

## GENERAL CONDITIONS OF BIGBANK AS

(valid since 01.07.2011)

### 1. GENERAL PROVISIONS

#### 1.1. Implementation of the general conditions of the Bank

- 1.1.1. The general conditions of BIGBANK AS (hereinafter: General Conditions of the Bank) establish the main principles and conditions for the legal relations between the Bank and all natural or legal persons (hereinafter: Customer or Customers).
  - 1.1.2. In addition to the General Conditions of the Bank, the Bank and the Customer shall proceed in their relations from the legislation of the Republic of Estonia the contracts concluded between the Bank and the Customer, including the main conditions (hereinafter: Main Conditions of the Contract) and the general conditions applicable to the contract (hereinafter: General Conditions of the Contract), the price list of the bank (hereinafter: Price List), good banking practice, and the principles of good faith and reasonability.
  - 1.1.3. The General Conditions of the Bank, General Conditions of the Contract and the Price List are available for examination in the service halls of the Bank; the General Conditions of the Bank and the Price List are also available on the website of the Bank.
  - 1.1.4. The General Conditions of the Bank shall apply to all legal relations between the Bank and the Customer.
  - 1.1.5. Upon a conflict between the General Conditions of the Bank and the General Conditions of the Contract, the provisions of the General Conditions of the Contract shall apply.
  - 1.1.6. Upon a conflict between the General Conditions of the Bank, the General Conditions of the Contract or the Price List and the Main Conditions of the Contract, the provisions of the Main Conditions of the Contract shall apply.
  - 1.1.7. Upon a conflict between the texts in Estonian and foreign languages of the General Conditions of the Bank, the General Conditions of the Contract, the Main Conditions of the Contract and the Price List, the text in Estonian shall apply.
- #### 1.2. Establishment and amendment of the General Conditions of the Bank, the General Conditions of the Contract and the Price List
- 1.2.1. The General Conditions of the Bank, the General Conditions of the Contract and the Price List shall be established by the Bank.
  - 1.2.2. The main conditions of a specific contract shall be established by the agreement between the Customer and the Bank.
  - 1.2.3. The Bank has the right to unilaterally amend the General Conditions of the Bank, the General Conditions of the Contract and the Price List.
  - 1.2.4. The Bank shall notify the Customers in advance of the amendment of the General Conditions of the Bank, the General Conditions of the Contract or the Price List in the service halls of the Bank by a notice placed in a visible place in the service halls of the Bank, on the website of the Bank or otherwise (e.g. in a national daily newspaper) at least 15 days in advance of entry into force of the amendments. If the Customer does not agree to the Bank's amendments to the General Conditions of the Bank, the General Conditions of the Contract or the Price List, the Customer has the right to terminate the contract related to the corresponding amendment before entry into force of the amendments, by notifying the Bank thereof within the time period specified in this clause in writing or in any other manner agreed upon and performing beforehand all the obligations arising from the Contract.

- 1.2.5. In substantiated events, the Bank has the right to unilaterally change the price list without prior notice. In that case the Bank shall immediately inform the Customer of the amendments in its service halls, on the website or otherwise (e.g. in a national daily newspaper) and the Customer has the right to terminate the contract related to the corresponding amendment with immediate effect, by promptly notifying the Bank thereof in writing or in any other manner agreed upon and by performing beforehand all the obligations arising from the Contract.
- 1.2.6. The term for prior notification specified in clause 1.2.4 of the General Conditions shall not apply and the Customer may not cancel the Contract in connection with the unilateral amendment of the conditions if the amendments do not limit the rights of the Customer in comparison to the earlier conditions and do not create additional obligations and do not worsen the condition of the Customer otherwise (e.g. reduction of the service fees, making other conditions more favourable for the Customer, amendments resulting from the addition of new services, amendments derived from the changed legislation etc.).
- 1.2.7. Upon unilateral amendment of the General Conditions of the Bank, the General Conditions of the Contract and the Price List, the Bank has the right to provide the Customers with a possibility to apply the current conditions or price list in a contractual relationship with the Customer, if this is reasonably possible in the opinion of the Bank, considering the content of the amendments. The Bank shall notify the Customers of providing such a possibility in a notice published on the amendments. In such a case the Customer may not terminate the Contract in connection with the unilateral amendment of the conditions, except in the event if the Bank refuses to satisfy the application submitted by the Customer for the application of the current condition. The corresponding application shall be submitted to the Bank in the same form and during the same time period as provided in clauses 1.2.4 and 1.2.5 for submission of the contract termination notice.
- 1.2.8. If the Customer has not cancelled the contractual relations on the terms and conditions specified in clauses 1.2.4 and 1.2.5 of the General Conditions or if the Customer has not submitted an application specified in clause 1.2.7 to apply the current conditions or price list to the contract concluded with the Customer, the Customer is deemed to have accepted the amendments and/or supplements and not to have any claims to the Bank arising from the amendments to the General Conditions of the Bank, the General Conditions of the Contract or the Price List.

