

1. The terms used in these Terms and Conditions

Response – the Bank's message provided under the procedure laid down in the Specification sent to the Customer in reply to the Customer's request.

Bank – AS "SEB Banka", registration number 40003151743.

Bank's connection address – the Bank's TCP/IP addresses to which the Customer sends Requests. The Bank's connection addresses are listed in the Specification.

Electronic Signature – electronic data generated by the individual's electronic identification card (eID) used to authorize the Payment or another Request order to the Bank and/or to identify the Signatory.

Gateway – the Bank's electronic channel for exchanging Request and Response messages between the Customer and the Bank, for example, receiving of Account statements from the Bank in the Customer's financial management (accounting) system and/or sending of Payments signed by Electronic Signature to the Bank from the Customer's financial management (accounting) system, etc. The Specification describes the data exchange capabilities. For data transmission between the Bank and the Customer, the data transmission protocols listed in the Specification shall be used.

Application – a document signed by the Customer and submitted to the Bank concerning the changes in the Customer's Gateway settings.

Customer's Connection Address – the Customer's TCP/IP address from which the Customer's Gateway connection to the Bank will be created and Requests to the Bank will be sent.

Customer – a legal person that has entered into the Agreement with the Bank.

Account Statement – information on transactions carried out in the Customer's account that is sent from the Bank to the Customer for the requested period of time according to the Customer's Account statement Request.

Agreement – the agreement on the use of the Gateway service, consisting of the Gateway Service Agreement and all the amendments, applications as well as the Terms and Conditions.

Payment – a money transfer Request prepared in the Customer's financial management (accounting) system, under which the Customer instructs the Bank to make a money transfer and signed with one or two (according to the instructions laid down in the Agreement) Electronic Signatures.

Terms and Conditions – these Gateway Service Agreement Terms and Conditions laying down the procedure for connecting and usage of the Gateway service.

Signatory – the natural person authorised by the Customer to confirm the Payment with Electronic Signature.

Request – a message sent to the Bank by the Customer under the procedure laid down in the Specification (an Account statement request, Payment request and other types of Request indicated in the Specification), to which the Bank sends the Response to the Customer. The Bank may change the types of Requests, which the Customer may send to the Bank through the Gateway channel.

Connection Data – the Certificate and the Customer Connection Address.

Certificate Container – the final certificate container (.zip file) sent by the Bank to the Customer, and which contains the Certificate, the certificate of the Bank's intermediates, and the Bank's root certificate.

Certificate Request – the certificate request file (.csr) sent by the Customer to the Bank. Based on it, the Bank shall issue the authentication Certificate to the Customer.

Certificate – the public key of the certificate, which, based on the Customer's Certificate Request, is generated in the Bank and sent to the Customer to the email address specified in the Agreement, and which is then used to identify the Customer at the time of their connecting to the Gateway with the Bank.

Specification – the technical documentation of the Gateway service, laying down the requirements for data exchange (Request/Response sending procedure) between the Customer and the Bank, including the file format used for data exchanges, the data transmission (transport) protocols, and the principles for establishing the Gateway connection.

2. General principles

2.1. The connection and use of the Gateway service occurs in accordance with the Contract and the Specification.

2.2. In addition to these Terms and Conditions, the Bank's General Business Terms and Conditions (including the Customer Data Processing Terms), the Price List, the Credit Transfer Terms and Conditions, and the relevant terms and conditions governing other banking services, as well as the laws and regulations of the Republic of Latvia shall apply to any such legal relations between the Parties, which are not provided for in these Terms and Conditions. In determining the meaning of any such terms used in these Terms and Conditions, which are not explained herein, the Parties shall apply the explanations of the terms as laid down in the Bank's General Business Terms and Conditions.

2.3. The Bank shall have the right to unilaterally change the Terms and Conditions subject to giving notice to the Customer to that effect on the Bank's website www.seb.lv, at Customer service points or through the Internet Bank at least 30 (thirty) calendar days before the date of entry of the changes into force. All amendments to the Terms and Conditions shall form an integral part of the Agreement.

2.4. The Bank shall have the right to take preventive and other measures in the Gateway channel, suspending for the time of taking such measures the provision of Gateway services, if such suspension is necessary to prevent the attacks by third parties to the system or eliminate the consequences thereof, as well as in cases if any other measures aimed at ensuring a successful rendering of the Gateway service. In this regard, the Customer undertakes not to raise any claims or objections to the Bank.

