

# Standard Terms & Conditions of Internet Bank Agreement

## Definitions

The terms defined in the General Terms & Conditions of the Bank and the Terms & Conditions of the Settlement Agreement are also used in the terms and conditions in addition to the terms defined below.

**Administrator** means a user appointed by the client or the legal representative of the client who has the right to add and remove users in the internet bank and determine their rights, limits and restrictions for making transactions or receiving information from the bank.

**Internet Bank** means an electronic service channel that: encompasses the web application as well as the mobile application and that enables the user to conclude transactions on behalf of the client in accordance with the terms and conditions of the Internet Bank agreement and the terms and conditions of the service used, and to receive and transmit information.

**User** means a private client or another natural person representing the client, incl. an administrator who concludes transactions in the name of the client or receives and forwards information in the name of the client.

**Client** means a natural person or legal entity, who has entered into an Internet Bank agreement with the bank.

**Agreement** means the Internet Bank agreement made between the bank and the client and these Standard Terms & Conditions of Internet Bank Agreement that are an inseparable part thereof.

**Limit** means the maximum amount to the extent of which the User can conclude transactions during a determined period of time.

**Bank** means Coop Pank AS.

**Transaction** means transfer of the assets in the Client's account via the Internet Bank, exchange of information and documents, entry into service contracts, establishment of limits or other operations performed on behalf of the client on the basis of the instructions of the User.

**Terms & Conditions** means these Standard Terms & Conditions of Internet Bank Agreement.

**Means of Authentication** means the set of personalise security elements accepted by the Bank, which allow the User to log in the Internet Bank or through which the Bank identifies the User.

## 1. General provisions

1.1. The Agreement regulates the relations between the Bank and the Client upon the use of the Internet Bank.

1.2. The General Terms & Conditions of the Bank, the Terms & Conditions of Settlement Agreement and the other terms and conditions of the Bank specified therein are applied to all of the relations between the Bank and the Client that are not regulated by the Agreement and/or the Terms & Conditions.

1.3. If the Client themselves is not the User, the Client is obliged to introduce to the User the Terms & Conditions of the Agreement, the main rules of secure use of the Internet Bank, the General Terms & Conditions of the Bank, the price list and the other terms and conditions specified therein. The Client is liable for compliance with the above terms and conditions by the User.

1.4. The Client confirms that they are aware that the details of the operations of the Client may become known to the User upon the appointment of the User. The Bank cannot be held liable if the Client does not make sure the User is trustworthy when appointing the User. The Bank has the right to refuse to appoint the User if the User has not been identified as well as on the other grounds for refusal to enter into agreements specified in the General Terms & Conditions of the Bank.

1.5. The Bank has the right to send all further notices and expressions of intent to the Client via the Internet Bank (unless otherwise specified in the service terms and conditions or by law).

## 2. Technical requirements

2.1. In order to use services via the Internet, the User's means of communication and connections must correspond to the main rules of secure use of the Internet Bank, incl. the mobile application, established by the Bank, which the Client and the User can read on the Service Provider's website at [www.coop-pank.ee](http://www.coop-pank.ee).

2.2. The Client is liable for the security and functioning of the means of communication (e.g. a computer) and used when using the Internet Bank (incl. by the User) and their connections.

2.3. The Client and the User are obliged to acquire a secure solution for using services via the Internet at their own expense and liability.

## 3. Identification of User

3.1. In order to use the Internet Bank, the User must authenticate themselves with a Means of Authentication accepted by the Bank or in another agreed manner.

3.2. Another agreement for authentication of the User may, among others, arise from the one-off authenticated consent granted by the User when downloading the mobile application for viewing the account balance and/or for making a simple payment without authenticating the user of the limited version of the mobile application every time.

3.3. The Client and the user are obliged to inform the Bank about any errors or faults that obstruct the use of the Means of Authentication.

3.4. Use of the Means of Authentication for the conclusion of transactions by the User is considered equal to the conclusion

of transactions by the Client or their legal representative.

3.5. The Bank equalises the use of the Means of Authentication upon the conclusion of a transaction with the Client's signature.

## 4. Guaranteeing security

4.1. In order to guarantee the security of the Means of Authentication, the User must:

4.1.1. keep all of the parts of the Means of Authentication strictly secret and only in their own possession and make every effort to prevent the Means of Authentication or parts thereof falling in the possession of third parties;

4.1.2. immediately inform the Bank about the loss or theft of any part of the Means of Authentication or of the possibility that it has become known to third parties and immediately send a notice for blocking the Internet Bank to the Bank;

4.1.3. comply with the security conditions established by the issuer of the Means of Authentication, e.g. the obligations agreed with the provider of the relevant certification service provider if the ID card or Mobile ID certificate is used (incl. the obligations arising from law).

