

# Principles of Processing Customer Data

## 1. Definitions

**Coop Pank Group** is Coop Pank AS and its daughter companies providing financial services. The list of Coop Pank Group financial undertakers is available on the website [www.cooppank.ee](http://www.cooppank.ee).

**Personal data** is all data concerning an identified or identifiable Customer who is a physical person.

**Customer data** is all information (including information that can be handled as banking secrecy and personal data), which is known to the Coop Pank about the Customer (e.g. name, personal ID number, contact data, data of the representative, transaction data).

**Processing customer data** is any activity concerning the Customer's data, including collection, storing, editing, using, disclosing and sharing it.

**The Customer** is any physical or legal body who uses, has used or has expressed the wish to use the services provided by Coop Pank Group or is directly connected to providing the services (e.g. guarantors, representatives and actual beneficiaries).

## 2. General Part

2.1. The current principles of processing customer data explain the processing of customer data in Coop Pank Group and the rights of the customers in connection to the processing of the customer data.

2.2. The provisions of processing customer data may also be included in the contracts between the Customer and Coop Pank Group. In that case, if the provisions clash with each other, the contractual agreements are superior.

2.3. Customer data is processed in order to provide better service to the customers, draft contracts and fulfil valid contracts, make offers, develop new services and fulfil the duties resulting from legislation.

2.4. The employees responsible for processing customer data are the financial undertakers of Coop Pank Group and within the scope where the disclosure of customer data to each other is allowed and necessary, the representatives act as co-responsible processers. Such activity as a co-responsible processer mostly occurs with the purpose to administer the customers' personal and contact data centrally, in credit activities, in order to hinder money laundering and the terrorist financing and in pan-group risk management activities, including diminishing the risk of fraud.

2.5. In their everyday activities, Coop Pank Group acts upon legislation concerning personal data protection, general provision of data protection, Credit Institutions Act, Money Laundering and Terrorist Financing

Prevention Act and other relevant guidelines, legal regulation and regulation by monitoring institutions.

2.6. Coop Pank Group assures the legality, confidentiality and safety of Customer data and its handling and employs all necessary organisational, physical and info technology means to ensure it.

2.7. In order to provide the services and/or to fulfil their legal duties, Coop Pank Group may employ co-operation partners who act as authorized or co-responsible processers of the data. Such co-operation partners are carefully selected by Coop Pank Group and it is verified before the beginning of work that the co-operation partner is capable of ensuring the processing of customer data according to the requirements. Certified processers may process customer data only according to the guidelines and within the scope given by the Coop Pank Group.

2.8. Coop Pank Group has the right to change these principles unilaterally at any time according to valid legal acts. The customer is informed about the change of principles at least 1 (one) month prior through the web page [www.cooppank.ee](http://www.cooppank.ee) and/or the communication device agreed to the Customer. Coop Pank Group does not have to observe the announcement period if the changes occur due to the change in legal acts. The principles were compiled in Estonian and then translated into English and Russian. In the event of discrepancies or contradictions between the Estonian and foreign-language versions, the Estonian text takes precedence.

2.9. The legitimacy of customer data processing in Coop Pank Group is observed by the data protection specialist of Coop Pank Group. The Customers have the right to directly contact the data protection specialist with problems and questions concerning customer data processing as following: contact address Maakri 30, 15014 Tallinn and by e-mail address [andmekaitse@cooppank.ee](mailto:andmekaitse@cooppank.ee).

## 3. Composition of Customer Data

3.1. Coop Pank Group receives or collects Customer data from the Customer themselves as well as other sources (various public registries or information received from third persons).

3.2. The processed Customer data is mostly:

3.2.1. Customer's personal data (name, personal identification number, birth time and -place, language of communication, family information, tax residency);

3.2.2. Customer's contact data (official address and place of residence, mail address, contact phone, e-mail address);

3.2.3. Data concerning customer's occupation (including education and previous and current place of work for physical persons and their field of occupation in case of legal persons, and information about the Customer's financial experience);

3.2.4. The Customer's financial data (income,

assets, liabilities, and data about the source of income and assets);

3.2.5. Information concerning the Customer's transactions (information about various transactions made by the Customer, including the signed contracts);

3.2.6. Information concerning the persons connected to the Customer (including data about the Customer's representative, actual benefactors, and connection to different legal persons);

3.2.7. Information concerning the Customer's reliability (information about previous payment behaviour and the liabilities undertaken, information about possible connections to money laundering or terrorist financing);

3.2.8. Information concerning the Customer's habits, preferences and satisfaction about the use of the Customer segment and different sections of the bank's website and visiting the banking offices;

3.2.9. Information acquired from fulfilling legal responsibilities (e.g. information acquired from enquiries/requests from courts, investigative institutions, tax authorities and bailiffs).

