

Standard Terms and Conditions of Coop Credit Card Agreement

Terms and definitions

In addition to the terms and definitions below, the terms and conditions refer to the terms and definitions in the general terms and conditions of the bank and in the terms and conditions of the settlement agreement

Coop Keskühistu means Coop Eesti Keskühistu /Coop Estonia Central Association (Suur-Sõjamäe 70, Soodevahe Village, Rae Rural Municipality, Harju County 75322, registry code 10093971).

Coop Eesti means Coop Keskühistu and its member associations. The contact details of Coop Eesti are available on the website of Coop Keskühistu at www.coop.ee.

Interest means the fee for the use of the credit limit specified in the bank's price list and agreed in the agreement, which is paid by the account holder to the bank.

Additional payment means the cash payment made to the card account or the transfer of funds to the card account by way of a money transfer by the account holder, the card holder or a third party.

Card means the electronic payment instrument owned by the Bank and tied to the account specified in the agreement, which the Card Holder can use to perform operations pursuant to the procedure specified by the bank. The card may be digitalised by being linked to a smart device. The bank issues the card in cooperation with Coop Keskühistu and the card can also be used as a Coop Eesti loyalty card.

Card holder means the natural person to whom the bank has issued the card. The account holder may be the card holder.

Card account means the special purpose account for which the bank opens the credit limit and from which transactions can be made with the card and to which additional payments can be made. The card account number is published in the Internet bank.

Use limits means the limits within which the card holder has the right to perform operations during the period of time agreed in the agreement.

Available balance means the limit available for transactions at a specific point in time, considering the use limits, the credit limit, the additional payments made and the operations performed.

Account means the current account tied to the card and opened in the name of the account holder in the bank, which has been indicated in the agreement and from which the bank debits the payments due under the agreement.

Account holder means a client of the bank for whom the bank has opened the account to which the card is tied

Total cost of credit means the total amount per annum of other fees resulting from the repayment by the account holder of the credit limit and from the agreement (except the fees related to the withdrawal of cash, conversion and breach of the agreement). The total cost of credit shall be calculated as at entry into the agreement, on the assumption that the credit limit is drawn down in full at the first opportunity. The total cost of credit is calculated as a single amount for all the cards issued under the agreement.

Initial annual percentage rate of charge (APR) means the total cost incurred by the account holder under the Agreement, expressed as the annual percentage rate. The initial APR shall be calculated on the assumption that the credit limit is drawn down in full at the first opportunity and repaid in monthly annuity payments within 1 (one) year. The initial APR is calculated as a single amount for all the cards issued under the agreement. When calculating the annual percentage rate of charge, the bank shall not take into account any costs related to cash withdrawal, conversion or breaches of the agreement or any other costs not known to the bank at the time of entry into the agreement.

Credit limit means the maximum amount of funds for which the bank provides an account holder with credit to perform operations in a card account. The credit limit shall be set as a single amount for all the cards related to the card account.

Agreement means the Coop credit card agreement entered into between the bank, the account holder and Coop Keskühistu, an integral part of which shall include these standard terms and conditions of the Coop credit card agreement.

Payment date is the **10th (tenth) day** of each month. The bank will debit the payments due on the payment date under the agreement from the Account on the payment date.

Minimum instalment means the minimum amount that the account holder must pay to the bank every month, which consists of the minimum repayment of the credit limit drawn down.

Instalment means the amount that the account holder must pay to the bank every month, which consists of the repayment of the credit limit drawn down.

Bank means Coop Pank AS.

Card Centre of Banks means Nets Estonia AS.

PIN means a personal and secret identification number provided to the card holder by the bank, by means of which the bank identifies the card holder.

International card organisation means MasterCard Worldwide.

Terminal means an automated teller machine (ATM), a

payment terminal or another system (incl. an online environment and a cash register system), compliant with the requirements of the bank, through which the card holder can perform operations.

Operation means the use of funds in a card account through a terminal by means of a card for withdrawing cash, paying for goods or services, obtaining information or any other operation related to the card as well as making a payment from the card account to the card holder's current account in the bank.

Contactless payment means an operation performed by waving the card (incl. digitalised card) over the terminal without inserting the card in the terminal.

