

# General Terms and Conditions of Inbank AS

effective as of 27.04.2021

We want to make it easy for you to communicate with us. For this purpose, these General Terms and Conditions, which make transactions transparent and guarantee legal certainty, apply between you and Inbank.

## 1. DEFINITIONS

We, Us, Our or Inbank	Inbank AS (registry code 12001988, registered office at Niine 11, 10414 Tallinn) and the companies belonging to the consolidation group. The list of companies belonging to Inbank group (hereinafter the Group) is provided on the Website. The application of the General Terms and Conditions to the Clients of the group company is separately indicated in the respective Service Contract and Service Terms and Conditions.
Our Branch	The physical location where We service Clients and the persons who have contacted Inbank. A list of Our Branches is provided on the Website.
Contact Details	The details of the effective means of communication of Inbank that are provided on the Website.
Website	Our Website at www.inbank.ee, the Websites on its subdomains, subsites and Our Websites on other domains to which Inbank's Terms and Conditions of Website Use apply.
Our Current Account	Inbank's current account opened in a credit institution operating in Estonia or in an Estonian branch of a foreign credit institution. The list of Our Current Accounts is provided on the Website.
Party or Parties	We and You separately or jointly.
You or the Client	A natural person or legal entity who uses, has used or has expressed intent to use the Services of Inbank or is related to the use of the Service in any other manner.
Client Relationship	The legal relationship between Us and You, which emerges in relation to You being a Client of Inbank.
Client Account	A special-purpose account in Inbank which is not a current account and which is marked with a personal reference number issued to You, and through which the Orders between You and Inbank take place.
User	The Client or a natural person who uses the Digital Channels on Your behalf. There may be several Users in exceptional cases.
Order	The order given by You to Inbank for transfer of funds from the Client Account or to the Client Account.
Your Current Account	Your current account, which has been opened in a credit institution operating in Estonia or in the Estonian branch of a foreign credit institution and from which You have made a transfer related to a Service Contract to Our Current Account and to which We transfer the monetary payments made from the Client Account on the basis of an Order.
Application	Your request to Inbank for entry into, amendment, termination or cancellation of a Service Contract.
Notice	Information forwarded by a Party which is not an Order or an Application.
Related Party	A person related to You or Inbank who is also deemed a related party on the basis of law.
Third Party	Any natural person or legal entity who is not Client or Inbank.
Digital Channels	The digital environments (e.g. the Internet Bank) and applications (e.g. Mobile Bank) of Inbank via which You can see the information of the Services related to You or perform the operations related to the Services. The Terms and Conditions of Digital Channel Use apply to the use of digital channels.
Service	A service provided by Inbank.
Service Contract	The contract entered into between the Parties on the basis of which and according to the terms and conditions of which We provide the Service to You.
Service Terms and Conditions	The standard terms and conditions of the specific Service provided by Inbank, which are also an inseparable part of each Service Contract.
General Terms and Conditions	These General Terms and Conditions of Inbank AS.
Price List	The price list of the Services of Inbank.

## 2. APPLICATION, ENFORCEMENT AND AMENDMENT OF THE TERMS AND CONDITIONS

**2.1** The General Terms and Conditions determine the main bases of the communication between the Parties and are an inseparable part of all Client Relationships. The General Terms and Conditions also apply to the Client Relationships that emerged before the General

Terms and Conditions entered into force and that are in effect on the day of entry into force. In addition to the General Terms and Conditions, We proceed in the relationships between Us and You from the Service Contract, the Service Terms and Conditions, the Principles of Processing Client Data, the Price List and the other standard terms and conditions of Service established by Inbank, which are applied to the respective Service in addition to the General Terms and Conditions and



the Service Terms and Conditions. We also proceed from law, good banking practice and the principles of good faith and reasonability in the relationship between You and Us.

**2.2** The General Terms and Conditions, the Service Terms and Conditions, the Principles of Processing Client Data and the other standard terms and conditions of Service of Inbank are established by Us. All of these terms and conditions can be reviewed on Our Website.

