

## TERMS AND CONDITIONS OF THE BANK LINK CONTRACT

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Valid from 01.04.2017

### Content

Definitions .....	1
Security and technical requirements .....	2
Obligations of the Merchant .....	2
Transaction .....	3
Settlements and Commission Fees .....	4
Confidentiality .....	4
Term, amendment and termination of the Contract .....	5
Other provisions .....	5

### Definitions

**Account** means the current account of the Merchant at the Bank, to which the Bank transfers the transaction amounts. This Account is specified in the Contract.

**Bank Link Service** is the service offered to the Merchant, enabling the Client to pay for the Goods, purchased at the Point-of Sale via Internet Bank.

**Bank** means AS SEB Pank.

**Client** is a person, who has concluded an Internet Bank agreement with the Bank and who purchases Goods from the point-of-sale.

**Commission Fee Account** means the Merchant's current account at the Bank, from which the Bank debits the Commission Fee. This Account is specified in the Contract.

**Commission Fee** means a fee determined in the Bank's price list or in a special agreement signed between the Parties, payable by the Merchant to the Bank upon using the Bank Link service (incl. the subscription fee and contract amendment fee).

**Contract** means the Bank Link Contract entered into between the Merchant and the Bank, together with all of its parts.

**Electronic Signature** is a control code, designed for the identification of either the Merchant or the Bank, which is calculated following the technical specification requirements published on the Bank's Webpage.

**Goods** are the products or services offered by the Merchant.

**Internet Bank** is the Bank's electronic service channel, which enables the Client to use the services, determined by the Bank, over the Internet.

**Merchant** is a legal person or a self-employed person (FIE), with whom Bank has concluded a

contract.

**Party** (jointly the Parties) means the Bank and/or the Merchant.

**Point-of-Sale** means the point of service of the Merchant, i.e. the webpage, where the trading activity is carried out and through which the Client can buy the Goods.

**Public Key** means a unique combination of symbols, generated together with a Secret Key to be used. Public Key enables a Party to check the Electronic Signature of the other Party and obtain assurance that the data, protected with the Electronic Signature have not been altered and have been submitted by the other Party.

**Secret Key** is a unique combination of symbols, generated together with the Public Key, with the help of which a Party generates the Electronic Signature.

**Settlement Day** means a day when the Bank is open for general banking operations. Generally, a Settlement Day is every calendar day, except Saturdays, Sundays, national or public holidays.

**Transaction** means a purchase-sale transaction, where the Client pays to the Merchant for the Goods bought at the Point-of-Sale with a payment order given via Bank Link.

### Security and technical requirements

1. To enable verification of the authenticity of sent requests, the Parties forward to each other a Public Key.
2. The Parties keep the Secret Keys confidential from third parties and the other Party.
3. The Merchant uses the SSL security certificate issued by a reliable source.
4. The Parties ensure continuous, secure and uninterrupted operation of their information system, technical solutions and mutual communication channel. The Merchant enables the Client 24h use of the Bank Link at its Point-of-Sale.
5. The Parties coordinate with each other with a reasonable time of advance notice any changes in their information system, which affect or may affect the performance of the Contract. The Parties abstain from damaging the information system of the other Party with their own system or causing other damage to the other Party.
6. The Party, detecting a failure, shall immediately start remedying the same and inform the other Party of the failure and the duration of it.
7. When preparing requests and upon other data communication, the Parties shall follow the conditions and procedure, published in the technical specification of Bank Link on the Bank's Webpage at [www.seb.ee](http://www.seb.ee).
8. The Parties shall provide mutually information which is necessary for the fulfilment of the terms and conditions of the Contract. This information shall not contain data, the disclosure of which is restricted by law.

### Obligations of the Merchant

9. In order to use the Bank Link service, the Merchant shall open an Account and a Commission Fee Account at the Bank and shall maintain these throughout the duration of the Contract.
10. The Merchant shall specify all Points-of-Sale and fields of activity in the Contract. The Merchant shall inform the Bank of any changes in the web address or field of activity in writing 10 days in advance thereof.
11. The Merchant shall carry out the entire Transaction in the Point-of-Sale and shall not

redirect the Client

- 11.1 from the Webpage of the Point-of-Sale to a webpage, not specified in the Contract;
- 11.2 to the Webpage of the Point-of-Sale from any webpage of the sales environment.

12. The Merchant shall

- 12.1 not apply restrictions to the Client upon executing Transactions, without the Bank's prior written consent;
- 12.2 deliver the purchased Goods to the Client;
- 12.3 fulfil the obligations assumed before the Client (incl. warranties, etc.) exactly as presented at the Point-of-Sale;
- 12.4 present on demand of the Bank all documents related to the Client's order and delivery of Goods and other documents, certifying the completion of the Transaction;
- 12.5 not carry out a Transaction, which is contrary to an effective legislation, generally accepted ethics or good morals;
- 12.6 confirm to have legal right for selling the Goods;
- 12.7 not use the Bank Link service for identifying the Client upon accessing the Webpage (for the authentication of Client).

13. The Point-of-Sale shall clearly visualize:

- 13.1 the notation of the possibility to execute Transactions via Bank Link, and
- 13.2 the instructions for making the Transaction.

14. The Merchant shall store the source documents of the Transaction, including documents, certifying the completion of the Transaction (sales invoice, list of provided services, etc.) in a place not accessible by third parties. The Merchant shall store these documents for the term stipulated in law, however not less than for two years as of making the Transaction.

## Transaction

15. The Client communicates its intention to execute a Transaction to the Merchant.

16. The Merchant shall prepare a request of the Client's wish and forward the request with Electronic Signature to the Bank.

