



Terms and Conditions of eServices Agreement

1 DEFINITIONS

Account is a Customer's current account with the Bank which can be used via NetBank.

Agreement is eServices Agreement together with these Terms and Conditions of eServices Agreement.

Bank is OP Corporate Bank plc Eesti filiaal (OP Corporate Bank plc Estonian branch), with registry code in the Estonian Commercial Register 11534064.

Customer is the person specified as Customer on the front page of the Agreement.

eServices are the Bank's services offered via NetBank.

NetBank is a communication channel enabling Users to perform Operations via the Internet.

Operation is submission of a payment order, exchange of information and usage of any other service of the Bank via NetBank (e.g. conclusion or amendment of an agreement, appointment of Users or determination of their rights).

Parties are the Customer and the Bank.

Security Keys are the personalised means whereby the Bank enables access to eServices and identifies the User (e.g. code card, PIN-calculator, ID-card/Digi-ID, mobile-ID).

User is a natural person appointed by the Customer to use eServices in the name and on account of the Customer.

2 GENERAL PROVISIONS

2.1 This Agreement defines the rights and obligations of the Bank, Customer and Users in using eServices. The Customer and Users shall also follow any instructions issued by the Bank concerning the use of eServices.

2.2 The Bank's services accessible via NetBank are governed by the terms of the relevant services, taking into account the variances ensuing from this Agreement and from the nature of eServices.

2.3 The General Terms and Conditions of the Bank shall supplement this Agreement and apply in all other respects.

2.4 The Customer shall be obliged to familiarize the terms of the Agreement to Users. The Customer shall be liable for the Users observing these terms.

2.5 The Bank shall have the right to amend the Agreement as set forth in clause 3 of the General Terms and Conditions of the Bank. The Bank shall also have the right to amend the selection and contents of eServices by informing the Customer thereof on the Bank's website, in the NetBank and/or by any other means.

3 TECHNICAL REQUIREMENTS

3.1 For using eServices, the means of communication and connections of the User must meet the technical requirements established by the Bank. The requirements are available on the Bank's website.

3.2 The Customer shall be liable for obtaining technical equipment suitable for using eServices, and for the security of computers and the Internet connections of the Users. The use of unsecured or unprotected computer or Internet connection causes high risk of unauthorized use of eServices.

3.3 The Bank shall not be liable for providing equipment, applications or network services necessary for using eServices.

4 USERS

4.1 Users perform Operations in the name and on account of the Customer. The Customer shall be liable for the activities of the Users as for its own activities.

4.2 The Users and their rights shall first be specified when the Agreement is concluded. The Customer may at any later time change the Users' rights and appoint new Users either via NetBank by its appointed administrator or by signing a relevant amendment with the Bank.

4.3 Before appointing a User, the Customer must enable the Bank to identify the User and to register him/her in the Bank's system.

4.4 The Users can be given different rights (e.g. right to receive account information, make payments, conclude agreements). Administrator is the User with most extensive rights, being allowed to perform Operations himself/herself as well as to appoint via NetBank new Users and to change and terminate their rights. The administrator is not allowed to change via NetBank his/her own rights or the rights of another administrator nor to appoint a new administrator. The administrator can be appointed and his/her rights be changed only in a document to be signed by the Bank and the Customer's representative (e.g. management board member) having the relevant authority.

4.5 Before starting to use eServices, Users shall familiarise themselves with their terms of use, including the terms of this Agreement relevant to them. The Customer shall ensure that Users get familiar with the said terms and follow them.

4.6 The Bank shall be entitled, with good reason, to reject appointment of a User or to terminate rights of an existing User by notifying the Customer thereof without delay.

4.7 User rights can be granted, changed and terminated only under and in accordance with this Agreement. For the avoidance of doubt, the scope and validity of User rights shall not be dependent on the existence of any other relations (if any) between the Customer and User, such as e.g. employment relationship or contractual relationship of any other kind, membership in a management body, shareholding etc. The Customer shall be liable for terminating of any unnecessary User rights without delay.

5 IDENTIFICATION OF THE USER

5.1 To use eServices, the Bank shall identify the User on the basis of the Security Keys.

5.2 The Bank shall, in the absence of manifest circumstances showing contrary, be entitled to presume that the Security Keys are used by the User.

6 PROTECTING THE SECURITY KEYS

6.1 The User shall be obliged to take all necessary measures in order to maintain the Security Keys and their codes in his/her possession and to keep them confidential. The User shall be obliged not to disclose the codes of the Security Keys to any other person. The User shall ensure that other persons are not using the Security Keys and their codes.

6.2 The User shall be obliged to immediately give a notice of the loss or theft of the Security Keys or their codes. The User shall also immediately give a notice if the codes of the Security Keys have become known, or the User suspects that they may

have become known, to any other person. Such notice must be given at least in one of the below ways:

(i) In the occasion related to any type of the Security Keys the notice can be given to the Bank by phone (+372) 6 630 845, in the Bank's office or by any other means acceptable to the Bank. Upon receiving the notice, the Bank shall block the access to eServices with the Security Keys named in the notice;

(ii) In the occasion related to ID-card/Digi-ID the notice can be given to the Certification Centre's ID-card helpline 1777 or (+372) 6 773 377. Upon receiving the notice, the Certification Centre shall block the use of the ID-card/Digi-ID in all electronic channels;

(iii) In the occasion related to mobile phone/mobile-ID the notice can be given to mobile network operator who issued the relevant mobile-ID. Upon receiving the notice, the mobile network operator shall block the use of the mobile-ID in all channels.

