

## CONDITIONS OF INTERNET BANKING

Effective as of 03.05.2010

### 1. GENERAL PROVISIONS

- 1.1. These Conditions of Internet Banking (hereinafter the “**Conditions**”) shall regulate the relations between the Bank and the Customer in the use of the Internet bank, and shall form an integral part of the Internet Banking Agreement (hereinafter the “**Agreement**”) between the Bank and the Customer. In addition to the Conditions, the Bank and the Customer shall be governed, in the use of the Internet bank, by the Bank’s General Conditions, documents stipulated in the General Conditions, conditions of payment services agreement and other relevant Service Conditions.
- 1.2. For the purposes of these Conditions, the terms used in the Bank’s General Conditions as well as the following terms shall be used:
  - 1.2.1. **User** is a Customer who is a natural person or another natural person who uses the Internet bank and/or conducts Operations via the Internet bank on behalf of the Customer;
  - 1.2.2. **Limit** is the limit within which the User can conduct Operations within an established term;
  - 1.2.3. **Technical Conditions** are the requirements established by the Bank for means of communications and connections to be used for conducting Operations, available on the Bank’s Website;
  - 1.2.4. **Operation** is the disposal, via the Internet bank, of the assets held on the Customer’s Account, exchange of information, or use of the Service or the service of a third party via the Internet bank;
- 1.3. If the Customer and the User are different individuals, the Customer shall be obliged to forward to the User the Agreement (including the Conditions), the General Conditions, conditions of payment services agreement and other relevant Service Conditions, and take responsibility for the User’s adherence to the same.
- 1.4. The Internet bank may be used for conducting Operations in accordance with the Conditions and the Technical Conditions. The Customer shall be responsible for the security of the computer used for accessing the Internet bank (including by the User), as well as the Internet connection.
- 1.5. Upon conclusion of the Agreement, the Bank shall have the right to submit any notices, including declarations of intention, to the Customer via the Internet bank, unless otherwise provided by the Service Conditions or the Imperative Provisions.
- 1.6. The Agreement shall be governed by the laws of the Republic of Estonia.

### 2. IDENTIFICATION AND SECURITY REQUIREMENTS

- 2.1. The User is obliged to serve the obligations arising from the Law of Obligations Act and the Agreement.
- 2.2. The User shall be identified and the Operations conducted via the Security Elements. The use of Security Elements by the User for conducting Operations shall be considered equal to an Operation conducted by the Customer or his/her legal representative.
- 2.3. The Customer shall accept that any Operation conducted via the use of Security Elements shall be deemed valid with respect to the Bank, and shall be effected (incl. shall be deemed as authorised in the meaning of the Law of Obligations Act), unless otherwise provided by the Imperative Provisions.
- 2.4. A customer who is a natural person may use the Internet bank and conduct Operations only in person, or via the User specified in the Agreement. If the Customer is a legal person, only the User shall be allowed to use the Internet bank and conduct Operations on the Customer’s behalf.
- 2.5. In order to guarantee security of the Operations, the User shall periodically change the Security Elements in accordance with the periods and pursuant to the procedure established by the Bank. If the Bank has issued a user password for the use of the Internet bank, the User must change the user password in the Internet bank for security purposes at the first opportunity.
- 2.6. The User is obliged to make sure that parties not authorised to use the Internet bank would not uncover or obtain possession of the Security Elements. The User must do his/her utmost to protect the Security Elements, including memorize the Security Elements, rather than store the Security Elements on a data carrier, and safeguard the Security Elements with a level of conscientiousness that prevents their misuse by unauthorised third parties (incl. if the Security Element is e-mailed, delete the e-mail letter immediately after memorizing the Security Elements; if the Security Elements are issued at the Bank’s branch office, destroy the paper containing the Security elements immediately after memorizing the Security Elements).

- 2.7. In case of use of a digital signature or the Mobile ID certificate, the User is also obliged to fulfil the obligations agreed with the certification service provider, as well as the obligations arising from the legal acts (e.g. the Digital Signatures Act).
- 2.8. In case of loss or theft of the Security Elements or in case of their disclosure or danger of disclosure to unauthorised third parties, the User shall be obliged to immediately notify the Bank thereof at the telephone number and during the business hours published on the Bank's Website. In case of a certificate that allows User identification, the User shall be obliged to immediately inform the corresponding certification service provider (e.g. AS Sertifitseerimiskeskus) or the mobile operator of the incident. Upon receiving the above information, the Bank shall block the User's access to the Internet bank until replacement of the Security Elements or until the Customer or the User submits to the Bank an acceptable order to unblock the Internet bank.
- 2.9. The Bank shall have the right to block the User's access to the Internet bank for investigation of the circumstances, if the User enters incorrect Security Elements in the Internet bank 3 (three) times in a row.
- 2.10. The Bank shall have the right to block the User's access to the Internet bank for investigation of the circumstances, if the Bank learns of any circumstances which allow to reasonably conclude that the Security Elements have been disclosed to a third party who is not authorised to use the Internet bank, or if the use of the Internet bank may involve fraudulent conduct on behalf of the Customer or User, or in case of other circumstances stipulated in the General Conditions or the Service Conditions.
- 2.11. Unless otherwise provided by the Imperative Provisions, the Bank shall not be held liable for any damage caused to the Customer or a third party (including the User) by the blocking of the Internet bank in accordance with these Conditions.

