

General terms and conditions of Coop Pank Gateway agreement

1. Definitions

1.1 **Automatic Account Statement** means the account statement (xml camt.053) for the previous banking day prepared by the Bank in respect of the bank accounts specified in clause 2.1 of the General Terms and Conditions.

1.2 **Public Key** means a sequence of symbols that makes it possible to digitally validate the Certificate holder.

1.3 **Gateway** means the program interface between the Client's software and the Bank's systems, which allows the Client to use the Services via the Client's software.

1.4 **Technical Specification of Gateway** means the technical specification established by the Bank for using the Service, which are a part of the Agreement and published on the Bank's website.

1.5 **Debit Credit Notification** means real-time notification of the debiting (payouts) and crediting (receipts) of current accounts (xml camt.054) as specified in clause 2.1 of the Special Terms and Conditions.

1.6 **Client** means a legal entity who has entered into the Agreement with the Bank and to whose account(s) the Services are linked.

1.7 **Request Account Report** means the bank account queries (xml camt.060/053) as set out in clause 2.1 of the Special Terms and Conditions for the period selected by the Client, the query transactions and balances (xml camt.060/052).

1.8 **Agreement** means the Gateway Agreement to be entered into between the Parties, consisting of the Special and Conditions and these General Terms and Conditions, the Technical Specification of Gateway and any annexes and amendments thereto.

1.9 **Payments** means transmission of a payment order by the Client to the Bank and sending of response(s) by the Bank to the Client regarding the processing status of the payment.

1.10 **Operator** means a legal entity that has entered into the Agreement with the Bank and whose Service provision channel (Client's solution) is used by one or more of the Bank's Gateway Clients in addition to the Operator.

1.11 **Bank** means Coop Pank AS.

1.12 **Party or Parties** means the Bank and the Client, separately or together, as applicable.

1.13 **Private Key** means a sequence of symbols used by the Certificate holder to create a digital confirmation or

digital signature, which known only to the Certificate holder.

1.14 **Special Terms and Conditions** means the principal terms and conditions that form part of the Agreement between the Parties.

1.15 **Certificate** means an electronic certificate issued by a certification service provider accepted by the Bank (e.g. SK ID Solutions AS, registration code 10747013) or by the Bank, by means of which the Client's Software can establish connection with the Bank. As an exception, the Operator must only use the Certificate issued by SK ID Solutions AS.

1.16 **Services** means the services selected in clause 2.1 of the Special Terms and Conditions of the Agreement, which the Client can access through Gateway under the Agreement.

1.17 **General Terms and Conditions** means these General Terms and Conditions of the Agreement, which are part of the Agreement and are available on the Bank's website www.cooppank.ee.

2. General Provisions

The Agreement regulates the terms and conditions for the provision of the Service.

3. Use of the Service

3.1. The Service is used under the terms and conditions applicable to the respective Service.

3.2. The Client is responsible for the functioning and content of the Client's software as well as for the quality of the Services through the software. The Client undertakes to perform, at its own expense, the necessary development work in the software used by the Client, which would ensure a secure and functioning connection to Gateway, taking into account the Technical Specification of Gateway.

3.3. The Client is obliged to notify the Bank in writing at least 15 banking days in advance of any change in the Client's software required to use the Service.

3.4. The Bank reserves the right to add, change or discontinue the provision of the Services offered through Gateway at any time. The Bank is required to notify the Client of any changes in the technical specification of the Services and/or Gateway at least 1 (one) month in advance.

3.5. The following conditions apply to the Service that is a payment:

3.5.1. the limits agreed in the Internet Bank Agreement between the Bank and the Client/User shall apply when making payments;

3.5.2. the Client can confirm the order of the Payment that is the Service by signing it digitally. The Bank forwards the digitally unsigned Payments submitted to the Bank via

Gateway to the Internet Bank for confirmation by the Client.

3.6. The Bank reserves the right to limit the scope of the bank account query that is the Service.

3.7. The Bank has the right to limit or suspend the provision of the Service if the use of the Service does not comply with the Agreement and/or the requirements set by the Bank or the Public Key is not secure in the Bank's opinion.

3.8. The Operator has the right to change the composition of the Services offered to other clients of the Bank through its solution by notifying the Bank in writing at least 2 (two) months in advance.

3.9. Irrespective of the Services selected by the Client in clause 2.1 of the Special Terms and Conditions, the Bank will only offer the Client only those Services that can be provided through the service channel selected by the Customer in clause 2.2 of the Special Terms and Conditions.

