

1. Terms used in the Terms and Conditions

Bank – AS SEB banka, registered office SEB finanšu centrs, Meistaru iela 1, Valdlauči, Ķekava parish, Ķekava county. Uniform registration No. 40003151743.

Customer – the Bank's customer – a natural person or a legal entity who has entered into the SMS Bank Agreement with the Bank.

Agreement – the SMS Bank Agreement, which consists of the general provisions of the Agreement, signed by the Bank and the Customer or approved in accordance with the procedure prescribed in the digital channel (such as the Internet bank), these Terms and Conditions, the Bank's Price List, and General Business Terms and Conditions.

Terms and Conditions – the terms and conditions of the SMS Bank Agreement applicable to the relations between the Bank and the Customer.

Event – such circumstances upon the occurrence of which, the Bank shall, in accordance with the general provisions of the Agreement, send to the Customer such information to the SMS Address, which the Customer has specified in the general provisions of the Agreement.

SMS bank – the Bank's automatic inquiry system that enables the receiving of information from the Bank in accordance with the parameters specified in the Agreement upon the occurrence of the Event, as mobile phone text messages or email letters.

SMS bank text message – an SMS text message sent to the Bank's Customer as a mobile phone text message or an email letter, which contains financial information on the Accounts connected to the Customer's SMS banking, which the Bank sends to the Customer in case of the occurrence of the Event, or other information related to the use of the SMS bank.

SMS Address – the mobile phone number specified in the general provisions of the Customer Agreement or the electronic mail address used by the Customer to exchange information with the SMS bank and to which the Bank sends SMS bank text messages in accordance with the provisions of the Agreement.

Party or Parties – the Customer and the Bank individually or together.

2. General principles

2.1. The Customer uses the SMS bank in accordance with the Agreement.

2.2. The provisions of the Bank's General Business Terms and Conditions, the Price List, the Credit Transfer Terms and Conditions as well as other terms and conditions applicable to other services provided by the Bank and the laws and regulations of the Republic of Latvia shall apply to such legal relations of the parties, which are not laid down in these Terms and Conditions. In determining the meaning of such terms used in the Terms and Conditions, which are not included in the Terms and Conditions, the Parties shall apply the explanations of the terms as defined in the Bank's General Business Terms and Conditions. In case of conflict between the provisions of the General Business Terms and Conditions and these Terms and Conditions, these Terms and Conditions shall prevail.

2.3. The Customer shall pay the commission fee for the Bank's services related to the use of the SMS bank in accordance with the Price List, and it shall be withheld from the Commission account. If there is not enough money in the Commission account for the payment of the commission fee, the Bank shall have the right to withhold the amounts owed to the Bank from any of the Customer's other accounts.

2.4. SMS bank services shall be available on the 24-7 basis (except for breaks provided for in Paragraph 2.5 of the Terms and Conditions).

2.5. The Bank shall have the right to carry out preventive and other measures in the SMS bank, suspending the functioning of the SMS bank for that period, if such breaks are necessary to prevent third-party attacks to the system, or to eliminate the consequences thereof, as well as if they are necessary to carry out any other measures to ensure the future functioning of the SMS bank. In this regard, the Customer shall not to raise any claims or objections to the Bank.

2.6. Where the Customer specifies his/her phone number as the SMS Address in the general provisions of the Agreement, the SMS bank shall be available only to the phone numbers that are operated by the operators acceptable to the Bank. The communications operators acceptable to the Bank are specified on the Bank's webpage – at www.seb.lv. The Bank shall have the right to change the list of the said operators at any time without giving notice to the Customer.

2.7. The Customer has a duty to ensure that during the validity of the Agreement the SMS Address stays true, current and only the Customer accesses it. The Bank fully relies on that the SMS Address specified by the Customer and that information that will be sent to such SMS Address are available only to the Customer.

2.8. The Customer represents that he/she is aware of the fact that the sending of SMS bank text messages to the SMS Address is an unsafe manner of delivering information and that the Bank is unable to ascertain the reliability of the transmission of the information. In this regard, the Customer shall ensure that only the Customer would access the SMS Address. The Bank shall not be liable if a third party accesses any such information which the Bank has sent to the SMS Address in accordance with the provisions of the Agreement, resulting from any unlawful or other activities that have not been carried out by the Bank.

3. Entering into the Agreement

3.1. The Bank and the Customer shall enter into the Agreement, by signing the general provisions of the Agreement in a face-to-face meeting or in digital form (in the latter case approving the general provisions of the Agreement in the manner provided for in the relevant digital channel agreement, such as the Internet bank Agreement). This option Bank provides also to individuals who has reached at least 16 years of age, including amendments to the general provisions of the Agreement.

3.2. The Customer agrees that the general provisions of the Agreement that have been approved under the procedure prescribed in the digital channel agreement shall have the same legal effect as hand signed general provisions of the Agreement.

3.3. The SMS Address, the Events and the parameters thereof shall be specified in the general provisions of the Agreement regarding which the Customer is willing to receive information from the Bank to the SMS Address specified by the Customer after the occurrence of the Events, as well as other information for ensuring the performance of the obligations under the Agreement.