**2.3** Should there be contradictions between the General Terms and Conditions and the Service Terms and Conditions or other standard terms and conditions of Service of Inbank, We proceed from the Service Terms and Conditions or the standard terms and conditions of Service. Should there be contradictions between the General Terms and Conditions and the Terms and Conditions of the Service Contract or between the Service Terms and Conditions and the standard terms and conditions of Service and the Terms and Conditions of the Service Contract, We will proceed from the Terms and Conditions of the Service Contract.

**2.4** We may amend the General Terms and Conditions, the Service Terms and Conditions, the Principles of Processing Client Data, the Price List and other standard terms and conditions of Inbank unilaterally. We proceed from the fact that the amendment must be reasonable in respect of You. We will inform You of the amendment on the Website or through another channel chosen by Us at least 30 (thirty) days before the amendment enters into force, unless otherwise provided for by law or said terms and conditions.

**2.5** If You disagree with the amendments announced by Us, You have the right to cancel the Service Contract pursuant to the procedure provided for in the Service Terms and Conditions of the Service Contract to be cancelled within 30 (thirty) days. Upon cancellation of the Service Contract, You undertake to perform all of the obligations to Us arising from the Service Contract. If You do not cancel the Service Contract within the above deadline, it will be deemed Your full acceptance of all the amendments.

**2.6** We may amend the Service Terms and Conditions, the Price List and other standard terms and conditions of Service of Inbank unilaterally without notice in justified cases. We will immediately inform You of the amendment on the Website or through another channel chosen by Us. You have the right to immediately cancel the Service Contract if You disagree with the amendments by performing all of the obligations arising from the Service Contract before the cancellation. If You do not cancel the Service Contract, it will be deemed Your full acceptance of all the amendments.

**2.7** We do not apply the notice period specified in clause 2.4 if: a) the terms and conditions become more favourable to You as a result of the amendment; or b) the amendments are purely formal and do not affect the contractual rights and obligations of the Parties; or c) new Services are added.

**2.8** The Parties communicate in Estonian, unless We have agreed on another language of communication with You. In the case of differences and disagreements between the Estonian and foreign language texts of the terms and conditions, We will proceed from the respective terms and conditions in Estonian.

### **3. APPLICABLE LAW AND JURISDICTION**

**3.1** The law of the Republic of Estonia is applied to Client Relationships. We apply the law of a foreign state if the obligation to do this arises from an international agreement or the law.

**3.2** We will resolve any legal disputes between Us and the Client at Harju County Court, unless otherwise provided for by law or the Parties have agreed otherwise. We will resolve any disputes between Us and You as the consumer in the court of Your place of residence if Your permanent place of residence is in a European Union Member State. If Your place of residence, location or business at the time of entry into the contract is in Estonia, but You settle in a foreign country or transfer Your place of location or business there after entering into the contract, We will resolve the dispute in Estonia according to the place of residence, location or business at the time of entry into the contract.

### **4. ESTABLISHMENT OF A CLIENT RELATIONSHIP**

**4.1** A client relationship between You and Us emerges when You use or after You have used a Service provided by Us or have contacted Us for the purpose of Using the Service. We have the right to decide with whom We will establish a Client Relationship. We consider all of the circumstances that may lead to Our refusal to establish a Client Relationship thoroughly and in every respect.

#### **4.2 Identification**

**4.2.1** We will identify You or Your representative upon establishment of the Client Relationship and the provision of the Service. You are obliged to submit to Us the documents and information We request from You. Make sure that the information You provide is accurate and complete. You are obliged to inform Inbank immediately if any changes occur in the information You provided.

**4.2.2** We identify natural persons on the basis of the documents listed in law or via the technical communication channels chosen by Inbank, incl. with security elements or another certificate enabling digital identification that complies with Our requirements and is protected with a security code.

**4.2.3** We identify a legal entity registered in Estonia (incl. a branch) on the basis of the register card from the Commercial Register and/or other documents required by Us. We identify a legal entity registered outside Estonia on the basis of the effective register card from the relevant register of the location of the legal entity or other documents required by Us. The representative of a legal entity is identified according to the rules for identification of natural persons.

