

# Standard Terms and Conditions of the Revolving Credit Card 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.

**Interest** means a fee, specified on the price list and agreed in the agreement, payable by the account holder to the bank for the use of the credit limit.

**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 means of payment owned by the bank, which is related to the account specified in the agreement and which enables the card holder to effect operations according to the procedure established by the bank.

**Card holder** means a natural person to whom the bank has issued a card. The card holder may be someone other than the account holder themselves.

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

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

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

**Account** means a settlement account which is related to a card and is in the name of the account holder at the bank and from which the bank deducts 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 related.

**Total cost of credit** means the total amount per annum of 12 months fees resulting from the repayment by the account holder of the credit limit and from the agreement (except for fees related to cash withdrawal, conversion or breaches of the agreement). The total cost of credit shall be calculated as at the conclusion of 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 comprehensive 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, reflected in 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 the conclusion of the agreement. The bank shall calculate the annual percentage rate of charge on the basis of the formula approved by the Minister of Finance of the Republic of Estonia and round the result obtained to two digits after the decimal point.

**Credit limit** means the maximum amount of funds for which the bank provides an account holder with credit to effect operations in a card account. The credit limit shall be set as a comprehensive amount for all the cards related to the card account.

**Agreement** means a revolving 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 revolving credit card agreement.

**Payment period** means the period of time from the first payment date until the following payment date.

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

**Minimum instalment** means an instalment set by the bank, which the bank calculates based on a term of five (5) years for the repayment of the credit limit.

**Instalment** means an amount monthly payable by the account holder to the bank, which consists of a repayment of the credit limit drawn down and interest.

**Bank** means Coop Pank AS.

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

**International card organisation** means MasterCard Worldwide.

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

**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 effected by waving the card at the terminal without placing the card into the terminal and entering the PIN code.

## 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 for the account holder to effect 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 from when the card is issued to the card holder.

## 2. Operations and limits

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

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

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

2.4. When effecting operations, the card holder shall not exceed the use limit specified in the agreement or the available balance applicable when an operation is being effected.

2.5. The account holder shall be entitled to apply for a change to the card use limits, credit limit, payment date and instalment (including minimum instalment), by presenting a relevant request according to the procedure and on the conditions determined by the bank. If the account holder changes the card use limits and/or the credit limit, the card use limits shall be considered to have been changed also with respect to the card holder (unless the card holder and account holder are one and the same person).

2.6. The bank shall be entitled to provide the card holder with additional services or benefits related to the card or to terminate the provision of such additional services or benefits without the prior consent of the account holder or card holder. The 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 and to unilaterally reduce the use limits and/or credit limit specified by the account holder in the agreement.

2.8. Claims for operations effected in foreign currencies using a card shall be received by the bank from international card organisations as converted into euros at the exchange rates determined by them. All conversions performed by the International card organisation shall be subject to the rate appointed by the International card organisation or the bank the organisation. If transactions effected with the card are received at the bank in a foreign currency, the bank shall convert the operation effected with the card into euros based on the transfer rate set by the bank on the date of the acceptance of the operation. The bank shall be entitled to add on top of the operation effected with the card a conversion fee according to what has been specified on its price list if the operation effected with the card has been effected in a currency other than the euro.

2.9. The bank shall be entitled to refuse to allow the credit limit to be drawn down, reduce the credit limit, refuse to issue a card and/or introduce a minimum instalment 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 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 issue credit for the account holder; and/or

2.9.4. The account holder has overdue payment obligations under agreements towards the bank and/or any parties in the group of companies of the bank; and/or

2.9.5. If there has significantly increased the risk that the account holder is unable to meet their obligation of repaying the credit limit or if there any other circumstances resulting from the general terms and conditions of the bank or from legislation.

2.10. The bank shall notify the account holder immediately about exercising the right specified in clause 2.9.

2.11. The account holder, card holder and/or third party shall be able to make additional payments into the card account, also to 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 credit limit drawn down shall be decreased and 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 code), which shall be regarded as the signature of the card holder when operations are performed. The account holder shall confirm their receipt of the card and compliance with the agreement by their handwritten signature on the form concerning the issuing of the card or in any other form accepted by the bank.

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

3.3. If the card holder does not accept the card from the bank within 3 (three) months from the conclusion of the agreement, the card shall be destroyed and the agreement shall be deemed to have expired. In this case, any expenses incurred by the bank in order to issue the card shall be debited to the account holder's account according to the bank's price list.

3.4. The bank shall be entitled to forward a card that has not been activated and the PIN code for the card to the account holder and/or card holder by post at the address that the account holder has provided the bank with. Upon receipt of the card, the account holder and/or the card holder shall be obliged to make sure that the envelope for neither the card nor the security elements of the card has been opened or damaged.