17. If the Transaction request corresponds to the technical specification of the Bank and contains the proper Electronic Signature of the Merchant, the Client's account has sufficient funds for the Transaction and the Client confirms the Transaction in Internet Bank, the Bank shall send a response to the Merchant on accepting the Transaction at the address specified in the Transaction request.

18. If the Transaction request does not contain a proper Electronic Signature of the Merchant, does not comply with the valid technical specification or the Client's current account lacks sufficient funds for executing the Transaction, the Bank shall issue the Client an error message.

19. If the Client cancels the Transaction in Internet Bank, the Bank shall send a response to the Merchant at the address specified in its Transaction request about not accepting the Transaction.

20. A Merchant, who receives from the Bank the response stated in clause 17 or 19 of this document, shall verify the accuracy of the Bank's Electronic Signature.

21. If a third party has learned or may have learned about the Secret Key of a Party, the Party shall notify the other Party of the incident immediately and shall not use the respective key until a relevant agreement of the Parties for forwarding and accepting Transactions.
22. If the Merchant is not able to certify to the Bank the delivery of Goods, the Bank may deem the Transaction invalid and debit the Transaction amount from any current account of the Merchant or withhold from the amounts payable to the Merchant under the Contract.
23. The Bank shall notify the Merchant of invalidating the Transaction via Internet Bank or by e-mail.
24. The Merchant shall file all claims in respect of the Transaction immediately with the Bank, however no later than within one month as of executing the Transaction.

### **Settlements and Commission Fees**

25. The Bank collects the amounts, received from Transactions to the account determined in the Contract on the basis of the Bank's terms of settlement.
26. The Merchant shall pay a Commission Fee to the Bank for the Bank Link service. The Merchant shall make sure that there are sufficient funds in the Commission Fee Account by the specified term for debiting the Commission Fee.
27. The Bank debits the Transaction-based Commission Fee from the Merchant's Commission Fee Account on a daily basis, calculated from the amounts received for the Transactions by the Merchant, unless otherwise agreed by the Parties.
28. The Bank debits monthly Commission Fees agreed upon with the Contract from the Commission Fee Account on the 16th day of each month for the current calendar month. If the 16th day is not a Settlement Day, the Bank shall debit the Commission Fee on the next Settlement Day following such day.
29. The Bank debits from the Commission Fee Account the Bank Link subscription fee after signing the Contract and after amendment of the Contract.
30. If the funds in the Commission Fee Account are insufficient for paying the Commission Fees, the Bank may debit the owed sum from any current account of the Merchant at the Bank or withhold it from the amounts payable to the Merchant under the Contract. The Merchant shall pay default interest of 0.1% per day on the outstanding Commission Fee amount.

### **Confidentiality**

31. The Merchant shall keep confidential the information learned during the performance of the Contract, above all the details of the Client and its activity, treating the Client's data as subject to banking secrecy for the purposes of the Credit Institutions Act. The confidentiality obligation shall be valid without a term. The Merchant shall ensure that all persons assigned to the performance of the Contract are aware of and comply with the confidentiality obligation.
32. The Merchant shall use the data and information gathered during the performance of the Contract only for the fulfilment of obligations arising from the Contract. This obligation shall remain valid also after termination of the Contract.
33. The terms and conditions of the Contract are confidential and the Parties shall not disclose these to third parties, unless the right to disclose arises from the legislation or the general terms and conditions of the Bank.

## Term, amendment and termination of the Contract

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

35. The Bank may change the Contract unilaterally, by notifying the Merchant thereof pursuant to procedure and at the term set forth in the Bank's general terms and conditions.

36. The Merchant may cancel the Contract by notifying the Bank at least two Settlement Days in advance.

37. The Bank may cancel the Contract by notifying the Merchant at least one month in advance.

38. The Bank may suspend performance of the Contract or cancel the Contract without following the term of advance notice, if

38.1 the Merchant is in breach of the Contract;

38.2 the Merchant remains in arrears towards the Bank or becomes insolvent;

38.3 no Transactions have been carried out under the Contract for at least two months;

38.4 the Merchant has submitted incorrect information to the Bank;

38.5 the grounds, specified in the Bank's general terms and conditions occur.

39. Upon suspending the Contract, the Bank shall suspend fulfilment of obligations, which it has assumed under the Contract towards the Merchant. The Bank shall continue the fulfilment of its contractual obligations when the grounds for the suspension of the Contract no longer apply.

40. The Contract ends without giving advance notice, if the Merchant has been deleted from the commercial register or if the Bank learns about the death of a Merchant who was self-employed.

41. Termination of the Contract shall not release either Party from the fulfilment of their contractual obligations. The Bank may debit the owed amounts from any current account of the Merchant also after termination of the Contract.

42. Upon expiry of the Contract the Merchant shall remove from the Point-of-Sale the indication to the Bank Link and shall cease to use the notation and design related to the Bank Link service.

43. Upon expiry of the Contract the Bank shall not reimburse to the Merchant for the paid Commission Fees.

## Other provisions

44. A Party shall be liable to the other Party for direct proprietary damage caused to the other Party and third persons.

45. In matters not regulated with the Contract the Parties shall be governed by the legislation, the general terms and conditions of the Bank, the Bank's price list and the principles of sound banking management.

46. A dispute between the Bank and the Merchant shall be resolved according to the general terms and conditions of the Bank.

47. The Merchant shall not assign or transfer in part or in full its rights and obligations arising from the Contract without the Bank's consent. Any assignment or transfer without the Bank's prior written consent is deemed null and void.

48. The Bank may transfer and assign its contractual rights and obligations by informing the Merchant 30 calendar days in advance thereof.

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