#### **4.3 Representation**

**4.3.1** A Client who is a natural person may conclude all transactions with Inbank personally or via a representative. A legal person concludes transactions via a representative. If requested by Us, a Client who is a natural person must conclude a transaction personally and a Client who is a legal entity via their legal representative. We verify the right of representation of a legal representative on the basis of the data on the effective register card in the Commercial Register.

**4.3.2** The intent of the Client must be unambiguously and understandably expressed in the document that grants the right of representation. We may not accept a right of representation where the content and/or extent of the right of representation is not clearly and understandably expressed. We have the right to demand that the power of attorney that proves the right of representation is notarised or certified in an equivalent manner.

**4.3.3** We will deem the document that proves the right of representation of Your representative effective until the expiry date noted on the document or until You submit to Us a document that terminates or changes the right of representation. A power of attorney issued for an unspecified term remains effective until You submit to Us a document that terminates or changes the right of representation.



**4.3.4** You are obliged to immediately inform Us of the expiry of the right of representation of Your representative or any changes as Well as if the data concerning the right of representation are published in public national databases. We cannot be held liable for transactions concluded by a person who does not have the right of representation and the consequences thereof if You fail to perform the notification obligations specified in this clause.

#### **4.4 Requirements for documents**

**4.4.1** The documents You submit to Us must be originals or copies that are notarised or certified in an equivalent manner. The identity documents and powers of attorney that are submitted to Us must be originals. We have the right to make copies of the documents submitted by You or Your representative. We also have the right to keep a submitted original document, except for identity documents.

**4.4.2** A document issued in a foreign country must be legalised or certified with a certificate that replaces legalisation (apostille) on Our request, unless otherwise stipulated in the agreement made between the Republic of Estonia and the relevant foreign country.

**4.4.3** We assume that a document submitted by You is genuine, valid and true. If You submit to Us a document that does not comply with the requirements established by Us or that We suspect may not be genuine, We have the right to not conclude the transaction and require the submission of additional data and documents.

**4.4.4** In the case of documents in foreign languages, We have the right to require translation of the document into Estonian or another language selected by Us by a sworn translator. You will pay all the costs associated with the submission of the appropriate documents to Us, including with making the documents conform to requirements.

**4.4.5** We accept the handwritten signature of You or Your representative, the digital signature or electronic confirmation associated with an Estonian ID card and, in the cases agreed in the Service Terms and Conditions, other codes sent electronically or in another manner. We have the right to accept digital signatures related to foreign ID cards.

**4.4.6** In the event of the death of a Client who is a natural person, We have the right to require that the successors submit the documents provided for by law that confirm the transfer of the Client's rights and obligations to the successors. We make payouts from the Client Account of a deceased Client on the basis of the succession certificate, enforced court ruling or other documents provided for by law.

#### **5. ENTRY INTO, ENTRY INTO FORCE, TERM AND CANCELLATION OF SERVICE CONTRACT**

**5.1** The relationships between the Parties that concern the Service are registered with a Service Contract, which will be entered into in writing, in a format that can be reproduced in writing or in electronic format, depending on the Service. We provide the Service to You and enter into a Service Contract with You if You and the contract terms and conditions requested by You comply with law and the General Terms and Conditions. We have the right to decide with whom We will enter into a Service Contract.

**5.2** The Service Contract enters into force as of the date specified in the Service Contract, unless otherwise agreed in the Service Contract or the Service Terms and Conditions. The Service Contract remains in force until the expiry date of the Service Contract or the termination of the Service Contract by agreement of the Parties.

**5.3** We have the right to cancel the Service Contract with good reason unilaterally and without notice if You intentionally and

significantly breach an obligation arising from the Service Contract or if another event occurs which is a good reason for non-continuation of the contract, especially if: (1) You or Your representative has submitted untrue or incomplete data or documents or You or Your representative refuses to submit the documents and/or the data requested by Us; (2) You or Your representative has not submitted to Us enough data or documents for Your identification or confirmation of the legal origin of the money or We suspect money laundering or terrorist financing in Your case because of another good reason; (3) You have breached any other Service Contract entered into with Us; (4) You have a debt to Us; (5) the activity or inactivity of You or Your Related Person has caused damage to Us or an actual threat that damage may be caused; (6) You have not submitted to Us true data about Your economic situation or have not informed Us of the deterioration of Your economic situation or of other circumstances that may prevent You from performing Your obligations properly.

