

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 (Coop Estonia Central Association, Suur-Sõjamäe 70, Soodevahe, Rae Rural Municipality, 75322 Harju County, registry code 10093971).

Coop Eesti (Coop Estonia) 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 loyalty programme of Coop Eesti companies and its partners, 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 performs Transactions that are not related to independent economic or professional activities.

Cardholder means the natural person to whom the Bank has issued the Card.

Card means the electronic payment instrument owned by the Bank which the Cardholder can use to perform Transactions pursuant to the procedure specified by the Bank. The Card may be digitalised by being connected to a smart device, or it may be used as a virtual Card. The Bank issues the Card in cooperation with Coop Keskühistu and it can also be used as a Coop Eesti loyalty card, wherein it is subject to the Terms and Conditions of the Coop Loyalty Programme.

User Limits means the limits within which the Card holder has the right to perform Transactions during the period agreed in the Agreement.

Account means the client's Settlement Account in the Bank to which the Card is tied.

Account Holder means the client of the Bank for whom the Bank opened the Account to which the Card is tied.

Agreement means the Coop Debit Card Agreement entered into between the Bank, the Account Holder and Coop Keskühistu, of which the Standard Terms and Conditions of the Coop Debit Card Agreement form an integral part.

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 that complies with the requirements of the Bank (including an online environment and cash register system) via which the Card holder can perform Transactions.

Terms and Conditions means these Standard Terms and Conditions of the Coop Debit Card Agreement.

Transaction means using the funds in the Card Account with the Card via a terminal in order to withdraw or deposit cash, pay for goods or services, obtain information or perform another Transaction related to the Card.

PIN means the personal and secret identification number given to the Cardholder by the Bank which the Bank uses to identify the Cardholder.

Contactless Payment means a transaction performed by waving the Card (incl. a digitalised Card) over the terminal rather than inserting the Card into it.

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

1. General provisions

1.1. The Agreement regulates the rights and obligations of and between the Bank, Coop Keskühistu and the Account Holder in the use of services provided by the Bank, Coop Keskühistu and third parties via the Card issued by the Bank.

1.2. The Terms and Conditions become binding on a Cardholder who is not the Account Holder as of the moment the Card is issued to the Cardholder.

1.3. In issues not regulated in the Agreement, the parties shall proceed not only from the Terms and Conditions, but also the General Terms and Conditions of the Bank and the Terms and Conditions of the Settlement Agreement, including any other documents specified therein, and the terms and conditions of the Coop Loyalty Programme as established by Coop Keskühistu (hereafter referred to as the Terms and Conditions of the Loyalty Programme). The Terms and Conditions of the Loyalty Programme are available on the website of Coop Keskühistu at www.coop.ee. By entering into the Agreement, the Account Holder confirms that they have reviewed all of the aforementioned terms and conditions and that they are aware of and agree to the rights and obligations of the parties arising therefrom.

2. Transactions and limits

2.1. The Card and PIN are personal, and only the Cardholder has the right to perform Transactions with the Card. If the Account Holder and Cardholder are different persons, the Account Holder must send the Agreement (including the Terms and Conditions and the Terms and

Conditions of the Loyalty Programme), the General Terms and Conditions of the Bank and other relevant terms and conditions of service to the Cardholder for review, and is responsible for the fulfilment thereof by the Cardholder.

2.2. The Account Holder must activate the Card according to clause 3.5 before using it for the first time.

2.3. If the Account Holder and the Cardholder are not the same person, the Account Holder is obliged to give the Card and the unopened PIN with the additional instructions on the use of the Card and the PIN to the Cardholder.

2.4. The Account Holder has the right to request changes to the card usage limits by submitting an application in accordance with the procedure and conditions set by the Bank.

2.5. In order to provide services related to the Card, the Bank and Coop Keskühistu have the right to cooperate with third parties (other credit institutions, the companies of Coop Eesti, international card organisations, the Card Centre of Banks, printing and postal service providers, etc.) to whom they may pass on data, including personal data, pertaining to the Account Holder and Cardholder within the framework of such cooperation.

2.6. The Bank and/or Coop Keskühistu has the right to offer the Cardholder additional services and benefits related to the Card as well as to terminate the provision of such additional services and benefits without the prior consent of the Account Holder and Cardholder. The Bank and Coop Keskühistu have the right to establish service fees for all of these services and benefits according to the Bank's price list and/or the Terms and Conditions of the Loyalty Programme.

