

Terms and conditions of the notification services agreement

Valid as of 1 January 2020

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Definitions

Price list is the price list of the bank.

Instructions are instructions for the use of the notification services given by the bank.

User is a natural person authorised to use the notification services. The user is the account owner or a person authorised by the owner to receive information.

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

Agreement is the notification services agreement that sets out the rights and obligations arising from the 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.

Bank is AS SEB Pank.

Main account is the current account of the account owner that the client receives information about when no account is specified in the request.

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.

General principles

1. To use the service, the bank and the account owner will conclude an agreement specifying, inter alia, the following:
 - 1.1. the user;
 - 1.2. the mobile number of the recipient of notifications;
 - 1.3. the main account;
 - 1.4. the events and current accounts for which the user requests notifications;
 - 1.5. the channel to which the bank sends the notifications.

2. The bank is entitled to add or change operations of the service or terminate the provision of the service at any time.
3. 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.
4. 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.
5. 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.
6. The instructions are available in branches of the bank and on the website www.seb.ee. The bank is entitled to change the instructions by publishing the changes on its website.
7. If the user of the services is not the account owner, the account owner shall introduce to the user 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

8. The mobile phone number is associated with the main account. If the client sends an information request without parameters, the bank assumes that the information on the main account is requested.
9. The bank sends notifications to the mobile phone number set out in the agreement.
10. 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 services

11. The user complies with the terms and conditions of the agreement and the instructions for using the service.
12. If the bank has sufficient information to identify the user who is not the account owner, the user can:
 - 12.1. assign and remove current accounts associated with the notification service, the owner or authorised user of which they are;
 - 12.2. change the events and channels of the notification service.
13. The bank deducts the fee for the notification service from the service fee account specified in the agreement.

Security

14. The user is identified when using the service based on the mobile phone number of the user specified in the agreement.
15. The bank presumes that the subscribed notification services comply with the will of the account owner until proven otherwise or until the user or the account owner has notified the bank pursuant to clause 19.
16. The user shall carefully preserve the mobile phone and SIM card and avoid the transfer of these into the possession of a third person.
17. In the case of loss or theft of the mobile phone or SIM card, interception of the e-mail account, or in other cases where a risk has arisen that at least one of these has been transferred into the possession of a third person, the user immediately notifies the 24/7 customer service of the bank thereof, forwards the notification at a branch of the bank, or notifies of the event by using other means accepted by the bank.
18. The user notifies the bank immediately of any errors or failures preventing the use of the service.

Blocking the service

19. The user and the account owner are entitled to request that the bank block the service at any time.
20. The bank is entitled to block the service completely or partially if:
 - 20.1. the account owner or the user has violated any contractual obligations;
 - 20.2. 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;
 - the account owner or the user is involved in fraud;
 - the blocking is necessary for some other security consideration;

- 20.3. the mobile communication agreement concluded between the account owner or the user and the mobile communication company has expired;
- 20.4. the mobile number associated with the agreement has changed;
- 20.5. any other basis arises from the general terms and conditions of the bank or a legal act.

Liability

21. The bank is liable in cases and under the conditions established in the current account agreement.
22. The bank is liable for the secrecy of notification messages until the message has been sent to the chosen information channel.
23. The bank shall not be liable for any damage if the service can be used by an unauthorised person in the event of theft or loss of the mobile phone or SIM card or another case that could result in unauthorised use of the service, except if the client has informed the bank about the incident and asked to block the service before the unauthorised use of the service.

Challenging an operation

24. 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.
25. If a claim is submitted later than the term specified in these terms and conditions, the bank is entitled to reject it.
26. 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

27. 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 PIN calculator, digital signature, or some other method acceptable by the bank.
28. The bank is entitled to amend the terms and conditions of the agreement and the price list by 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.
29. If the amendment is not acceptable for the account owner, they are 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.
30. The account owner is entitled to cancel the agreement at any time.
31. The bank may ordinarily cancel the agreement by submitting a relevant notice to a private client at least two months in advance and to a business client at least one month in advance.
32. The agreement is terminated if:
 - 32.1. the use of the service has been blocked for at least two consecutive months;
 - 32.2. the account owner or the bank has terminated all contractual services.
33. The bank is entitled to terminate the agreement without following the notification period in the following cases:
 - 33.1. there is a reason for blocking the service specified in the agreement;
 - 33.2. the account owner or the user has not used any of the services provided in the agreement during a period of 13 consecutive months.
34. Termination of the agreement will not influence the collectability or satisfaction of monetary claims arising before the termination of the agreement.