# **Terms and Conditions of Account Agreement**

Valid from 01.09, 2021

# I Terms and Definitions

1.1 The terms indicated below have the following meaning in the Terms and Conditions of the Account Agreement:

**Account** means a settlement or payment account for the execution of payment transactions on behalf of the Client (incl. for basic payment services), incl. for holding demand deposits.

**Account Number** means a unique combination of letters, symbols or numbers designated by the bank for the Account.

Account Currency means the currency in which the relevant Account has been opened.

**Account Agreement** means the payment service contract that regulates the terms and conditions of keeping the Account as well as the opening, use, disposal and closure of the Account and other terms and conditions required for the provision of the payment service.

**Authorisation of Payment** means the payer's consent to the execution of a payment transaction given by the payer in a manner agreed between the parties.

**Payment Order** means any order for making a payment given by the payer to the bank. A Payment Order may also be given via the payee.

**Acceptance of Payment Orders** means an act by the bank with which it assumes the obligation to execute a Payment Order on the condition that:

- the Client has sent all the information required for execution of the Payment Order to the bank:
- the Client has guaranteed sufficient Funds in the Account for making the payment and paying the fees.

Payment Terms means the bank's payment terms that are an annex to the Account Agreement.

**Bank** means the provider of the payment service as a credit institution, i.e. Luminor Bank AS, registry code 11315936, registered office Liivalaia 45, 10145 Tallinn.

### **Basic Payment Services**

 means opening, using and closing the Account; payment of cash into and withdrawal of cash from the Account; payments (incl. payments initiated from and received in the Account, standing orders and e-invoice standing orders); payments effected using a bank card (except for a credit card) and in the Internet Bank.

**General Terms and Conditions** means the general terms and conditions of the Bank that regulate the relationships between the Client and the Bank in addition to the Account Agreement.

**Funds** means the money held in the Account.

1.2 The other terms used in the Terms and Conditions of Account Agreement have the meaning provided for in the General Terms and Conditions or in the Payment Terms.

#### II General Provisions

- 2.1 The relationships between the parties are regulated by the Bank's General Terms and Conditions, the Bank's price list and the Payment Terms to the extent to which they have not been regulated in the Account Agreement. In addition to the above, the use of services linked to the Account is also regulated by the terms and conditions of the relevant products and services. The Client is not required to enter into an agreement for the use of another service with the Bank in order to enter into the Account Agreement and open an Account.
- 2.2 The Client's signature on the Account Agreement confirms that the Client has thoroughly read the Bank's General Terms and Conditions, the Payment Terms and the Terms and

Conditions of the Account Agreement and the price list, agrees with them and undertakes to comply with them and that the Client agrees to the disclosure of their data and processing of their personal data in accordance with the Bank's General Terms and Conditions and the Privacy Policy.

- 2.3 If a provision of the Account Agreement becomes invalid, this does not affect the validity of the other provisions of the Account Agreement.
- 2.4 The Account Agreement has been entered into in Estonian and the documents related to the Agreement will be prepared in Estonian, unless the parties have agreed to use another language accepted by the Bank.
- 2.5 The Account Agreement is governed by Estonian law.
- 2.6 Any complaints or disputes related to the Account Agreement will be resolved according to the provisions of the General Terms and Conditions of the Bank.

# **III** Foreign Currency in Account

- 3.1 The currency of the Account is the euro, unless the Client has determined another currency as the Account Currency in the Account Agreement. The Account can only be opened in a currency denominated by the Bank. The Bank may change the list of currencies unilaterally and terminate keeping them.
- 3.2 The Bank executes transactions only in the currencies denominated by the Bank. If the country of origin of a currency establishes restrictions, the Bank will be obliged to comply with them. Information about restrictions is available on the Bank's website.
- 3.3 The Bank has the right to postpone performance of obligations assumed in foreign currency or apply restrictions with regard to this if such postponement or application of restrictions is caused by force majeure circumstances in the country of origin of this currency. The Bank retains the right to execute transactions in another currency if the execution of the transactions in the indicated currency proves to be impossible due to circumstances for which the Bank is not responsible or which do not arise from the activities of the Bank.
- 3.4 Obligations expressed in foreign currency are subject to payment in the same currency.
- 3.5 The procedure for execution of foreign currency transactions is provided for in the Payment Terms.

