

Conditions of the Customer Contract

Applicable from 25 May 2018

1. GENERAL PROVISIONS

- 1.1 These Conditions of the Customer Contract govern the relations between Us and You in Your capacity as Our Customer, as well as the conditions of use of a Customer Account and the Online Bank.
- 1.2 The Conditions of the Customer Contract are an integral part of the Customer Contract. In the event of discrepancies between the Conditions of the Customer Contract and the Customer Contract, the Customer Contract shall prevail. In addition to the Conditions of the Customer Contract, the Customer Contract is subject to the General Conditions applicable as of the date of signing or amendment of the Customer Contract, the Price List, and the Principles of Processing of Customer Data. In the event of discrepancies between the Conditions of the Customer Contract and the General Conditions, the Conditions of the Customer Contract shall prevail.
- 1.3 We reserve the right to unilaterally amend the Conditions of the Customer Contract on the bases and pursuant to the procedure provided in the General Conditions.
- 1.4 By signing or amending a Customer Contract, You confirm to Us that You have read through and consent to the applicable Conditions of the Customer Contract, General Conditions and Price List, and have read through Principles of Processing of Customer Data. The applicable Conditions of the Customer Contract, General Conditions, Price List, and Principles of Processing of Customer Data are available on Our Website.
- 1.5 The Customer Contract is governed by the legislation of the Republic of Estonia.

2. DEFINITIONS

User means a Customer or a natural person who uses the Online Bank on behalf of the Customer.

Operation means placing an Order, providing a Notice or Request or using a Service via the Online Bank.

Other capitalized terms are used in the meaning defined in the General Conditions.

3. SIGNING A CUSTOMER CONTRACT AND OPENING A CUSTOMER ACCOUNT

- 3.1 We sign a Customer Contract on the conditions and pursuant to the procedure provided in clause 4 of the General Conditions based on Your Request.
- 3.2 Under a Customer Contract, You will become Our Customer and We will open a Customer Account for You and attribute a User Security Element to You and the Users designated by



You, unless they already have a Security Element. Upon signing a Customer Contract, You may designate persons who have the right to represent You. We can limit the number of persons who can represent You and be designated by You as Users.

- 3.3 Settlements between You and Us are made in and via the Customer Account, unless otherwise provided in the Service Contract. You may only have one Customer Account with us.
- 3.4 By using the Security Element, a User can enter the Online Bank and conduct Operations on Your behalf.
- 3.5 Every User undertakes to maintain the security of their Security Elements, not to disclose their Security Elements to anyone and to notify Us immediately of any suspicion of any of the Security Elements having fallen into the hands of a Third Party. A User can change a Security Element in the manner prescribed by Us. We strongly recommend to change the Security Elements periodically so as to ensure the security of Operations.

4. USING THE ONLINE BANK

- 4.1 A User may enter the Online Bank and conduct Operations in the Online Bank according to the conditions provided in the Service Contract and within the limits and powers granted by You to the User. You can grant rights to a User in Our Office and, within the limits defined by Us, in the Online Bank.
- 4.2 Where a User has the right to place Orders and in other cases defined by Us we will authenticate the User in the manner and pursuant to the procedure provided in the General Conditions before we allow the User to use the Online Bank.
- 4.3 A User shall be authenticated with the help of the Security Elements. Operations are conducted in a manner defined by Us. An Operation properly conducted by a User shall be equal to an Operation conducted by You or Your legal representative. By signing a Customer Contract, You accept the fact that all properly conducted Operations will be binding on Us and will be executed, unless otherwise provided by imperative legal provisions.
- 4.4 Please forward to all Your designated Users the Conditions of the Customer Contract, General Conditions and other relevant contracts and standard conditions applicable between You and Us. It is Your responsibility to inform all Your designated Users of all the Conditions applicable to their activities and to make sure the Users properly comply with all the Conditions.
- 4.5 A User is responsible for the equipment they are using to enter the Online Bank, as well as for the security of their Internet connection.
- 4.6 A User must not use the Online Bank in a manner that damages or may damage Us or a Third Party. A User also undertakes to perform the obligations arising from the Law of Obligations Act and Customer Contract.
- 4.7 We may forward all Our notices to You via the Online Bank, including correspondence relating to Your Requests, Orders and/or Notices.

- 4.8 We may impose limitations on the use of the Online Bank.
- 4.9 We may verify certain Operations before they are executed, including by phone or other means of communication. We may record phone calls and Online Bank sessions with You and the Users designated by You and, where necessary, use the recordings as evidence concerning Operations.
- 4.10 Please inform Us immediately of any problems in using the Online Bank and of any unauthorised Operations in the Customer Account.

