

1. Definitions Used in the Terms and Conditions

1.1. **Agreement** – the agreement entered into by and between the Customer and SEB banka for the connection and use of the e-Link (e-Identification and/or e-Payment) service. The Agreement consists of the Online merchant application form, the special provisions of the e-Identification and/or e-Payment service, the application for changes to the e-Link service agreement, and the Terms and Conditions.

1.2. **Customer** – a legal entity that has entered into the Agreement with SEB banka.

1.3. **e-Link** – e-Identification and/or e-Payment services provided by SEB banka to the Customer for making payments between the User and the Customer and/or for the authentication of the User for the purposes of receiving the goods/services offered by the Customer online.

1.4. **e-Identification** – the technological process during which SEB banka determines whether the person, who accesses the Internet Bank using the e-Link connection in the Customer's e-System, uses the Internet Bank authorisation means accepted by SEB banka or issued to the User.

1.5. **e-Payment** – a Payment order submitted by the User to SEB banka through the Internet Bank by using the e-Link connection in the Customer's e-System.

1.6. **e-System** – an electronic web-based system owned/managed by the Customer, the address of which has been specified in the general provisions of the Agreement, where the Customer offers goods/services to Users, and where an exchange of messages between the parties occurs within the scope of the e-Link service.

1.7. **Internet Bank** – the electronic system owned by SEB banka for receiving online services offered by it on its website <https://ibanka.seb.lv>.

1.8. **Payment order** – an order issued by the User to SEB banka to perform the transfer of funds from the User's bank account with SEB banka to the Customer's account.

1.9. **Public key** – a succession of symbols created by the Customer in accordance with the Specification and sent to SEB banka. SEB banka will then use this key in order to verify if the received notification has been formed by the Customer.

1.10. **Specification** – technical documentation of the e-Link service, which lays down the requirements for data exchange (procedure for sending notifications) between the Customer and SEB banka, including format to be used for data exchange, protocols used for data transfer. Specification is available on SEB banka's website.

1.11. **Terms and Conditions** – these Terms and Conditions of e-Link service stipulating the procedure for connection and use of the e-Link service.

1.12. **User** – a person who has an account opened with SEB banka, who has entered into the relevant agreement for the use of the Internet Bank with SEB banka, and who, using the e-Link connection, buys/receives goods/services offered by the Customer in the e-System.

2. General Principles

2.1. Provision and maintenance of the e-Link service shall take place in accordance with the Terms and Conditions.

2.2. Commission fee for SEB banka services in relation to e-Link service will be paid by the Customer in accordance with the Price List.

2.3. Legal relationships between the Parties not regulated by the Terms and Conditions shall be governed by the General Business Terms and Conditions, Terms and Conditions of Settlement, General Price List, as well as other applicable terms and conditions of SEB banka. When defining the meaning of terms used in the Terms and Conditions which have not been defined in Article 1 of the Terms and Conditions, the Parties shall apply the explanations for the terms defined by the General Business Terms and Conditions.

3. Rights and Obligations of the Parties

3.1. SEB banka shall ensure the availability of the e-Link service, if, before entering into the Agreement, the Customer submits a completed Online merchant application form developed by SEB banka and, during the validity of the Agreement, ensures information about the Customer and the goods/services offered by the Customer (for example, the list and description of the offered products/services, the payment currency, the terms and conditions of the delivery of products/services, including the terms and conditions of returning goods and refunding money, and the data protection policy) in the e-System according to the statutory requirements.

3.2. The Customer shall ensure that, when carrying on a business on the website, he complies with the laws and regulations of the Republic of Latvia, as well as with the requirements applicable to the processing and protection of personal data, and with the international laws, if such are applicable for the Customer.

3.3. In the e-System, the Customer shall place texts or graphical images that comply with the requirements laid down by SEB banka, providing a possibility for the User to use the e-Link service, upon connecting to the Internet Bank of SEB banka.