### 2. IDENTIFICATION OF CUSTOMERS

#### 2.1. Identification

- 2.1.1. The Bank has the right to demand and the Customer and his/her representative are required to submit to the Bank the data and the documents acceptable by the Bank to establish his/her identity.
- 2.1.2. The identity of the Customer who is a natural person shall be established on the basis of an identity document acceptable by the Bank pursuant to applicable legislation. Upon the consent of the Bank, the identity may be established also with the help of a certificate enabling digital identification.
- 2.1.3. A legal person shall be identified on the basis of a valid extract or registration certificate of the corresponding register and/or other documents requested by the Bank.
- 2.1.4. According to a contract concluded between the Bank and the Customer, the identity of the customer or his/her representative may be established upon conclusion of contracts, submission of applications and requests, and signing of the aforementioned documents, etc., through the technical communication channels acceptable by the Bank. In the event of an oral contact taking place through the communication channel, the Customer shall be identified by submitting their password and it shall be verified by the Bank.

## 2.2. Representation

- 2.2.1. A natural person may make transactions personally or through a representative. A legal person shall make transactions through a representative.
- 2.2.2. Upon the request of the Bank, the Customer who is a natural person is required to make the transaction personally.
- 2.2.3. The Bank is not obligated to accept a document certifying the right of representation if the right of representation is not expressed unambiguously and understandably.
- 2.2.4. A document certifying the right of representation must be in a form acceptable to the Bank, The Bank may demand that an authorisation document certifying the right of representation, which is formulated outside the Bank, must be notarised.
- 2.2.5. The Customer is required to inform the Bank of the cancellation of a notarised authorisation document or its declaration as invalid, even if the corresponding announcement is published in the official publication *Ametlikud Teadaanded* (Official Notices).

## 2.3. Requirements for the documents

- 2.3.1. The Customer shall submit to the Bank the original documents, notarised or equally certified copies of the documents.
- 2.3.2. To establish the identity of a natural person, the original identity document shall be submitted.
- 2.3.3. The Bank has the right to assume that the document submitted by the Customer is authentic, valid and true.
- 2.3.4. The Bank may demand that the documents issued in a foreign country be legalised or certified by a certificate replacing legalisation (apostille) unless otherwise determined by an international agreement.
- 2.3.5. In the event of documents in foreign languages, the Bank may demand that the documents be translated into Estonian or any other language acceptable by the Bank. The translation must be certified by a sworn translator or notary. The Bank shall not compensate for the expenses related to the aforementioned operations.
- 2.3.6. The Bank has the right to make a copy of the documents submitted by the Customer or retain the original document if possible.
- 2.3.7. Should the Bank have any doubts as to the authenticity of the submitted document, the Bank may refuse to perform the transaction and demand the submission of additional documents.

## 2.4. Signature

- 2.4.1. The Bank shall accept the signature written by the Customers or their representatives in their own hand, and also codes passed electronically or orally in the events agreed upon in the contract.
- 2.4.2. The Bank may demand that the signature be given in the Bank or, should it be impossible, that the signature be notarised.
- 2.4.3. Upon the consent of the Bank, the documents may also be signed digitally.
- 2.4.4. Digital signatures have the same legal consequences as signatures given in own hand.

