

# Standard Terms & Conditions of Bank Link Agreement

## 1. Definitions

The terms defined in the General Terms & Conditions of the Bank and in the Terms & Conditions of Settlement Agreement are used in these Terms & Conditions in addition to the terms defined below.

**Settlement Date** means a day when the Bank is open for the settlements necessary for executing a payment transaction. In general, a Settlement Date is any calendar day that is not a Saturday, Sunday, national or public holiday.

**Public Key** means a unique combination of symbols in the possession of a Party, the use of which in the transmission of information confirms the transmission of the information by that Party.

**Internet Bank** means an electronic service channel of the Bank that allows the Customer to use the Bank's services on the Internet.

**Merchant** means a legal entity or a sole trader (ST) with whom the Bank has entered into an agreement for the use of the Bank Link.

**Customer** means a person who wants to pay for a Merchant's Service through the Bank Link.

**Agreement** means the Bank Link Agreement entered into between the Merchant and the Bank.

**Payment Information** means the payee, amount and currency of the payment confirmed by the Merchant with the Secret Key and sent to the Bank, and other data required for making the payment, which the Bank sends to the Customer.

**Payment Response** means the information about the execution or non-execution of the payment order confirmed by the Bank with the Secret Key and sent to the Merchant. The detailed description of the Payment Response is set out in the Bank Link technical specification prepared by the Bank and sent to the Merchant.

**Point of Sale** means the Merchant's place of service, i.e. the website specified in the Agreement through which the Merchant provides the Customer with the Service or sells goods.

**Bank Link** means the link indicated at the Point of Sale and corresponding to the terms and conditions of the Agreement, which allows for a shortcut to the Internet Bank and through which the Customer can pay for the Service in such a manner that the Payment Response immediately reaches the Merchant.

**Bank** means Coop Pank AS, registry code 10237832.

**Party** (hereinafter referred to as jointly the Parties) means

the Bank and/or the Merchant.

**Query Information** means the Payment Information and/or the Payment Response.

**Secret Key** means a unique combination of symbols in the possession of a Party, the use of which in the transmission of information confirms the transmission of the information by that Party.

**Session** means the sequence of actions required for a Transaction.

**Certificate** means the public information of the Secret Key, which makes it possible to verify the owner of the Secret Key and the authenticity of the Query Information transmitted using the Secret Key.

**Service** means a service or goods provided by the Merchant to the Customer via the Point of Sale for which the Merchant is paid via the Bank Link.

**Service Fee** means the fee specified in the price list of the Bank, which the Merchant pays to the Bank when using the Bank Link.

**Transaction** means a sales transaction where the Customer pays the Merchant for the Service by a payment made via the Bank Link.

**Technical Specification of Bank Link** means the technical conditions established by the Bank for using the Service, which are published on the Bank's website.

**Bank's Website** means [www.cooppank.ee](http://www.cooppank.ee).

## 2. Obligations of Parties

### 2.1. The Bank shall:

2.1.1. enable the Customer to make payment(s) via the Bank Link on the basis of the Payment Information received from the Merchant;

2.1.2. send the Merchant the technical specification required for using the Bank Link and the Bank Link logo (incl. link) or a reference to the respective website where they are located;

2.1.3. notify the Merchant by e-mail of the date when the Merchant's Public Key for checking the Session specified in clauses 2.2.2 and 2.2.3 of these Terms & Conditions will enter into force;

2.1.4. disclose the data of the Public Key used by the Bank for checking the Session in the Technical Specification of Bank Link.

### 2.2. The Merchant shall:

2.2.1. have a current account in the Bank;

2.2.2. submit to the Bank's email address [pangalink@cooppank.ee](mailto:pangalink@cooppank.ee) the file of the Public Key of its Certificate with a digitally signed confirmation that it is the Public Key of the Merchant's Certificate;

2.2.3. In order to change the Public Key, submit to the Bank's email address pangalink@coopbank.ee the file of its new Public Key with a digitally signed confirmation that it is the Public Key of the Merchant's Certificate;

2.2.4. allow the Customer to pay for the Service via the Bank Link;

2.2.5. immediately accept the confirmation of execution of the Customer's payment order confirmed with the Secret Key of the Bank;

2.2.6. notify the Bank of any changes on the website of the Point of Sale or its area of activity in a format that can be reproduced in writing at least 10 Settlement Dates in advance;

2.2.7. execute the entire Transaction at the Point of Sale without diverting the Customer from the website of the Point of Sale to another website not specified in the Agreement or from the website of any other sales environment to the website of the Point of Sale;