3.5. The account holder and/or card holder shall be able to activate a card at customer service areas of the branches of the bank, via the Internet bank, at points of sale of companies in the Coop Group that provide the relevant service (a list is available at the bank's website at [www.coopbank.ee](http://www.coopbank.ee)) or in any other manner accepted by the bank.

3.6. The card shall be valid until the last day of the month (inclusive) indicated on the card. The validity of the card shall expire before the time limit indicated on the card if the agreement is terminated before the prescribed time by agreement between the parties or is cancelled by either party to the agreement. In this case, the validity of the card shall cease on the date of the expiry of the agreement. The validity of the card shall expire immediately if the card becomes physically unusable.

3.7. The card holder shall be obliged to return the card, which is invalid or unusable in some other manner, to the bank immediately. The use of a damaged card is prohibited.

3.8. 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. The bank shall be entitled to refuse to issue a new or replacement card if the account holder and/or card holder

has breached an obligation under the agreement.

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

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

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

4.3. The card holder shall be obliged to remember the PIN code, maintain its strict secrecy, not divulging it to anyone else, and not record it in a form that enables it to be recognised by third parties, including on the card or any other item. The card holder shall be obliged to destroy the PIN code envelope and the contents thereof immediately after opening it.

4.4. When entering the PIN code into the terminal, the card holder shall make sure that no unauthorised person can see the PIN code entered.

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

4.6. In the event of the loss or theft of the card, also in any other instance where the possibility of the use of the card by third parties may be presumed, including when there is reason to presume that the PIN code may have become known to third parties, the card holder and/or account holder shall notify this to the bank immediately in order for the use of the card to be stopped (notification to block).

4.7. The bank shall enable the card holder and the account holder to provide notification to block in the customer service areas of the branches of the bank during their opening hours, via the Internet bank and on the telephone numbers indicated in the agreement and on the card round the clock.

4.8. Upon its receipt of notification to block the card, the bank shall implement all reasonable measures available to it in order to stop any further use of the card. The bank shall not be liable for any loss or damage that may result from the blocking of the use of the card based on incorrect notification to block.

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

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

4.9.2. The card holder enters the PIN code incorrectly multiple times (at least 3 times), in which case the bank or the

person serving the card shall be entitled to also seize the card physically;

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

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

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

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

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

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

## 5. Use of the card

5.1. The card holder may effect transactions, in Estonia, at any payment terminals (hereinafter POS) and automated teller machines (hereinafter ATM) that have subscribed to the Card Centre of Banks and, worldwide, at any POSs and ATMs bearing the MasterCard logo and at e-commerce sites by adhering to the relevant instructions.

5.2. In addition to what has been specified in clause 5.1., cash may be deposited or withdrawn using the card at the POSs of a sales entity in the Coop Group. A sales entity within the Coop Group may introduce restrictions in relation to cash deposits into or cash disbursements from the POS by means of the card at the relevant sales entity (e.g. the cash register does not have a sufficient quantity of cash to effect cash disbursements on the card). It shall be possible to effect the operations specified in this clause only at those sales entities in the Coop Group where POSs enabling the relevant operations to be effected are used.

5.3. When effecting transactions, the card holder shall be obliged to observe and follow all the instructions and warnings of the bank, including any instructions and warnings provided by a person entitled to serve the card or via a device.

5.4. The card holder shall authorise every transaction either by handwritten signature or by entering the PIN code or, in case of contactless payment, by waving the card at the terminal. At an e-commerce site, the card holder shall authorise the transaction by entering the information required by the e-commerce site, which include, for example, the card number, the expiry date of the card, the name of the card holder, the login and password of the Internet bank of the card holder's bank etc. Provision of consent by the card holder in the said manner shall be considered authorisation for the payment transaction. If authorisation is done by provision of a signature, the card holder may sign only one receipt per

transaction. The bank recommends the preservation of receipts for the verification of transactions.

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

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

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

5.8. The bank shall be entitled to not execute a payment order transmitted 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 portion of the use limit set;

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

5.8.5 On any other grounds as provided in legislation.

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

## 6. Payment obligation

6.1. For the credit limit drawn down, the account holder shall be obliged to pay the bank interest monthly. The bank shall calculate interest on the credit limit used daily. Interest shall be calculated based on the actual number of days in a calendar month and a year of the 360 days.

6.2. The account holder shall be entitled to specify the amount of an instalment, by doing this via the Internet bank or by notifying the bank thereof in writing by submitting a request at a branch of the bank.

