

TERMS AND CONDITIONS OF THE INTERNET BANK PERSONAL KEY AGREEMENT

1. GENERAL PROVISIONS

1.1. The Internet bank personal key agreement (hereinafter the Agreement) is an agreement concluded between AS Eesti Krediidipank (hereinafter the Bank) and a natural person (hereinafter the Customer), regulating the relations between the Bank and the Customer in the disposal of the accounts of the Customer or another person (hereinafter the Account) and the use of other services rendered by the Bank via the Internet. The precondition for entry into the Agreement is a valid Settlement Agreement between the Bank and the Account (with regard to which the Agreement is concluded) holder.

1.2. Settlement Agreement is an agreement whereby the Bank opens a payment account for the Customer and establishes the terms and conditions for the provision of payment services.

1.3. Payment Transaction is a money transfer executed on the basis of the Customer's Payment Order.

1.4. Transaction is a payment transaction of another transaction executed on the basis of the Customer's order.

1.5. Price List is the price list for the Bank's services and products.

1.6. Third party is a natural or legal person who is not the Bank or the Customer for the purposes of the Agreement.

1.7. Terms and conditions of the agreements of internet banking are set in Appendix 1.

1.8. For the operation of the Account of another person via the Internet bank, the authorisation limits shall be established for the Customer – i.e. the daily and monthly limits of transactions (hereinafter Scope of Authorisation) shall be established in the authorisation document issued by the corresponding Account holder.

1.9. In relations between the Bank and the Customer not regulated by the terms and conditions of the Agreement, the parties shall be governed by the Terms and Conditions of the Settlement Agreement and the General Terms and Conditions for relations between the Bank and the Customer, which form integral part of this Agreement.

2. INTERNET BANK PERSONAL KEY

2.1. The Internet bank personal key is a set of security elements (hereinafter the Personal Key) which allows the Customer to execute Transactions via the Internet bank.

2.2. On the conclusion of the Agreement, the Bank and the Customer shall agree on the types of the Personal Key to be used by the Customer in the Internet bank:

2.2.1. Standard – the Personal Key consists of the user ID assigned by the Bank, the password designated by the Customer, and the code card codes.

2.2.2. Key file – the Personal Key consists of the user ID assigned by the Bank, the password designated by the Customer, code card codes, and the secret key file located on the Customer's computer. The secret key file shall be generated by the Customer on his/her computer (browser) upon initial entry into the Internet bank, by previously submitting the other parts of the Personal Key for identification.

2.2.3. ID card – the Personal Key consists of the user ID assigned by the Bank, the password designated by the Customer, and the identity card issued to the Customer by the Police and Border Guard Board. The ID card may be replaced by the Mobile ID issued by the mobile operator on the basis of the ID card.

In order to check the validity of the ID card and the Mobile ID, the Bank shall use the option of public verification of the certificates created by the ID card certifier in accordance with the Digital Signatures Act.

2.2.4. Krediidipank's ID card – the Personal Key consists of the user ID assigned by the Bank, the password designated by the Customer, and a processor card issued by the Bank.

2.3. The types of the Personal Key to be used by the Customer shall be specified in the main terms and conditions of the Agreement. The Bank shall enable use of the Internet bank only upon presentation of all parts of the Personal Key.

2.4. The Customer is obliged to notify the Bank of any technical errors or malfunctions hindering the use of the Personal Key.

3. ENSURING SECURITY OF THE PERSONAL KEY

3.1. The Bank shall hand the parts of the Personal Key over to the Customer in person at the branch office, previously identifying the Customer. The Bank shall not hand the parts of the Personal Key over to third parties, or deliver the parts of the Personal Key by post or courier.

3.2. In order to ensure security of the Personal Key, the Customer is obliged to:

3.2.1. memorize the password and keep it strictly confidential, not to record it in a form that can be identified by third parties so as to avoid disclosure of the password to third parties;

3.2.2. keep all parts of the Personal Key in his/her possession and to do his/her best to avoid disclosure of the Personal Key or parts of the Personal Key to third parties;

3.2.3. not to use the Personal Key before reading the Internet bank instructions;

3.2.4. not to use the Personal Key if it proves impossible, for some reason, to adhere to the requirements stipulated in Chapter 3 of the Internet bank instruction, "Fundamentals of Secure Usage";

3.2.5. immediately notify the Bank of the loss or potential disclosure of any part of the Personal Key to third parties by submitting to the Bank a notice for blocking of the use of the Personal Key in a manner acceptable to the Bank (hereinafter the Blocking Notice).