3.3. Customer Data are managed centrally at Coop Pank Group in terms of the personal and contact data of Customers. In order to change the relevant data, the Customer may contact any financial company of Coop Pank Group and their data will also be deemed to have been changed at the other companies.

#### 4. Legal Basis and Purpose of Processing Customer Data

4.1. Processing customer data, including publishing the data and disclosing it to the third persons occurs either:

4.1.1. To carry out the activities preceding signing the contract with the Customer, to sign the contract, to fulfil the contract or to ensure the fulfilling of the contract or;

4.1.2. To fulfil Coop Pank Group legal responsibilities or a task of public interest or;

4.1.3. Based on justified interest of Coop Pank Group or a third party or;

4.1.4. Upon the Customer's consent in the purpose and scope expressed in the consent.

4.2. Based on the type of customer data, different customer data could be processed for different reasons and on different legal basis (for example the Customer's contact data for fulfilling requirements arising from law, drafting the contract as well as mailing the Customer directly upon their consent).

4.3. To carry out the activities preceding signing the contract with the Customer, to sign the contract, to fulfil the contract or to ensure the fulfilling of the contract, the Customer data is processed among other reasons for the purpose of:

4.3.1. Deciding upon the contract, including to make decisions concerning the suitable contractual conditions (processing Customer data prior to signing the contract);

4.3.2. To fulfil the contract (for example make payments, forward loan schedules) or ensure fulfilling the contract, including debt collection for an incomplete contract (debt notifications through various means of communication, debt collection procedures);

4.3.3. To fulfil the rights arising from the contract effective with the Customer or a contract connected to that (guarantee agreements, repurchase agreements of leased items);

4.3.4. To establish the rights that have been breached or disputed (including disclosing data to the representative of the Coop Pank Group).

4.4. In order to fulfil legal responsibilities or a task of public interest, Customer data is processed among other things for the purpose of:

4.4.1. Hindering money laundering and terrorist financing (for example checking Customer data from public registries, monitoring the Customer's payment transactions, checking the source of assets);

4.4.2. Fulfil the obligations deriving from the Tax Information Exchange Act (checking Customer data from public registries, disclosing the data concerning personal, transaction and financial assets of relevant Customers and their actual benefactors to Estonian Tax Authority in order to exchange international tax information);

4.4.3. To assess the Client's trustworthiness and creditworthiness when applying the principle of responsible lending (analysis of the Client's income and obligations and check of previous payment defaults), including:

4.4.3.1. in the event of the Client using the account information service when submitting an application for credit, the payment service provider offering the account information service forwards to the Coop Pank Group, at the Client's request, data regarding the payment account indicated by the Client and payment transactions linked to it;

4.4.4. In order to perform statistical and financial analyses;

4.4.5. In order to fulfil the obligations deriving from the Credit Institutions Act and other legal acts and to realize the rights (e.g. responding to the requests of courts, investigative institutions, notaries and bailiffs);

4.4.6. In order to fulfil the duties deriving from EU legal acts, for example the duties deriving from EU directive no 575/2013 based on a consolidated situation, mostly for risk management and observing the concentration limits by Coop Pank Group.

4.5. Based on justified interest, Customer data is processed for the purpose of:

4.5.1. For risk management, including for the prevention of fraud and ensuring security (use of security cameras, recording phone calls, monitoring the Client's transactions, preparing models of the probability of insolvency);

4.5.2. Developing products, services and software;

4.5.3. Protecting one's own rights in preserving data and documents;

4.5.4. Processing customer complaints;

4.5.5. to contact the Client in order to gauge their user experience in regard to the products/services they use and to introduce to them ways of using the products/services;

4.5.6. to conduct a customer survey, to evaluate the Google reviews given to the Coop Pank group and to contact the Client based on their feedback in order to enhance the Client's user experience in the Coop Pank group and improve products/services, incl. on the following conditions:

4.5.6.1. Feedback provided by the Client in writing or in a form that can be reproduced in writing (e.g. by e-mail) is retained for up to three years (i.e. for the remainder of the calendar year in which the feedback is given and for the two years after that).