## 3. CONCLUSION OF CONTRACT AND SECURING OF CLAIMS

### 3.1. Conclusion of contract

- 3.1.1. The relations of the Bank with the Customer shall be regulated by contracts which are in a written form, in a format which can be reproduced in writing or electronically unless the law has provided a mandatory form for the contract.
- 3.1.2. A precondition for conclusion of the Contract is that the Bank and Customer have reached an agreement on the main conditions of the Contract and the Customer has accepted the general conditions of the Bank, the General Conditions of the Contract and the Price List.

- 3.1.3. The Bank may refuse to provide services to a person, inter alia, to conclude a contract with a person or a legal person related to him/her, above all, in cases where:
  - 3.1.3.1. he/she is intoxicated by alcohol or drugs or if the representative of the Bank doubts for any other reasons that the Customer does not understand the meaning of his/her acts or possible consequences thereof;
  - 3.1.3.2. he/she has deliberately or due to gross negligence submitted to the Bank or a person within the same consolidation group with the Bank incorrect or incomplete data or refuses to submit the data;
  - 3.1.3.3. he/she has not submitted to the Bank or a person within the same group with the Bank sufficient data or documents for establishing his/her identity, on the actual beneficiaries or for certifying the legal origin of monetary means, or a doubt of money laundering or terrorism has arisen with regard to him/her for any other reason;
  - 3.1.3.4. he/she is subject to the implementation of the measure of the international sanction arising from the resolutions of the Government of the Republic of Estonia which prohibits the conclusion of a transaction with such a person;
  - 3.1.3.5. he/she has failed to perform his/her obligations to the Bank or a person within the same group with the Bank;
  - 3.1.3.6. his/her acts or failure to act has caused damage or a real threat of damage to the Bank or a person within the same group with the Bank;
  - 3.1.3.7. he/she is related to a criminal organisation according to the data of an investigation or supervisory agency;
  - 3.1.3.8. a document submitted by him/her to the Bank has characteristics of forgery or it does not correspond to the requirements of the Bank for any other reason.
- 3.1.4. The Bank also has the right to refuse to conclude the contract for any other good reason, in particular if the conclusion of the contract is obstructed by any legal obstruction such as restriction on active legal capacity, contradictory nature or absence of the right of representation.
- 3.1.5. Upon adopting a resolution on the refusal to conclude the contract, the Bank shall thoroughly consider the facts of each individual case and shall make a decision based on the principle of reasonability.
- 3.1.6. The Bank may perform transactions and operations of certain type only on the banking day.
- 3.1.7. The banking day is understood as a calendar day which is not Saturday, Sunday, a national holiday or a public holiday.

### 3.2. Securing of claims of the Bank

- 3.2.1. The Bank has the right to demand from the Customer a guarantee to secure the due performance of all the contractual obligations of the Customer.
- 3.2.2. The Bank has the right to demand from the Customer a guarantee or an increase of the existing guarantee if the conditions being the basis for the relations between the Customer and the Bank have changed and it influences or may influence the due performance by the Customer of his/her obligations. Such changes are, above all:
  - 3.2.2.1. aggravation or a threat of aggravation of the economic condition;
  - 3.2.2.2. impairment or a threat of impairment of the value of the existing guarantee;
  - 3.2.2.3. other circumstances which influence or may influence the due performance of the obligations.
- 3.2.3. The Bank has the right to partially release the guarantee or replace it upon the corresponding application by the Customer, if the value of the guarantee given by the Customer to the Bank continuously exceeds the amount of the claims of the Bank.

## 4. BANK SECRETS AND PROCESSING OF CUSTOMER'S PERSONAL DATA

### 4.1. Maintenance of banking secrets

- 4.1.1. The Bank is required to maintain in secret all the data specified as banking secrets in legislation.

4.1.2. Upon disclosing the banking secrets or in other cases of processing of the Customer's data, the Bank shall proceed from the provisions of the General Conditions of the Bank and the legislation.

#### 4.2. Customer's consent to processing of personal data

4.2.1. By entering into transactional relations with the Bank or by expressing the corresponding wish, the Customer gives the Bank the consent to the processing of his/her personal data (e.g. for collection, storage, preservation, change, organisation, use, making of inquiries or excerpts, deletion, forwarding, publication, etc) for the purposes, to the extent and pursuant to the procedure provided in the General Conditions of the Bank.

