Terms and Conditions of Swedbank Gateway Service
Effective as of 04.04.2019

1. Definitions

1.1 Bank is Swedbank AS.

1.2 General Conditions are the general terms and conditions of the Bank contained in the separate document provided on the homepage of the Bank.

1.3 Price List is a separate document stating the fees for the services and the transactions of the Bank provided on the homepage of the Bank.

1.4 Principles of Client Data Processing are the main principles and conditions of processing client data in the Bank as a separate document or integrated into the General Conditions of the Bank provided on the homepage of the Bank.

1.5 Agreement is this Swedbank Gateway Service Agreement.

1.6 Account is the account opened by the Client in the Bank.

1.7 Client is the legal or natural entity with whom the Bank has entered into the Agreement and to whose Account(s) the Agreement is linked.

1.8 Transaction is disposal of the assets (including but not limited to payments and currency exchange), exchange of information (including but not limited to account statement and e-invoice) and intermediation of information which are allowed by the Bank to be performed in Swedbank Gateway in accordance with the Agreement and other specific services’ agreements.

1.9 Operator is a person, appointed by the Client on the Agreement, who mediates Transactions on behalf of the Client and to whom extend the conditions of the Agreement in order to mediate Transactions in the necessary volume. The Client is responsible for regulating additional conditions with the Operator. The Bank considers the Operator as a Client and is not responsible for the Operator’s actions.

1.10 Service Description is a separate document stating the specific technical and other requirements for the Swedbank Gateway service provided on the homepage of the Bank.

1.11 Data File is a data set that the Bank and the Client exchange while performing the Transactions as set by the Bank in the Service Description.

1.12 Swedbank Gateway is the Bank’s automatic electronic data communications channel that allows the Client to perform Transactions using Data Files.

1.13 Power of Attorney is a document that is an appendix to the Agreement where the Client can appoint the User, their user rights and the Accounts used by the User to make payments and exchange currency. The Power of Attorney must be prepared using the document form provided by the Bank.

1.14 User is a natural or a legal person defined by the Client in the Power of Attorney who conducts Transactions as the Bank has enabled for and on behalf of the Client that require confirmation with the Signature Certificate or the Confirmation Certificate.

1.15 Public Key is used for identification of the certificate owner through sequence of symbols that allows checking the digital confirmation or the digital signature and to encrypt the Data Files.

1.16 Private Key is used for identification of the certificate owner through a sequence of symbols only known to the certificate owner, allowing the certificate owner to generate a digital confirmation or a digital signature and to decrypt the Data Files.

1.17 Signature Certificate is an electronic certificate used to identify the User and digitally sign the Transactions made by the User (for the purposes of this Agreement, hereinafter jointly referred to as digital signature or sign digitally depending on the context).
1.18 **Confirmation Certificate** is an electronic certificate used to identify the User and to confirm the Transactions made by the User.

1.19 **Device Certificate** is the electronic certificate with which the Client's or the Operator's information system creates the connection with Swedbank Gateway and confirms the Data Files sent to the Bank.

1.20 **Certification Service Provider** is the provider of certification service accepted by the Bank (e.g. SK ID Solutions AS). The list of accepted the Certification Service Providers is published in the Service Description.

1.21 **Certificate** is either the Device Certificate, the Signature Certificate or the Confirmation Certificate based on Public Key, Private Key and a PIN-code protecting the Private Key and issued by the Certification Service Provider accepted by the Bank. The requirements for the Certificates are available in the Service Description.

1.22 **Limit** is the amount to the extent of which the Client or the User can perform Transactions during a determined period of time and which has been specified in the Agreement and/or the Power of Attorney.

1.23 **Confirmation Limit** is the maximum amount determined by the Client in the Agreement from which the Bank confirms the Transaction by telephone (by calling the Client).

1.24 **Authority** is the institution with whom the Bank intermediates information on behalf of the Client.

1.25 **Third Party** is any person who is not the Bank, the Client, the Operator, the User or the Authority.

1.26 **Excess Rate** is the maximum amount of money established in legislation to the extent of which the Client shall be liable for unauthorised use of Swedbank Gateway until the moment the Bank has been informed of unauthorised use. The terms and conditions of application of the Excess Rate and the Excess Rate itself have been specified in the Law of Obligations Act. At the time of concluding the Agreement the Excess Rate is 50 (fifty) euros.

2. **Subject of the agreement**

2.1 Agreement regulates the relations between the Bank and the Client in respect of performing Transactions and any other circumstances relating to the above.

3. **Technical requirements**

3.1 In order to use Swedbank Gateway, the Client must use software that supports Swedbank Gateway or develop support of the Swedbank Gateway channel in its information system.

