1. DEFINITIONS
1.1 Internet Bank is an electronic payment channel, which allows the User to make Operations on the Internet by contacting the Bank's server.
1.2 Price List is the price list of the Bank.
1.3 User is a natural person who performs Operations via Teleservices.
1.4 Account is a current account that the Account Holder has opened in the Bank and that is connected to the Teleservices.
1.5 Account Holder is a legal or natural person to whose Account in the Bank the Teleservices are connected.
1.6 Agreement is this Teleservices Agreement.
1.7 Limit is a limit amount to the extent of which the User can perform Operations per day or month.
1.8 Excess Limit is an amount of money to the extent of which the Account Holder bears liability for unauthorised use of the Teleservices until the moment when the Bank has been notified thereof. The Excess Limit is established on the terms and conditions set out in the Republic of Estonia Law of Obligations Act.
1.9 Bank is public limited company Swedbank AS
1.10 Telephone Bank is an electronic payment channel, which allows the User to perform Operations by phone, calling the phone number designated by the Bank.
1.11 Teleservices mean the Internet Bank and the Telephone Bank jointly.
1.12 Operation is disposal of the assets on the Account through the Telesevices, exchange of information and usage of another service of the Bank or a third person (e.g. transfers, entry into a contract).
1.13 Security Elements are variable passwords for identification of the User in the Telephone Bank and the permanent password and variable passwords for identification of the User in the Internet Bank and a certificate allowing for digital identification.

2. GENERAL PROVISIONS
2.1 Usage of the Telesevices is regulated by this Agreement and contracts concluded on the services provided through the Telesevices (e.g. deposit, direct debit, WAP service).
2.2 Besides the Bank, third parties (including subsidiaries of the Bank) provide the User with their services through the Telesevices. The Bank does not bear any liability for the services of third parties.
2.3 The Account Holder shall give the Agreement and the General Conditions of the Bank to the User for examination and bear liability for performance of the contractual obligations by the User.

3. TECHNICAL REQUIREMENTS
3.1 For using the Telesevices, the means and connections of communications of the User must be in conformity with the technical requirements established by the Bank. The requirements are available on the Bank's website.
3.2 The User is liable for the security of its computer and the Internet connection.

4. PERFORMANCE OF OPERATIONS
4.1 The Bank shall provide Teleservices to the User at the operation times determined by the Bank.
4.2 The User shall use the Teleservices purposefully (i.e. not for illegal or other activities that may harm the Bank or third parties).
4.3 When performing the Operations, the Bank shall adhere to the current procedure of settlements and the deadlines for performing Operations in the Bank.
4.4 By agreement of the Parties, the Bank shall, in the interest of security, verify certain Operations before performing them. The Bank shall exercise verification by phone, calling the contact phone number designated by the Account Holder. The Account Holder agrees that the person answering the call to the contact phone number has the right to approve or cancel the Operations. The Bank shall identify the aforementioned person pursuant to the procedure established by the Bank.
4.5 If the person set out in clause 4.4 of the Agreement does not confirm the content of the Operation during verification or if the Bank cannot establish a contact for verification of the Operation, the Bank shall have the right not to perform the Operation.
4.6 The Bank shall have the right to refuse performance of the Operation if the Security Elements have been used incorrectly or if the Bank has doubts about the authenticity of the identity of the User.
4.7 The Bank shall perform the Operation to be performed through the Telephone Bank only if the User has not challenged the Operation information immediately after they have been read out by the Bank.
4.8 If one wants to perform the Operation through the Telephone Bank in a language that is not in conformity with the Agreement, the Bank shall have the right not to perform the Operation.
4.9 To give an international payment order through the Telephone Bank, the User shall fax the relevant international payment order form of the Bank to the number indicated by the Bank. The order shall be executed after the User has been identified in accordance with the Agreement and the User has confirmed through the Telephone Bank the authenticity of the international payment order sent by fax.

5. LIMITS OF THE OPERATIONS
5.1 The Bank has the right to establish Limits for the Operations.
5.2 The Account Holder has the right to change the Limits established by the Bank to the extent and pursuant to the procedure established by the Bank.
5.3 In the Agreement the Account holder can establish a limit, with which they establish the total maximum daily and monthly amount of the Transactions to be made by all the Users from all the Accounts bound to the Agreement (the maximum transaction limit to payments and security transfers).

6. IDENTIFICATION OF THE USER
6.1 For performance of the Operations through the Teleservices the Bank shall identify the User on the
6.3 As from the day specified by the Bank the parties may identify the User in another manner.
6.4 For security purposes the Bank may demand the use of different Security Elements in case of different Operations and Limits.