**5.4** In addition to the above, We have the right to cancel the Service Contract with good reason unilaterally and without notice if: (1) there are legal grounds for doing so, incl. if the continuation of the Service Contract is prevented by a legal obstacle, such as limitation of active legal capacity, contradiction or absence of rights of representation or if an Estonian or foreign supervisory authority demands the termination of the Service Contract; or (2) this is demanded by the manager of an international payment or clearing system (e.g. an international card organisation) or another service intermediary; or (3) a circumstance becomes known, which indicates that a Client who is a legal entity has been deleted from the register; or (4) a circumstance becomes known which indicates that a Client who is a natural person has become deceased.

**5.5** The terms and conditions of entry into, validity and cancellation of each specific Service are regulated in the Service Terms and Conditions.

#### **6. RESTRICTIONS OF USE OF SERVICE**

**6.1** Restricting the use of the Service means the partial or full suspension of the use of the Service provided by Us to You on the basis of the Service Contract.

**6.2** We may restrict the use of the Service in any of the following cases: (1) if You fail to submit to Us the documents requested by Us; (2) if the contact details submitted by You or the other data concerning You or Your activities prove to be incorrect and We fail to contact You or obtain correct data from You; (3) if We have requested that You update Your contact details, but You have not done so; (4) if You or Your representative submits to Us documents that We suspect may not be genuine; (5) if We have justified doubts about the correctness of the right of representation and/or You give Us contradictory information on the right of representation of Your representative; (6) if We have started suspecting money laundering, terrorist financing or another crime; (7) if We have reason to suspect that Your funds Were received as a result of a crime and You do not prove the legal origin of the funds or other assets used for a transaction; (8) if in Our opinion, the restriction is necessary for the prevention of damage to Us or a Third Party; (9) if the Client Account has been fully or partially seized; (10) if You have a debt to Us and there are no funds in the Client Account for satisfaction of Our claims against You; (11) if the company that intermediates the Service (e.g. an international card organisation or the manager of another clearing system) has established restrictions according to the state, territory, currency, person or transaction; (12) if the legal entity has been deleted from the register; (13) if We have been submitted a certificate of



the Client's death or We have reason to believe that the Client is deceased.

## **7. BANKING SECRECY AND PERSONAL DATA PROCESSING**

**7.1** We will keep any of the data regarded as information subject to banking secrecy by law confidential according to the requirements stipulated by law. We process the data that concern You according to the principles of the Principles of Processing Client Data and the Service Terms and Conditions.

## **8. NOTICES, APPLICATIONS AND ORDERS**

### **8.1 Our Notices**

**8.1.1** We will send Notices (incl. correspondence related to Your Applications, Orders and/or Notices) to You by a means of communication (incl. e-mail, telephone or text message) or via Digital Channels. We consider the contact details You have given Us correct. We will select the method of sending a Notice according to the content of the Notice.

**8.1.2** We will consider the personal Notices sent by Us received by You and We have performed Our notification obligation appropriately if Our Notice was sent to the contact details last indicated by You or via Digital Channels. We consider a Notice sent by post received by You when 5 (five) calendar days have passed from posting. We will consider a Notice sent to other contact details received by You on the date it was sent. We consider the Notices published on the Website and via Digital Channels received on the date of publication. Please check the correctness of the information in the Notice sent by Us immediately. Please inform Us immediately if You find any inaccuracies.

**8.1.3** The communication between Us and You, Our explanations and the news and newsletters sent by Us do not constitute investment advice.

### **8.2 Your Notices**

**8.2.1** We consider Your Notices to Us properly sent if the content of the Notice is unambiguous and correct and if You have sent the Notice to Our Contact Details electronically, on paper or in any other agreed manner, e.g. via Digital Channels.

**8.2.2** You are obliged to notify Us immediately at least in a format that can be reproduced in writing of all circumstances relevant to the communication between the Parties, incl. the following: (1) if Your data (incl. name, address of the location or place of residence, data of means of communication) or other information (incl. data on the beneficial owner, etc.) change; (2) if the rights of Your legal representative and/or the person authorised by You change (incl. expire); (3) if the transformation, merger, division, declaration of bankruptcy, liquidation or deletion from the register of a Client that is a legal entity has been decided.

