TERMS AND CONDITIONS OF BANK INTERFACE CONTRACT

Valid from 01.12.2017

DEFINITIONS

Account is the client’s current account at the bank, from which transactions are made or on which notifications are sent.

Bank Interface i.e. the service enables the client to receive notifications and place orders via a specific application in the format established by the bank.

Bank means AS SEB Pank.

Client is a legal person, with whom the bank has concluded a contract.

Commission fee account means the client’s current account at the bank, from which the bank debits the commission fee. This account is specified in the contract.

Contract means the Bank Interface Contract with all of its parts.

E-seal is a means for authentication, issued by a certification body recognised by the bank, which the client uses for signing messages to be sent to the bank.

Internet Bank for Business is the bank’s electronic service channel, which enables the client to use the services, determined by the bank, over the Internet and where it is possible to assign (user) account related rights for the representatives designated by the client.

Machine certificate means a certificate issued to the client by the bank, with the help of which the client can establish an authenticated access of its information system to the bank’s information system.

Message means an order or notification forwarded electronically through the Bank Interface in the format established by the bank.

Notification means an electronic message sent by the bank, which is used to provide the client with information about the status of orders, transactions carried out on the account defined in the contract or any other notification as defined by the bank.

Order is an electronic message sent by the client to carry out a transaction.

Queue is a point of destination with specific characteristics in the bank’s information system, where the bank and the client send their electronic messages.

Security feature means a PIN of the e-signature or e-seal certificate, corresponding to the bank’s requirements, a password of the machine certificate, username and password of queue or any other security feature.

Transaction means using the money available in the account, forwarding an e-invoice or any other transaction defined by the bank.

GENERAL PROVISIONS

1. Bank Interface enables the client to get notifications by receiving messages and place orders by sending messages in the format established by the bank.

2. The bank may supplement the list of messages to be sent via Bank Interface at any time, change their format or end offering the same. The client can obtain information about messages used in the service from the bank’s homepage and from a client executive.

3. In matters not regulated with the contract (liability, settlement of disputes), the bank and the client shall in addition to the general terms and conditions of the bank proceed from the current account agreement, Internet Bank for Business agreement and other agreements made between the client and the bank.

4. The law effective in the Republic of Estonia shall apply to the contract.

TECHNICAL REQUIREMENTS AND RELIABILITY GUARANTEE

5. To use the service, the client’s means of communication and connections must correspond to the technical requirements established by the bank. The requirements have been disclosed on the bank’s homepage. The client is responsible for the security of the information system using the Bank Interface and of its internet connection.

6. When using the service, the client shall follow the bank’s technical requirements and message formats, which have been disclosed on the bank’s homepage.
7. The client can use the service either via the application created by the bank, client or a third party, which enables the client to connect to the queues in the bank’s information system, through which the messages are exchanged.

8. After entry into the contract, the bank shall establish the required connection for using the service and shall forward to the contact person in technical matters, designated in the contract, the machine certificate together with the password and the username and password of the queue. The client may save the passwords and username only in a secure manner, which guarantees keeping them in secret, if this is necessary for adjusting or restoring the settings of the service.

9. The client shall immediately inform of changes in its contact persons in technical matters.

10. The bank may request that before starting to use the service the client shall perform tests, confirming its technical readiness for using the service in accordance with the requirements.

11. The bank and the client shall guarantee the reliability and safety of the information systems required for the use of the service under their control.

12. The bank shall guarantee the client access to the queues in the bank’s information system for use of the service provided that the client adheres to the procedure for use of the service agreed in the contract.

13. The client shall immediately inform the bank of any errors or faults that prevent the use of the service.

**FORWARDING MESSAGES**

14. The client confirms the order with the e-signature or e-seal corresponding to the bank’s requirements.

15. The order must be confirmed with an e-signature by the client's appointed representative in accordance with the user rights defined in the Internet Bank for Business agreement.

16. The order, confirmed with e-seal, must be presented pursuant to the user rights of e-seal, defined in the contract.

17. When sending the notifications, the bank shall not verify the user rights of Internet Bank for Business or of the e-seal.

18. The bank may establish limits to the transactions. The client has the right to establish transaction limits within the limits and procedure established by the bank.

19. The bank assumes that all orders, confirmed by the representative appointed by the bank with e-signature or the client’s e-seal, are correct and subject to fulfilment.

20. The bank has the right to verify the client’s order by phone before fulfilment thereof.

21. The bank shall fulfil the client’s order pursuant to the terms of settlement valid at the bank and other arrangements concluded between the bank and the client.

22. The bank may disregard the client’s order, if:
   22.1 the funds in the account are insufficient for the fulfilment of the order and withholding of the commission fee;
   22.2 the order exceeds the established limit;
   22.3 the bank is unable to contact the client to verify the order or the client does not confirm the order during verification;
   22.4 the order has not been confirmed in the manner defined in the contract;
   22.5 the format of message presented by the client does not conform to the conditions established by the bank;
   22.6 the account is blocked or seized;
   22.7 there are other grounds arising from the legislation or an arrangement between the parties.

23. The bank shall not be obliged to inform the client separately if transaction was not carried out due to the above reasons.

24. Messages sent by the bank are available to the client from the queue within five calendar days and the bank has the right to suspend sending of messages if the client has not read the messages from the queue within 72 hours.

