

Principles of Processing Client Data

valid as of 25 May 2018

1. GENERAL PROVISIONS

- 1.1 These Principles of Processing Client Data set out the terms and conditions and procedure based on which We Process Client Data, including Client Data received prior to the Principles of Processing Client Data coming into effect.
- 1.2 The Principles of Processing Client Data shall apply if You enter into Client Relationships with Us, use the Services provided by Us, submit a Request to Us or visit Our Website.
- 1.3 We shall have the right to amend the Principles of Processing Client Data unilaterally at any time, based on applicable legislation. We shall inform You of the amendment of the Principles of Processing Client Data via the website www.inbank.ee and/or Our Telecommunications Details at least 1 (one) month prior to the entry into force of the amendment, except in the case where We amend the Principles of Processing Client Data only arising from the amendments made to legislation.
- 1.4 These Principles of Processing Client Data shall be governed by the legislation of the Republic of Estonia.

2. DEFINITIONS

Client Data	means any information about the Client and other person who has contacted Us, is known to Us (including information subject to banking secrecy, personal data of the Client and the Client's representative, contact information, data about transactions, etc.), also data collected from public databases and public channels, and information lawfully obtained from Third Persons.
Processing (Client Data)	means any operation executed with Client Data, including the collection, recording, organisation, storing, alteration, publication, grant of access to, making enquiries and statements, use, transmission, interbase cross-usage, deletion, etc. of Client Data.
Principles of Processing Client Data	means principles established by Us on how We process Clients' personal data.
Client Relationships	means legal relationships between You and Us, which arise in connection with You being Our Client.
Third Person	means any natural or legal person who is not a Party nor a person employed by Us to Process Client Data (Authorised Processor).
Order	means a command given by You to Us for the transfer of funds from Your Client Account with Us or to Your Client Account with Us.
We, Us, Our or Bank	means AS Inbank and a legal person that belongs to the consolidation group of AS Inbank, the registered office of which is in Estonia and that operates as the authorised processor of Client Data. The list of companies of the consolidation group of AS Inbank is available on the website www.inbank.ee .

Our Branch	means a place where We service Clients and persons who have addressed Us. The list of Our Branches is published on the website www.inbank.ee .
Our Telecommunications Details	means the details of Our telecommunications (i.e. address, e-mail, phone, fax, etc.). Our effective Telecommunications Details are available on the website www.inbank.ee .
Party / Parties	means Us and You jointly or severally.
Request	means Your request to Us to the conclusion, amendment, termination or cancellation of the Client Agreement and / or Service Agreement.
Service / Services	means all services provided by Us.
You, Your or Client	means any natural or legal person who uses or has used Our Services or submitted a Request to Us or visits the Website or Our Branch.
Website	means Our website at: www.inbank.ee , the websites located in its subdomains, subpages, the websites located in Our other domains and the applications created for Our operating systems.
Authorised Processor	means any person who processes Client Data on Our behalf. The list of Authorised Processors and the contact data thereof have been published on the website www.inbank.ee or in some other manner specified by Us of which We have informed You. The list of Authorised Processors is modified and/or amended within a reasonable time, but at the latest within 30 days as of the amendment of the data of the Authorised Processor.

3. GENERAL PRINCIPLES OF PROCESSING CLIENT DATA

- 3.1 We shall process Client Data under the terms and conditions of and in accordance with the procedure laid down in the legislation, including the general regulation on personal data protection, Personal Data Protection Act, Credit Institutions Act, Money Laundering and Terrorist Financing Prevention Act, Principles of Processing Client Data and agreements entered into with You.
- 3.2 We shall only collect Client Data in the extent necessary to achieve the objectives specified in the Principles of Processing Client Data (clause 5).
- 3.3 We shall maintain the confidentiality of Client Data and we shall Process Client Data only in the extent necessary to achieve the objectives specified in the Principles of Processing Client Data (clause 5).
- 3.4 We shall apply appropriate organisational, physical and information technology security measures in order to guarantee the protection of Client Data from involuntary or unauthorised processing, disclosure or loss. We shall also require the adherence to reasonable confidentiality and security measures from the persons to whom we communicate Client Data in compliance with the Principles of Processing Client Data.
- 3.5 Our employees shall be entitled to Process Client Data only to the extent necessary for the performance of their tasks. Our employees shall maintain the confidentiality of Client Data arising from legal requirements and pursuant to the agreements entered into with them.