5. LIMITING THE USE OF THE ONLINE BANK

- 5.1 We may block the access of a User to the Online Bank in any of the following cases:
 - 5.1.1 The User has failed to correctly identify themselves in the Online Bank by their Security Elements on several subsequent occasions, or
 - 5.1.2 We have reason to suspect that the Security Elements have been misused, including used by an unauthorised user or in an unauthorised manner, or
 - 5.1.3 on the bases provided in the General Conditions for blocking the Customer Account.
- 5.2 After blocking access to the Online Bank, we shall identify the material circumstances and lift the block if the basis for blocking has been removed or if new information allows for lifting the block.
- 5.3 We shall not be liable for any damage caused to You or a Third Party (including a User) by the blocking of the Online Bank.

6. USING THE CUSTOMER ACCOUNT

- 6.1 In order to transfer money to the Customer Account, transfer the required amount to Our Current Account with the reference number assigned to Your Customer Account, which You will find in Your Customer Contract and in the Online Bank.
- 6.2 Any settlements between Us and You under the Service Contract shall be conducted on the conditions and pursuant to the procedure provided in the Service Contract. Please follow the reference numbers carefully, as the Customer Account and each Service may have different reference numbers.
- 6.3 If You wish to transfer funds from Your Customer Account to Your Current Account, please place a relevant Order with Us. The procedure for placing Orders is provided in the General Conditions.
- 6.4 Please note that You can only use the Customer Account in Your settlements with Us. We do not provide payment services.
- 6.5 We may and/or shall limit the use of Your Customer Account (including by all Users) on the bases and pursuant to the procedure provided in the General Conditions.

6.6 We shall not be liable for any damage caused to You or a Third Party (including a User) by the blocking of the Customer Account.

7. INFORMATION ON CUSTOMER ACCOUNT TRANSACTIONS

7.1 All the transactions conducted on the Customer Account are recorded in the Customer Account statement.

7.2 You can receive Customer Account statements via the Online Bank at the time chosen by You. As a rule, Your Customer Account statement will be displayed electronically in the Online Bank. Your Customer Account statement will be issued to You on paper for the fee specified in the Price List.

8. PAYMENT OBLIGATIONS

8.1 Our fee for opening, closing and using a Customer Account is specified in the Price List.

8.2 We may unilaterally change the Price List in the manner and pursuant to the procedure provided in the General Conditions.

8.3 We shall pay You and interest on a positive balance of Your Customer Account on the conditions and pursuant to the procedure provided in the General Conditions.

8.4 You shall pay Us a late interest for a negative balance of Your Customer Account on the conditions and pursuant to the procedure provided in the General Conditions. Please make sure that Your Customer Account has sufficient funds in it at all times to meet Your current obligations to Us.

8.5 We may debit Your Customer Account with all Your obligations to Us that have become due.

9. ENTRY INTO FORCE, TERM AND TERMINATION OF CUSTOMER CONTRACT

9.1 The Customer Contract enters into force from the date of signing. We consider the Customer Contract signed when You have confirmed Your wish to sign the Customer Contract in the manner and pursuant to the procedure established by Us.

9.2 The Customer Contract shall be valid for an unspecified term until it is cancelled by one of the Parties.

9.3 We may cancel the Customer Contract at any time by giving You 1 (one) month's notice. We may cancel the Customer Contract without prior notice if You are in material breach of Your obligations under the Customer Contract and also on the bases provided in the General Conditions.

9.4 You may cancel the Customer Contract at any time by giving Us 1 (one) month's notice.

9.5 Termination of the Customer Contract shall not affect the obligations that have arisen prior to termination. Upon termination of the Customer Contract, we will debit Your Customer Account with all Your payment obligations that have become due and transfer the remaining funds to Your Current Account.

9.6 Upon termination of the Customer Account, we consider any Service Contracts with You, for which the Customer Contract is a prerequisite, terminated.

10. AMENDMENT OF THE CONDITIONS OF THE CUSTOMER CONTRACT

10.1 We may amend the Conditions of the Customer Contract unilaterally. We shall provide prior notice of amendments of the Conditions of the Customer Contract as prescribed in the General Conditions.

10.2 If You do not consent to an amendment in the Conditions of the Customer Contract, You may cancel the Customer Contract pursuant to the procedure and notification deadlines provided in the General Conditions.

11. SETTLEMENT OF DIFFERENCES AND COMPLAINTS

11.1 Any differences and complaints shall be settled pursuant to the General Conditions and the procedure for settlement of complaints.

12. MISCELLANEOUS

12.1 Any issues not regulated by the Conditions of the Customer Contract shall be governed by the General Conditions.

12.2 By signing the Customer Contract You confirm that You have read the General Conditions, Conditions of the Customer Contract, Price List, and Principles of Processing of Customer Data. You also confirm that You have understood the above Conditions and You are aware of Your right to ask Us questions and make inquiries to Us concerning the Conditions.

12.3 By signing the Customer Contract You confirm Your consent to the processing of Your personal data according to the Principles of Processing of Customer Data.