2.5. By signing the Agreement, the Customer authorises the Signatories to use Gateway on behalf of the Customer and sign Requests on behalf of the Customer. The activities carried out by the Signatory on the Gateway shall be legally binding on the Customer. The Signatories have the right to make Payments and get information on the transactions carried out in the account (including receiving of Account statements), and carry out other activities offered by the Bank on the Gateway channel.

3. Entering into the Agreement

3.1. In the Gateway Service Agreement, the Customer shall specify the Accounts to be linked to Gateway, the Signatories, the transfer limits, the account for deducting commissions, the Customer's fixed interest IP address/es or the range thereof, from which Gateway connections with the Bank may be made on the Customer's behalf, as well as other information contained in the Agreement. In the event of a change of the Customer's IP address/es or the range thereof, the Customer shall give written notice to the Bank to that effect, before making the changes, otherwise the Customer will not be able to get the Gateway connection with the Bank.

3.2. The Bank shall have the right to verify the information provided by the Customer, whereas the Customer shall have a duty to provide the information requested by the Bank within 5 (five) days from the date of request.

3.3. The Bank shall have the right to unilaterally reduce the limits set limits for making Payments through the Gateway channel, subject to giving notice to the Customer to that effect 30 days in advance.

3.4. All the limits set under the Agreement shall be denominated in euros, irrespective of the account currency. If the account or the account limit is set in a currency other than the euro, the Bank shall, in determining the amount of allowed activities (e.g. in determining the amount of money that the Signatory has the right to transfer) apply the currency exchange rate set by the European Central Bank ruling on the date of payment.

3.5. The Customer shall immediately notify the Bank of any changes affecting the information contained in the Agreement (including the changes that relate to the fixed IP address or the IP address range, the change of the email to which Bank must send the authentication Certificate or the Certificate Container, connecting or disconnecting of Accounts and other information), as well as provide other relevant information that may affect the Gateway channel and service.

3.6. The Customer shall have a duty to immediately instruct the Bank to cancel the Signatory's status to the person and close the access of the relevant Signatory to Gateway if the contractual relationship or another type of cooperation between the Customer and the Signatory, based on which the Signatory was provided access to Gateway, are terminated.

4. The procedure for the provision of the service

4.1. Not later than 5 (five) working days after entering into the Agreement, the Customer shall generate the Certificate Request in accordance with the technological solution described in the Gateway Specification and send it to the Bank's email address sebgateway@seb.lv. Not later than within 5 (five) business days from the date of receipt of the Certificate Request, the Bank shall generate the Certificate (the public key) and send the authentication Certificate and/or Certificate Container to the Customer's email address specified by the Customer in the Agreement.

4.2. The validity period of the Certificate shall be 3 (three) years, from the moment the Bank signed the Certificate. The Customer shall have a duty, at least one month before the expiry of the term of the Certificate, to send a new Certificate signing request to the Bank, otherwise, after the expiry of the term, the Bank shall have the right to close the Customer's access to Gateway.

4.3. Depending on the technical settings of the Customer's financial management (accounting) system, Requests may be generated and sent to the Bank automatically – at the defined regularity of sending of Requests in the Customer's system or as individual Requests, however, not more than one (1) time per minute.

4.4. Upon receiving the Request, the Bank shall verify that it complies with the provisions of the Agreement, and if it does, send the Response to the Customer.

4.5. The Customer shall instruct, whereas the Bank shall make Payments under each Payment Request received, if it is duly prepared and approved pursuant to the provisions laid down in the Agreement.

4.6. The Customer agrees that the Payment received from the Signatory and signed by Electronic Signature is legally binding on the Customer and represents a sufficient confirmation of the instruction given by the Customer to make the Payment. The Bank may fully rely on the right of the Signatories to sign the Request and Payments as well as the Bank fully relies that Payment so received is an unambiguous instruction by the Customer to the Bank to make such a Payment.

