

Makse algatamise teenuse tingimused maksjale

Service conditions of the Payment Initiation Service for the Payer

Kehtivad alates 12. november 2020

Effective as of 12th November 2020

1. MÕISTED	1. TERMS AND DEFINITIONS
Konto	Account
Maksja nimel olev IBAN- konto, mida kasutatakse algatatud makse sooritamiseks.	An IBAN account in the Payer's name, which is used for executing the initiated payment.
Üldtingimused	General Business Terms
inHouse Pay üldtingimused.	inHouse Pay General Business Terms.
inHouse Pay	inHouse Pay
inHouse Pay AS on Eestis registreeritud e-raha asutus, registrikood 14605379, aadress Valukoja tn 8/1, 11415 Tallinn, e-posti aadress info@inhousepay.com.	inHouse Pay AS is an e-money institution, registered in Estonia, registry code 14605379, address Valukoja tn 8/1, 11415 Tallinn, e-mail address info@inhousepay.com.
Kaupmees	Merchant
inHouse Pay klient, kes müüb oma veebilehel või muus keskkonnas kaupu ja/või teenuseid.	The Customer of inHouse Pay who sells goods and/or services on their website or in another environment.
Maksja	Payer
Teenust kasutatav füüsiline või juriidiline isik, kes kinnitab inHouse Pay kaudu Kontolt maksetehingu tegemise.	natural or legal person, who uses the Service, permitting a payment transaction to be made from the Account via inHouse Pay.
Maksejuhis	Payment Order
Mistahes korraldus maksetehingu tegemiseks, mille Maksja annab Makseteenuse pakkujale.	Payment order means any order for the making of a payment transaction which is given by the Payer to the Payment Service Provider.
Makseteenuse pakkuja	Payment Service Provider
Käesolevate tingimuste kohaselt asutus, milles Maksjal on avatud Konto ja millelt ta soovib teostada maksetehingu (nt pank või muu makseteenuse pakkuja).	According to these terms and conditions the institution with which the Payer has an Account and from which the Payer intends to execute a payment transaction (e.g bank or another payment service provider).
Tundlikud makseandmed	Sensitive Payment Data
Peamiselt isikustatud turvaelemendid ja muud andmed, mille õigustamatu kasutamine võimaldab toime panna pettuse või teo, mis vastab väärteo- või kuriteokoosseisule. Konto numbrit ega teavet Maksja kohta ei loeta Teenuse osutamise korral Tundlikeks makseandmeteks.	shall primarily mean personalised safeguards and other data the unjustified use of which enables a fraud or an act which comprises the necessary elements of a misdemeanour or a criminal offence to be committed. The Account number or information about the Payer shall not be considered as Sensitive Payment Data in the event of the Service.

Teenus	Makse algatamise teenus.	Service	Payment Initiation Service.
Teenusetingimused	Käesolevad makse algatamise teenuse tingimused.	Service Conditions	These terms and conditions of the Payment Initiation Service.

2. ÜLDSÄTTED

- 2.1. Käesolevad Makse algatamise teenuse tingimused reguleerivad inHouse Pay ja Maksja vahelisi suhteid Teenuse kasutamisel ning muid eelnevaga seotud asjaolusid.
- 2.2. Teenusetingimustes reguleerimata küsimustes lähtuvad Pooled Üldtingimustest, Isikuandmete töötlemise korrast ja Kohalduvast õigusest, niivõrd kui see ei lähe vastuollu siinsete Teenusetingimustega. Kõigil Teenusetingimustes kasutatud suurtähtedega terminitel, mida ei ole käesolevates tingimustes defineeritud, kohaldatakse neile Üldtingimustes antud tähendust.
- 2.3. Teenuse kasutamisele kohaldatakse Eesti Vabariigi õigust.

3. TEENUS

- 3.1. Teenus võimaldab Maksjal tasuda veebilehel või muus keskkonnas Kaupmehe poolt müüdavate teenuste ja/või kaupade eest enda nimele avatud Kontolt, millele on olemas juurdepääs interneti teel.
- 3.2. Maksja taotlusel ja vastavalt Maksja poolt kinnitatud Maksejuhisele algatatakse inHouse Pay kaudu maksetehing Maksja Makseteenuse pakkuja juures avatud Kontolt ning maksetehing teostatakse Maksja Kontot teenindava Makseteenuse pakkuja poolt.
- 3.3. Teenuse kasutamisel annab Maksja inHouse Payle oma Konto andmetele piiratud juurdepääsu eesmärgiga algatada makse vastavalt Maksja juhiste ja edastada see Maksja Makseteenuse pakkujale maksetehingu teostamiseks. Kui Maksjal on rohkem kui üks Konto Kontot haldava Makseteenuse pakkuja juures, siis peab Maksja valima konto, millelt soovib makset algatada.

