

# Standard Terms and Conditions of the Internet Bank 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 of the settlement agreement.

**Internet bank** means an electronic service channel including both an online application and a mobile application and enabling the user to effect transactions on behalf of the client via the Internet and to receive or transmit information.

**User** means a client who is a natural person or some other natural person who uses the Internet bank on behalf of the client.

**Client** means a natural or legal person that has concluded an Internet bank agreement with the bank.

**Agreement** means an Internet bank agreement concluded between the bank and the client, an integral part of which shall include these standard terms and conditions of the Internet bank agreement.

**Limit** means a limit to the extent of which the user can effect transactions over a specified period.

**Bank** means Coop Pank AS.

**Transaction** means the disposal of assets in the client's account, exchange of information and documents, conclusion of a service agreement, setting of limits or any other operation effected according to the user's instructions on behalf of the client via the Internet bank.

**Terms and conditions** means these standard terms and conditions of the Internet bank agreement.

**Means of identification** means a set of personalised security features accepted by the bank using which the user is able to enter the Internet bank or based on which the bank identifies the user.

## 1. General provisions

1.1. The agreement shall govern the relations between the bank and the client when using the Internet bank.

1.2. All the relations between the bank and the client not regulated by the agreement and/or terms and conditions shall be subject to the general terms and conditions of the Bank, terms and conditions of the settlement agreement and any other terms and conditions of the bank cited therein.

1.3. If the user is not the client themselves, the client shall acquaint the user with the terms and conditions of the agreement, the key rules of the secure use of the Internet

bank, the general terms and conditions and the price list of the bank and any other terms or conditions cited therein. The client shall be responsible for the user meeting the above conditions.

1.4. The client hereby certifies that they are aware that the appointment of a user may result in the user learning the details of the client's operations. The bank shall not be liable if, in designating a user, the client does not make sure of the reliability of the person of the user.

1.5. On conclusion of an agreement, the bank shall be entitled, going forward, to transmit any notices or declaration of intent to the client via the Internet bank (except where stipulated otherwise by the terms and conditions of service or legislation).

## 2. Technical requirements

2.1. For the use of services via the Internet, the means of communication and connections of the user shall comply with the main rules set by the bank for the secure use of the Internet bank, including the mobile application, which are available for review by the client and the user at the bank's website at [www.cooppank.ee](http://www.cooppank.ee).

2.2. The client shall be responsible for the security and functioning of the means of communication (e.g. computers) and connections thereof in the use of the Internet bank (including by the user).

2.3. At their cost and responsibility, the client and the user shall undertake to obtain a secure facility to use services via the Internet.

## 3. Identification of the user

3.1. To use the Internet bank, the user shall identify themselves using the means of identification accepted by the bank or in some other manner agreed.

3.2. Another agreement for the identification of the user may result, among other things, from the one-off authenticated consent provided by the user when downloading the mobile application to be able to view the account balance going forward and/or to effect a basic payment without the identification on each occasion of the user of a limited version of the mobile application.

3.3. The client and the user shall be obliged to inform the bank about any technical faults or disruptions preventing the use of the means of identification.

3.4. The use of the means of identification by the user for effecting transactions shall be equated to the effecting of transactions by the client or their legal representative.

3.5. The use of the means of identification to effect a transaction shall be equated by the bank to the client's signature.

## 4. Assurance of security

4.1. The bank shall turn the components of the means of

identification issued by the bank over to the user in person at a customer service area of a branch of the bank, identifying the user beforehand. The bank shall not turn over components of the means of identification to any third parties or forward components of the means of identification by post or through courier service providers.

4.2. To assure the security of the means of identification, the user shall undertake to:

4.2.1. Maintain the strict secrecy and their exclusive possession of all the components of the means of identification and make every effort in order to prevent the means of communication or any components thereof from coming into the possession of third parties;

4.2.2. Notify the bank immediately about the loss or theft of any component whatsoever of the means of identification or about it having potentially come to the knowledge of a third party and provide the bank immediately with notification to block the Internet bank;

4.2.3. Comply with the security requirements set by the issuer of the means of identification, e.g. any obligations agreed with the relevant certification service provider (including any statutory obligations) in the event of the use of an ID card or Mobile ID certificate.

