

SMS BANKA

TERMS OF AGREEMENT

Effective from
07 April 2005

1. Definitions

Account – A Current Account opened with any Bank's branch for the Customer, inter alia an Account with a payment card attached thereto, Cash Account, Credit Card, Active Card, or Open Deposit.

Agreement – An agreement on the use of SMS banka between the Bank and the Customer.

Application – Application of a Customer for the conclusion of the Agreement, which is an integral part of the Agreement.

Bank - AS "SEB banka".

Customer – A private individual or legal entity – a customer of the Bank who submits an Application and concludes an Agreement with the Bank.

Minimum Change Amount – minimum total amount of changes in the balance on the Account specified in the Customer's Application (it may combine information about several events on the Account), which initiates sending of short message of SMS banka to the Client and is set in the relevant Account currency.

Minimum Transfer Amount – minimum amount paid/transferred to the respective Account as indicated in the Customer's Application, which shall initiate sending of short message from SMS banka to the Customer and is set in the relevant Account currency.

Parties – The Customer and the Bank as parties to the Agreement.

Price List - The uniform Price List approved by the Bank's Board and valid at the moment of calculating Bank's fees.

SMS banka – Bank's automatic reference system, which provides receipt of information from the Bank by using mobile telephone short messages.

SMS banka short message – short message sent to the Customer through SMS banka, which contains financial information about the Customer's Accounts connected to SMS banka, other services available from the Bank, SIA "SEB lizings", AS "SEB atklātais pensiju fonds" (SEB Open Pension Fund) and other subsidiary companies of the Bank, or other information related to use of SMS banka.

Telephone number – mobile telephone number indicated in the Customer's Application, which shall be used by the Customer for data exchange with SMS banka.

Terms of Use – SMS banka Terms of Use as approved by the Bank's Board, which are applicable to the contractual obligations of the Parties.

2. General Principles

2.1. The Customer uses SMS banka in accordance with the Terms of Use in force.

2.2. The Terms of Use set out the rights, obligations and liability of the Bank and the Customer as the Parties.

2.3. The Customer shall pay a Commission for the Bank's services in connection with the use of SMS banka in accordance with the Price List.

2.4. The Customer shall conclude the Agreement with the Bank on the use of SMS banka.

2.5. The Application to the Bank may be submitted only by a Customer, that already has an Account opened with the Bank, consequently, the terms and conditions relating to opening and servicing of such Account(s) shall apply to the relations between the Parties. Terms and conditions of agreements regarding other services of the Bank and subsidiary companies of the Bank, about which the Customer receives information in short messages through SMS banka, shall also apply to the relations between the Parties.

3. Conclusion and validity term of the Agreement

3.1. The Customer shall get acquainted with the Provisions and the Price List.

3.2. The Customer shall submit an Application for conclusion of an Agreement to the Bank. The Application may be submitted by a Customer or a duly authorised representative of the Customer who is entitled to deal with funds on the Account of the Customer. The Application form is appended to the Terms of Use. If the Customer has submitted its Application through Ibanka, the correct Authorisation Code shall substitute the Customer's signature. The Customer agrees that such an Application has the same legal force as submitted written document.

3.3. The Customer shall specify in the Application one or more its Accounts opened at any branch of the Bank and to be connected to SMS banka.

3.4. The Customer shall specify in the Application one Telephone Number, which it wishes to use for work with SMS banka. The Customer shall specify the Minimum Change Amount, the Minimum Transfer Amount, as well as time interval when short messages of SMS banka about the relevant Account must be sent to the Customer. The Customer shall specify in the Application if it wishes to receive short messages of SMS banka about other available services of the Bank, SIA "SEB lizings", AS "SEB atklātais pensiju fonds" (SEB Open Pension Fund) and other subsidiary companies of the Bank.

3.5. Customer's Application shall be deemed an irrevocable offer from the Customer to the Bank to conclude the Agreement and use SMS banka. Application shall be deemed as Customer's consent to the application of the Price List and the Terms of Use to the relations between the Parties.

3.6. The Agreement shall enter into force as of the date when the Bank has approved the Application or, if the Customer has submitted its Application through Ibanka, as of the moment when the Customer has approved its Application with the Authorisation Code, and the Agreement shall be valid for an unlimited time. Agreement consists of the following:

- Application;
- Terms of Use;
- Price List.

3.7. The Bank shall be entitled to amend or supplement the Terms of Use or the Price List unilaterally upon at least 14 (fourteen) calendar day's prior notice to the Customer, by placing the relevant information in the Bank's premises. If, till entering into force of the amendments or supplements, the Customer has not applied for termination of the Agreement at the branch office specified in the Agreement, the Parties shall deem that the Customer has agreed to the amendments or supplements.