1. General provisions

- 1.1. The Agreement shall regulate the rights and obligations of the bank, Coop Keskühistu, the account holder and/or the card holder for the performance of operations upon use of the services provided by the bank, Coop Keskühistu and third parties.
- 1.2. The terms and conditions of the agreement become binding on the card holder, who is not the account holder, from the moment the Card is issued to the card holder.
- 1.3. In issues not regulated in the agreement, the parties will proceed from, in addition to the terms and conditions of the agreement, the general terms and conditions of the bank and the terms and conditions of settlement agreement, incl. the other documents specified therein and the terms and conditions of the joint loyalty programme of the companies and partners of Coop Eesti established by Coop Keskühistu (hereinafter referred to as the Coop Loyalty Programme). The terms and conditions of the Coop Loyalty Programme are available on the website of Coop Keskühistu at www.coop.ee.
- 1.4. In the event of any discrepancies between the general terms and conditions of the bank and these standard terms and conditions, the standard terms and conditions prevail. If the general terms and conditions of the bank and these standard terms and conditions deviate from the agreement, the terms and conditions stipulated in the agreement are followed in the relevant extent, except in terms of the payment date to which the provisions of these standard terms and conditions will apply.

2. Operations and limits

- 2.1. The card and the PIN are personal and only the card holder has the right to perform operations with the Card. If the account holder and the card holder are different persons, the account holder must send the agreement (incl. these standard terms and conditions), the general terms and conditions of the Bank and other relevant terms and conditions of service to the card holder for review and shall be responsible for the card holder's compliance therewith.
- 2.2. The credit limit will become available for drawdown after the agreement has been entered into and the bank

- has activated the option to draw down the credit in the Internet Bank. The account holder must activate the card according to clause 3.5. before using it for the first time.
- 2.3. If the account holder and the card holder are different persons, the account holder is obliged to give the card and the unopened PIN with any additional instructions on the use of the card and the PIN to the Card holder.
- 2.4. When performing operations, the card holder shall not exceed the use limit specified in the agreement or the available balance applicable at the time an operation is being performed.
- 2.5. The account holder has the right to request amendment of the card use limits, the credit limit and the instalment (incl. minimum instalment) by submitting the respective request pursuant to the procedure and on the conditions determined by the bank.
- 2.6. The bank and/or Coop Keskühistu has the right to offer the card holder additional services and benefits related to the card as well as terminate the provision of such additional services and benefits without the prior consent of the account holder and card holder. The bank and Coop Keskühistu have the right to establish service fees for all of these services and benefits according to the bank's price list and/or the terms and conditions of the Coop Loyalty Programme.
- 2.7. To assure the security of the use of the card, the bank shall be entitled to set maximum limits for the card, incl. depending on the security elements used for performing an operation, and to unilaterally reduce the use limits and/or credit limit specified by the account holder in the agreement.
- 2.8. Requests for operations performed in foreign currencies shall be received by the bank from international card organisations as converted into euros at the exchange rates determined by them. The bank is entitled to charge a service fee for operations made in foreign currencies in accordance with the price list.
- 2.9. The bank shall be entitled to refuse to allow the credit limit to be drawn down, reduce the credit limit, refuse to issue a card and/or to establish a minimum instalment without the consent of the account holder and the card holder if:
- 2.9.1. the account holder and/or the card holder has repeatedly breached material terms and conditions of the agreement; and/or
- 2.9.2. the account holder and/or the card holder does not accept the card from the Bank (incl. does not activate the new card) by the specified deadline; and/or
- 2.9.3. the bank refuses to issue a new or replacement card in accordance with point 3.10; and/or
- 2.9.4. the account holder has delayed the performance of the payment obligations arising from the agreement in part or in full for more than 8 (eight) calendar days; and/or
- 2.9.5. the solvency of the account holder has decreased

significantly and the bank does not agree to extend credit to the account holder; and/or

- 2.9.6. the account holder has overdue contractual payment obligations towards the bank and/or the entities belonging to the bank's group; and/or
- 2.9.7. if there is a significantly increased risk that the account holder is unable to meet their obligation of repaying the credit limitor if there are other circumstances arising from the general terms and conditions of the bank or from law.
- 2.10. The bank shall notify the account holder immediately of exercising the right specified in clause 2.9.
- 2.11. The account holder, the card holder and/or a third party can make additional payments into the card account at any time, incl. make the balance of the card account positive. The bank shall not pay the account holder interest on a positive balance of the card account.
- 2.12. The credit limit that has been drawn down will decrease and the available balance will increase by the additional payments made to the card account.
- 2.13. The account holder or the card holder can make payments via the Internet Bank from the card account to the current account(s) of the account holder in the bank.