6.3 The Bank shall not be liable for damage caused by the blocking of the access to eServices based on a false notification.

6.4 The User shall be obliged to provide the Bank, without delay, with information about circumstances of losing the possession of the Security Keys or of becoming their codes known to another person.

6.5 To restore the access to eServices the User or Customer shall contact the Bank. If the use of the ID-card/Digi-ID or the mobile-ID has been blocked in all channels, then, in order to restore their operation, respectively the Police and Border Guard Board or mobile network operator must be contacted.

6.6 A breach by User of the obligations set forth in clauses 6.1 and 6.2 causes high risk of unauthorized use of eServices.

7 UNAUTHORISED USE OF eSERVICES

7.1 The Customer shall bear the risk of unauthorised use of eServices and shall be liable for any damage caused by unauthorised use of eServices.

7.2 The Customer shall not bear the risk of unauthorised use of eServices and shall not be liable for damage that was caused by unauthorized use of eServices after the notice was given according to clause 6.2 above, unless the unauthorized use involved a fraud by the Customer or User.

8 PERFORMING THE OPERATIONS

8.1 The Bank shall provide eServices within service hours determined by the Bank. The Bank shall have the right to suspend provision of eServices for the system maintenance.

8.2 The User shall be entitled to use eServices according to his/her User rights. User rights are Account based, which means that Users may have different rights concerning different Accounts. For making payments from an Account also joint rights can be given, in which case a payment must be authorized by the required number of Users.

8.3 The User shall be obliged to notify the Bank, without delay, about any errors or disturbances hindering the use of eServices, as well as of any unauthorized Operations.

8.4 For security purposes the Parties may agree that the Bank shall ask approval for certain Operations before performing them, by calling the phone number given for this purpose by the Customer. The Customer shall ensure that the person

answering the call is entitled to approve such Operations. The Bank shall have the right to refuse from performing the Operation if that person shall not approve the Operation or if the call is not answered.

8.5 The Bank shall have the right to refuse from performing the Operation if the Security Keys have been used incorrectly or if the Bank has doubts about the identity of the User.

9 PAYMENT LIMITS

9.1 Payment limit is a maximum amount to the extent of which a User can authorize payments.

9.2 The applicable payment limits shall first be established when the Agreement is concluded.

9.3 Payment limits can be changed and limits for new Users established by administrator in the NetBank. The administrator shall not however be able to change his/her own payment limits or payment limits of another administrator. Payment limits of an administrator (and also payment limits of any other User) can be changed in a document to be signed by the Bank and the Customer's representative (e.g. management board member) having the relevant authority.

9.4 The Bank shall be entitled, with good reason (e.g. to ensure security of eServices), to establish new and/or to change the existing payment limits by informing the relevant User and Customer thereof.

9.5 The payment limits shall not apply to currency exchanges.

10 RECORDING

The Bank shall be entitled to record all NetBank sessions and phone calls related to the Operations. The recordings may be used as evidence of the Operations performed.

11 BLOCKING THE ACCESS TO eSERVICES AT THE BANK'S INITIATIVE

11.1 The Bank shall be entitled to block the access of a User to eServices if:

- (i) the Customer fails to fulfil a payment obligation to the Bank under this Agreement or any other agreement;
- (ii) the Bank has doubts that the Security Keys are misused or are in danger of being misused;
- (iii) hardware, software or means of communication used by a User endanger the security of eServices.

11.2 The Bank shall notify the Customer of the blocking and its reasons as soon as possible.

11.3 The Bank shall restore the access of a User to eServices once the reasons for blocking no longer exist.

12 COMPLAINTS

The Customer shall have the right to file complaints and claims concerning the Operations to the Bank within 60 (sixty) days as of performance of the Operation. The Bank shall have the right not to consider a complaint or claim submitted after expiry of the aforesaid term.

13 FEES

13.1 The Customer shall pay fees for using eServices pursuant to the Bank's price list valid at any given time. The price list is available on the Bank's website www.opbank.ee and in the Bank's offices.

13.2 The Bank shall debit the fees from the Customer's account without any additional order by the Customer. The Customer shall ensure that its account contains sufficient funds to enable the Bank to debit the fees. In other respects provisions of the current account agreement made between the Customer and the Bank shall apply to the payment of the fees.

13.3 The Bank shall have the right to change the fees by notifying the Customer thereof at least 30 days in advance.

14 ENTRY INTO FORCE AND TERMINATION OF THE AGREEMENT

14.1 The Agreement shall enter into force upon signing by the Parties and shall be effective until further notice.

14.2 The Customer shall have the right to terminate the Agreement at any time by notifying the Bank thereof at least 1 (one) working day in advance.

14.3 The Bank shall have the right to terminate the Agreement by way of ordinary cancellation by notifying the Customer thereof at least 30 (thirty) days in advance, or by way of extraordinary cancellation according to the General Terms and Conditions of the Bank.

14.4 Payment orders and other instructions given prior to termination of the Agreement shall be fulfilled by the Bank in accordance with their terms, unless agreed otherwise by the Parties.

14.5 The Agreement terminates automatically when it is not any more linked to any Account (e.g. due to closing the Accounts).