3.8. The Agreement may be terminated upon agreement between the Parties or, if any of the

Parties has notified the other Party thereof in writing 10 (ten) calendar days in advance. The Agreement shall be deemed terminated as of the eleventh day from the receipt of the said notice.

3.9. The Bank may terminate the Agreement unilaterally without prior notice and deny access to SMS banka for the Customer in the following cases:

- The funds in Customer's Accounts are not sufficient for debiting, by the Bank, the commission fees for the use of SMS banka for more than 30 (thirty) calendar days of the payment due date;
- The Customer has not been using SMS banka for 6 (six) consecutive months;
- The Customer has violated the Terms of Use.

3.10. The Agreement shall be terminated automatically if the relevant Account Agreements are terminated.

3.11. Termination of the Agreement shall not release the Parties from their obligation to fulfil their obligations hereunder to a full extent.

4. General Provisions

4.1. Services of SMS banka are available 24 hours every day (except prophylactic maintenance at the night from Friday to Saturday from 00.00 to 08.00) to customers of SIA "Latvijas Mobilais Telefons" un SIA "Tele2" (incl. users of prepaid cards) the mobile telephone devices of whom ensure receipt and sending of short messages.

4.2. The Bank shall register the Customer and connect the Customer's Account(s), which have been specified in the Application, to SMS banka within one banking day.

4.3. The Customer shall order and the Bank shall undertake to send information to the Customer in short messages through SMS banka to the Telephone Number indicated in the Application, in accordance with the provisions specified in the Application. Short messages of SMS banka about other services available to the Customer from the Bank, SIA "SEB lizings", AS "SEB atklātais pensiju fonds" (SEB Open Pension Fund) and other subsidiary companies of the Bank will be sent to the Customer on banking days from 8.00 till 20.00.

4.4. If the Customer wishes to change the provisions set in its Application (Telephone Number, Minimum Change Amount, sending time, etc.) or Accounts connected to SMS banka, the Customer must submit an application to the Bank.

4.5. By signing the Application, the Customer certifies that it is aware of and assumes all and any risks connected with the use of SMS banka, inter alia the risk that third related to a possibility by third persons to obtain the Customer's information through SMS banka without authorisation or consent of the Customer, unless the loss or damage suffered by the Customer is a result of a gross negligence of the part of the Bank.

4.6. The Customer shall be under obligation to ensure inaccessibility of the mobile telephone device related to the Telephone Number and SMS banka by any third parties. In case of loss or theft of the mobile telephone device related to the Telephone Number, the Client must contact the Bank by using e-mail address info@seb.lv or by calling to infoline on 8777 in order to stop sending of short messages of SMS banka to the Telephone Number.

4.7. The Bank shall not be held liable for any loss incurred by the Customer or any third persons resulting from sending a short message of SMS banka by the Bank, in accordance with the provisions in the Application, to the relevant Telephone Number.

4.8. The Bank shall not assume any liability for the quality of services provided by communication service providers, and shall not be held liable for any loss incurred by the Customer due to communication interruptions and as a result of other interruptions or obstacles not depending on the Bank.

4.9. The Bank shall be under obligation, upon receipt of the Customer's application in free form, to block sending of short messages of SMS banka immediately however within reasonable possible time. The Customer may temporarily block or renew sending of short messages of SMS banka itself, by sending a short message from the Telephone Number to the service number of a relevant GSM mobile communication operator.

4.10. The Customer shall pay commission fees to the Bank for provision of the services hereunder, on a monthly basis in accordance with the Price List. The Bank shall deduct commission fees for the use of SMS banka for each last period, as provided for in the Price List, automatically from the Account specified in the Application. If the funds in the Account specified in the Application are not sufficient for deducting of the relevant commission fees by the Bank, the Bank shall be entitled to debit the fees from any Customer's account with the Bank.

4.11. If the Customer establishes that account balances in its own financial accounting or accounting records and the data of SMS banks do not match, the Customer undertakes to notify the Bank in writing thereof by making an application to any Bank's branch office. In case of questions and uncertainties, the Customer should contact the Client Centre on 8777 or send a letter to the Bank by e-mail info@seb.lv.

4.12. All and any disputes, disagreements or claims arising out of this Agreement or in connection with it or its violation, termination or validity shall be settled in accordance with the procedure provided for in laws and regulations of the Republic of Latvia.



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