4. CLIENT DATA TO BE PROCESSED

- 4.1 We shall process all Client Data that We have obtained about You.
- 4.2 The main categories of Client Data to be Processed shall be as follows:
- 4.2.1 **personal data**, including name, personal identification code, date of birth, place of birth, citizenship, data regarding the identification document, residence for tax purposes, language of communication, area of activity, place of work, position, work experience, education, marital status, dependants, successors;
 - 4.2.2 **contact data**, including address, phone number, fax number, e-mail address;
 - 4.2.3 **financial data**, including income, assets, liabilities, earlier payment discipline, debts, including data obtained from registers of defaulted payments, data regarding the bank account and transactions on the bank account, data of the pension register;
 - 4.2.4 **data as regards residence for tax purposes**, including country of residence, identification number of the taxable person;
 - 4.2.5 **data as regards the origin of assets**, including data about beneficial owners, data about the Client's transaction partners and business activities;
 - 4.2.6 **data as regards transactions and agreements**, including data about agreements entered into, amended or terminated, submitted Requests, data about the performance of agreements entered into with the Client, data about contract violations, transactions in the Client account, submitted Orders, notices, received and paid interests and service fees, enquiries and complaints;
 - 4.2.7 **data as regards behaviour and satisfaction**, including data about the Client's habits and preferences, submitted enquiries and complaints, activity of using services, services used, personal equipment, replies to surveys;
 - 4.2.8 **data as regards participation in consumer games and campaigns**, including data about prizes won in the consumer games and participation in campaigns;
 - 4.2.9 **data as regards reliability**, including data about payment behaviour, damage caused to Us or to companies that belong to the same group as US or to a Third Person, connections with money laundering, terrorist financing or organised crime;
 - 4.2.10 **data as regards Client's segment**, including age group;
 - 4.2.11 **data as regards Client's communication**, including data related to using Our Website and communication through Our other channels by the Client, visual and / or audio recordings that are collected when the Client visits Our Branches and other places where We offer services and when the Client communicates with Us by phone or other data that are collected through e-mail, messages and other manners of communication, e.g. social media;
 - 4.2.12 **data obtained while performing obligations arising from the law**, including data arising from the enquiries made by investigative bodies, notaries, tax administrators, bailiffs and courts and the claims made by bailiffs.

5. OBJECTIVES OF AND BASES FOR PROCESSING CLIENT DATA

- 5.1 We shall have the right to Process all Client Data in order to establish a Client Relationship, to perform and terminate the Client Agreement and/or Service Agreement entered into, to perform the diligence obligations arising from law, to improve the quality of service, to make offers, to analyse the usability of Services and to develop new Services.
- 5.2 In addition, We shall Process Client Data in order to:

