

# General terms and conditions of Säästukaart Pluss agreement

## 1. Terms and definitions

1.1 In the Säästukaart Pluss use agreement, an integral part of which is these general terms and conditions of Säästukaart Pluss, the following terms have the following meaning:

**Coop Finants /Coop Finance/ (We)** means Coop Finants AS, registry code 12087992, address of the place of business Narva mnt 4, 15014 Tallinn. The contact details are available on the website of Coop Finants at [www.cooppank.ee](http://www.cooppank.ee).

**Coop Keskühistu /Coop Central Association/** means Coop Eesti Keskühistu /Coop Estonia Central Association/, registry code 10093971, address of the place of business Laaneaia, Soodevahe Village, Rae Rural Municipality, Harju County, 75322.

**Coop Eesti /Coop Estonia/** means Coop Eesti Keskühistu, Coop Kaubanduse AS (registry code 12201637) and member cooperative societies of Coop Eesti. The contact details are available on the website of Coop Keskühistu at [www.coop.ee](http://www.coop.ee).

Price list means the valid list of prices of services of Coop Finants published on the website and in the self-service environment.

**Self-service environment** means the website environment that makes it possible to submit various applications to Coop Finants, activate a Säästukaart Pluss as well as obtain information about the terms and conditions of use of Säästukaart Pluss, exchange notices with Coop Finants and use other services provided by Coop Finants through this environment.

**Card user** means the natural person to whom Coop Finants has issued a Säästukaart Pluss.

**User limits** means the limits within which the card user has the right to perform operations during the agreed period of time.

**Customer data processing principles** means the document that regulates the main principles and terms and conditions for processing customer data in the companies of Coop Pank AS (registry code: 10237832, address of the place of business: Narva mnt 4, 15014 Tallinn) group. The customer data processing principles are available on the website of Coop Finants at [www.cooppank.ee](http://www.cooppank.ee).

**Customer service assistant** means a person working in a point of sale where operations can be performed with a Säästukaart Pluss.

**Account holder (customer, You)** means the natural

person to whom Coop Finants has opened a Säästukaart Pluss account.

**Total cost of credit** means the total annual amount of the fees concerning the repayment of the purchase limit by the account holder and other fees arising from the agreement (except for the fees related to the withdrawal of cash and breach of the agreement). The total cost of credit is calculated as a common amount for all the Säästukaart Plusses issued on the basis of the agreement.

**Initial annual percentage rate** – the total cost for the account holder as arising from the agreement and indicated as an annual percentage rate. The initial annual percentage rate is calculated as a common amount for all the Säästukaart Plusses issued on the basis of the agreement.

**Agreement** means the Säästukaart Pluss use agreement entered into between Coop Finants, the account holder and Coop Keskühistu, an integral part of which is the general terms and conditions and the price list.

**Payment date** means the monthly due date when the account holder must make a repayment and pay other amounts payable on the basis of the agreement.

**Point of sale** means the service or sales unit of Coop Eesti. The list of the points of sale has been published on the website at [www.coop.ee](http://www.coop.ee).

**Purchase limit** means the maximum amount of money (credit limit) within which Coop Finants grants the account holder a credit for the performance of operations. The purchase limit is determined as a common amount for all the Säästukaart Plusses tied to the Säästukaart Pluss account.

**Bank account** means the account holder's current account in an Estonian credit institution or an Estonian branch of a foreign credit institution from which the account holder makes monthly repayments to Coop Finants.

**PIN** means the personal and secret identification number given to the card user by Coop Finants, by means of which the card user is identified.

**Säästukaart Pluss** means the electronic payment instrument (fixed payment credit card) owned by Coop Finants, by means of which the card user can perform operations pursuant to the procedure determined by Coop Finants. A Säästukaart Pluss is issued by Coop Finants in cooperation with Coop Keskühistu and it can also be used as a loyalty card in a point of sale of Coop Eesti.

**Säästukaart Pluss account** means a special purpose limit account opened by Coop Finants to the account holder to which one or several Säästukaart Plusses may be tied and through which all operations are performed.

**Repayment** means the amount specified by the agreement, which the account holder is required to pay Coop Finants on the payment date and which includes the purchase limit used, interest and other amounts payable

on the basis of the agreement.