4.3. The user shall be able to provide notification to block the Internet bank at customer service areas of the branches of the bank during their opening hours and on the telephone numbers indicated on the bank's website and on the homepage of the Internet bank round the clock.

4.4. Upon receiving notification to block, the bank shall block the user's access to the Internet bank until the replacement of the security elements or until the client or user has provided the bank with an order, in a format and with content acceptable to the bank, to unblock the Internet bank.

4.5. The bank shall block the use of the Internet bank at its own initiative if:

4.5.1. The client and/or user has breached their obligation towards the bank under the agreement;

4.5.2. Based on facts that have come to its knowledge, the bank has come to suspect that the means of identification is being used without the user's consent or fraudulently;

4.5.3. There occur any of the grounds for blocking specified in the general terms and conditions of the bank or the standard terms and conditions of the settlement agreement;

4.5.4. Out of other considerations to assure the security of the client.

4.6. If possible, the bank shall notify the client in the manner agreed in the settlement agreement about the blocking of the Internet bank and the reasons for it immediately after the Internet bank has been blocked. The above notification does not have to be provided by the bank if the transmission of information conflicts with objectively justified security considerations or is

forbidden on other grounds set out by law.

4.7. The bank shall unblock the Internet bank once the reasons for blocking have ceased.

4.8. The bank shall not be liable for any loss or damage caused for the client or a third party (including the user) as a result of the Internet bank being blocked by the bank according to these terms and conditions.

4.9. Where a component of the means of identification has been entered incorrectly on at least three consecutive occasions, the bank shall increase the waiting time from the previous incorrect entry of the means of identification to the entry of a new component of the means of identification.

## 5. Use of the internet bank

5.1. Via the Internet bank, the user can effect transactions on behalf of the client provided by the bank or third parties via the Internet bank, view information, advertising or offers related to the transactions, and effect other operations, taking into account the scope of the user's authorisation and the Internet bank limits assigned to them and the technical facilities of the Internet bank.

5.2. The user shall be forbidden to misuse the Internet bank (including for illegal pursuits or in a way that may cause loss or damage for the bank or a third party).

5.3. The client shall be entitled to effect transactions to the extent of the limit set in the agreement. The limit for a user that is not the client cannot be greater than the scope of the powers conferred on them. The user shall be obliged to adhere to the limits and scope of the powers assigned to them.

5.4. When concluding the agreement, the client and the bank shall agree separate daily and monthly limits for every means of identification in use, which, in total, shall not exceed the daily or monthly limits set for payment transactions. The client shall be entitled to modify the limits of the means of identification within the maximum limits set by the bank.

5.5. To assure the security of the client, the bank shall be entitled to set maximum limits for various means of identification.

5.6. In effecting transactions, the user shall undertake to monitor and comply with all the instructions and warnings provided for them by the server of the Internet bank.

5.7. The declaration of intent provided by the user to the bank via the Internet bank shall be considered to have been provided by and on behalf of the client if the user has identified themselves on entering the Internet bank according to the agreed means of identification and expressed the declaration of intent for the given transaction according to the instructions provided in the Internet bank which may include, among other things, pressing an icon that expresses the declaration of intent.

5.8. The bank shall assume that any declarations of intent provided via the Internet bank have been provided and/or

approved by the user for whom the relevant means of identification have been issued.

5.9. To prove the actions of the user, the bank shall record all the communications sessions for the use of the Internet bank and, if needed, utilise the recordings to safeguard its rights.

5.10. The bank shall be entitled to not execute an order provided by the user on behalf of the client on the grounds set out in the general terms and conditions of the bank, the standard terms and conditions of the settlement agreement or legislation.