3.4. The general provisions of the Agreement can specify the amount expressed in euros from which it can be considered that the Event has occurred. In case the amount is credited to the Account in another currency, the Customer agrees that the Bank applies, in determining whether this amount corresponds to the amount specified in the general provisions of the Agreement, the currency exchange rate set by the European Central Bank ruling on the rate when the SMS bank text message is sent.

3.5. The Customer undertakes to immediately notify the Bank of any changes affecting the information contained in the Agreement, as well as to provide other relevant information affecting or likely to affect the SMS bank and the SMS bank service.

4. General provisions

4.1. After signing of the general provisions of the Agreement, the Bank shall, within one business day, connect the Account(s) specified by the Customer to the SMS bank.

4.2. The Customer commissions and the Bank undertakes to send to the Customer information in the form of an SMS bank text message to the SMS Address in accordance with the information specified in the general provisions.

4.3. The Customer shall have the right to suspend and restore SMS text messaging, by submitting to the Bank a written application, or to suspend or restore this service in the manner offered by the digital channel (e.g., the Internet bank). Upon receipt of the Customer's request, the Bank shall suspend or restore the SMS bank text messaging within one business day.

5. Liability

5.1. By signing the general provisions of the Agreement, the Customer represents that he/she is aware of and accepts all and any risk associated with the use of the SMS bank, including the risk that third parties might acquire Customer's data through the SMS bank without the Customer's knowledge or consent, unless the Customer suffers losses or other damages as a result of gross negligence on the part of the Bank.

5.2. The Customer has a duty to ensure that the mobile phone related to the SMS Address, the electronic mail address, and SMS bank text messages are not accessible to third parties. In the event of loss or theft of the mobile phone related to the SMS Address, the Customer shall contact the Bank by calling +371 26668777 in order to stop the sending of SMS bank text messages to the mobile number.

5.3. The Bank shall have the right (but not the obligation) to suspend the functioning of the SMS bank or terminate the sending of SMS bank text messages to the Customer in cases when the Bank suspects fraud and/or attack on the SMS bank facility, and/or the Bank suspects that the SMS Address has become available to third parties.

5.4. The Bank shall not be liable for losses caused to the Customer or third parties when the Bank sends an SMS banking text message to the appropriate SMS Address in accordance with the provisions specified in the Agreement.

5.5. The Bank does not assume liability for the quality of services provided by the providers of communications services, nor shall it be liable for losses incurred by the Customer due to disruptions in communications and other disruptions or obstacles beyond the control of the Bank.

6. Amending and terminating the Agreement

6.1. If the Customer is willing to change the information specified in the general provisions of the Agreement in a face-to-face meeting and the Bank agrees to the changes, the Parties shall sign new general provisions of the Agreement; the Customer has an option to make changes in digital form in the manner as offered by the Bank in the relevant digital channel (provided that such an option exists, for example, on the Internet bank) and to be approved in accordance with the procedure prescribed in the digital channel agreement.

6.2. If the Parties amend general provisions of the Agreement, then the new general provisions of the Agreement are valid in new version. Amended general provisions of the Agreement replace the previous version and are signed as an appendix to the original general provisions of the Agreement.

6.3. The Bank shall have the right to unilaterally amend the Terms and Conditions by giving notice thereof to the Customer in accordance with the procedure and within the time limits set by the General Business Terms and Conditions.

6.4. If, by the date of such amendments or additions coming into force, the Customer has not submitted a notice of termination of the Agreement to the Bank, it shall be considered that the Customer has agreed to these amendments or additions.

6.5. The Customer has the right to unilaterally terminate the Agreement without delay, notifying the Bank thereof. The Agreement shall be considered terminated with the next working day following the date of receipt of the notice. On the day of termination of the Agreement the Customer's access to the use of SMS Bank shall be closed.

6.6. The Bank has the right to unilaterally terminate the Agreement by notifying the Customer thereof at least 10 (ten) days in advance. The Agreement shall be considered terminated on the 11th (eleventh) day after the date of receipt of the notice. On the day of termination of the Agreement the Customer's access to the use of SMS Bank shall be closed.

6.7. Without prior notice, the Bank shall have the right (but not the obligation) to terminate the Agreement and close the Customer's access to the SMS bank facility if (in any of the following cases):

- 6.7.1. There is not sufficient money in the Customer's Account for the Bank to deduct the commission fees owed to the Bank for longer than 5 (five) working days from the due date;
- 6.7.2. The Customer has violated the Terms and Conditions;
- 6.7.3. The Customer has not used the SMS bank for more than 180 (one hundred eighty) days;

6.8. The Agreement shall automatically be considered terminated if the Customer's Accounts with the Bank, which are connected to the SMS bank, are closed.

6.9. The expiry or termination of the Agreement shall not relieve the Parties from the performance of their existing contractual obligations in full.

6.10. Any dispute, disagreement or claim arising from the Agreement, or affecting it or the violation, termination or invalidity thereof shall be settled at a court of relevant jurisdiction in accordance with the laws and regulations of the Republic of Latvia.