

# Extract of the General Terms and Conditions of Coop Pank AS bank link use agreement

The terms and conditions provided in this extract are not binding. A bank link use agreement is concluded for using the bank link, and the terms and conditions agreed in the bank link use agreement apply to the trader.

## 1. Terms

**Settlement Day** is the day, when the Bank is open for general banking activities. As a rule, all calendar days excluding Saturdays, Sundays, national or state holidays, count as settlement days.

**Internet Bank** is the electronic service channel of the Bank, which enables the Customer to use the services of the Bank via the Internet.

**Customer** is the person, who has concluded an Internet banking agreement with the Bank and wishes to pay for services through the Bank Link.

**Payment Information** is the information regarding the beneficiary of the payment, payment amount and currency confirmed by the Trader with the Secret Key and sent to the Bank as well as other data, which are required for making payments and are sent by the Bank to the Customer. A detailed description of Payment Information is provided in the "Technical specification of the bank link" prepared by the Bank and sent to the Trader.

**Payment Response** is the information regarding occurrence or non-occurrence of payment, confirmed by the Bank with the Secret Key and sent to the Trader. A detailed description of the Payment Response is provided in the "Technical specification of the bank link" prepared by the Bank and sent to the Trader.

**Point of Sale** is the Trader's service site or a website, where trading activities are carried out and wherethrough the Customer can buy the Service.

**Bank Link** is a link on the website of the Trader, serving as a direct route to the Internet Bank, where the Customer can pay for the Service so that the Trader will immediately receive information about the execution of payment. The service parameters of the Internet Bank and Bank Link as well as the details of the Trader account are set out in Annex 1 of the Agreement.

**Query Information** means either Payment Information or Payment Response.

**Secret Key** is a unique combination of symbols at the possession of a Party that confirms, when used in delivering of information, delivery of the information by that Party.

**Certificate** is a Secret Key information, which is public, allowing verification of the owner of the Secret key and the validity of the Query Information sent with such Secret Key. The details of the Certificates of the Parties are set out in Annex 2 of the Agreement.

**Service** is the service or product (goods), which is offered by the Trader and is paid for through the Bank Link.

**Service Fee** is a fee specified in the price list of the Bank, paid by the Trader to the Bank upon use of the Bank Link service.

**Transaction** means a purchase and sales transaction settled through the Bank Link, whereby a Customer makes a payment to the Trader for a Service bought at the Point of Sale.

**Website** is the website of the Bank at [www.cooppank.ee](http://www.cooppank.ee)

## **2. Purpose of the Agreement**

The Agreement governs the relationships between the Bank and the Trader in delivery of payments by the Trader through the Bank for settlement through the Bank Link.

## **3. Obligations of the Parties**

3.1. The Bank is obliged to:

3.1.1. enable the Customer to make payments through the Bank Link based on Payment Information received from the Trader;

3.1.2. deliver to the Trader the technical specification required for using the Bank Link service, and the Bank Link logo (incl. link) or a reference to the respective internet page, where these are available.

3.2. The Trader is obliged to:

3.2.1. hold a current account in the Bank;

3.2.2. enable the Customer to make Service-related payments through the Bank Link;

3.2.3. immediately accept Customer payment confirmation confirmed with the Secret Key of the Bank, and provide the Customer with the service(s) and/or deliver the good(s), which were the objective of the Transaction;

3.2.4. state all the Points of Sale and fields of activities in the Agreement. Upon changes in the website address of a Point of Sale or in a field of activity, the Trader shall inform the Bank thereof in writing at least 5 (five) Settlement Days in advance;

3.2.5. execute the whole Transaction at the Point of Sale named in the Agreement, while the Trader may not guide Customers from the Point of Sale website to any website not mentioned in the Agreement, or from websites of any other sales environment to the Point of Sale website;

3.2.6. not to establish Transaction restrictions to the Customer without prior written consent of the Bank;

3.2.7. present at the request of the Bank all the documents related to Customer's order and provision of Service (incl. delivery of goods) and any other documents, which prove the completion of the Transaction;

3.2.8. display such symbols at the Point of Sale, which indicate the opportunity to complete the Transaction through the Bank Link;

3.2.9. display Transaction instructions at the Point of Sale;

3.2.10. maintain the documentation underlying the Transaction for the period and pursuant to procedure provided in legislation;

3.2.11. inform the Bank immediately in writing, if the account named by them in the Agreement is closed or if crediting of the account is restricted for any other reason;

3.2.12. upon receipt of respective notice, change within reasonable time the requirements and images established by Bank to the Bank Link or logo.