**8.2.3** If You fail to perform the notification obligation specified in the previous clause, We have the right to assume that the information at Our disposal is correct and cannot be held liable for any damage caused to You and/or Third Parties caused because of this, unless the damage was caused by Our intentional conduct or gross negligence.

### **8.3 Your Applications**

**8.3.1** You have the right to submit Applications to Us for entry into, amendment or cancellation of the Service Contract. You can submit Applications to Us in the manner and pursuant to the procedure stipulated in the General Terms and Conditions, the Service Terms and Conditions and the Service Contract. The regulations of clauses 8.4.2 and 8.4.3 will be applied to each of Your Applications.

## **8.4 Your Orders**

**8.4.1** You have the right to submit Orders to Us, which as a rule We are obliged to execute, unless otherwise agreed. You can submit Orders that comply with the Service Contract to Us in the manner and pursuant to the procedure stipulated in the Service Contract.

**8.4.2** Your Orders must be prepared correctly and appropriately, be unambiguous and executable and clearly show Your intent. We have the right to assume that the content of an Order sent by You to Us corresponds to Your actual intent. Inbank cannot be held liable for the problems with clarity, mistakes or transmission errors in Your Orders.

**8.4.3** We may check the Orders before We execute them in the manner selected by Us. We record all of the Orders given by You via means of communication as Well as any other operations, incl. communication sessions in Digital Channels, and use the relevant recordings to prove the Orders given by You or any other operations if necessary. We may deviate from Your Order if We can justifiably assume according to the circumstances that You would approve Our activity.

**8.4.4** We execute Your Orders in the chronological order of their submission proceeding from law and the other standard terms and conditions of Inbank. Before the execution of an Order, We have the right to require that You provide documentary proof of the legal origin of the money or other assets used for the conclusion of the transaction.

**8.4.5** We have the right to refuse to execute an Order in each of the following cases: (1) if the Order does not comply with the requirements specified in clause 8.4.2; (2) if the preconditions and conditions depending on You, which are necessary for the execution of Your Order, are missing or inadequate; (3) if the circumstances specified in clause 6.2 have emerged.

**8.4.6** You only have the right to request that We execute the Orders whose execution is prescribed in Our Price List or whose execution has been separately agreed with You. You have the right to withdraw Your Order if We have not managed to execute the Order yet or have not assumed obligations to Third Parties for its execution. The fee established in the Price List will be applied to the withdrawal of an Order.

**8.5** All of the Notices, Applications and Orders that You have appropriately made and prepared apply to Us as correct and are subject to execution, unless otherwise provided for by law.

## **9. CLIENT ACCOUNT**

**9.1** We will open a Client Account for You upon entry into the first Service Contract at the latest. When You become Our Client, You have the right to appoint the persons who have the right to represent You. We may restrict the number of persons who have the right to represent You and who You can appoint to be Users.

**9.2** The settlements between You and Us take place in and through the Client Account, unless otherwise stipulated in the Service Contract. You may only have one Client Account with Us.

### **9.3 Use of Client Account**

**9.3.1** The settlements between Us and You made on the basis of the Service Contract take place under the terms and conditions set forth in the Service Contract though Our Current Account and Your Client Account. You must carefully observe the reference numbers, as the Client Account and each Service may have different reference numbers. If You want to transfer the funds in the Client Account from the Client Account to Your Current Account, submit the relevant Order to Us pursuant to clause 8.4.



**9.3.2** You can only Use the Client Account in Your settlements with Us; it is not a current account.

#### **9.4 Information on Client Account transactions**

**9.4.1** All of the transactions concluded on the Client Account are shown on the Client Account statement. You have the right and option to receive Client Account statements via the Internet Bank at any time. As a rule, the Client Account statement is displayed to You electronically in the Internet Bank. At Your request, We will issue a Client Account statement to You on paper for the fee specified in the Price List.

**9.4.2** You must immediately notify Us if there are any disruptions or errors in the Use of the Client Account or if unjustified operations have been performed on the Client Account.