### IV Opening the Account and Refusal to Open the Account

### 4.1 Opening the Account

- The Account is opened on the basis of the Account Agreement entered into between the Bank and the Client. The Account Agreement is entered into for an unspecified term.
- The Bank opens the Account(s) not later than within 10 (ten) settlement days of submission by the Client of the documents complying with the requirements of the Bank, which are the basis for identifying the Client.
- The Bank will inform a Client who is a natural person about the non-opening of an Account not later than within 10 (ten) settlement days. There is no obligation to inform a legal entity about the refusal to open an Account.
- The Bank will assign a number to the Account at its own discretion. The Bank has the right to change the Account Number unilaterally, giving the Client notice thereof in writing at least 90 (ninety) calendar days in advance.
- The Client may request the opening of several Accounts on the basis of the same Account Agreement. A separate Account must be opened for each currency and deposit in order to execute transactions in different currencies and hold deposits.

- The Account Agreement will enter into force after the parties have signed the Agreement. If the Agreement is signed electronically, the date the last esignature was given will be deemed the day the Agreement entered into force.
- 4.1.1. On the basis of the Agreement the Bank has the right to open an additional Account for the Client on the Bank's initiative if the Client's Account(s) is (are) subject to a restriction on disposal (seizure) in accordance with the Code of Enforcement Procedure in order to ensure the receipt and use by the Client of the minimum amount not subject to seizure. The Bank debits the Client's Account subject to seizure to the extent of the minimum amount not subject to seizure and credits the Client's Account opened under this sub-clause to the extent of the amount without any additional orders of the Client.
- 4.1.2. The Client can dispose of the amounts not subject to seizure (subsistence minimum not subject to seizure) as provided for in an instrument of seizure via the Account opened by the Bank and the Bank transfers the amounts not subject to seizure from the Client's Account to the Account opened by the Bank under the Agreement.
- 4.1.3. After the fulfilment of the claim set out in an instrument of seizure, the Bank has the right to close the Account opened without an additional order of the Client and cancel the service agreements linked to the Account extraordinarily without giving the required advance notice.
- 4.1.4. The prerequisite for using the basic payment services is entry into the Account Agreement. The entry into other additional agreements is not mandatory.

### 4.2 Refusal to Open the Account (incl. Basic Payment Services)

- 4.2.1 The Bank has the right to refuse to enter into the Account Agreement if the person who requested the opening of the Account:
  - fails to submit exhaustive data or documents to the Bank that are necessary for identifying the person or the person in whose interests they are acting;
  - is not the resident of Estonia or, according to the Bank's opinion, does not have a justified link with Estonia or a legal basis for staying in the European Union;
  - has, intentionally or through gross negligence, submitted to the Bank or an entity belonging to the same consolidation group as the Bank false or incomplete data or refused to submit data:
  - 4 has submitted a document to the Bank that has signs of forgery or does not comply with the Bank's requirements due to some other reason;
  - has not submitted, on the demand of the Bank, exhaustive data and/or documents to the Bank for the purpose of proving the lawful origin of their Funds:
  - to the knowledge of the Bank, is or has been associated with organised crime, money laundering or terrorist financing;
  - is or has been in a high-ranked national office (politically exposed person) in a country where the level of corruption is high;
  - 8 is a high-risk client, operates, according to the Bank's opinion, in a high-risk area of activity on the basis of the measures for assessment of the risk of money laundering and terrorist financing applied by the Bank;
  - does not, according to the Bank's opinion, comply with the risk policy (incl. risk appetite) of the Bank's customer base;
  - has caused significant damage to the Bank or a legal entity belonging to the same group as the Bank or a real risk of emergence of such damage with their activity or inactivity.

4.2.2 If the opening of the Account is requested by a legal entity, the requirements listed above will also be applied to the persons related to the applicant.

### V Use of Account

- 5.1 Only the Client or the legal or authorised representative of the Client, who has the right of representation for this, has the right to use and dispose of the Account.
- 5.2 The Client or its representative must prove the authority to use the Account pursuant to the procedure and requirements established by the Bank.
- 5.3 The Bank is not obliged to accept and execute the Payment Orders of the Client or execute a transaction if the Client or its representative fail to prove their authority pursuant to the procedure and requirements established by the Bank or if there is a reason to believe that the person who plans to use the Account is not authorised to do so.

