Terms and conditions of website use

1. General information

1.1. The terms and conditions of website use (hereinafter the Terms of Use) apply to the website of financial services providers Coop Pank AS, Coop Finants AS and Coop Liising AS, which is www.cooppank.ee, and its sub-sites (hereinafter the Website).

1.2. By using the Website, the user confirms that they have read the Terms of Use and agree with them. The terms and conditions of the contract entered into with the user are applied in the event of a conflict between the terms and conditions of the contract entered into with the user and the Terms of Use.

2. Definitions

User means a natural person who uses the Website.

Client means a natural person or legal entity, who has entered into a contract with the service provider for use of a financial service provided by the service provider.

Service Provider means Coop Pank AS, registry code 10237832, Coop Finants AS, registry code 12087992, and/or Coop Liising AS, registry code 10079244.

Means of Authentication means a set of personalised security elements accepted by the Service Provider, which the Service Provider can use to identify the User and enter into contracts with the User, and the User can use to authorise expressions of will to the Service Provider.

In addition to the terms defined above, the terms defined in the terms and conditions of the contracts of the financial services provided by the Service Provider are also used in the terms and conditions.

3. Information published on website

3.1. The information published on the Website comes from sources that are considered reliable by the Service Provider. The Service Provider makes every effort to ensure that the information published on the Website is accurate, full and up to date, but cannot give any direct or indirect guarantees regarding this.

3.2. The information published on the Website may be amended without notice. All of the financial services listed on the Website are subject to the terms and conditions of the contracts that regulate their use, which may be amended according to the provisions of the respective contract.

3.3. The information published on the Website is in no case treated as a recommendation, offer or advice to purchase or sell a financial service or instrument, unless expressly otherwise stated.

3.4. The User is obliged to assess the accuracy, integrity and usefulness to the User of all the opinions and recommendations published on the Website and any other information published on or intermediated via the Website. The Service Provider also advises contacting an expert, if necessary, to receive a specific recommendation or assess the suitability of a financial service or other information.

3.5. The Service Provider cannot be held liable for the direct or indirect expenses or other damage (incl. financial loss or income not earned) arising from the use of the Website, incl. for expenses or damage resulting from the fact that the User relied on the information obtained from or via the Website, unless otherwise stipulated by law or a contract entered into with the User.

3.6. The Service Provider cannot guarantee the uninterrupted work of the Website.

3.7. The information published on the Website and the financial services made accessible via the Website are not aimed at users to whom using the Website is prohibited due to the law applicable to their citizenship or residency (e.g. in the case of the United States, Canada and Japan). The Service Provider asks the persons to whom reading the information published on the Website is prohibited as described above or who are not convinced that they have the right to read or use the information published on the Website. If the User has decided to use the Website irrespective of the above, they do it at their own initiative and at their own risk, and are responsible for compliance with the legislation applicable to them.

4. Identification of user

4.1. In order to use the self-service channel of the Website (hereinafter the Self-service Channel), the User must identify themselves with a Means of Authentication accepted by the Service Provider or in any other agreed manner.

4.2. The Client and the user are obliged to inform the Service Provider about any errors or faults that obstruct the user of the Means of Authentication.

4.3. Using the Means of Authentication to conclude transactions on behalf of the Client is considered equal to the conclusion of transactions by the Client or their legal representative.

4.4. The Service Provider equalises the use of the Means of Authentication upon the conclusion of a transaction with the Client’s signature.

5. Guaranteeing security of self-service channel

5.1. In order to use financial services via the Internet, the User’s means of communication and connections must correspond to the main rules of secure use of the Self-service Channel established by the Service Provider, which the Client and the User can read on the Service Provider’s website at www.cooppank.ee.

5.2. The User is liable for the security and functioning of the means of communication (e.g. a computer) used upon the use of the Website, incl. the Self-service Channel, and
6. **Use of self-service channel**

6.1. The User can conclude the transactions offered by the Service Provider or third parties via the Website, view transaction information, advertisements and offers, and perform other operations via the Self-service Channel considering the technical possibilities of the Self-service Channel.

6.2. Using the Self-service Channel for a purpose for which it was not intended (incl. illegal activities or in a manner that may cause damage to the Service Provider or a third party) is prohibited.