4.2.2. The Bank may process the Customer's personal data without the consent of the Customer if the data are processed:

4.2.2.1. for the performance of the obligations arising from legislation (e.g. the performance of the obligations arising from the Money Laundering and Terrorist Financing Prevention Act, replying to the inquiries of the administrative agencies or persons, etc);

4.2.2.2. for the performance of contracts concluded with the Customer or securing the performance of the contract, except for sensitive personal data.

#### 4.3. Categories of personal data to be processed and objectives of processing

4.3.1. The Bank shall process the following personal data of the Customer and shall make it for the following purposes:

4.3.1.1. Personal data (e.g. name, personal code, date of birth, language of communication, data of the identity document, etc) which shall be used for identification of the Customer.

4.3.1.2. Contact information (e.g. address, e-mail address, phone number, etc), which shall be used for communicating to the Customer the information related to the contract, offers and advertisements concerning the products of the Bank and cooperation partners of the Bank.

4.3.1.3. Information on the competence of the Customer (e.g. education, workplace, occupation, etc) which shall be used to assess the competence of the Customer and provide a suitable financial service.

4.3.1.4. Financial information (e.g. information on liabilities, income and other assets, payment behaviour, dependants, etc) which shall be used to assess the creditworthiness of the Customer and offer a suitable financial service to the Customer.

4.3.1.5. Information on the origin of the assets (e.g. information on the employer, transaction partners, business activities, etc) which shall be used to prevent money laundering and terrorism.

4.3.1.6. Information on the transactions concluded between the Customer and the Bank and the circumstances related to the performance of the transaction (e.g. information on the contracts concluded and expired between the Customer and the Bank, information on the performance and violation of contracts, applications, requests, etc submitted by the Customer) which shall be used to assess the reliability and creditworthiness of the Customer, to perform the Contract and protect the rights of the Bank (e.g. for the performance of certification obligations in any possible disputes).

4.3.1.7. Information received upon performance of the obligations arising from law (e.g. information received from inquiries, data on involvement of the Customer in money laundering or terrorist financing, etc) which shall be used to assess the reliability of the Customer.

4.3.1.8. Information on the segment, habits, preferences and satisfaction of the Customer (e.g. the age of the Customer, frequency of using services, customer satisfaction, etc) which shall be used to make statistical studies and analyses of the market shares of customer groups, products, services and other financial indicators.

4.3.2. The subclauses of clause 4.3.1 of the General conditions set out the main objectives of processing each category of personal data. The Bank may process the personal data within the corresponding category also for other purposes specified in subclauses of clause 4.3.1 if this is necessary for the performance of the contract concluded between the Bank and the Customer, securing the performance of the contract or in the case of other entitled interest of the Bank.

4.3.3. To complement and verify the data submitted by the Customer, the Bank may collect information on the Customer from third parties (e.g. verification of the existence of the employment relationship from the employer disclosed by the Customer) and from the databases which are legally accessible to the Bank and from public sources (e.g. data from AS Kredidiinfo, database of the land register, population register, official notices, etc.).

#### 4.4. Processors of personal data

4.4.1. The chief processor of the Customer's personal data is BIGBANK AS (registry code 10183757; address: Rütli 23, Tartu 51006; phone 1333; e-mail bigbank@bigbank.ee).

4.4.2. The Bank shall disclose on its website [www.bigbank.ee](http://www.bigbank.ee) data on persons whom the Bank may authorise to process the personal data of the Customer (authorised processors). The Bank may make amendments and supplements to the list of authorised processors.

#### 4.5. Disclosing of Customer data and forwarding thereof to third parties

4.5.2. The Bank shall disclose and forward Customer information to the following third parties and authorised processors:

4.5.2.1. legal persons within the same group as the Bank, to establish the identity of the Customer and assess the reliability of the Customer; the list of persons belonging to the Bank's group is available on the Bank's website [www.bigbank.ee](http://www.bigbank.ee);

4.5.2.2. persons who are related to the Bank by a contract or provision of service (e.g. the surety, owner of the security, notaries, providers of communication, printing, IT and postal services, registrars of payment disorder registers, providers of debt collection services, etc.);

4.5.2.3. other credit institutions, to assess the credit risk of the Customer, implement the responsible borrowing principle and to apply the diligence measure specified in the Money Laundering and Terrorist Financing Prevention Act;

4.5.2.4. upon assignment of the right of claim to a new creditor;

4.5.2.5. other third party in connection with the need of the Bank to protect its violated and disputed rights;

4.5.2.6. persons to whom the Bank is entitled or required to forward the data pursuant to legislation (e.g. Financial Supervision Authority, Tax and Customs Board, courts, bailiffs, etc.).

