in the agreement when performing transactions.
2. The merchant may 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 or application 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 the procedure for the secure storage of card data.
5. The merchant shall not store or save 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 adheres to the requirements for accepting payment cards and the instructions given by the POS terminal or application 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 on the merchant.

General obligations of the merchant

9. The Merchant is forbidden from:
 - 9.1. setting a minimum and maximum amount on a transaction or imposing other unjustified restrictions, unless otherwise specified in an annex to the agreement;
 - 9.2. charging 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. accepting 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. dividing 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 clearly of the terms and conditions of payment, and no other agreement with the bank exists;
 - 9.5. issuing cash, gift cards, etc. based on the transaction or the cancellation of the transaction;
 - 9.6. using equipment 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. providing services, selling products, or making transactions at the point of sale that violate valid legislation, generally accepted moral 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 only uses promotional materials previously approved by the bank for this purpose.
11. If the merchant is legally entitled to charge a fee for using cards, the merchant adheres to all relevant requirements of this legislation.
12. The merchant does not change the area of activity of the point of sale stated in the agreement or the location of the POS terminal without the consent of the bank. The interest of the bank in providing 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).
13. If the information of the point of sale, indicated in the agreement, 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 regarding 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 this 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 ensures the sufficient protection of the POS terminal or the smart device running the application and takes care that only the merchant's employee(s) and the technical partner have access to the POS terminal or the application.

Transaction

16. The merchant executes transactions, incl. authorises them, in compliance with the terms and conditions of the agreement, the requirements for accepting bank cards, the guide of the POS terminal or the application, the instructions given by the POS terminal or the application, and other guidelines provided by the bank.
17. All transaction amounts are calculated in the official currency of Estonia unless the parties have agreed otherwise.

Receipt, confirmation, and cancellation

18. For each transaction made with the POS terminal or the application, the merchant prepares a receipt.
19. 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.
20. 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 amount of the transaction is made known to the cardholder.
21. The merchant executes the transaction in the presence of the cardholder, unless the merchant and the bank have agreed otherwise.

22. 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).
23. In the case of the right of preliminary authorisation of a transaction, the merchant makes 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.
24. After the transaction is completed and a copy of the receipt is handed over or made available to the cardholder, the merchant does not make any changes in the transaction record or on the receipt.
25. If the goods are returned, the transaction can be cancelled through the POS terminal or the application on the day of the transaction by following the POS terminal or the application guide and the instructions provided by the POS terminal or the application or by sending a cancellation request to the processor if the cancellation of the transaction through the POS terminal or the application 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

26. The employee of the merchant must be identifiable after the transaction. The merchant stores 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.
27. 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 any such 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.
28. 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

29. The merchant ensures that the POS terminal or application 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 day-end report of the POS terminal or the application, following the POS terminal or the application guide.
30. The bank accepts all transaction records for processing that the merchant has submitted in compliance with the terms and conditions of the agreement.
31. The bank has the right to suspend the processing of the transaction record at its sole discretion to specify the circumstances relating to the transaction. The bank informs 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 79 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 has the right to not process the transaction record.
32. 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 amount stated on the receipt.

Information

33. The merchant can request a transaction report from the Internet Bank.
34. The merchant is entitled to order a regular or one-time transaction report, stating, in addition to the transaction amount, the processing fee, and the payable amount, the commission fee paid to the bank that issued the card.
35. 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 these fees, which may be changed from time to time, are made available on the website of the bank and the disclosed information is part of the agreement.

Chargeback

36. The bank may issue a chargeback to the merchant under the following conditions:
 - 36.1. the cardholder has not received the promised goods or services;
 - 36.2. the goods or services do not have the promised characteristics;
 - 36.3. 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;

- 36.4. the transaction has not been authorised as required;
 - 36.5. the receipt is filled out deficiently and/or the merchant's receipt is different from the cardholder's receipt;
 - 36.6. the merchant has made a transaction without the physical presence of the card;
 - 36.7. the person that makes the transaction is not the cardholder;
 - 36.8. the merchant has failed to apply strong authentication measures;
 - 36.9. other terms and conditions of the agreement, incl. the requirements for accepting bank cards, have not been followed.
37. Notwithstanding the above, the bank may 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.
 38. The bank notifies the merchant of issuing a chargeback via the Internet Bank, by registered mail, or e-mail.
 39. The merchant agrees that the bank will withhold the amount stated in the chargeback from the amounts payable to the merchant or pay the relevant amount from the merchant's account.
 40. If requested by the bank or processor, the merchant presents 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 amount by withholding it from the amounts payable to the merchant or by making the payment from the merchant's account.
 41. The merchant archives 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 with 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