3. Validity of the card and issue of a new card

- 3.1. When a card is issued, the card holder shall be provided with personal security elements of the card (PIN), which shall be regarded as the signature of the card holder when operations are performed.
- 3.2. The account holder shall confirm their receipt of the card and compliance with the agreement in a format accepted by the bank.
- 3.3. If the account holder and/or the card holder does not accept the card from the bank (incl. does not activate a new card) by the specified deadline, the card shall be destroyed. In this case, any expenses incurred by the bank in order to issue the card shall be debited to the account according to the bank's price list.
- 3.4. The bank shall be entitled to forward a card that has not been activated and the PIN to the account holder and/or card holder by post at the address that the account holder has provided to the bank. Upon receipt of the card, the account holder and/or the card holder shall be obliged to ensure that the envelope for neither the card nor the security elements of the card has been opened or damaged.
- 3.5. The account holder and/or the card holder can activate a card at a branch of the Bank, in the Internet Bank and at the stores of Coop Eesti that provide the relevant service (the list is available on the bank's website www.cooppank.ee) or in another manner accepted by the Bank.
- 3.6. The card shall be valid until the last day of the month (inclusive) indicated on the card. The validity of the card

shall expire before the time limit indicated on the card if the agreement is terminated prematurely by agreement between the parties or is cancelled by either party to the agreement. In this case, the card will become invalid on the date of the termination of the agreement. The validity of the card shall expire immediately if the card becomes physically unusable.

- 3.7. The card holder shall be obliged to return a card that is invalid or otherwise unusable to the bank immediately. The use of a damaged card is prohibited.
- 3.8. If the account holder and the card holder meet the requirements set by the bank, the bank shall issue a new card when the term of the card expires. If the account holder and/or card holder do not wish for a new card to be issued, they shall notify the bank of this at least 60 (sixty) days before the expiry of the term of the card.
- 3.9. If an expired card was digitalised, the new or replacement card must be digitalised again by linking it to a smart device.
- 3.10. The bank shall be entitled to refuse to issue a new or replacement card if the account holder and/or card holder has breached an obligation under the agreement, also in the event that the bank feels the solvency of the account holder has decreased significantly or the risk that the account holder cannot perform their obligation to repay the credit limit has increased significantly, and in the event that there are other circumstances arising from the general terms and conditions of the bank or from law
- 3.11. The bank may demand replacement of the card used by the card holder with a new card in order to enable its use as the loyalty card of Coop Eesti.

4. Assurance of the security of the card

- 4.1. The card holder shall be obliged to diligently retain their possession of the card, the linked smart device and the card details and security elements in order to prevent them from coming into the possession of third parties, except when handing the card over to a person who processes the card for making a payment.
- 4.2. The card holder is prohibited from copying the card or modifying it in any manner.
- 4.3. The card holder shall be obliged to remember the PIN, maintain its strict secrecy, not divulging it to anyone else, and not record it in a form that enables it to be recognised by third parties, including on the card or any other item. The card holder shall be obliged to destroy the PIN code envelope and the contents thereof immediately after opening it.
- 4.4. When entering the PIN into a terminal, the card holder must ensure that no unauthorised persons can see the PIN entered.
- 4.5. The card holder must protect the card against high temperatures, mechanical damage and strong electromagnetic fields or other similar harmful effects..
- 4.6. The card holder must protect the smart device linked

to the card with a security code or other security measures and take due care of the smart device and its security measures, taking all necessary steps to maintain the secrecy of the security measures.

