

# Standard Terms and Conditions of The Debit Card

**Please note: These Standard Terms & Conditions of Debit Card only apply to debit cards issued before 2 October 2017. The bank does not issue debit cards (incl. replacement cards) on the basis of these Standard Terms & Conditions of Debit Card since 2 October 2017.**

## 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 of the settlement agreement.

**Card holder** means a person for whom the bank issued a card.

**Card** means an electronic means of payment owned by the bank, which enables the card holder to effect operations according to the procedure established by the bank.

**Use limits** means limit amounts within which the card holder is entitled to effect operations during the period agreed in the agreement.

**Account** means the client's settlement account at the bank, related to the card.

**Account holder** means a client of the bank for whom the bank has opened an account to which a card is related.

**Agreement** means a debit card agreement concluded between the bank and the account holder, an integral part of which shall include these standard terms and conditions of the debit card agreement.

**Bank** means Coop Pank AS.

**Card Centre of Banks** means Nets Estonia AS.

**International card organisation** means MasterCard Worldwide.

**Terminal** means an automated teller machine, a payment terminal or some other system (including an online environment or teller system), compliant with the requirements of the bank, through which the card holder is able to effect operations.

**Terms and conditions** means these standard terms and conditions of the debit card.

**Operation** means the use of funds in an account through a terminal by means of a card for withdrawing or depositing cash, paying for goods or services, obtaining information or any other operation related to the card.

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

## 1. General provisions

1.1. The agreement shall govern the rights and obligations between the bank and the account holder when using services provided by the bank and third parties by means of a card issued by the bank.

1.2. The terms and conditions shall become binding on the card holder from when the card is issued to the card holder.

1.3. On issues not regulated by the agreement, the parties

shall be guided, in addition to the terms and conditions, by the general terms and conditions of the bank and the terms and conditions of the settlement agreement, including any other documents cited therein.

## 2. Operations and limits

2.1. The card and the PIN code are personal, and only the card holder shall be entitled to effect operations with the card. If the account holder and the card holder are different persons, the account holder shall provide the card holder for their review with the agreement, the general terms and conditions and any other relevant terms and conditions of service and shall be responsible for the card holder's compliance with these.

2.2. Before the card is used for the first time, the account holder shall activate the card according to the provisions in clause 3.5.

2.3. If the account holder and the card holder are different persons, the account holder shall be obliged to turn the card and the unopened PIN code with any additional instructions on the use of the card and the PIN code over to the card holder.

2.4. The account holder shall be entitled to apply for a change to the card use limits, by presenting a relevant request according to the procedure and on the conditions determined by the bank.

2.5. To provide services related to a card, the bank shall be entitled to collaborate with third parties (e.g. other credit institutions, international card organisations, the Card Centre of Banks, print and postal service providers or the like), whom they may provide with information concerning the account holder and the card holder, including their personal data, as part of this collaboration.

2.6. The bank shall be entitled to provide the card holder with additional services or benefits related to the card or to terminate the provision of such additional services or benefits without the prior consent of the account holder or card holder. The above persons shall be entitled to set service fees for any such services or benefits according to the price list of the bank.

2.7. To assure the security of the use of the card, the bank shall be entitled to set maximum limits for the card and to unilaterally reduce the use limits specified by the account holder in the agreement.

## 3. Validity of the card and issuing 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 code), which shall be regarded as the signature of the card holder when operations are performed. The account holder shall confirm their receipt of the card and compliance with the agreement by their handwritten signature on the form concerning the issuing of the card or in any other form accepted by the bank.

3.2. Upon receiving the card, the card holder shall be obliged to immediately affix their handwritten signature in the signature field on the back side of the card.

3.3. If the card holder does not accept the card from the bank within 3 (three) months from the conclusion of the agreement, the card shall be destroyed and the agreement shall be deemed to have expired. In this case, any expenses incurred by the bank in order to issue the card shall be debited to the account holder's 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 code for the card to the account holder and/or card holder by post at the address that the account holder has provided the bank with. Upon receipt of the card, the account holder and/or the card holder shall be obliged to make sure 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 card holder shall be able to activate a card at customer service areas of the branches of the bank, via the Internet bank or in any other 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 before the prescribed time by agreement between the parties or is cancelled by either party to the agreement. In this case, the validity of the card shall cease on the date of the expiry 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 the card, which is invalid or unusable in some other manner, to the bank immediately. The use of a damaged card is prohibited.

3.8. Upon expiry of the term of the card, the bank shall issue a new card. 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. 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.