42. The conditions of the chapter 'POS terminal' apply if the merchant uses a POS terminal received from the bank.
43. 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.
44. The bank gives the merchant a POS terminal together with the software 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

45. 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.
46. The technical partner
 - installs the POS terminal for the merchant at the agreed time and place and conducts user training;
 - verifies that the details of the point of sale specified in the agreement, incl. the 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.
47. The merchant
 - ensures that the bank or the technical partner has access to the point of sale to allow them to install the POS terminal as well as carry out maintenance, repairs, etc.;
 - ensures the 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. consumable materials, electricity, communication costs, etc.).
48. If the information of the point of sale specified in the agreement is incorrect or if the merchant fails to ensure the conditions set out in clause 47, the bank may refuse to install the POS terminal.
49. 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 expense of the bank. The bank may collect the costs of additional training from the merchant.

50. If the merchant fails to ensure the conditions set out in clause 47 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.
51. 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 any deficiencies;
 - the merchant's information on the receipt is correct;
 - they have undergone the necessary training for using the POS terminal and accepting the cards;
 - they have received the POS terminal guide and act in compliance with it.
52. The risk of accidental destruction of and damage to the POS terminal is transferred to the merchant at the moment of signing the instrument of delivery and receipt of the POS terminal.

Use, maintenance, and return

53. The merchant
 - 53.1. uses the POS terminal prudently and carefully and for the purpose specified in the agreement, which is accepting card payments during transactions;
 - 53.2. does not to sublease the POS terminal;
 - 53.3. does not allow the software to be used by a third person;
 - 53.4. does not to make any changes or upgrades in the software without the consent of the bank;
 - 53.5. downloads a new version of the POS terminal software no later than within ten calendar days from the day they receive the relevant instructions from the bank, processor, or technical partner;
 - 53.6. ensures that the POS terminal is kept secure in the possession of the merchant and that the conditions in the location do not damage the POS terminal;
 - 53.7. follows the POS terminal guide and instructions given by the POS terminal and complies with all instructions and guidelines of the bank about the use, maintenance, and security of the POS terminal;
 - 53.8. may use the POS terminal in a point of sale with a changing location if agreed with the bank;
 - 53.9. calls the customer helpline, which operates 24 hours a day, when they have technical questions regarding the POS terminal.
54. The bank or technical partner is entitled to
 - check the state and purpose of use of the POS terminal, carry out maintenance of it, and enter the merchant's territory and premises to do that, first obtaining the merchant's approval;
 - upgrade and change the POS terminal software by notifying the merchant of the need to download a new version of the software.
55. If the agreement expires, the point of sale is closed, or the use of the POS terminal is ceased, the merchant returns the POS terminal within five settlement days at least in the condition in which the device was received, except for normal wear and tear. The merchant returns the POS terminal to the location indicated by the bank. The address of return can be obtained by calling the customer helpline.
56. The merchant may request the representative of the bank or technical partner that has come to check, maintain, or repair the POS terminal to provide an employment certificate or other document proving their authorisation.
57. In the case of any damage to the POS terminal, the merchant will compensate the reinstatement value of the POS terminal to the bank, which corresponds to the expert appraisal of the bank. The bank submits to the merchant such expert appraisal together with the invoice for the reinstatement value within a reasonable time.
58. If the POS terminal is destroyed, lost, stolen, or becomes unfit for use, the merchant will compensate the residual value of the POS terminal to the bank. The parties proceed from the expert appraisals of the producer of the POS terminal or the technical partner.
59. If a merchant fails to pay the service fees for two consecutive months to the bank, the bank may confiscate the POS terminal from the merchant. In case this is impossible, the bank will consider the POS terminal to be lost and will require the merchant to compensate the residual value of the POS terminal.
60. If the merchant does not return the POS terminal pursuant to the procedure set out in clause 55, the bank may request that the merchant pay a contractual penalty of ten euros for each day that the return of the device is delayed and to confiscate the POS terminal from the merchant. Should confiscation prove to be impossible, the bank may consider the POS terminal to be lost and require the compensation of the residual value of the POS terminal from the merchant.

