

Terms and conditions of mobile payment and notification service agreement

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Contents

General principles	2
Mobile phone number associated with the service	2
Use of the service	2
Security	2
Executing mobile payment orders	3
Blocking of the service	3
Payment obligation of the account owner	3
Responsibility of the parties	3
Responsibility of the bank	3
Responsibility of the account owner	4
Challenging an operation	4
Validity, amendment and cancellation of the agreement	4
Confidentiality	5

Definitions

Price list is the price list of the bank.

Instructions are instructions for the use of the mobile payment and notification service given by the bank.

User is a natural person authorised to use the mobile payment and notification service. The account owner may also be the user.

Account owner is a person that has a current account in the bank.

Code is a secret personal identification number that the bank issues to the account owner upon the activation of the mobile payment service. This code will be considered the signature of the user upon confirming the mobile payment.

Agreement is the mobile payment and notification service agreement that sets out the rights and obligations arising from use of the service. The client may ask for information about the terms and conditions of the agreement from the bank free of charge at any time.

Mobile payment is the service that enables receiving and making mobile payments with a mobile phone.

Bank is AS SEB Pank.

Main account is the current account of the account owner to and from where mobile payments are made.

Notification service is the service that enables the user to get information about the events fixed in the agreement through the channel specified in the agreement.

Service is the mobile payment and/or notification service.

General principles

1. To use the service, the bank and the account owner will conclude an agreement specifying inter alia the following
 - 1.1. user;
 - 1.2. mobile phone number;
 - 1.3. main account;
 - 1.4. maximum limits of mobile payments (if no limits are specified in the agreement, the standard limits established by the bank shall apply);
 - 1.5. events and current accounts for which the user requests notifications;
 - 1.6. channel where the bank sends the notifications.
2. Mobile payments can be made to a person who has entered into a mobile payment and notification service agreement with the bank or a similar agreement with another bank.
3. The bank is entitled to add or change operations of the service or terminate the provision of the service at any time.
4. The client pays a fee, which has been specified in the price list, for the conclusion of the agreement and for the use of the service.
5. In mutual relationships not governed by the agreement, the bank, the account owner and the user are guided by the general terms and conditions of the bank and the current account agreement concluded between the bank and the account owner.
6. The bank forwards messages to the mobile phone for the purposes of and under the terms and conditions set out in the general terms and conditions of the bank.
7. The account owner receives information about mobile payments from the Internet Bank and a branch of the bank.
8. Instructions are available in branches of the bank and on the webpage at www.seb.ee. The bank is entitled to change the instructions and will publish the changes on its webpage.
9. If the user is not the account owner, the account owner shall introduce the user to the terms and conditions of the agreement and the instructions (especially security requirements) and shall ensure that the user knows and follows them.

Mobile phone number associated with the service

10. The mobile phone number is associated with the main account. If a third person makes a payment with the mobile phone number and in accordance with the instructions, the bank will transfer the sum to the main account.
11. The bank sends notifications to the mobile phone number set out in the agreement.
12. The account owner and the user shall notify the bank immediately of the termination of a mobile communication agreement and changes in the mobile phone number.

Use of the service

13. The user makes mobile payments within the limits of the sum on the main account and the limits set out in the agreement.
14. The user complies with the terms and conditions of the agreement and the instructions for using the service.
15. If the bank has sufficient information to identify the user, who is not the account owner, the user can
 - 15.1. change the code for confirming mobile payments;
 - 15.2. assign and remove current accounts associated with the notification service, the owner or authorised user of which they are;
 - 15.3. change the events and channels of the notification service.

Security

16. The user is identified when using the service based on the mobile phone number of the user specified in the agreement.
17. The user confirms mobile payments with the code. The account owner may reveal the code to the user.
18. The user shall carefully preserve the mobile phone, SIM card and the code, i.e. they shall not save the code on any data medium and shall avoid the transfer of these into the possession of a third person.

19. However, in the case of loss or theft of the mobile phone, SIM card or the code, interception of a e-mail account or in other cases, where a risk has arisen that one of these has been transferred into the possession of a third person, the user immediately notifies the customer service of the bank operating 24/7 thereof, forwards the notification in the bank branch or notifies of the event by using some other means accepted by the bank.
20. The user notifies the bank immediately of any errors or failures preventing the use of the service.

Executing mobile payment orders

21. The bank executes mobile payment orders by the term specified in and pursuant to the procedure valid at the bank.
22. The bank is entitled not to execute a mobile payment order if
 - 22.1. the main account or the account in relation to which notifications are sent is blocked or seized;
 - 22.2. use of the service has been blocked;
 - 22.3. the order exceeds the set limit;
 - 22.4. the user has not followed the instructions;
 - 22.5. the main account has insufficient funds for making the mobile payment or for the payment of service fees;
 - 22.6. any other basis arises from a legal act or a current account agreement concluded with the bank.
23. The bank assumes that mobile payments made and notification services subscribed to are in compliance with the intentions of the account owner until proven otherwise or until the user or the account owner has not notified the bank as set out in clause 19.