4.5.6.2. The Client's feedback as given in a recorded call is used for the purposes set out in point 4.5.6 within 30 days of the feedback being provided.

4.5.7. To contact the Client who has not finished the submission of an application for the purposes of a reminder, personal assistance and improvement of the service. The Coop Pank Group has the right to contact the Client for said purposes within 30 days after the Client first started filling in the application.

4.5.8. Marketing activity to the Customers of the financial undertaker Coop Pank Group in providing the financial services of the financial undertaker;

4.5.9. Compiling personal offers;

4.5.9.1. Depending on the offer being made, the Coop Pank Group processes the following data: name; personal identification code; contact details; language of communication; country of residence; age; any contracts and the dates on which they were entered into; transaction details; data regarding debt and the seizure of accounts; and information about credit decisions made by any Coop Pank Group financial undertaking. When compiling personal offers the Coop Pank Group does not gather additional data about the Customer, but uses the aforementioned data to the extent that is known to the Coop Pank Group in regard to the Customer.

4.5.9.2. In order to compile personal offers, the Coop Pank Group uses the services of its partner Braze, Inc.

4.5.9.3. Personal offers are compiled by the Coop Pank Group for Customers who have granted their consent to receive such offers.

4.5.9.4. The compiling of personal offers by the Coop Pank Group does not result in any legal consequences for the Customer and has no significant impact, since:

1) the aim of personal offers is to make an offer to a Customer based on their profile, incl. avoiding making financial offers to Customers who have failed to repay debts to the bank by the deadline and this is known to the Coop Pank Group;

2) The prerequisite for the compiling of personal offers is the Customer's consent to receive such offers.

4.5.10. Forwarding debt data to the registrar of the payment defaults registry.

4.6. According to the Customer's consent, the Customer data is processed mostly for the purpose of:

4.6.1. Offering the Customers the services and products of Coop Pank Group, including mailing personal offers directly to the Customer;

4.6.2. Offering the Customer carefully selected services and goods from co-operation partners, including directly mailing offers to the Customer;

4.6.3. Disclose Customer data to third persons so that they could mail personalized offers or marketing mail concerning their services to the Customer.

4.6.4. Organize customer games and campaigns;

4.7. The Customer's consent for processing Customer data is generally indefinite and does not depend on the validity of customer relations.

4.8. The Customer has the right to withdraw their consent at any moment. The consent can be withdrawn by using the link in the e-mail and/or advertisement or by forwarding the request to withdraw the consent in the bank office, Internet bank or as a digitally signed request.

## 5. Disclosing Customer Data

5.1. Disclosing Customer data is one of the ways of processing Customer data and it can only be done for the goals and on the basis listed in point 4.

5.2. Coop Pank Group discloses Customer data:

5.2.1. Within the Coop Pank Group between different financial undertakers;

5.2.2. The transactions requested by the Customer, e.g. for making payment transactions to the correspondence banks, the global information system SWIFT (Society for Worldwide Interbank Financial Telecommunication, see [www.swift.com](http://www.swift.com)) mediating international bank transactions, payment mediators, international card companies and other similar co-operation partners;

5.2.3. To the persons connected to the credit contracts and having justifiable interest (e.g. guarantors, owners of the guarantee, guarantee granters, co-loaners and appliers, buyers and sellers of the leased item, contractual re-purchasers of the leased items);

5.2.4. to the providers of the various technical and support services which serve the Coop Pank Group (providers of communication, IT and printing services, client management and marketing services, categorisation services for payment account statement data, processing of payment card transactions and production of payment cards, archiving and document destruction services);

5.2.5. To the registrars of different databases (to registrar of the payment defaults registry in order to fulfil the principle of responsible loaning or to enable the assessment of the Customer's payment behaviour and creditworthiness; population data registry, business register or other registrars of similar databases in order to verify the Customer's data);

5.2.6. To the account information service provider when fulfilling an obligation arising from the law if the Client has

granted their consent to the payment service provider offering the account information service to access information pertaining to their payment account opened in the Coop Pank Group;

5.2.7. To the payment initiation service provider when fulfilling an obligation arising from the law if the Client has granted their consent to the payment service provider offering the payment initiation service to initiate a payment from their payment account opened in the Coop Pank Group;

5.2.8. To other finance and credit institutions and insurers on the basis of an enquiry made by them in order to offer the Client a service they wish to receive or to assess their trustworthiness and any risks linked to them, as well as to prevent money laundering and terrorist financing;

