

Baltic Gateway service agreement terms and conditions

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Definitions

Agreement – the agreement on the use of the Baltic Gateway service, consisting of the respective Baltic Gateway Service agreement Special part, Terms and Conditions, Specification, General rules of SEB bank, SEB bank's price list for corporate Client's and all the amendments hereof.

Baltic Gateway – SEB bank's electronic channel for the exchange of Tasks between the Client and SEB bank, for example, receiving SEB bank account statements into the Client's Enterprise resource planning (ERP) system, submit payment transfer orders, use e-invoice forwarding service and other functionalities offered hereof by SEB bank.

Certificate for authentication – a certificate used for the authentication of Client at the time of establishing Baltic Gateway connection with SEB bank and authenticating each connection of the Client, details hereof are indicated in Baltic Gateway Service agreement.

Certification Authority (CA) – a trust service provider of the certification service providing Certificates for authentication, Electronic signature and/or E-seal. The list of SEB bank accepted certification service providers is available in Specification.

Client – a legal entity that has entered into Agreement with SEB bank.

Cooperation Partner – an operator, a legal entity, appointed by Client in the Agreement, mediating or ensuring connection (Certificate for authentication) and / or Tasks within Baltic Gateway on behalf of Client. Depending on approach determined in the Agreement can be distinguished Enterprise resource planning (ERP) operator or technical solution agent combining the connection for a group of associated undertakings.

Electronic signature – electronic data, that are linked to other electronic data, used by the signatory to sign and are certified by a Qualified certificate for electronic signature. Electronic signature is uniquely linked to the signatory and could be used for the signatory's identification.

E-seal – electronic data, that are linked to other electronic data to ensure the origin and integrity of the latter and are certified by a Qualified certificate for electronic seal. Electronic seal is uniquely linked to the creator of the seal and could be used for the creator's identification.

Internet bank for Business – the electronic system owned by SEB for receiving online services offered by it on the website <https://e.seb.lt/>.

Qualified certificate for electronic signature - an electronic certificate, issued by the Certification authority (CA),

linking the electronic signature verification data to a natural person and confirming at least the name and surname of that person. Only qualified certificates for electronic signature could be used for Baltic Gateway services.

Qualified certificate for electronic seal - an electronic certificate, issued by the Certification authority (CA), linking the electronic signature verification data to a legal person and confirming at least the name of that person. Only qualified certificates for electronic seal could be used for Baltic Gateway services.

SEB bank – AB SEB bankas, registration code No. 112021238

Specification – technical documentation of Baltic Gateway, that SEB bank may unilaterally update time to time, providing requirements for data exchange between the Client and SEB bank, including, but not limited to, the principles for establishing the connection, the data exchange options, requirements regarding the data exchange file format and the protocols to be used for data transmission.

Task – an order, a request, a response, a transaction or a notification forwarded in Baltic Gateway in the format established by SEB bank. Tasks may be communicated on behalf of the Client to SEB bank and reversely.

Terms and Conditions – these terms and conditions of the Agreement laying down the procedure for use of services available on Baltic Gateway.

User – a natural person authorized by the Client and having access to the Client's information and having rights to confirm Tasks with Electronic signature on Baltic Gateway according to the extent of the rights granted on behalf of the Client.

General provisions

1. Baltic Gateway enables the Client to give orders or send requests to SEB bank in the format established by SEB bank in accordance with this Agreement, including Specification.
2. SEB bank may change the list of Tasks (including requests and responses) to be sent on Baltic Gateway at any time, change their format or end their offering.
3. In matters not regulated within the Agreement (liability, settlement of disputes), SEB bank and the Client shall apply other applicable relevant terms and conditions governing other banking services between the Client and SEB bank (including, but not limited to, current account agreement terms and conditions, terms and conditions of Agreement for electronic services, terms and conditions of e-invoice forwarding service agreement as well as Policy of SEB Companies in Lithuania on the processing personal data).
4. Client should sign the Internet bank for Business agreement with SEB bank if wishes to use Electronic signature, set Users' limits and other options offered in Internetbank.