25. The client has the right to receive information through the service about the transactions performed through the service and from the account statement in Internet Bank for Business and from the client executive.

**SECURITY OF THE SERVICE**

26. The client shall ensure that only the representative appointed by the client uses the service and shall prevent the use of the service by third parties.

27. The client shall ensure that its appointed representative has acquainted themselves with the terms and conditions of the contract and performs the obligations assigned to them with the contract.

28. The client and the representative designated by the same
   28.1 shall keep in secret the security features and shall not record these on any data media (except for in cases set out in clause 8);
   28.2 shall ensure that the means enabling to create an e-signature or e-seal (such as an ID-card, SIM-card, crypto stick) are under the control of the client/client’s designated representative;
   28.3 shall follow the user conditions of certificates of the e-signature and e-seal, established by the provider of certification service.

29. If the security features or the means enabling to create the e-signature or e-seal have been lost, stolen or become or may have become known to third parties who are not authorised to use these, the client/representative designated by the client shall immediately notify the certification service provider thereof by calling its helpline or
client service pursuant to the terms and conditions established by the certification service provider.

30. The service cannot be used with lost or stolen security features or those learned by the third parties from the moment the certification service provider has suspended the certificate or declared it invalid after receipt of the notice specified in clause 29. The ability of the client/representative designated by the client to use the service shall be restored from the moment the certificate's suspension is cancelled or a new certificate has been issued to them. Certificates are suspended, cancelled and their suspension is terminated pursuant to the terms and conditions established by the certification service provider.

BLOCKING THE SERVICE

31. The bank has the right to block client’s access to the service if:
   31.1 there are grounds for blocking that have been previously established in a contract between the bank and the client or in the bank’s general terms and conditions;
   31.2 the client fails to fulfil its contractual obligations;
   31.3 the Internet Bank for Business agreement is blocked;
   31.4 the bank has become aware of a fact proceeding from which it can be reasonably concluded that the security of the service is jeopardised, the service is used or may be used by an unauthorised person or the client has committed a fraud;
   31.5 the client’s activity jeopardises the functioning of the service or the bank’s information system.

COMMISSION FEES

32. The client shall pay commission fees according to the bank's price list, unless agreed otherwise.

33. The bank debits the commission fee from the commission fee account defined in the contract and the client shall ensure availability of the prescribed sum in the account. The bank shall debit the monthly fee in the first ten days of the month following the current month at the latest. If the funds in the commission fee account are insufficient, the bank may debit the commission fees from any other account of the client at the bank.

34. The bank may charge the monthly fee in the full amount from the account even if the contract has ended during the month.

35. In case of commission fee debt, the bank shall have the right to suspend performance of the contract until settlement of the debt and/or demand default interest of 0.1% on the outstanding amount per day.

36. The bank may charge from the client's account also other outstanding amounts arising from the contract (such as default interest, compensation for damages).

CERTIFICATION AND DISPUTING OF TRANSACTIONS

37. The bank shall record the communication sessions that occurred through the service and shall use them to prove the transactions, if necessary.

38. The client shall submit to the bank a complaint about a payment or another transaction carried out without the client’s will or incorrectly through the service immediately after becoming aware thereof, but no later than within 3 months after the amount of the payment was debited from the account or the transaction carried out. The bank has the right to disregard a complaint if submitted after the said deadline.

39. Any disputes between the bank and the client shall be resolved pursuant to the general terms and conditions of the bank.

EXCESS

40. If the security features or the means enabling the creation of an e-signature or e-seal have been lost, stolen or learned by third parties, the client shall bear the risk of damages caused by unauthorised use of the funds held in the account until the certificate is suspended or declared invalid to the extent of the excess. The excess is the limitation of liability stipulated in the Law of Obligations Act. According to the effective Law of Obligations Act, the limitation of liability is 150 euros.

41. The excess shall not be applied and the client shall be liable for the damages in full extent if the client has breached the obligations stipulated in the contract intentionally or due to gross negligence or if the client has committed a fraud.

TERM, AMENDMENT AND TERMINATION OF THE CONTRACT

42. This contract shall enter into force as of the moment of signing and shall be valid without a term.

43. The bank has the right to unilaterally amend the terms and conditions of the contract and the price list by notifying the client thereof in advance pursuant to the procedure and by the deadlines set out in the general terms and conditions of the bank. The client has the right to cancel the contract during the introduction period if it does not agree with the amendments whilst all the obligations arising from the contract must be performed in advance of such cancellation. If the client has not cancelled the contract within this term, it shall be deemed that they have consented to the amendment.
44. Upon closure of the account defined in the contract, the messages related to the respective account will no longer be forwarded.
45. The client may cancel the contract any time by notifying the bank two working days in advance thereof.
46. The bank may ordinarily cancel the contract by notifying the client at least one month in advance thereof pursuant to the procedure set forth in the general terms and conditions.
47. The bank may cancel the contract without following the term of advance notice if the client is in breach of the terms and conditions of the contract.
48. The contract is deemed terminated when the Internet Bank for Business agreement concluded between the client and the bank has ended.
49. Termination of the contract shall not affect the collectability or satisfaction of monetary claims that have arisen prior to the termination of this contract.