**Terminal** means a payment terminal or another system (including an online environment and teller system) in compliance with the requirements of Coop Finants through which the card user can perform operations.

**Operation** means the use of the funds in the Säästukaart Pluss account with a Säästukaart Pluss through a terminal in a point of sale in order to withdraw cash, pay for goods or services or obtain information or another operation related to the Säästukaart Pluss.

**Website** means the website of Coop Keskühistu [www.coop.ee](http://www.coop.ee) and website of Coop Finants [www.coopbank.ee](http://www.coopbank.ee).

**Statement means** a report on operations in the Säästukaart Pluss account.

**General terms and conditions** mean these general terms and conditions of Säästukaart Pluss agreement.

## 2. General provisions

2.1 The agreement is subject to the general terms and conditions and the price list that are available on the website, in the self-service environment and in the points of sale that offer corresponding service. In the case of any contradictions, the terms and conditions of the agreement will take precedence unless otherwise provided by the general terms and conditions.

2.2 The agreement governs the rights and obligations between Coop Finants, Coop Keskühistu, the account holder and/or card user upon using the services provided by Coop Finants, Coop Keskühistu and third parties by means of a Säästukaart Pluss issued by Coop Finants.

2.3 In addition to the agreement, Coop Finants, Coop Keskühistu, the account holder and/or card user is/are also guided by the terms and conditions of the bonus programme established by Coop Keskühistu (hereinafter the terms and conditions of the bonus programme). The terms and conditions of the bonus programme are available on the website. In the case of any contradictions, the general terms and conditions will take precedence.

2.4 The agreement, general terms and conditions, price list and terms and conditions of the bonus programme become binding on the card user from the moment a Säästukaart Pluss is issued to the card user.

2.5 Coop Finants sends any agreement-related notices to the account holder unless otherwise provided by the general terms and conditions. The account holder is required to immediately send any instructions concerning the use of a Säästukaart Pluss to the card user(s).

## 3. Entry into agreement, issue and activation of Säästukaart Pluss

3.1 To enter into the agreement, the account holder sends Coop Finants an application, after having examined in detail, prior to the submission of the application, the

pre-contractual information provided by Coop Finants as well as the agreement, general terms and conditions, Standard European Consumer Credit Information Sheet, customer data processing principles, price list and terms and conditions of the bonus programme.

3.2 The account holder may apply to Coop Finants for issue of a Säästukaart Pluss tied to a Säästukaart Pluss account to a person specified by the account holder. All users of the Säästukaart Pluss use the same purchase limit. The account holder agrees to ensure that users of the Säästukaart Pluss fulfil the terms and conditions regulating the use of the Säästukaart Pluss and safekeeping of the Säästukaart Pluss and PIN.

3.3 The account holder notifies Coop Finants immediately of any changes in the details, including the address of residence or other personal data, set out by the account holder in the application. If the name of the card user changes, Coop Finants will issue a new Säästukaart Pluss after an application has been submitted to Coop Finants for replacing the Säästukaart Pluss and the previous Säästukaart Pluss bearing the former name has been returned.

3.4 Coop Finants sends a Säästukaart Pluss to the account holder to the address specified in the application or issues a Säästukaart Pluss to the account holder in the point of sale that offers corresponding service. Coop Finants sends the PIN to the account holder in the form of a text message to the mobile telephone number specified in the application. Coop Finants recommends that the PIN be immediately changed in the self-service environment.

3.5 If the account holder and card user are different persons, the account holder is required to deliver a Säästukaart Pluss and the unopened PIN with the additional instructions on the use of the Säästukaart Pluss and the PIN to the card user.

3.6 The card user can start using a Säästukaart Pluss immediately after they have received, activated and signed the Säästukaart Pluss. A Säästukaart Pluss can be activated in the self-service environment or over mobile telephone or in the point of sale that offers corresponding service.

