

## **E-SERVICES AGREEMENT GENERAL PART**

### **Definitions**

1. Definitions used in the present Agreement shall have the meanings set forth below

1.1. Bank – shall mean SEB Bank;

1.2. Electronic-channels (or e-channels) – shall mean the electronic system of the Bank's services, the electronic system of services by phone and the electronic system of services by SMS and the electronic system of securities trading or other electronic channels of the Bank's services, which enable the Customer to enter into deals, exchange information with the Bank and use services offered by the Bank via the remote communication channels;

1.3. Bank's services via the Internet – shall mean the electronic service system available on the Internet to which Customer logs in by using remote communication tools on the Bank's website [www.seb.lt](http://www.seb.lt);

1.4. *no longer valid*

1.5. Bank's services by phone – shall mean the Bank's services available to the Customer who contacts the Bank employee at 1528 (for private individuals) or at 19222 (for legal entities);

1.6. Bank's services by SMS – shall mean the Bank services by mobile phone or any other communication tools – information for the Customer shall be sent to mobile phone or via any other communication tools of the Customer;

1.7. Securities trading via the Internet – shall mean the Bank's services available to the Customer via the electronic securities trading system;

1.8. Website – shall mean the Internet site: [www.seb.lt](http://www.seb.lt);

1.9. Terms and Conditions – shall mean the Terms and Conditions of the Bank's services via the Internet, the Terms and Conditions of the Bank's services by phone, the Terms and Conditions of the Bank's services by mobile phone available on the Bank's website;

1.10. Agreement – shall mean the present E-Services Agreement, which consists of the General Part and the Special Part, Terms and Conditions and the General Service Regulations of SEB Bank (hereinafter referred to as the General Regulations) with subsequent amendments and supplements;

1.11. Customer – shall mean a person whose data are indicated in Item 1 of the Special Part of the Agreement, and who has entered into the Agreement with the Bank;

1.12. User – shall mean the Customer, a representative of the Customer, i.e., any legal entity or any private person specified in the Special Part of the Agreement who is entitled by the Customer after login via electronic channels to perform the actions specified in the Agreement in the Customer's name in relation to the services offered by the Bank electronic channels;

1.13. Security Measures – shall mean an identification code issued by the Bank to the Customer or the User, identification pass and/or the communication session pass;

1.14. Means of identification issued by the Bank – shall mean the password card or the digipass issued by the Bank to the User;

1.15. Means of Identification selected by the User – shall mean electronic signature or mobile e-signature tools selected by the User and issued by third party considered by the Bank as the Means of Identification;

1.16. Message – shall mean any written or verbal information, request, application, instruction or other notification of the Customer and/or the Bank to be sent to/from the Bank via electronic channels;

1.17. Service Charges – shall mean an Annex to the General Regulations indicating the Bank's service charges and transaction fees.

### **Subject of the Agreement**

2. The present Agreement shall regulate the Bank's service procedure via e-channels:

3. The Bank, when providing services via e-channels, and the User, when using the e-channels, shall comply with the present Agreement as well as with other agreements executed between the Bank and the Customer.

4. The Customer having entered into the Agreement, or a User indicated in the Agreement by the Customer shall be entitled to execute any banking transactions, receive information, sent notifications and enter into any agreements via the e-channels including personal identification in internet pages of SEB, SEB group or third parties. According to the legislation, the present Agreement shall constitute a unilaterally irrevocable arrangement between the Bank and the Customer in that any agreement (amended or terminated) entered into by the Customer/User via e-channels, or executed securities transactions, sent notifications, instructions on disposal of the Customer's monetary funds, on execution of payment instructions, and other actions executed or approved following the procedure established in the Agreement when using the Means of Identification and the Security Measures issued by the Bank, or the Means of Identification selected by the User shall be legally binding as well as written documents approved by signature and shall be permitted as acceptable evidence in court.