3.3. The Customer may submit the Blocking Notice at the branch offices of the Bank during the business hours, as well as at the telephone number indicated in the Agreement round the clock. Upon reception of the Blocking Notice, the Bank shall identify the Customer on the basis of the Agreement data.

3.4. Upon reception of the Blocking Notice, the Bank shall apply all means at its disposal to block the use of the Personal Key.

3.5. The Customer shall have the right to block the Personal Key at any time.

3.6. The Bank shall block the Personal Key in its own initiative, if:

3.6.1. The Customer is in breach of a contractual obligation to the Bank;

3.6.2. The Customer repeatedly (at least three times in a row) enters a part of the Personal Key incorrectly;

3.6.3. The Bank has learned of circumstances which give reason to suspect that the Personal Key is used by a third party;

3.6.4. The customer has not used Private Key for internet banking during two following years;

3.6.5. for other Customer security considerations.

3.7. if possible, the Bank shall notify the Customer, in the manner agreed in the Settlement Agreement, of the blocking of the Personal Key and the reasons thereof immediately after the blocking of the Personal Key.

3.8. The Bank shall unblock the Personal Key or issue a new Personal Key when the reasons serving as the basis for the blocking cease to exist.

3.9. The Bank may release the Personal Key from the block established on the basis of the Customer's Blocking Notice on the basis of a written application submitted by the Customer at the Bank's branch office, by issuing new parts of the Personal Key to the Customer.

4. TRANSACTIONS AND TRANSACTION LIMITS

4.1. A limit is a daily or monthly limit for the Customer's Payment Transactions, and shall be specified in the main terms and conditions of the Agreement.

4.2. For the purposes of ensuring Customer security, the Bank shall have the right to establish maximum limits for different Personal Keys.

4.3. In the conclusion of the Agreement, the Customer and the Bank shall agree on a separate daily and monthly limit for each Personal Key in use, with the total limit not exceeding the daily and monthly limits established for Payment Transactions. The Customer shall have the right to change the Personal Key limits within the maximum limits established by the Bank.

4.4. The Internet bank allows the Customer to:

4.4.1. give Payment Orders to the Bank;

4.4.2. obtain information on the Transactions conducted on the Account;

4.4.3. give the Bank orders to disburse information;

4.4.4. enter, change or determine the Agreement with the Bank on the terms and conditions allowed by the internet banking.

4.4.5. give the Bank other orders allowed by the Bank to be given via the Internet bank.

4.5. In order to give Payment Orders and conduct other transactions, the Customer shall contact the Internet server via the Bank's Internet address.

4.6. Upon appropriate presentation of the parts of the Personal Key, the Bank shall allow the Customer to operate the Account in accordance with the terms and conditions of the Settlement Agreement.

4.7. In order to conduct a transaction via the Internet bank, the Customer shall give the Payment Order pursuant to the procedure established by the Bank.

4.8. The Customer shall conduct Transactions within the daily and monthly limits and the Scope of Authorisation established in the Agreement.

4.9. Payment Orders and other orders given by the Customer with the Personal Key via the Internet bank shall be considered as authorised by the Customer.

4.10. In the conclusion of Transactions, the Customer is obliged to adhere to the instructions and warnings communicated by the Internet bank server.

4.11. The Bank shall execute the Payment Orders and other orders given with the Personal Key pursuant to the procedure and by the terms established by the Bank.

4.12. The Bank shall have the right to withhold execution of the Customer's order, if:

4.12.1. the Account with respect to which the order was given has been blocked or seized;

4.12.2. the order exceeds the daily or monthly limits or the Scope of Authorisation established in the Agreement;

4.12.3. there are insufficient funds on the Account for execution of the order and payment of the service charges;

4.12.4. the data contained in the order are insufficient or do not comply with the Bank's requirements in other ways ;

4.12.5. on other bases stipulated in the General Terms and Conditions for relations between the Bank and the Customer, the Settlement Agreement or legal acts.

4.13. The Customer shall have the right to obtain information on the execution of the order via the Internet bank free of charge, and at the Bank's branch offices for a price specified in the Price List.

4.14. The Bank shall have the right to verify the Customer's order by phone; if the Bank fails to receive the Customer's confirmation, the Bank shall have the right, for security purposes, to withhold execution of the order.

5. SERVICE CHARGES

5.1. The Customer is obliged to pay to the Bank the service charge specified in the Price List for the issue of a Personal Key, and, if necessary, the configuration consulting.

