

1. Definitions

- 1.1. **Bank** means Luminor Bank AS.
- 1.2. **Digital Channels** means remote access system provided by the Bank which, subject to the Service Agreement, enables the Customer to use a Service and communicate with the Bank remotely.
- 1.3. **Telephone Bank** is a service provided by the Bank to Customer, using which Customer is identified using Authentication Tools and can get any of allowed services by expressing his wish vocally via phone calling to the Bank on number mentioned by Bank.
- 1.4. **User** is a person who performs operations using Digital Channels. A legal entity cannot be a User.
- 1.5. **Administrator** is a User, who has the right to add and remove ordinary Users via the User Rights Management System and manage rights and limits upon the conclusion of transactions.
- 1.6. **User Rights Management System** means the Digital Channel's functionality, where the Administrator can manage Users for the accounts of the Customer and modify limits and rights for the financial operations.
- 1.7. **Authentication Tool** means the person identification tool and technical means and solutions used to validate operations that meet the Banks requirements and can be used to identify a person electronically or to sign (e.g. password, certificate, digital key).
- 1.8. **Operation** means the use of assets via Digital Channels (e.g. giving orders for transfer of money or securities), approval of applications, entry into and termination of contracts, information exchange, use of a functionality or use of a service provided by the Bank or a third party. Operation also means determination of User Rights and establishment of limits and restrictions. This list is not closed and the Bank has the right to change the services and operations that can be used via Digital Channels at any time at its own discretion.
- 1.9. **User Rights** means the rights to perform Operations determined for a User within the scope of established limits via Digital Channels as a whole. User Rights are specified and restricted in the Contract.
- 1.10. **Customer** means legal entity or natural person who uses, has used or intends to use a Service.
- 1.11. **Account** means the current account opened for the Customer in the Bank and that is connected to the Digital Channels.
- 1.12. **Contract** means the Digital Channels Contract and these Terms and Conditions.
- 1.13. **Daily limit** means the total maximum daily amount of Transactions to be made by the User from the Account tied to the Contract.
- 1.14. **Transaction limit** means the total maximum transaction amount which is allowed per transaction and Transaction limit can be equal or smaller than Daily limit.
- 1.15. **Restriction** means restriction of the use of Digital Channels based on specific parameters (e.g. time, secure connection of device), incl. amendment of limits.
- 1.16. **Excess** means the amount of money to the extent of which the Customer bears liability for unauthorised use of the Digital Channels until the Bank has been sent given information about the occurrence of such an event. The limit and implementation of the Excess is stipulated in the Contract and the Law of Obligations Act.

2. General Provisions

- 2.1. These Terms and Conditions regulate the use of the Digital channels.
- 2.2. In issues not regulated with the Contract, the Bank and the Customer shall proceed from the Luminor Bank AS General Terms and Conditions (hereinafter Luminor General Business Terms), the price list of the Bank and the terms and conditions of the account contract. The terms and conditions and price list of the service to be provided on the website of the Bank www.luminor.ee.
- 2.3. If the User and Customer are not same person, Customer shall inform the User about the terms and conditions of the contract and will ensure that the User shall perform the Contract.
- 2.4. The Customer warrants that he has read, in addition to the Terms and Conditions of this Contract, Luminor General Business Terms and other terms and conditions governing the use of digital channels and that the User is aware of and complies with this terms and conditions.
- 2.5. Customer agrees that the details of the transactions of the Customer become known to the User upon the assignment of User Rights to Users that are not the same person as the Customer. The Bank shall not be held liable if the Customer does not, upon the assignment of User Rights, make sure that the person to whom User Rights are assigned is trustworthy.
- 2.6. The Bank has the right to disclose information about the Contract, the Customer and the User to third parties if this is necessary for the performance of the Contract (e.g. processing of transactions).
- 2.7. In addition to the Bank, services may be provided via Digital Channels by third parties, incl. payment initiation service providers, account information service providers, companies belonging to the same group as the Bank, etc. The Bank shall not be held liable for the services of third parties.
- 2.8. The Bank shall give information about the terms and conditions of the banking services provided via Digital Channels through Digital Channels as well as on the Bank's website or at the Bank's branches.

3. Technical Requirements

- 3.1. The Customer or the User shall procure the means of communication and connections suitable for the User of the Digital Channels.
- 3.2. The Customer shall be responsible for the security of their device and Internet connection, even in cases where the restrictions established by the manufacturer of the device have been changed (e.g. rooting).