4.7. In the event of the loss or theft of the card or the linked smart device, also in any other instance where the possibility of the use of the card by third parties may be presumed, including when there is reason to presume that the PIN or other security elements or the security measures of the smart device linked to the card may have become known to third parties, the card holder and/or the account holder shall notify the bank of this immediately in order for the use of the card to be suspended (blocking request).

4.8 The bank shall enable the card holder and the account holder to submit a blocking request in the customer

service areas of the branches of the bank during their opening hours, via the Internet Bank and on the telephone numbers indicated in the agreement and on the card round the clock.

- 4.9. Upon receiving a request to block the card, the bank shall take all reasonable measures available to it in order to stop any further use of the card. The bank shall not be liable for any loss or damage that may result from the blocking of the use of the card based on an incorrect blocking request.
- 4.10. For security reasons, the bank shall be entitled to block the use of the card temporarily or to close the card, notifying the account holder or the card holder thereof. In addition to the above, the bank shall be entitled to block the use of the card or card account if:
- 4.10.1. the account holder and/or the card holder does not accept the card from the bank (incl. does not activate the new card) by the specified deadline;
- 4.10.2. the bank refuses to issue a new or replacement card in accordance with point 3.10;
- 4.10.3. the account holder or the card holder has breached their obligations towards the bank under the agreement (including where the account holder has a debt towards the bank);
- 4.10.4. the card holder enters the PIN incorrectly multiple times (at least 3 times);
- 4.10.5. based on facts that have come to its knowledge, the bank has come to suspect that the card or the linked smart device is being used by a third party;
- 4.10.6. the bank has come to suspect that the card or the linked smart device is being used fraudulently or without the consent of the account holder;
- 4.10.7. out of other considerations to assure the security of the card.
- 4.11. Where possible, the bank shall notify the account holder about the blocking of the card and/or the blocking of the use of the card account and the reasons therefor immediately after the card and/or card account has been blocked.

- 4.12. If the card has been blocked based on a blocking request received from the account holder or the card holder, the bank may unblock it only based on a request from the account holder or the card holder.
- 4.13. The bank shall unblock the card and/or the card account or issue a new card once the reasons for blocking have ceased.

5. Use of the card

- 5.1. The card holder may perform operations, in Estonia, at any payment terminals (hereinafter **POS**) and automated teller machines (hereinafter **ATM**) that have subscribed to the Card Centre of Banks and, worldwide, at any POSs and ATMs bearing the MasterCard logo and at e-commerce sites by adhering to the relevant instructions.
- 5.2. In addition to what has been specified in clause 5.1., the card can be used to deposit or withdraw cash at the POSs of Coop Eesti stores. A Coop Eesti store may introduce restrictions in relation to cash deposits into or cash withdrawals from the POS by means of the card at the relevant store (e.g. the cash register does not have a sufficient quantity of cash). The operations specified in this clause can be performed only at the Coop Eesti stores that use the POSs that make such operations possible.
- 5.3. When performing operations, the card holder shall be obliged to observe and follow all the instructions and warnings of the bank, including any instructions and warnings provided by a person entitled to process the card or via a device.
- 5.4. The card holder shall authorise every operation either by handwritten signature or by entering the PIN or, in case of contactless payment, by waving the card (incl. a digitalised card) over the terminal or by authorising the operation in another manner acceptable to the bank. On an e-commerce site, the card holder shall authorise the operation by entering the information reguired by the e-commerce site, which includes, for example, the card number, the expiry date of the card, the name of the card holder, the card verification value, the login and password of the Internet Bank of the card holder's bank etc. In the case of operations with preauthorisation, the card holder authorises the operation by forwarding the card details to the service provider. Provision of consent by the card holder in the said manner shall be considered authorisation for the payment order. If authorisation is done by provision of a signature, the card holder may sign only one receipt per operation. The bank recommends the preservation of receipts for the verification of operations.
- 5.5 The card holder shall be obliged to present their personal identity document to a person authorised to process the card at the latter's request and consent to the recording of its details and, if requested to, sign a receipt.
- 5.6. In the event of doubt as to the identity of the card holder, the person entitled to process the card shall be

entitled to refuse to accept the card or to perform an operation.