5.2.9. In order to grant the right to claim to the new creditor;

5.2.10. To third persons if the Customer has not observed the contract made with Coop Pank Group (debt collectors and legal aid);

5.2.11. Auditors and financial advisers of Coop Pank Group;

5.2.12. To the persons listed in the Credit Institutions Act and other legal acts whom Coop Pank Group undertakes to disclose the information protected by the banking secret (e.g. pre-litigation procedures, courts, notaries, Financial Inspection, bailiffs);

5.2.13. To authorised processors of Customer data.

5.3. Disclosing Customer data listed in this point, mostly when making foreign transactions, can bring along the processing of Customer data in the countries which have an insufficient level of data protection according to the evaluation of the European Commission. Information about relevant evaluations of the European Union can be found at <https://ec.europa.eu/info/law/law-topic/data-protection/>.

## 6. Automated Decisions and Profiling

6.1. Coop Pank Group uses profiling in various processes:

6.1.1. Forwarding marketing offers;

6.1.2. Product development and monitoring;

6.1.3. Analysis of credit capacity in the crediting process, including making automated decisions and giving credit, quitting the contract as well as sending reminders and debt notifications concerning an unfulfilled contract;

6.1.4. To evaluate the AML risk level.

6.2. Profiling may but does not have to include automated decision making and vice versa.

6.3. If Coop Pank Group makes an automated decision about the Customer that brings along legal consequences or has a notable effect on the Customer, the Customer has the right to contact Coop Pank Group and receive explanations about the logic of the decision, including request the reviewing of the decision by an employee of the Coop Pank Group.

## 7. Storing Customer Data

7.1. Upon processing customer data, Coop Pank Group derives from the principles of minimum data as well as the storing restrictions.

7.2. Storing customer data by Coop Pank Group lasts until the processing goals have been met or until fulfilling the duties deriving from legal acts.

7.3. Personal customer data is generally stored by Coop Pank Group for up to 10 years since the customer relations end. The reason and legal basis for storing personal customer data after the customer relations have ended derives from either the responsibility stipulated in a legal act to save the data or the justified interest of Coop Pank Group to provide the necessary information and possible base documents to solve the disputes arising from customer contracts or other risk management.

7.4. Upon storing personal customer data, Coop Pank Group takes into consideration the rights of other Customers according to the principle that the deleted data may not hinder the interests and rights of other Customers.

## 8. Rights and Responsibilities of the Customer

8.1. The Customer has the responsibility to give the Coop Pank Group only correct and timely customer data, also inform Coop Pank Group without delay about the changes in the data. Coop Pank Group has the right to request additional information and/or documents from the Customer to prove the changes in customer data (e.g. changes in Customer's name, tax residency etc.) and the Customer has the responsibility to present the requested documents without delay.

8.2. The customer has the right to:

8.2.1. Receive information about processing their data, get acquainted to their customer data in a banking office and/or in the internet bank and present statements to Coop Pank Group if they find that their rights have been breached upon processing the customer data, including present a request to make changes to their customer data;

8.2.2. Request ending the processing of their data and/or deletion of their data from Coop Pank Group if they find that data processing by Coop Pank Group and/or its scope or purpose are not based on legal basis except in cases where the right and obligation to process data arise from law or are required for fulfilling the contract signed with the Customer or to ensure its fulfilment;

8.2.3. Request a limitation to processing personal data;

8.2.4. Request disclosing personal data presented by themselves that is processed automatically;

8.2.5 Review the justified interest report that has been drafted by e-mailing a relevant request to the data protection specialist;

8.2.6 Present at any time and based on your own specific situation objections in regard to the processing of personal data which takes place on the basis of justified interest or for the fulfilment of a task in the public interest;

8.2.7. Turn to Customer Protection Inspectorate ([www.aki.ee](http://www.aki.ee)) and/or a competent court to protect their breached rights.

8.3 The Coop Pank Group will respond to claims submitted in regard to the processing of customer data by the deadline set out in law, but no later than within one month of receipt of the claim. The deadline for responding may be extended, if needed, by two months, taking into account the complexity and scope of the application.

8.4. If a breach in customer data processing by Coop Bank Group has been identified, the Customer has the right to request compensation for the damage caused to them.

8.5. Exercising their rights by the Customer may not hinder the justified interests and rights of other customers and Coop Bank Group (incl. business secrets and intellectual property).