3.7 Upon entry into the agreement, Coop Finants opens a purchase limit for the Säästukaart Pluss account.

## 4. Use of Säästukaart Pluss and purchase limit

4.1 A Säästukaart Pluss can only be used in points of sale.

4.2 A Säästukaart Pluss and the PIN are personal and may only be used by the card user indicated on the Säästukaart Pluss. If the account holder and card user are different persons, the account holder is required to send the agreement (including the general terms and conditions, price list and terms and conditions of the bonus programme) and other relevant terms and conditions of service to the card user for examination and is responsible for the performance thereof by the card user.

4.3 To perform an operation with a Säästukaart Pluss, the card user must authorise the operation with the PIN or their signature or by granting their consent to the performance of the operation in any other manner accepted by Coop Finants. If the operation is authorised by affixing a signature, the card user may only sign a single receipt per operation. Coop Finants recommends that receipts be retained for the purpose of checking the accuracy of the operations.

4.4 A customer service assistant refuses to perform an operation in each of the following cases:

4.4.1 the card user does not give the customer service assistant, regardless of a corresponding request, their identity document with a photograph or does not allow the customer service assistant to write on the receipt the data of the document presented by the card user; or

4.4.2 the name in the identity document presented by the card user differs from the name on the Säästukaart Pluss; or

4.4.3 the signature affixed by the card user does not resemble the signature on the Säästukaart Pluss; or

4.4.4 the card user has repeatedly entered an incorrect PIN in the terminal; or

4.4.5 the customer service assistant has a reasonable doubt that the person who presented the Säästukaart Pluss is not the card user. In such a case, the customer service assistant has the right to confiscate the Säästukaart Pluss presented to them.

4.5 When performing operations, the card user may not exceed the user limits specified in the agreement. When performing operations, the card user may not exceed the purchase limit effective at the moment of performing the operation, except if the operations are performed on the account of the positive balance of the Säästukaart Pluss account. Cash can be withdrawn with a Säästukaart Pluss both on the account of the positive balance of the Säästukaart Pluss account and on the account of the purchase limit.

4.6 The account holder has the right to apply for a change of the user limits or purchase limit of the Säästukaart Pluss, amount of repayment and payment date, submitting a corresponding application in the self-service environment. If the account holder changes the user limits and/or purchase limit of a Säästukaart Pluss, the user limits and/or purchase limit of the Säästukaart Pluss is/are also deemed changed in respect of the card user. The changed amount of repayment takes effect as of the month following the change.

4.7 Voluntary contributions can be made to the Säästukaart Pluss account at any time, including the balance of the Säästukaart Pluss account can be turned positive. The purchase limit used reduces by the contributions made to the Säästukaart Pluss account. Contributions to the Säästukaart Pluss account can be made by bank transfer via the following current accounts of Coop Finants: EE712200221053340334 (AS Swedbank) or EE191010220201089221 (AS SEB Pank) or

EE584204278605960726 (Coop Pank AS), indicating the personal reference number given by Coop Finants on the payment order. Upon failure to indicate the reference number, it is deemed that no contribution has been made to the Säästukaart Pluss account. Contributions can only be made in euros.

4.8 The account holder can receive a statement about the operations performed in the account holder's Säästukaart Pluss account, expenses related to the operations, the purchase limit used, the repayments made and the fees set out in the price list from the self-service environment or by post. At the request, Coop Finants sends the statement by post once a year without charge, in any other cases the service fee set out in the price list is to be paid.

4.9 Coop Finants has the right to offer the card user additional services and benefits related to the Säästukaart Pluss as well as to terminate the provision of such additional services and benefits without the prior consent of the account holder and card user. Coop Finants has the right to establish service fees in the price list on all of such additional services and benefits.

4.10 To ensure secure use of the Säästukaart Pluss, Coop Finants has the right to establish maximum limits on the Säästukaart Pluss and unilaterally reduce the user limits and/or purchase limit specified by the account holder in the agreement.

4.11 Coop Finants has the right to refuse to make the purchase limit available, reduce the purchase limit and/or refuse to issue a Säästukaart Pluss if:

4.11.1 the account holder and/or card user have/has repeatedly breached fundamental conditions of the agreement; and/or

4.11.2 the account holder has delayed performance of the payment obligations arising from the agreement in part or in full for more than 30 calendar days; and/or

4.11.3 the account holder's solvency has significantly reduced, and Coop Finants does not agree to grant the account holder a credit; and/or

4.11.4 the account holder has overdue payment obligations arising from contracts or agreements to Coop Finants and/or another company of Coop Pank AS (registry code: 10237832, address of the place of business: Narva mnt 4, 15014 Tallinn) group; and/or

4.11.5 the risk of the account holder being incapable of performing their obligation to repay the purchase limit has significantly increased; or there exist other impediments arising from the agreement or law.

