1. GENERAL
1.1 The terms of these User Terms (hereinafter referred to as the “User Terms”) apply to this website (www.swedbank. ee, hereinafter referred to as the “Site”) of Swedbank AS, with its principal place of business located at Liivalaia 8, 15040 Tallinn, and registered in the Estonian commercial register under registry code 10060701 (hereinafter referred to as “Swedbank”).

1.2 These User Terms shall automatically also apply to websites which are placed under the Site (for example sub-domains and sub-directories) (with the exception of the Internet bank, as stated in clause 1.3).

1.3 These User Terms do not apply to the part of the Site what you will reach after you have logged on (Internet bank).

1.4 By accessing this Site and/or using the information and services provided on or via this Site you agree to be bound by these User Terms. In the event of any conflict between the terms and conditions of the agreement made with Swedbank and these User Terms, the terms and conditions of the respective agreement shall prevail.

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

2. RESTRICTIONS ON THE USE OF THE SITE
2.1 The information contained within the Site is brought from sources which Swedbank considers reliable. Although Swedbank does its best to ensure that the information provided on the Site is accurate, complete and up-to-date, Swedbank gives no such explicit or implicit guarantees.

2.2 The information on the Site may be changed or removed without notice. Swedbank does not warrant or represent that the Site functions without interruption.

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

2.4 The information on the Site 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 use such a website. Persons who are prohibited from gaining access to the information on the Site or who doubt whether they are permitted to access or use the information are kindly asked to leave the Site. This applies in particular to residents of Australia, Canada and Japan. Regarding U.S. and U.K. persons, see also section 3 below.

3. IMPORTANT INFORMATION FOR U.S. AND U.K. PERSONS
3.1 The information on the Site is not directed at and is not intended for persons – whatever their citizenship – who are currently in the United States, nor is it intended for U.S. residents, partnerships or corporations organised or incorporated under U.S. law or other U.S. persons (as defined in Regulation S under the U.S. Securities Act of 1933, as amended), and shall not be deemed an offer to provide or sell, or the solicitation of an offer to acquire or purchase, products or services in the United States or to such persons, residents, partnerships or corporations.

3.2 No such persons, residents, partnerships or corporations may acquire or purchase products or services via the Site, and no offers to acquire or purchase products or services made by such persons, residents, partnerships or corporations via the Site will be acknowledged or accepted.

3.3 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) promotion of any collective investment scheme (within the meaning of the FSMA) to the general public in the United Kingdom.

4. FINANCIAL INSTRUMENTS
Swedbank and its subsidiaries may, from time to time, have positions or holdings in securities or may be providing or seeking to provide corporate finance and debt capital markets services to such companies or issuers that are directly or indirectly referred to in research documents or recommendations accessible on or through the Site.

5. LIMITATION OF LIABILITY
5.1 Other than as required under consumer protection law or other imperatively applicable laws and/or regulations, Swedbank shall not, under any circumstances, be liable for any expenses, losses or damages (direct, indirect, special, incidental, consequential, punitive or exemplary damages, including but not limited to financial losses and lost profits) arising in any way from access to or use of the Site or caused by user reliance on information obtained through the Site or a linked site.

5.2 It is in the interests of and is also the responsibility of the user to evaluate and verify the accuracy, completeness and usefulness of any opinion, piece of advice or other content available through the Site, or obtained from a linked site. 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 Swedbank or third parties, where specified, retain the ownership, copyright © and all other immaterial rights of the Site. All rights are reserved in all countries. The publication, reproduction, transfer or storage of the contents of the Site in whole or in part is forbidden unless the holder of title, copyright, title 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 Site may not be reproduced, published or distributed without the previous written consent of the holder of the title.

6.2 Participants in discussion forums, chat rooms, debates and similar on the Site 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 Swedbank’s storing, disseminating and publishing the material, electronically or otherwise.

7. LINKS
7.1 Where Swedbank provides text links to third party websites, such links are not an endorsement by Swedbank of any products or services provided on or via such websites. The use of such links is entirely at your own risk. Please note that Swedbank is not responsible or liable for the content, use or availability of such websites. Swedbank has not verified the truth, accuracy, reasonableness, reliability or completeness of any content of such websites.
7.2 All links to the Swedbank website shall be opened in a new tab or separate window. For further information on how to link to the Swedbank website, visit the Swedbank webpage www.swedbank.ee/kuidaslinkida.

7.3 All material linked from the Site shall be opened in a new tab or separate window, and may not be presented in connection with the trademark or logotype of any other website unless otherwise agreed in writing with Swedbank.

8. COOKIES
8.1 This Site contains text files that the visited website saves on the hard disk of your computer (e.g. cookies). A text file contains information and is, among other things, used to support the visitor's use of the relevant website.

8.2 There are two types of cookies. The first type, which is called a persistent cookie, stores a file on your hard disk for a certain period of time. Swedbank uses persistent cookies in order to track the visitor's navigation on the Site and to collect statistical data.

8.3 The other type of cookie, which is called a session cookie, is only stored temporarily during the time you surf on a site. In order to use Swedbank’s Internet service, you must agree to the use of session cookies. Session cookies are used by Swedbank in order to enable you to carry out your banking transactions etc. and will disappear when you log out or close your browser.

8.4 If you will not accept cookies, you can change the security settings of your browser. You can choose not to permit the use of persistent cookies without any impact on the functionality of the website. Please note that if you do not accept session cookies, you cannot make your banking transactions etc. via the Site.

9. WARNING
9.1 Please note that when using the Internet there are certain risks (for example computer viruses, possibility of identity and/or password theft, connection interruptions etc.) you must reckon with. Please always make sure before carrying out transactions via the Internet bank that your computer is free of viruses and spyware and if necessary seek professional assistance to avoid and/or minimise possible damage and risks.

9.2 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.ee or call 6 310 310 for security reasons and further instructions. As a rule, Swedbank does not ask clients for such information via e-mail or telephone (although this does not apply in cases where clients call and use Swedbank’s telephone bank) without clients initiative. If you visit Swedbank’s Internet bank – especially if you use for access an e-mail link or a link from another web page, which may not have been provided by Swedbank (in which case we strongly recommend that you avoid such action) – always check that you are dealing with the actual Swedbank website.

10. Applicable law and jurisdiction
The Site 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 Harju County Court in Estonia, unless imperatively provided otherwise in applicable legislation.

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