Technical requirements

5. To use Baltic Gateway, Client's means of communication and connections must correspond to the requirements established in Specification. In connection with aforesaid the Client shall:
 - 5.1. provide the technological solution that would enable creating safe and trustful data transmission connections with SEB bank, according to the Baltic Gateway data exchange principles and requirements laid down in Specification;
 - 5.2. provide data transmission connections supporting sending of orders to SEB bank and receive responses from SEB bank in accordance with Specification;
 - 5.3. obtain Certificate for authentication from a Certification Authority (CA) to enable connection with Baltic Gateway in accordance with requirements provided in Specification;
 - 5.4. ensure the security of the communication means and systems used for the Baltic Gateway connection, as well as the protection and privacy of the information existing on the communication means and systems.
6. Depending on set up the Certificate for authentication can be obtained and used by Client itself or through a Cooperation Partner.
7. Regardless of the technical settings of the Client's Enterprise resource planning (ERP) system, data exchange may be generated and sent to SEB bank automatically – at the defined regularity in the Client's system or as individual orders, however, data exchange shall not exceed the frequency defined in Specification.

Provision of services

8. The Client authorizes its designated Users to use Baltic Gateway on behalf of the Client. Tasks and other activities can be asked to confirm or accomplish with Electronic signature or E-seal. Tasks confirmed with Electronic signature or E-seal are legally binding to the Client equal as to handwritten signature and represents a sufficient confirmation of an order given by the Client.

9. The Client is entitled to add representatives who have access right to account information or use other Tasks without assigning signatory rights to such persons. The Client shall not inform SEB bank about the representatives and SEB bank does not consider such persons as Users having signatory rights within the meaning of this Agreement. The Client assumes full responsibility for the consequences of access and activities of these persons on Baltic Gateway.
10. In relation to Users rights to confirm Tasks with Electronic signature or E-seal the rights and limits are determined as following:
 - 10.1. Electronic signature rights and limits of the User assigned for particular signatory are defined in accordance with Internetbank for Business agreement.
 - 10.2. E-seal usage rights and limits of the Client are defined in accordance with this Agreement.
11. For provision of Baltic Gateway services under cooperation model with a Cooperation partner (an agent or an operator), the Client shall give authorization or power of attorney for providing Tasks by the Cooperation partner on behalf of the Client.
12. Clients using Certificate for authentication provided by an agent have to confirm Tasks with E-seal of their agent under an authorization provided in the Agreement.
13. The Client has the right to establish payment transaction limits within the general limits and procedure established by terms and conditions of Internet bank for business agreement.
14. SEB bank without prior notice may disregard the Client's payment transaction order according to SEB bank terms and conditions of settlement.

Security

15. The Client ensures that only designated representatives of the Client have access to Baltic Gateway and shall prevent the use of the service by unauthorized third parties.
16. The Client ensures that its designated representatives who have access to Baltic Gateway keep under sufficiently secure control (including, eliminating access of unauthorized third parties to) following data and means:
 - 16.1. passwords and usernames of systems belonging to the Client;
 - 16.2. connection data and/or other security features related to authentication method or Certificate for authentication;
 - 16.3. means and data enabling to create Electronic signature or E-seal (such as an ID-card, SIM-card, crypto stick).
17. The Client shall immediately notify SEB bank of any changes affecting the information contained in the Agreement, as well as provide other relevant information that may affect Baltic Gateway and service (including, end up access of a User with whom the Client has terminated cooperation or if the Certificate for authentication details will be changed).
18. The Client is responsible for trustfulness of and contractual relations with Cooperation Partner since, when using the Cooperation Partner services, the data about the Client's transactions depending on security solution may be available also to the Cooperation Partner.
19. Cooperation Partner is not allowed to access Client's data through Baltic Gateway without Client's prior approval such data shall be considered as a breach of the Agreement and can be bases for suspending Baltic Gateway Services or termination of the Agreement.
20. SEB bank has no obligation on behalf of Client to enter into the agreement with a Cooperation Partner regarding service provision (including, technical or security issues as provided hereof or in Specification) of Baltic Gateway. Signing of such agreement is sole responsibility of the Client.
21. If the connection data or other information related to the connection to Baltic Gateway has come or may come at the disposal of unauthorized third parties (including, if the security features or the means enabling to create or use Electronic signature or E-seal have been lost or stolen), the Client and/or its designated Users are obliged immediately notify SEB bank thereof as well as terminate the data transfer connection with SEB bank.
22. Upon notice indicated in clause 21, SEB bank has an obligation to block ability to fulfill Tasks on Baltic Gateway until the moment when Electronic signature or E-seal has been restored or a new certificate has been issued.