4.12 Coop Finants informs the account holder of exercising the right specified in clause 4.11 immediately.

## 5. Interest and other fees

5.1 The account holder pays Coop Finants interest on the part of the purchase limit that has been used.

5.2 The interest is charged as of the 11th day of the

calendar month following the calendar month of using the purchase limit until repayment of the corresponding amount unless otherwise provided by the agreement or price list.

5.3 The interest is charged on the basis of the actual number of days in a month and a 360-day year.

5.4 The applicable interest rate is established in the price list. Information about the effective interest rate is available on the website, in the self-service environment and in the points of sale that offer corresponding service.

5.5 The interest is payable on a monthly basis on the payment date of the month following the month that serves as a basis for charging the interest and it is included in the repayment payable on the corresponding payment date.

5.6 The service fee related to the Säästukaart Pluss, including the service fee for the additional services used, is paid by the account holder in accordance with the price list. The service fees are payable on the first following payment date, being included in the repayment payable on the corresponding payment date.

## 6. Repayments

6.1 Coop Finants issues to the account holder an e-invoice about each repayment, which is based on the amount payable pursuant to the agreement. The account holder agrees to send information about their bank account (i.e. the bank account number and the name of the credit institution or a branch of the credit institution) to Coop Finants and order an e-invoice. The account holder is aware that if the bank account is not tied to an Internet bank or if the account holder has no e-mail address, Coop Finants cannot send an e-invoice to the account holder and in such a case the account holder agrees to make monthly repayments on the basis of a statement taken from the self-service environment.

6.2 Upon receipt of a payment as a cover for an obligation under the agreement, the obligations of the account holder are deemed performed in the following order: (1) compensation for the expenses and loss or damage incurred for the collection of the debt; (2) fee for using additional services; (3) refund of the purchase limit used; (4) default interest, (5) interest, (6) contractual penalty, (7) other obligations.

6.3 If, in addition to the agreement, other contracts or agreements have also been entered into between Coop Finants and the account holder, the obligation that is deemed to be performed by the account holder in the first place is the one that has fallen due and/or is secured the least.

6.4 If no repayment is received on the payment date, Coop Finants has the right to request that the account holder compensate for the collection costs in the amount provided by the price list and the right to start to charge default interest on overdue amounts. Default interest is charged on the basis of the interest rate set out in the agreement, but no less than to the extent of the rate of

default interest provided by law. Default interest is not charged on the overdue amounts on which it is not permitted to charge default interest pursuant to law.

6.5 Failure to make repayments may also result in additional debt collection costs (fees of the person providing collection services and/or court expenses and/or fees of the bailiff) to be incurred by the account holder.

## 7. Other obligations related to the use of Säästukaart Pluss

7.1 The card user agrees to:

7.1.1 use the Säästukaart Pluss pursuant to the terms and conditions of issue and use thereof; and

7.1.2 examine the instructions concerning the use and safekeeping of the Säästukaart Pluss as published on the website; and

7.1.3 ensure the preservation of the Säästukaart Pluss and keep it protected, carefully and in a safe place; and

7.1.4 preclude any third party access to the Säästukaart Pluss and PIN; and

7.1.5 memorise the PIN, keep it strictly confidential and not reveal it to anyone, not record it in a form that can be identified by third parties, including on the Säästukaart Pluss or another object; and

7.1.6 notify Coop Finants immediately by telephone, calling (+372)6690966, about the loss, destruction, theft or end of possession of the Säästukaart Pluss or PIN as well as of any possible disclosure of the PIN to third parties and of unauthorised or incorrect use of the Säästukaart Pluss; and

7.1.7 perform other obligations arising from the agreement and law.