### VI Information about Transactions

- 6.1 The Bank keeps account of the crediting and debiting of the Account and recognises the executed transactions and paid fees in an account statement that is accessible electronically via the Internet Bank.
- 6.2 If the Client has not entered into an Internet Bank agreement with the Bank, the Bank will issue account statements on the request of the Client for the fee indicated in the price list of the Bank on paper at a branch of the Bank or by post to the address indicated by the Client or electronically to the e-mail address indicated by the Client whilst following the security requirements established by the Bank.
- 6.3 The Client has the right to receive an account statement free of charge once a calendar year either from a branch of the Bank or in another manner agreed with the Bank.
- 6.4 The Client is obliged to immediately check that the information given in the account statement is correct and immediately inform the Bank if any inaccuracies are found.

### **VII** Payment Orders and Execution Thereof

### 7.1 Acceptance of Payment Order

- The Bank only accepts the Payment Orders that comply with the requirements established by the Bank in which the Client's will has been clearly expressed and which comply with the requirements arising from legislation, the Terms and Conditions of Account Agreement and the Payment Terms.
- A Payment Order is binding on the Client and the Client's consent for its execution has been given if the Payment Order has been signed or the consent has been granted via digital channels.
- The Bank has the right to record the Payment Orders given by the Client by telephone and use the relevant recordings for proving a Payment Order where necessary.

### 7.2 Execution of Payment Order

- The Bank executes the Client's Payment Order by the deadline indicated in the Payment Terms.
- A Payment Order is binding on the Bank as of the moment of receipt. If the Bank receives a Payment Order submitted via a digital channel on a day that is not its settlement day, the Payment Order will be deemed to be received on the first subsequent settlement day.

- If the Payment Order is forward-dated and the Bank finds out before the arrival of said date that the payer who is a natural person has died or the legal entity has been deleted from the register, the Bank will not execute the Payment Order.
- The Client has the right to receive information about the deadline for execution of the Payment Order and the fees before the Bank starts executing the Payment Order. The Client will receive information about the acceptance or rejection of a Payment Order from account statements or upon submission of the relevant request at a branch of the Bank or via digital channels which are specified in the Account Agreement entered into between the Client and the Bank.
- The Bank may, when receiving, accepting and executing a Payment Order, require from the Client documentary evidence of the lawful origin of the Funds used to make the payment.
- The Client must guarantee the existence of sufficient Funds for the execution of the Payment Order, including payment of the fees, in their Account, unless otherwise agreed. If the available balance of the Account is exceeded as a result of the transactions executed in the Account or the application of fees, the Bank will treat the negative account balance as an overdraft and the Client must pay the Bank the interest established in the price list on the negative account balance.
- If the amount indicated in the Payment Order exceeds the limit established by the Bank, the Bank may demand additional confirmation of the Payment Order from the Client.

### VIII Refusal to Execute Payment Order

- 8.1 The Bank does not execute the Payment Order if:
  - the Funds in the Account are not sufficient for the execution of the Payment Order and the payment of the fees and other amounts payable by the Client to the Bank, unless otherwise agreed;
  - the submitted Payment Order is incorrect or the data therein are incomplete, and the actual will of the Client has not been clearly indicated in the Payment Order:
  - the Client does not submit the documents or confirmations specified in the Terms and Conditions of Account Agreement;
  - 4 execution of the Payment Order is not possible due to the restrictions arising from legislation;
  - the Payment Order cannot be executed due to the restrictions established by payment intermediaries or state authorities;
  - there is another risk (e.g. security risk) or reason that gives the Bank a reason to believe that the Payment Order does not correspond to the Client's will;
  - there exist other circumstances specified in the General Terms and Conditions of the Bank, the Payment Terms or other terms and conditions of the Bank.
- 8.2 If the Payment Order does not comply with the requirements established by the Bank or all of the data required in the Payment Order has not been submitted or there are errors in the Payment Order, the Bank will give the Client a reasonable deadline for correcting the Payment Order if possible.
- 8.3 If the Client does not correct the Payment Order by the deadline given by the Bank or if the Bank cannot ascertain the data of the Payment Order, the Bank has the right to not execute the Payment Order and to inform the Client about the refusal to execute the Payment Order.
- 8.4 The Client has the right to receive information about the inaccuracies in the Payment Order.