2.2.8. not allow third parties to sell goods or services to the Customers at the Point of Sale, conclude transactions with the Customers via the Bank Link at the Point of Sale or allow third parties to use the Bank Link in any other manner;

2.2.9. not impose any restrictions on the Customer upon the conclusion of the Transaction without the prior written consent of the Bank;

2.2.10. submit, at the request of the Bank, all the documents related to the provision of the Service (incl. delivery of goods) and other documents that certify the conclusion of the Transaction;

2.2.11. display at the Point of Sale the insignia corresponding to the requirements of the Bank, which refers to the possibility to conclude a Transaction via the Bank Link;

2.2.11. display the instructions for concluding the Transaction to the Customer at the Point of Sale;

2.2.12. retain the source documentation of the Transaction within the term and in the manner prescribed in legislation;

2.2.13. change, within a reasonable time, but no later than within 10 Settlement Dates of the receipt of a respective notice from the Bank, the requirements and insignia established by the Bank for the Bank Link or the Bank's logo;

2.2.14. not assign or otherwise transfer the rights and obligations arising from the Agreement without the prior written consent of the Bank.

### 2.3. The Parties shall:

2.3.1. verify the Secret Key used for transmitting the Query Information upon the receipt of the Query Information, using the Certificate of the Party that sent the Query Information for verification;

2.3.2. not accept the Query Information if the verification of the Secret Key with the Certificate fails or the results of

the verification are negative;

2.3.3. maintain the strict confidentiality of its Secret Keys and take measures to avoid their possible misuse;

2.3.4. stop transmitting the Query Information if the Secret Key of a Party has become or may have become known to a third party;

2.3.5. immediately notify the other Party if:

2.3.5.1. more than half of the Query Information received in the last 24 hours cannot be verified or more than half of the results of the verification are negative;

2.3.5.2. the Secret Key of a Party has become or may have become known to a third party;

2.3.5.3. the Secret Key of a Party has been lost, destroyed or left the possession of the Party in any other manner;

2.3.5.4. a Party has become aware of circumstances that hinder or may hinder the performance of the Agreement, including the operation or security of information systems.

2.3.6. make every effort to ensure the security and the fault-free and uninterrupted operation of the information systems required for the performance of the Agreement, including in a manner that does not damage the information system of the other Party or cause other damage to the other Party. Upon the occurrence of a fault the respective Party must immediately start eliminating the fault and notify the other Party thereof and of its duration and, in the event of a fault hindering the transmission of the Query Information, also inform the Customers.

2.3.7. coordinate with the other Party any changes in the information systems required for the performance of the Agreement or their functioning as well as the maintenance thereof, notifying the other Party thereof within a reasonable advance notice period if the change or maintenance work of the information system used in the performance of the Agreement and controlled by the respective Party affects or hinders or may affect or hinder the performance of the Agreement;

2.3.8. provide the other Party with information required for the performance of the Agreement, except for information the disclosure of which is restricted by laws or other legislation;

2.3.9. immediately notify the other Party of any changes in the contact person and/or contact details as well as of any changes in the parameters of the Service or Internet Bank.

### 3. Service fee

3.1. The Merchant agrees to pay the Bank a service fee in accordance with the Bank's price list.

3.2. The Bank sends the Merchant a monthly report by email regarding the previous calendar month, which includes the calculation of the executed Transactions and their service fee. The service fee for executed Transactions is payable to the Bank on a monthly basis on the 10<sup>th</sup>

date of the calendar month following the month of calculation.

3.3. The Bank debits the service fee payable by the Merchant from the bank account of the Merchant specified in the Agreement without any additional orders from the Merchant. If there is not enough money in the Merchant's bank account specified in the Agreement on the due date for payment of the service fee, the Bank has the right to debit the missing amount from other bank accounts of the Merchant without any additional orders of the Merchant, by converting the currency on the basis of the exchange rate effective in the Bank, if necessary.

3.4. The Bank has the right to demand that the Merchant pay default interest at the rate of 0.1% of the overdue amount per day for overdue service fee.

## 4. Liability

4.1. The Bank is only liable for the execution of the Transaction(s) that comply with the terms and conditions of the Agreement and have been concluded through the Internet Bank.

4.2. The Bank is not liable for the accuracy of the data transmitted between the Customer and the Merchant.

4.3. The Bank does not guarantee that a payment is made to the Merchant if it is not possible to credit the current account of the Merchant due to any credit restriction. In such an event the Bank will return the amount of the payment to the Customer's current account.

4.4. The Merchant undertakes to resolve any and all disputes of the Customer related to the payment, incl. the Customer's reclaims regarding the payment. The Bank does not resolve any disputes between the Merchant and the Customer in connection with the provision of the Service.

