1. DEFINITIONS
1.1. Account is the Account Holder's current account connected to the Payment in the Bank.
1.2. Private Person is a natural person who has a valid Mobile Payment Contract with the Bank and for the benefit of whom the User makes the Payment.
1.3. Entrepreneur is a legal or natural person who sells goods to the User or provides the User with services and has a valid contract for receipt of mobile Payments with the Bank.
1.4. Price List is the valid price list of the Bank.
1.5. User is the Account Holder or another natural person authorised by the Account Holder who makes the Payments with the funds on the Account using a mobile telephone.
1.6. Account Holder is a natural person whose funds on the Account are used for making the Payments on the basis of the Contract using a mobile telephone.
1.7. Contract is this contract between the Account Holder and the Bank.
1.8. Payment is a money transmission to the Beneficiary at the account of the funds in Estonian kroons on the Account pursuant to the procedure established by the Bank using a mobile telephone.
1.9. Daily Limit is a limit amount in Estonian kroons to the extent of which the User can make Payments per day.
1.10. Beneficiary is the Private Person or Entrepreneur to the bank account of whom the Payment accures.
1.11. Mobile Telephone Number is the number specified by the Account Holder in the Contract upon calling from which the Bank allows for making the Payments. One Mobile Telephone Number can be connected to only one Account of one Account Holder and one Mobile Payment Contract.
1.12. Excess Limit is an amount of money to the extent of which the Account Holder is liable for damage caused by unauthorised use of a mobile telephone by third parties.
1.13. Bank is public limited company Swedbank AS.
1.14. SIM Card (Subscriber Identity Module) is the chip card that allows for usage of the mobile communications services and thus, making the Payments when inserted in a mobile telephone.
1.15. Security Code is a secret personal identification number determined by the User through which the User is identified and which is treated as the User's signature upon making the Payment.

2. PAYMENTS
2.1. Entry into the Contract allows the Account Holder to be the User as well as the Beneficiary for the purposes of the Contract.
2.2. The User shall make Payments within the Daily Limit on the basis of a call made to the number determined by the Bank using a mobile telephone.
2.3. The User shall be obliged to confirm all Payments by entering the Security Code.
2.4. The Account Holder has the right to apply to the Bank for changing the Daily Limit to the extent and pursuant to the procedure established by the Bank.
2.5. The Bank has the right to involve third parties in making the Payment (e.g. providers of the communications service, Pankade Kaardikeskuse AS).
2.6. Upon making the Payment, the User shall precisely adhere to the Payment instructions. The User can access the Payment instructions in Bank branches, on the Bank's website or at the Entrepreneur's.
2.7. Upon request of the Entrepreneur, the User shall present his or her personal identification document and agree to the details of the document being recorded.
2.8. The User shall pay the communications costs related to the Payment.
2.9. The User and the Recipient are aware of and agree with the fact that upon making the Payment their names and Mobile Phone numbers are disclosed to the other party.
2.10. The Bank is entitled to disclose information related to the Payment, the Account Holder and the User to third parties whose right to receive the information arises from the General Conditions of the Bank.

3. SECURITY
3.1. The User shall be identified on the basis of the number of the Mobile Telephone Number and the Security Code.
3.2. The User shall keep the SIM Card and the Security Code carefully and take any steps to ensure the security of the SIM Card and the Security Code.
3.3. The cardholder shall immediately notify the Bank of the loss or theft of the SIM Card or the Security Code or loss of possession thereof against his or her will.
3.4. If the Bank receives a message referred to in clause 3.3 of the Contract, the Bank suspends the Payments from being made.
3.5. The User shall provide immediate information about the circumstances related to the loss of the SIM Card or the Security Code or their possession being gained by a third party.
3.6. The User must remember the Security Code and not record it on any data medium.
3.7. For security purposes the User shall change the Security Code from time to time. Unless otherwise specified by the Bank, the User can determine the frequency of changing the Security Code.
3.8. For security purposes, the Bank has the right to suspend Payments from being made by notifying the User thereof.
3.9. The Bank has the right to refuse the Payment from being made if the Security Code has been used incorrectly or if the Bank has doubts about the authenticity of the identity of the User.
3.10. In addition to the security requirements set forth in section 3 of the Contract the User shall access the additional requirements of the Bank related to ensuring protection of the mobile telephone and the Security Code before making the Payments.