- 5.7. The bank shall be entitled to presume that all operations performed with the card have been performed by the card holder except where the card holder or account holder has previously submitted to the bank a blocking request.
- 5.8. The bank shall be entitled to not execute a payment order forwarded by the card holder if:
- 5.8.1. the account (incl. the card account) has been blocked or seized;
- 5.8.2. the card has been blocked or is invalid;
- 5.8.3. the amount specified in the payment order exceeds the available part of the use limit;
- 5.8.4. there are insufficient funds in the card account to execute the payment order or pay the service fees;
- 5.8.5. on any other grounds as provided by law.
- 5.9. The account holder and/or the card holder shall be provided with information about the refusal to execute the payment order and the reasons therefor immediately at the point of sale or by means of the device enabling the use of the card.

6. Payment obligations

- 6.1. The account holder must pay the bank interest for the drawn down credit limit. The bank calculates interest for the drawn down credit limit every day. Interest is calculated on the basis of the actual number of days in a calendar month and a 360-day year.
- 6.2. Contrary to what has been stated in clause 6.1., the bank will not calculate interest from the performance of an operation on account of the credit limit until the payment date in the month following the performance of the operation (excluding the payment date).
- 6.3. The interest is payable to the bank on a monthly basis on the payment date of the month following the month that was the basis for the calculation of interest.
- 6.4. The account holder has the right to determine the size of the instalment paid to the bank monthly on the payment date either in the Internet Bank or by informing the bank thereof in writing by submitting an application at a branch. The Account holder has also the right to set the amount of the instalment as 0 (zero) euros or as the entire credit limit drawn down. If the minimum instalment has been stipulated in the Agreement, the account holder cannot set an instalment that is smaller than the minimum.
- 6.5. The account holder must ensure that there are sufficient funds in the account on the payment date so that the instalment and interest due can be debited from the account without exceeding its available balance. If the funds in the account are insufficient for the performance of payment obligations, the bank may still satisfy its claim on account of the positive balance of the card account.

- 6.6. The bank will debit the instalment and the interest due on the payment date following the month when operations were made on the account without any additional orders of the account holder. The payment date will remain the same even if it falls on a national holiday or another day off.
- 6.7. The bank will credit the card account in the amount of the instalment made and the available balance will increase accordingly.
- 6.8. If the drawn down credit limit on the last day of the month preceding the payment date is smaller than the instalment, the amount actually due as at the last day of the month will be deemed the amount of the instalment on the respective payment date.
- 6.9. In the event of a delay in payment, the default interest calculated on the overdue amount and the service fee for the reminder sent by the bank must be paid to the bank according to the bank's price list.
- 6.10. In addition to the monthly instalments and interest payments, the account holder must also pay to the bank the other service fees specified in the price list of the bank (e.g. the monthly card fee, the cash withdrawal fee etc.), the additional fees calculated by the International card organisation and the possible conversion fee. The bank will debit the fees specified in this clause (excl. the fees related to operations, which are debited from the card account) from the account without any additional orders of the account holder.
- 6.11. Information on the operations made on the card account and the amount payable on the payment date shall be provided to the account holder on the card account statement. The bank shall make the card account statement available to the account holder via the Internet bank or at their request at a bank branch.
- 6.12. If the balance of the card account is positive upon expiry of the agreement and closure of the card account after repayment of the credit amount and the related fees, the bank will transfer the funds into the card account to the account.
- 6.13. The account holder represents and warrants by entering into the agreement that the bank has notified them of and the account holder has understood the risks related to the use of credit limit.