### **Obligations of the Bank**

5. The Bank does undertake:

5.1. to issue the Means of Identification and the Security Measures for the User at a fee fixed by the Bank ;

5.2. to consider any agreement (amended or terminated), executed securities transactions, sent notifications, instructions on disposal of the Customer's monetary funds, on execution of payment instructions, and other actions, if correct Security Measures were specified during the entire login session to the e-channel to be duly submitted and approved (signed) the Customer/User. If during the login session any reasonable doubts arise in relation to acceptability of the Means of Identification of the Customer/User or suspicions on possibility to identify, breach of the Security Measures or breach of the electronic channel security or in any other cases established in the present Agreement or in mutual service agreements between the Customer and the Bank, the Bank shall have a right to use other Means of Identification established in the Agreement or in mutual service agreements between the Customer and the Bank, or suspend relevant services via electronic channels and notify the Customer about it;

5.3. upon receipt of the Customer's written request via the electronic channels, to provide the requested information for the Customer, including but not limited to information representing the Bank secret via specified electronic channels;

5.4. at a fee fixed in the Service Charges, to replace the Means of Identification or the Security Measures issued by the Bank , if the Customer/User notifies the Bank that confidentiality of such Means or Measures has been violated, or the Means of Identification and the Security Measures have been irreparably damaged or lost;

5.5. to apply relevant organisational and technical measures necessary to protect personal data of the Customer/User provided by the Customer/User against any incidental or illegal destruction, replacement, disclosure or against any other unlawful handling.

### **Obligations of the Customer/User**

6. The Customer/User does undertake:

6.1. to consider that the Customer's/User's identity has been properly confirmed and that any agreement (amended or terminated) entered into by the Customer/User via e-channels, or executed securities transactions, sent notifications, instructions on disposal of the Customer's monetary funds, on execution of payment instructions, and other actions executed or approved following the procedure established in the Agreement when using the Means of Identification and the Security Measures issued by the Bank, or the Means of Identification selected by the User shall be legally binding as well as written documents approved by signature of the Customer/User and shall be permitted as acceptable evidence in court.

6.2. to ensure that the Bank's services offered via the e-channels are used by the Customer/User in accordance with legal acts of the Republic of Lithuania that regulate settlements, and disposal of funds, deal drafting and do not exceed current or granted limits;

6.3. to take any and all measures necessary to ensure confidentiality and security of the received information when the Customer uses the Bank's services offered via e-channels;

6.4. to preserve the Means of Identification and the Security Measures issued by the Bank, and the Means of Identifications selected by the User, to forthwith notify the Bank of any loss of or any violation of such Means or Measures confidentiality. If the loss of the Means of Identification and the Security Measures is related with illegal acts of third parties, the Customer/User

shall have to immediately notify legal enforcement institutions about it. If the Customer is using the Bank's services by mobile phone, the Customer/User shall immediately notify the Bank about the loss of his/her mobile phone. The responsibility for the Means of Identification selected by the User and for the Means of Identification and the Security Measures issued by the Bank of the moment of receipt thereof shall be assumed by the Customer or by the User who received relevant Measures;

6.5. to sent messages via the e-channels and only enter into such deals on securities, which are owned by the individual ownership right by the Customer and are not jointly owned, or on such securities that are jointly owned, however one of the joint owners has authorised another joint owner to dispose of the part of property title whereto is vested in the first joint owner, and also enter into other deals via e-channels according to given entitlements;

6.6. to comply with the Bank's relevant service agreements when executing actions via e-channels (to give payment instructions, sent notifications, applications, execute agreements and perform any other actions),

6.7. to pay fees fixed in the Bank's Services Charges to the Bank for issuance of the Means of Identification and the Security Measures of the Bank and to ensure that funds in the Customer's account specified in the Agreement are sufficient for payment of due fees to the Bank. The Customer agrees with the Bank's debiting of the fees due to the Bank from the Customer's accounts specified in the Agreement, and if balance of

such accounts is insufficient – from other accounts of the Customer with the Bank without any special consent of the Customer.

#### **Responsibilities of the Parties**

7. The Customer/User may not change the e-channels, make attempts to violate security thereof or make any other impact or permit other persons to carry out such actions. The Customer/User shall be responsible for secure use of hardware, software, telephone or any other equipment necessary to login to the Bank's e-channels and shall assume the obligation to regularly update anti-virus software, e-mail protection against *spam* or spyware. If the Customer/User fails to comply with the above requirements, the Bank shall consider such failure to be *gross negligence* of the Customer/User and the Bank shall not be liable for any damage incurred by the Customer. The Bank having identified that the Customer/User fails to comply with the above requirements, shall have a right to suspend services via e-channels.

