

TERMS AND CONDITIONS OF EXPRESS NOTIFICATION SERVICE CONTRACT

Valid as of 01.01.2012

This agreement (hereinafter the Agreement) is concluded between AS SEB Pank (hereinafter the Bank) and an individual who has an account in the Bank (hereinafter the Client) with the purpose of regulating the relations between the Client and the Bank in using the Express Notification Service. With concluding the Agreement the Client authorises the Bank, according to the procedure provided in the Agreement, to give notices of the events on the Client's bank account as specified in the Agreement.

1. Express Notification is a service of the Bank that enables the Client to get information on the events established in the Agreement via a channel specified in the Agreement.

2. The Bank has the right to add to and/or change the list of events to be notified with the Express Notification Service at any time.

3. The Client agrees that under this Agreement the Bank may forward information specified in the Agreement to the Client via third persons (e.g. mobile network operator).

4. The Bank forwards the information specified in the Agreement only to the address of the channel determined by the Client.

5. The Client undertakes to make the best efforts to protect and prevent the access of third persons to the channel of receiving the information specified in the Agreement and guarantee that the channel of receiving the information is not used by third persons. Should the Client fail to perform the said obligations, the Client shall bear the risk of third persons having access to the information forwarded by the Express Notification Service.

6. The Client shall immediately inform the Bank, if the mobile network agreement concluded with the mobile network operator has been terminated or if the mobile phone number has changed.

7. The Bank shall not be responsible for damage caused by failure to perform its duties, if such damage is caused by *Force majeure* or any other circumstances beyond the Bank's control.

8. For using the Express Notification Service the Client shall pay the Bank a commission fee specified in the Bank's price list. The Bank has the right to withhold in the Client's account the commission fee for the completed notifications on the basis of the price list.

9. The Bank has the right to suspend performance of the Agreement, if the Client has not paid a commission fee to the Bank for at least one day. The Agreement suspended due to an outstanding commission fee shall reactivate automatically on the day following the payment of the commission fee.

10. The Bank has the right to unilaterally amend the terms and conditions of the Agreement and the price list by notifying the Client thereof in advance pursuant to the procedure and by the terms set out in the General Terms and Conditions of the Bank. The Client has the right to cancel the Agreement during the introduction period if the amendments are not acceptable for the Client, whilst all the obligations arising from the Agreement must be performed prior to such cancellation. If the Client has not cancelled the Agreement within this term, it shall be deemed that the Client has agreed to the amendments.

11. The Client has the right to cancel the Agreement at any time.

12. The Bank has the right of ordinary cancellation of the Agreement by notifying the client who is a consumer thereof at least 2 months in advance and other clients at least 1 month in advance pursuant to the procedure set forth in the General Terms and Conditions.

13. The Bank is entitled to block the use of the Express Notification Service or extraordinarily cancel the Agreement without following the term of advance notice, if the Bank has learned about a fact that the mobile network agreement concluded between the account holder or the user and the mobile network operator has been terminated or if the phone number tied to the agreement has changed.

14. The Agreement shall expire, if:

14.1 the Bank has been notified of the death of a Client who is a natural person;

14.2 the Current Account Agreement concluded between the Bank and the Client has expired.

15. The termination of the Agreement shall have no impact on the collection or satisfaction of monetary claims incurred before the expiry of the Agreement.

16. Any issues between the Bank and the Client not regulated by the Agreement shall be regulated by the General Terms and Conditions of the Bank and the Current Account Agreement concluded between the Client and the Bank.

17. Any disputes between the Parties that arise in the course of performing the Agreement shall be solved pursuant to the legislation valid in the Republic of Estonia.