Principles of Processing Customer Data

1. Definitions

The Coop Pank Group comprises Coop Pank AS and its subsidiaries engaged in the provision of financial services and the marketing of insurance. The full list of companies belonging to the Coop Pank Group can be found online at www.cooppank.ee.

Personal data is all data concerning an identified or identifiable Customer who is a physical person.

Customer data is all information (including information that can be handled as banking secrecy and personal data), which is known to the Coop Pank about the Customer (e.g. name, personal ID number, contact data, data of the representative, transaction data).

Processing customer data is any activity concerning the Customer's data, including collection, storing, editing, using, disclosing and sharing it.

The Customer is any physical or legal body who uses, has used or has expressed the wish to use the services provided by Coop Pank Group or is directly connected to providing the services (e.g. guarantors, representatives and actual beneficiaries).

2. General Part

2.1. The current principles of processing customer data explain the processing of customer data in Coop Pank Group and the rights of the customers in connection to the processing of the customer data.

2.2. The provisions of processing customer data may also be included in the contracts between the Customer and Coop Pank Group. In that case, if the provisions clash with each other, the contractual agreements are superior.

2.3. Customer data is processed in order to provide better service to the customers, draft contracts and fulfil valid contracts, make offers, develop new services and fulfil the duties resulting from legislation.

2.4. The controllers of client data are companies in the Coop Pank Group, which operate as joint controllers to the extent that the disclosure of client data to one another

Is permitted and necessary, the representatives act as co responsible processers. Such activity as a co-responsible processer mostly occurs with the purpose to administer the customers' personal and contact data centrally, in credit activities, in order to hinder money laundering and the terrorist financing and in pan-group risk management activities, including diminishing the risk of fraud.

2.5. In their everyday activities, Coop Pank Group acts upon legislation concerning personal data protection, general provision of data protection, Credit Institutions Act, Money Laundering and Terrorist Financing Prevention Act and other relevant guidelines, legal regulation and regulation by monitoring institutions.

2.6. Coop Pank Group assures the legality, confidentiality and safety of Customer data and its handling and employs all necessary organisational, physical and info technology means to ensure it.

2.7. In order to provide the services and/or to fulfil its legal duties, the Coop Pank Group may use cooperation partners who act as authorised or co-responsible processers of Customer data. Such co-operation partners are carefully selected by Coop Pank Group and it is verified before the beginning of work that the co-operation partner is capable of ensuring the processing of customer data according to the requirements. Certified processers may process customer data only according to the guidelines and within the scope given by the Coop Pank Group.

2.8. The Coop Pank Group has the right to unilaterally amend these principles at any time on the basis of current legislation. The Client shall be informed of any such amendments at least one (1) month in advance online at www.cooppank.ee and/or via the means of communication agreed with the Client. The Coop Pank Group is not required to observe the period of advance notice if the amendments are due to a legal act or guidelines issued by a supervisory authority. The principles were drafted in Estonian and translated into English and Russian. In the event of discrepancies between the Estonian and foreign-language texts, the Estonian text shall take precedence.

2.9. The legitimacy of customer data processing in Coop Pank Group is observed by the data protection specialist of Coop Pank Group. The Customers have the right to directly contact the data protection specialist with problems and questions concerning customer data processing as following: contact address Maakri 30, 15014 Tallinn and by e-mail address andmekaitse@cooppank.ee.

3. Composition of Customer Data

3.1. Coop Pank Group receives or collects Customer data from the Customer themselves as well as other sources (various public registries or information received from third persons).