7. CONFIDENTIALITY OF SECURITY ELEMENTS
7.1 The User shall keep the Security Elements carefully and take any steps to ensure the security of the Security Elements.
7.2 The User shall immediately notify the Bank of the loss or theft of the Security Elements or of loss of possession thereof against the will of the User in any other manner. In the case of digital signature certificate, the User shall notify the relevant provider of the certification service (e.g. AS Sertiifitseerimiskeskus) about the aforementioned.
7.3 The User shall immediately provide the Bank with information about the circumstances related to clause 7.2 of the Agreement.
7.4 If the Bank receives a notice referred to in clause 7.2, the Bank shall take any and all measures in order to prevent usage of the Teleservices.
7.5 For security purposes the User shall regularly change the permanent password in the Internet Bank and the variable passwords card at a Bank branch.
7.6 For security purposes the User shall change in the Internet Bank the permanent password given by the Bank as soon as possible. The User shall memorise the permanent password set by him or her and may not record it on any data medium.
7.7 In case of using the digital signature certificate the User shall be obliged to perform the obligations agreed on with the provider of the corresponding certification service as well as the obligations arising from legislation (e.g. Digital Signature Act).
7.8 Prior to commencement of use of the Teleservices the User shall examine the supplementary instructions drafted by the Bank regarding ensuring the security of the Security Elements and the computer. The supplementary instructions are available on the Bank’s website.

8. EXCESS OF THE ACCOUNT HOLDER
8.1 The Account Holder shall be liable, to the extent of the Excess Limit, for any damage caused by unauthorised usage of the Teleservices until notification of the Bank pursuant to clause 7.2 of the Agreement.
8.2 The Excess Limit is 150 (one hundred and fifty) euros per each Account.
8.3 The Excess Limit shall not be applied if the damage was caused due to the intent, severe negligence or fraud of the Account Holder or the User.

9. SERVICE FEES
9.1 The Bank has the right to debit the Account with all Operation amounts and service fees set out in the Price List. The Bank shall debit the Account with the Operation amounts and the service fees pursuant to the general procedure for settlements of the Bank.
9.2 The Account Holder shall ensure that there are enough funds on the Account for debiting the amounts specified in clause 9.1 of the Agreement.

10. AMENDMENT OF THE AGREEMENT
10.1 The Bank has the right to amend the Agreement unilaterally by notifying the Account Holder or the User of the amendments at a Bank branch, on the Bank’s website or in another manner determined by the Bank (e.g. the mass media) not later than 1 (one) month in advance.
10.2 If the Account Holder does not consent to the amendment of the Agreement, he or she shall have the right to cancel the Agreement within the term specified in clause 10.1 of the Agreement.
10.3 If the Account Holder has not cancelled the Agreement within the term specified in clause 10.1 of the Agreement it shall be considered that the Account Holder consents to the amendments.

11. VALIDITY AND TERMINATION OF AGREEMENT
11.1 The Agreement shall enter into force upon signature by the parties and remain in force for an unspecified period.
11.2 The Account Holder has the right to cancel the Agreement at any time by submitting a relevant application to the Bank.
11.3 The Bank has the right to cancel the Agreement unilaterally by notifying the Account Holder or the User thereof not later than 30 (thirty) days in advance.
11.4 The Bank has the right to cancel the Agreement immediately with good reason (See section 9 of the General Conditions of the Bank).
11.5 The Bank has the right to debit the Account with the amounts of all Operations performed before expiry of the Agreement and with the charges specified in the Price List of the Bank and other debts.

12. OTHER PROVISIONS
12.1 The Bank shall record all calls made through the Telephone Bank and all communication sessions of the Internet Bank and, if necessary, use the recordings as evidence of the Operations performed.
12.2 The Account Holder and the User have the right to challenge performed Operations and claim possible compensation pursuant to the General Conditions of the Bank (See section 10 of the General Conditions of the Bank).
12.3 The Account Holder and the User have the right to file complaints concerning the Operations to the Bank within 60 (sixty) days as of performance of the Operation.
12.4 The Bank is entitled to disclose information related to the Operation about the Agreement, the Account Holder and the User to third persons whose right to receive the information arises from the General Conditions of the Bank (See section 4 of the General Conditions of the Bank).
12.5 The General Conditions of the Bank and Principles of Processing Client Data in the Estonian Companies of Swedbank’s shall apply in all other respects. The Account Holder confirms that he or she has examined and consents to them.