4. Security Requirements

- 4.1 In order to use the Internet Bank, the User will connect the Bank's server at the address provided by the Bank (e.g. by clicking the Internet Bank icon on the Bank's website www.luminor.ee).
- 4.2 In order to use the Telephone Bank, the User will call the Bank on **(+372) 6 283 300**. In the Telephone Bank, transactions are concluded via the customer services employee.
- 4.3. The user ID is set out in the Contract.
- 4.4. The Authentication Tools shall be used to identify the User and perform the operations. The use Authentication Tools to perform Operations by a User shall be deemed equivalent to performing Operations by the Customer.
- 4.5. It is on User responsibility to ensure that no person who has no right to use digital channels is an aware of or in possession of the Authentication Tools. The User must make every effort to keep the Authentication Tools protected, i. memorize Authentication Tools, not record Authentication Tools on any medium, and store the Authentication Tools with care that does not allow their use by the third persons (including if sent via email or SMS, delete the corresponding email or SMS immediately) after the Authentication Tools or, if the Authentication Tools have been issued at a Banks Service Desk, destroy the media containing the Authentication Tools immediately after the Authentication Tools memorized.
- 4.6. If an e-signature used, the User is also obliged to comply with the updates agreed with the respective certification service provider as well as the obligations arising from the legislation.

5. Performance of Operations

- 5.1. The Bank shall record the calls made to the Bank. The Customer and the User agree to the use of such recordings for verifying the circumstances relating to the Operations.
- 5.2. The User shall confirm the Operation to be performed with an Authentication Tool or in another manner on the demand of the Bank and said confirmation shall be deemed as the User's consent to the performance of the Operation.