3.2. Processed Customer data are:

3.2.1. personal data (name, ID code, date and place of birth, gender, age, citizenship, language of communication, details of family and related parties, tax residency, personal identification document data, web-based identification data);

3.2.2. contact details (place of residence and location, postal address, contact telephone, e-mail address);

3.2.3. data concerning the Customer's occupation and qualifications (education, previous and current place of work, links to legal entities and information about the Customer's financial experience);

3.2.4. financial data (income, assets, liabilities and data about the origins of income and assets);

3.2.5. data concerning transactions (information about transactions performed by the Customer, incl. contracts entered into);

3.2.6. data regarding an insured event;

3.2.7. data regarding trustworthiness (information on previous payment behaviour and fulfilment of obligations, credit assessment, information on potential links to money laundering or terrorist financing, criminal record, court rulings, media coverage, *Ametlikud Teadaanded*);

3.2.8. information concerning preferences and satisfaction (services used and the Customer's activity, habits and personal preferences, satisfaction, the Customer's status (segment), the probability of the Customer using services and income forecast, plus information on the use of the Coop Pank Group's web applications and visits to branches);

3.2.9. communication data (data stored via communication channels, e.g. audio or video recordings, or via e-mail, text messages, Coop Pank Group web applications or other channels);

3.2.10. technical data related to the use of Coop Pank Group web applications (IP address, location data, web application usage data (logs), device data and other information collected via cookies);3.2.11. information obtained in the course of fulfilling obligations arising from law (e.g. information resulting from enquiries/requests made by courts, investigative bodies, tax authorities, bailiffs, notaries).

3.3. Customer Data are managed centrally at Coop Pank Group in terms of the personal and contact data of Customers. In order to change the relevant data, the Customer may contact any financial company of Coop Pank Group and their data will also be deemed to have been changed at the other companies.

4. Legal Basis and Purpose of Processing Customer Data

4.1. Processing customer data, including publishing the data and disclosing it to the third persons occurs either:

4.1.1. To carry out the activities preceding signing the contract with the Customer, to sign the contract, to fulfil the contract or to ensure the fulfilling of the contract or;

4.1.2. to fulfil the Coop Pank Group's legal responsibilities or to fulfil a task in the public interest; or

4.1.3. Based on justified interest of Coop Pank Group or a third party or;

4.1.4. Upon the Customer's consent in the purpose and scope expressed in the consent.

4.2. Based on the type of customer data, different customer data could be processed for different reasons and on different legal basis (for example the Customer's contact data for fulfilling requirements arising from law, drafting the contract as well as mailing the Customer directly upon their consent).

4.3. To carry out the activities preceding signing the contract with the Customer, to sign the contract, to fulfil the contract or to ensure the fulfilling of the contract, the Customer data is processed among other reasons for the purpose of:

4.3.1. Deciding upon the contract, including to make decisions concerning the suitable contractual conditions (processing Customer data prior to signing the contract);

4.3.2. To fulfil the contract (for example make payments, forward loan schedules) or ensure fulfilling the contract, including debt collection for an incomplete contract (debt notifications through various means of communication, debt collection procedures);

4.3.3. To fulfil the rights arising from the contract effective with the Customer or a contract connected to that (guarantee agreements, repurchase agreements of leased items);

4.3.4. To establish the rights that have been breached or disputed (including disclosing data to the representative of the Coop Pank Group).

4.4. In order to fulfil legal responsibilities or a task in the public interest, Customer data are processed for such purposes as:

4.4.1. Hindering money laundering and terrorist financing (for example checking Customer data from public registries, monitoring the Customer's payment transactions, checking the source of assets);

4.4.2. Fulfil the obligations deriving from the Tax Information Exchange Act (checking Customer data from public registries, disclosing the data concerning personal, transaction and financial assets of relevant Customers and their actual benefactors to Estonian Tax Authority in order to exchange international tax information);

4.4.3. In order to assess the Client's trustworthiness and creditworthiness when applying the principle of responsible lending and managing the credit risk of the Coop Pank Group (analysis of the Client's income and obligations and check of payment defaults), including:

4.4.3.1. in the event of the Client using the account information service when submitting an application for credit, the payment service provider offering the account information service forwards to the Coop Pank Group, at the Client's request, data regarding the payment account indicated by the Client and payment transactions linked to it;

4.4.4. In order to perform statistical and financial analyses;

4.4.5. In order to fulfil the obligations deriving from the Credit Institutions Act and other legal acts and to realize the rights (e.g. responding to the requests of courts, investigative institutions, notaries and bailiffs);

4.4.6. In order to fulfil the duties deriving from EU legal acts, for example the duties deriving from EU directive no 575/2013 based on a consolidated situation, mostly for risk management and observing the concentration limits by Coop Pank Group.