3.4. No later than within 10 (ten) days, the Customer shall inform SEB banka in writing regarding changes to the information provided in the Terms and Conditions of Agreement by submitting an Application to SEB banka.

3.5. No later than within 10 (ten) days, the Customer shall notify SEB banka regarding creation/change of the Public Key by sending to SEB banka the current Public Key from the e-mail address indicated by the Customer in the Agreement.

3.6. To the users of e-System, the Customer shall ensure to Users an available remote customer service in order to solve uncertainties and questions of the Users regarding receipt of goods/services in the e-System. The Customer shall provide remote service on all business days from 9:00 to 17:00. If the Customer does not provide appropriate customer service, SEB banka shall have the right to suspend temporarily the provision of e-Link to the Customer until such moment as the Customer has ensured provision of appropriate customer service.

4. Service Provision Procedure

4.1. e-Identification Interface

4.1.1. The e-Identification interface consists of the automated identification interface:

4.1.1.1. If the User has confirmed their logging in to the e-System using the e-Link, the e-System sends a request to SEB banka to ensure the User's access to the Internet Bank identification site.

4.1.1.2. If the User has confirmed their logging in to the e-System through the Internet Bank, SEB banka sends the User's data in accordance with the Specification and routes the User to the Customer's e-System.

4.2. e-Payment Interface

4.2.1. The e-Payment service consists of the interface for the preparation of the automated Payment order:

4.2.1.1. If the User chooses to make the payment through the Internet Bank and has confirmed this accordingly, the e-System sends electronically signed Payment order information to SEB banka.

4.2.1.2. As soon as the User accepts or rejects the Payment Order through Internet Bank, SEB banka sends the confirmation to the e-System regarding Payment Order execution or a notification regarding non-execution of the Payment Order.

5. Responsibility of the Parties

5.1. The Parties shall be mutually responsible in accordance with the laws and regulations of the Republic of Latvia for non-performance in full or in part or improper performance of contractual obligations if the cause thereof is inattention or carelessness, intentional action or omission of the Party, its employees, invited specialists or consultants.

5.2. The Parties shall be liable for personal data protection in accordance with the laws and regulations applicable in the Republic of Latvia.

5.3. SEB banka shall not be liable for losses incurred to the Customer or User due to the deficiencies of the data included in e-System or due to disruptions in operation of the e-System.

5.4. SEB banka shall be responsible for:

5.4.1. Operation of the Internet Bank and possibility for the User to use the Internet Bank in accordance with the agreement for the use of Internet Bank whereby the User has been provided the use of Internet Bank;

5.4.2. The User's data processing until the moment when SEB banka has sent to the Customer a notification prepared in accordance with the Specification.

5.5. The Customer shall be responsible for:

5.5.1. Accessibility of the goods/services ensured by the e-System from the moment when it has received a notification from SEB banka in accordance with the Specification;

5.5.2. Processing of the User's data until the moment when SEB banka has received from the Customer the notification in accordance with the Specification.

6. Validity, Amendments and Termination of the Agreement

- 6.1. The Agreement shall become effective on the date of its bilateral signature and shall be valid for unlimited period of time.
- 6.2. Validity of the Agreement may be terminated if any of the Parties notify the other Party thereof in writing at least 30 (thirty) days in advance.
- 6.3. SEB banka shall have the right to unilateral amendment of the Terms and Conditions according to the procedure and terms set out in SEB banka's General Business Terms and Conditions.
- 6.4. SEB banka shall have the right to terminate the Agreement unilaterally if the Customer fails to perform or violates the obligations laid down in the Agreement or in cases and under the procedure laid down in the General Business Terms and Conditions of SEB banka.
- 6.5. If the Customer does not implement the e-Link service within the period of 6 (six) months, the Agreement shall be considered as terminated without additional agreement.
- 6.6. In all cases when the Agreement is terminated, the commission fees paid by the Customer shall not be refunded.