5.11. For security purposes, the bank shall be entitled to verify certain transactions before they are effected. The bank shall conduct the above checks over the telephone by ringing the telephone number of the client or user disclosed to the bank. The bank shall be entitled to assume that the person answering the telephone is entitled to approve or cancel transactions. If the above person does not approve a transaction during verification or if the bank is unable to obtain approval from the client and/or the user, the bank shall be entitled to not effect the transaction in the interest of security.

5.12. Via the Internet bank, the client may be provided with services also by third parties (including subsidiaries of the bank or parties in the Coop Group). The bank shall not be liable for services provided by third parties.

5.13. The client and the user shall be entitled to receive information about transactions in the Internet bank (e.g. on an account statement) and/or at customer service areas of the branches of the bank.

## 6. Service fees

6.1. The client shall undertake to pay the bank a service fee according to the price list for the means of identification issued by the bank and, if necessary, for a consultation for its set-up.

6.2. For the execution of payment orders provided via the Internet bank, the client shall pay according to the terms and conditions of the settlement agreement and the price list of the bank.

6.3. Service fees specified on the price list for the use of Internet bank services shall be paid to the bank during the entire term of the agreement, including any period during which the Internet bank has been blocked.

6.4. The bank shall be entitled to debit any service fees payable by the client according to the procedure stipulated in the settlement agreement and the general terms and conditions of the bank.

## 7. Liability

7.1. The parties shall be responsible for the performance of their obligations according to the provisions in the general terms and conditions of the bank, the standard terms and conditions of the settlement agreement and this agreement. In any matters not regulated by the terms

and conditions, the parties shall be guided by Estonian law.

7.2. The client shall be responsible for any misuse of the Internet bank, including for any loss or damage resulting from the theft or loss of the means of identification until the provision of the notification to block, specified in clause 4.3, to the bank to the extent of own contribution of 50 euros.

7.3. The extent of the client's liability shall be greater than the limit of own contribution if the loss or damage has arisen due to the premeditated action, fraud and/or gross negligence of the client and/or user.

7.4. The bank shall be responsible for the performance of its obligations under the agreement according to these terms and conditions of the bank and legislation.

7.5. The client shall be entitled to dispute transactions effected or claim potential indemnification according to the procedure and within the time limits stipulated in the standard terms and conditions of the settlement agreement.

7.6. By using an account balance query in a simplified manner with the mobile application or by making a basic payment, the client shall assume full responsibility for preserving the secure storage of the electronic device and for safeguarding it with a security code.

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

8.1. The agreement shall take effect on being concluded and remain in effect indefinitely.

8.2. 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.

8.3. If the client has not cancelled the agreement within the time limit specified in clause 8.2., they shall be deemed to have accepted the amendments. If the client does not accept the amendments, they shall be entitled to cancel the agreement before the amendments take effect for no fee immediately.

8.4. The client shall be entitled to cancel the agreement unilaterally by presenting the bank with a relevant request.

8.5. The bank shall be entitled to cancel the agreement unilaterally at any time by notifying the client thereof at least 2 (two) months in advance.

8.6. 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.

8.7. The bank shall be entitled to modify the limits of the

user's means of identification unilaterally without advance notification if this is necessary in order to ensure the security of the client's transactions.

8.8. If the user is not the client themselves, the agreement shall be considered to have expired automatically with respect to the user also on expiry of the authorisation provided for the user by the client or if the authorisation is withdrawn provided that the bank has been notified of this.

8.9. 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.

8.10. The bank shall be entitled to debit the account for the amounts of any transactions effected before the expiry of the agreement, any service fees or other debts under the agreement.

## 9. Final provisions

9.1. 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 or where the entitlement or obligation to disclose is provided by the agreement or legislation. The bank shall be entitled to disclose information related to the agreement and performance thereof to third parties in instances set out in the general terms and conditions of the bank.

9.2. Any claims, grievances or complaints of the client and/or user shall be resolved according to the provisions in the settlement agreement and the general terms and conditions of the bank.