4.5. Based on justified interest, Customer data is processed for the purpose of:

4.5.1. risk management, including:

4.5.1.1. the management of liquidity risk and credit risk (incl. the development of models regarding the probability of the Customer's insolvency); and

4.5.1.2. the prevention of fraud and ensuring security (audio and video recordings, monitoring the Customer's transactions);

4.5.2. developing products, services and software;

4.5.3. Protecting one's own rights in preserving data and documents;

4.5.4. Processing customer complaints;

4.5.5. to contact the Client in order to gauge their user experience in regard to the products/services they use and to introduce to them ways of using the products/services;

4.5.6. to conduct a customer survey, to evaluate the Google reviews given to the Coop Pank group and to contact the Client based on their feedback in order to enhance the Client's user experience in the Coop Pank group and improve products/services, incl. on the following conditions:

4.5.6.1. Feedback provided by the Client in writing or in a form that can be reproduced in writing (e.g. by e-mail) is retained for up to three years (i.e. for the remainder of the calendar year in which the feedback is given and for the two years after that).

4.5.6.2. The Client's feedback as given in a recorded call is used for the purposes set out in point 4.5.6 within 30 days of the feedback being provided.

4.5.7. To contact the Client who has not finished the submission of an application for the purposes of a reminder, personal assistance and improvement of the service. The Coop Pank Group has the right to contact the Client for said purposes within 30 days after the Client first started filling in the application.

4.5.8. In marketing activities, when a Coop Pank Group entrepreneur offers its own services to Clients;

4.5.9. compiling personal offers according to the following principles:

4.5.9.1. Depending on the offer being made, the Coop Pank Group processes the following Customer data: personal data; contact details; data on area of activity and qualifications; financial data; technical data related to the use of Coop Pank Group web applications; and data regarding transactions, reliability, preferences and satisfaction. When compiling personal offers the Coop Pank Group does not gather additional data about the Customer, but uses the aforementioned data to the extent that is known to the Coop Pank Group in regard to the Customer.

4.5.9.2. In order to compile personal offers, the Coop Pank Group uses the services of its partner Braze, Inc.

4.5.9.3. Personal offers are compiled by the Coop Pank Group for Customers who have granted their consent to receive such offers.

4.5.9.4. The compiling of personal offers by the Coop Pank Group does not result in any legal consequences for the Customer and has no significant impact, since:

1) the aim of personal offers is to make an offer to a Customer based on their profile, incl. avoiding making financial offers to Customers who have failed to repay debts to the bank by the deadline and this is known to the Coop Pank Group;

2) the prerequisite for the compiling of personal offers is the Customer's consent to receive such offers.

4.5.10. To forecast the Customer's income and assess the probabilities of the Customer using services based on the following principles:

4.5.10.1 For the purposes of forecasting the Customer's income and assessing the likelihood of the Customer using services, the Coop Pank Group processes the following Customer data: personal data, contact data, transaction data, financial data, data on preferences and satisfaction.

4.5.10.2. the forecasting of income and the assessment of the probabilities of the Customer using services do not result in any legal consequences for the Customer or have any significant impact, since the forecasts and the results of the probability assessment are used by the Coop Pank Group:

1) as aggregated data for financial planning (statistics);

2) when sending offers to the Customer only if they have consented to receiving personalised offers.

4.5.11. when forwarding data to third parties:

4.5.11.1. if the Customer has not fulfilled the agreement entered into with the Coop Pank Group (incl. the transfer of debt data to the registrar of the payment defaults registry);

4.5.11.2. in the event of the assignment of a right of claim or the intention to assign such a right.

