

Conditions of Bank Link agreement

Valid from
16 January 2015

1. **TERMS AND DEFINITIONS USED IN THE AGREEMENT**
- 1.1 **Bank** - AS LHV Pank.
- 1.2 **Merchant** – a legal person or a sole proprietor (FIE) with whom the Bank has concluded this Agreement.
- 1.3 **Party/Parties** – the Bank or the Merchant.
- 1.4 **Internet Bank** – the Bank's electronic service channel, which allows the Customer to use the services provided by the Bank via the Internet, by connecting to the Bank's server at the address designated by the Bank.
- 1.5 **Website** – a virtual environment created by the Merchant on the Internet:
for the use of services;
for the provision of services;
for the provision of goods.
- 1.6 **Customer** – a person who has concluded the Internet Banking Agreement with the Bank and wishes to use or consume the services provided by the Merchant.
- 1.7 **Transaction** – a domestic payment order, given by the Customer via the Internet Bank with the mediation of the Merchant, for goods or services purchased from the Merchant's Website, i.e. a payment service or an identification service (identification of the Customer via the Internet Bank with the mediation of the Merchant).
- 1.8 **Bank Link** – a service provided by the Bank to the Merchant and the Customer for payment via the Internet Bank for the goods/services purchased by the Customer on the Website, or for identification of the Customer.
- 1.9 **Identification** – identification of the Customer by the Bank pursuant to the procedure provided in the Conditions of internet banking.
- 1.10 **Session** – a sequence of operations required for the organisation, synchronisation and administration of a dialogue, used by the Customer for accessing the services of the Internet Bank or of the Merchant, or for purchasing the Merchant's services or goods.
- 1.11 **Transaction fee** – the fee payable by the Merchant to the Bank under the Bank's price list for the Transactions performed on a monthly basis.
- 1.12 **Maintenance fee** – the fee payable by the Merchant to the Bank under the Bank's price list for the services rendered under the Agreement on a monthly basis.
- 1.13 **Agreement** – this Agreement concluded by the Merchant and the Bank.
- 1.14 **Digital Signature** – a verification code designed for identification of either the Merchant or the Bank, calculated based on the Transaction data and a Party's Private Key.
- 1.15 **Private Key** – a unique sequence of symbols, used by the Party in the creation of the Digital Signature for identification purposes.
- 1.16 **Public Key** – a unique sequence of symbols which allows the Party to verify the other Party's Digital Signature and make sure that the data protected with the Digital Signature have not been changed, and that the other Party has, indeed, placed the corresponding order.
- 1.17 **Link** – a textual or graphic object on the Merchant's Website, used by the Merchant for forwarding the Customer's order to the Bank's Internet Bank.
- 1.18 **Logo** – a graphic object on the Website.
2. **PURPOSE OF THE AGREEMENT**
- 2.1 The Agreement regulates the relations between the Bank and the Merchant in connection with the effecting of Transactions and other related circumstances.
3. **SERVING THE CUSTOMER**
- 3.1 The Bank shall grant the Merchant the right to serve the Customer via the Internet Bank on the conditions established by the Bank and stipulated in Annex 1.
- 3.2 The Bank shall have the right to allow the Customer to connect to the Merchant's information system via the Internet Bank.
- 3.3 The Bank shall only be responsible for the performance of Transactions which comply with the terms and conditions stipulated in Annex 1 and have been effected via the Internet Bank.
- 3.4 The Merchant shall have sole liability for the operation and content of the Bank Link offered to the Customer, as well as for the quality and transportation of the goods or services. The Merchant is obliged to settle the Customer's claims related to the Website and goods or services.
- 3.5 The Merchant is obliged to notify the Bank of any changes in the address of the Website in writing at least 15 banking days in advance – the minimum time required by the Bank for reconfiguration of the Bank Link and performance of the related technical work.
- 3.6 The Bank is obliged to notify the Merchant of any changes in the address of the Internet Bank at least 15 banking days in advance.
- 3.7 The Merchant's Website shall include a Link which meets the requirements established by the Bank and serves to direct the customer to the website designated by the Bank for effecting Transactions. The Logo designated by the Bank serves as the Link.