2. GENERAL PROVISIONS

- 2.1. These Payment Initiation Service conditions govern the relation between inHouse Pay and the Payer when using the Service and other circumstances related to the above.
- 2.2. Issues not regulated by the Service Conditions shall be governed additionally by General Business Terms, Privacy Policy and Applicable Law insofar as this does not conflict with these Service Conditions. All capitalized terms used in the Service Conditions, but not defined in these Service Conditions shall have the meaning given to them in General Business Terms.
- 2.3. The laws of the Republic of Estonia will be applied to the Service.

3. SERVICE

- 3.1. The Service enables the Payer to pay for services and/or goods sold by the Merchant on the website or in another environment from an Account opened in Payer's name, which is accessible via the Internet.
- 3.2. At the request of the Payer and in accordance with the Payment Order approved by the Payer, a payment transaction is initiated via inHouse Pay from the Account opened with the Payer's Payment Service Provider and the payment transaction is executed by the Payment Service Provider servicing the Payer's Account.
- 3.3. When using the Service, the Payer grants inHouse Pay with limited access to their Account data for the purpose of initiating the payment in accordance with the Payer's instructions and forwarding it to the Payer's Payment Service Provider for execution of the payment transaction. If the Payer has more than one Account with the Payment Service Provider servicing the Account, the Payer must select the Account from which they wish to initiate the payment.

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| <p>3.4. Maksjale Teenust pakkudes genereerib inHouse Pay automaatselt Maksejuhise, mis põhineb inHouse Payle edastatud Maksja andmetel ja mis automaatselt täpsustab järgmist:</p> <p>3.4.1. ülekantav rahasumma Maksejuhisel väljendatud vääringus;</p> <p>3.4.2. makse saaja nimi ja konto number;</p> <p>3.4.3. makse eesmärk (vastavalt Kaupmehe poolt näidatud andmetele).</p> <p>3.5. Kohe pärast maksetehingu algatamist esitab inHouse Pay Maksjale järgmise info:</p> <p>3.5.1. kinnituse, et makse on Kontot teenindava Makseteenuse pakkuja juures edukalt algatatud;</p> <p>3.5.2. Viitenumbri, mille alusel saab kindlaks teha maksetehingu ning maksetehinguga edastatud teabe;</p> <p>3.5.3. maksetehingu summa;</p> <p>3.5.4. saaja nime.</p> <p>3.6. Maksejuhist saab tühistada kuni selle kinnitamiseni Maksja poolt. Kontot haldav Makseteenuse pakkuja teostab Maksja poolt soovitud maksetehingu peale selle kinnitamist Maksja poolt. Alates sellest hetkest ei ole Maksjal võimalik tehingut tagasi lükata (Maksejuhist tühistada).</p> <p>3.7. inHouse Pay säilitab Maksejuhisega seotud teavet Kohaldatavas Seaduses sätestatud tähtajani.</p> <p>3.8. Teenuse pakkumisel ei hoia inHouse Pay ühelgi ajahetkel makseahelas Maksja rahalisi vahendeid inHouse Pay kontol.</p> | <p>3.4. By providing the Service to the Payer, inHouse Pay automatically generates a Payment Order based on the Payer's data, provided to inHouse Pay, which automatically specifies:</p> <p>3.4.1. amount of money to be transferred in the currency expressed in the Payment Order;</p> <p>3.4.2. the name and account number of the beneficiary;</p> <p>3.4.3. the purpose of payment (according to the data provided by the Merchant).</p> <p>3.5. Immediately after initiating the payment, inHouse Pay presents to the Payer:</p> <p>3.5.1. a confirmation that the payment has been successfully initiated at the Payment Service Provider servicing the Account.</p> <p>3.5.2. a reference number by which the payment transaction and the information transmitted by the payment transaction can be identified;</p> <p>3.5.3. the amount of the payment transaction;</p> <p>3.5.4. the name of the beneficiary.</p> <p>3.6. The Payment Order can be canceled until it is approved by the Payer. The Payment Service Provider servicing the Account executes the payment transaction requested by the Payer after its approval by the Payer. From that moment on, the Payer cannot cancel the transaction (revoke the Payment Order).</p> <p>3.7. inHouse Pay will store information about Payment Orders for the period determined by the Applicable Law.</p> <p>3.8. When providing the Service, inHouse Pay does not keep the Payer's funds in the inHouse Pay account at any time in the payment chain.</p> |
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4. ANDMETE TÖÖTLEMINE

- 4.1. inHouse Payl on õigus töödelda temale Teenuse osutamise käigus teatavaks saanud Maksja isikuandmeid Teenuse osutamiseks ning seadusest tulenevate kohustuste täitmiseks. Maksja isikuandmeid töödeldakse koosõlas Isikuandmete töötlemiskorraga, mis on kättesaadav inHouse Pay Veebilehelt.
- 4.2. inHouse Pay ei küsi Maksjalt ega ürita hankida ega säilitada muid andmeid kui neid, mis on Teenuse osutamiseks vajalikud. Teavet, mida inHouse Pay on Maksja kohta seoses Teenusega teada saanud ning mis ei ole tehingu tegemiseks vajalik, võib makse saajale edastada üksnes Maksja nõusolekul.

