

Standard Terms and Conditions of the Coop Debit Card

Terms and definitions

In addition to the terms and definitions below, the terms and conditions refer to the terms and definitions in the general terms and conditions of the bank and in the terms and conditions of the settlement agreement.

Coop Keskühistu means Coop Eesti Keskühistu (Suur-Sõjamäe 70, Soodevahe Village, Rae Rural Municipality, Harju County 75322, registration number 10093971).

Coop Eesti means Coop Keskühistu and its member associations. The contact details of Coop Eesti are available on the website of Coop Keskühistu at www.coop.ee.

Coop Loyalty Programme means the shared loyalty programme of the companies and cooperation partners of Coop Eesti, whose terms and conditions are available on the website of Coop Keskühistu at www.coop.ee.

Private client means a natural person who is a client of the bank and who makes transactions unrelated to independent professional or economic activities.

Card holder means a person to whom the bank has issued a card.

Card means an electronic payment instrument owned by the bank, which the card holder can use to perform operations pursuant to the procedure specified by the bank. The card may be digitalised by being linked to a smart device. The bank issues the card in cooperation with Coop Keskühistu and it can also be used as Coop Estonia loyalty card and is governed by the terms and conditions of the Coop Loyalty Programme.

Use limits means limit amounts within which the card holder is entitled to perform operations during the period agreed in the agreement.

Account means the client's current account in the bank linked to the card.

Account holder means a client of the bank for whom the bank has opened an account to which a card is linked.

Agreement means a Coop debit card agreement concluded between the bank, the account holder and Coop Keskühistu, an integral part of which shall include these standard terms and conditions of the Coop debit card agreement.

Bank means Coop Pank AS.

Card Centre of Banks means Nets Estonia AS.

International card organisation means MasterCard Worldwide.

Terminal means an automated teller machine, a payment

terminal or another system (including an online environment or a cash register system), compliant with the requirements of the bank, through which the card holder is able to perform operations.

Terms and conditions means these standard terms and conditions of the Coop debit card.

Operation means the use of funds in an account through a terminal by means of a card for withdrawing or depositing cash, paying for goods or services, obtaining information or other operations related to the card.

PIN means a personal and secret identification number provided by the bank to the card holder, by means of which the bank identifies the card holder.

Contactless payment means an operation performed by waving the card (incl. digitalised card) over the terminal without inserting the card in the terminal.

Business client means a sole proprietor or a legal entity who is a client of the bank.

1. General provisions

1.1. The agreement shall govern the rights and obligations between the bank, Coop Keskühistu and the account holder when using services provided by the bank, Coop Keskühistu and third parties by means of a card issued by the bank.

1.2. The terms and conditions of the agreement shall become binding on the card holder, who is not the account holder, from the moment the card is issued to the card holder.

1.3. In issues not regulated by the agreement, the parties will proceed from, in addition to the terms and conditions, by the general terms and conditions of the bank and the terms and conditions of the settlement agreement, including any other documents cited therein, and the terms and conditions of the Coop Loyalty Programme set by Coop Keskühistu (hereinafter: the terms and conditions of the Coop Loyalty Programme). The terms and conditions of the Coop Loyalty Programme are available on the website of Coop Keskühistu at www.coop.ee. By concluding the agreement, the account holder certifies that they have reviewed all of the above terms and conditions and are aware of and consents to the parties' rights and obligations arising therefrom.

2. Operations and limits

2.1. The card and the PIN are personal, and only the card holder shall be entitled to perform operations with the card. If the account holder and the card holder are different persons, the account holder shall provide the card holder for their review with the agreement (including its terms and conditions and the terms and conditions of the Coop Loyalty Programme), the general terms and conditions of the bank and any other relevant terms and conditions of service and shall be responsible for the card holder's compliance therewith.

2.2. Before the card is used for the first time, the account holder shall activate the card in accordance with the provisions in clause 3.5.

2.3. If the account holder and the card holder are different persons, the account holder shall be obliged to give the card and the unopened PIN with any additional instructions on the use of the card and the PIN to the card holder.

2.4. The account holder shall be entitled to apply for a change to the card use limits, by submitting a relevant application according to the procedure and on the conditions determined by the bank.