4. **EFFECTING TRANSACTIONS**
- 4.1 The Merchant shall forward the Customer's Transaction order to the Internet Bank, where the Customer has the option of effecting the Transaction.
- 4.2 Where the order for the effecting of the Transaction meets the terms and conditions stipulated in Annex 1, the Bank shall accept the Customer's order.
- 4.3 Where the order for the effecting of the Transaction does not contain the Merchant's Digital Signature, or there are insufficient funds on the Customer's account for effecting the Transaction, the Bank shall send the Customer an error notice.
- 4.4 The Merchant shall not have the right to establish for Customers any restrictions for effecting Transactions without the Bank's previous consent.
- 4.5 The Bank shall send to the Merchant a confirmation on the acceptance of the Customer's Transaction order at the web address indicated in the Transaction order.
- 4.6 Where the Customer does not effect the Transaction, the Bank shall send to the Merchant a notice of the cancellation of the Transaction at the web address indicated in the Transaction order.
5. **SECURITY REQUIREMENTS AND TECHNICAL REQUIREMENT**
- 5.1 All orders and confirmations given by the Parties with respect to the Bank Link Transactions shall comply with the provisions of Annex 1 as well as the technical conditions agreed between the Parties, and bear the Party's Digital Signature.
- 5.2 The Party receiving the Transaction order or confirmation is obliged to check the correctness of the other Party's Digital Signature. The Public Key shall be used for checking the correctness of the Digital Signature pursuant to the procedure agreed between the Parties in Annex 1 to the Agreement.
- 5.3 Upon entry into the Agreement, the Parties are obliged to submit their Public Key to the other Party for identification purposes (i.e. for checking the correctness of the Digital Signature).
- 5.4 The Merchant shall submit the Public Key to the Bank prior to the signing of the Agreement;
- 5.5 The Bank shall forward the Public Key to the Merchant upon activation of the contractual service at the latest;
- 5.6 The Parties are obliged not to disclose their Private Key to third parties and shall be held responsible for the consequences arising from failure to fulfil the non-disclosure obligation.
- 5.7 If the Party's Private Key has been disclosed or is liable to be disclosed to a third party, the Party shall immediately inform the other Party thereof, and suspend the forwarding and acceptance of the Customer's Transactions until the corresponding agreement of the Parties.
- 5.8 The Parties are obliged to ensure the smooth functioning of the Party's information system and the communication channel used by the Parties around the clock, and allow the Customers to use the Website 24 hours a day.
- 5.9 The Merchant is obliged to ensure that the Merchant's information system only serves the purpose of fulfilling the objectives listed in the Agreement, and does not damage the Bank's information system or the Bank itself in any way.
- 5.10 Where maintenance of the Merchant's technical solution or system used for the performance of the Agreement hinders or is liable to hinder the performance of the Agreement, the Merchant is obliged to co-ordinate the IT maintenance work with the Bank by giving a reasonable advance notice via the e-mail address *info@lhv.ee*.
- 5.11 The Parties are obliged to notify each other as soon as possible of any circumstances which have damaged or are liable to damage the Party's information system or performance of the Agreement, as well as circumstances which may prove necessary for the safe operation of the Parties' technical solutions and systems, maintenance or elimination of technical failures.
- 5.12 The Parties are obliged to co-ordinate any changes in the Party's information systems which affect or are liable to affect the performance of the Agreement with the other Party by giving a reasonable advance notice.
6. **SETTLEMENT AND FEES**
- 6.1 The amount of the Transaction accepted by the Bank shall be transferred to the Merchant's account pursuant to the settlement procedure established by the Bank.
- 6.2 Starting from the calendar month following the month of conclusion of the Agreement, the Merchant shall pay to the Bank for the contractual service a monthly Maintenance Fee in accordance with the Bank's price list. The monthly fee paid by the Merchant for the current month shall not be refunded by the Bank to the Merchant upon termination of the Agreement.
- 6.3 The Merchant shall pay to the Bank a monthly Transaction Fee for the Transactions conducted in the previous calendar month in accordance with the Bank's price list.