## 8. Blocking and closing Säästukaart Pluss

8.1 Coop Finants has the right to block the use of a Säästukaart Pluss in each of the following cases:

8.1.1 for reasons related to security of the Säästukaart Pluss; or

8.1.2 Coop Finants suspects that the Säästukaart Pluss is used without the consent of the card user or fraudulently or there is such a risk; or

8.1.3 Coop Finants has received from the account holder or card user the notice specified in clause 7.1.6 of the general terms and conditions; or

8.1.4 if the card user has repeatedly entered an incorrect PIN.

8.2 Coop Finants has the right to close a Säästukaart Pluss in each of the following cases:

8.2.1 the account holder fails to perform a payment

obligation arising from the agreement or due on another basis;

8.2.2 Coop Finants becomes aware of the fact that the account holder has provided Coop Finants with false information; or

8.2.3 Coop Finants becomes aware of a fact that provides a sufficient basis for thinking that the account holder will not or will not be able to perform their existing or future obligation to Coop Finants; or

8.2.4 the account holder or card user has submitted an application for closing the Säästukaart Pluss to Coop Finants; or

8.2.5 the agreement has expired.

8.3 If possible, Coop Finants notifies the account holder of blocking or closing the Säästukaart Pluss and of the reasons therefor prior to blocking or closing the Säästukaart Pluss, but no later than immediately after blocking or closing, except if the communication of the notice is contrary to the objectively justified security considerations or not permitted for another reason provided by law.

8.4 Coop Finants unblocks the Säästukaart Pluss or issues a new Säästukaart Pluss once the reasons for blocking have ceased to exist. Coop Finants sends a new PIN at the same time with unblocking or issuing a new Säästukaart Pluss in accordance with clause 3 of the general terms and conditions.

8.5 The account holder and/or card user have/has the right to request, at any time, that Coop Finants block the use of the Säästukaart Pluss and/or close it.

8.6 A Säästukaart Pluss that has been blocked, is closed or invalid may not be used.

8.7 The card user must, at the request of Coop Finants, immediately provide information on the circumstances of losing possession of a Säästukaart Pluss or its PIN becoming known to a third party.

8.8 Coop Finants is not liable for the possible loss or damage that the account holder and/or card user may incur due to blocking or closing the Säästukaart Pluss, except if otherwise provided by law.

## 9. Initial annual percentage rate and total cost of credit

9.1 The initial annual percentage rate and total cost of credit are calculated based on the following data set out in the agreement:

9.1.1 purchase limit;

9.1.2 interest rate;

9.1.3 the fee for issue or extension of validity of the Säästukaart Pluss;

9.1.4 maintenance fee of the Säästukaart Pluss;

9.1.5 payment date.

9.2 The initial annual percentage rate and total cost of credit are calculated as of the moment of entry into the agreement provided that the purchase limit is taken into use as soon as possible in full and that the purchase limit is refunded within one year in the form of twelve equal monthly instalments. The initial annual percentage rate and total cost of credit are calculated without taking into account the fees related to the withdrawal of cash or breach of the agreement or other expenses not known upon entry into the agreement.

## 10. Disputing operations

10.1 The account holder and card user are required to regularly check the correctness of the performed operations in the self-service environment and on the statement. The operations performed by the card user are visible in the self-service environment no later than on the next day after performing the operation.

10.2 Any claims related to unauthorised and/or incorrectly performed operations must be submitted to Coop Finants immediately, but no later than within 13 months of performing the transaction.

10.3 To submit a claim, it is necessary to send as precise description of the disputed operation (including the date of performing the operation, the content of the disputed operation, the reason and basis for disputing the operation) as possible in the self-service environment or to the customer support of Coop Finants by e-mail or by post.

10.4 The submission of a claim does not release the account holder from the obligation to make a repayment on the payment date if the claim has not been satisfied by that time.

## 11. Validity of Säästukaart Pluss and issue of new Säästukaart Pluss

11.1 A Säästukaart Pluss is valid until the last day (included) of the calendar month indicated on the card or until the Säästukaart Pluss is closed.

11.2 Upon expiry of a Säästukaart Pluss, Coop Finants will issue a new Säästukaart Pluss provided that the account holder and card user have properly performed the agreement, the general terms and conditions and the terms and conditions of other contracts or agreements entered into with Coop Finants.