2.5. To provide services related to a card, the bank and Coop Keskühistu shall be entitled to cooperate with third parties (e.g. other credit institutions, the companies of Coop Eesti, international card organisations, the Card Centre of Banks, print and postal service providers or the like), whom they may provide information concerning the account holder and the card holder, including their personal data, as part of this cooperation.

2.6. The bank and/or Coop Keskühistu shall be entitled to provide the card holder with additional services or benefits related to the card or to terminate the provision of such additional services or benefits without the prior consent of the account holder or card holder. The above persons shall be entitled to establish service fees for any such services or benefits according to the price list of the bank and/or the terms and conditions of the Coop Loyalty Programme.

2.7. To assure the security of the use of the card, the bank shall be entitled to set maximum limits for the card, incl. depending on the security elements used for performing an operation, and to unilaterally reduce the use limits specified by the account holder in the agreement.

2.8. If the card holder uses the card as the Coop Eesti loyalty card, the card is subject to all the terms and conditions of the Coop Loyalty Programme.

3. Validity of the card and issuing of a new card

3.1. When a card is issued, the card holder shall be provided with personal security elements of the card (PIN), which shall be regarded as the signature of the card holder when operations are performed.

3.2. The card holder shall confirm their receipt of the card and compliance with the agreement by their handwritten signature on the form concerning the issuing of the card or in another format accepted by the bank.

3.3. If the card holder does not accept the card from the bank within 3 (three) months of entering into the agreement, the card shall be destroyed and the agreement shall be deemed to have expired. In this case, any expenses incurred by the bank in order to issue the card shall be debited to the account according to the bank's price list.

3.4. The bank shall be entitled to forward a card that has not been activated and the PIN to the account holder and/or card holder by post at the address that the account

holder has provided to the bank. Upon receipt of the card, the account holder and/or the card holder shall be obliged to ensure that the envelope for neither the card nor the security elements of the card has been opened or damaged.

3.5. The account holder and/or the card holder can activate a card at the branches of the bank, via the Internet Bank, at the stores of Coop Eesti that provide the relevant service (the list is available on the bank's website at www.coopbank.ee) or in another manner accepted by the bank.

3.6. The card shall be valid until the last day of the month (inclusive) indicated on the card. The validity of the card shall expire before the time limit indicated on the card if the agreement is terminated prematurely by agreement between the parties or is cancelled by either party to the agreement. In this case, the card will become invalid on the date of the expiry of the agreement. The validity of the card shall expire immediately if the card becomes physically unusable.

3.7. The card holder shall be obliged to return a card that is invalid or otherwise unusable to the bank immediately. The use of a damaged card is prohibited.

3.8. Upon expiry of the term of the card, the bank shall issue a new card. If the account holder and/or card holder do not wish for a new card to be issued, they shall notify the bank of this at least 60 (sixty) days before the expiry of the term of the card.

3.9. If an expired card was digitalised, then the new or replacement card must be digitalised again by linking it to a smart device.

3.10. The bank shall be entitled to refuse to issue a new or replacement card if the account holder and/or card holder has breached an obligation under the agreement.

4. Assurance of the security of the card

4.1. The card holder is obliged to diligently retain their possession of the card, the linked smart device and the card details and security elements in order to prevent them from coming into the possession of third parties, except when handing the card over to the person who processes the card for making a payment.

4.2. The card holder shall be prohibited from copying the card or modifying it in any manner.

4.3. The card holder shall be obliged to remember the PIN, maintain its strict secrecy, not divulging it to anyone else, and not record it in a form that enables it to be recognised by third parties, including on the card or any other item. The card holder shall be obliged to destroy the PIN envelope and the contents thereof immediately after opening it.

4.4. When entering the PIN into a terminal, the card holder shall ensure that no unauthorised person can see the PIN entered.

4.5. The card holder shall be obliged to protect the card against high temperatures, mechanical damage and

strong electromagnetic fields or other similar harmful effects.

4.6. The card holder must protect the smart device linked to the card with a security code or other security measures and take due care of the smart device and its security measures, taking all necessary steps to maintain the secrecy of the security measures.

4.7. In the event of the loss or theft of the card or the linked smart device, also in any other instance where the possibility of the use of the card by third parties may be presumed, including when there is reason to presume that the PIN or other security elements or the security measures of the smart device linked to the card may have become known to third parties, the card holder and/or account holder shall notify the bank of this immediately in order for the use of the card to be suspended (blocking request).

