User terms of websites

20.04.2018

1. General provisions

1.1 These User Terms of Websites (hereinafter: the User Terms) apply to the website (www.swedbank.ee) and its related websites (e.g. subdomains, subdivisions) (hereinafter jointly referred to as the Website) of Swedbank AS (located at Liivalaia 8, 10154 Tallinn, registry code: 110060701) (hereinafter: the Bank).

1.2 These User Terms may also apply to the websites of subsidiaries of the Bank, if the subsidiary explicitly refers to them on its website.

1.3 By accessing this Website and using the information and services provided on or via this Website you agree to be bound by these User Terms. In the event of any conflict between the terms and conditions of an agreement entered into with the Bank and these User Terms, the terms and conditions of the respective agreement shall prevail.

1.4 If you find any inaccuracies or errors in any information provided on the Website or on a linked website, please contact info@swedbank.ee without delay.

2. Restrictions on use of website

2.1 The information contained within the Website is obtained from sources, which the Bank considers reliable. Although the Bank does its best to ensure that the information provided on the Website is accurate, complete and up-to-date, the Bank gives no such explicit or implicit guarantees.

2.2 Information on the Webpage may be changed or removed without notice. The Bank does not warrant or represent that the Website functions without interruption.

2.3 The information on the Website shall not, under any circumstances, be considered as advice or a recommendation to buy or sell a product, service or financial instrument, or recommendation by any of the service providers, unless the service provider states otherwise.

2.4 The information on the Website is not aimed at persons who are prohibited under applicable law or the regulations of their citizenship, domicile or residence from gaining access to or using the Website. Persons who are prohibited from gaining access to the information on the Website or who doubt whether they are permitted to access or use the information are kindly asked to leave the Website. This applies in particular to residents of Australia, Canada and Japan. Regarding persons related to the U.S. and the U.K., see also section 3 below.

3. Important information for persons related to U.S. and U.K.

3.1 The information on the Website is not directed at persons who (i) regardless of their citizenship, are mostly or permanently in the United States, (ii) are residents of the U.S., (iii) are partnerships or corporations organised or incorporated under U.S. law, (iv) are representative offices of foreign corporations or (v) are other U.S. persons (as defined in the U.S. legislation). The information on the Website shall not be deemed an offer made or recommendation given to such persons.

3.2 The persons referred to in section 3.1 (except persons with whom the Bank has entered into a Teleservices agreement) may not purchase products, services or securities via the Website. The persons referred to in section 3.1 may not purchase investment services and products even if they have entered into a Teleservices agreement with the Bank.

3.3 A natural person may be a person referred to in section 3.1 also if they can be regarded as a U.S. resident for the purpose of tax legislation. A legal person may be a person referred to in section 3.1 also if they are established in the U.S. or if they operate pursuant to the U.S. legislation. A representative office or a branch of a foreign legal person may be a person referred to in section 3.1 also if they operate in the U.S. A person may regarded as a U.S. person also on other grounds pursuant to U.S. legislation.

3.4 Nothing on the Site shall be understood to constitute (a) an invitation or inducement to engage in investment activity (within the meaning of the U.K. Financial Services and Markets Act 2000 (the 'FSMA')) or (b) a promotion of any collective
investment scheme (within the meaning of the FSMA) to the general public in the United Kingdom.

4. Financial instruments

4.1 Swedbank and its subsidiaries may, from time to time, have positions or holdings in securities or may be providing corporate financing and debt capital markets services to such companies or issuers that are directly or indirectly referred to in documents or recommendations accessible on or through the Website, or seek corporate financing and debt capital markets services from such companies or issuers.

5. Limitation of liability

5.1 Other than as required under consumer protection law or other imperatively applicable legislation and/or stipulations of agreements entered into with the Bank, the Bank shall not, under any circumstances, be liable for any expenses, losses or damages (direct, indirect, special, incidental or punitive damages, including but not limited to financial losses and lost profits) arising in any way from access to or use of the Website or caused by the user’s reliance on information obtained from or through the Website.

5.2 It is in the interests of and is also the responsibility of the user of the Website to evaluate and verify the accuracy, completeness and usefulness of any opinion, piece of advice or other content available on or via the Website. Please always seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, piece of advice, product, service or other content.

6. Copyright and trademarks

6.1 The Bank or third parties, where specified, retain the ownership, copyright © and all other immaterial rights of the Website. All rights are reserved in all countries. The publication, reproduction, transfer or storage of the contents of the Website in whole or in part is forbidden unless the holder of title, copyright or other immaterial right has granted permission for such action. This prohibition does not apply to storage on a computer or printing for personal use only. The contents may be quoted according to applicable copyright legislation. Where the contents are quoted, the source must be indicated. The trademarks or logos included on the Website may not be reproduced, published or distributed without the prior written consent of the holder of the title.

6.2 Participants in discussion forums, chat rooms, debates and similar features of the Website may only submit material to which they hold the copyright or material for which they have in some way obtained this right. A participant who submits material is deemed, as and when the material is submitted, to consent to the Bank’s storing, disseminating and publishing the material, electronically or otherwise.

7. Links

7.1 Where the Bank provides text links to third party websites, such links are not an endorsement by the Bank of any products or services provided on or via such websites. The use of such links is entirely at the user’s own risk. Please note that the Bank is not responsible or liable for the content, use or availability of such websites. The Bank has not verified the truth, accuracy, reasonability, reliability or completeness of any content of such websites.

7.2 If you wish to link to the Website from your own website, it is compulsory to follow the instructions www.swedbank.ek/kudaslinkida on the Bank’s website.

7.3 In general, all external materials linked on the Website shall be opened in a new tab or separate window and they shall not be displayed in connection with any other trademark or logotype unless otherwise agreed in writing with the Bank.

8. Warning

8.1 When using the Internet there are certain risks (for example computer viruses, possibility of identity and/or password theft, connection interruptions, etc.) that the user should be aware of and consider. Therefore, the Bank asks the visitor to always make sure before carrying out transactions via the Internet Bank that the computer used is free of viruses and spyware and, if necessary, to seek professional assistance to avoid and/or minimise possible damage and risks.

8.2 If you receive an e-mail or telephone call allegedly from Swedbank in which the writer/caller without your own initiative asks you to disclose confidential information (for example your account number, user name or passwords), please immediately contact info@swedbank.ek or call 6 310 310 for security reasons and further instructions. As a rule, the Bank does not ask clients for such
information via e-mail or telephone without the clients' initiative (although this does not apply in cases where clients call the Bank and use the Bank's Telephone Bank). If you visit Swedbank's Internet Bank – especially if you use for access an e-mail link or a link from another webpage, which was not necessarily provided by the Bank (in which case we strongly recommend that you avoid such action) – always check that you are dealing with the actual Website.

9. Applicable law and jurisdiction

9.1 To the part that is not regulated in the User Terms applies Swedbank’s cookie policy which is available under the Bank conditions on Bank’s website www.swedbank.ee.

9.2 The Website and these User Terms are governed by and construed in accordance with the laws of Estonia. All disputes arising from or in connection with these User Terms shall be submitted to the exclusive jurisdiction of the Harju County Court in Estonia, unless imperatively provided otherwise in applicable legislation.