Conditions of the "Balance in mobile" 
Bank service agreement

Effective as of 01.06.2018

1. Definitions

1.1 Bank Account is the current account of the Client specified in the Agreement.

1.2 Price List is the valid price list of the Bank.

1.3 Client is the person who uses the mobile communications services of the Operator via a mobile telephone.

1.4 Agreement is this "Balance in Mobile" bank service agreement.

1.5 Mobile Phone Number is the number specified in the Agreement upon calling from which the Bank supplies the Service.

1.6 Bank shall mean the public limited company Swedbank AS.

1.7 SIM (Subscriber Identity Module) is the chip card that allows the use of the mobile communications services of the Operator when inserted in a mobile phone.

1.8 Operator is the provider of mobile communications services whose mobile communications services the Client uses.

1.9 Service is the “Balance in Mobile” bank service provided by the Bank that allows for the receipt of the information about the Client’s Bank Account by calling from a mobile phone to the short number 1503 on the conditions set out in the Agreement.

2. Use of service

2.1 The Bank shall render the Service on the basis of every call made from the mobile phone to the short number 1503.

2.2 The Bank has the right to demand that the Customer be the Customer of an Operator acceptable to the Bank in order to use the Service.

2.3 The Customer has the right to use the Service during the service hours determined by the Bank. The Bank has the right to change its service hours, informing the Customer thereof in the manner determined by the Bank.

2.4 The Bank shall not be liable for delays or damage occurring when the Service is used or for any other consequences caused by circumstances independent of the Bank.

3. Security and identification of client

3.1 The Customer shall be identified on the basis of the Mobile Phone Number specified by the Customer in the Agreement.

3.2 The Customer shall maintain the SIM with care to prevent it falling into the hands of a third party against the will of the Customer.

3.3 If there is any threat that the Service may be used by third parties, the Client shall immediately suspend the Agreement. In order to suspend the Agreement, the Client shall send a relevant order to the Bank pursuant to the procedure established by the Bank (e.g. via teleservices). In order to continue fulfilment of the suspended Agreement, the Customer shall send a relevant order to the Bank pursuant to the procedure determined by the Bank (e.g. via teleservices).

3.4 If the Customer has not suspended the Agreement and a third party uses the Service with the Customer's SIM, the Bank shall treat the orders given by such a party as orders given by the Customer and the Customer shall be liable for use of the Service and for other possible consequences.

3.5 In addition to the security requirements specified in the Agreement the Client shall access the additional security instructions prepared by the Bank in the Internet Bank before use of the Service.

4. Service fees

4.1 The Bank has the right to withhold the service charges established in the Price List of the Bank that are related to the Agreement from the Account of the Customer on the days and pursuant to the procedure determined by the Bank.
4.2 The Client shall guarantee that the funds in his or her Bank Account are sufficient for withholding the amounts specified in clause 4.1 of the Agreement. If there are not enough available funds in the Account to cover the service charges, the Bank has the right to not supply the Service.

4.3 The Client shall pay the Operator the communications expenses related to the Service.

5. Amendment and adjustment of contract

5.1 The Bank has the right to amend the Agreement unilaterally by notifying the Account Holder or the User of the amendments through Teleservices or in another way determined by the Bank not later than 1 (one) month in advance.

5.2 If the Client does not consent to the amendment of the Agreement, the Client shall be entitled to cancel the Agreement within the term specified in clause 5.1 of the Agreement.

5.3 If the Client has not cancelled the Agreement within the term specified in clause 5.1 of the Agreement, it shall be considered that the Client has consented to the amendments.

6. Validity and cancellation of contract

6.1 The Agreement has been entered into for an unspecified term.

6.2 The Client has the right to terminate the Agreement unilaterally by notifying the Bank of the corresponding request pursuant to the procedure established by the Bank (e.g. via teleservices).

6.3 The Bank has the right to terminate the Agreement unilaterally by notifying the Client of its corresponding desire not later than 7 (seven) days in advance.

6.4 If the Client does not adhere to the terms and conditions of the Agreement, the Bank shall have the right to terminate the Agreement immediately with good reason by notifying the Client thereof.

7. General terms and conditions

The General Conditions of the Bank and Principles of Processing Client Data which are available at the homepage of the Bank www.swedbank.ee under menu item “Bank conditions” or at Swedbank branches shall apply in all other respects. The Client shall confirm that he/she has examined and consents to them.