4.5.3. If the Customer has violated its obligations arising from the contract to the Bank, the Bank may forward the data related to violation of the contract (amount of debt, number of overdue days, etc.) to an unlimited number of third parties, including registrars of payment disorder registers, in order to disclose the data concerning violation of the contract in the relevant registers.

4.5.4. The Bank shall disclose and forward the data of the Customer to third parties only to the extent as reasonably necessary based on the objective of disclosing or forwarding the data (e.g. only the data related to violation of the contract shall be forwarded to the registrars of the payment disorder registers).

4.5.5. The Bank shall disclose to third parties compulsory instructions for processing the forwarded personal data and shall ensure that the authorised processors are aware and obligated to comply with the principles and rules provided in legislation and the General Conditions of the Bank upon processing the personal data of the Customers of the Bank.

#### 4.6. Storing of data of Customer

- 4.6.1. The Bank may store all the transactions made by the Customer through communication means (phone, computer network), i.e. forwarding the personal data with the objective to assess the work quality of the customer service, to effectively and objectively solve any possible complaints of the Customer and certify, if necessary, the operations and declarations of intention made by the Customer through the communication means
- 4.6.2. In order to ensure security, the Bank shall observe and record, with the help of surveillance equipment, the people, things, activities, etc., on the territory used by the Bank and in its immediate vicinity. The data collected in this manner shall be processed by the Bank itself, by forwarding thereof to third persons only if it is necessary based on the purpose of collecting the data.

#### 4.7. Rights of the Customer in connection with the processing of personal data

- 4.7.1. The Customer has the right to receive from the Bank the personal data collected on them and the information on processing such data, unless otherwise provided by law. The Bank shall issue the data or give information to the Customer, or gives reasons for the refusal to issue the data or give information within five working days as of the receipt of the corresponding application.
- 4.7.2. The Customer may demand the making of corrections in its data if its data have changed or are incorrect for any other reason.
- 4.7.3. If the processing of personal data is not allowed on the basis of law, the Customer may demand the termination of the processing and publication of the data, and the deletion or closing of the data. The Bank may refuse to satisfy the claim of the Customer if it is not substantiated or circumstances provided by law exist for refusal.
- 4.7.4. The Customer has the right to withdraw at any time, whether partially or fully, the consent given for processing the personal data, inter alia, to prohibit the processing of the data concerning the Customer for studying the consumption habits or direct marketing, also the transfer of the data to third parties who wish to use them for studying the consumption habits or direct marketing. The Customer shall notify the Bank of the withdrawal of the consent in a format which can be reproduced in writing. The withdrawal of the consent does not have a retroactive effect. The withdrawal of the consent does not preclude the further processing of the data by the Bank for the fulfillment of the obligations provided in legislation, the performance of the contract or ensuring the performance of the contract (e.g. the processing of the data to protect the rights of the Bank in the case of violation of the contract by the Customer).
- 4.7.5. If the Customer finds that his/her rights have been violated upon the processing of personal data, the Customer may apply to the Bank or authorised processor of personal data or the Data Protection Inspectorate or a court with a claim for the termination of the violation.
- 4.7.6. If the rights of the Customer have been violated upon processing the personal data, the Customer may demand compensation for caused damage on the basis and pursuant to the extent provided by law.
- 4.7.7. The listing of the Customer's rights in the General Conditions of the Bank shall not limit the performance of other possible rights arising from legislation in connection with the processing of the personal data.

### 5. EXCHANGE OF INFORMATION

#### 5.1. Provision of information by the Bank

- 5.1.1. The Bank shall provide to the Customer information in its service halls, on the website or through the mass media. If necessary, the Bank shall submit to the Customer personal notices on the legal relationship through the Internet bank, website, post or other communication means (e.g. e-mail).