4.8. The bank shall enable the card holder and the account holder to submit a blocking request at the branches of the bank during their opening hours, via the Internet Bank and on the telephone numbers indicated in the agreement and on the card round the clock.

4.9. Upon receiving a request to block the card, the bank shall take all reasonable measures available to it in order to stop any further use of the card. The bank shall not be liable for any loss or damage that may result from the blocking of the use of the card based on an incorrect blocking request.

4.10. For security reasons, the bank shall be entitled to block the use of the card temporarily or to close the card, notifying the account holder or the card holder thereof. In addition to the above, the bank shall be entitled to block the card if:

4.10.1. the account holder or the card holder has breached their obligations towards the bank under the agreement (including where the card holder has a debt towards the bank);

4.10.2. the card holder enters the PIN incorrectly multiple times (at least 3 times), in which case the bank or the person processing the card shall be entitled to also seize the card physically;

4.10.3. based on facts that have come to its knowledge, the bank has come to suspect that the card or the linked smart device is being used by a third party;

4.10.4. the bank has come to suspect that the card or the linked smart device is being used fraudulently or without the consent of the account holder;

4.10.5. out of other considerations to assure the security of the card.

4.11. Where possible, the bank shall notify the account holder about the blocking of the card and the reasons therefor immediately after the card has been blocked.

4.12. If the card has been blocked based on a blocking request received from the account holder or the card holder, the bank may unblock it only based on an application from the account holder or the card holder.

4.13. The bank shall unblock the card or issue a new card once the reasons for blocking have ceased.

5. Use of the card

5.1. The card holder may perform operations, in Estonia, at any payment terminals (hereinafter POS) and automated teller machines (hereinafter ATM) that have subscribed to the Card Centre of Banks and, worldwide, at any POSs and ATMs bearing the MasterCard logo and at e-commerce sites by adhering to the relevant instructions.

5.2. In addition to what has been specified in clause 5.1., the card can be used to deposit or withdraw cash at the POSs of Coop Eesti stores. A Coop Eesti store may introduce restrictions in relation to cash deposits into or cash withdrawals from the POS by means of the card at the relevant store (e.g. the cash register does not have a sufficient quantity of cash). The operations specified in this clause can only be performed at the Coop Eesti stores that use the POSs that make such transactions possible.

5.3. In the event of the use of the card as the Coop Eesti loyalty card, the client receives discounts and accumulates bonus points according to the terms and conditions of the Coop Loyalty Programme.

5.4. When performing operations, the card holder shall be obliged to observe and follow all the instructions and warnings of the bank, including any instructions and warnings provided by a person entitled to process the card or via a device.

5.5. The card holder shall authorise every operation either by handwritten signature or by entering the PIN or, in case of contactless payment, by waving the card (incl. the digitalised card) over the terminal or by authorising the operation in another manner accepted by the bank. On an e-commerce site, the card holder shall authorise the operation by entering the information required by the e-commerce site, which includes, for example, the card number, the expiry date of the card, the name of the card holder, the card verification value, the login and password of the Internet Bank of the card holder's bank etc. In the case of operations with pre-authorisation, the card holder authorises the transaction by forwarding the card details to the service provider. Provision of consent by the card holder in the said manner shall be considered authorisation for the payment transaction. If authorisation is done by provision of a signature, the card holder may sign only one receipt per operation. The bank recommends the preservation of receipts for the verification of operations.

5.6. The card holder shall be obliged to present their personal identity document to a person authorised to process the card at the latter's request and consent to the recording of its details and, if requested to, sign a receipt.

5.7. In the event of doubt as to the identity of the card holder, the person entitled to process the card shall be entitled to refuse to accept the card or to perform an operation.

5.8. The bank shall be entitled to presume that all operations performed with the card have been performed by

the card holder except where the card holder or account holder has previously submitted to the bank a blocking request.

5.9. The bank shall be entitled to not execute a payment order forwarded by the card holder if:

5.9.1 the account has been blocked or frozen;

5.9.2. the card has been blocked or is invalid;

5.9.3. the amount of the payment order exceeds the unused part of the use limit;

5.9.4. there are insufficient funds in the account to execute the payment order or pay the service fees;

5.9.5 on any other grounds as provided by law.

5.10. The account holder and/or the card holder shall be provided with information about the refusal to execute the payment order and the reasons therefor immediately at the point of sale or by means of the device enabling the use of the card.