#### 4. Assurance of the security of the card

4.1. The card holder shall be obliged to diligently retain their possession of the card in order to prevent it from coming into the possession of any third parties, except when turning the card over to a person serving the card, for the purposes of effecting payment.

4.2. The card holder shall be forbidden to copy the card or modify it in any manner.

4.3. The card holder shall be obliged to remember the PIN code, 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 code into the terminal, the card holder shall make sure that no unauthorised person can see the PIN code entered.

4.5. The card holder shall be obliged to protect the card against high temperatures, mechanical damage and strong electromagnetic fields or any other such harmful effects.

4.6. In the event of the loss or theft of the card, 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 code may have become known to third parties, the card holder and/or account holder shall notify this to the bank immediately in order for the use of the card to be stopped (notification to block).

4.7. The bank shall enable the card holder and the account holder to provide notification to block 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.

4.8. Upon its receipt of notification to block the card, the bank shall implement 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 incorrect notification to block.

4.9. For reasons related to security, the bank shall be entitled to block the use of the card temporarily or to close the card, notifying the account holder or card holder thereof. In addition to the above, the bank shall be entitled to block the card if:

4.9.1. The account holder or card holder has breached their obligations towards the bank under the agreement (including where the card holder has a debt towards the bank);

4.9.2. The card holder enters the PIN code incorrectly multiple times (at least 3 times), in which case the bank or the person serving the card shall be entitled to also seize the card physically;

4.9.3. Based on facts that have come to its knowledge, the bank has come to suspect that the card is being used by a third party;

4.9.4. The bank has come to suspect that the card is being used fraudulently or without the consent of the account holder;

4.9.5. Out of other considerations to assure the security of the card.

4.10. Where possible, the bank shall notify the account holder about the blocking of the card and the reasons for it immediately after the card has been blocked.

4.11. If the card has been blocked based on notification to block from the account holder or card holder, the bank may unblock it only based on a request from the account holder or card holder.

4.12. The bank shall unblock the card or issue a new card once the reasons for blocking have ceased.

#### 5. Use of the card

5.1. The card holder may effect transactions, 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. When effecting transactions, 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 serve the card or via a device.

5.3. The card holder shall authorise every transaction either by handwritten signature or by entering the PIN code or by authorising the transaction in another manner accepted by the bank. At an e-commerce site, the card holder shall authorise the transaction by entering the information required by the e-commerce site, which include, for example, the card number, the expiry date of the card, the name of the card holder, the card's security code, the login and password of the Internet bank of the card holder's bank etc. In the case of preauthorised transactions, the card user authorises the transaction by forwarding card data to the service provider. Provision of consent by the card holder in the said manner shall be considered

authorisation for the payment transaction. If authorisation is done by provision of a signature, the card holder may sign only one receipt per transaction. The bank recommends the preservation of receipts for the verification of transactions.

5.4. The card holder shall be obliged to present their personal identity document to a person authorised to serve the card at the latter's request and consent to the recording of its details and, if requested to, sign a receipt for the transaction.

5.5. In the event of doubt as to the identity of the card holder, the person entitled to serve the card shall be entitled to refuse to accept the card or to effect a transaction or to not return the card. The card inserted into the ATM shall not be returned if the PIN code has been entered incorrectly multiple times.

5.6. The bank shall be entitled to presume that all operations effected with the card have been effected by the card holder except where the card holder or account holder has previously provided the bank with notification to block.

5.7. The bank shall be entitled to not execute a payment order transmitted by the card holder if:

5.7.1 The account has been blocked or frozen;

5.7.2. The card has been blocked or is invalid;

5.7.3. The amount of the payment order exceeds the unused portion of the use set;

5.7.4. There are not enough funds in the account to execute the payment order or pay service fees;

5.7.5 On any other grounds as provided in legislation.

5.8. The account holder and/or card holder shall be provided with information about the refusal to execute the payment order and the reasons for it immediately at the point of sale or by means of the device enabling the use of the card.

5.9. The account holder and the card holder shall be able to receive information about transactions in a format which can be reproduced in writing, according to the terms and conditions of the settlement agreement with the bank.

## 6. Debiting of the account, service fees

6.1. The bank shall be entitled to debit the account for any amounts of operations effected with the card or any service fees or other costs related to the use of the card or any penalty amounts according to the bank's price list. In addition to the fees specified on the price list, the bank shall be entitled to debit the account also for any additional fees charged by international card organisations for operations effected in a foreign state.