- 5.2.1 decide whether and on what terms and conditions the Client Agreement and/or Service Agreement shall be entered into and on what terms the Service shall be provided. Basis: performance of the agreement or application of pre-contractual measures or performance of a legal obligation;
- 5.2.2 assess the creditworthiness and reliability of the Client (e.g. to apply the principle of responsible lending, exchange of data as regards earlier payment behaviour with other credit institutions in order to make a loan decision) and perform risk assessments and in connection with Our capital requirements. Basis: performance of the agreement or application of pre-contractual measures or performance of a legal obligation or Our entitled interest in risk management;
- 5.2.3 determine the identity of the Client and/or the Client's representative at the time of the establishment of and/or in the course of the Client Relationship, be in compliance with the "know your client" principle, including identify the beneficial owner(s) of the Client, whether the Client or their beneficial owner(s) is / are (a) politically exposed person(s), whether the Client or their beneficial owner(s) is / are (a) subject(s) of financial sanctions. Basis: performance of the agreement or application of pre-contractual measures or performance of a legal obligation or Our entitled interest in risk management;
- 5.2.4 perform the agreement entered into with the Client or ensure the performance of the respective agreement and realise, assign and protect Our rights; Basis: performance of the agreement or application of pre-contractual measures or performance of a legal obligation or Our entitled interest in the fulfilment of legal claims;
- 5.2.5 execute the operations and conclude the transactions arising from the agreement entered into with the Client. Basis: performance of the agreement.
- 5.2.6 prevent money laundering and terrorist financing and thereby fulfil the obligations arising from both international and national legislation and from international agreements entered into and ratified by the Republic of Estonia. Basis: performance of the agreement or application of pre-contractual measures or performance of a legal obligation;
- 5.2.7 reduce or prevent risks and damage being caused both to the Client and to Us and protect the interests of the Client and Our interests, examine the quality of Our services, certify business transactions or other business communication. Basis: performance of the agreement or application of pre-contractual measures or performance of a legal obligation, Our entitled interest in preventing, restricting and investigating misuse or unlawful use of Our services and products or disturbances in the functioning thereof, ensure the quality of the services;
- 5.2.8 grant access to and provide an opportunity to use Our Website. Basis: performance of the agreement or application of pre-contractual measures or Our entitled interest in avoiding unauthorised accesses to Our Website;
- 5.2.9 develop Our systems. Basis: Our entitled interest in the functioning and improvement of the systems;
- 5.2.10 perform statistical surveys and analyses of the market shares of client groups, products and services, etc., prepare reports and manage risks. Basis: Our entitled interest in improving Our services, improving the service user experience for the Client, developing new Services or Our entitled interest in risk management or performance of a legal obligation;
- 5.2.11 develop existing and new Services. Basis: Our entitled interest in improving Our services, improving the Service user experience and developing new Services;
- 5.2.12 examine and, if necessary, amend or modify Client Data, administer Client Relationships, keep data up to date and true by checking and modifying the data through external and internal sources and demand that the Client modify Client Data. Basis: performance of the agreement or application of pre-contractual measures or performance of a legal obligation;
- 5.2.13 send advertisements and offers, incl. personal offers, concerning Our products and services and also those offered by Our cooperation partner who is a Third Person to the Client. Basis: the Client's consent or Our entitled interest in offering additional services;

- 5.2.14 organise client games or campaigns. Basis: the Client's consent or Our entitled interest in offering additional services;
- 5.2.15 better understand the Client's expectations (e.g. the analysis of Website visits, client surveys, etc.). Basis: Our entitled interest in improving Our services, improving the service user experience for the Client, developing new products and services or the Client's consent.

6. DISCLOSURE AND COMMUNICATION OF CLIENT DATA TO THIRD PERSONS

6.1 We shall have the right to disclose and/or communicate Client Data:

6.1.1 to other companies in Our consolidation group in order to

6.1.1.1 fulfil the requirements necessary for risk management and mitigation;

6.1.1.2 organise statistical surveys and analyses of the market shares of client groups, products and services as well as other financial indicators;

6.1.1.3 meet the applicable prudential ratios, incl. capital and liquidity requirements;

6.1.1.4 enter into and perform agreements and mediate to You information about what its effective agreements with persons belonging to the same consolidation group with Us are;

6.1.1.5 adhere to the principle of responsible lending;

6.1.1.6 develop and introduce Our cross-group information systems;

6.1.1.7 apply the due diligence measures provided in the Money Laundering and Terrorist Financing Prevention Act.