4.6. According to the Customer's consent, the Customer data is processed mostly for the purpose of:

4.6.1. Offering the Customers the services and products of Coop Pank Group, including mailing personal offers directly to the Customer;

4.6.2. Offering the Customer carefully selected services and goods from co-operation partners, including directly mailing offers to the Customer;

4.6.3. Disclose Customer data to third persons so that they could mail personalized offers or marketing mail concerning their services to the Customer.

4.6.4. organising customer games and campaigns.

4.7. The Customer's consent for processing Customer data is generally indefinite and does not depend on the validity of customer relations.

4.8. The Customer has the right to withdraw their consent at any moment. The consent can be withdrawn by using the link in the e-mail and/or advertisement or by forwarding the request to withdraw the consent in the bank office, Internet bank or as a digitally signed request.

5. Disclosure of client data and joint control of client data

5.1. Disclosing Customer data is one of the ways of processing Customer data and it can only be done for the goals and on the basis listed in point 4.

5.2. Coop Pank Group discloses Customer data:

5.2.1. Within the Coop Pank Group among entrepreneurs;

5.2.2. The transactions requested by the Customer, e.g. for making payment transactions to the correspondence banks, the global information system SWIFT (Society for Worldwide Interbank Financial Telecommunication, see www.swift.com) mediating international bank transactions, payment mediators, international card companies and other similar co-operation partners;

5.2.3. To the persons connected to the credit contracts and having justifiable interest (e.g. guarantors, owners of the guarantee, guarantee granters, co-loaners and appliers, buyers and sellers of the leased item, contractual re-purchasers of the leased items);

5.2.4. for the preparation of an insurance offer for insurance companies and entry into insurance contracts;

5.2.5. For the providers of various technical and support services to the Coop Pank Group (communications, IT and publishing services, client management and marketing services, payment account statement data categorisation services, e-invoice operator services, payment card transaction processing and payment card production, archiving and document destruction service providers as well as providers of platforms enabling account information and payment initiation services, identification services, and insurance brokerage service);

5.2.6. for owners of databases (those of the default payment register and register of taxable persons for the fulfilment of the principles of responsible lending or to enable the assessment of the Client's payment behaviour and creditworthiness and for the owners of the Population Register, Employment Register, Commercial Register, Land Register, Criminal Records Database, Traffic Register and similar registers for the checking of Client data);

5.2.7. to the account information service provider when fulfilling an obligation arising from the law if the Client has granted their consent to the payment service provider offering the account information service to access information pertaining to their payment account opened in the Coop Pank Group;

5.2.8. to the payment initiation service provider when fulfilling an obligation arising from the law if the Client has granted their consent to the payment service provider offering the payment initiation service to initiate a payment from their payment account opened in the Coop Pank Group;

5.2.9. to other finance and credit institutions and insurers on the basis of an enquiry made by them in order to offer the Client a service they wish to receive or to assess their trustworthiness and any risks linked to them, as well as to prevent money laundering and terrorist financing;

5.2.10. to the auditors and financial advisers of the Coop Pank Group;

5.2.11 to institutions financed by the Coop Pank Group;

5.2.12. to the persons listed in the Credit Institutions Act or other legislation to whom the Coop Pank Group is obliged to disclose information protected by banking secrecy (e.g. pre-trial investigation authorities, courts, notaries, the Financial Supervision Authority, bailiffs);

5.2.13. to third parties (e.g. credit buyers, debt collection service providers, legal assistance providers):

5.2.13.1. if the Customer has not fulfilled the agreement entered into with the Coop Pank Group;

5.2.13.2. in the event of the assignment of a right of claim or the intention to assign such a right.

5.3. Disclosing Customer data listed in this point, mostly when making foreign transactions, can bring along the processing of Customer data in the countries which have an insufficient level of data protection according to the evaluation of the European Commission. Information about relevant evaluations of the European Union can be found at https://ec.europa.eu/info/law/law-topic/data-protection/.