2.7. The Bank has the right to establish maximum limits for the Card, including depending on the security features used for the Transaction, and to unilaterally reduce the User Limits specified by the Account Holder in the Agreement in order to ensure the secure use of the Card.

2.8. If the Cardholder uses the Card as a Coop Eesti loyalty card, all of the Terms and Conditions of the Loyalty Programme apply to the Card.

3. Validity of Card and issuing of new Card

3.1. Personal security elements (a PIN) are given to the Cardholder when the Card is issued, which are regarded as the Cardholder's signature when Transactions are performed.

3.2. The Account Holder confirms that they have received the Card and will perform the Agreement with their signature on the Card issuing form or in any other format accepted by the Bank.

3.3. If the Cardholder does not accept the Card from the Bank within three (3) months of entering into the Agreement, the Card is destroyed and the Agreement is deemed to have expired. In this case, all of the expenses

incurred by the Bank when issuing the Card are debited from the Account according to the price list of the Bank.

3.4. The Bank has the right to send a non-activated Card and PIN to the Account Holder and/or Cardholder by post to the address given by the Account Holder to the Bank. When the Account Holder and/or Cardholder receive(s) the Card, they must make sure that neither the Card itself nor the envelope containing its security elements have been damaged or tampered with.

3.5. The Account Holder and/or Cardholder can activate the Card at a branch of the Bank, in the Internet bank, at Coop Eesti stores that offer the respective service (a list of which is available on the Bank's website at www.cooppank.ee) or in any other manner accepted by the Bank.

3.6. The Card is valid until the last day of the month (inclusive) indicated on the Card. The Card becomes invalid before the expiry date indicated on the Card if the Agreement is terminated early by agreement between the parties or cancelled by one of the parties. In this case, the Card expires on the day the Agreement expires. The validity of the Card ends immediately if the Card becomes physically unusable.

3.7. The Cardholder must immediately return an invalid or otherwise unusable Card to the Bank. The use of a damaged Card is prohibited.

3.8. When the Card expires, the Bank issues a new Card. If the Account Holder and/or Cardholder does not want a new Card to be issued, they must notify the Bank thereof at least 60 (sixty) days before the expiry of the Card.

3.9. If an expired Card was digitalised, then the replacement Card must be digitalised again by linking it to the smart device. The Card does not need to be re-digitalised when a new Card is issued due to expiry.

3.10. The Bank has the right to refuse to issue a new or replacement Card if the Account Holder and/or the Cardholder has breached any obligations arising from the Agreement.

4. Guaranteeing Card security

4.1. The Cardholder is obliged to keep the Card, the linked smart device and the Card details and security elements solely in their own possession in order to prevent them from falling into the hands of third parties, excluding when the Card is handed over to a person servicing the Card in order for a payment to be made.

4.2. The Cardholder is prohibited from copying or altering the Card in any way whatsoever.

4.3. The Cardholder must memorise the PIN, keep it in strict secrecy, not disclose it to anyone else and not record it in a manner that allows third parties to recognise it, including on the Card or another item. The Cardholder must destroy the PIN envelope and its contents immediately after opening it.

4.4. When entering the PIN at a terminal, the Cardholder

must make sure that unauthorised persons cannot see the entered PIN.

4.5. The Cardholder must protect the Card from high temperatures, mechanical damage and the harmful effects of strong electromagnetic fields or other similar harmful effects.

4.6. The Cardholder must protect the smart device linked to the Card with a security code or other security measures, and carefully keep the smart device and its security measures to ensure that they are kept in secrecy.

4.7. If the Card or the linked smart device is lost or stolen, or in other cases where it is possible that the Card may be used by third parties, including if there is reason to assume that the PIN, other security elements or the security measures of the smart device linked to the Card have become known to third parties, the Cardholder and/or Account Holder must immediately inform the Bank of this so that the use of the Card can be suspended (blocking request).

4.8. The Bank allows the Cardholder and the Account Holder to submit a blocking request at the Bank's branches during opening hours, in the Internet bank or by calling the telephone numbers given in the Agreement and on the Card at any time of day.