Access limitation

23. SEB bank has the right to suspend the Client's access to Baltic Gateway if:
 - 23.1. SEB bank has become aware of a fact from which it can be reasonably conclude that the security of its services is jeopardised or Baltic Gateway is used or may be used by an unauthorized person;
 - 23.2. there are other grounds arising from SEB bank general terms and conditions, the regulatory acts or an arrangement between the parties.

24. SEB Bank shall have the right to take preventive and other measures (including maintenance and improvement) in the Baltic Gateway and suspend the provision of services in Baltic Gateway for the time of taking respective measures.

Applicable fees

25. The Client shall pay fees for Baltic Gateway and within provided services according to SEB bank's price list for corporate Client's unless agreed otherwise.
26. SEB bank debits the fees for Baltic Gateway from the fee account defined in the Special part and the Client shall ensure availability of the specified amount in the account. If the funds in the fee account are insufficient, SEB bank may debit the fees from any other Client's account at SEB bank.
27. SEB bank debits Baltic Gateway service activation fee after the Agreement enters into force, but the monthly servicing fee is debited until the tenth date of each month for the current calendar month. In case the Agreement has been terminated during the month, the commission fees paid by Client shall not be refunded regardless of which party terminates the Agreement or basis of such termination.

Disputes and liability

28. The Parties will endeavour that all disputes, disagreements, claims and claims that may arise between the parties regarding the application and interpretation of this agreement are resolved by mutual agreement. If disagreements cannot be solved by negotiation within 30 (thirty) calendar days, all disputes, disagreements, claims and claims arising out of the application and interpretation of this agreement are settled in the courts of the Republic of Lithuania accordance with the legal acts of the Republic of Lithuania.
29. The Client and its designated Users as well as the Client and its Cooperation Partner shall resolve their relations without the mediation of SEB bank. SEB bank assumes no liability for the acts or omissions of Cooperation Partners or Users.
30. The Client and/or its appointed Users have to follow terms and conditions of Certification Authority providing Certificate for authentication, Electronic signature or E-seal.
31. The Client assumes liability to compensate to SEB bank for the damages resulting from the breaches by the Client and/or User and/or Cooperation Partner of the Terms and Conditions, including if they fail to meet obligations regarding technical requirements and provisions of security section hereof (including for not carrying out the relevant security measures).

Agreement and final provisions

32. This Agreement enters into force as of the moment of signing by both parties and shall be valid without a term.
33. Upon closure of the account defined in the Special part, the Tasks related to the respective account will no longer be forwarded.
34. Each Party may terminate the Agreement any time by notifying in advance other Party in 30 days.
35. The Party may unilaterally terminate the Agreement by notifying in advance other Party in 5 working days if other Party and/or User breach the Agreement.
36. SEB bank may terminate the Agreement without advance notice if all accounts at SEB bank are closed. In the cases referred hereof, the Agreement shall be considered to be terminated without any further agreement.
37. Termination of the Agreement shall not affect the collectability or satisfaction of monetary claims that have arisen prior to the termination of this Agreement.
38. In all cases, where the Agreement is terminated, the commission fees paid by the Client shall not be refunded.