- 5.1.2. Unless it arises otherwise from the corresponding information, the information provided by the Bank to the Customer shall not be regarded as an offer or advice to make a transaction.
- 5.1.3. Personal notices which the Bank has sent to the Customer are deemed to be duly served to the Customer if the time period which has passed from the sending of the notices to the contact address or number of the Customer or a person entitled to receive the notices is such as is usually necessary for communicating the notice through the corresponding means of communication, unless another time period is provided for by the General or Main Conditions of the Contract.

#### 5.2. Provision of information by the Customer

- 5.2.1. The Customer shall submit to the Bank information in writing, in a format which can be reproduced in writing or any other form agreed upon.
- 5.2.2. If the Customer has not received notices from the Bank, the receipt of which the Customer may assume or whose receipt is agreed upon in the contract, the Customer shall immediately notify the Bank thereof if the period of time has passed during which the receipt of notice might have been expected.
- 5.2.3. The Customer is required to immediately verify the correctness of the information contained in the notice received from the Bank and, upon detection of any inaccuracies, to immediately submit to the Bank objections after the receipt of the notice.
- 5.2.4. The Customer is required to immediately inform the Bank of any circumstances which influence or may influence the performance of the obligations of the Customer and the Bank, including the loss or theft of an identity document or any other identification means, or the removal thereof from his/her possession that is otherwise contrary to his/her will.
- 5.2.5. The Customer is required to immediately inform the Bank in writing or any other manner agreed upon of any changes in the data fixated in the contract concluded with the Bank or the documents submitted to the Bank, including any changes in the name, address, number of the communication means or e-mail address and the information of the representative, any action, execution or bankruptcy proceeding commenced against the Customer and the declaration of bankruptcy of the Customer. A legal person shall also inform the Bank of the transformation, merger, division, commencement of compulsory dissolution or liquidation proceeding of the legal person and its deletion from the register. The Bank may demand from the Customer the original documents being the basis of the changes or their notarised copies.
- 5.2.6. The obligation to provide information also applies in case the information and data specified in clauses 4.2.4 and 4.2.5 are registered in a public register, publicly available publication or are disclosed through mass media.

### 6. INTEREST AND SERVICE FEES

#### 6.1. Interest

- 6.1.1. The Customer shall pay the Bank interest for using the finances received from the Bank at the rate and on the conditions provided by the Contract. The interest payable by the Bank to the Customer shall be paid according to the conditions provided in the contract.
- 6.1.2. The Bank shall calculate the interest on the basis of the rate which is established for the corresponding service in the price list or has been agreed upon in the contract.
- 6.1.3. The Bank has the right to unilaterally change the interest rate and the procedure for calculating the interest. If the interest rate and its calculation procedure have been fixated in the contract, the interest can be changed by the agreement of the parties unless the contract provides otherwise.
- 6.1.4. If the law provides the obligation to pay income tax on the interest, the Bank shall withhold the income tax on the payable amount of interest on the basis and pursuant to the procedure provided by law.

#### 6.2. Service fees

- 6.2.1. The Bank has the right to charge and the Customer has the right to pay a fee for the provided services, which is specified in the price list and/or the contract.

- 6.2.2. In addition to the costs specified in the price list and agreed upon in the contract, the Customer shall bear the costs of the Bank which arise from the operations made in the interest of the Customer (including communication costs, notary fees, etc.) and the costs related to the legal relationship (e.g. the costs for establishing a security, transfer, deletion, insurance and debt collection costs).
- 6.2.3. For the services not specified in the price list, the Customer shall be liable according to the actual costs of the Bank.
- 6.2.4. If a new currency is introduced instead of the current currency of the transaction relationship, the Bank may unilaterally change the currency of the transaction relationship and recalculate the proprietary liabilities into the new currency on the basis of the official exchange rate.