6.2. In the case of an amount withdrawn from an ATM in the Republic of Estonia, the account shall be debited immediately for the transaction amount and the service fee.

6.3. In the case of transactions effected using POSs or ATMs in a foreign state or via an e-commerce site, the transaction amount and the service fee shall be reserved on the account immediately, and the account shall be debited for the said amounts after the arrival of the relevant transaction confirmation.

6.4. Claims for transactions effected in foreign currencies shall be received by the bank from international card organisations as converted into euros at the exchange rates determined by them. All conversions performed by international card organisations shall be subject to the rate deter-

mined by the International card organisation or the bank serving the organisation. If transactions effected with the card are received at the bank in a foreign currency, the bank shall convert the operation effected with the card into euros based on the transfer rate set by the bank on the date of the acceptance of the operation. The bank shall be entitled to add on top of the operation effected with the card a conversion fee according to what has been specified on its price list if the operation effected with the card has been effected in a currency other than the euro.

6.5. The bank shall debit the account for the card monthly fee on the last day of every month according to the bank's price list. The card monthly fee shall be calculated until the expiry of the agreement, i.e. also for any period during which the card has been blocked.

6.6. The account holder shall be obliged to ensure that there are enough funds in the account for payment for operations or services used or for any other payments under the agreement.

6.7. If there are not enough funds in the account for the payment of the amounts payable, the bank shall be entitled to use one or several of the following options:

6.7.1. Calculate interest on the outstanding amount at the rate stipulated on the price list of the bank until the full payment of the said amounts;

6.7.2. Debit the account holder's any other account at the bank for the debt;

6.7.3. Implement other measures under legislation.

## 7. Liability

7.1. The account holder and the card holder shall be responsible 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 solidarily 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 for 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 code until the transmission of the notification to block stipulated in clause 4.6. in the manner specified in clause 4.7. and shall be liable for any loss or damage to the maximum amount of 50.00 euros per card (limit of own contribution).

7.4. The own contribution limit shall not apply if the account holder and/or card holder has breached the agreement deliberately or due to gross negligence or if fraud by the account holder and/or card holder is involved.

7.5. The bank shall be responsible for the performance of its obligations under the agreement according to the legislation.

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 effecting an operation with the card or for any loss or damage that results from the blocking of the card based on incorrect notification to block 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 obliged to pay the bank solidarily a contractual penalty according to the bank's

rice list.

## 8. Disputing an operation

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

8.2. The account holder and/or the card holder shall undertake to notify the bank about a payment order that has not been authorised or that has been incorrectly prepared immediately after becoming aware of this but not later than within 13 (thirteen) months from when the account is debited.

## 9. Validity, amendment and termination of the agreement

9.1. The agreement shall take effect on being concluded and remain in effect until the date specified therein.

9.2. The bank shall be entitled to unilaterally amend the terms and conditions of the agreement by publishing any amendments in full, at least 2 (two) months before the amendments take effect, in the customer service areas of the bank's branches, on the bank's website or via some other electronic channel.

9.3. If the account holder has not cancelled the agreement within the time limit specified in clause 9.2., they shall be deemed to have accepted the amendments. If the account holder does not accept the amendments, they shall be entitled to cancel the agreement before the amendments take effect for no fee immediately.

9.4. 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.

9.5. 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.

9.6. The bank shall be entitled to cancel the agreement immediately without advance notification (also to close the card) in the following instances:

9.6.1. In the instance specified in clause 3.3. of the agreement;

9.6.2. the card issued under the agreement has been blocked for at least 30 (thirty) days in a row;

9.6.3. The account is closed;

9.6.4. The account holder has had debt towards the bank for at least 3 (three) months in a row;

9.6.5. The card is rendered invalid and the account holder and/or the card holder fails to accept a new card from the bank (or to activate the new card) within the time limit set out in clause 3.3 of the agreement;

9.7. In addition to the instances specified in the terms and conditions, the bank shall be entitled to cancel the agreement immediately without advance notification in instances set out in the settlement agreement, the general terms and conditions of the bank or legislation.

9.8. Expiry of the agreement shall have no impact on the collection or satisfaction of financial claims have arisen prior to the expiry of the agreement.

## 10. Final provisions

10.1. 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 entitlement or obligation to disclose is provided by the agreement or legislation.

10.2. 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.

10.3. Any claims, grievances or complaints of the account holder and/or card holder shall be resolved according to the provisions in the settlement agreement and the general terms and conditions of the bank.

The account holder and the card holder hereby certify 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 any other documents cited therein.