

## **INTUS SAVINGS AND LOAN ASSOCIATION GENERAL TERMS AND CONDITIONS**

### **1. GENERAL PROVISIONS**

#### **1.1 Application of the General Terms and Conditions**

1.1.1. The General Terms and Conditions (hereinafter the Terms and Conditions) of Intus Savings and Loan Association (hereinafter Intus HLÜ) establish the basis for Intus HLÜ's legal relations with natural or legal persons (hereinafter the Member). They establish communication procedures between Intus HLÜ and the Member, general terms for entering into agreements with Members on providing services (hereinafter the Agreement), making amendments in the Agreements and terminating these, and the procedure for exercising rights and meeting obligations under the Agreements.

1.1.1.1. To use Intus HLÜ services a person shall become as a member of Intus HLÜ. A member is any natural or legal person, who has submitted an application to Intus HLÜ for entering into an Agreement and becoming as a Member of Intus HLÜ, has been identified by Intus HLÜ, or a person, who is or has a right to identify on behalf of Intus HLÜ and has made a payment into the Intus HLÜ share capital and paid the entrance fee regarding the Intus HLÜ price list.

1.1.2. These Terms and Conditions apply to all existing legal relations between Intus HLÜ and the Member valid on the day the Terms and Conditions take effect.

1.1.3. In addition to these Terms and Conditions, the relations between Intus HLÜ and the Member shall be governed by law, standard terms and conditions of agreements (hereinafter the Product Conditions), special conditions and covenants of the agreements between Intus HLÜ and the Member, the price list of Intus HLÜ (hereinafter the Price List) as well as the principles of good faith and reasonableness.

1.1.4. The Terms and Conditions are effective to the extent not specified otherwise by the Product Conditions.

1.1.5. The Terms and Conditions and the Product Conditions are effective to the extent not provided otherwise by the Agreement.

1.1.6. The Terms and Conditions, the Product Conditions and the Price List are available at least on the webpage of Intus HLÜ at [www.intus.ee](http://www.intus.ee)

1.1.7. Communication between Intus HLÜ and the Member shall be conducted in Estonian, or in Russian or English or Italia or Italian as agreed between the Parties. The General Terms and Conditions, Price List of and the Product Conditions of payment services and deposits Intus HLÜ are available in the above languages.

1.1.8. In case of discrepancies and ambiguities between the Estonian text and the translation of the General Terms and Conditions, Product Conditions and the Price List, the Estonian original shall prevail.

### **2 AMENDMENT OF TERMS AND CONDITIONS, THE PRODUCT CONDITIONS, THE PRICE LIST**

2.1. Intus HLÜ has the right to make unilateral amendments to the Terms and Conditions, the Product Conditions and the Price List.

2.2. Intus HLÜ shall inform the Member of the amendments made to the Terms and Conditions and the Product Conditions via email or regular mail and shall make the amendments to the Terms and Conditions and Product Conditions available on the webpage and at the office of Intus HLÜ at least three days in advance of enforcement of the amendments. Intus HLÜ shall inform the Member of the amendments made to the Price List three days in advance on the webpage of Intus HLÜ.

2.3. A notice, given on a durable medium is a notice, forwarded to the Member without signature by e-mail, post, Internet or any other manner acceptable by Intus HLÜ. A notice, forwarded in the above manner can be saved by the Member in a way to access and reproduce it later, if necessary.

2.4. Should the Member consider the amendments and alterations of the Terms and Conditions, Product Conditions or Price List unacceptable, the Member shall have the right to cancel the respective Agreement, by giving the Member a written notice during the introductory period of 1 month prior having previously fulfilled all contractual obligations to Intus HLÜ.

2.5. If the Member does not use their right to cancel the Agreement, it shall be deemed that the Member has accepted the amendments and has no claims against Intus HLÜ as regards the amendments made to the Terms and Conditions, the Product Conditions or the Price List.

### **3. IDENTIFICATION**

**3.1.** The Member and their representative are obliged to present to Intus HLÜ the data, necessary for their identification and the documents, requested by Intus HLÜ.

3.1.2. Natural persons shall be identified on the basis of personal identity documents which comply with the effective legislation and are specified by Intus HLÜ.