3.2 The solution of the Client for the use of Swedbank Gateway (direct channel) or the solution of Swedbank Gateway of the Operator used by the Client (Operator’s channel), including communications connections and the Device, the Signature and the Confirmation Certificates, have to comply with the Service Description, which the Bank is authorised to update. The solution in use has to be upgraded continuously according to the Service Description.

3.3 The security of the Transactions performed through the Swedbank Gateway is ensured using Public Key Infrastructure resources. The Client or the Operator used by the Client must hold valid Certificates in order to contact the Bank and perform the Transactions. The Client or the Operator shall disclose the distinguishing name of the existing Device Certificate and, if necessary, of the Signature and/or the Confirmation Certificate to the Bank.

3.4 The Certificates are issued and updated by the Certification Service Provider. If the Client or the Operator do not have the Certificates or if the Certificates need to be updated, the Client or the Operator shall contact the Certification Service Provider to request the Certificates or agree with the Bank on arranging the issuance of the Certificates on behalf of the Client or the Operator. The Client or the Operator shall cover the expenses of issuing (and updating) the Certificates.

3.5 The Client or the Operator and the User shall in a timely manner monitor the validity and the updating of the Certificates even if their issuance was arranged by the Bank. The Client or the Operator shall also notify the Bank of Certificate update information before the aforementioned Certificates expire. The validity period of Certificates may be
found in the Certificate data based on the Certificate’s distinguished name.

3.6 The Bank shall monitor the validity of any other certificates necessary for using Swedbank Gateway and timely update such certificates. The Client or the Operator shall make the necessary amendments related to the updating of the certificates in their information system immediately after receiving a notification from the Bank.

3.7 The Client shall guarantee the confidentiality of the used computer system and the protection and confidentiality of information in the computer system and be liable for any damages arising from the failure to take sufficient security measures.

3.8 Failure to fulfil the technical and/or security requirements of the Bank, including withholding the Certificates specified in the Agreement and non-compliance of any requirements to the use of Limits shall be construed as a breach of Agreement due to gross negligence.

4. Performance of transactions

4.1 Swedbank Gateway can be used during the service hours determined by the Bank, specified in the Service Description. The Bank has the right to suspend the use of Swedbank Gateway for maintenance and to repel electronic and other attacks from Third Parties and to eliminate their consequences.

4.2 The Users can perform Transactions within the limits of the user rights granted with the Power of Attorney. Additionally, the Transactions of Users are restricted with the Limits established in the Agreement if such Limits are set.

4.3 The Transactions are divided into three main categories: the disposal of the assets (set out in the Power of Attorney), exchange of information (set out in the Agreement) and intermediation of information as referred to in clause 1.8.

4.4 In case of disposal of the assets it is possible to identify the User by the Bank on the legal person or the natural person level depending on the Certificate in use by the User as further specified in the clauses 4.7. and 4.8.

4.5 Exchange of information is an automatic information flow in case of which the Client itself selects the Users to whom the information is made available in its own system and the Bank has no control over this, therefore, the Bank is not responsible for identifying the Users.

4.6 Intermediation of information is transferring information to the Authority or receiving information from the Authority pursuant to the functionality of Swedbank Gateway.

4.7 By signing the Agreement, the Client warrants and represents that in the case the Signature Certificate or the Confirmation Certificate issued to natural person is not in use they are aware that only the Client can identify the natural person who performed the Transaction in the case of disputes arising from the performance of said Transactions. The Client shall be liable for any damages arising from the performance of said Transactions.

4.8 The Transaction set out in the Power of Attorney (including double acceptance to the Transaction by another User) have to be confirmed by the User(s) with the Signature Certificate or the Confirmation Certificate if so allowed by the Bank. The Bank according to the Power of Attorney identifies the identity of the natural person performing the Transaction only in a situation where the User confirms the Transaction with the Signature Certificate or the Confirmation Certificate in case this is issued to natural person. The Bank always identifies the legal person.

4.9 Transactions set out in the Agreement or in separate service agreements do not have to be confirmed with the Signature Certificate or the Confirmation Certificate. In such cases it is not possible by the Bank to identify the identity of a natural person performing the Transaction.

4.10 The Client and the Bank agree that all and any information and electronic data which shall, pursuant to the Agreement, be sent to the Bank by the Device Certificate and electronically signed by the Signature Certificate or electronically confirmed by the Confirmation Certificate shall be recognised as information or electronic data binding on the Client and supplied in the name of the Client and shall be treated as equivalent to a paper-based legally signed by the Client. The Client shall recognise such electronically signed or confirmed information and electronic data as their own and as binding on them.
4.11 The Bank shall not complete any Transactions performed and accept Data Files confirmed with a Certificate that is expired, has been cancelled or suspended.

4.12 The Bank shall complete any Transactions pursuant to the procedure and in accordance with the terms and conditions set out in the current account agreement and within the deadline stipulated in the General Conditions and the Price List.