8. The Bank shall bear no responsibility, if the Customer/User has been unable to use the e-channels for such reasons as defects or failures of the Customer's/User's telephone, hardware or any other equipment, the Means of Identification selected by the User, or if the User had no hardware, software or any other equipment installations, or if such equipment was defective, obsolete or unsuitable for use.

9. If the Customer/User seeking to login to e-channel has indicated appropriate Security Measures and, if any grounds established in Item 5.2 to suspend the service do not exist, the Bank shall have no right to refuse of fulfilment of its obligations under the Agreement, therefore, the Customer/User shall be responsible not only for its own messages sent via the e-channel, but also for those provided on its behalf by any third persons if appropriate Means of Identification and the Security Measures issued by the Bank or the Means of Identification selected by the User were used.

10. The Bank shall bear no responsibility for any misleading data contained in the User's Message, if such data are technically correct and have been duly sent by using the Means of Identification and the Security Measures issued by the Bank or the Means of Identification selected by the User.

#### **Agreement validity, amendments and termination**

11. The present Agreement shall come into effect from the day of signature and shall be of unlimited duration. Each party hereto shall be entitled to terminate it by giving at least 30 (thirty) calendar days' notification to the other Party in writing or via the e-channel of the Bank. In the event of termination of the present Agreement the Bank shall not reimburse the Customer for the fees paid for issuance of the Means of Identification.

12. The User's rights to use the Bank's services offered via the e-channels shall be valid for the period established in the Agreement. The Means of Identification issued by the Bank shall be owned by the Customer.

13. The Bank shall have a right to immediately terminate the Agreement and services via the e-channels by giving at least 3 (three) calendar days' written notification and/or by sending a message via the Internet Banking System of the Bank in such case if the Customer when using the Bank's services via the e-channels is in breach of the terms established in the present Agreement or any other Bank service agreements or makes any unfair deliberate acts that cause damage to the Bank's IT systems or may cause damage hereof.

14. The General Part and the Special Part of the Agreement shall be changed based on the mutual consent between the parties hereto. The Terms and Conditions may be unilaterally amended by the Bank by giving at least 30 (thirty) calendar days' message on the website to the Customer prior to the effective date of such amendments. The General Regulations shall be unilaterally amended by the Bank following the procedure established in the General Regulations. The current wording of the Terms and Conditions and the General Regulations shall be available on the Bank's website and at any branch of the Bank.

15. In the event of a change of the Customer's address, account numbers, mobile phone numbers or any other requisite information indicated in the Special Part of the Agreement, the Customer must forthwith notify the Bank of such change. Having failed to fulfil the above requirement, the Customer shall not have a right to make any claims or rejoinders in that the Bank's actions carried out in accordance with the Customer's latest requisite information known thereto do not comply with the present Agreement or that it has not received any notification sent according to such requisite information.

16. The present Agreement shall supersede all previous agreements between the parties regulating relations thereof arising out of the use of the e-channels by the Customer.

#### **Miscellaneous**

17. The Customer/User who uses the Bank's services by phone or mobile phone hereby agrees and gives the right to the Bank to record a phone conversation between the Bank and the Customer/User. The recordings of conversations shall be deemed acceptable evidence if any disputes arise.

18. The Customer's/User's payment instructions given via the e-channels shall be executed following the procedure established in the General Regulations.

19. The procedure for the securities transactions to be executed by the Customer/User shall be established in the Securities Account Handling Agreements.

20. Services of other companies of the SEB Group and third parties may be offered via the Bank's e-channels. The Customer using the Bank's e-channels, following the established procedure may submit applications, instructions and enter into agreements and/or make amendments to the agreements with the Bank, other SEB Group and third parties companies, which are represented by the Bank or which provide services via the Bank's e-channels or which use Bank channels for Customer/User identification, conclusion of agreements or provision of services.

21. One Customer or the User appointed by the Customer in the Agreement may be issued one Means of Identification. The Means of Identification selected by the User may be used only in such case if the User and the Customer agree on the above.

22. The Customer nominating any persons as the Users under the Agreement and granting the relevant rights to such persons under the Agreement, hereby represents that such persons are entitled to perform the actions specified in the Agreement in the name of the Customer and shall not be entitled to revoke such entitlements without prior amendments to the present Agreement.

23. The present Agreement has been drawn in duplicate in the Lithuanian and English languages. Both copies of the present Agreement shall be equally binding.