## 12. Liability

12.1 The account holder and card user are liable to Coop Finants for the performance of all of their obligations arising from the agreement. If an act or omission of the card user has resulted in loss or damage, the account holder is also solidarily liable for such loss or damage.

12.2 The card user may not use a Säästukaart Pluss for any unlawful activities or in another manner that may cause loss or damage to Coop Finants or a third party.

12.3 The account holder and card user bear the risk of loss, theft or end of possession of the Säästukaart Pluss and/or the PIN in another manner until Coop Finants has been notified of the corresponding event properly. The limit of the account holder's liability is 50 euros per Säästukaart Pluss.

12.4 The limit of liability does not apply if the account holder and/or card user breached the agreement intentionally or due to gross negligence or in the case of a fraud by the account holder and/or card user.

12.5 Coop Finants is not held liable for the quality of the goods and services paid for with the card, for refusal to accept the card for performing an operation or for any loss or damage that has arisen from blocking the card on the basis of an incorrect notice of blocking or from any other circumstances beyond the control of Coop Finants (e.g. data communication failure, absence of cash in a point of sale).

12.6 Upon breach of an obligation, other than delay in payment, arising from the agreement, the account holder is required to pay Coop Finants a contractual penalty in accordance with the price list. The contractual penalty is payable on the first following payment date, being included in the repayment payable on the corresponding payment date.

12.7 Coop Keskühistu assumes sole liability, in accordance with the provisions of the terms and conditions of the bonus programme, to the account holder or card user for all the account holder's and/or card user's rights (including for enabling the exercise thereof) arising from the bonus programme and for the performance of the obligations of Coop Keskühistu. Coop Finants is under no circumstances held liable for Coop Keskühistu if Coop Keskühistu fails to perform the obligations arising from the terms and conditions of the bonus programme or if the account holder or card user is removed from the bonus programme or if it is not possible to use the Säästukaart Pluss as a loyalty card of Coop Keskühistu or if the terms and conditions of the bonus programme do not apply to the Säästukaart Pluss.

12.8 Coop Finants assumes sole liability to the account holder or card user for all the account holder's and/or card user's rights (including for enabling the exercise thereof) arising from the agreement, the general terms and conditions, including any other documents referred to therein, and the use of the Säästukaart Pluss (except for that related to the bonus programme) and for the performance of the obligations of Coop Finants. Coop Keskühistu is under no circumstances held liable for Coop Finants if Coop Finants fails to perform the obligations arising from the above documents or if the account holder or card user is unable to use the Säästukaart Pluss (except for the rights arising from the bonus programme) or if Coop Finants refuses to issue a new Säästukaart Pluss, etc.

## 13. Term and cancellation of and withdrawal from agreement

13.1 The agreement takes effect from the moment of entry into thereof and remains in effect without a term.

13.2 The account holder has the right to unilaterally cancel the agreement at any time, notifying Coop Finants thereof at least 1 month in advance.

13.3 Coop Finants has the right to unilaterally cancel the agreement at any time, notifying the account holder thereof at least 2 months in advance.

13.4 Coop Finants has the right to cancel the agreement without prior notice (including to close the Säästukaart Pluss) in the following cases:

13.4.1 the account holder has provided false data when applying for the purchase limit or has failed to provide the data, which are known to the account holder and have an impact on the performance of the agreement;

13.4.2 in the case of the purchase limit repayable by instalments, the account holder is in partial or full delay with at least three consecutive repayments and has not paid the outstanding amounts within an additional 2-week term;

13.4.3 in the case of the purchase limit repayable by one repayment, the account holder has had arrears to Coop Finants for at least 3 months in a row;

13.4.4 the Säästukaart Pluss has been blocked for at least 30 days in a row;

13.4.5 the account holder and/or card user fail(s) to accept the Säästukaart Pluss (including fail(s) to activate the Säästukaart Pluss) within 3 months of entry into the agreement;

13.4.6 the Säästukaart Pluss expires and the account holder and/or card user fail(s) to accept a new Säästukaart Pluss (including fail(s) to activate the Säästukaart Pluss) within 3 months of expiry of the Säästukaart Pluss;

13.4.7 the account holder is removed from the bonus programme at the account holder's request or at the initiative of Coop Keskühistu.

