

Terms And Conditions Of SEB Mobile Application

Appendix To The Internet Bank
Agreement

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Definitions

SEB mobile application is a service provided via mobile application, enabling the **Customer** to make and receive payments and perform other operations as determined by the Bank. SEB mobile application is a part of the Internet Bank service.

Appendix is this appendix to the Internet Bank agreement which shall apply when the **Customer** uses the SEB mobile application service. The Appendix is deemed to be an integral part of the Internet Bank agreement.

SEB mobile application user is the **private individual** using the SEB mobile application service **on behalf of particular Customer**.

Customer is a **legal or natural** person holding a current account at the Bank and who has concluded Internet Bank agreement with the Bank. **Several SEB mobile application users may have access to single Customer's accounts.**

Bank means AB SEB bankas.

Biometric security means are biometric security means used for identification of the **SEB mobile application user** which are deemed to be secure by the Bank.

Linked account is the **Customer's** current account, which is linked to the **SEB mobile application user's** mobile phone number or to another agreed identifier.

Instructions are the instructions given by the Bank through the SEB mobile application for using the SEB mobile application service and the application.

General provisions

1. This Appendix regulates the rights and obligations of the **Customer, SEB mobile application user** and the Bank arising from the use of SEB mobile application.
2. This Appendix consists of the terms and conditions of the SEB mobile application service i.e. the general part, and the special part. The special part specifies the data listed in clause 4, which the **SEB mobile application user** fills out in a digital format when accessing the SEB mobile application.
3. Within the SEB mobile application service the **SEB mobile application user** can:
 - 3.1. make and receive payments in currency determined by the Bank;
 - 3.2. monitor account related information (account statements, etc.);
 - 3.3. access bank information (locations of nearest branches and ATMs, etc.);
 - 3.4. perform other operations allowed by the Bank **set in webpage address**:
 - 3.4.1. **for private persons**
 - 3.4.2. **for business users.**
4. **If required, SEB mobile application user** shall specify:
 - 4.1. their mobile phone number or other agreed identifier; and
 - 4.2. the number of **Linked** account, which will be linked to the **SEB mobile application user's** mobile phone number or other agreed identifier, from and to which payments will be made according to clause 24.1.
5. This Appendix shall apply when **SEB mobile application user** has **accomplished all the actions, required by SEB mobile application in order to start using it.**
6. When entering the SEB mobile application with means of authentication specified in the Internet Bank agreement, the SEB mobile application user creates a unique PIN and may select his/her identification by using the biometric security means available on the mobile device.
7. **SEB mobile application users** who are adults may agree to the Appendix via SEB mobile application. **The consent of the clients who are minors (from 14 to 18 years of age) to parents (guardians) regarding the use of the Appendix and Terms and Conditions of SEB Mobile Application is granted upon the conclusion of Bank's Electronic Services Agreement.**
8. If new functions are added to the SEB mobile application, **SEB mobile application user** shall give their consent to them by accepting the relevant update or by using the updated application.
9. The Bank may offer to the **Customer** additional services and benefits at any time and terminate partially or

completely the provision of such services without the consent of the **SEB mobile application user** / Client.

10. The Bank is entitled to establish commission fees for the use and additional services of the SEB mobile application service with its price list.
11. In matters not regulated with the Appendix, the parties shall proceed from the Internet Bank agreement. In case of contradictions between the Appendix and the Internet Bank agreement, the Appendix shall prevail.

Use and security

12. When using the SEB mobile application service, the **SEB mobile application user** shall proceed from the Appendix, the Internet Bank agreement and the Instructions. The Bank may change the Instructions at any time.
13. In order to use the SEB mobile application service, the **SEB mobile application user's** means of communication and connections, devices and other necessary tools shall correspond to the technical and security requirements, published on the Bank's homepage. The Bank may update such requirements, if necessary. **The SEB mobile application user** is responsible for the security of their device and connection.
14. If applicable, the Bank shall link the **SEB mobile application user's** mobile phone number or other agreed identifier, specified by the **SEB mobile application user** in the SEB mobile application, to the **Customer's Linked account**. When another SEB mobile application user makes a payment to the **Customer's Linked account** or sends the **Customer** a payment request via SEB mobile application, the Bank shall identify the **Customer** and the **Customer's Linked account** on the basis of the mobile phone number or another agreed identifier.
15. When entering the SEB mobile application the Bank shall authenticate **SEB mobile application user** with the PIN, by using the biometric security means, which are deemed to be safe by the Bank or the means of authentication specified in the Internet Bank agreement. **SEB mobile application user** confirms payments pursuant to manner as specified in clause 25.
16. If the **SEB mobile application user** enters an incorrect PIN five consecutive times, the **SEB mobile application user** shall be required to authenticate themselves with the means of authentication specified in the Internet Bank agreement. If the **SEB mobile application user** enters biometric security data incorrectly five consecutive times, the **SEB mobile application user** is allowed to enter only by using PIN code. If PIN code is entered correctly, the **SEB mobile application user** can use biometric security means again.
17. Sending and receiving payment requests via SEB mobile application is merely informative and does not oblige the **Customer** or the beneficiary to make the payment.
18. The **Customer** shall immediately inform the Bank, if
 - 18.1. the mobile network agreement **for mobile phone number, tied with Linked account**, concluded with the mobile network operator has been terminated, or
 - 18.2. the mobile phone number used by the **SEB mobile application user** for the SEB mobile application service has been blocked, changed or transferred to another user.
19. The **SEB mobile application user** undertakes to use the SEB mobile application service in person, keep good care of the PIN and the biometric security means, and avoid third parties from acquiring possession over the same, following the safeguards as established for passwords and other security elements in the Internet Bank agreement.
20. The **SEB mobile application user** shall keep the mobile phone in a manner to avoid third parties from gaining access to it.
21. If the mobile phone or PIN is lost or stolen or if there is any other risk that a third party might have acquired possession over the same,
 - 21.1. the **SEB mobile application user** shall immediately inform the Bank thereof by calling the Bank's 24-hour help-line or notifying at the bank office, or
 - 21.2. the **SEB mobile application user** shall restrict access to the SEB mobile application service in another manner acceptable to the Bank.
22. The Bank records the data flow between the **SEB mobile application user** and the Bank via the SEB mobile application and upon need uses this data to certify the payment or another operation.
23. The Bank may forward notifications regarding the SEB mobile application service to the **SEB mobile application user's** mobile phone.