5.4 In the issuing of notifications to the Client on behalf of Tuleva Fondid AS, the joint controllers of client data are Coop Pank AS and Tuleva Fondid AS. In providing such notifications Coop Pank AS is guided by these principles of processing client data, and the Client's first point of contact is Coop Pank AS.

6. Automated Decisions and Profiling

6.1. Coop Pank Group uses profiling in various processes:

6.1.1. Forwarding marketing offers;

6.1.2. for forecasting the Customer's income and assessing probabilities related to the use of services;

6.1.3. product development and monitoring;

6.1.4. for the analysis of creditworthiness in the credit process, incl. for making automated decisions, determining the interest margin, issuing credit, terminating agreements and sending reminders and debt notices connected to the non-fulfilment of agreements;

6.1.5. for evaluating the AML risk level.

6.2. Profiling may but does not have to include automated decision making and vice versa.

6.3. If Coop Pank Group makes an automated decision about the Customer that brings along legal consequences or has a notable effect on the Customer, the Customer has the right to contact Coop Pank Group and receive explanations about the logic of the decision, including request the reviewing of the decision by an employee of the Coop Pank Group.

7. Storing Customer Data

7.1. Upon processing customer data, Coop Pank Group derives from the principles of minimum data as well as the storing restrictions.

7.2. Storing customer data by Coop Pank Group lasts until the processing goals have been met or until fulfilling the duties deriving from legal acts.

7.3. Personal customer data is generally stored by Coop Pank Group for up to 10 years since the customer relations end. The reason and legal basis for storing personal customer data after the customer relations have ended derives from either the responsibility stipulated in a legal act to save the data or the justified interest of Coop Pank Group to provide the necessary information and possible base documents to solve the disputes arising from customer contracts or other risk management.

7.4. Upon storing personal customer data, Coop Pank Group takes into consideration the rights of other Customers according to the principle that the deleted data may not hinder the interests and rights of other Customers.

8. Rights and Responsibilities of the Customer

8.1. The Customer has the responsibility to give the Coop

Pank Group only correct and timely customer data, also inform Coop Pank Group without delay about the changes in the data. Coop Pank Group has the right to request additional information and/or documents from the Customer to prove the changes in customer data (e.g. changes in Customer's name, tax residency etc.) and the Customer has the responsibility to present the requested documents without delay.

8.2. The customer has the right to:

8.2.1. Receive information about processing their data, get acquainted to their customer data in a banking office and/or in the internet bank and present statements to Coop Pank Group if they find that their rights have been breached upon processing the customer data, including present a request to make changes to their customer data;

8.2.2. Request ending the processing of their data and/or deletion of their data from Coop Pank Group if they find that data processing by Coop Pank Group and/or its scope or purpose are not based on legal basis except in cases where the right and obligation to process data arise from law or are required for fulfilling the contract signed with the Customer or to ensure its fulfilment;

8.2.3. Request a limitation to processing personal data;

8.2.4. Request disclosing personal data presented by themselves that is processed automatically;

8.2.5 Review the justified interest report that has been drafted by e-mailing a relevant request to the data protection specialist;

8.2.6 Present at any time and based on your own specific situation objections in regard to the processing of personal data which takes place on the basis of justified interest or for the fulfilment of a task in the public interest;

8.2.7. Turn to Customer Protection Inspectorate (www.aki.ee) and/or a competent court to protect their breached rights.

8.3 The Coop Pank Group will respond to claims submitted in regard to the processing of customer data by the deadline set out in law, but no later than within one month of receipt of the claim. The deadline for responding may be extended, if needed, by two months, taking into account the complexity and scope of the application.

8.4. If a breach in customer data processing by Coop Bank Group has been identified, the Customer has the right to request compensation for the damage caused to them.

8.5. Exercising their rights by the Customer may not hinder the justified interests and rights of other customers and Coop Bank Group (incl. business secrets and intellectual property).