4.5. If the Merchant is unable to prove to the Bank the delivery of goods or provision of another Service, the Bank has the right to consider the Transaction void and debit the amount of the payment made by the Customer from any bank account of the Merchant or withhold the amount of the payment made by the Customer from the amounts payable to the Merchant under the Agreement.

4.6. The Merchant submits all complaints about the payment to the Bank immediately, but no later than within one (1) month of the conclusion of the Transaction.

## 5. Confidentiality

5.1. The Parties undertake to ensure the confidentiality of the Agreement and take all measures to avoid the information related to the Agreement becoming available to third parties.

5.2. The Parties are entitled to disclose information about the Agreement and the other Party:

a) to the third parties who are entitled to receive information under applicable law;

b) to any person belonging to the same group as the Party and their employees (in the course of performance of their duties) for the purpose of prevention of money laundering, risk management, prevention, making offers and reporting;

c) to persons related to the provision of financial services (providers of telecommunications, printing and postal services) in connection with the provision of financial services;

d) to auditors (in the course of performance of their duties) or to other persons who are obliged to maintain confidentiality under an agreement or legislation.

5.3. Upon the expiry of the Agreement, the Merchant is required to destroy, at the request of the Bank, the confidential data that have become known to the Merchant in connection with entry into the Agreement and the use of the Bank Link.

## 6. Force majeure

6.1. The performance of the obligations of the Parties will be suspended for the period during which it is hindered by Force majeure or any other event that the Parties did not and could not foresee.

6.2. Upon the occurrence of circumstances of Force majeure, the Parties must also make every effort to protect the interests of the other Party and take immediate measures to eliminate the obstruction.

## 7. Term, amendment and termination of Agreement

7.1. The Agreement enters into force on the date the Merchant's Public Key becomes effective in accordance with clause 2.1.3 of these Terms & Conditions and has been entered into for an unspecified term.

7.2. The Bank has the right to unilaterally amend the Standard Terms & Conditions of the Agreement and the Technical Specification of Bank Link by disclosing the amendments in full at least one (1) month before their entry into force at the Bank's branches, on the Bank's website or via another electronic channel. If the Merchant has not cancelled the Agreement within the term specified in this clause, it will be deemed that the Merchant has agreed to the amendments. If the Merchant does not agree to the amendments, the Merchant has the right to cancel the Agreement immediately and free of charge before the amendments enter into force.

7.3. Either Party may terminate the Agreement unilaterally by notifying the other Party thereof in a format that can be reproduced in writing at least one (1) month in advance.

7.4. The Bank may suspend the performance of the Agreement or cancel the Agreement without adhering to the notice period if:

7.4.1. the Merchant breaches the Agreement, including

the conclusion of Transactions does not comply with the requirements established by the Bank;

7.4.2. the Merchant has overdue arrears before the Bank with regard to the service fee of at least three (3) months;

7.4.3. the Merchant becomes insolvent;

7.4.4. no Transactions have been concluded on the basis of the Agreement for at least six (6) months;

7.4.5. the Merchant has submitted incorrect information to the Bank;

7.4.6. there are other grounds specified in the General Terms & Conditions of the Bank for suspension of the performance of the Agreement or cancellation of the Agreement.

7.5. The Agreement will be deemed automatically terminated if the Merchant has been deleted from the Commercial Register or if the Bank becomes aware of the death of the Merchant who acted as an ST.

7.6. Upon the suspension of the Agreement, the Bank will suspend the performance of its obligations under the Agreement. The Bank will continue to perform its obligations under the Agreement once the grounds for suspension of the Agreement have ceased to exist.

7.7. The expiry of the Agreement does not affect the performance of the obligations that have arisen before the expiry of the Agreement.

7.8. Upon the expiry of the Agreement, the Bank will not refund the service fee paid by the Merchant to the Bank.

7.9. Upon the expiry of the Agreement, the Merchant immediately removes the reference to the Bank Link from the Point of Sale and no longer uses the insignia and design related to the Bank Link.

## 8. Other Terms & Conditions

8.1. The General Terms & Conditions of the Bank, the price list, the settlement agreement and the privacy policy, which are available on the Bank's website, are applied in matters not regulated by the Agreement. In the event of any conflicts between the General Terms & Conditions of the Bank, the price list, the settlement agreement, the privacy policy and the terms and conditions provided for in the Agreement, the provisions of the Agreement will apply.

8.2. By entry into the Agreement, the Parties deem that any other agreements on the basis of which the Bank Link was used at the same Point of Sale have expired as of the moment of entry into force of the Agreement.