4.2. The User can submit the notice for blocking the Internet Bank at the branches of the Bank during their opening hours, on the website of the Bank and by calling the phone numbers indicated on the home page of the Internet Bank 24 hours a day.

4.3. After receiving the blocking notice, the Bank blocks the User's access to the Internet Bank until the security elements have been replaced or the User has granted the Bank an order for unblocking the Internet Bank in a format and with a content acceptable to the Bank.

4.4. The Bank blocks the use of the Internet Bank on its own initiative if:

4.4.1. the Client and/or the User has breached an obligation to the Bank that arises from the Agreement;

4.4.2. the Bank suspects on the basis of the circumstances that have become known to the Bank that the Means of Authentication are used without the User's consent or by way of fraud;

4.4.3. a basis for blocking set forth in the General Terms & Conditions of the Bank or in the Standard Terms & Conditions of Settlement Agreement exists;

4.4.4. for other considerations aimed at guaranteeing the security of the Client.

4.5. If possible, the Bank informs the Client that the Internet Bank has been blocked and the reasons why this was done in the manner agreed in the settlement agreement immediately after the Internet Bank was blocked. The Bank must not give said information if sending the information is in conflict with objectively justified security considerations or prohibited for any other reason stipulated by law.

4.6. The Bank unblocks the Internet Bank if the reasons for blocking have disappeared.

4.7. The Bank is not liable for the damage caused to the Client

or a third party (incl. the User) due to the fact that the Internet Bank was blocked by the Bank according to these terms and conditions.

## 5. Use of Internet Bank

5.1. The User can conclude the transactions offered by the Bank or third parties via the Internet Bank, view transaction information, advertisements and offers, and perform other operations via the Internet Bank considering the extent of the User's authorisations and the limits determined for them as well as the technical possibilities of the Internet Bank.

5.2. When the Agreement is entered into, the Client or the legal representative of the Client can appoint the Administrator(s), who have the right to appoint and change the Internet Bank users of the Client.

5.3. The Administrator has the right to:

5.3.1. add and remove users;

5.3.2. assign, change and terminate the rights, limits and restrictions of the User(s).

5.4. The Bank executes the Administrator's order regarding the assignment of the User(s) and the rights, limits and restrictions of the User(s) not later than on the working day following the receipt of the administrator's order.

5.5. In order to change the Administrator, the Client or the Client's legal representative submits a request to the Bank in the format accepted by the Bank.

5.6. Using the Internet Bank for purposes for which it is not intended (incl. illegal activities or in a manner that may cause damage to the Bank or a third party) is prohibited.

5.7. The User has the right to conclude transactions within the scope of the limit determined in the Agreement. The User must adhere to the limits and the scope of the authorisations assigned to them.

5.8. The Bank has the right to establish maximum limits in order to ensure the security of the Client. The Client has the right to change the limits determined in the Agreement within the scope of the maximum limits established by the Bank.

5.9. Upon the conclusion of transactions, the User must follow and comply with all of the instructions and warnings given to them by the server of the Internet Bank.

5.10. An expression of intent for a transaction sent by the User to the Bank via the Internet Bank is deemed made by the Client and on their behalf if the User authenticated themselves with the Means of Authentication when logging in the Internet Bank and expressed the intent to conclude the specific transaction according to the instructions given in the Internet Bank, which may, among others, be clicking on the icon that illustrates the intent.

5.11. The Bank presumes that all expressions of intent submitted via the Internet Bank have been sent and/or confirmed by the User to whom the relevant Means of Authentication have been issued.

5.12. In order to prove the activities of the User, the Bank records all sessions of use of the Internet Bank and uses the

recordings to protect its rights where necessary.

5.13. The Bank has the right to not execute an instruction given by the User on behalf of the Client on the grounds arising from the General Terms & Conditions of the Bank, the Standard Terms & Conditions of Settlement Agreement, the respective service agreement or law.

5.14. The Bank has the right to check certain transactions before their execution for security considerations. The Bank carries out said check on the phone by calling the contact number of the Client or the User given by the Client to the Bank. The Bank has the right to presume that the person who answered the telephone has the right to approve or cancel transactions. If said person does not confirm the transaction when called or if the Bank fails to obtain the confirmation of the Client and/or the User, the Bank has the right to not execute the transaction for security considerations.