#### **9.5 Payment obligations related to Client Account**

**9.5.1** Our fee for the opening, closure and Use of the Client Account is specified in the Price List. You must pay Us default interest for the negative balance of the Client Account pursuant to the procedure set out in the Price List. Please make sure that You always have sufficient funds in Your Client Account for the performance of Your valid obligations. We have the right to debit all of Your obligations to Us that have become collectible from Your Client Account.

#### **9.6 Blocking of Client Account**

**9.6.1** Blocking of the Client Account means the partial or full suspension of the conclusion of transactions with the money in the Client Account. As a rule, We block Your Client Account on the basis of Your relevant request. We have the right to demand written confirmation of the request to block the Client Account from You. If You do not submit the relevant confirmation, We have the right to not block the Client Account or unblock the Client Account. The grounds for the restrictions on the Client Account arise from clause 6.2 of the General Terms and Conditions.

**9.6.2** We will unblock the Client Account within three (3) business days of the circumstances that Were the basis for blocking the Client Account having disappeared to Our knowledge. Please inform Us when You become aware of the specified circumstances.

#### **9.7 Seizure of Client Account**

**9.7.1** We may seize Your Client Account on the demand of a Third Party on the terms and conditions and pursuant to the procedure stipulated by law. We will release Your Client Account on the basis of the decision of the Third Party who demanded the seizure or on the basis of an enforced court ruling or in other cases stipulated by law within three (3) business days.

### **10. TRANSACTIONS CONCLUDED IN ERROR**

**10.1** You must immediately inform Us if money is transferred to Your Client Account or Your Current Account without reason. We have the right to debit the amount transferred to Your Client Account in error without requesting Your consent.

**10.2** You have no right to handle money that has been transferred to the Client Account or Your Current Account in error. You must immediately transfer the amount transferred to Your Account in error to Our Current Account.

**10.3** If We have made a mistake with the amount when executing Your Order, We have the right to debit Your Client Account with a correction transfer without Your consent and make a new transfer to the Client Account according to the data given in Your Order.

### **11. PAYMENT OBLIGATIONS**

**11.1** We have the right to charge and You are obliged to pay fees for the Services provided according to the Price List and/or the Service Contract. Our Services and their prices are listed in the Price List. The Parties may agree on Service prices that differ from the ones in the Price List.

**11.2** In addition to the Price List or separately made agreements, You must pay the costs of the necessary operations performed by Us in Your interests (postage and telephone costs, notary fees, unforeseeable additional expenses, deposit fees, etc.). You will pay Us for the Services not specified in the Price List as agreed between You and Us or, if there is no agreement, according to the actual expenses incurred by Us.

**11.3** We will withhold the service fees, interest and other amounts and debts payable by You from Your Client Account, unless otherwise agreed in the Service Contract. There must be sufficient funds in Your Client Account for payment of Your debts, unless Your debts are not debited from Your Client Account according to the Service Contract.

**11.4** We will issue You an invoice if the obligation to issue the invoice arises from law or the Service Contract. We issue electronic invoices to legal entities. At Your request, We will issue an invoice on paper and charge You for it according to the Price List. We issue invoices to You as a consumer in the manner selected by You. We will charge You according to the Price List for duplicate invoices.

**11.5** Unless otherwise agreed or otherwise provided by law, We may offset the mutual claims between You and Us. We will inform You of the offsetting done according to the Service Contract entered into with You or the law.

**11.6** We may select the order in which We withhold the service fees and other amounts and debts payable to Us in accordance with law. Unless otherwise provided for by law, We have the right to withhold from Your Client Account the amounts payable to Us that have become collectible first of all, even if You or Third Parties have submitted Orders of a different content after the amounts became collectible and before they Were actually withheld by Us.

**11.7** We will calculate interest on the basis of the rate established in the Service Contract. We may change the interest rate and the procedure for calculation of interest unilaterally, unless otherwise provided for by law. If the interest rate is agreed in the Service Contract, We will proceed from the regulation of amendment of the Service Contract when changing the interest rate.

**11.8** We will calculate default interest at the rate established in the Service Contract, the Service Terms and Conditions or the Price List, unless otherwise provided for by law.