# IX Withdrawal of Payment Order

9.1 The Client can withdraw the Payment Order only if the Bank has not started executing the Client's Payment Order by the moment it receives the withdrawal request. A Payment Order is withdrawn pursuant to the procedure specified in the Payment Terms.

### X Interest

- 10.1 The Bank will pay interest on the money held in the Account according to the price list and the calculated interest is transferred to the Account at least once a year and upon the expiry of the Account Agreement.
- 10.2 Interest is calculated on the basis of the actual number of days in the interest calculation period and a 360-day year, unless the price list provides for a different basis for calculation.
- 10.3 The Bank may determine different interest rates and interest calculation terms for different client groups.
- 10.4 The Client is obliged to pay interest to the Bank on the total amount of the debit balance (negative balance) of the Account according to the price list of the Bank. The negative balance of the Account may primarily emerge if the Account has no credit limit and if the Bank withholds payments that are related to the provision of a service or conclusion of a transaction and that are payable to the Bank in accordance with a service agreement or price list and if the Client does not have sufficient Funds in the Account.

### XI Fees

- 11.1 The Client will pay the Bank a fee for the opening and management of the Account, the execution of Payment Orders and for the services related to the Account according to the price list and the fees agreed outside the price list in agreements.
- 11.2 The Bank will debit the fees and other amounts payable from the Client's Account without an additional order, including all of the claims arising from the agreements entered into by the Bank and the Client, unless otherwise stipulated by legislation.
- 11.3 Fees and other sums payable calculated in a foreign currency will be converted into euros on the basis of the transfer rate effective on the date of the transaction and determined by the Bank.
- 11.4 If the Funds in the Client's Account are insufficient for the payment of the fees and the amounts arising from other agreements entered into between the Bank and the Client, the Bank may debit said amount from the other accounts of the Client at its own discretion.
- 11.5 The Bank has the right to debit Funds from the Account without a separate order of the Client, including to cause a debit balance (negative balance) of the Account and increase the same, in order to pay transaction amounts and pay for transactions and services rendered by the Bank according to the price list and for the purpose of making payments not specified in the price list, but required to be made by the Bank to ensure the provision of the service to the Client.

# XII Liability of Parties

### 12.1 Liability of Client

The Client is liable for the correctness, completeness, accuracy and timely submission of the information, including the unique identifier and documents, submitted to the Bank and for the lawfulness of transactions.

- The Client will compensate the Bank for the damage caused to the Bank by the failure of the Client or their representative to perform the Account Agreement or by improper performance thereof.
- The Client is liable for all of the transactions made on their order, including transactions related to the Account, that have been made by the Client's representative.
- The Client is liable for the damage caused to the Bank because the Client submitted documents and/or orders that are forged or incorrectly or incompletely filled in.
- The Client must immediately inform the Bank about an unauthorised payment or amount transferred to the Client's Account in error and, in the latter case, guarantee the preservation of such an amount until it is returned to the entitled person.

# 12.2 Liability of Bank

- The Bank is liable for the due execution of the Payment Order of the Client. The liability of the Bank also covers the activities of the payment intermediary chosen by it, unless otherwise provided for by law.
- The Bank is liable for the direct damage caused to the Client intentionally or as a result of gross negligence. The Bank is not liable for indirect damage and loss of income.
- If the Bank debits the Client's Account without a legal basis (e.g. without the Client's consent) or unjustifiably deviates from the Client's Payment Order, the Bank must repay the amount of the payment and the withheld fees to the Client not later than on the next settlement day after becoming aware of the payment made without the Client's consent.
- The Bank as the account manager is responsible for the payments initiated by the Client reaching the payee's bank and the payments made to the Client reaching the Client's Account by the deadline set forth in the Payment Terms.
- If a payment initiated from the Account or received in the Account is late due to reasons arising from the Bank, the Bank will, on the demand of the Client, pay default interest on the payment at the rate established by law.
- If the Bank has unjustifiably not executed a Payment Order, the Bank will make every effort to execute the Payment Order or, on the demand of the Client, repay the amount of the payment and the fees to the Client's Account and compensate the Client for any other direct damage caused to the Client by the failure to execute the Payment Order.

