

Conditions of Use for the Website

Valid from 25 May 2018

1. GENERAL PROVISIONS

- 1.1 These Conditions of Use for the Website shall be applicable to our Website.
- 1.2 **By visiting and/or using the Website you confirm that you have examined, understood and approved the Conditions of Use and undertake to comply with the Conditions of Use.**
- 1.3 We shall be entitled to unilaterally amend the Conditions of Use at any time. We shall inform you of any amendments to the Conditions of Use via the Website and/or our Means of Communication at least 1 (one) month before the entry into force of the amendments unless we are only amending the Conditions of Use due to amendments in legislation.
- 1.4 The legislation of the Republic of Estonia shall apply to the Conditions of Use. Any disputes in relation to the Website and/or the Conditions of Use shall be resolved in the courts of the Republic of Estonia.

2. DEFINITIONS

Conditions of Use	these Conditions of Use for the Website;
Principles for Processing Customer Data	principles established by us in relation to our processing of the data of Customers and Users. The currently valid Principles for Processing Customer Data are available on our Website;
Local Data Units	data units of various types that are saved into the Device of the User by the Website and are accessible to the Website therefrom, including cookies and other data units created by means of similar mechanics;
Us/We/Bank	Inbank AS, registry code 12001988, registered office Niine 11, 10414 Tallinn, telephone 640 8080, e-mail info@inbank.ee;
Our Means of Communication	data relating to our means of communication (i.e. address, e-mail, telephone, fax, etc.). Our valid Means of Communication are accessible on the Website;
Device	any device (including computers, tablets and telephones) by means of which the User gains access to the Website;
You/User	all natural and legal persons visiting the Website;
Website	our website at the address www.inbank.ee , any websites located at its subdomains, subpages, any other of our websites located at other domains and any applications created for operating systems by the Bank.

3. OWNERSHIP AND COPYRIGHT OF WEBSITE

- 3.1 The Bank owns the Website. The Bank also holds any and all rights in relation to the Website, including the rights in relation to the design of the Website, the data published on the Website, trademarks, etc., unless expressly provided otherwise on the Website.
- 3.2 Reproduction of the data of the Website, including texts, logos, photographs, etc., in any manner and form shall only be permitted with the prior written approval of the Bank. The data contained on the Website may be used for non-commercial purposes. If using the data published on the Website is permitted on the basis of the Conditions for Use or imperative legislation, the User of the data shall always correctly refer to the source of the data.

4. DATA PUBLISHED ON WEBSITE

- 4.1 It is essential for the Bank to ensure that the data published on the Website are accurate and comprehensive and originate from reliable sources. We shall take reasonable measures to ensure this. We shall not ensure or verify the accuracy or comprehensibility of the data published on the Website at all times and the Bank shall not be responsible for any possible damage caused to the Users thereby. Please contact the Bank if you wish to specify any data published on the Website.
- 4.2 The analyses and comments of the Bank published on the Website are subjective analyses and comments of the Bank. The Website may also include the analyses and comments of third parties, including other Users. We shall not be liable for the comprehensibility and accuracy of the analyses and comments and any possible damage caused to the Users thereby.
- 4.3 The data published on the Website shall not constitute investment advice. Please always consult an expert before making an investment decision.
- 4.4 Our Website may contain links or references to the websites of third parties, i.e. websites that are not the Website of the Bank. We shall not be liable for the websites of third parties or the content thereof as well as any products or services offered by the respective third parties. Should you wish to use a link to access the website of a third party, it shall take place at your own liability.

5. LIMITATIONS ON USAGE OF WEBSITE

- 5.1 The Website and the data published on the Website are not meant to be used by or aimed at persons who are citizens, residents or permanent residents of a country whose legislation prohibits accessing the Website and/or using the Website. In particular, the services made accessible to private persons via the Website are not intended for persons who are resident in jurisdictions in which such services are prohibited by banking legislation (especially the United States, Canada and Japan). Any and all persons for whom using the data contained on the Website is prohibited or who are uncertain whether using the data is prohibited or not must immediately stop using the Website and leave it. All Users use the Website at their own initiative and risk and shall be liable for adhering to any and all legislation applicable to them.

6. REQUIREMENTS FOR USERS OF WEBSITE

- 6.1 The User shall be liable for the security of using the Website. The User shall ensure the protection of their Device during every communications session, i.e. use a secure Internet connection and up-to-date secure and stable software solutions, including the operating system, web browser and anti-virus and anti-malware programs.

6.2 We shall take reasonable measures in order to ensure the possibility of using the Website to a reasonable extent with stable software solutions, including the operating system, web browser, ID card software and other third party software solutions that are officially supported by the software creator and are up to 2 (two) years old. If possible, we shall also support older stable software versions. The Bank shall not be liable for any possible damage caused to the Users due to issues related to the solutions of hardware manufacturers or software creators.

7. LIMITATION OF LIABILITY

7.1 We shall not be liable for any costs incurred or damage caused to the Users in relation to accessing, visiting and/or using the Website unless otherwise provided by imperative provisions prescribed in legislation. In any such instances, the liability of the Bank shall be limited to the minimum liability provided in the respective imperative provisions.

7.2 The Website may encounter technical issues from time to time. We shall not be liable for the continuous uninterrupted functioning of the Website and any possible damage caused to the Users thereby.

8. USER SETTINGS

8.1 Our Website may contain Local Data Units. We use Local Data Units above all in order to make accessing the Website safer and more convenient for the Users and offer them a better service, and also for the purposes of statistics and marketing. With your consent, we will save Local Data Units into your Device pursuant to the Conditions of Use.

8.2 The Local Data Units used by the Bank may be only usable during the session or permanent Local Data Units. Local Data Units that are usable during the session shall only be saved into the Device of the User during the period of time in which they use the Website (i.e. as long as the Website session is active) and shall be deleted after closing the Website or the web browser. Local Data Units that are usable during the session are above all required for accessing the parts of the Website that are aimed at the Customers of the Bank, for ensuring the convenient use of the Website and for the purpose of our statistics and analyses. Permanent Local Data Units shall be saved in the Device even after closing the active session of the Website for a period of time that has been determined by the owner of the respective cookies or indefinitely. The purpose of permanent Local Data Units (incl. third party cookies) is to ensure that Users can use the Website more conveniently. Permanent Local Data Units are also used to provide you a better service, recognise your Device or browser, increase security, make offers and for the purposes of statistics and analyses.

8.3 You shall be able to block or delete Local Data Units in your web browser or by means of specialised software, and withdraw your permission for saving Local Data Units. If the User blocks the saving of Local Data Units or deletes any saved Local Data Units, it may hinder the usage of the Website and the Bank shall not be liable for any possible damage caused to the User thereby. If you would like to block or delete Local Data Units, you must do it separately on each Device and/or web browser. Please read the help section of the respective web browser to learn about their settings concerning cookies and security.

8.4 At the permission of the User, we shall be entitled to submit queries as to the geographical location of the Device, data concerning the position of the Device or other modern sensor parameters that are related to mobile Devices and use the respective data (including saving the data) for the purposes of offering a better and more convenient service and for statistical purposes, including map applications, displaying data that are created upon moving the Device, etc. We shall not communicate the aforesaid data to any third parties without the approval of the User.

8.5 We shall be entitled to use the software solutions of third parties in order to better present the contents of the Website, including the inclusion of such solutions for the Website from the servers of third parties.

- 8.6 The data related to your use of the website (incl. the accessed Website subpage addresses, the User's IP address, operating system and browser version and other data) are processed pursuant to the Principles of Processing Customer Data.