### **3. USE OF THE INTERNET BANK**

- 3.1. The User shall have the right to conduct Operations via the Internet bank pursuant to the terms and conditions agreed in the Agreement and the corresponding Service Conditions. The Bank shall have the right to establish the business hours during which the Operations may be conducted via the Internet bank.
- 3.2. The User shall not misuse the Internet bank (including for illegal pursuits or in a way which can damage the Bank or a third party).
- 3.3. For security purposes, the Bank shall have the right to verify certain Operations before effecting the Operations. The Bank shall conduct the verification by phone, at the contact phone number indicated by the Customer (if the Customer has listed several phone numbers, the Bank shall conduct the verification by placing a call to one of the numbers). The Customer shall agree that the person answering the contact telephone every time shall have the right to approve or cancel the Operations. If the above person fails to approve the contents of the Operations, or if the Bank fails to contact the person for verification of the Operation, the Bank shall have the right (but not the obligation) not to conduct the Operation.
- 3.4. All Operations must be conducted in accordance with the terms and conditions of the Agreement and other relevant agreements concluded between the Bank and the Customer (including the agreements stipulated in clause 1.1.11 of the General Conditions). The Bank shall not be obliged to fulfil orders placed in violation of this Clause.
- 3.5. In the use of the Internet bank, the User is obliged to adhere to the Technical Conditions, as well as other instructions concerning the appropriate and secure use of the Internet bank and the Security Elements, published by the Bank on its Website and in the Internet bank. If the User fails to fulfil the requirements established and instructions given by the Bank, the Bank shall have the right not to fulfil the order and/or prohibit any further Operations.
- 3.6. The Bank shall have the right to establish Limits on the Operations. The Bank shall give advance notice of at least 2 (two) months of the establishment and/or change of Limits on the Operations. The Customer shall have the right to change the Limits established by the Bank within the limits and pursuant to the procedure provided by the Bank.
- 3.7. In the Agreement, the Customer may establish a maximum limit for all Operations conducted by all Users from the Accounts associated with the Agreement in a given day or month (maximum operations limit for payments and securities transfers).
- 3.8. The Bank shall have the right to record the telephone calls indicated in the Conditions, as well as any Internet bank communication sessions and, if necessary, use the recordings as evidence of Operations conducted.

- 3.9. In addition to the Bank, third parties (including other Group companies) provide services to the Customer via the Internet bank. The Bank shall not be held responsible for the services of third parties.
- 3.10. The Customer and the User shall have the right to receive information on the Operations conducted via the Internet bank (including the Internet bank statements) and/or at the Bank's branch office.
- 3.11. The Customer or the User is obliged to immediately inform the Bank of any errors or disturbances in the use of the Internet bank, as well as unlawful Operations conducted from the Accounts.

#### **4. SERVICE CHARGES**

- 4.1. The Customer shall pay the Bank a service charge for the use of the Internet bank and the effecting of the Operations in accordance with the Bank's Price List.
- 4.2. The Bank shall have the right to debit from the Account any service charges payable by the Customer pursuant to the procedure provided by the payment services agreement and the General Conditions.

#### **5. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT**

- 5.1. The Agreement shall enter into force on the moment of its conclusion and shall be concluded without a term.
- 5.2. The amendment and termination of the Agreement shall be carried out on the basis of and pursuant to the procedure provided by the conditions of payment services agreement and the General Conditions.
- 5.3. The Agreement shall be automatically terminated upon termination of the payment services agreement concluded between the Bank and the Customer.
- 5.4. Termination of the Agreement shall have no bearing on the collection or satisfaction of financial claims that arouse prior to the termination of the Agreement.

#### **6. LIABILITY**

- 6.1. The Parties shall be held liable in accordance with the stipulations of the Conditions, General Conditions, conditions of payment services agreement, the relevant Service Conditions and the legal acts.
- 6.2. If an unauthorised payment in the meaning of the Law of Obligations Act has been made by using lost or stolen Security Elements, as well as in cases where Security Elements have been used in some other unjustified manner, and the Customer has failed to safeguard the Security Elements as required, the Customer shall be held responsible to the extent and pursuant to the procedure provided by the General Conditions.

#### **7. SETTLEMENT OF DISPUTES**

- 7.1. Any disputes between the Customer and the Bank shall be settled pursuant to the procedure provided by the General Conditions.
- 7.2. The Customer shall have the right to submit complaints to the Bank within 60 (sixty) days after the Operation, unless otherwise provided by the payment services agreement, the relevant Service Conditions or the Imperative Provisions. If submitted any later, the Bank shall have the right to disregard the complaint.