# 12.3 Discharge of Bank from Liability

- 12.3.1 The Bank is not liable for the refusal to execute, non-execution or delay in the execution of a Payment Order or the damage caused by this if the Bank's liability is ruled out under the Terms and Conditions of Account Agreement, the General Terms and Conditions or the Payment Terms or if the Bank is complying with the obligations arising from legislation. Among others, the liability of the Bank is ruled out in the following cases:
  - the Bank executes a Payment Order to the wrong payee on the basis of a faulty or incomplete unique identifier submitted by the Client or if the execution of the Payment Order is delayed due to a faulty or incomplete unique identifier submitted by the Client;
  - any other mistakes and erroneous Payment Orders made by the Client when submitting a Payment Order;

- the non-execution or incorrect execution of a payment if the payee's bank or the payment intermediary chosen by the Client is responsible for the correct execution of the payment;
- delays in forwarding a Payment Order, loss of deliveries, transmission errors or distortions caused by the lack or faults of means of communication, differences in time zones and changes in exchange rates;
- 5 any indirect damage to or loss of income by the Client;
- if a restriction on disposal (block) is set on the Account by the Bank pursuant to the Account Agreement and the restriction on disposal means that the Client cannot use or dispose of the Account.
- 12.3.2 If the Bank delays with the execution of a transaction or does not execute the transaction or makes an erroneous payment and this occurs due to reasons arising from the Client, the Client will not have the right to demand compensation for damage from the Bank, including payment of interest or default interest.
- 12.3.3 If the Bank postpones the execution of the Payment Order or does not execute the Payment Order in the cases specified in clauses 5.3, 7.2 or 8.2 of the Terms and Conditions of Account Agreement, this will not be deemed a breach of obligations by the Bank and the Bank will not be obliged to compensate the damage caused to the Client.

### XIII Succession of Account

- 13.1 The Bank may pay out the amount determined by the Bank for covering the funeral expenses to the next of kin of the deceased Client (e.g. spouse, adult children, parents) from the Account of a deceased Client before the issue of the succession certificate. If the recipient of the payout has not used the money for the intended purpose, the successors may file a claim against the recipient of the payout.
- 13.2 The Bank makes payouts from the Account of a deceased Client, excluding the amount specified in clause 13.1 of the Terms and Conditions of Account Agreement, on the basis of a succession certificate or another document arising from legislation or an enforced court decision.
- 13.3 In the event of several successors when at least one of them is a minor or a person to whom a guardian has been appointed, the Bank will only make payouts from the Account of a deceased Client with the consent of a court.

# XIV Blocking and Seizure of Account

- 14.1 Blocking an account means partial or full suspension of the execution of transactions with the Funds in the Account. The Account may be blocked on the initiative of the Bank or the Client.
- 14.2 The Bank blocks the Account on the basis of an order of the Client submitted in writing or in any other manner agreed between the Bank and the Client.
- 14.3 When a blocking order is given verbally, which means that identifying the person giving the order is difficult (e.g. if the order is given by telephone or the identity document of the person giving the order has been lost or stolen), the Bank has the right to ask the person giving the order questions about the Client applying for blocking on the basis of the information in the Bank's database in order to make sure the person has the right to give the blocking order. The Bank is not liable for the damage caused by not blocking the Account if the person requesting the blocking is unable to sufficiently prove their right to submit such an order.
- 14.4 The Bank releases the Account blocked on the initiative of the Client on the basis of the Client's order.
- 14.5 The Bank has the right to block disposal of the Account of the Client if:
  - the Client has not submitted the documents or data required by the Bank in relation to compliance with the due diligence measures arising from law;

- the Bank has become aware of circumstances which create the need to identify the lawful origin of the Client's money or other assets;
- the Client has failed to perform a payment obligation due to the Bank or the Bank becomes aware of another circumstance that gives enough reason to believe that the Account holder will not or cannot perform its existing or future payment obligation to the Bank;
- the risk that the Client does not have sufficient Funds for the performance of their payment obligations increases significantly upon the use of a means of payment connected with a credit facility;
- contradicting data or documents, the authenticity of which is doubted by the Bank, have been submitted to the Bank about the persons entitled to use the Account;
- documents about the Client's death or the deletion of a legal entity from the register have been submitted to the Bank.
- 14.6 The Bank releases an Account blocked on the initiative of the Bank when the circumstances on the basis of which the Account was blocked cease to exist.
- 14.7 The Client's Account is seized on the grounds and pursuant to the procedure set out with legislation. The Bank releases a seized Account on the basis of the decision of the person that established the seizure.