Payments

24. The **SEB mobile application user** can **initiate** two types of payments through the SEB mobile application:
 - 24.1. payments from the **Customer's Linked** account on the basis of the mobile phone number or another agreed identifier, linked to the beneficiary's account. Such payments can be made to SEB mobile application users and, if allowed by the Bank, also to other beneficiaries. Payments cannot be made on the basis of a mobile phone number, if the **SEB mobile application user** does not enable access to their phone contact list **or in case if SEB mobile application user acts on behalf of Customer which is legal person**;
 - 24.2. payments on the basis of the beneficiary's account number.
25. Payments in the SEB mobile application are confirmed as follows:
 - 25.1. **If applicable, SEB mobile application user** presses the button "Confirm" in the SEB mobile application, if the amount of payment **is within the limits set for low value payments set in Bank's webpage: for private persons and for business users**; or if the limits determined in the Internet Bank are smaller. The Bank considers such confirmation as consent of the **Customer** for making the payment;
 - 25.2. **SEB mobile application user** confirms the payment with the means of authentication specified in the Internet Bank agreement, if the amount of payment exceeds the limit, specified in clause 25.1, however remains within the limit determined in the Internet Bank.
26. All SEB mobile application payments shall be included in the Internet Bank limit calculation.
27. The Bank shall credit the **Linked account**, if the SEB Mobile application user makes a payment related to the mobile phone number or other agreed identifier in accordance with the Instructions.
28. The Bank is entitled to presume that the payment corresponds to the **Customer's** will until proven otherwise or until the **Customer** has informed the Bank in accordance with clause 21.
29. **SEB mobile application user** is responsible for ensuring that the beneficiary's mobile phone number, under which the payment is made, is correct.
30. The Bank may disregard the order forwarded via the SEB mobile application, if:
 - 30.1. **Linked** account or other current accounts, or the Internet Bank of the **Customer** are blocked or seized; or
 - 30.2. the order exceeds the established limit; or
 - 30.3. **SEB mobile application user** has failed to follow the Instructions; or
 - 30.4. the amount in **Linked account** or in another current account of the **Customer** at the Bank is insufficient for making the payment or paying the commission fees specified in the price list; or
 - 30.5. other grounds as provided by law or in agreement appear.
31. The Bank shall execute the payment order in accordance with the Bank's terms of settlement.

Payment obligation

32. The Bank is entitled to debit the **Linked** account or another current account of the **Customer** at the Bank within the amount of payment and commission fees as per the price list and the Bank's general terms and conditions.
33. The **SEB mobile application user** shall ensure that the amount in the Linked account or any other account of the **Customer** at the Bank is sufficient for making the payment and paying the commission fees as per the price list. If the amount in the specific current account is insufficient, the Bank may debit the owed amount from any current account of the **Customer** at the Bank.

Notification

34. If the order is not executed, the Bank may display an error message in the **SEB mobile application user's** SEB mobile application. The Bank is not obliged to inform the **SEB mobile application user** separately, if the order is not executed for reasons specified in clause 30.
35. The **Customer** has the right to receive payment related information from the Internet Bank, SEB mobile

application and at the branch.

36. The **SEB mobile application user** shall inform the Bank of any errors or malfunctions that hinder the use of the SEB mobile application service immediately after detecting them.

Liability of the parties

37. **The Customer** shall be liable for:

37.1. all the payments, unless otherwise provided in the Internet Bank agreement, Appendix or by law;

37.2. the accuracy and timeliness of the data presented to the Bank upon using the SEB mobile application service, incl. the data specified in clause 4.