5.11. The account holder and the card holder can obtain information about operations in a format reproducible in writing in accordance with the terms and conditions of the settlement agreement of the bank.

6. Debiting of the account, service fees

6.1. The bank shall be entitled to debit the account for any amounts of operations performed with the card or any service fees or other costs related to the use of the card or any penalty amounts in accordance with the bank's price list. In addition to the fees specified on the price list, the bank shall be entitled to debit the account also for any additional fees charged by international card organisations for operations performed in a foreign state.

6.2. In the case of an amount withdrawn from an ATM in the Republic of Estonia, the account shall be debited immediately for the transaction amount and the service fee.

6.3. In the case of transactions performed using POSs or ATMs in a foreign state or via an e-commerce site, the transaction amount and the service fee shall be reserved on the account immediately, and the account shall be debited for the said amounts after the arrival of the relevant transaction confirmation to the bank.

6.4. Requests for operations performed in foreign currencies shall be received by the bank from international card organisations as converted into euros at the exchange rates determined by them. The bank shall be entitled to charge service fees for operations performed in foreign currencies according to what is set out on the price list.

6.5. The bank shall debit the account for the card monthly fee on the last day of every month according to the bank's price list. The card's monthly fee shall be calculated until the expiry of the agreement, i.e. also for any period during which the card has been blocked.

6.6. The account holder shall be obliged to ensure that there are enough funds in the account for payment for

operations or services used or for any other payments under the agreement.

6.7. If there are insufficient funds in the account for the payment of the amounts payable, the bank shall be entitled to use one or several of the following options:

6.7.1. calculate interest on the outstanding amount at the rate stipulated on the price list of the bank until the full payment of the said amounts;

6.7.2. debit the account holder's any other account at the bank for the arrears;

6.7.3. implement other measures under law.

7. Liability

7.1. The account holder and the card holder shall be liable to the bank for the performance of all their obligations under the agreement. Where loss or damage has resulted from an act or omission of the card holder, the account holder, too, shall be jointly and severally liable for the loss or damage caused by the card holder.

7.2. The card holder shall not use the card for any unlawful activities or in a manner that may cause loss or damage to the bank or a third party.

7.3. The account holder and the card holder shall bear the risk of the theft or loss of the card and/or PIN code until the forwarding of the blocking request stipulated in clause 4.7. in the manner specified in clause 4.8. and shall be liable for any loss or damage to the maximum amount of 50.00 euros per card (limit of deductible).

7.4. The limit of deductible shall not apply in the case of business clients or if the account holder and/or card holder has breached the agreement deliberately or due to gross negligence or if fraud by the account holder and/or card holder is involved.

7.5. The bank shall be liable for the performance of its obligations under the agreement according to law.

7.6. The bank shall not be liable for the quality of goods or services paid for with the card, for a refusal of acceptance for performing an operation with the card or for any loss or damage that results from the blocking of the card based on an incorrect blocking request or from any other circumstances beyond the control of the bank (e.g. data communications disruption or ATM faults, including absence of cash in an ATM).

7.7. If the card holder uses the card in contravention of the terms and conditions agreed in the agreement, the card holder and the account holder shall be jointly and severally obliged to pay the bank a contractual penalty according to the bank's price list.

7.8. Coop Keskühistu assumes sole liability, in accordance with the provisions of the terms and conditions of the Coop Loyalty Programme, to the account holder or the card holder for all of the rights of the account holder and/or the cardholder arising from the Coop Loyalty Programme and for performance of the obligations of Coop Keskühistu. The bank cannot be held liable for Coop

Keskühistu under any circumstances if Coop Keskühistu fails to perform the obligations arising from the terms and conditions of the Coop Loyalty Programme or if the account holder or the card holder is removed from the Coop Loyalty Programme or if it is not possible to use the card as a loyalty card of Coop Keskühistu or if the terms and conditions of the Coop Loyalty Programme do not apply to the card..

7.9. The bank alone shall be responsible for the rights under all the terms and conditions, the bank's general terms and conditions, the terms and conditions of the payment settlement agreement, including any other documents referred to in these terms and conditions, or resulting from the use of the card (unless linked to the Coop Loyalty Programme) (including enabling them to be used) and for the fulfilment of the bank's obligations. Coop Keskühistu shall, under no circumstances, be held liable for the actions of the bank, if the bank fails to meet its obligations under the above documents or if the account holder or the card holder is unable to use the card (except for the privileges under the Coop Loyalty Programme) or if the bank refuses to issue a new card, etc.

