1. NATURE OF OVERNIGHT DEPOSIT
1.1 For the purpose of the Agreement overnight deposit means entry of the daily balance of the Customer’s bank account in an overnight deposit on the terms and conditions and pursuant to the procedure specified in the Agreement.
1.2 If the Customer has opened a group account in the Bank and the Customer's bank account specified in the Agreement belongs to the group, the daily balance of the bank accounts of the entire group is deposited in the overnight deposit.
1.3 For the purpose of the Agreement the daily balance of the Customer's bank account means the available private funds on the Customer's bank account, exclusive of overdraft.

2. TERMS AND CONDITIONS OF OVERNIGHT DEPOSIT
2.1 At the end of each calendar day the Bank debits the Customer's bank account with the deposited sum on the basis of the Agreement and deposits the corresponding amount in the overnight deposit on behalf of the Customer.
2.2 If there are no funds on the Customer's bank account for making an overnight deposit in the minimum amount stipulated in the Agreement, or the overnight deposit interest rate determined pursuant to the procedure specified in clause 2.5 of the Contract is 0%, the Customer's bank account will not be debited.
2.3 The term of the overnight deposit shall be one night. The Bank debits the Customer's bank account with the deposited sum after 10:00 pm and returns the deposited sum along with interest payable to the Customer's bank account by 7:00 am the next morning.
2.4 Upon the calculation of interest, a year of 360 days and the actual number of days in the period shall be proceeded from.
2.5 The interest rate paid on overnight deposits shall be established by the Bank considering the situation on the money market and the effective interest rates.

3. LIABILITY OF THE PARTIES AND FORCE MAJEURE
3.1 The Parties shall be liable for failure to perform their contractual obligations pursuant to the procedure and to the extent established by the Agreement and with the laws of the Republic of Estonia.
3.2 The Bank shall not bear liability for possible material damage arising from amendments of legislation, resolutions passed by state agencies, strikes, blockades and other extraordinary circumstances beyond the control of the Bank if the bank has performed the Agreement to the extent possible. The Bank shall notify the Customer of the occurrence of the corresponding circumstances immediately.

4. AMENDMENT OF THE AGREEMENT
4.1 The Agreement can be amended only by agreement between the Parties. All and any amendments and modifications to the Agreement are valid only if formalised in writing as an inseparable part of the Agreement and signed by the Bank and the Customer.

5. TERMINATION OF THE AGREEMENT AND DISPUTES BETWEEN THE PARTIES
5.1 Unless otherwise specified in the special terms and conditions of the Agreement, this Agreement has been made and entered without a term.
5.2 The Parties shall have the right to terminate the Agreement unilaterally on each banking day giving the other Party written notice thereof in advance.
5.3 Any points of dispute and disagreements between the Bank and the Customer with regard to performance of the Agreement shall be subject to resolution by way of negotiations between the Parties. Failing agreement, the disputes shall be settled in the court of the location of the Bank.

6. OTHER TERMS AND CONDITIONS
In the matters and relations not governed by this Agreement, the General Conditions of the Bank and Principles of Processing Client Data in the Estonian Companies of Swedbank and the terms and conditions of the current account shall be applied. The Customer confirms that he or she has accessed the terms and conditions of the Agreement and the current account, the General Conditions of the Bank and Principles of Processing Client Data in the Estonian Companies of Swedbank and agrees therewith.