13.5 The account holder has the right to withdraw from the agreement within 14 calendar days of entry into the agreement. An application for withdrawal must be submitted to Coop Finants by e-mail or by post. If the account holder exercises their right to withdraw from the agreement, they are required to immediately, but no later than within 30 days of submitting the application for withdrawal, repay Coop Finants the entire purchase limit used and pay the interest charged. If the account holder fails to perform the foregoing obligation, it is deemed that they have not withdrawn from the agreement.

13.6 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.

## 14. Amendment of general terms and conditions and agreement

14.1 Coop Finants has the right to unilaterally amend the terms and conditions of the agreement, the general terms and conditions and the price list, notifying the account holder thereof on a durable medium (e.g. in the self-service environment, via the website, by e-mail) at least 2 months in advance unless otherwise provided by the general terms and conditions.

14.2 Coop Finants notifies the account holder of amendment of the interest rate on a durable medium (e.g. in the self-service environment, via the website, by e-mail) at least 10 days in advance unless otherwise provided by the general terms and conditions. In the case of any contradictions in the terms and conditions of amendment of the interest rate, the general terms and conditions will take precedence.

14.3 Coop Finants has the right to unilaterally increase the purchase limit, notifying the account holder at least 10 days in advance. Coop Finants has the right to reduce the purchase limit for a good reason arisen from the account holder, notifying the account holder no later than on the same day when the reduced purchase limit is assigned to the account holder.

14.4 If the account holder has not cancelled the agreement within the term for advance notice specified in clause 14 of the general terms and conditions, it is deemed that the account holder has agreed to the amendments. If the account holder does not agree to the amendments, they have the right to cancel the agreement immediately and free of charge before the amendments take effect.

14.5 The terms for advance notice specified in clause 14 of the general terms and conditions do not apply if the amendment has been caused by reducing the price or interest rate, making other terms and conditions of the agreement, including the general terms and conditions as well as the terms and conditions of service, more favourable for the account holder or adding new services to the price list.

## 15. Representations and warranties of account holder

15.1 By entering into the agreement, the account holder represents and warrants that:

15.1.1 their permanent residence is in Estonia;

15.1.2 they have examined the Standard European Consumer Credit Information Sheet and the additional pre-contractual information as well as the agreement, the general terms and conditions, the customer data processing principles, the price list and the terms and conditions of the bonus programme, understand the foregoing in full and agree to them.

15.1.3 they are aware and agree that Coop Finants records all the calls made to the telephone number of the

customer support of Coop Finants and uses the recordings for the purpose of ensuring better service for the account holder and/or card user.

## 16. Other terms and conditions

16.1 Notices related to the agreement are communicated to the other party by telephone, e-mail or post or in the self-service environment, except in the cases where the agreement or law prescribes another format. If the account holder is at the same time also a customer of Coop Pank AS (Narva mnt 4, 15014 Tallinn, registry code 10237832) and has access to the Internet bank of Coop Pank AS (Narva mnt 4, 15014 Tallinn, registry code 10237832), Coop Finants has the right to communicate all notices and applications to the account holder at their discretion by e-mail or by way of publishing the same in the Internet bank of Coop Pank AS (Narva mnt 4, 15014 Tallinn, registry code 10237832) unless otherwise provided by law.

16.2 A notice communicated by telephone is deemed received on the same working day. A notice communicated by e-mail or published in the self-service environment or published by Coop Finants in the Internet bank of Coop Pank AS (Narva mnt 4, 15014 Tallinn, registry code 10237832) is deemed received on the working day following the communication or publication of the notice. A written notice sent by post is deemed received if 5 calendar days have passed from posting the notice.

16.3 If the account holder has not notified Coop Finants of a change in their contact details, Coop Finants presumes that the data in their possession are correct. All notices sent to the account holder are deemed delivered and the respective information obligation of Coop Finants is deemed performed if the notice has been communicated to the contact address (including e-mail address) or telecommunications number most recently notified to Coop Finants by the account holder.

16.4 Coop Finants and the account holder are required not to disclose any information related to the agreement and the performance thereof to any third parties, except in the cases where this proves to be necessary under the circumstances related to the Säästukaart Pluss and the operation or if the right or obligation to disclose the information arises from the agreement or law.