# XV Amendment and Termination of Account Agreement

- 15.1 The Bank has the right to unilaterally amend the Terms and Conditions of the Account Agreement, giving notice to the Client at least 2 (two) months in advance.
- 15.2 The Client will be informed about the amendments made to the Terms and Conditions of Account Agreement on the Bank's website or via other durable data media. If the Client does not agree with the amendments, they may cancel the Agreement ordinarily, giving notice to the Bank during the advance notification period. Otherwise, it will be deemed that the Client has agreed to the amendments.
- 15.3 The Client has the right to cancel the Account Agreement ordinarily at any time without advance notice, unless the cancellation of the Agreement may bring about the violation of another service agreement with which the Client has assumed the obligation to hold the Account, or the termination of a service agreement if the service cannot be provided without holding an Account.
- 15.4 The Bank will refuse to terminate the Account Agreement if there exist circumstances that prevent the termination of the Account Agreement (e.g. seizure of the Account, outstanding obligations, another service agreement that requires the existence of the Account) until the aforementioned circumstances that prevent the termination of the Account Agreement cease to exist.
- 15.5 The Bank has the right to cancel the Account Agreement ordinarily regardless of the reason by notifying the Client thereof at least 2 (two) months in advance.
- 15.6 The Bank may cancel the Account Agreement extraordinarily without giving the required advance notice if:
  - the Client seriously violates an obligation arising from the General Terms and Conditions of the Bank or the Account Agreement;
  - 2 the Client is deceased or deleted from the register;
  - the Client or a related person has not submitted sufficient data or documents on the demand of the Bank to identify themselves or prove the lawful origin of their Funds or other assets, or if the submitted data and documents do not remove the Bank's suspicions about the Client's identity or the possible connection of the Client's business activities with money laundering or terrorist financing or illegal transactions:

- 4 the Client or a related legal entity has intentionally or due to gross negligence submitted to the Bank incorrect or incomplete data or failed to inform the Bank of significant changes in the data submitted to the Bank or refused to submit data;
- a document submitted by the Client to the Bank has signs of forgery;
- the Client or a related legal entity has caused significant damage to the Bank or a real risk of emergence of such damage;
- the Client has submitted to the Bank a request for termination of the processing of personal data and the Bank is of the opinion that continued performance of the Agreement is not reasonably possible without processing of personal data. The legal entities belonging to the same group as the Bank are also treated as the Bank in this clause according to the General Terms and Conditions of the Bank;
- 8 the Bank has another basis for the extraordinary cancellation of the Agreement.

# XVI Consequences of Expiry of Account Agreement

- 16.1 The expiry of the Account Agreement will not affect the monetary claims that have arisen prior to the expiry of the Account Agreement becoming collectible or their satisfaction.
- 16.2 Upon expiry of the Account Agreement, the Bank will transfer all unpaid interest to the Account, withhold all fees and other sums and debts subject to payment. The Bank will pay out the money held in the closed Account or transfer it according to the Client's instructions, unless otherwise provided for in legislation.
- 16.3 The Bank will not pay interest on the Client's money held in the Bank after the expiry of the Account Agreement.
- 16.4 The Bank will close the Client's Account after the expiry of the Account Agreement. If several Accounts have been opened on the basis of the same Account Agreement, all the Accounts opened on the basis of the Account Agreement will be closed when the Account Agreement expires.
- 16.5 If a payment made for crediting the Client is received at the Bank within a month of the closure of the Account, the Bank will accept the payment, notify the Client thereof and pay out the received money according to the Client's instructions, unless otherwise provided for in legislation.
- 16.6 The service agreements linked to the Account will expire when the Account is closed. Said agreements will remain in force to the extent in which they are linked to the use of other accounts.
- 16.7 If the Client has not given a Payment Order to the Bank for transferring the balance to another account after the expiry of the Account Agreement, the Bank will keep the Funds in the Account and pay them out to the Client on the first request of the Client or by making a contribution on behalf of the Client. The Bank does not pay any interest on the Client's Funds that remain in the possession of the Bank after the expiry of the Account Agreement and closure of the Account.
- 16.8 A closed account cannot be reopened.