Elimination of failures

61. In case of a failure of the POS terminal, the merchant stops using the terminal and calls the customer helpline.
62. If the failure cannot be corrected over the telephone, the parties will agree on the repairs or replacement of the POS terminal.
63. The merchant returns the POS terminal to be replaced and/or its auxiliary devices as prescribed in the guide accompanying the POS terminal.
64. 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.
65. The merchant does not repair or modify the POS terminal themselves (incl. installation of auxiliary devices).
66. If the hardware and software of the POS terminal is defective, the bank replaces it within five settlement days from the receipt of the merchant's notice.

Application

67. The terms and conditions of the chapter 'Application' are valid if the merchant uses its own Android-based smart device with the downloaded application for accepting and processing contactless card payments.

Configuration

68. After concluding the agreement with the bank, the merchant will be e-mailed information for the activation of their account.
69. The technical partner
 - conducts user training for the merchant if necessary;
 - provides consultations.
70. The merchant
 - ensures the existence of communication and power lines that are necessary for the use of the application;
 - bears the costs associated with the use of the application (including consumables, electricity, communications costs, etc.).
71. The bank is not liable for downloading the application to the merchant's device, for configuring it, and for the accidental destruction of and damage to the merchant's smart device.
72. If the information about the point of sale indicated in the agreement is false or the merchant does not ensure the conditions required in clause 70, the bank may suspend the use of the application.
73. The initial user training of the application is conducted at the expense of the bank. The bank may collect the costs of additional training from the merchant.

Use and maintenance

74. The merchant
 - 74.1. uses the application for the purposes stipulated in the agreement;
 - 74.2. does not allow a third party to use the application;
 - 74.3. downloads a new version of the application as soon as possible when they receive an order to that effect from the bank, the processor, or the technical partner;
 - 74.4. complies with the application guide and the instructions provided by the application as well as all precepts and orders of the bank regarding the use, maintenance, and security of the application;
 - 74.5. may use the application in a point of sale with a changing location if agreed so with the bank;
 - 74.6. calls the customer helpline, indicated in the guide, when they have technical questions regarding the application.
75. The bank or the technical partner may upgrade and change the application, informing the merchant of the need to download a new version.
76. If the merchant fails to pay the service fees for two consecutive months to the bank, the bank may suspend the use of the application.

Elimination of failures

77. In case of a failure of the application, the merchant stops using the application and calls the customer support helpline.

78. The bank is not liable for the malfunctions of the application and of the smart devices used for running the application and for the elimination of such failures.

Fees and settlements

Settlements related to transactions

79. The bank generally pays the merchant for the transactions made in compliance with the agreement on the calendar day following the day of forwarding the transaction record and no later than within two settlement days. The payment is made to the account provided in the agreement.
80. If the transaction record is received by the bank after the time specified in clause 29, the bank has the right to not transfer the sum of transactions to the merchant.
81. The merchant pays the bank a processing fee on the transactions in accordance with the rate specified in the agreement.
82. The bank and the merchant have agreed that under clause 79, the bank withholds the amounts to be paid to the merchant or makes a payment from the merchant's account to the extent of the following amounts:
- chargeback amounts presented under the agreement;
 - chargeback processing fees in accordance with the price list of the bank;
 - claims and damage caused, listed in the chapters 'Responsibility and dispute resolution' and 'Confidentiality';
 - transaction processing fees and other fees agreed upon between the parties.

Settlements related to the POS terminal

83. If the merchant returns the POS terminal
- before the 15th day of a month, the bank will not calculate the fee for the use of the POS terminal for that month;
 - on the 15th day of a month or later, the bank will calculate the fee for the entire month.
- As an exception, the bank may request the merchant to pay a service fee of the POS terminal for one month if the period of use of the POS terminal is less than one month.
84. The date of return of the POS terminal is the date on which the POS terminal is delivered to the place of return in accordance with the return instructions set out in clause 55.
85. 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 pays the invoice by the term indicated on the invoice.

Monthly fees

86. The bank will debit the monthly service fee (e.g. the POS terminal or the application service fee) from the settlement account of the merchant on the 16th day of each month and the merchant ensures that there are sufficient funds on the account for making this payment.