- 5.3. The Bank has the right to refuse to perform an Operation without the obligation to compensate for possible direct or indirect damages if Authentication Tool are used incorrectly or if the Bank has doubts about the authenticity of the User.
- 5.4. The Bank has the right to not perform an Operation if:
- 5.4.1. the funds in the account are not sufficient for the performance of the Operation and payment of the service fee;
 - 5.4.2. the amount of the Operation exceeds the limits and the Restrictions;
 - 5.4.3. the Bank cannot connect with the Customer in order to check the order;
 - 5.4.4. the Customer does not give their approval or confirm the content of the order when it is checked;
 - 5.4.5. the use of the account or the Digital Channels has been blocked or the account has been seized;
 - 5.4.6. if the language of the Operation does not comply with what the User submitted to the Bank;
 - 5.4.7. the grounds for non-performance arise from law or the Luminor Business Terms or any other terms and conditions applicable to the Customer.
- 5.5. The information on the performance or non-performance of the Operation is given in the account statement of the Customer.
- 5.6. The Customer and the User must immediately inform the Bank of an error or fault that prevents the use of the Digital Channels as well as when an incorrect or unauthorized transfer is detected in the account.
- 6. Appointment of Administrator and ordinary Users**
- 6.1. The Customer shall submit an unilateral application to the Bank for changing an Administrator. The Administrator specified in the new document shall be binding for the Bank from the moment the document is signed by the Bank and the Customer.
 - 6.2. If necessary, the Bank may suspend or terminate a User Rights without notice.
 - 6.3. The Customer shall submit an unilateral application to the Bank for changing User Rights. The User Rights specified in the new document shall be binding for the Bank from the moment the document is signed by the Bank and the Customer.
- 7. Limits and Restrictions**
- 7.1. The Bank shall have the right to establish its own limits for the Operations performed via the Digital Channels. The Bank also has the right to establish limits for specific Operations.
 - 7.2. The Customer can agree a Transaction or Daily Limit with the Bank. The limits determined by the Bank shall be applied if no agreement has been made about Transaction and Daily limits.
 - 7.3. The Bank has the right to reduce the agreed limits with good reason by informing the account holder or the User about this.
 - 7.4. The Customer is obliged to inform the User about the Restrictions and limits.
 - 7.5. The Bank shall not be included in the Limits:
 - 7.5.1. The partial or full payout of a loan amount made on the basis of a loan to the account of the Customer or a person determined by the latter;
 - 7.5.2. the transactions made between the different accounts of the Customer.
- 8. Service Charge**
- 8.1. According to the Bank's pricelist the Customer shall pay the service fee.
 - 8.2. The Bank has the right to debit the monthly fee from the Customer's account in full even if the Digital Channels contract is terminated in the middle of the month.
- 9. Blocking of User Rights**
- 9.1. The Bank has the right to block the use of the Digital Channels for security purposes without the obligation to compensate for possible damages in each of the following cases:
 - 9.1.1. if there are suspicions that the Authentication Tools have been used or Operations have been performed without the consent of the Customer or by fraud;
 - 9.1.2. if the hard- or software or data communication connections used by the User put the security of the service at risk.
 - 9.2. The Customer and the User have the right to demand that the Bank block the right to use a Digital Channels at any time.
 - 9.3. The Bank blocks Authentication Tool or the right to use Digital Channels upon receipt of the notice described in the previous sub-clause.
 - 9.4. The Bank shall inform the Customer or the User in the agreed manner about blocking the User Rights and the reasons thereof before they are blocked or immediately after they were blocked, unless otherwise provided for by legislation. If Authentication Tool are lost or stolen or there is a risk that they will become known to the third person who is not entitled to do so, the User is obliged to inform the Bank immediately. Upon receipt of such information from the User, the Bank shall block access to the digital channels until replacement of the Authentication Tools or if the Customer or the User has given to the Bank an instruction accepted by the Bank to unblock the Digital Channels.
 - 9.5. The Bank shall have the right to block the User access to Digital Channels if the Authentication Tools have been entered incorrectly three times in a row.
- 10. Liability**
- 10.1. The Customer shall be liable to the Bank for the performance of the obligations of the Customer and the User that arise from the Contract, including for the payment obligations arising from all of the transactions concluded via Digital Channels and the correctness of the data given in the order. The Customer shall be liable irrespective of whether they concluded the transaction by themselves or it was concluded by the User determined by them or by another person allowed to use the Digital Channels by the Customer or the User.
 - 10.2. If the Authentication Tools are stolen, lost or becomes known to an unauthorized person in another manner, the Customer shall bear the risk of unauthorized use of the Digital Channels for as long as the Bank has been notified about this pursuant to the procedure set forth in the Luminor General Business Terms, but in an amount that does not exceed the excess of the account holder.
 - 10.3. The limit of the Customer's Excess is stipulated in the Law of Obligations Act and is 50 euros per account.
 - 10.4. The Excess limit shall not be applied if the User or the Customer breached the Contract (especially the obligation to keep the Authentication Tools safe or the obligation of immediate notification) intentionally or due to gross negligence or in the case of a fraud by the User or the Customer.
 - 10.5. The Bank shall not be held liable for any damage caused by the suspension of the right to use Digital Channels on the basis of an incorrect notice.
 - 10.6. The Customer shall check the correctness of the data given in the account statement. A complaint about a transaction must be submitted to the Bank within 60 days of the conclusion of the transaction. The Bank has the right to not review any complaints that are submitted later.
 - 10.7. The terms and conditions of the account contract and the Luminor Business Terms shall be applied to the submission and handling of complaints and the solution of disputes.
- 11. Amendment of Contract**
- 11.1. The Bank has the right to amend the Contract unilaterally by informing the Customer thereof on a permanent data medium (e.g. via the Digital Channels, on the Bank's website) at least 15 days in advance.

- 11.2. If the Customer does not agree to the amendment of the Contract, the Customer has the right to terminate the Contract during the notice period on the condition that Customer performs all of obligations arising from contracts before the termination.
- 11.3. If the Customer has not terminated the Contract during the notice period, it shall be deemed that the Customer has agreed to the amendments.

12. Term and Termination of Contract

- 12.1. The Contract shall enter into force after it has been signed by both parties
- 12.2. The Contract shall remain in force for an unspecified term.
- 12.3. The Customer has the right to terminate the Contract ordinarily without previous notice.
- 12.4. The Bank has the right to terminate the Contract ordinarily by notifying the Customer thereof one (1) month in advance.
- 12.5. The Bank has the right to terminate the Contract extraordinarily without following the notice period if:
 - 12.5.1. the circumstances of extraordinary cancellation specified in the Luminor Business Terms of the Bank appear;
 - 12.5.2. if the Bank has another good reason for termination of the Contract, primarily that the account holder or the User has seriously breached the Contract.