6.3. If the Client themselves is not the User, the Client is obliged to introduce to the User the Terms of Use, main rules of secure use of the Self-service Channel, the terms and conditions of the financial service and the price list of the Service Provider, and the other terms and conditions specified therein. The Client is liable for compliance with the above terms and conditions by the User.

6.4. The Client confirms that they are aware that the details of the operations of the Client may become known to the User upon the appointment of the User. The Service Provider cannot be held liable if the Client does not make sure the User is trustworthy when appointing the User.

6.5. The Service Provider has the right to send all notices and expressions of intent to the Client's inbox in the Self-service Channel, unless otherwise stipulated by the terms and conditions of the financial service or law.

6.6. Upon the conclusion of transactions, the User must follow and comply with all of the instructions and warnings given to them by the server of the Self-service Channel.

6.7. An expression of intent made by the User to the Service Provider via the Self-service Channel are deemed to have been made by the Client and on their behalf if the User has authenticated themselves in accordance with the agreed Means of Authentication and expressed the intent to conclude the specific transaction according to the instructions given in the Self-service Channel, which may, among others, be clicking on the icon that illustrates the expression of intent.

6.8. The Service Provider presumes that all expressions of intent submitted via the Self-service Channel have been sent and/or confirmed by the User to whom the relevant Means of Authentication have been issued.

6.9. In order to prove the activities of the User, the Service Provider records all sessions of use of the Self-service Channel and uses the recordings to protect its rights were necessary.

6.10. The Service Provider has the right to not execute an instruction given by the User on behalf of the Client on a basis arising from the terms and conditions of the financial service or law.

6.11. The Service Provider has the right to check the expressions of intent for security purposes before their execution. The Service Provider provides said check by telephone and calls the contact number of the Client or User given by the Client to the Service Provider. The Service Provider has the right to presume that the person who answered the telephone has the right to approve or cancel transactions. If said person does not confirm the transaction when called or if the Service Provider fails to obtain the confirmation of the Client and/or User, the Service Provider has the right to not execute the transaction for security purposes.

6.12. Third parties (incl. entities belonging to the Coop Group) may provide services or present advertisements to the Client via the Self-service Channel. The Service Provider cannot be held liable for the services provided by third parties.
7. **Publication of links on website**

7.1. Links to third party websites may be published on the Website that are not owned by the Service Provider or an entity belonging in the same group as the Service Provider. By publishing a link on the Website, the Service Provider does not give its opinion of the third party services or products, and the Service Provider is not liable for the use and accessibility of such websites or the correctness of the information they contain.

8. **Use of cookies on Website**

8.1. The Website contains cookies. A cookie is a small text file saved by the Website on the User's computer or other device (e.g. telephone) when the Website is visited.

8.2. Two types of cookies are used on the Website:

   - Session cookies – saved on the User's device temporarily only for the duration of the visit to the Website.
   - Permanent cookies – saved on the User's device for a certain period, but the User can delete them from their device.

8.3. Cookies are used to collect statistical data about users and thereby improve the functionality of the Website, incl. to guarantee a more convenient and secure user experience.

8.4. The User must permit saving session cookies in the browser on their device in order to use the Website. Session cookies are deleted after the use of the Website ends.

8.5. If the User does not want to permit saving cookies, they can change the security settings of the browser on their device. The Website cannot be used if session cookies are not allowed.

9. **Copyright**

9.1. The information published on the Website, including the design and software, are copyright protected according to law and may only be used for non-commercial purposes.

9.2. The comments, overviews, forecasts and other information published on the Website may not be reproduced, disseminated or transferred to third parties in any other manner without the prior written consent of the Service Provider. The prohibition does not apply only to saving or printing for personal use. The content may be quoted in accordance with effective copyright legislation. The source must be referred to when content is quoted.

9.3. Trademarks that belong to Coop Pank AS or a company belonging to the same group are used on the Website. The trademarks are protected pursuant to law and using them without prior written permission is prohibited.

10. **Final provisions**

10.1. The Terms of Use and the list of companies belonging to the same group as Coop Pank AS is accessible on the Website.

10.2. The Terms of Use may be amended without notice by making the new Terms of Use accessible to users on the Website.

10.3. Estonian law is applied to the Website and the Terms of Use. Any disputes that arise from the use of the Website and the Terms of Use will be resolved in the Harju County Court if no agreement is reached, unless otherwise stipulated by law.