4.13 The Bank has the right to refuse to complete Transactions, including to exchange or intermediate information, if the Certificates were incorrectly used or if the Bank has suspicions about the identity of the Client, the User or the Operator.

4.14 The Bank shall not be liable if a Transaction does not reach the Bank or Authority as required due to reasons independent of the Bank (e.g. activity or inactivity of the Client, the User or the Operator, communications failure, technical problems of the issuer of the certificate, etc.).

4.15 The Client shall follow (including ensure that the User follows) the provisions of the Service Description.

4.16 The Client is aware that, when using the Operator, the data about the Transaction is disclosed to the Operator. The Client is responsible for the reliability of the Operator.

4.17 The Bank shall bear no liability for any malfunctioning of electronic communication networks and systems, or for the actions of Certification Services Provider. The Bank shall bear no liability for the failure to perform its obligations due to force majeure or other reasons beyond the Bank’s reasonable control.

5. Limits

5.1 The Client has the right to establish the following limits to Transactions:

5.1.1 Confirmation Limit

The Client has the right to establish the Confirmation Limit in the Agreement. The Bank shall verify the Transactions having an amount that is equal to or exceeds the Confirmation Limit before completing the Transactions. The Bank shall verify the given Transactions by telephone by calling the contact number specified by the Client in the contact details given by the Client to the Bank. The Client confirms that any person who answers the contact telephone has the right to approve or cancel the Transactions by submitting the required Transaction terms to the Bank by telephone. The Client shall guarantee that the contact telephone is answered by persons authorised to do so. The Bank shall not complete the Transactions if the person who answers the contact telephone does not approve or cancels the Transactions upon verification or if the Bank cannot contact the Client on the contact telephone for the purpose of verifying the Transactions. The Client/User shall receive information on completion or non-completion of the Transactions from the Account statement.

5.1.2 Daily and/or Monthly Limits of the Client

The Client has the right to establish monetary limits in the Agreement in the total extent of which the Operator or all Users are allowed to perform Transactions on a daily and/or monthly basis on all the Accounts specified in the Powers of Attorney.

5.1.3 Daily and Monthly Limits of the User

The Client has to establish monetary limits in the Power of Attorney in the extent of which a User is allowed to perform Transactions on a daily and monthly basis on the Account(s) specified in the Account(s) specified in the Power of Attorney. In the interests of clarity, the Bank and the Client stipulate that the limit established in the Agreement shall prevail over the limit established in the Power of Attorney. Establishing daily and monthly limits for the Users is mandatory for the Client.

5.2 The Client has the right to amend the Limits by amending the Agreement with the Bank. The Parties agree that the Bank shall have the right to unilaterally set general limits for Swedbank Gateway Transactions.

6. Confidentiality of the certificates

6.1 The Client, the User and the Operator shall carefully keep the Certificates confidential and do everything necessary, including apply sufficient regulatory, physical and electronic security measures, to guarantee their security, including allowing access only by authorised persons and the Bank.
6.2 The Client, the User and the Operator shall immediately inform the Bank if a Certificate is lost or stolen and of all other events where the Certificate became or could have become known to a Third Person.

6.3 If the Bank receives a notice referred to in clause 6.2, the Bank shall take all measures to prevent usage of the Certificate.

6.4 In the interests of security, the Client, the User and the Operator shall regularly change the Certificate pursuant to the terms and conditions of the Certification Service Provider.

6.5 The Client shall guarantee that the User and the Operator also adhere to all the requirements regarding keeping the Certificate confidential.

6.6 In the event of disputes, the Client shall prove that the requirement to keep the Certificate confidential was followed.

7. Blocking and unblocking the access of the client, a user or the operator

7.1 The Bank shall block the access of the Client, a User or the Operator, when the relevant notice is received.

7.2 When the Bank receives a notice for blocking the access of the Client, a User or the Operator, the Bank shall assume that the notice was submitted by an authorised person. The Bank shall proceed from the protection of the Client's interests, including the purpose of the authorised use and/or disposal of the Client's assets, when blocking.

7.3 The Bank has the right to also block the access of the Client, a User or the Operator in the case of justified suspicions. Without the obligation to compensate for the possible damage or loss the Bank also has the right to block the access of the Client, a User or the Operator in the following events:

7.3.1 for security reasons;

7.3.2 if there is doubt of unauthorised use of the Certificates and/or performance of the Transactions without the Client’s approval;

7.3.3 if there is suspicion of use of the Certificates and/or performance of Transactions by way of fraud;

7.3.4 if the risk that there are insufficient funds on the Account(s) for the performance of the Client’s obligations increases considerably.

7.4 The Bank shall not be liable for any damages caused to the Client, a User, the Operator or Third Parties as a result of the access of the Client, a User or the Operator being blocked.