38. The Bank shall be liable for non-execution or incomplete execution of an order received by the same, unless otherwise provided in the Internet Bank agreement, Appendix or by law.

39. The Bank shall not be liable for disregarding the order or delayed execution, if

- the Bank has not received the order; or
- the receipt of the order was delayed due to the mobile network operator, the person or organisation that mediates the order or a third party.

40. The Bank shall be liable for the payment executed against the will of the **Customer**, unless

40.1. the damage occurs due to loss or theft of mobile phone or PIN, or due to other wrongful use of such, and the payment was made before submission of a notice to the Bank in accordance with clause 21; or

40.2. in case of a fraud by the **SEB mobile application user**, or if the **SEB mobile application user** has with gross negligence or intent breached an obligation set out in the Appendix or the Internet Bank agreement.

41. If the mobile phone or PIN is lost, stolen or otherwise wrongfully used, the **Customer** shall bear the risk of loss for damage caused by unlawful use of funds in the **Linked Account** or other current accounts at the Bank until the moment **SEB mobile application user** submit a notice to the Bank in accordance with clause 21. Whereas the maximum liability limit of the **Customer** is 50 euros.

42. The **Customer** is liable for the amount of loss in full without applying the liability limit

42.1. if the **SEB mobile application user** has with gross negligence or intent breached an obligation set out in the Appendix or the Internet Bank agreement; or

42.2. in case of a fraud by the **SEB mobile application user**.

Amendment of the Appendix and terminating use of the service

43. Any changes to the **SEB mobile application user's** data specified in clause 4 shall be considered as amendment of the Appendix.

44. The Bank is entitled to unilaterally amend the terms and conditions of the SEB mobile application service (general part) pursuant to procedure as stipulated in the Internet Bank agreement.

45. The **SEB mobile application user** may terminate using the SEB mobile application service at any time by deleting from the SEB mobile application the data specified in clause 4. The **Customer** can do it at a bank office or in another manner acceptable to the Bank.

46. The Bank may terminate the use of the SEB mobile application service by the **SEB mobile application user**, if:

46.1. the **SEB mobile application user** has violated an obligation set out in the Appendix, the Internet Bank agreement or the Bank's general terms and conditions; or

46.2. the Bank has become aware of a fact,

- from which it may be reasonably concluded that the SEB mobile application service is being used against the **Customer's** will or in case of fraud or other misuse by the **SEB mobile application user**; or
- that the mobile network agreement for **mobile phone number, tied with Linked account**, concluded between the **Customer/SEB mobile application user** and the mobile network operator has been

- terminated or the **SEB mobile application user's** mobile phone number has changed;
- 46.3. that the **SEB mobile application user** has not used the SEB mobile application service for at least 6 consecutive months; or
- 46.4. other grounds as provided in legislation appear.
47. If the use of the SEB mobile application service is terminated according to clause 46, the data specified in clause 4 shall be deleted from the SEB mobile application. The Bank will allow the **SEB mobile application user** to start using the SEB mobile application service again, if the Bank is convinced that the circumstances forming the basis of the termination have lapsed. The Bank may refuse to provide the SEB mobile application service, if the **SEB mobile application user** has violated the obligations set out in the Appendix or the Internet Bank agreement.
48. If the use of the SEB mobile application service is terminated according to clause 45 or 46, it shall have no impact on the collection or satisfaction of monetary claims incurred before the termination of its use.
49. This Appendix shall terminate automatically upon termination of the Internet Bank agreement.

Using the data

50. The Bank processes the **SEB mobile application user's** data specified in clause 51 for the purposes of providing the SEB mobile application service.
51. The **SEB mobile application user's** data includes the **SEB mobile application user's** name and surname, personal ID code, account numbers, mobile phone number, as well as data in the **SEB mobile application user's** mobile phone contact list (**in case if this data is used to tie it to Linked account**), including mobile phone numbers, etc., of people in the mobile phone contact list.
52. The Bank connects the mobile number in the contact list with the account number of the respective person in the Bank's database.
53. **SEB mobile application user** is aware of and agrees that
- 53.1. the Bank forwards the information on the fact that the **SEB mobile application user** is the SEB mobile application user to all SEB mobile application users, whose mobile phone contact list contains the **SEB mobile application user's** mobile number;
- 53.2. upon making or receiving a payment or a payment request the Bank may forward to the counterparty the **SEB mobile application user's** name and surname, mobile number (if the payment is made according to clause 24.1), personal ID code and account number.
54. To use the service, the **SEB mobile application user** shall on request authorise the Bank to access periodically the **SEB mobile application user's** mobile phone list of contacts and update the list of SEB mobile application users.
55. The Bank shall not collect or store the names, addresses or other similar data of the persons in the **SEB mobile application user's** mobile phone contact list.
56. The **SEB mobile application user** shall not disclose the information related to the use of the SEB mobile application service to any third parties, unless this is necessary under circumstances related to processing the payments described in the Appendix or in cases as provided by law.