

1. GENERAL PROVISIONS

1.1. The terms and conditions (hereinafter the Conditions) of Danske Bank A/S Estonia branch's Teleservices Agreement (hereinafter the Agreement) regulate the relations between Danske Bank A/S Estonia branch (hereinafter the Bank) and the person who holds a current account with the Bank (hereinafter the Customer) at the use of the services provided by the Bank or third persons through the Internet (the Internet Bank) and over the telephone (the Telephone Bank).

1.2. The Bank enables the Customer to dispose his/her current account, to conclude agreements, exchange information, to use the services provided by third persons and perform other operations (hereinafter the Operations) through the Internet Bank, and the Telephone Bank (hereinafter jointly referred to as the Teleservices).

1.3. The usage of the Teleservices is regulated by the Conditions and/or an agreement concluded on the use of a concrete Teleservice and agreements concluded on the use of concrete services provided through the Teleservices.

1.4. Information about the present state of available services and operations is given to the Customer at his/her request at the Bank's offices as well as through the Teleservices.

1.5. The Customer shall be entitled to authorize one or several persons (hereinafter the User) to perform Operations relating to his/her current account.

1.6. If there are several Users, the Customer is entitled to give them different rights, among others the right to perform different Operations and to establish limits on the Operations (hereinafter the Limits) etc.

1.7. For the sake of its customers' security, the Bank is entitled to set limits on Operations. The Bank shall inform the Customer about setting/changing of Limits on Operations at least 2 (two) months in advance. The Customer has the right to change the limits set by the Bank to the extent and pursuant to the procedure established by the Bank.

1.8. In the Telephone Bank information between the User and the Bank shall be communicated through a Telephone Bank teller over the telephone, in Sampo Internet Bank through a computer in the Internet.

1.9. The usage of the Teleservices is regulated by the Agreement, but all the other aspects of the relations between the Bank and the Customer, which are not tackled in the Agreement, are regulated by the General Terms and Conditions of the Bank, the Terms and Conditions of the Current Account Agreement of the Bank and by other agreements concluded between the Bank and the Customer.

1.10. The Customer is obliged to forward the Agreement (including the Conditions), the Terms and Conditions of the Current Account Agreement of the Bank and the General Terms and Conditions of the Bank to the User for getting familiarized with and he/she is also obliged to ensure the observance of the documents by the User.

2. TECHNICAL REQUIREMENTS

2.1. The User's means of communication and connections must meet the technical requirements established by the Bank (see the Bank's Internet page www.sampopank.ee).

2.2. The User is obliged to acquire a secure solution for the usage of the Teleservices at his/her own cost and bear liability for it.

3. IDENTIFICATION OF USER

3.1. The Bank shall give a personal User Name, Password and a code device (hereinafter Security Features) to the User in compliance with a respective prior agreement concluded between the Bank and the User. The code device is either a code card or a PIN calculator.

3.2. The identification of the User in the Telephone Bank is based on the User Name and Code, which the User is required to say pursuant to the instructions of the Bank before giving any orders.

3.3. While using Sampo Internet Bank, the identification of the User is based on the User Name, the Password and Code, which the User shall enter pursuant to the instructions of the Bank.

3.4. Operations can be performed by the Internet Bank, using a certificate that enables digital identification and is protected with a PIN and is in accordance with the requirements established by the Bank (hereinafter together and separately Security Features).

3.5. The Customer has the right to use the digital signature in the cases and to the extent determined by the Bank. While using the digital signature the Customer has to sign a special certificate that is protected with a PIN and is in accordance with the requirements established by the Bank (hereinafter together and separately Security Features).

4. ENSURING SECURITY AT THE USE OF TELESERVICES

4.1. The User shall undertake not to disclose the Security Features given to him/her or determined by him/her to any third person and it is prohibited to keep them in the form recognizable to third persons.

4.2. The user shall be obliged to take all necessary measures in order to maintain confidentiality of the Security Features, e.g. it is prohibited to keep the Security Features together and to record one Security Element on the other one.

4.3. In order to ensure the confidentiality of Operations the User shall be allowed to change the password through the Internet Bank and also to change Codes in the Bank's office. If the Bank has not established otherwise, the User shall be allowed to change Codes any time at his/her own discretion.