Blocking of the service

24. The user and the account owner are entitled to request that the bank block the service at any time.
25. The bank is entitled to block the service completely or partially (incl. reduce limits) if
 - 25.1. the account owner or the user has violated any contractual obligations;
 - 25.2. the bank has become aware of a fact leading to a reasonable conclusion that
 - the service is used or may be used against the will of the account owner (e.g. there is a risk that an unauthorised person knows the code);
 - the account owner or the user is involved in fraud;
 - blocking is necessary for some other security consideration;
 - 25.3. the mobile communication agreement concluded between the account owner or the user and the mobile communication company has expired;
 - 25.4. the mobile number associated with the agreement has changed;
 - 25.5. the user enters the code incorrectly three times in succession;
 - 25.6. any other basis arises from the general terms and conditions of the bank or a legal act.

Payment obligation of the account owner

26. The bank debits the main account in the extent of the mobile payment sum and service fee as specified in the price list.
27. The account owner shall ensure that there are sufficient funds on the main account for making mobile payments and for the payment of service fees specified in the price list.
28. The bank debits the full monthly service fee from the account owner who is a business customer, even if the agreement has been terminated during the month.
29. The bank debits the notification service fee from the service fee account specified in the agreement.

Responsibility of the parties

Responsibility of the bank

30. The bank is responsible in cases and under the conditions established in the current account agreement.
31. The bank is responsible for mobile payments made against the will of the account owner, except when the account owner or the user is bearing the risk of theft, loss or other unjustified use of the mobile phone, SIM card or the code, or when the account owner or the user has been involved in fraud.

32. The bank is not responsible for the non-fulfilment or late fulfilment of a payment order, if the order
 - 32.1. has not reached the bank or
 - 32.2. has reached the bank late due to a failure of the mobile communication company, a person or organisation mediating the order or some other third person.
33. The bank is responsible for the secrecy of notification messages until the message has been sent to the chosen information channel.

Responsibility of the account owner

34. The account owner is responsible for all mobile payments, except when provided otherwise in the agreement or in the law.
35. In the case of theft, loss or other unjustified use of the mobile phone, SIM card or the code, the account owner will bear the risk until notification of the above incident in a way accepted by the bank, but not in an extent exceeding the personal liability limit.
36. Personal liability limit is the limit established in the Law of the Obligations Act. Pursuant to the valid Law of the Obligations Act, the limit is 50 euros.
37. Personal liability limit shall not be applied and the account owner shall bear fully responsibility for caused damages, if the account owner or the user has been involved in fraud or violated deliberately or due to gross negligence a contractual obligation.

Challenging an operation

38. The account owner or the user submits to the bank a claim concerning mobile payment made against the will of the account owner or an incorrectly executed mobile payment order immediately after becoming aware of such payment. However,
 - 38.1. a private customer can challenge the payment no later than within 13 months after the payment sum has been debited from the account;
 - 38.2. a business customer can challenge the payment no later than within 3 months after the payment sum has been debited from the account.
39. The account owner or the user submits to the bank all claims concerning other operations no later than within three months from the challenged operation.
40. If a claim is submitted later than the term specified in these terms and conditions, the bank is entitled to reject it.
41. The account owner and the bank shall resolve any disputes in compliance with the general terms and conditions of the bank.

Validity, amendment and cancellation of the agreement

42. The agreement will enter into force as of the moment of signing and is concluded for an unspecified term. If the agreement is concluded in the Internet Bank or through some other electronic channel of the bank, the agreement will enter into force as of the moment the account owner gives permission for the conclusion of the agreement by way of the code card or PIN calculator passwords, digital signature or some other acceptable Internet Bank method.
43. The bank is entitled to amend the terms and conditions of the agreement and the price list, serving an advance notice about the changes to the account owner pursuant to the procedure and by the term set out in the general terms and conditions of the bank.
44. If the amendment is not acceptable by the account owner, the account owner is entitled to cancel the agreement during the period of examination after the fulfilment of all contractual obligations. If the account owner has not terminated the agreement during the period of examination, the amendment will be deemed accepted.
45. The account owner is entitled to cancel the agreement at any time.
46. The bank may ordinarily cancel the agreement by submitting a relevant notice to a private customer at least two months in advance and to a business customer at least one month in advance.
47. The agreement is terminated, if:
 - 47.1. the use of the service has been blocked for at least two consecutive months;
 - 47.2. the account owner or the bank has terminated all contractual services.

48. The bank is entitled to terminate the agreement without following the notification period specified in clause 46 in the following cases:
 - 48.1. a basis provided in clause 25 exists;
 - 48.2. the account owner or the user has not used any of the services provided in the agreement during a period of 13 consecutive months.
49. Termination of the agreement will not influence the chargeability or satisfaction of monetary claims arising before the termination of the agreement.

Confidentiality

50. The account owner and the user agree in the following
 - 50.1. when providing the service, the bank will forward their data through a third person, for example, a mobile network operator, in compliance with the document "Procedure for processing client data at the companies of SEB Eesti";
 - 50.2. upon making or receiving a mobile payment, the name and mobile number of the user will be disclosed to the other party of the mobile payment.