4. DATA PROCESSING

- 4.1. inHouse Pay has the right to process the personal data of the Payer that has become known to inHouse Pay in the course of providing the Service to provide the Service and to fulfill the obligations arising from the law. The Payer's personal data is processed in accordance with the Privacy Policy available on the inHouse Pay Website.
- 4.2. inHouse Pay shall not ask from the Payers or try to obtain or store other data than those necessary for the provision of the Service. inHouse Pay may forward to the payee other information about the Payer than that which is necessary for the execution of the transaction which becomes known to it in relation to the Service only with the consent of the Payer.

5. TURVALISUS

- 5.1. Teenuse kasutamiseks kohustub Maksja Maksejuhise andmisel kinnitama oma isikusamasuse ja maksetehingu tugeva autentimisvahendiga (*SCA – Strong Customer Authentication*) valides tuvastamiseks Mobiili-ID, ID-kaardi, Smart-ID või muu kaheastmelise autentimislahenduse vastavalt Maksekontot teenindava Makseteenuse pakkuja tingimustele.
- 5.2. inHouse Pay ei kogu ega salvesta kunagi Maksja Tundlikke makseandmeid.

6. TASUD

- 6.1. inHouse Pay ei võta Teenuse osutamise eest teenustasu, kuid Maksejuhise täitmisega võivad kaasneda Kontot teenindava Makseteenuse pakkuja tasud, mis on reguleeritud Maksja Kontot haldava Makseteenuse pakkuja tingimuste ja hinnakirjaga.

7. VASTUTUS

- 7.1. inHouse Pay ei vastuta Teenuse osutamisel Maksejuhise täitmise eest (sh täitmise tähtaegade järgimine). Maksja poolt kinnitatud Maksejuhise alusel maksetehingu teostamine on reguleeritud Maksja Kontot teenindava Makseteenuse pakkuja tingimustega.

8. KONFIDENTSIAALSUS

- 8.1. inHouse Pay hoiab salajas kogu teavet, mille ta on seoses maksete algatamise ja Maksjatega teada saanud ning rakendab piisavaid turvameetmeid, et seda teavet turvaliselt säilitada.
- 8.2. inHouse Pay ei kasuta talle Teenuse raames avaldatud infot mistahes muul põhjusel kui Teenuse pakkumiseks.

9. LÕPPSÄTTED

- 9.1. inHouse Pay üle teostab järelevalvet Finantsinspektsioon (aadress Sakala 4, 15030 Tallinn, Eesti, veebileht: www.fi.ee).

5. SECURITY

- 5.1. In order to use the Service, the Payer undertakes to confirm their identity and payment transaction with a strong authentication tool (SCA - Strong Customer Authentication) by selecting a Mobile-ID, ID-card, Smart-ID or other two-stage authentication solution according to the terms and conditions of the Payment Service Provider.
- 5.2. inHouse Pay never collects nor stores the Payer's Sensitive Payment Data.

6. FEES

- 6.1. inHouse Pay does not charge a service fee for providing the Service, but the execution of a Payment Order may create fees from the Payment Service Provider servicing Account, which are regulated by the terms and conditions and price list of the Payment Service Provider servicing the Payer's Account.

7. LIABILITY

- 7.1. inHouse Pay shall not be responsible for the execution of the Payment Order when providing the Service (incl. for observing the execution times). Execution of a payment transaction on the basis of a Payment Order approved by the Payer is regulated by the terms and conditions of the Payment Service Provider servicing the Payer's Account.

8. CONFIDENTIALITY

- 8.1. inHouse Pay maintains secrecy of all information that has become known to it in relation to the initiated payments and the Payers and shall take adequate measures for the secure preservation of such information.
- 8.2. inHouse Pay does not use the information become known while providing the Service for any purpose whatsoever other than the execution of Payment Initiation Service.

9. FINAL PROVISIONS

- 9.1. inHouse Pay is supervised by Finantsinspektsioon (address: Sakala 4, 15030 Tallinn, Estonia, webpage: www.fi.ee).

9.2. Kui Maksja ei ole Teenusega rahul, võib ta esitada kaebuse vastavalt inHouse Pay Kliendikaebuste lahendamise korrale, mis on leitav inHouse Pay Veebilehelt.

If the Payer is dissatisfied with the Service received, the Payer may file a Complaint in accordance with inHouse Pay customer Complaints handling procedure, which can be found on inHouse Pay's Website.