1. DEFINITIONS
1.1 Bank Account is the settlement account of the Account Holder specified in the Agreement.
1.2 Price List is the valid price list of the Bank.
1.3 User is the Account Holder or a person authorised by the Account Holder who uses the mobile telephone number specified in the Agreement and the services of the Service Provider with the Prepaid Card.
1.4 Account Holder is a person who has concluded an Agreement with the bank and whose Bank Account is debited with the Transaction amount.
1.5 Prepaid Card is a smart card that identifies the User and allows the mobile communications services of the Service Provider to be used when inserted in a mobile telephone.
1.6 Agreement is this Mobile Telephone Calling Time Addition Agreement concluded between the Bank and the Account Holder.
1.7 Limit is a limit amount in Estonian kroons to the extent of which the User can perform Transactions a day, week or month.
1.8 Excess Limit is an amount of money to the extent of which the Account Holder is liable for unauthorised Transactions until the moment the Bank is informed. The terms of application of excess and the Excess Limit have been provided for in the Agreement and in the Law of Obligations Act.
1.9 Service Provider Account is the settlement account of the Service Provider in the Bank which allows the User to use the Services to the extent of the amount of money transferred to the account.
1.10 Mobile Telephone Number is a number determined by the Service Provider which is connected to the Prepaid Card and which the Service Provider provides with mobile communications services.
1.11 Bank is Swedbank AS.
1.12 Service Provider is the provider of the mobile communications service, whose services are used by the User.
1.13 Service is a service provided through the mobile communications network of the Service Provider with the help of the Prepaid Card.
1.14 Transaction is a transfer of Estonian kroons from the Bank Account to the Service Provider’s account in the amount specified in the Agreement by the Account Holder on the basis of calling the corresponding service number of the Service Provider using a mobile telephone or sending a text message.

2. CONCLUSION OF TRANSACTIONS
2.1 The Bank shall execute the Transaction to the extent of the Limit on the basis of a call made at or a text message sent from the Mobile Telephone number to the corresponding service number of the Service Provider and it shall be deemed the User’s consent to the execution of the Transaction.
2.2 Upon conducting the Transaction, the User shall precisely adhere to the instructions (incl. the security instructions) of the Bank that are available on the Bank’s website.
2.3 The User has the right to conduct Transactions during the service hours determined by the Bank.
2.4 The User shall pay for the Service with money transferred to the account of the Service Provider on the basis of the Transaction.
2.5 For security purposes and without the obligation to compensate for possible damage or loss, the Bank has the right to suspend Transactions by notifying the User thereof.

3. IDENTIFICATION OF THE USER AND SECURITY OF THE PREPAID CARD
3.1 The User shall be identified on the basis of the number of the Mobile Telephone.
3.2 The User shall keep the Prepaid Card carefully to prevent it from going to the possession of a third person against the will of the User.
3.3 The User shall immediately notify the Bank of loss of the Prepaid Card or its going to the possession of a third person against the will of the User or terminate the Agreement.
3.4 In the event of receiving a notice specified in clause 3.3 as well as in the event specified in clause 2.5 the Agreement shall terminate and, where necessary, the Bank shall suspend other services of the Bank related to the Mobile Phone number.

4. LIABILITY
4.1 If the Account Holder and the User are different persons, the Account Holder shall hand over the Agreement, the General Conditions of the Bank and other terms and conditions related to adding mobile telephone calling time to the User for examination and ensure performance of the User’s obligations.
4.2 The Account Holder is liable to the extent of the Excess Limit for any damage caused by unauthorised Transactions until the moment the Bank has been informed thereof in accordance with clause 3.3 of the Agreement. The Excess Limit is 150 (one hundred and fifty) euros.
4.3 If the Account Holder/User has not given the Bank any notice pursuant to clause 3.3 or 4.7 of the Agreement and a third party makes the Transaction using the Prepaid Card, the Bank shall treat the orders given by the third party as the User’s orders and the Account Holder is liable for the Transaction and other possible consequences.
4.4 The Excess Limit shall not be applied if the damage or loss has been caused by the intent, gross negligence or fraud of the User/Account Holder.
4.5 The Bank shall not be liable for delays, damages or any other consequences caused by circumstances independent of the Bank.
4.6 The Bank shall not liable for the acts or omissions of the third parties involved in the Transactions, incl. for the service of the Service Provider or if the User is not serviced.

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

5.2 The Account Holder shall immediately verify the correctness of the Transactions and file all complaints related to the Transactions within 60 (sixty) days as of the Bank Account being debited with the Transaction, except in the event specified in clause 10.1.1 of the Bank’s General Conditions.

5.3 Disputes that arise from the relations between the Account Holder and the Service Provider shall not affect the payment obligation of the Account Holder indicated in section 6 of the Agreement.

5.4 The Bank shall refund the Transaction amount challenged by the Account Holder to the Account Holder only after the Bank has received the corresponding refund itself.

6. PAYMENT OBLIGATION
6.1 The Bank has the right, pursuant to the general procedure of settlements, to debit the Bank Account with all Transaction amounts and service charges established in the Price List.

6.2 The Account Holder shall guarantee that the money on the Bank Account is sufficient for withholding the amounts specified in clause 6.1 of the Agreement.

7. AMENDMENT OF AGREEMENT
7.1 The Bank has the right to unilaterally amend the Agreement by notifying the Account Holder thereof on paper or another durable data medium (e.g. email or SMS or via the Internet Bank) not later than 2 (two) months in advance.

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

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

8. VALIDITY AND TERMINATION OF AGREEMENT
8.1 The Agreement enters into force as of acceptance of the terms and conditions thereof by both parties and remains in force for an unspecified term.

8.2 The Account Holder has the right to cancel the Agreement unilaterally at any time by notifying the Bank thereof.

8.3 The Bank has the right to terminate the Agreement unilaterally by notifying the Account Holder or the User not later than 1 (one) month in advance.

8.4 If the User or the Account Holder does not adhere to the terms and conditions of the Agreement, the Bank shall have the right to cancel the Agreement immediately with good reason and without following the term specified in clause 8.3.

8.5 Expiry of the Agreement shall not affect the monetary claims that have arisen prior to the expiry of the Agreement becoming collectible or their satisfaction. The Bank has the right to withdraw the amounts of all Transactions conducted before termination of the Agreement and the charges specified in the Price List of the Bank and other debts.

9. GENERAL
9.1 The Bank shall be entitled to disclose information about the Agreement, the Account Holder and the User to third persons whose right to receive the information arises from the Agreement, law or the principles of Processing Client data in the Estonian Companies of Swedbank.

9.2 The General Conditions of the Bank, the Principles of Processing Client Data, the terms and conditions of current account and payment transactions of the Bank and the Price List that all constitute inseparable parts of the Agreement shall apply in all other respects. By signing the Agreement the Account Holder warrants and represents that they are familiar and consent to the said terms and conditions.

9.3 By accepting the terms and conditions of the Agreement the Account Holder warrants and represents that they have read the terms and conditions of the Agreement and received required information from the Bank about addition of mobile telephone calling time.