**11.9** We have the right to assign the claims against You to a Third Party, unless otherwise provided for by law.

**11.10** All settlements between the Parties will be made in euros. We may unilaterally change the currency if a new currency is introduced instead of the present currency and convert monetary obligations into the new currency on the basis of the official exchange rate of the currency. Inbank is not liable for the damage caused by this.

### **12. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING**

**12.1** In order to prevent money laundering and terrorist financing, We apply various legal measures that proceed from the risk-based and the Know Your Client principle. This means that We select and apply



appropriate measures to the extent that corresponds to the risk level of the specific Client and/or transaction.

**12.2** To prevent money laundering and terrorist financing, We have the right to: (1) regularly check the information that is the basis for the identification of You, Your representatives and Your beneficial owners and, if necessary, request the submission of additional information and/or documents from You; (2) identify You and/or Your representative again if We doubt that the information collected during the previous identification is correct; (3) establish restrictions on the Use of the Service by You, the extent and duration of which is determined by Us; (4) request information and documents about You, Your activities, the transaction planned by You, the origin of Your funds and Your beneficial owners.

### **13. LIABILITY**

**13.1** The Parties will perform the obligations arising from the Client Relationship properly, in good faith, with necessary care and in consideration of customary practices.

**13.2** Both Parties will be held liable for any damage caused to the other Party by their failure to perform or the improper performance of their obligations intentionally or due to gross negligence. We will not be held liable for indirect damage (incl. loss of earnings).

**13.3** A Party will not be held liable for damage if the breach is excusable, i.e. especially if the breach occurred due to force majeure. Force majeure means, among other things, the disturbance of Our activities by Third Parties (e.g. a bomb threat, cyberattack, etc.), events not under Our control (e.g. a strike, moratorium, power cut, failure of a line of communication, interruptions in the server and other information technological services, etc.) or by state authorities.

**13.3.1** We will not be liable for any damage caused by: (1) Third Parties, incl. via the services provided or information communicated by Us; (2) disruptions in the functioning of information systems (incl. Digital Channels); (3) investment risks; (4) that fact that You have failed to perform Your obligation to notify Us as required; (5) Our being unaware of the lack of passive legal capacity of a legal entity or the limitation or lack of active legal capacity of a natural person; (6) the Client Account being justifiably blocked or seized; (7) the Use of the Service or Digital Channel being justifiably restricted; (8) refusal to provide the Service; (9) Your Order not being justifiably executed.

### **14. RESOLUTION OF DISPUTES**

**14.1** Our aim is to provide a high-quality Service to You. If You are dissatisfied with Our Service or the customer service, please inform Us according to Procedure for Resolutions of Complaints accessible on Our Website. Please file Your complaint in a format of Your choice (orally, in writing or electronically) via Our Contact Details. In the complaint, please describe the circumstances of Your dissatisfaction as accurately as possible and enclose the documents serving as the basis for Your statements.

**14.2** As a rule, We resolve a complaint within 15 (fifteen) days. We will inform You of Our position orally, in writing or electronically. We have the right to extend the above deadline if the circumstances of the complaint require additional analysis. If We decide that We will not satisfy Your complaint, We will justify this to You clearly and understandably.

**14.3** Our aim is to resolve any possible disputes by means of negotiations. Should negotiations fail to resolve the dispute, You as a consumer have the right to turn to the court or to the Consumer Protection and Technical Regulatory Authority (Endla 10A, 10122

Tallinn, phone 620 1707, email [info@ttja.ee](mailto:info@ttja.ee)) or its Consumer Disputes Committee (phone 620 1707, email [avalduis@komisjon.ee](mailto:avalduis@komisjon.ee)) to protect Your rights. You will find the information concerning the rules of the proceedings at [www.ttja.ee](http://www.ttja.ee). Complaints arising from a contract entered into via a means of communication may also be submitted to the Consumer Disputes Committee via the online complaints resolution environment at [ec.europa.eu/odr](http://ec.europa.eu/odr).

**14.4** We are supervised by the Financial Supervision Authority (Sakala 4, 15030 Tallinn, [www.fi.ee](http://www.fi.ee), telephone 668 0500).