4.9. The Bank takes all reasonable measures available to it to stop the further use of the Card when it receives a request to block the Card. The Bank cannot be held liable for any damage caused by blocking the Card on the basis of an incorrect blocking request.

4.10. The Bank has the right to temporarily block or close the Card for security reasons by informing the Account Holder or Cardholder thereof. In addition to the above, the Bank has the right to block the Card if:

4.10.1. the Account Holder or Cardholder breaches an obligation arising from the Agreement (including the Account Holder being in arrears to the Bank);

4.10.2. the Cardholder repeatedly (at least three times) enters the PIN incorrectly, in which case the Bank or the person servicing the Card has the right to confiscate the Card;

4.10.3. the Bank suspects, based on the circumstances that have become known to it, that a third party is using the Card or the smart device connected to it;

4.10.4. the Bank suspects that the Card or the smart device connected to it is being used by way of fraud or without the permission of the Account Holder; and/or

4.10.5. other considerations arise which are aimed at guaranteeing the security of the Card.

4.11. If possible, the Bank informs the Account Holder of the Card being blocked and the reasons for this as soon as the Card is blocked.

4.12. If the Card is blocked on the basis of a blocking request submitted by the Account Holder or the Cardholder, the Bank may only unblock the Card on the basis of a written request of the Account Holder or

Cardholder.

4.13. The Bank unblocks the Card or issues a new Card if the reasons for blocking the Card no longer exist.

5. Use of Card

5.1. The Cardholder can perform Transactions in Estonia at all payment terminals (hereinafter referred to as POS) and automated teller machines (hereinafter referred to as ATM) that have joined Pankade Kaardikeskus (the Card Centre of Banks), worldwide at any POS or ATM that bears the Mastercard logo and online by following the respective instructions.

5.2. In addition to the provisions of clause 5.1, the Card can be used for cash deposits and withdrawals at the POS of Coop Eesti stores. Stores may set restrictions on cash deposits and withdrawals made via their POS (e.g. if there is not enough cash in the register). The Transactions specified in this clause can only be performed at Coop Eesti stores using POS which make such Transactions possible.

5.3. When using the Card as a Coop Eesti loyalty card, the client receives discounts and earns bonus points according to the Terms and Conditions of the Loyalty Programme.

5.4. Upon performance of Transactions, the Cardholder must observe and follow all of the instructions and warnings of the Bank, incl. those issued by a person or device with the right to service the Card.

5.5. The Cardholder must authorise each Transaction with their signature or PIN, or in the case of contactless payments by waving the Card (incl. a digitalised Card) over the terminal or by authorising the Transaction in any other manner accepted by the Bank. The Cardholder authorises a Transaction in an online shopping environment by entering the required details, which are the Card number, the expiry date of the Card, the name of the Cardholder, the Card's security code, the Internet bank user ID and password of the Cardholder, etc. In the case of Transactions with pre-authorisation, the Cardholder authorises the Transaction by sending the Card details to the service provider. The granting of consent for the performance of a Transaction by the Cardholder as described above serves as authorisation of a payment instruction. If a signature is used for authorisation, the Cardholder may only sign one receipt for a Transaction. The Bank's advice is to keep Transaction receipts so that they can be verified.

5.6. If asked to do so, the Cardholder must submit an identity document to a person with the right to service the Card, agree to the details of the documents being noted and sign a receipt.

5.7. If there are doubts about the identity of the Cardholder, the person who has the right to service the Card may refuse to accept the Card or perform the Transaction.

5.8. The Bank has the right to presume that all of the

Transactions performed with the Card have been performed by the Cardholder unless the Cardholder or Account Holder has sent a blocking request to the Bank beforehand.

5.9. The Bank has the right not to perform a payment order forwarded by the Cardholder if:

5.9.1. the Account has been blocked or seized;

5.9.2. the Card has been blocked or is invalid;

5.9.3. the amount specified in the payment order exceeds the available part of the limit;

5.9.4. the funds held in the Account are insufficient for the performance of the payment order and for paying the service fees;

5.9.5. other circumstances arising from law require this.

5.10. The Account Holder and/or Cardholder is immediately informed of the refusal to perform a payment order and the reasons for this at the point of sale or via the device that enables the use of the Card.

5.11. The Account Holder and the Cardholder can obtain information about Transactions in a form that can be reproduced in writing in accordance with the Terms and Conditions of the Settlement Agreement of the Bank.

