

# Standard Terms and Conditions of the Fixed-Payment Credit Card Agreement for Business Clients

## 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 (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](http://www.coop.ee).

**Additional payment** means the payment of cash into the card account or the crediting of the card account by transfer of funds by the account holder, card holder or a third party.

**Card** means an electronic payment instrument owned by the bank, which is tied to the account specified in the agreement and enables the card holder to perform operations according to the procedure established by the bank. A card may be digitalised by being linked to a smart device.

**Card holder** means a natural person in whose name the bank has issued a card.

**Card account** means an account for which the bank opens a credit limit and from which operations may be performed using a card and into which additional payments may be made.

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

**Available balance** means the limit amount applicable at a specific time for performing operations with the card, taking into account the use limits, the credit limit and any additional payments and operations made.

**Account means** a current account linked to a card that is opened in the name of the account holder at the bank and specified in the agreement and to which the bank debits amounts payable under the agreement.

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

fees related to cash withdrawal, conversion or breaches 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 shall be calculated as a single amount for all the cards issued under the agreement.

**Initial annual percentage rate of charge** means the total cost incurred by the account holder under the agreement, expressed as the annual percentage rate. The initial annual percentage rate of charge 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 annual percentage rate of charge shall be 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 a fixed-payment credit card agreement concluded between the bank and the account holder, an integral part of which shall include these standard terms and conditions of the fixed-payment credit card agreement for business clients.

**Payment period** means a calendar month.

**Payment date** means the date, indicated in the agreement, on which the bank debits the account for any amounts payable under the agreement.

**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, a payment terminal or another system (including an online environment or 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.

**Contactless payment** means an operation performed by waving the card (incl. a digitalised card) over the terminal without placing the card into the terminal..

**Business client** means a self-employed individual or legal person that is a client of the bank.

## 1. General provisions

1.1. The agreement shall regulate the rights and obligations arising from the use of the card issued by the bank. The purpose of the agreement is the provision of a credit limit by the bank to the account holder to perform operations by means of the card.

1.2. The agreement shall regulate the relations between the bank, account holder and/or card holder in the use of services provided by the bank and third parties by means of the card.

1.3. The terms and conditions shall become binding on the card holder who is not the account holder as of the moment the card is issued to the card holder.

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.

## 2. Operations and limits

2.1. The card and the PIN are personal, and only the card holder shall be entitled to perform 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 (including these standard terms and conditions), the general terms and conditions of the bank and any other relevant terms and conditions of service and shall be responsible for the card holder's compliance therewith.

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 give the card and the unopened PIN with any additional instructions on the use of the card and the PIN code 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 shall be entitled to apply for a change to the card use limits and credit limit, by submitting a relevant request according to the procedure and on the conditions determined by the bank.

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 the card holder. The bank shall be entitled to set service

fees on the price list for any such services or benefits.

2.7. To assure the security of the use of the card, the bank shall be entitled to set maximum limits for the card, including 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 or refuse to issue a card without the consent of the account holder or 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 has delayed the performance of its payment obligations under the agreement in part or in full for more than 8 (eight) calendar days; and/or

2.9.3. the solvency of the account holder has decreased significantly, and in this situation the bank is unwilling to extend credit to the account holder; and/or

2.9.4. the account holder has overdue contractual payment obligations towards the bank and/or the entities in the bank's group; and/or

2.9.5. there is a significantly increased risk that the account holder is unable to meet their obligation of repaying the credit limit or 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 shall be able to make additional payments into the card account and make the card account balance positive at any time. The bank shall pay the account holder no interest on a positive balance of the card account.

2.12. The available balance shall be increased by the amount of additional payments made into the card account.

## 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), 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 by their handwritten signature on the form concerning the issuing of

the card or in another format accepted by the bank.

3.3. If the card holder does not accept the card from the bank within 3 (three) months of entering into 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 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 the branches of the bank, via the Internet Bank and at the stores of Coop Eesti that provide the relevant service (the list is available on the bank's website at [www.cooppank.ee](http://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 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 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.

## 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 envelope and the contents thereof immediately after opening it.

4.4. When entering the PIN into a terminal, the card holder shall ensure that no unauthorised person 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 code 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 at 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.

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.

4.9. 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 card if:

4.9.1. 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);

4.9.2. the card holder enters the PIN incorrectly multiple times (at least 3 times);

4.9.3. 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;

4.9.4. 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;

4.9.5. 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 therefor immediately after the card has been blocked.

4.11. 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.

4.12. 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 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 the case of a 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 required 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 pre-authorisation, 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 operation. 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 or to not return the card.

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 (including the card account) has been blocked or frozen;

5.8.2. the card has been blocked or is invalid;

5.8.3. the amount of the payment order exceeds the unused 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 obligation

6.1. By the payment date at the latest, the account holder shall be obliged to ensure in their account the availability of an amount for the operations performed with the card during the previous payment period and for service fees.

6.2. The bank shall debit the account for the amounts of operations performed during the payment period and the service fees thereof on the following first payment date. If the payment date falls on a weekend or public holiday, the bank shall debit the account on the banking day following the payment date.

6.3. Information on the operations in the previous payment period 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.

6.4. If there are insufficient funds in the account holder's account or in their other current accounts in the bank on the payment date, the bank may settle its claims also against the positive balance on (i.e., additional payments into) the card account.

6.5. If the amount needed to settle the claim is not available in the account(s) or in the card account on the payment date, the bank shall debit the shortfall amount immediately after sufficient funds have been received in the account(s).

6.6. In the event of delay in monthly payments, the bank shall calculate late interest according to the price list.

6.7. In addition to monthly payments and any late interest, the account holder shall be obliged to pay the bank any other fees not specified in the agreement yet specified on the price list (e.g. the monthly card fee or the like). The bank may charge an account holder a service fee in full if the agreement has expired in the middle of the payment period.

6.8. If the card account balance upon expiry of the agreement and closure of the card account is positive after the repayment of the credit amount and related fees, the bank shall transfer the funds in the card account into the account.

## 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.

7.4. The bank shall be liable for the performance of its obligations under the agreement according to law.

7.5. 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).

7.6. 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.

## 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 shall submit their complaint to the bank within 1 (one) month of the date on which the card payment occurred.

8.3. If the account holder or the card holder has authorised a card payment without knowing the exact amount, the bank shall not be liable for the amount payable on the card payment. In this case, the account holder shall

submit 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. Validity, amendment and termination of the agreement

9.1. The agreement shall take effect from the moment it is entered into and has been made for an unspecified term.

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 1 (one) month before the amendments take effect, at the bank's branches, on the bank's website or via another 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 immediately cancel the agreement before the amendments take effect free of charge.

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 providing notification thereof to the account holder at least 1 (one) month in advance.

9.6. The bank shall be entitled to cancel the agreement immediately without advance notification (incl. 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) consecutive days;

9.6.3. the account is closed;

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

9.6.5. the card expires 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 these standard 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 law.

9.8. In the event of the cancellation of the agreement, by the date of the expiry of the agreement at the latest, the account holder shall pay the bank for any operations performed with the card and any service fees and perform any other payment obligations under the agreement as



well as return to the bank any cards issued under the agreement.

9.9. After the expiry of the agreement, any claims received by the bank concerning operations performed using the card during the term of the agreement shall be debited by the bank against the account. The card account shall remain open for forty (40) calendar days after the expiry of the agreement for receiving any late claims.

9.10. Expiry of the agreement shall have no bearing on collection or satisfaction of financial claims that arose 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 right or obligation to disclose is provided by the agreement or law.

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 of the settlement agreement and the general terms and conditions of the bank.

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 any other documents cited therein.