Basis: performance of the agreement or application of pre-contractual measures or performance of a legal obligation or Our entitled interest in efficient cross-group risk management or Our entitled interest in the functioning of cross-group systems.

6.1.2 to any persons and organisations involved in the provision of the Services and the performance of the agreement entered into with the Client (e.g. payment intermediaries, credit institutions, providers of translation, communications, IT, postal and call centre services);

6.1.3 to any persons maintaining a register of defaulted payments to whom We communicate and of whom We enquire information based on legislation or an agreement in order to apply the principle of responsible lending, also in order to enable Third Persons to assess the Client's payment behaviour and creditworthiness. The information about the Client's payment default shall be disclosed in the register of defaulted payments and the Client Data communicated to the registrar can be Processed by all persons who are the members of such a register or who have access to the register on other grounds;

6.1.4 to any persons maintaining registers (e.g. population registers, commercial registers, credit registers, traffic registers) to whom We communicate and of whom We enquire Client Data in order to check and ensure the accuracy and integrity of the Client Data or apply pre-contractual measures or perform the agreement entered into with the Client;

6.1.5 to other credit and financial institutions, creditors and intermediaries of financial services based on their own enquiries and also enquire of such institutions Client Data in order to provide the Client the services requested by the Client or assess the reliability and risk of the Client or any person connected to the Client;

6.1.6 to Our consultants and providers of any other services (e.g. auditors, financial advisors, organisers of client surveys, providers of e-mail or message communication service) if Client Data is required by them in order to provide Us with a high-quality service;

- 6.1.7 to any service provider to whom We have either in part or in full outsourced Our activity and on the condition that such persons comply with the organisational, physical and information technology requirements prescribed by Us as regards the maintenance of the confidentiality of Client Data and the protection thereof;
- 6.1.8 to Authorised Processors;
- 6.1.9 to credit institutions, creditors, providers of collection service and other third persons with whom We hold negotiations for transfer of the agreement entered into with the Client or for assignment of claims arising from the agreement;
- 6.1.10 to a new creditor upon the assignment of the right of claim;
- 6.1.11 to other persons who guarantee the performance of the Client's obligations to Us, e.g. sureties, guarantors, owners of collateral assets;
- 6.1.12 to any other Third Persons if the Client has violated the agreement (e.g. the providers of the service of debt collection, courts and trustees in bankruptcy or insolvency administrators).
- 6.2 We shall be obliged to disclose and communicate Client Data for the performance of the obligations arising from legislation (e.g. communication of data to law enforcement authorities, notary, trustee in bankruptcy, Tax and Customs Board, Financial Intelligence Unit, Financial Supervision Authority).
- 6.3 We shall disclose Client Data to Third Persons only in the extent necessary to achieve the objectives specified in the Principles of Processing Client Data (clause 5).
- 6.4 When performing the agreement entered into with the Client We may use Third Persons (e.g. providers of payment service) and make Client Data available to them. These persons will process Client Data according to their own rules and at their own responsibility. We may also use Third Persons located outside Estonia in the performance of the agreement entered into with the Client who will process Client Data subject to the law of the country of their location.

7. PROCESSING OF CLIENT DATA IN MARKETING

- 7.1 We shall also Process Client Data for marketing purposes. If such Processing is based on Your consent, You shall have the right to withdraw your consent at any time. In order to withdraw Your consent, please submit a respective notice to Our Telecommunications Details. If You have entered into a Client Agreement with Us, You can administer Your consent in Our Internet Bank. Instructions for the withdrawal of the consent are also set out next to each such marketing communication.
- 7.2 General and introductory information about Our Services, notifications as regards the changes in the terms and conditions or in the price list, also information related to the performance of the agreement entered into with You (e.g. information about incurred debt, notification about the expiry of the agreement, etc.), shall not be considered to be marketing. In general, the Client shall not be entitled to decline the receipt of such information.