6. Account debiting and service fees

6.1. The Bank has the right to debit from the Account all amounts of Transactions performed with the Card, any service fees and other expenses related to the use of the Card and any fines in accordance with the Bank's price list. In addition to the service fees listed in the price list, the Bank is also entitled to debit from the Account any service fees charged by international card organisations for Transactions performed abroad.

6.2. The amount withdrawn from an ATM in the Republic of Estonia is immediately debited from the Account, along with the service fee.

6.3. In the case of POS Transactions and Transactions performed at ATMs abroad and in online shopping environments, the amount of the Transaction (incl. its service fee) is immediately reserved in the Account, this amount being debited as soon as the Bank receives confirmation of the Transaction in question.

6.4. International Card Organisations send claims related to Transactions performed in foreign currencies to the Bank after converting them into euros on the basis of the exchange rate determined by them. The Bank has the right to charge a fee for Transactions in foreign currencies as set out in the price list.

6.5. The monthly fee for the current calendar month is debited from the Account on the last day of each month according to the Bank's price list. The monthly fee is charged until the end of the Agreement, including any period during which the Card is blocked.

6.6. The Account Holder is responsible for ensuring that the Account has sufficient funds to pay for Transactions

and services used and other payments due under the Agreement.

6.7. If there are insufficient funds in the Account to pay the amounts due, the Bank has the right to implement one or several of the following measures:

6.7.1. to charge interest on the overdue amount to the extent provided for in the Bank's price list until the full payment of the amounts in question;

6.7.2. to debit the amount owed from any other account of the Account Holder in the Bank;

6.7.3. to implement other measures arising from law.

7. Liability

7.1. The Account Holder and Cardholder are liable before the Bank for the performance of all of the obligations arising from the Agreement. If damage is caused by the activity or inactivity of the Cardholder, the Account Holder will be solidarily liable for the damage.

7.2. The Cardholder may not use the Card for illegal activities or in a manner that could harm the Bank or third parties.

7.3. The Account Holder and Cardholder bear the risk of loss or theft of the Card and/or the PIN until the blocking request specified in clause 4.7 is submitted in the manner specified in clause 4.8, and they are liable for damages caused to the extent of a maximum of 50 euros per card (limit of deductible).

7.4. The limit of deductible does not apply if the client in question is a Business Client or if the Account Holder and/or Cardholder breaches the Agreement intentionally or due to gross negligence, or in the case of fraud by the Account Holder and/or Cardholder.

7.5. The Bank is liable for performing its obligations arising from the Agreement in conformity with legal acts.

7.6. The Bank cannot be held liable for the quality of the goods and services paid for with the Card, the refusal to accept the Card for making a Transaction, or for damage caused when the Card is blocked on the basis of an incorrect blocking request or by other circumstances not dependent on the Bank (e.g. disruption in data communication or ATM breakdowns, incl. lack of cash in an ATM).

7.7. If the Cardholder uses the Card in contravention of the terms and conditions agreed upon in the Agreement, the Cardholder and Account Holder must solidarily pay the Bank a contractual penalty according to the price list of the Bank.

7.8. In accordance with the provisions of the Terms and Conditions of the Loyalty Programme, Coop Keskühistu assumes sole liability before the Account Holder or the Cardholder for performance of all of the obligations of the Account Holder and/or Cardholder and Coop Keskühistu arising from the Coop Loyalty Programme. 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 Loyalty Programme, if the Account Holder or Cardholder is removed from the Coop Loyalty Programme, if it is not possible to use the Card as a loyalty card of Coop Keskühistu or if the Terms and Conditions of the Loyalty Programme do not apply to the Card.

7.9. The Bank is solely liable before the Account Holder and/or Cardholder for exercising the rights (incl. enabling the use of the rights) and obligations of the Bank arising from all terms and conditions, the General Terms and Conditions of the Bank and the Terms and Conditions of the Settlement Agreement, incl. any other documents referred to in these terms and conditions, and from the use of the Card (excl. in relation to the Coop Loyalty Programme). Coop Keskühistu cannot be held liable for the Bank under any circumstances if the Bank fails to perform the obligations arising from the specified documents or if the Cardholder cannot use the Card (excl. the rights arising from the Coop Loyalty Programme), if the Bank refuses to issue a new Card, etc.

