



## TERMS OF USE FOR BRIDGE REMOTE ACCESS INSTRUMENT

### 1. Terms and Definitions

- 1.1. **Agreement** – this Agreement with the annex entered into by the Parties for use remote access Bridge service.
- 1.2. **Service** – the Bank enables the Customer to use the remote access instrument for making payments and exchanging information between the Bank and the Customer.
- 1.3. **User** – the Customer's representative who is appointed by the Customer upon entry into the Agreement and who is entitled to dispose of and use the account(s) provided by this Agreement through the Service. The User rights are determined in the annex to the Agreement. A legal person cannot be appointed the User.
- 1.4. **Customer** – a business customer (legal person), who is an account holder.
- 1.5. **Account** – the Customer's account(s) shown in this Agreement or annex thereto.
- 1.6. **Payment Order** – a payment order complying with the Payment Terms of the Bank and given by the Customer.
- 1.7. **In matters not regulated by this Agreement, the Parties shall primarily, but not exclusively, follow the Terms and Conditions of Account Agreement, the Terms for Private Netbank and Telephone Bank and the Payment Terms.**

Unless otherwise specified in the terms and conditions of this Agreement, terms defined in the singular have the same meaning when used in the plural.

### 2. Use of Service

- 2.1. Upon using the Service, the User has the right to dispose of and use the funds on the Customer's Account related to the Agreement, submit Payment Orders, perform transactions and exchange information with the Bank as well as to use any and all services provided by the Bridge Service on the basis of the Agreement.
- 2.2. The list of Accounts related to the Service and the Users have been set out in the Agreement and the annex thereto.
- 2.3. When the User uses the Service, the Bank shall identify the User on the basis of their user ID and authentication tools. The list of authentication tools is given on the Bank's website at [www.luminor.ee](http://www.luminor.ee).
- 2.4. The User is required to prevent the user ID from falling into the possession of any third parties.
- 2.5. The Bank has the right, at its own discretion, to establish and, where necessary, change the methods and tools applied to identify the Customer and the User and used by the Users for accessing the Service.
- 2.6. The Bank has the right to determine and change the types of Payment Orders that can be transmitted through the Service.
- 2.7. The Bank shall stipulate technical requirements for software, equipment, data connections and data loading export/import support formats as well as is entitled to amend the above requirements.
- 2.8. The Customer has access to the Service 24/7, except in situations, where the provision of the Service is suspended due to failures, Service upgrading breaks, power supply outages and in similar situations. The Bank does not guarantee the uninterrupted availability of the Service.
- 2.9. Due to substantiated reasons the Bank may restrict the availability of the Service and the Customer is notified thereof at least by e-mail.
- 2.10. The Bank has the right, at its own discretion, to refuse to provide the Customer and/or User the Service or terminate access to all or part of the transactions through the system or establish other requirements for the systems.
- 2.11. The Bank shall provide the Customer with the Account information under the Terms and Conditions of Account Agreement and execute Payment Orders under the Payment Terms.
- 2.12. The Customer is required to immediately notify the Bank of any changes in the information set out in this Agreement at least in the format that can be reproduced in writing.
- 2.13. The Customer is also required to use the Services of the Bank only for legitimate purposes.

### 3. Retention of Transaction Details and Data Files

- 3.1. The Bank sends the data files and transaction details related to the Service to the Bank's data systems to enable the Customer to access and download the files and details. The Bank notifies the Customer of the period during which the data files are available to the Customer in the Bank's data systems (retention period) in the Service description. The Customer is required to immediately, but not later than before the expiry of the retention period, notify the Bank of potential errors in the data files or transaction details generated by the Bank.
- 3.2. After the expiry of the retention period, the Bank does not have the obligation to send data files or transaction details to the Customer by electronic means.

### 4. Provisions Applicable to Service

- 4.1. In addition to this Agreement, the Service is subject to the Terms for Private Netbank, the Bank's General Terms and Conditions, Terms and Conditions of Account Agreement, Payment Terms and the pricelist available on the Bank's website at [www.luminor.ee](http://www.luminor.ee).
- 4.2. Fees payable by the Customer to the Bank for the use of the Service are specified in the pricelist available on the Bank's website at [www.luminor.ee](http://www.luminor.ee).

- 4.3. The Bank has the right to unilaterally amend the terms of using the Service, sending the Customer a notice to the e-mail address specified in the Agreement at least 1 (one) month before the amendments enter into force.
- 4.4. If the Customer does not accept the amendments to the terms of use, the Customer has the right to cancel the Agreement within the term for advance notice. If the Customer has not cancelled the Agreement during this term, the Customer shall be deemed to have accepted the amendments to the terms of use.

#### **5. Entry into Force, Term and Termination of Agreement**

- 5.1. The Agreement shall take effect after the Parties have signed it and will remain in force for an unspecified term.
- 5.2. If the Agreement or the annex to the Agreement is signed electronically, the Agreement shall take effect after the Bank's representative has signed it on the day provided by the time stamp of the electronic signature of the Bank's representative.
- 5.3. The Customer is required to immediately notify the Bank in writing of the need to terminate or to add the User rights, and in order to change the User, the Parties shall draw up an annex to the Agreement.
- 5.4. The change in the Users and/or User rights enters into force with respect to the Bank after signing the relevant annex to the Agreement by the Parties.
- 5.5. A Party shall have the right to cancel the Agreement on an ordinary basis, giving the other Party a written notice thereof 1 (one) month in advance.
- 5.6. The Bank has the right to cancel the Agreement on an extraordinary basis without adhering to the term for advance notice if the Account Agreement entered into with the Customer expires or if restrictions are established on the Account operations or if the Bank's General Terms and Conditions or the terms and conditions applicable to the Agreement provide for any other grounds for extraordinary cancellation.
- 5.7. Upon ordinary cancellation of the Agreement by the Customer, the Customer shall also be liable, after the expiry of the Agreement, for the Payment Order or any other order given through the Service if the Payment Order or any other order has been given prior to the expiry date. The Bank has the right to execute the orders.

#### **6. Applicable Law and Dispute Resolution**

- 6.1. The Agreement is governed by the law of the Republic of Estonia.
- 6.2. Disputes arising from this Agreement shall be resolved by the Parties by way of negotiations and, failing agreement, the dispute shall be resolved by the Harju County Court as the court of first instance.