5.2. For the execution of the payment orders given via the Internet bank, the Customer shall pay in accordance with the Terms and Conditions of the Settlement Agreement and the Price List.

5.3. The service charges specified in the Price List for the use of the Internet bank services shall be paid to the Bank during the entire period of validity of the Agreement, including in the period when the Personal Key was blocked.

5.4. The Bank's service charges shall be paid by the corresponding Account holder.

5.5. The Bank shall have the right to debit the contractual fees from the Account without the Customer's previous order. The Customer shall hereby grant the Bank the right to conduct the above operation.

6. LIABILITY

6.1. Non-purposeful use of the Internet bank (including for illegal activity or in a manner which may damage the Bank or a third party) is forbidden.

6.2. The Customer shall be held fully liable to the Bank for the fulfilment of the obligations arising from the Agreement.

6.3. The Customer shall bear the risk of theft or loss of the Personal Key until submission of the Blocking Notice specified in clause 3.2.5 to the Bank, and shall be liable for any damage thereof pursuant to the procedure and within the scope provided by law.

6.4. If the Customer violates, in the use of the Internet bank, the terms and conditions established in the Agreement, the Customer shall be obliged to pay the Bank a contractual penalty in accordance with the Bank's valid Price List.

6.5. The Customer shall be held fully liable for the entire damage caused to the Bank, if the Customer deliberately or due to gross negligence violates an obligation stipulated in the Agreement or the legal act, or if the Customer commits a fraud.

6.6. The Bank shall be held liable for the fulfilment of the contractual obligations in accordance with the law.

6.7. The Bank shall not be liable for the goods and services paid for via the Internet bank, or for any damage caused by the blocking of the Personal Key due to an erroneous Blocking Notice, or for other circumstances beyond the Bank's control.

6.8. The Bank shall record all Internet bank communication sessions and shall use the recordings for verifying execution of Transactions, if necessary.

6.9. The Customer shall have the right to contest the executed Transactions and demand potential compensation pursuant to the procedure stipulated in the Settlement Agreement.

7. CONFIDENTIALITY

7.1. The Bank and the Customer are obliged not to disclose any information related to the Agreement and the performance of the Agreement to third parties, unless the corresponding right or obligation is provided by law.

7.2. The Bank shall have the right to disclose the information related to the Agreement and the performance of the Agreement to third parties in the cases stipulated in the Bank's General Terms and Conditions.

8. VALIDITY AND AMENDMENT OF THE AGREEMENT.

SETTLEMENT OF DISPUTES

8.1. The Agreement shall enter into force upon its signing by the parties to the Agreement and shall be concluded without a term.

8.2. The Bank shall have the right to unilaterally amend the terms and conditions of the Agreement by previously notifying the Customer thereof in the manner agreed in the Settlement Agreement, and allowing the Customer a period of at least two months for cancellation of the Agreement. If the Customer has failed to cancel the Agreement within the above term, it shall be deemed that the Customer has accepted the amendments.

8.3. The Bank shall have the right, in exceptional cases, to unilaterally change the limits of the Customer's Personal Keys without giving advance notification, if this is required for ensuring security of the Customer's Transactions.

8.4. The Customer shall have the right to cancel the Agreement at any time, by submitting to the Bank a corresponding written application at the branch office or via the Internet bank. The Agreement shall be terminated on the day of reception of the application, unless a later date is established in the Customer's application.

8.5. The Bank shall have the right to unilaterally cancel the Settlement Agreement at any time, by notifying the Customer in writing thereof at least two (2) months in advance.

8.6. The Agreement may be terminated on the agreement between the Bank and the Customer at any time. Termination of the Agreement by agreement of the parties shall be prepared in writing.

8.7. In the cases stipulated in the Settlement Agreement or legal acts, the Bank shall have the right to immediately cancel the Agreement without any advance notification.

8.8. Termination/expiry of the Agreement shall not affect the falling due and settlement of obligations which arose before the termination of the Agreement. The Bank shall have the right to debit the Account for any Transaction amounts, service charges and other contractual debts which arose before the termination of the Agreement.

8.9. The Customer's claims and complaints shall be settled in accordance with the Terms and Conditions of the Settlement Agreement and the General Terms and Conditions for relations between the Bank and the Customer.

The Customer shall confirm that the Customer has read the terms and conditions of the Agreement, the terms and Conditions of the Settlement Agreement and the General Terms and Conditions for relations between the Bank and the Customer, and agrees to the terms stipulated therein.