- 6.4 On the tenth day of each month, the Bank shall debit the Maintenance Fee from the Merchant's account indicated on the front page of the Agreement and the Transaction Fee from the account specified in Annex 1 to the Agreement. If there are insufficient funds on the Merchant's account(s) for debiting the Maintenance Fee and Transaction Fee, the Bank shall have the right to debit the Merchant's account(s) in the Bank upon receipt of funds until the debt is settled.
- 6.5 The Merchant is obliged to pay to the Bank the Bank Link connection fee for the use of the Bank Link in accordance with the Bank's price list. The Bank shall have the right to debit the connection fee from the Merchant's Account upon signing of the Agreement by the Parties.
- 6.6 The Merchant shall not add any extra fees to the service fee for the conclusion of the Transaction.

7. INFORMATION

- 7.1 The Merchant shall have the right to refer to the Bank and the Internet Bank in its advertisements only upon previous written co-ordination with the Bank.

8. LINK OR LOGO COMPLIANT WITH THE BANK'S REQUIREMENTS

- 8.1 The Bank shall submit to the Merchant the Link or Logo, which is compliant with the Bank's requirements, together with the link to the corresponding website. The logos are located on the Bank's website at www.lhv.ee.
- 8.2 The Bank shall have the right to change the requirements established for the Link or Logo by informing the Merchant of the changes via e-mail at least 15 (fifteen) banking days in advance.

9. CONFIDENTIALITY

- 9.1 The Parties are obliged, indefinitely, not to disclose to third parties any confidential information obtained under the Agreement.
- 9.2 The Parties shall treat the data on the Transactions, security requirements related to the Agreement, technical data and other data, experience, know-how and business secrets related to the Parties' activities as confidential.
- 9.3 Upon expiry of the Agreement, the Merchant is obliged, on the Bank's request, to destroy the confidential information obtained in connection with the conclusion of the Agreement or through the use of the Bank Link service.

10. PROHIBITION OF TRANSFER OF RIGHTS

- 10.1 The Merchant shall not waive or otherwise transfer the rights arising from the Agreement.
- 10.2 The Merchant shall not have the right, without the Bank's written consent, to change the Merchant's server address which refers to the Bank Link and has been agreed by the Merchant and the Bank in Annex 1.

11. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

- 11.1 The Agreement shall enter into force upon its signing by the Parties and shall be concluded without a term.
- 11.2 Any amendments to the front page and Annex 1 to the Agreement shall be made in writing on the Parties' agreement.
- 11.3 The Bank shall have the right to unilaterally change the Bank's price list, the conditions of the Bank Link agreement recognised as standard conditions, the contractual organisation of work and the requirements for the effecting and forwarding of Transactions. The Bank shall notify the Merchant of the above changes by e-mail 1 (one) month in advance.
- 11.4 If the Merchant refuses to accept the amended conditions, the Merchant shall have the right to cancel the Agreement straight away. If the Merchant fails to cancel the Agreement within 1 (one) month, the Bank shall have the right to deem that the Merchant has accepted the conditions (with silent consent) and implement the changed conditions with respect to the Customer as of the entry into force of the amendments.
- 11.5 The Bank shall have the right to immediately suspend the Transaction, if the Transaction does not comply with the requirements established by the Bank.
- 11.6 Both Parties to the Agreement shall have the right to cancel the Agreement by giving the other Party a 1 (one) month advance notice in writing.
- 11.7 The Bank shall have the right to cancel the Agreement without giving advance notice, if the Merchant fails to pay the Bank Link connection fee within 15 banking days after the conclusion of the Agreement, or if the Merchant fails to pay the service fees for a period of at least 6 (six) months.
- 11.8 The termination of the Agreement shall not affect the falling due or performance of financial obligations arising from Transactions concluded before the termination of the Agreement.

12. OTHER CONDITIONS

- 12.1 In issues not regulated by the Agreement, the Parties shall be governed by the Bank's General Terms and Conditions and the terms and conditions of the Payment Services Agreement. In case of discrepancies between the Bank's General Terms and Conditions and the terms and conditions stipulated in the Agreement, the provisions of the Agreement shall be applied.