7. Liability

- 7.1. The account holder and the card holder shall be liable to the bank for the performance of all their obligations under the agreement. Where loss or damage has resulted from an act or omission of the card holder, the account holder, too, shall be jointly and severally liable for the loss or damage caused by the card holder.
- 7.2. The card holder shall not use the card for any unlawful activities or in a manner that may cause loss or damage to the bank or a third party.
- 7.3. The account holder and the card holder shall bear the risk of the theft or loss of the card and/or PIN until the forwarding of the blocking request stipulated in

- clause 4.7. in the manner specified in clause 4.8 and are liable for the damages caused in the extent of a maximum of 50 (fifty) euros per card (limit of deductible).
- 7.4. The limit of deductible does not apply if the account holder and/or the card holder breached the agreement intentionally or due to gross negligence or in the case of fraud by the account holder and/or the card holder.
- 7.5. The bank shall be liable for the performance of its obligations under the agreement according to law.
- 7.6. The bank shall not be liable for the quality of goods or services paid for with the card, for a refusal of acceptance for performing an operation with the card or for any loss or damage that results from the blocking of the card based on an incorrect blocking request or from any other circumstances beyond the control of the bank (e.g. data communications disruption or ATM faults, including absence of cash in an ATM).).
- 7.7. If the card holder uses the card in contravention of the terms and conditions agreed in the agreement, the card holder and the account holder shall be jointly and severally obliged to pay the bank a contractual penalty according to the bank's price list.
- 7.8. Coop Keskühistu assumes sole liability, in accordance with the provisions of the terms and conditions of the Coop Loyalty Programme, to the account holder or the card holder for all of the rights of the account holder and/or the card holder arising from the Coop Loyalty Programme and for performance of the obligations of Coop Keskühistu. The bank cannot be held liable for Coop Keskühistu under any circumstances if Coop Keskühistu fails to perform the obligations arising from the terms and conditions of the Coop Loyalty Programme or if the account holder or the card holder is removed from the Coop Loyalty Programme or if it is not possible to use the card as a loyalty card of Coop Keskühistu or if the terms and conditions of the Coop Loyalty Programme do not apply to the card.
- 7.9. Only the Bank is liable to the account holder and/or the card holder for exercising their rights (incl. enabling the use of the rights) and for performance of the obligations of the bank arising from the terms and conditions of the agreement, the general terms and conditions of the bank, the terms and conditions of settlement agreement, incl. any other documents referred to in these terms and conditions, from the use of the card (excl. in relation to the Coop Loyalty Programme) and the granting of the credit limit. Coop Keskühistu cannot be held liable for the bank under any circumstances if the bank fails to perform the obligations arising from the specified terms and conditions or if the card holder cannot use the card (excl. the rights arising from the Coop Loyalty Programme) or if the bank refuses to issue a new card, etc.

8. Disputing an operation

8.1. The account holder and/or the card holder shall be obliged to verify the information on the receipt for the operation performed with the card and on the card account statement.

- 8.2. The account holder and/or the card holder shall undertake to inform the bank of an unauthorised or incorrectly executed payment order immediately after becoming aware of it, but no later than within 13 (thirteen) months of the day the payment was made.
- 8.3. If the account holder or the card holder has authorised a card payment without knowing the exact amount, the Bank will not be liable for the amount payable on the card payment. In this case, the account holder submits a complaint or a refund claim in the amount of the card payment directly to the payee of the card payment instead of the bank.
- 8.4. The account holder will waive all of the claims against third parties, which are related to the amounts compensated by the bank to the account holder on the basis of the agreement, to the bank in full.

9. Right of withdrawal

- 9.1. The account holder has the right to withdraw from the agreement within 14 (fourteen) calendar days of entering into the agreement by submitting the relevant written application to the bank.
- 9.2. If the account Holder wants to withdraw from the agreement, they must perform all of the payment obligations arising from the agreement to the bank (incl. repay the drawn down credit limit and pay the interest calculated thereon) within 30 (thirty) calendar days of submitting the withdrawal application. If said obligations are not performed, it will be deemed that withdrawal from the agreement did not take place.

Validity, amendment and termination of the agreement

- 10.1. The agreement shall take effect from the moment of being entered into and has been made for an unspecified term.
- 10.2. The bank shall be entitled to unilaterally amend the terms and conditions of the agreement by informing the account holder and publishing any amendments in full at the bank's branches, on the bank's website or via another electronic channel at least 2 (two) months before the amendments take effect.
- 10.3. If the account holder has not cancelled the agreement within the time limit specified in clause 10.2., they shall be deemed to have accepted the amendments. If the account holder does not accept the amendments, they shall be entitled to immediately cancel the agreement before the amendments take effect free of charge.
- 10.4. The Bank shall inform the account holder of the amendment of the interest rate using a durable medium (e.g. via the Internet Bank or by e-mail) at least 10 (ten) days before the amendment enters into force.
- 10.5. The account holder shall be entitled to cancel the agreement unilaterally at any time by notifying the bank thereof at least 1 (one) month in advance.
- 10.6. The bank shall be entitled to cancel the agreement

unilaterally at any time by notifying the account holder thereof at least 2 (two) months in advance.

