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 Agreement 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 Agreement 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 Agreement using a mobile telephone.

1.7 **Agreement** is this mobile payment Agreement between the Account Holder and the Bank.

1.8 **Payment** is a money transmission to the Beneficiary at the account of the funds in euros on the Account pursuant to the procedure established by the Bank using a mobile telephone.

1.9 **Daily Limit** is a limit amount in euros 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 accrues.

1.11 **Mobile Telephone Number** is the number specified by the Account Holder in the Agreement 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 Agreement.

1.12 **Excess Limit** means an amount of money to the extent of which the Account Holder is liable for unauthorised Payments made by a third party via the mobile phone until the moment the Bank is informer thereof. The terms of application of excess and the Excess Limit have been provided for in the Agreement and in the Law of Obligations Act.

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 Agreement** allows the Account Holder to be the User as well as the Beneficiary for the purposes of the Agreement.

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 confirm all Payments by inserting the Security Code and it is considered the User’s consent to making the Payment.

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, Nets Estonia AS).

2.6 Upon making the Payment, the User shall precisely adhere to the Conditions for making Payment Transactions. The User can access the
Conditions for making Payment Transactions in Bank branches, at the homepage of the Bank www.swedbank.ee under menu item “Bank conditions” 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 Upon making a Payment, the Beneficiary’s and the User’s names and Mobile Telephone numbers become known to the counterparty to the Payment.

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 User shall immediately notify the Bank of the loss or theft of the SIM or the Security Code or loss of possession thereof against their will.

3.4 If the Bank sends a notice pursuant to clause 3.3 of the Agreement, the Bank shall suspend the Bank services (incl. Payments) bound to the Mobile Telephone number.

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 The Bank has the right to, without the obligation to compensate for possible damage or loss, suspend Payments at any time on any of the following occasions:

3.8.1 security purposes;

3.8.2 if the Bank suspects that the Security Code is being used and/or Payments are being made without the consent of the Account Holder;

3.8.3 if the Bank suspects that the Security Code is being used or Payments are being made by way of fraud;

3.8.4 if the risk that there are not enough funds on the Account for performance of the Account Holder’s obligations, increases considerably.

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 Agreement the User shall access the additional requirements of the Bank related to ensuring protection of the mobile telephone (SIM) and the Security Code before making the Payments.

3.11 During the term for which Payments have been suspended on the basis of clause 3.3 or 3.8 no Payments can be made. If notification of the User/Account Holder of suspension of Payments on the basis specified in clause 3.8 is possible, taking into account the security considerations, and notification is not in conflict with legislation, the Bank shall notify of suspension of Payments in advance or as soon as possible after suspension. Payments can be resumed after the lapse of the ground for suspension of Payments, except if, considering the circumstances of the suspension, it is not possible to allow for making the Payments on the former terms and conditions (e.g. the Mobile Telephone number changes). In the latter event the Agreement terminates.

3.12 By accepting the terms and conditions of the Agreement the Account Holder warrants and represents that the Bank has the right to receive Payment-related necessary information (e.g. time of forwarding, contents, manner and format) from the communications service provider of the Account Holder and the User, provided that the User and the Account Holder are different persons.

3.13 By accepting the terms and conditions of the Agreement, the Account Holder warrants and represents that for security purposes the Bank has the right to send, at the discretion of the Bank, to
the Entrepreneur the personal identification code, Mobile Telephone number and/or the name of the Account Holder and the User, provided that the Account Holder and the User are different persons.

4. Service fees and execution of payments

4.1 The Parties have agreed that upon existence of the data specified in the Conditions for making Payment Transactions 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 Conditions for making Payment Transactions.

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 If the User and the Account Holder are different persons, the Account Holder shall hand the Agreement, the Bank’s General Conditions and other terms and instructions for making Payments to the User for examination and ensure performance of the User’s obligations arising from the same.

5.2 The Account Holder is liable to the extent of the Excess Limit for any damage or loss caused by an unauthorised Payment made by a third party using the User’s SIM until the moment the Bank receives a notice specified in clause 3.3 of the Agreement. The Excess Limit shall be 50 (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 or loss if making the Payments was suspended in good faith pursuant to clause 3.4 of the Agreement on the basis of an incorrect notice or the ground specified in clause 3.8.

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, except in the event specified in Bank’s General Conditions.

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 Agreement.

7. Amendment of agreement

7.1 The Bank has the right to amend the Agreement unilaterally, notifying the Account Holder thereof on paper or on another durable data medium (e.g. e-mail or SMS, Internet Bank) at least 2 (two) months in advance.

7.2 If the Account Holder does not consent to the amendment of the Agreement, the Account Holder shall have the right to cancel the Agreement within the term specified in clause 7.1 of the Agreement.

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

8. Validity of agreement

8.1 The Agreement shall enter into force 1 (one) day after the Parties to the Agreement have agreed with the terms and conditions therein and the Agreement has been entered into for an unspecified period.
8.2 The Account Holder has the right to terminate the Agreement unilaterally by notifying the Bank thereof in advance.

8.3 The Bank has the right to terminate the Agreement unilaterally at any time, notifying the Account Holder thereof at least 2 (two) months in advance.

8.4 With good reason the Bank has the right to extraordinarily terminate the Agreement in the event specified in Bank’s General Conditions without following the term of advance notification specified in clause 8.3.

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

9. Miscellaneous

In matters not regulated by the Agreement the Bank’s General Conditions, the Principles of Processing Client Data, the Bank’s terms and conditions of current account and payment transactions and the Price List that constitute inseparable parts of the Agreement and are available at the homepage of the Bank www.swedbank.ee under menu item “Bank conditions” or in Bank branches shall be applied. By acceptance of the terms and conditions of the Agreement the Account Holder warrants and represents that they have understood them and consent to them.