3.11. The User agrees that the Bank has the right to receive any information related to the Payment from the communications service provider of the User (e.g. the time, content, manner and form of sending the information).

3.12. The User agrees that the Bank has the right to send the User's personal identification code, Mobile Telephone Number or name to the Entrepreneur for security purposes.

4. SERVICE FEES AND EXECUTION OF PAYMENTS
4.1. The Parties have agreed that upon existence of the data specified in the Payment instructions the User's will for making the Payment shall be considered expressed.

4.2. The Bank shall accept for execution only such Payments which contain the data specified in the Payment instructions.

4.3. The Bank has the right, pursuant to the general procedure of settlements of the Bank, to debit the Account with all Payment amounts and service charges established in the Price List. Usually, the Bank debits the Account with the Payment amount on the date the Payment reaches the Bank.

4.4. Upon making the Payment to the Entrepreneur, the Entrepreneur shall pay the service fee related to the Payment and upon making the Payment to the Private Person, the Account Holder pays the service fee related to the Payment.

4.5. The Account Holder shall guarantee that the funds on the Account are sufficient for debiting the aforementioned amounts.

5. LIABILITY
5.1. The Account Holder shall give the Contract and the General Conditions of the Bank to the User for examination and ensure the performance of the User's obligations by the User.

5.2. If the User has not sent the Bank a notice under clause 3.3 of the Contract and a third person makes the Payment with the User's SIM Card, the Account Holder shall bear liability for the Payment and other possible consequences, but his or her liability is confined only to the Excess Limit, 150 (one hundred and fifty) euros.

5.3. The Excess Limit shall not be applied if the damage was caused due to the intent or severe negligence of the User or the Account Holder or if the User or the Account Holder committed an act of fraud.

5.4. The Bank shall not bear liability for the third parties involved in making the Payments, incl. the goods or services of the Entrepreneur.

5.5. The Bank shall not bear liability for the damage if making the Payments was suspended in good faith pursuant to clause 3.4 of the Contract on the basis of an incorrect notice.

6. DISPUTES

6.1. The Account Holder has the right to challenge the Payments and claim possible damages pursuant to the terms and conditions and the procedure set forth in the General Conditions of the Bank.

6.2. The Account Holder shall immediately verify the correctness of the Payments made and file all complaints related to the Payment in writing within 90 (ninety) days as of the date of debiting the Account with the Payment.

6.3. Disputes arising from the relationship between the User and the Beneficiary shall not affect the payment obligation of the Account Holder specified in section 4 of the Contract.

7. AMENDMENT OF CONTRACT
7.1. The Bank has the right to amend the Contract unilaterally by notifying the Account Holder or the User of the amendments at a Bank branch, Bank's website or in another manner determined by the Bank not later than 1 (one) month in advance.

7.2. If the Account Holder does not agree with the amendment of the Contract, the Account Holder shall have the right to terminate the Contract within the term specified in clause 7.1 of the Contract.

7.3. If the Account Holder has not terminated the Contract within the term specified in section 7.1 of the Contract it shall be considered that the Account Holder agrees with the amendments.

8. VALIDITY OF CONTRACT
8.1. The Contract shall enter into force 1 (one) day after the Parties to the Contract have agreed with the terms and conditions therein and the Contract has been entered into for an unspecified period.

8.2. The Account Holder has the right to terminate the Contract unilaterally by notifying the Bank thereof in advance.

8.3. The Bank has the right to terminate the Contract immediately with good reason without any prior notice.

8.4. The Bank has the right to terminate the Contract not later than 7 (seven) days in advance.

8.5. The Bank has the right to debit the Account with all Payments made before termination of the Contract, fees established in the Price List and other payables.

9. GENERAL CONDITIONS
The General Conditions of the Bank and Principles of Processing Client Data in the Estonian Companies of Swedbank AS shall apply in all other respects. The Account Holder confirms that he or she is familiar and agrees with the General Conditions.