5.15. Third parties (incl. the Bank's subsidiaries, entities belonging to the Coop Group) may also provide services to the Client via the Internet Bank. The Bank cannot be held liable for the services provided by third parties.

5.16. The Client and the User have the right to receive information about transactions in the Internet Bank (e.g. from the account statement) and/or the branches of the Bank.

## 6. Service charges

6.1. The Client pays service charges to the Bank in accordance with the price list of the Bank, incl. for the Means of Authentication issued by the Bank and, if necessary, for the consultation on its configuration.

6.2. The client pays for the execution of the payment instructions given via the Internet Bank according to the Terms & Conditions of Settlement Agreement and the price list of the Bank.

6.3. The service fees set forth in the price list for the use of Internet Bank services must be paid to the Bank during the entire term of the Agreement, incl. during the period when the Internet Bank was blocked.

6.4. The Bank has the right to debit the service charges payable by the Client pursuant to the procedure provided for in the settlement agreement and the General Terms & Conditions of the Bank.

## 7. Liability

7.1. The Parties are liable for the performance of their obligations pursuant to the General Terms & Conditions of the Bank, the Terms & Conditions of Settlement Agreement and the Agreement. The parties follow the legislation of the Republic of Estonia in matters not regulated in the Terms & Conditions.

7.2. The Client is liable for the damage arising from use of the Internet Bank for the purposes for which it was not intended, incl. from the theft or loss of the Means of Authentication, until the Client sends a notice for blocking the Internet Bank to the Bank within the scope of the limit of the deductible, which is 50 euros.

7.3. The extent of the Client's liability exceeds the limit of the

deductible if the damage was caused as a result of the Client's and/or User's intentional actions, fraud and/or gross negligence.

7.4. The Bank is liable for the performance of its obligations arising from the Agreement in accordance with these Terms & Conditions and the law.

7.5. The Client has the right to contest the concluded transactions and demand possible compensation pursuant to the procedure and by the deadlines set out in the Standard Terms & Conditions of the Settlement Agreement.

7.6. By using the simplified account balance query or simplified payment option with the mobile application, the Client assumes full liability for keeping the electronic device secure and protecting it with a security code.

## 8. Term, amendment and termination of Agreement

8.1. The Agreement enters into force from the moment it is entered into and remains in effect indefinitely.

8.2. The Bank has the right to unilaterally amend the terms and conditions of the Agreement by disclosing the amendments in full at least 2 (two) months before their entry into force at the Bank's branches, on the Bank's website or via another electronic channel.

8.3. If the Client has not cancelled the Agreement within the term specified in clause 8.2., it will be deemed that they have consented to the amendments. If the Client does not agree to the amendments, they have the right to cancel the Agreement immediately and free of charge before the amendments take effect.

8.4. The Client has the right to cancel the Agreement unilaterally at any time by submitting a relevant application to the Bank.

8.5. The Bank has the right to cancel the Agreement unilaterally at any time by notifying a private client thereof at least 2 (two) months in advance and a corporate client at least one 1 (one) month in advance.

8.6. In addition to the cases specified in these Terms & Conditions, the Bank has the right to cancel the Agreement immediately without prior notice in the cases stipulated in the settlement agreement, the General Terms & Conditions of the Bank or law.

8.7. The Bank has the right to change the limits assigned to the User unilaterally and without notice as an exception if this is necessary for guaranteeing the security of the Client's transactions.

8.8. If the Client themselves is not the User, the Agreement will be deemed automatically expired in respect of the User when the authorisation granted by the Client to the User expires or is withdrawn, provided that the Bank has been informed about this.

8.9. The expiry of the Agreement has no impact on the collection or satisfaction of the financial claims that emerged before the expiry of the Agreement.

8.10. The Bank has the right to debit the account to the extent

of the amounts and service charges of the transactions concluded before the expiry of the Agreement as well as any other arrears arising from the Agreement.

## 9. Final provisions

9.1. The parties are required to not disclose any information related to the Agreement and the performance thereof to any third parties, excluding the cases where this proves necessary or if the right or obligation to disclose the information arises from the Agreement or law. The Bank has the right to disclose the information related to the Agreement and the performance thereof to third parties in the cases stipulated in the General Terms & Conditions of the Bank.

9.2. Any claims and complaints of the Client and/or the User will be resolved pursuant to the Settlement Agreement and the General Terms & Conditions of the Bank.