3.10. If the Client has prohibited the Bank from providing its Service provision channel to third parties in clause 2.3 of the Special Terms and Conditions, the Client may, by way of exception, allow the use of its Service provision channel by the legal entities specified by the Client to the Bank.

4. Technical Requirements of Gateway

4.1. All orders and confirmations between the Parties in connection with the use of the Service must comply with the Technical Specification of Gateway established by the Bank.

4.2. The Bank will provide the Client with the necessary access to use the Service, provided that the Client complies with the procedures for use of the Service agreed in the Agreement.

4.3. The Bank shall ensure the use of the Service through Gateway via the IP address specified in clause 2.2 of the Special Terms and Conditions of the Agreement. The Client is required to notify the Bank of the wish to change its IP address, notifying the Bank of the new IP address. The Bank will inform the Client of the start date of the use of the Service via the new IP address. As of that date, the IP address under the Agreement shall be deemed to have been automatically changed without a separate amendment to the Agreement.

4.4. The Bank does not guarantee that the Service cannot be accessed from an IP address not specified in the Agreement. The Bank shall not be liable for any access to the Service from an IP address not specified in the Agreement.

4.5. Each Party undertakes to notify the other Party as soon as possible of any circumstances that have caused or may cause damage to the software of the Parties or the performance of the Agreement, as well as of any circumstances that may be necessary for the secure

operation, maintenance or repair of the technical solutions and systems of the Parties.

4.6. If the Client does not use the Certificate issued by SK ID Solutions AS, the Client undertakes to submit to the Bank the file of the Public Key of its own Certificate with a digitally signed confirmation that it is the Public Key of the Client's Certificate.

4.7. If the Client wishes to change the Public Key, the Client shall submit to the Bank the file of its new Public Key with a digitally signed confirmation that it is the Public Key of the Client's Certificate.

5. Security Requirements

5.1. The Client is obliged to keep the Private Key safe and confidential and to take all necessary measures, including the implementation of adequate regulatory, physical and electronic security measures, to ensure their security, including access only to authorised persons. The Client is obliged to ensure that all persons used by the Client in performing the Agreement and/or using the Service comply with the requirements of this clause.

5.2. The Client is obliged to immediately notify the Bank of any loss, theft or other event that involved or may have involved the disclosure of the Private Key to a third party.

5.3. If the Bank receives a notice in accordance with clause 5.2 of the General Terms and Conditions, the Bank shall take all measures to prevent the use of the Certificate on the basis of the Agreement.

5.4. Using the Services is impossible if the Certificate is blocked.

5.5. The Customer is obliged to comply with the security requirements set by the issuer of the Certificate.

6. Confidentiality

6.1. The content of the Agreement and the information that becomes known to the Parties in the course of its performance shall be confidential, the disclosure of which to third parties shall be permitted only in the cases provided for by law and the Agreement or with the consent of the other Party given in a format that can be reproduced in writing.

6.2. The Operator undertakes to maintain the confidentiality of the information of Clients that becomes known to the Operator through the use of the Services by the Clients through the Operator's solution.

6.3. The confidentiality obligation also extends to persons used by the Party to perform the Agreement and to receive the Service.

7. Non-transferability of Rights

The Client may not assign or otherwise transfer its rights under the Agreement without the Bank's written consent.

8. Fees

8.1. The Client shall pay the agreement fee at the time of entry into the Agreement.

8.2. The monthly fee for the Service shall be paid by the person specified in the Bank's price list. The monthly fee for the Service is payable on the last day of each calendar month of the term of the Agreement.

8.3. The Bank shall establish the rates of the Agreement fee, the monthly fee for the Service and the payer of the monthly fee for the Service in the Bank's price list, unless otherwise agreed in the Agreement.

9. Term, Amendment and Termination of Agreement

9.1. The Agreement shall enter into force at the moment it is signed by the Parties and is entered into for an unspecified term.

9.2. Any amendments to the Agreement shall be made in writing, unless otherwise stipulated in the Agreement.

9.3. The Bank has the right to unilaterally amend the General Terms and Conditions and the Technical Specification of Gateway by notifying the Client of the amendments in advance, in accordance with the procedure and within the time limits stipulated in the General Terms and Conditions of the Bank.

9.4. Each Party shall have the right to terminate the Agreement at any time by notifying the other Party thereof at least 1 (one) month in advance.

9.5. The Agreement shall be deemed to have terminated when the Client's settlement agreement(s) with the Bank have expired.

10. Other Terms and Conditions

The Bank's General Terms and Conditions (in Estonian: *Panga üldtingimused*) and price list of the Bank apply to the Agreement.