16.5 Coop Finants processes the personal data of the account holder and/or card user pursuant to the customer data processing principles.

16.6 Coop Finants has the right, among other things, to communicate the data submitted by the account holder and lawfully collected by Coop Finants to partners of Coop Finants (including to Coop Keskühistu) and third parties for the purpose of performing the agreement, including for the purpose of assessing the account holder's creditworthiness and perform an analysis of payment behaviour upon deciding on the amount of the purchase limit and interest rate, provide services related to the Säästukaart Pluss and process data for the purposes described above.

16.7 Coop Eesti has the right to disclose information about an operation, the Säästukaart Pluss, account holder and card user to third parties whose right to obtain information arises from the terms and conditions of the bonus programme and from law.

16.8 If the account holder fails to perform a payment obligation arising from the agreement, Coop Finants has the right to disclose the data concerning the arrears to a provider of debt collection services or to a person to whom Coop Finants wants to assign the claim arising from the agreement, and also to registrars of credit registers for the purpose of making such data available in the database(s) of debtors that can be used either publicly or by a limited number of users.

16.9 The account holder and/or card user and Coop Finants seek to resolve any disagreements between them by way of negotiations immediately when the disagreements arise. If the disagreements cannot be resolved immediately on the spot, a complaint must be submitted to Coop Finants in writing or in another manner that can be reproduced in writing (e.g. in the self-service environment, by e-mail or by post). The complaint must set out the circumstances and documents on the basis of which the complaint is submitted. If the document that serves as a basis for the complaint is not freely accessible to Coop Finants, the document or a copy thereof must be appended to the complaint.

16.10 Coop Finants responds to the complaint submitted by the account holder and/or card user no later than within 15 calendar days of receiving the complaint. If it is not possible to respond to the complaint within the foregoing term due to its complexity or the necessity to clarify additional circumstances, Coop Finants will notify the person who submitted the complaint of the situation that has arisen as well as of the term during which a response will be provided to the complaint.

16.11 If the account holder and/or card user and Coop Finants fail to reach an agreement, the account holder and/or card user have/has the right, for the purpose of out-of-court resolution of the dispute and/or obtaining an additional independent assessment, to have recourse to a state supervisory authority (Financial Supervision Authority, Consumer Protection and Technical Regulatory Authority) or file a claim with a court. Further information about the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority can be found on the website at: [www.ttja.ee](http://www.ttja.ee).

16.12 Any claims and disputes arising from using the Säästukaart Pluss as a loyalty card (bonus programme card) of Coop Eesti are resolved between the account holder and/or card user and Coop Keskühistu.

16.13 Supervision over Coop Finants is exercised by the Consumer Protection and Technical Regulatory Authority (address: Pronksi 12, 10117 Tallinn, telephone: 372 620 1707, e-mail: [info@ttja.ee](mailto:info@ttja.ee), website: [www.ttja.ee](http://www.ttja.ee)) and the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn, telephone: 372 668 0500, e-mail: [info@fi.ee](mailto:info@fi.ee), website: [www.fi.ee](http://www.fi.ee)). Coop Finants has been entered in the list of persons holding a valid activity licence for the

provision of payment services as issued by the Financial Supervision Authority.

16.14 The agreement is governed by the law of the Republic of Estonia. Coop Finants has the right to file an action for resolving a dispute arising from the agreement with the Harju County Court or a court of the current residence of the account holder or of the location of their property if the account holder settles in a foreign state after entry into the agreement or if their residence is not known at the time of filing the action.

16.15 Communication between the parties takes place in Estonian or, if a corresponding agreement exists, in another language agreed between the parties. In the case of any discrepancies or contradictions between the texts in Estonian and in foreign languages, the text in Estonian will take precedence.

16.16 Coop Finants warns the account holder that any breach of the obligations arising from the agreement, including failure to make the contractual payments, may have serious consequences (e.g. publishing information concerning the arrears in the database of debtors, the obligation to pay default interest and debt collection expenses, cancellation of the agreement by Coop Finants, compulsory sale of property) and this may aggravate obtaining credit.