## 7. BLOCKING AND ARRESTING

### 7.1. Blocking

- 7.1.1. Blocking is an activity as a result of which the right of the Customer to make transactions or other operations (including disposal of proprietary rights) has been partially or fully suspended at the initiative of the Bank or the Customer.
- 7.1.2. The Customer is required to give a blocking order to the Bank in writing in the service hall of the Bank or otherwise as agreed upon by the Customer and the Bank.
- 7.1.3. Upon granting an oral blocking order, the person giving the order must provide a password; if the latter is missing, the Bank has the right to ask the person giving the order questions based on the information in the database of the Bank about the Customer who requests blocking, in order to be convinced of the identity. If the Bank doubts the identity of the person, the Bank may refuse to block the service. In that case the Bank shall not be liable for damage caused by refusal to block the service.
- 7.1.4. The Bank has the right to unilaterally block the using of the service, above all, if the Bank suspects the Customer of money laundering or terrorist financing, the Customer has violated his/her obligations to the Bank, the Bank has been submitted controversial information or data on the persons with the right of representation or the Bank has been submitted documentation whose accuracy the Bank has grounds to doubt.
- 7.1.5. The Bank shall release the use of the service from blocking if the circumstances being the basis of blocking cease to exist. The Bank is not liable for the damage arising from the blocking of the service.

### 7.2. Arresting

- 7.2.1. The Bank shall arrest the proprietary rights of the Customer in the possession of the Bank upon the request of a third party only in the events and pursuant to the procedure provided by law (e.g. upon the order of a bailiff).
- 7.2.2. The Bank shall release the proprietary rights of the Customer in the possession of the Bank from arrest on the basis of an order of the person or body who made the arresting decision, order or prescription, or on the basis of a court judgement which has entered into force.

## 8. EXTRAORDINARY CANCELLATION OF THE CONTRACT

- 8.1. The Bank has the right to unilaterally cancel the Contract without following the prior notification term if the Customer substantially violates the contractual obligation.
- 8.2. Substantial violation of the contractual obligation involves, above all, the events when:
- 8.2.1. the Customer or a person related to the Customer violates an obligation, the precise performance of which is a precondition for the continuation of the Bank's interest in the performance of the contract; such obligations include:

- 8.2.1.1. upon establishment of the identity, to submit correct, complete and accurate data, also to submit documents to verify the data being the basis for establishing the identity;
- 8.2.1.2. to inform the Bank of changes of the data fixated in any contracts concluded with the Bank or fixated in the documents submitted to the Bank;
- 8.2.1.3. to submit accurate data on his/her economic condition, if such information is of significant importance to the Bank upon deciding on the grant of credit, acceptance of suretyship or upon other operations;
- 8.2.1.4. to inform the Bank of the aggravation of his/her economic condition or other circumstances which may obstruct the due performance of obligations to the Bank;
- 8.2.2. the Customer or a person related to him/her does not submit upon the request of the Bank or a person within the same group with the Bank the data and documents certifying the legality of his/her economic activities or legal origin of the finances or other assets used in the transaction, uses dummies upon making transactions, or the Bank suspects, for any other reason, the Customer or a person related to him/her of money laundering or terrorist financing;
- 8.2.3. the Customer violates an obligation arising from the contract concluded with the Bank or a person within the same group with the Bank, as a result of which the Bank has grounds to assume that the Customer will not also in the future perform his/her obligations duly (e.g. the Customer has repeatedly delayed in the performance of their obligations);
- 8.2.4. according to a substantiated opinion of the Bank, the circumstances which have come to the knowledge of the Bank may prevent the Customer from performing his/her obligations duly or may substantially affect the business activities or financial condition of the Customer (e.g. a bankruptcy or liquidation proceeding commenced against the Customer);
- 8.2.5. the Customer has by his/her acts deliberately or due to gross negligence caused damage or a real threat of damage to the Bank or a person within the same group with the Bank.
- 8.3. The Bank also has the right to extraordinary cancellation of the Contract in case the Customer has notified the Bank of the withdrawal of the consent for processing of the personal data and it is not possible to perform the contract concluded with the Customer without the processing of the personal data.
- 8.4. Before the extraordinary cancellation of the contract, the Bank shall thoroughly consider all of the circumstances and shall make a decision based on the principle of reasonability.