4.4. The User shall be obliged to inform the Bank immediately of the loss, theft and unauthorised or wrong use of his/her Security Features or if there is a danger that they might become known to any third person. In using a certificate the User is obliged to notify the relevant provider of the certification service about the aforementioned.

4.5. The User can notify the Bank over the telephone +372 6 800 800 round the clock in the event his/her Security Features have become known or there is a danger that they might become known to any third person. If the aforementioned phone number changes, the Bank shall inform the Customer about it through the Bank's Internet page www.sampopank.ee or at the Bank's offices.

4.6. If the User enters/says the Security Features erroneously 3 (three times) in succession, the Bank shall

be entitled to block the performance of Operations through the Teleservices.

4.7. If the Bank is informed about a case described in clause 4.4, the Bank shall take all reasonable measures at its disposal, in order to block the use of the Security Features given to the User by the Bank. In order to enable the User to resume the use of Teleservices, the User will be given new Security Features or the blockage of the use of the Security Features will be cancelled according to the User's respective order.

4.8. The Bank shall be entitled to block the use of the Internet Bank and/or the Telephone Bank by the Customer for objectively grounded considerations if there is suspicion that the Security Features may be used without the Customer's consent or fraudulently.

4.9. In the case named in clause 4.8, if possible, the Bank shall notify the Customer of the blocking of the Internet Bank and/or the Telephone Bank and the reasons thereof before blocking or immediately thereafter. The Bank shall not be obliged to perform the notification obligation named in this clause, if it conflicts with objectively grounded security considerations or if forwarding of this information is not permissible for another reason provided by law.

5. PERFORMANCE OF OPERATIONS

5.1. Performance of operations through the Telephone Bank:

5.1.1. In order to give instructions to the Bank through the Telephone Bank and for performing Operations the User shall call the Bank, using the phone numbers given to him/her by the Bank. Information about the above mentioned phone numbers could be obtained at the Bank's offices or calling the Bank's information service or on the Bank's Internet page www.sampopank.ee.

5.1.2. If the User desires to perform the Operation through the Telephone Bank in a language that is not in conformity with the Agreement, the Bank shall have the right not to perform the Operation.

5.1.3. The Bank shall accept the Customer's order that has been forwarded to the Bank and shall perform the Operation, if the User confirms the correctness of the data of the order, after they have been read out to him/her by the telephone teller.

5.1.4. The Bank shall have the right to request that an international payment order forwarded through the Telephone Bank be sent to the Bank by fax, in order to avoid possible mistakes. If it is not possible for the User to forward the order by fax or he/she declines to meet the requirement, the Bank shall have the right to refuse to accept the order.

5.2. Performance of Operations through the Internet Bank:

5.2.1. In order to use the Internet Bank the User shall have to contact the Bank, using the Bank's Internet page www.sampopank.ee, where all necessary instructions for the performance of Operations can be found. These instructions are also available for the Customer at the Bank's offices or while calling the Bank's information service.

5.2.2. In order to perform Operations the User shall forward a respective order through the Internet Bank in compliance with the procedure rules established by the Bank.

5.3. The User has the right to perform Operations in accordance with the Conditions stipulated in the Agreement, after the User has been identified with the help of the Security Features.

5.4. The Bank shall presume that all the orders forwarded to the Bank with the help of the Security Features have really been forwarded by the User.

5.5. The Bank shall have the right to check over the telephone the order forwarded to the Bank through the Teleservices before carrying it out.

5.6. The Bank shall have the right to decline to carry out the User's order in the following cases:

5.6.1. the Customer's account has been blocked or arrested;

5.6.2. the amount of the order exceeds the established limit;

5.6.3. the funds in the Customer's account are insufficient for carrying out the order and pay the service charges;

5.6.4. the beneficiary's name, account number or reference number or other necessary details have been entered inadequately or in the wrong form by the User, while forwarding his/her order through the Internet Bank.

5.7. The Bank shall be obliged to:

5.7.1. carry out the User's orders in compliance with the valid procedure rules and by the deadlines set by the Bank;

5.7.2. refuse to carry out such an order the amount of which exceeds the limits stipulated in the Agreement;

5.7.3. block the performance of Operations according to the respective instructions given by the Customer or the User.