8. Disputing a Transaction

8.1. The Account Holder and/or Cardholder must check that the details on the receipt of a Transaction performed with the Card and on the statement of the Account tied to the Card are correct.

8.2. An Account Holder and/or Cardholder who is a Private Client is obliged to inform the Bank of an unauthorised or incorrectly executed payment instruction as soon as they become aware of it, but no later than within 13 (thirteen) months of the day on which the Account was debited.

8.3. An Account Holder who is a Business Client must submit a claim to the Bank within one (1) month of the Account being debited.

8.4. If the Account Holder or Cardholder authorises a card payment without knowing the exact amount, the Bank is not liable for the size of the Card Transaction amount subject to payment. In this case, the Account Holder has the right to submit a claim or refund request regarding the amount of the card payment directly to the recipient of the card payment instead of the Bank.

8.5. The Account Holder assigns to the Bank, in full, all claims against third parties which are related to the amounts compensated by the Bank to the Account Holder on the basis of the Agreement.

9. Validity, amendment and termination of Agreement

9.1. The Agreement takes effect from the moment of its entered into and is entered into for an unspecified term.

9.2. The Bank has the right to unilaterally amend the terms and conditions of the Agreement by disclosing the amendments in full at least two (2) months before their entry into force at the Bank's branches, on the Bank's website or via another electronic channel.

9.3. If the Account Holder does not cancel the Agreement within the term specified in clause 9.2, the Account Holder is deemed to have consented to the amendments. If the Account Holder does not agree to the amendments, they have the right to cancel the Agreement free of charge and with immediate effect before the amendments enter into force.

9.4. The Account Holder has the right to cancel the Agreement unilaterally at any time by notifying the Bank thereof at least one (1) month in advance.

9.5. The Bank has the right to cancel the Agreement unilaterally at any time by notifying an Account Holder who is a Private Client thereof at least two (2) months in advance and an Account Holder who is a Business Client at least one (1) month in advance.

9.6. The Bank has the right to cancel the Agreement (incl. closing the Card) with immediate effect without prior notice, in the following cases:

9.6.1 in the event set out in clause 3.3 of the Agreement:

9.6.2. the Card issued on the basis of 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 been in arrears to the Bank for at least three (3) consecutive months;

9.6.5. the Card expires and the Account Holder and/or the Cardholder does not accept the new Card from the Bank (incl. not activating the new Card) by the deadline specified in clause 3.3 of the Agreement.

9.7. In addition to the cases specified in the terms and conditions, the Bank has the right to cancel the Agreement with immediate effect, i.e. without prior notice, in the cases stipulated in the Settlement Agreement, the General Terms and Conditions of the Bank and legislation.

9.8. The Agreement is deemed to have expired in respect of all parties if it is cancelled by the Bank or the Account Holder. If the Account Holder is excluded from the Coop Loyalty Programme at the Account Holder's request or on the initiative of Coop Keskühistu, the Agreement and the Card remain in force without the functionality of the Coop Loyalty Programme.

9.9. The expiry of the Agreement has no impact on the collection or satisfaction of any financial claims which emerged prior to the expiry of the Agreement.

10. Final provisions

10.1. The parties are required to not disclose any information related to the Agreement or to the performance thereof to any third parties, excl. cases where this proves necessary due to circumstances related to the Card or a Transaction or if the right or obligation to disclose the information arises from the Agreement or law.

10.2. The Bank has the right to disclose information related to the Agreement and to the performance thereof

to third parties with the consent of the Account Holder and the Cardholder or in the cases stipulated in the General Terms and Conditions of the Bank.

10.3. Coop Eesti has the right to disclose information about a Transaction, the Card, the Account Holder and the Cardholder to third parties whose right to obtain such information arises from the Terms and Conditions of the Coop Loyalty Programme and legislation.

10.4. Any claims and complaints of the Account Holder and/or Cardholder are resolved according to the provisions of the Settlement Agreement and the General Terms and Conditions of the Bank.

10.5. Any complaints and disputes arising from the use of the Card as a Coop Eesti loyalty card are resolved between the Account Holder and/or Cardholder and Coop Keskühistu.

The Account Holder and Cardholder hereby represent and warrant that they have reviewed 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 Loyalty Programme and the other documents specified therein, that they agree to them and that they undertake to comply with them.