- 10.7. The bank shall be entitled to cancel the agreement immediately without prior notice (incl. to close the card) in the following cases:
- 10.7.1. the card issued on the basis of the agreement has been blocked for at least 30 (thirty) consecutive days;
- 10.7.2. the account is closed;
- 10.7.3. the account holder has had a debt towards the bank for at least 3 (three) consecutive months;
- 10.7.4. the account holder and/or the card holder fails to accept the card from the bank (incl. to activate the new card) by the specified deadline;
- 10.7.5. the bank refuses to issue a new or replacement card in accordance with point 3.10.
- 10.8. In addition to the cases specified in these standard terms and conditions, the bank shall be entitled to cancel the agreement immediately without prior notice in the instances set out in the terms and conditions of settlement agreement, the general terms and conditions of the bank or by law.
- 10.9. When the agreement is cancelled, the account holder is obliged to pay the bank for all of the operations made with the card and the related service fees, perform all other payment obligations arising from the agreement and return all of the cards issued on the basis of the agreement to the bank by the day the agreement expires.
- 10.10. Any claims received by the bank after expiry of the agreement about operations made with the card when the agreement was in force will be debited by the bank to the account. The card account will remain open for 40 (forty) calendar days after the expiry of the agreement for receiving any delayed claims.
- 10.11. The expiry of the agreement shall have no bearing on the collection or satisfaction of financial claims that arose prior to the expiry of the agreement.
- 10.12. The agreement is deemed expired in respect of all parties if it is cancelled by the bank or the account Holder. If the account holder is excluded from the Coop Loyalty Programme at the account holder's request or on the initiative of Coop Keskühistu, the agreement and the card will remain in force without the application of the Coop Loyalty Programme.

11. Final provisions

- 11.1. The parties shall be obliged to not disclose any information related to the agreement or performance thereof to any third parties except where this proves necessary under circumstances related to the card or an operation or where the right or obligation to disclose arises from the agreement or law.
- 11.2. The bank shall be entitled to disclose information related to the agreement and performance thereof to third parties with the consent of the account holder and

the card holder or in instances set out in the general terms and conditions of the bank.

- 11.3. If the account holder fails to fulfil the payment obligation arising from the agreement, the bank has the right to make data pertaining to the debt known to the provider of the debt collection service or to the individual to whom the Bank wishes to assign the claim arising from the agreement, as well as to the keepers of credit registers, with the aim of making such data available in one or more databases of debtors which can be used publicly or by a restricted circle of persons.
- 11.4. Coop Eesti shall be entitled to disclose information about operations, the card, the account holder and the card holder to third parties whose right to receive information arises from the terms and conditions of the Coop Loyalty Programme or law.
- 11.5. Any claims, grievances and complaints of the account holder and/or the card holder shall be resolved according to the terms and conditions of the settlement agreement and the general terms & conditions of the bank.
- 11.6. Any complaints or disputes arising from the use of the card as the Coop Eesti loyalty card shall be resolved between the account holder and/or the card holder and Coop Keskühistu.
- 11.7. The agreement shall be governed by the law of the Republic of Estonia. The bank shall be entitled to file a claim for the resolution of the dispute arising from the agreement with Harju County Court or with the court of the place of residence to date of the account holder or with the court of the location of the assets of the account holder if they start living abroad after entering into the agreement or if their place of residence is unknown at the time of filing the claim.

The account holder and the card holder hereby represent and warrant that they have reviewed, accept and undertake to adhere to the terms and conditions of the agreement, the terms and conditions of the settlement agreement, the general terms and conditions of the bank and the terms and conditions of the Coop Loyalty Programme and any other documents cited therein.