### **3.3. The Parties are obliged to:**

3.3.1. Upon receipt of Query Information, verify the Secret Key used for sending the Query Information against the Certificate delivered by the Party for verification of Query Information;

3.3.2. Not to accept Query Information, if verification of the Secret Key by means of the Certificate is unsuccessful or if the verification result is negative;

3.3.3. Hold their Secret Keys strictly confidential and apply measures to prevent any potential misuse;

3.3.4. stop delivery of Query Information, if the Secret Key of a Party has or may have become known to a third party;

3.3.5. Inform the other Party immediately, if

3.3.5.1. verification of more than a half of Query Information sets received within the past 24 hours has been unsuccessful or if the verification result has been negative;

- 3.3.5.2. the Secret Key of a Party has become known to a third party, or the Party suspects that the Key is being used by a third party;
- 3.3.5.3. The Secret Key of a Party has become lost, destroyed or is no longer in the possession of the Party through other reasons;
- 3.3.5.4. Such circumstances have become known to a Party, which hinder or could hinder performance of the Agreement, functioning or security of the information system of the Parties.
- 3.3.6. Make every possible effort to safeguard the security, faultless and uninterrupted functioning of the information systems necessary for the performance of the Agreement. When a failure occurs, the respective Party undertakes to immediately start eliminating the failure, and inform the other Party about the failure and its duration, and also the Customers in case of a failure, which hinders the delivery of Query Information;
- 3.3.7. Enable Customers to receive information about the use and malfunctioning of the Bank Link from the contacts stated in Annex 1 of this Agreement;
- 3.3.8. Coordinate with the other Party any changes in the information systems or in functioning thereof required for the performance of the Agreement, also any maintenance work carried out thereto by notifying the other Party thereof within a reasonable period of notice, if the change or maintenance of the information system used for the performance of the Agreement and under the control of the respective Party will affect or hinder or could affect or hinder the performance of the Agreement;
- 3.3.9. Provide the other Party with the information necessary for the performance of the Agreement, excluding the information the disclosure of which is restricted by law or other legislation;
- 3.3.10. Send legal and technical notices under the Agreement to the Parties at the contacts named in the header of the Agreement;
- 3.3.11. Notify each other immediately in writing to the contacts named in the header of the Agreement in case of changes in contact persons and/or their contact details or modifications in the parameters of the Service or the Internet Bank.

#### **4. Warrants of the Trader**

The Trader warrants that

- 4.1. they have the legal right to provide the Service (incl. to sell goods). In the event that the Trader is required to hold an activity licence or registration in a respective register in order to operate in the field of their economic activities, these shall be held and valid by the time of conclusion of the Agreement and throughout the period of the Agreement;
- 4.2. they do not use the Bank Link Service to identify the person of the Customer (authenticate the Customer) upon logging in to the Point of Sale website;
- 4.3. they do not complete any Transactions, which violate valid laws or good practices or are intended for a purpose, which could damage the reputation of the Bank.

#### **5. Confidentiality**

5.1. The Parties undertake to ensure the confidentiality of the Agreement and apply all necessary measures to protect any information related to the Agreement from disclosure to third parties.

5.2. The Parties shall have the right to disclose information about the Agreement and the other contractual Party:

- a) to third parties, whose right to receive the information arises from applicable legislation;
- b) to any person, who belongs in the same group of undertakings as the Party, and to their employees (in the course of performing their work duties) for the prevention of money laundering, for risk management and prevention, making tenders and reporting;
- c) to persons involved in the provision of financial service (providers of communication, printing and postal service) in relation to the provision of financial service;

d) auditors (in the course of their work duties) or other persons, who are obliged to maintain confidentiality by a contract or law.