## 9. RIGHTS OF THE BANK UPON PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

- 9.1. To prevent money laundering and terrorist financing, the Bank has the right:
- 9.1.1. during the concluding or performing of the contract, to request from the Customer additional information on his/her economic activities, which would reveal, inter alia, the Customer's exact area of activities, main contractual partners, turnover, share of cash and no-cash transactions, frequency of transactions, etc;
- 9.1.2. to request from the Customer any further information to find out the origin of money or other assets used in the transactions, including to receive from the Customer documents being the basis of the transaction (such as sales contracts, goods consignment documents, customs documents, invoices, etc.) and/or data on the counterparty of the transaction or other person related to the transaction;
- 9.1.3. to refuse to make the transaction or return the received finances to the payer if the Customer does not submit upon the request of the Bank the documents certifying the legal origin of the finances or other assets used in the transaction;
- 9.1.4. to regularly verify the correctness of the data being the basis for establishing the Customer's identity and demand from the Customer the submission of relevant documents.
- 9.2. The rights specified in clause 9.1 shall not prevent the exercise by the Bank of other rights related to the prevention of money laundering and terrorist financing.

**10. LIABILITY**

- 10.1. The Bank and the Customer shall perform their obligations duly, in good faith, in compliance with due diligence, and considering the customs and practices established between the parties.
- 10.2. The parties are liable for wrongful non-performance or undue performance of the obligations.
- 10.3. The parties shall not be liable for violation of the obligations if this is caused by force majeure. Force majeure is understood as being circumstances which the obliged party could not influence, including unlawful disturbance of the activities of the party by third parties (e.g. a bomb threat, bank robbery, etc.), also other events beyond the control of the party (e.g. a strike, moratorium, interruption in electricity supply, general disorder of computer systems, activities of public bodies, etc.).
- 10.4. The Bank shall not be liable for the services and information provided by third parties through the Bank, neither for indirect damage caused to the Customer (e.g. loss of profit, etc.).
- 10.5. The Bank shall not be liable for damage caused by a change in the exchange rate of currency or security, or other investment risks.
- 10.6. The Bank shall not be liable for damage caused by unawareness of the Bank of the deficiencies of the active or legal capacity of a legal person or the deficiencies of the active or legal capacity of a natural person.
- 10.7. The Bank shall be liable for damage if it is caused by the intent or gross negligence of the Bank.
- 10.8. The Customer is liable for the performance of the obligation to provide information and for the correctness of the data submitted to the Bank.
- 10.9. Upon non-performance by the Customer of the obligation to provide information, the Bank assumes the correctness of the information in its possession and shall not be liable for damage caused to the Customer and/or third persons due to non-performance of the obligation to provide information.
- 10.10. The Customer is required to compensate the Bank for damage caused by submission of wrong data, non-notification of a change in the data or failure to formulate changes in the required manner.

**11. RESOLUTION OF DISPUTES**

- 11.1. The bank and the client shall seek to resolve any disputes between them by way of negotiations.
- 11.2. If a dispute cannot be resolved on the basis of a written complaint, the client shall file a complaint with the bank, which is made in writing or in a format that can be reproduced in writing and includes references to the circumstances and documents on the basis of which the complaint is filed. If the client refers to a document in the complaint, which is not freely available to the bank, the document that contains the relevant data must be enclosed with the complaint. The bank shall confirm receipt of the complaint in the same format.
- 11.3. The bank shall review a complaint within 15 calendar days of receipt of the complaint. If the complaint cannot be resolved within this time, the Bank shall notify the client thereof and set a new reasonable deadline during which it shall respond to the complaint.
- 11.4. Notification of the bank's decision shall be given pursuant to the procedure and in the manner stipulated in the contract. The bank shall justify its decision to not satisfy the complaint or to satisfy it partially.
- 11.5. If the bank and the client fail to reach an agreement, the dispute shall be resolved by an independent body conducting extra-judicial proceedings or a court having jurisdiction at the bank's location, unless a different jurisdiction is stipulated by law or the contract. The bank is supervised by the Financial Supervision Authority (address Sakala 4, 15030 Tallinn, telephone 6680 500, fax 6680 501, e-mail [info@fi.ee](mailto:info@fi.ee)).
- 11.6. The laws of Estonian shall be applied to the legal relationships between the bank and the client, unless otherwise agreed by the bank and the client.