

TERMS AND CONDITIONS OF MOBILE BANK AGREEMENT

Valid as of 01.01.2012

1. GENERAL PROVISIONS

1.1 This Mobile Bank Agreement (hereinafter the Agreement) regulates the rights and obligations arising from the use of Mobile Bank services provided by AS SEB Pank (hereinafter the Bank).

1.2 Mobile Bank is a service provided by the Bank that enables the user to receive information on the accounts related to the Agreement (hereinafter the Inquiry) and make monetary payments and transfers (hereinafter the Transaction) to third parties based on orders sent via the GSM mobile phone (hereinafter the Mobile Phone) containing the SIM of the mobile network operator that mediates the service (hereinafter the Mobile Network Operator) as well as receive payments made to the Mobile Phone number.

1.3 The Transactions can be made to legal or natural persons who have a valid Mobile Payment Acceptance Agreement or a similar agreement with another bank and whose place of business has been marked accordingly, as well as to natural persons who have a valid Mobile Bank Agreement or a similar agreement with another bank.

1.4 Use of Mobile Bank shall be granted when the Bank and a person holding a current account at the Bank (hereinafter the Account Holder) sign the Agreement that stipulates the identity of the natural person to be the authorised user of the Mobile Bank service (hereinafter the User), the Mobile Phone number, the current account of the Account Holder used for conducting Transactions (hereinafter the Principal Account) as well as the current accounts used for making Inquiries and the maximum limits for Transactions within a specified period (hereinafter the Limits). If the Limits have not been set in the Agreement, standard limits established by the Bank shall apply.

1.5 The Bank is entitled to offer additional Mobile Bank-related services and benefits at any time and terminate, partially or completely, the provision of such services without the prior consent of the Account Holder. The Bank is entitled to unilaterally establish commission fees related to the conclusion of the Mobile Bank Agreement in accordance with its price list (hereinafter the Price List) as well as the use of Mobile Bank and the above additional services.

1.6 In all relations between the Bank and the Account Holder or the User not regulated in the Agreement, the Parties shall be governed by the General Terms and Conditions of the Bank and the Current Account Agreement concluded between the Bank and the Account Holder.

1.7 The Account Holder and the User agree that the identity of the User of Mobile Bank shall be established on basis of the Mobile Phone number of the User.

2. GUARANTEEING SAFETY IN USING MOBILE BANK

2.1 Upon conclusion of the Agreement, the Bank shall give the Account Holder a secret personal access code (hereinafter the Code). If the Account Holder concludes the Agreement via the Internet Bank, he/she shall establish the Code himself/herself in accordance with the Bank's parameters. The Code shall be considered the signature of the User when confirming the Transactions.

2.2 The User is obliged to keep the Mobile Phone, the SIM and the Code with utmost care in order to prevent third parties from acquiring possession over the same.

2.3 If the Mobile Phone, the SIM or the Code is lost or stolen or if there is a risk that a third party acquires possession over the same, the User is obliged to immediately inform the Bank by the Bank's 24-hour help-line, inform a Bank office or block the use of Mobile Bank in another manner acceptable to the Bank.

2.4 The Bank is entitled to unilaterally block the use of Mobile Bank if the User enters an incorrect Code three consecutive times.

3. USE OF MOBILE BANK

3.1 The User shall use the Mobile Bank service in accordance with the terms and conditions of the Agreement and the instructions of the Bank (hereinafter the Instructions). The Instructions are available at all the Bank offices as well as the Bank web page www.seb.ee. The Bank is entitled to unilaterally make amendments to the Instructions at any time.

3.2 The Mobile Phone number is tied to the Principal Account and other current accounts specified in the Agreement:

3.2.1 the User can use his/her Mobile Phone to place orders for Transactions or Inquiries from the Principal Account in accordance with the Instructions;

3.2.2 the Bank shall credit the Principal Account if a third party with a valid Mobile Bank Agreement or a similar agreement with another bank makes a payment to the specified Mobile Phone number in accordance with the Instructions.

3.3 If the Account Holder is not the User, he/she is obliged to instruct the User as to the terms and conditions of the Agreement and the Instructions (particularly the safety requirements) for using Mobile Bank and to ensure that the User is aware of these and follows them.

3.4 If the User who is not the Account Holder has been sufficiently defined in the Agreement enabling the Bank to identify the person, the User has the option of changing the Code and specifying and changing those accounts, which are established for the Inquiries and of which he/she is the holder or authorised user.

3.5 The User is authorised to make Transactions within the amount available in the Principal Account.

3.6 If the Transaction is executed to pay for goods or services, the User is obliged, upon the seller's demand, to present his/her personal identification document to the seller, agree to recording of the information on to the sales receipt and sign the receipt.

3.7 The Account Holder and the User are aware of, and shall give their consent to, the disclosure of the name and Mobile Phone number of the User to the counterparty of the Transaction upon the execution or acceptance of the Transaction.

3.8 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.

3.9 The Bank is entitled to presume that the Transactions and Inquiries correspond to the will of the Account Holder until proven otherwise or until the User or the Account Holder has informed the Bank in accordance with Clause 2.3.