## **6. Liability**

6.1. In case of failure to fulfil the obligations assumed under the Agreement or substandard fulfilment thereof the Parties shall be liable pursuant to the procedure and in a scope provided in the laws of the Republic of Estonia.

6.2. The Bank shall not be liable for the correctness of data exchanged between the Customer and the Trader.

6.3. The Bank does not guarantee payment, if the account of the Trader cannot be credited due to any crediting restrictions. In such event the Bank refunds the amount of the payment to the account of the Customer.

6.4. The Trader undertakes to settle all the Customer disputes arising from a payment, incl. Customer refund requests. The Bank shall not settle any disputes between the Trader and a Customer regarding the provision of the Service.

6.5. If the Trader is unable to prove to the Bank the delivery of goods or provision of service, the Bank may deem the payment made on the basis of the Transaction as void, and deduct the amount of the payment from any current account of the Trader in the Bank, or withhold it from amounts payable to the Trader on the basis of the Agreement.

6.6. All complaints regarding a payment shall be made by the Trader to the Bank immediately, but not later than in one month from the Transaction.

## **7. Service fees**

7.1. The Trader undertakes to pay a service fee to the Bank for each payment by a Customer, according to the price list of the Bank.

7.2. The Bank shall debit the service fee set out in subsection 7.1. of the Agreement from the current account of the Trader named in the Agreement on the last Settlement Day of each month according to a report submitted by the Bank to the Trader by e-mail, containing the records of Customer payments and service fees. For delayed payment of service fees the Bank shall have the right to request a fine for delay 0.1% of the due amount for each day in arrears.

## **8. Force majeure**

8.1. Performance of obligations by the Parties shall be suspended for a period of time, when it is hindered by force majeure or any other event, which the Parties did not or could not foresee.

8.2. In case of occurrence of force majeure events the Parties are obliged to use their best efforts to protect the interests of the other Party and immediately apply measures to eliminate the hindrance.

## **9. Validity, amendment and termination of Agreement**

9.1. The Agreement enters into force from the moment of signing by the Parties and is concluded for an unspecified period.

9.2. The Agreement can be amended by a written agreement between the Parties. Amendments of the terms and conditions of the Agreement are effected as annexes to the Agreement and shall be signed by both Parties.

9.3. Either of the Parties may terminate the Agreement unilaterally by notifying the other Party thereof in writing 1 (month) in advance.

9.4. The Bank may suspend performance of the Agreement or cancel the Agreement without following the term of notice, if:

9.4.1. the Trader breaches the Agreement;

9.4.2. the Trader becomes burdened with a financial debt to the Bank or becomes insolvent;

9.4.3. no transactions have been concluded under the Agreement in at least six months;

9.4.4. the Trader has given false information to the Bank;

9.4.5. occur any other bases named in the general terms and conditions of the Bank.

9.5. Upon suspension of the Agreement the Bank shall suspend the performance of their obligations to the Trader under the Agreement. The Bank shall continue with the performance of the obligations, when the grounds for suspension no longer exist.

9.6. The Agreement shall expire without notice, when the Trader has been deleted from the Commercial Register or when the Bank receives information about the decease of a self-employed Trader.

9.7. Expiry of the Agreement shall not affect the performance of obligations, which were assumed before the expiry of the Agreement.

9.8. Upon expiry of the Agreement, the Bank shall not repay the service fees already paid by the Trader to the Bank.

9.9. Upon expiry of the Agreement, the Trader shall remove the reference to the Bank Link from their Point of Sale and shall no longer use the symbols and design related to the Bank Link service.

## **10. Other conditions**

10.1. The Parties conclude and execute the Agreement, proceeding from the legislation of the Republic of Estonia. In cases not regulated by the Agreement, the general terms and conditions of the Bank shall be applied, available on the Website of the Bank. The Trader confirms that they have become familiar with the general terms and conditions of the Bank, have understood the provisions of the general terms and conditions of the Bank and agree with the contents of the general terms and conditions. The Bank has the right to amend the general terms and conditions of the Bank pursuant to the procedure provided in the general terms and conditions.

10.2. Any disputes between the Parties regarding the Agreement shall be settled through negotiations. In case of inability to reach the agreement, the dispute shall be settled in Harju County Court.

10.3. The Agreement is concluded by digital signing.