## Terms & conditions of banking plans for private clients

In addition to the terms defined below, the terms defined in the General Terms & Conditions of the bank are also used in these Terms & Conditions.

- 1. These Terms & Conditions of Banking Plans apply to all banking plans offered by Coop Pank AS (hereinafter the Bank) to clients who are natural persons (hereinafter the Client) as of 2 October 2017. A banking plan is a set of products and services offered by the Bank for a certain monthly fee (hereinafter the Plan). The list of the products and services included in the Plan with the prices of the relevant products and services is given on the Bank's website at <a href="https://www.cooppank.ee">www.cooppank.ee</a> and it is also accessible at the branches of the Bank.
- **2.** The monthly fee for the Plan and the other fees related to the Plan (e.g. the termination fee) are defined in the price list of the Bank.
- **3.** The fees related to the Plan are applied, *inter alia*, on the basis of the following principles:
- **3.1.** if the price of the Plan offered to the Client is related to the age of the Client, the Bank will apply the monthly fee established for the new age as of the first day of the month when the Client has their birthday (irrespective of the date when the age of the Client changed);
- **3.2.** If the fee related to the Plan is subject to payment to the Bank on a monthly basis, the respective fee will be applied as a total amount to all users of the respective service (e.g. the monthly fee for a bankcard covers all bankcards related to the Client's bank account);
- **3.3.** If the fee related to the Plan is subject to payment to the Bank on transaction basis, the respective fee will be applied only to the transaction made by the Client themselves (e.g. the fee related to the Plan is subject to payment for the transactions made with the bankcard issued on behalf of the Client and the service fee set out in the ordinary price list of the Bank is subject to payment for transactions made with a bankcard linked to the Client's current account, but issued in the name of another person);
- **3.4.** If a maximum limit has been established for the application of the interest rate of a current account, the total balances of all the current accounts of the Client are taken into account upon the calculation of the maximum limit:
- **3.5.** the interest related to the Plan is transferred to the Client's current account once a calendar month. Interest calculated over a month that is less than €0.05 is not paid out to the Client or transferred into the next month.

- **4.** The Client submits an application for selecting a Plan in order to start using a Plan. The Plan will become effective as of the banking day following the submission of the application on the condition that the Client does not have any debts to the Bank. The duration of the Plan is indefinite. The fee for joining the Plan must be paid after a Plan is selected, which the Bank will debit from the Client's bank account not later than on the 10th date of the calendar month following the calendar month when the Plan becomes effective. The Client does not pay the monthly fee to the Bank for the month when they started using the Plan.
- **5.** Among others, the Client will define the current account from which the Bank will start debiting the monthly fee in the application. The Bank will debit the monthly fee of the Plan for the current month from the Client's current account on the 10th date of the subsequent calendar month on the condition that the Client has used the current account during the previous calendar month (i.e. the current account has been used for any kind of transaction(s), such as receipt of money, transfer of money, cash withdrawal, performance of obligations to the Bank, incl. payment of service fees to the Bank, excluding payment of fees related to the Plan to the Bank, also receipt of interest on a deposit or current account).
- **6.** The Client is obliged to ensure that there are sufficient funds in the current account for payment of the fees related to the Plan. If the funds in the Client's current account are not sufficient for payment of the amounts due, the Bank has the right to debit the amounts due from any other account of the Client in the Bank. In the case of delays in payment, the Bank will calculate default interest according to the price liet
- **7.** If use of the Plan is terminated (hereinafter Plan Termination) in the middle of a calendar month, the Bank has the right to receive the monthly fee for said month in proportion to the number of days when the Plan was effective irrespective of the reasons for the Plan's Termination.
- **8.** The Client can change the account from which the monthly fee is debited according to the application or select the same or a new Plan upon the Plan's Termination only by submitting a new application.
- **9.** The Plan can be changed once in a calendar month on the condition that the Client does not have any debts to the Bank. The new Plan enters into force as of the calendar month following the submission of the relevant application, unless otherwise agreed.
- **10.** The Client has the right to terminate the Plan at any time by submitting the relevant application to the Bank at a branch of the Bank or in the Internet Bank. The Plan is terminated as of the calendar month following the submission of the relevant application.
- **11.1** If the Client changes the Plan for another Plan offered by the Bank, the Plan and the benefits arising therefrom will end as of the moment the new Plan enters into force.

- **11.2** In order to change the Plan for another Plan, the Client submits the relevant application on the form established by the Bank.
- **12**. The Plan will expire:
- 12.1 at the initiative of the Client;
- **12.2** when the Bank is informed that the Client has died:
- **12.3** when the current account of the Client is closed; **12.4** at the initiative of the Bank:
- **12.4.1** without advance notice if the Client has a debt arising from the Plan to the Bank, which has been outstanding for more than two (2) months, by informing about this in the manner specified in the General Terms and Conditions of the Bank;
- **12.4.2** for any reason whatsoever by notifying the Client about the termination of the Plan in the manner specified in the General Terms and Conditions of the Bank at least two (2) months in advance
- **12.5.** If the Plan is terminated within the fist six (6) months of the validity of the Plan, the fee for termination of the Plan will be subject to payment to the Bank according to the price list of the Bank and the Bank will debit the fee from the current account of the Client on the day the Plan expires.
- **12.6.** The Bank will not refund the fee for joining the Plan to the Client upon the Plan's Termination.
- **13.** The ordinary price list of the Bank will apply to the Client from the moment of the Plan's Termination.
- **14.** The Bank has the right to amend the Terms and Conditions of the Plan at any time (incl. the set of products and services included in the Plan and the prices) by notifying the Client thereof pursuant to the procedure provided for in the General Terms and Conditions of the Bank.
- **15.** The General Terms and Conditions of the Bank and the Terms and Conditions of the Settlement Agreement are also applied to the relations between the Client and the Bank. The Terms and Conditions of the Plan prevail in the case of a conflict.
- **16.** Any claims and complaints of the Client will be resolved according to the provisions of the Settlement Agreement and the General Terms and Conditions of the Bank.
- **17.** The Bank is supervised by the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn, telephone: 6 680 500, e-mail: <a href="info@fi.ee">info@fi.ee</a>, website: <a href="www.fi.ee">www.fi.ee</a>) and the Consumer Protection and Technical Regulatory Authority (address: Pronksi 12, 10117 Tallinn, e-mail: <a href="info@ttja.ee">info@ttja.ee</a>, telephone: 6 201 707, website: <a href="www.ttja.ee">www.ttja.ee</a>).