6.3. By the payment date at the latest, the account holder shall be obliged to ensure in their account the availability of an amount that corresponds to the magnitude of the instalment. The instalment shall be paid through the account, and making an additional payment shall not be considered equivalent to the payment of the instalment. If there are not enough funds in the account for the payment of the instalment, the bank may, nevertheless, settle its claim against the positive balance on the card

account.

6.4. The bank shall debit the account holder's account for the amount of the instalment on the payment date following the payment period. If the payment date falls on a weekend or public holiday, the bank shall debit the account holder's account on the banking day following the payment date.

6.5. That portion of the paid instalment which consists of a payment subject to the repayment of the credit limit drawn down shall be credited by the bank to the card account, and the available balance shall be increased by the relevant amount.

6.6. If interest calculated on the credit limit drawn down is greater than the instalment by the payment date, the correct amount of the instalment on that payment date shall be considered to be the interest calculated on the credit limit drawn down.

6.7. If on the banking day preceding the payment date the account holder's liabilities towards the bank under the agreement (interest calculated on the credit limit drawn down and the credit limit drawn down taken together) are less than the instalment, the amount actually owed shall be considered to be the amount of the instalment on that payment date.

6.8. If the amount needed for the instalment is not available in the account holder's account, in their other settlement accounts at the bank or in the card account on the payment date, the bank shall debit the shortfall amount immediately after sufficient funds have been received.

6.9. In the event of delay in the payment of an instalment, the bank shall calculate late interest on the outstanding portion of the instalment according to the bank's price list.

6.10. In addition to monthly payments and any late interest, the account holder shall be obliged to pay the bank also any other fees not specified in the agreement yet specified on the price list (e.g. monthly card fee or the like).

6.11. If the card account balance on 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 responsible to the bank for the performance of all their obligations under the agreement. Where loss or damage has resulted from an act or omission of the card holder, the account holder, too, shall be solidarily liable for the loss or damage caused by the card holder.

7.2. The card holder shall not use the card for any unlawful activities or in a manner that may cause loss or damage for the bank or a third party.

7.3. The account holder and the card holder shall bear the

risk of the theft or loss of the card and/or PIN code until the transmission of the notification to block stipulated in clause 4.6. in the manner specified in clause 4.7. and shall be liable for any loss or damage to the maximum amount of 50.00 euros per card (limit of own contribution).

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

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

7.6. The bank shall not be liable for the quality of goods or services paid for with the card, for a refusal of acceptance for effecting an operation with the card or for any loss or damage that results from the blocking of the card based on incorrect notification to block or from any other circumstances beyond the control of the bank (e.g. data communications disruption or ATM faults, including absence of cash in an ATM).

7.7. If the card holder uses the card in contravention of the terms and conditions agreed in the agreement, the card holder and the account holder shall be obliged to pay the bank solidarily a contractual penalty according to the bank's price list.

## 8. Disputing an operation

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

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

8.3. If the account holder or card holder has authorised a card payment without knowing the specific amount, the bank shall not be responsible for the amount payable on the card transaction. In this case, the account holder shall be entitled to present the payee of the card payment directly instead of the bank with a complaint or a claim for a refund of the card payment amount.

## 9. Right of withdrawal

9.1. The account holder shall be entitled to withdraw from an agreement within 14 (fourteen) days from the conclusion of the agreement by presenting the bank with a relevant written request.

9.2. If the account holder wishes to withdraw from the agreement, they shall meet all their payment obligations towards the bank under the agreement (including the repayment of any credit lines drawn down) within thirty (30) calendar days from the submission of the withdrawal

request. If the above obligation is not met, withdrawal from the agreement shall be considered to not have occurred.

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

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

10.2. 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.

10.3. If the account holder has not cancelled the agreement within the time limit specified in clause 10.2., they shall be deemed to have accepted the amendments. If the account holder does not accept the amendments, they shall be entitled to cancel the agreement before the amendments take effect for no fee immediately.

10.4. Any change in the interest rate shall be notified by the bank to the account holder a durable medium (e.g. via the Internet bank or by e-mail) at least 10 (ten) days before the change takes effect.

10.5. 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.

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

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

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

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

10.7.3. The account is closed;

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

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

10.8. 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.

10.9. 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 effected 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.

10.10. After the expiry of the agreement, any claims received by the bank concerning operations effected 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 for the receipt of late claims.

10.11. 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.

## 11. Final provisions

11.1. The parties shall be obliged to not disclose any information related to the agreement or performance thereof to any third parties except where this proves necessary under circumstances related to the card or an operation or where the entitlement or obligation to disclose is provided by the agreement or legislation.

11.2. 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.

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

The account holder and the card holder hereby certify that they have reviewed, accept and undertake to adhere to the terms and conditions of the agreement, the terms and conditions of the settlement agreement, the general terms and conditions of the bank and any other documents cited therein.