Debts

87. If withholding or paying any amounts proves impossible due to insufficient funds on the account, the bank has the right to make the payment to the extent of the necessary amount 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 pays an interest on arrears in the amount of 0.1% on the outstanding amount per day.
88. The bank may 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

89. The agreement enters into force upon signing and is concluded for an unspecified term.
90. The bank is entitled to amend the terms and conditions of the agreement and the price list unilaterally by notifying the merchant pursuant to the procedure and the deadline stipulated by the general terms and conditions of the bank.
91. If any change to the agreement is not acceptable to the merchant, the merchant is entitled to cancel the agreement during the review period, provided they fulfil all contractual obligations before the cancellation. If the merchant has not cancelled the agreement within the specified period, they will be deemed to have accepted the change.

92. Either party of the agreement may cancel the agreement by notifying the other party thereof in writing at least one month in advance.
93. The bank may suspend the performance of the agreement, limit the functionality of the POS terminal or the application, and/or cancel the agreement without a notice in advance, if
 - 93.1. the merchant violates the agreement;
 - 93.2. the facts known to the bank in their logical connection and collection give reason to conclude that the merchant or a person connected to them is related to the misuse of cards;
 - 93.3. the facts known to the bank in their logical connection and collection give reason to conclude that the point of sale is related to the misuse of cards;
 - 93.4. the merchant incurs financial arrears to the bank or becomes insolvent;
 - 93.5. no transactions with the POS terminal or the application have been made for two months;
 - 93.6. the merchant has submitted false information to the bank;
 - 93.7. the merchant has changed the field of activity of the point of sale;
 - 93.8. it is required by card organisations;
 - 93.9. other grounds exist arising from the general terms and conditions of the bank.
94. If the grounds for the suspension of the agreement no longer apply, the bank will continue to fulfil its contractual obligations.
95. The termination of the agreement does not relieve either party from the fulfilment of contractual obligations. The merchant pays all chargebacks submitted to the merchant and other contractual obligations as agreed in clause 82 after the expiration of the agreement until all obligations are fulfilled.
96. 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

97. A party to the agreement is liable for the direct material damage to the other party and to third parties arising from the violation of the requirements specified in the agreement.
98. The merchant is liable for damage arising from a transaction made without the physical presence of the card, incl. a chargeback claim, regardless of whether making a transaction without the physical presence of the card is allowed or not.
99. The merchant is obligated to compensate to the bank, among other things, claims for a fine issued to the bank by a card organisation due to the violation of clause 4.
100. The bank is not liable for any damage arising from the use of sub-standard communication networks or connections. In the event of failures in the communication network or connection, using the POS terminal or the application until the failures are eliminated is forbidden. The costs of eliminating failures are borne by the merchant.
101. Notwithstanding the terms laid down in the current account agreement, the merchant submits all transaction-related claims no later than within 2 years from the execution of the transaction. A claim submitted later will be deemed expired.
102. Disputes arising from the agreement are resolved pursuant to the general terms and conditions of the bank.

Confidentiality

103. The merchant maintains the confidentiality of information that has become known to them during the performance of the agreement, particularly the data on the cardholders and their activities (the data of cardholders is considered information subject to banking secrecy within the meaning of the Credit Institutions Act). The confidentiality obligation is valid for an unspecified term. The merchant ensures that all the merchant's employees are aware of the obligation to maintain confidentiality and observe it.
104. The merchant uses 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 will be valid also after the expiration of the agreement.
105. The terms and conditions of the agreement (except for product conditions published on the website of the bank) are confidential and cannot be revealed to third parties, 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.
106. If the merchant violates the confidentiality obligation, the merchant pays the bank claims arising from the violation of clauses 4–6 and, in addition, a contractual penalty of 3,000 euros for each violation.

Other provisions

107. The agreement enters into force upon signing and is concluded for an unspecified term, unless the parties have agreed otherwise.
108. The agreement is governed by the law of the Republic of Estonia. In matters not regulated by the agreement, the parties will be guided by the general terms and conditions, the price list, and the terms of settlement of the bank and good banking practice.
109. The bank is entitled to make available to the merchant information that is required by legislation or that is a part of the agreement on the website of the bank.
110. The merchant does not assign or transfer its rights and obligations arising from the agreement to another merchant without the consent of the bank. Every assignment and transfer without the prior written permission of the bank is invalid.
111. The bank is entitled to transfer and assign its rights and obligations under the agreement by notifying the merchant thereof 1 month in advance.