4.7. The Customer shall:

- (a) provide the technological solution that would enable creating safe data transmission connections with the Bank, as well as support sending of Request to the Bank and receiving Responses from the Bank according to the Gateway data exchange principles laid down in the Specification;
- (b) use Electronic Signature for signing Payments. The Customer shall ensure that the Signatory shall not transfer the Electronic Signature tools to other parties or Signatories;
- (c) ensure the security of the computer systems used for the Gateway connection, as well as the protection and privacy of the information existing on the computer systems;
- (d) compensate to the Bank for the damages resulting from the breaches by the Customer and/or Signatory of the Terms and Conditions, including if they do not carry out the relevant security measures;
- (e) not to disclose the data of connection and other information related to the Gateway Connection Data exchange to third parties, assume liability for all the consequences resulting from the failure to meet this obligation.

4.8. If the Connection Data or other information related to the Connection, data exchange has come or may come at the disposal of third parties, the Customer shall have a duty to immediately notify the Bank thereof as well as immediately terminate the data transfer connection with the Bank, otherwise the Customer shall be held liable for the consequences resulting in the event if a third party has maliciously accessed the Customer's Gateway channel (including if Payments of a fraudulent nature are made).

4.9. The Customer and Gateway users designated by the Customer shall resolve their relations without the mediation of the Bank, and the Bank assumes no liability for the acts or omissions of the Customer's Gateway users.

4.10. The Bank shall have the right to identify any Signatory. The Signatory shall have a duty to cooperate with the Bank and provide the information and documents requested by it, as well as visit the Bank in person. If the Signatory does not meet the requirements of the Bank, the Bank restricts the Signatory's rights at Gateway by giving prior notice through Gateway.

4.11. The Bank shall have the right, without giving prior notice, to:

- (a) block the Customer's or the Signatory's access to Gateway to ensure the security of Gateway, prevent possible unauthorized or illegal use thereof;
- (b) not to accept the Request and/or Payment order submitted through the Gateway channel if there is any doubts as to the Customer's willingness to make the Payment or make the Request; or
- (c) to unlink Electronic Signature, if the Signatory has not used the Gateway channel for more than 180 consecutive days.

5. Liability

5.1. The Customer represents that they are aware of and accept all and any risks, including risks associated with the possibility of third parties to give Payment Requests to the Bank without the Customer's knowledge or consent. The Bank shall be liable if the losses or other damage caused to the Customer results from gross negligence on the part of the Bank.

5.2. Upon identifying any discrepancies between the Customer's Account balances according to the Customer's accounting records and data received from a Bank through the Gateway channel, the Customer shall immediately give written notice to the Bank, submitting an application to that effect to the Bank. In cases of queries and uncertainty, the Customer should call the Bank's Customer Centre or send a letter to the Bank's email address: sebgateway@seb.lv.

5.3. The Bank fully relies on the rights of the Signatories to sign Requests in the Gateway channel, as well as the Electronic Signatures and accepts such Requests and Payments as legally binding instruction given by the Customer to the Bank not to carry out the specified activities.

6. The variation and termination of the Agreement

6.1. The agreement shall come into force on the date of signing thereof by both the parties, and be valid for an indefinite term.

6.2. If the Customer is willing to make changes to the general provisions of the Agreement, Customer shall submit application to the Bank, visiting the Bank in person.

6.3. The Bank shall have the right to unilaterally terminate the Agreement in cases and within the deadlines laid down in the General Business Terms and Conditions.

6.4. The Agreement may be terminated early, if one of the parties gives written notice to the other party to that effect at least 30 (thirty) days in advance. The Agreement shall be considered terminated with 31 (thirty-one) days from that date of dispatching of the notice. On the day of termination, the Customer's access to Gateway shall be closed.

6.5. The Bank shall have the right, without giving prior notice, to terminate the Agreement unilaterally and close the Customer's access to the Gateway channel, if:

- (a) for more than 30 (thirty) calendar days after the payment deadline there have been no sufficient funds in the Customer's Accounts for the Bank to charge the commission fees owed to the Bank;
- (b) The Customer or the Signatory has violated the Terms and Conditions;
- (c) The Customer has not used Gateway for more than 180 (one hundred eighty) consecutive days; or
- (d) None of the Customer's Accounts has been linked to the Gateway channel.

6.6. In the cases referred to in Paragraph 6.5 hereof, the Agreement shall be considered to be terminated without any further agreement.

6.7. In all cases, where the Agreement is terminated, the commissions paid by the Customer shall not be refunded.