3.10 The Bank is entitled to disregard the order submitted through the Mobile Phone:

3.10.1 if the Principal Account or the account established for the Inquiries is blocked or seized;

3.10.2 if the use of Mobile Bank is blocked;

3.10.3 if the order exceeds the established Limit;
3.10.4 if the User has failed to follow the Bank's Instructions for the use of Mobile Bank;
3.10.5 if the amount on the Principal Account is insufficient for performing the Transaction and/or for the payment of commission fees in accordance with the Price List;
3.10.6 in other cases as provided in legal acts.
3.11 The Bank shall:
3.11.1 execute the Transaction in accordance with the terms established in the Bank's terms of settlement;
3.11.2 fulfil other obligations as stipulated in legal acts.
3.12 The User undertakes to immediately inform the Bank of any errors or malfunctions that hinder the use of Mobile Bank.
3.13 The User and the Account Holder are entitled to demand blocking the use of Mobile Bank by the Bank at any time.
3.14 The Bank is entitled to block the use of Mobile Bank or extraordinarily cancel the Agreement without following the term of advance notice if:
3.14.1 the Account Holder or the User has violated the obligations set out in the Agreement or in other cases arising from legal acts;
3.14.2 the Bank has become aware of a fact from which it may reasonably conclude that Mobile Bank is being used against the will of the Account Holder or for fraud or other misuse by the Account Holder or the User.
3.14.3 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 the Mobile Phone number tied to the Agreement has changed.
3.15 The Bank is entitled to forward messages regarding the use of Mobile Bank as well as advertisements on the products and services of the Bank to the Mobile Phone.

4. PAYMENT OBLIGATION

4.1 The Bank is entitled to debit the Principal Account for all the amounts related to Transactions and commission fees as per the Price List.
4.2 If the Agreement expires in the middle of a month, the Bank shall also have the right to debit the account of the Account Holders who are not consumers for the full commission fee.
4.3 The Account Holder shall guarantee the availability of a sufficient amount on the Principal Account for the payment of Transaction amounts and commission fees as per the Price List.

5. INFORMATION ON TRANSACTIONS

5.1 The Account Holder has the right to receive information on the Transactions from the Internet Bank and branches of the Bank.

6. LIABILITY OF THE PARTIES

6.1 The Bank shall be liable for:
6.1.1 disregarded or incompletely fulfilled orders received by the Bank unless otherwise provided in the Agreement or by law;
6.1.2 Transactions performed against the will of the Account Holder, except in cases where the Account Holder bears the risk of theft or loss of the Mobile Phone, the SIM or the Code;
6.1.3 any errors or malfunctions in maintaining the Principal Account.

6.2 If the Bank is held liable pursuant to Clause 6.1, it shall compensate the Account Holder for any damage caused as a result of a disregarded or incompletely fulfilled order, any interest due and, in case of a Transaction performed against the will of the Account Holder, restore the Principal Account balance valid before performing the Transaction.

6.3 The Account Holder shall be liable for all the Transactions, unless otherwise provided in the Agreement or by law.

6.4 If the Account Holder violates the obligation laid down in Clause 4.3, the Bank is entitled to debit the amount from any current account of the Account Holder at the Bank.

6.5 The Bank shall not be liable for disregarding the order or delayed fulfilment of the order if the Bank has not received the order or if the order was delayed due to malfunctions in the system of the Mobile Network Operator, the person or organisation that mediates the order or a third party.

7. PERSONAL LIABILITY LIMIT

7.1 In case of theft or loss of the Mobile Phone, the SIM or the Code, the Account Holder shall bear the risk of theft or loss until the Bank is informed of the theft or loss in an acceptable way, however not exceeding the personal liability limit.

7.2 The personal liability limit shall be the tenfold daily limit agreed upon in the Agreement, however not more than 150 euros.

7.3 The personal liability limit shall not be applied if the Account Holder or the User has deliberately or through gross negligence violated the obligations stipulated in the Agreement or in case of a fraud or any other misuse by the Account Holder or the User.

8. SETTLEMENT OF DISPUTES

8.1 The Account Holders and/or Users who are consumers must submit their claims to the Bank on payments made without the Account Holder's will or incorrectly immediately after becoming aware of the same, but not later than 13 months after the amount of the payment was debited from the Principal Account. The Account Holders and/or Users who are not consumers must submit their claims to the Bank not later than within 3 months of the date the Principal Account was debited.

8.2 All claims about other Transactions must be submitted to the Bank not later than within 3 months of performance of the Transactions.

8.3 If the claim is raised later than the term specified in this clause, the Bank may disregard it.

8.4 Any disputes between the Account Holder and the Bank shall be settled in accordance with the General Terms and Conditions of the Bank.

9. VALIDITY, AMENDMENT AND CANCELLATION OF THE AGREEMENT

9.1 This Agreement shall take effect upon its signing and is concluded without a term.

9.2 The Bank is entitled to unilaterally amend the terms and conditions of the Agreement and the Price List, notifying the Account Holder in advance thereof pursuant to the procedure and at the terms set out in General Terms and Conditions of the Bank. The Account Holder has the right to cancel the Agreement during

the introduction period if the amendments are not acceptable for the Account Holder, whilst all the obligations arising from the Agreement must be performed prior to such cancellation. If the Account Holder has not cancelled the Agreement within the given term, the Bank shall consider that the Account Holder has agreed to the changes.

9.3 The Account Holder is entitled to cancel the Agreement at any time.

9.4 The Bank has the right of ordinary cancellation of the Agreement, notifying the Account Holder who is a consumer thereof at least 2 months in advance and other Account Holders at least 1 month in advance pursuant to the procedure set forth in the General Terms and Conditions.

9.5 The Agreement shall expire if the use of Mobile Bank has been blocked for at least 2 consecutive months.

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

10. CONFIDENTIALITY

10.1 The Parties undertake not to disclose the information related to the conclusion and performance of the Agreement to any third parties, unless necessary under circumstances related to processing the Transactions stipulated in the Agreement or in cases as provided by law.