5.8. The User shall be obliged to notify the Bank in writing or in any other form acceptable for the Bank about any errors or disturbances, hindering the performance of an Operation.

5.9. All calls exchanged with the Telephone Bank and all sessions through the Internet Bank shall be recorded. The recordings shall be used to verify the orders given by the User.

5.10. It shall be forbidden for the User to use Teleservices purposelessly (including for illegal activities or in the manner, which might cause damage either to the Bank or to any third person).

6. SERVICE CHARGES

6.1. The Bank shall have the right to debit to the Customer's account all service charges and other fees for the performance of Operations in accordance with the Bank's price list. The Customer can familiarize himself/herself with the Bank's price list at all the Bank's offices and on the Bank's Internet page www.sampopank.ee.

6.2. The Customer shall be obliged to ensure that there be enough free funds in his/her account for carrying out his/her orders and for paying the respective service charges and fees.

7. NOTIFICATION

7.1. The Bank shall inform the Customer about transfers made in his/her current account through the Teleservices in the form of an account statement, which the Customer can obtain at any office of the Bank or through the Internet Bank.

8. RESPONSIBILITY OF THE BANK

8.1. The Bank shall be responsible for:

8.1.1. the non-execution or defective execution of the Customer's order, which has been formulated in compliance with the Conditions stipulated in the Agreement and which has been forwarded through the Teleservices and has reached the Bank;

8.1.2. the Operations which have been performed without the User's consent, except for the cases, when the User has to bear responsibility for the theft or loss of his/her Security Features;

8.1.3. any error or failure occurring in keeping the Customer's account.

8.2. If the Bank bears responsibility in accordance with clause 8.1, the Bank shall be obliged to compensate the Customer for the amount of the non-executed or defectively executed order. . In case an Operation has been performed without the User's consent the Bank shall also have to restore the state of the account, which existed before the Operation. However, these stipulations do not exclude or limit the Customer's rights to require compensation for the loss, exceeding the aforementioned amounts.

8.3. The Bank shall not be held responsible for the defects of communication lines, disconnections or any other impediment not depending on the Bank.

9. RETENTION DERIVING FROM THE USE OF SECURITY FEATURES

9.1. The account holder shall be responsible for any damage caused to him/her due to the unjustified use of Security Features until the moment, the Bank has been informed about it in compliance with the stipulation of clause 4.4 of the Agreement. However, the account holder shall bear responsibility no more than to the extent of the retention limit.

9.2. The daily retention amount shall be the daily limit agreed on between the Bank and the Customer until the Bank has been notified in compliance with clause 4.4 of the Agreement, but no more than the amount, which equals to EUR 150 (one hundred and fifty).

9.3. No numerical retention limit prescribed in clause 9.2 of the Agreement shall be applied if the damage has

been caused due to wilful action or severe negligence of the User or if the Customer or the User has committed an act of fraud.

10. SETTLEMENT OF DISPUTES

10.1. The Customer shall be obliged to notify the Bank immediately of an unauthorised or erroneously executed payment transaction.

10.2. Any dispute between the Customer and the Bank shall be settled pursuant to the Terms and Conditions of the Current Account Agreement of the Bank and the current legislation of the Republic of Estonia. .

11. VALIDITY, REVISION AND TERMINATION OF AGREEMENT

11.1. The Agreement shall take effect upon being signed and shall be made for an unspecified term.

11.2. The Bank shall have the right to revise the conditions of the Agreement unilaterally, on condition that it notifies the Customer about such a desire not less than 2 (two) months in advance, so that the Customer can terminate the Agreement, if he/she wishes to do it. In case the Customer has not terminated the Agreement within the above-mentioned period, the Customer will be regarded as having agreed to the changes made in the Agreement.

11.3. In case one party to the Agreement infringes conditions of the Agreement, the other party shall have the right to terminate the Agreement immediately with good reason, having notified the other party thereof in advance.

11.4. The Customer shall be entitled to cancel the Agreement ordinarily at any time.

11.5. The Bank shall be entitled to cancel the Agreement ordinarily notifying the Customer thereof at least 2 (two) months in advance.

11.6. The Agreement will be deemed as terminated in case the current account agreement related to the Agreement has terminated.

11.7. The expiry of the Agreement will not affect the collection and satisfaction of the monetary claims, which have fallen due prior to the expiry of the Agreement