7.5 If notification of the Client of blocking the access of the Client, a User or the Operator on the basis specified in clause 7.3 is possible for security reasons and notification is not in conflict with legislation, the Bank shall notify of blocking in advance, where possible, or as soon as possible after blocking. The Bank shall release the Client, the User or the Operator from the blocking on the basis of a written application of the Client’s authorised representative or, in the event specified in clause 7.3, after the lapse of the reason for blocking and after changing the Certificates, provided that it is necessary, considering the circumstances of the block.

7.6 Performance of Transactions shall not be possible if the access of the Client is blocked.

7.7 The Bank shall not complete the Transactions performed with the Signature or Confirmation Certificate of the blocked User or the Device Certificate of the blocked Operator, if the access of the User or Operator is blocked.

7.8 Blocking of the access of the Client, the User or the Operator does not cancel the calculation of the fees for Bank’s services provided hereunder and does not relieve the Client from the obligation to pay such fees. The Client, in order to terminate the calculation of fees hereunder, must terminate the Agreement in the procedure defined herein.

8. Excess of the client

8.1 The Client shall be liable, to the extent of the Excess Rate, for any damages caused by unauthorised usage of Swedbank Gateway until notification of the Bank thereof pursuant to the Agreement.

8.2 The Excess Rate shall not be applied if the damages are caused due to the intent, gross negligence or act of fraud of the Client, a User or the Operator.
9. Service charges

9.1 The Bank shall debit the Account with the fees for the services and the Transactions without any prior notice or approval from the Client pursuant to the procedure defined in the current account agreement concluded between the Client and the Bank.

9.2 The Client shall ensure that the available funds held in the Account are sufficient for debiting the fees for the services and the Transactions stipulated in the Price List.

10. Amendment of the agreement

10.1 The Bank has the right to amend the Agreement unilaterally by notifying the Client of the amendments on paper or via another durable medium (e.g. e-mail or SMS, Internet Bank or Swedbank Gateway) at least 1 (one) month in advance.

10.2 The Client has the right to cancel the Agreement within the term specified in clause 10.1 of the Agreement if the Client does not consent to the unilateral amendment of the Agreement.

10.3 If the Client has not cancelled the Agreement within the term specified in clause 10.1 of the Agreement, it shall be deemed that the Client has consented to the amendments.

11. Term and termination of the agreement

11.1 The Agreement shall enter into force after signing by both parties. The Agreement has been entered into for an unspecified term.

11.2 The Client has the right to terminate the Agreement at any time by submitting a relevant application to the Bank.

11.3 The Bank has the right to terminate the Agreement entered into for an unspecified term unilaterally at any time by notifying the Client thereof at least 1 (one) month in advance.

11.4 The Bank has the right to terminate the Agreement without following the terms of advance notification specified in clause 11.3 if there is good reason for doing so (see General Conditions).

11.5 The Bank has the right to withhold the fees for the Transactions performed before the expiry of the Agreement and the services specified in the Price List and other debts from the Account.

12. Resolution of disagreements between the bank and the client

12.1 The Client has the right to file complaints to the Bank about the completion of a Transaction within sixty (60) days of the completion of the Transaction, except in the event specified in General Conditions.

12.2 Any disagreements between the Bank and the Client shall be subject to resolution by way of negotiations. Disputes shall be settled in the court of the Bank's location if no agreement is reached. It shall be deemed that no agreement was reached when thirty (30) days have passed from the time the proposal for resolution of disagreements by way of negotiations was made and no agreement was reached, unless the Bank and the Client agreed otherwise.

12.3 The relationships between the Bank and the Client are governed by the laws of Estonia.

13. Other terms and conditions

13.1 The Bank has the right to notify the Operator about the fact of entering into, amending or terminating the Agreement, as well as about its conditions and performance if the Client uses the Operator's channel.

13.2 The Bank has the right to disclose information about the Agreement, the Client, the User, the Operator and the Transactions pursuant to the Principles of Client Data Processing.

13.3 The Client shall introduce the Agreement, the Service Description, the General Conditions and the Principles of Client Data Processing to the User and the Operator and ensure that the User and the Operator perform the obligations provided therein. The Client shall be liable for the activities of the User and the Operator.

13.4 Depending on the context, words in the singular shall mean the plural and vice versa.

13.5 The General Conditions, the Principles of Processing Client Data, Current Account Conditions, the Conditions for Making Payment Transactions, the Service Description and the Price List that constitute inseparable parts of the Agreement and
which are available at the homepage of the bank: www.swedbank.ee at the menu item Bank Conditions or in the Bank’s service branch shall apply in all other respects. By signature of the Agreement the Client warrants and represents that they have read them, understand them and consent to them.

**13.6** The Client is not entitled to transfer their rights or obligations under the Agreement to any Third Party without the Bank’s prior written approval.