8. Disputing an operation

8.1. The account holder and/or the card holder shall be obliged to verify the information on the receipt for the operation performed with the card and on the card account statement.

8.2. An account holder and/or the card holder who is a private client shall undertake to notify the bank of an unauthorised or incorrectly executed payment order immediately after becoming aware of it but not later than within 13 (thirteen) months of debiting the account.

8.3. An account holder who is a business client shall submit to the bank a complaint within one (1) month of debiting the account.

8.4. If the account holder or the card holder has authorised a card payment without knowing the exact amount, the bank shall not be liable for the amount payable on the card payment. In this case, the account holder has the right to submit a complaint or a refund claim in the amount of the card payment directly to the payee of the card payment instead of the bank.

8.5. The account holder will waive all of the claims against third parties, which are related to the amounts compensated by the bank to the account holder on the basis of the agreement, to the bank in full.

9. Validity, amendment and termination of the agreement

9.1. The agreement shall take effect from the moment it is entered into and has been made for an unspecified term.

9.2. The bank shall be entitled to unilaterally amend the terms and conditions of the agreement by publishing any amendments in full, at least 2 (two) months before the amendments take effect, in the bank's branches, on the

bank's website or via another electronic channel.

9.3. If the account holder has not cancelled the agreement within the time limit specified in clause 9.2., they shall be deemed to have accepted the amendments. If the account holder does not accept the amendments, they shall be entitled to immediately cancel the agreement before the amendments take effect free of charge.

9.4. The account holder shall be entitled to cancel the agreement unilaterally at any time by notifying the bank thereof at least 1 (one) month in advance.

9.5. The bank shall be entitled to cancel the agreement unilaterally at any time by providing notification thereof to the account holder who is a private client at least two (2) months in advance and to the account holder who is a business client at least one (1) month in advance.

9.6. The bank shall be entitled to cancel the agreement immediately without advance notification (also to close the card) in the following instances:

9.6.1. in the instance specified in clause 3.3. of the agreement;

9.6.2. the card issued under the agreement has been blocked for at least 30 (thirty) consecutive days;

9.6.3. the account is closed;

9.6.4. the account holder has had a debt towards the bank for at least 3 (three) consecutive months;

9.6.5. the card expires and the client and/or the card holder fails to accept a new card from the bank (or to activate the new card) within the time limit set out in clause 3.3 of the agreement.

9.7. In addition to the instances specified in the terms and conditions, the bank shall be entitled to cancel the agreement immediately without notice in the instances set out in the settlement agreement, the general terms and conditions of the bank or by law.

9.8. In the event of the cancellation of the agreement by the bank or the account holder, the agreement is deemed to have expired with respect to all the parties. If the account holder is removed from the Coop Loyalty Programme at the account holder's own request or on the initiative of Coop Keskühistu, the card shall remain valid without the functionality of the Coop Loyalty Programme.

9.9. Expiry of the agreement shall have no bearing on the collection or satisfaction of financial claims that arose prior to expiry of the agreement.

10. Final provisions

10.1. The parties shall be obliged to not disclose any information related to the agreement or performance thereof to any third parties except where this proves necessary under circumstances related to the card or an operation or where the right or obligation to disclose is provided by the agreement or law.

10.2. The bank shall be entitled to disclose information related to the agreement and performance thereof to third

parties with the consent of the account holder and the card holder or in instances set out in the general terms and conditions of the bank.

10.3. Coop Eesti shall be entitled to disclose information about operations, the card, the account holder and the card holder to third parties whose right to receive information arises from the terms and conditions of the Coop Loyalty Programme or law.

10.4. Any claims, grievances or complaints of the account holder and/or the card holder shall be resolved according to the provisions in the settlement agreement and the general terms and conditions of the bank.

10.5. Any complaints or disputes arising from the use of the card as the Coop Eesti loyalty card shall be resolved between the account holder and/or the card holder and Coop Keskühistu.

The account holder and the card holder hereby represent and warrant that they have reviewed, accept and undertake to adhere to the terms and conditions of the agreement, the terms and conditions of the settlement agreement, the general terms and conditions of the bank and the terms and conditions of the Coop Loyalty Programme and any other documents cited therein.