8. RECORDING OF CLIENT DATA

- 8.1 We shall be entitled to record all the Orders given by You to Us by means of communication (e.g. phone, e-mail, Internet Bank), likewise other operations made by You. We shall be entitled to use recordings to prove and/or reproduce Orders or other operations and for other purposes specified in the Principles of Processing Client Data (clause 5).
- 8.2 In order to protect Our and Our Client's property, also in order to ensure the physical security of Our employees and that of Our Clients We may monitor, with the help of surveillance equipment, the premises in Our use and in the vicinity thereof (including persons) and We may record the results of surveillance. We may use the recordings

of the surveillance equipment for the protection of Our rights and for the performance of Our obligations and in order to prove any operations and/or illegal acts performed by the Client and/or any damage caused to Us. We shall be obliged to disclose the recordings in compliance with the procedure and to the extent provided by legislation primarily in criminal matters to pre-trial investigation authorities, court and other competent authorities. The recordings can be examined in Our Branch at the time agreed with Us beforehand.

9. STORAGE OF DATA

9.1 We shall process Client Data as long as necessary in order to achieve the objectives of the Principles of Processing Client Data (clause 5) or to perform the obligations arising from legislation. The period of storage of Client Data is based on the agreement entered into with the Client, Our entitled interest or applicable law.

10. ALTERATION OF CLIENT DATA AND TERMINATION OF PROCESSING THEREOF

10.1 You shall be obliged to notify Us promptly of all changes and inaccuracies in the Client Data submitted to Us. At Our request You shall be obliged to submit Us the document that evidences a change in Client Data (e.g. document on the change of name).

10.2 We shall check on a regular basis (e.g. via the Internet Bank, at a client meeting), whether the Client Data at Our disposal are complete and correct.

11. RIGHTS OF A CLIENT WHO IS A PRIVATE PERSON

11.1 The Client who is a private person shall have the following rights:

11.1.1 to apply for the correction of incorrect or incomplete Client Data;

11.1.2 to obtain information on whether We Process Your Client Data and, if We Process, examine the Client Data and receive a copy thereof;

11.1.3 to provide objections to the Processing of Client Data if the use of the Client Data is based on legitimate interest, including on the profile analysis for the purposes of direct marketing (e.g. receipt of marketing offers or participation in surveys);

11.1.4 to apply for the deletion of Client Data, for example if the Client Data is Processed with Your consent and if You have withdrawn Your consent. The aforementioned right shall not apply if the Client Data that are asked to be deleted are also Processed on other legal grounds;

11.1.5 to withdraw Your consent for Processing the Client Data if the Processing takes place on the basis of consent. In such an event the withdrawal of the consent shall not affect the legality of the Processing that took place before the consent was withdrawn;

11.1.6 to restrict processing the Client Data, for example at the time when we assess whether You have the right to the deletion of Your data;

11.1.7 to obtain the Client Data, which You have submitted Yourself to Us and which are Processed in an automated way on the basis of Your consent or for the performance of the agreement, in a generally used electronic format. If this is technically possible, to transmit the data to another service provider;

11.1.8 to apply that no decision be adopted in respect of You that is based only on an automated decision-making process, including on profile analysis, if this brings along legal consequences that concern You or if this exercises significant influence on You. The aforementioned right shall not apply if the adoption of the decisions is necessary

in order to enter into an agreement with You or to perform such an agreement if the adoption of the decision is permitted pursuant to the applicable law or if You have granted Your explicit consent;

- 11.1.9 to file complaints about the use of the Client Data with the Estonian Data Protection Inspectorate if You find that Processing Your Client Data infringes Your rights and interests on the basis of the applicable law.
- 11.2 The Client who is a private person shall have the right to contact Us using Our Telecommunications Details in connection with exercising the aforementioned rights or filing complaints.
- 11.3 A data protection specialist can be contacted using Our Telecommunications Details.