3.1.3 A legal person registered in Estonia or a branch of a foreign company registered in Estonia shall be identified on the basis of an effective printout of the data from the respective registry or based on other documents requested by Intus HLÜ.

3.1.4 A foreign legal person shall be identified on the basis of an excerpt of the respective registry entry or a registration certificate, and/or other documents requested by Intus HLÜ.

3.1.5 According to the Agreement concluded between Intus HLÜ. and the Member, the Member or their representative may later on be identified via Means of Payment or ID card, used under the Agreement or by another agreed manner in order to conclude Agreements, submit applications and give account-related instructions as well as to sign the aforementioned documents.

### **3.2. Representation**

3.2.1. A natural person may carry out transactions in person or through a representative. A legal person shall carry out transactions through a representative.

3.2.2. On Intus HLÜ's demand, the Member who is a natural person, is obliged to carry out the transaction in person.

3.2.3. The document, certifying the right of representation, must be submitted in the form requested by Intus HLÜ. Intus HLÜ is entitled to demand that the document evidencing the representation rights, which has been drawn up outside Intus HLÜ, shall be notarised or certified in an equivalent manner.

3.2.4. Intus HLÜ is not obliged to accept documents, certifying the right of representation, which do not explicitly and clearly reflect the Member's will.

3.2.5 The Member shall inform Intus HLÜ immediately of cancellation or invalidation of the power of attorney issued by the same even, if the respective notice is published in the official publication Ametlikud Teadaanded.

### **3.3 Documents**

3.3.1. The Member shall present to Intus HLÜ original documents or their notarised copies, or copies, attested similarly to the latter. The submitted powers of attorney must be originals. For the identification of a natural person, an original of the personal identity document shall be presented.

3.3.2. Intus HLÜ is entitled to demand that the documents issued abroad shall be legalised or approved by a substitute certification (apostille), unless otherwise provided by a treaty.

3.3.4. Intus HLÜ is entitled to presume that the document submitted by the Member is authentic, valid and correct.

3.3.5. Intus HLÜ is entitled to make copies of the documents submitted by the Member or of the documents evidencing the representation rights submitted by the representative for carrying out the transaction.

3.3.6. In case of documents in a foreign language Intus HLÜ will be entitled to demand translation of the documents into the Estonian, Russian, English or Italian language. The document must be translated by a sworn translator; or bear a notarised signature of the translator. Intus HLÜ shall not refund the costs in connection with the aforementioned acts.

3.3.7. Should Intus HLÜ have doubts about the authenticity of the submitted documents, Intus HLÜ may refuse to carry out the transaction, and request additional documents.

### **3.4. Signature**

3.4.1. Intus HLÜ shall accept the signature given by the Member or their representative in handwriting; as well as electronic in cases as agreed in the Agreement.

3.4.2. Intus HLÜ and the Member shall agree that, as of the date notified by Intus HLÜ, the parties may start using digital signatures to sign documents in their mutual relations. The certificate, enabling digital signature, must comply with Intus HLÜ's requirements and be issued by a certification service provider approved by Intus HLÜ.

3.4.3. Intus HLÜ is entitled to demand that the signature is given at Intus HLÜ or, if this is not possible, demand notarial authentication of the signature.

## **4 THE RIGHTS OF INTUS HLÜ IN PREVENTING MONEY LAUNDERING AND TERRORISM FINANCING**

4.1. For preventing money laundering and terrorist financing Intus HLÜ has the right:

4.1.1. to ask from the Member documents serving as grounds to the transaction (purchase-sale contracts, contracts for services, consignment notes, customs documents, etc.) and information on the transaction party or another person connected with the transaction, for ascertaining the legal origin of the funds or assets used in the transaction. If the Member fails to present documents evidencing the legal origin of funds or assets used in the transaction, or if based on the presented data or documents the Intus HLÜ suspects illegal transactions or money laundering or terrorist financing, Intus HLÜ will be entitled to refuse to carry out the transaction or return the funds, received for the Member, to the remitter of the funds;

4.1.2. upon conclusion of the Agreement or in course of performance of the Agreement to ask additional information concerning the owners and ultimate beneficial owners of the Member and the Member's business activity, including data on the contractual partners, turnover, the share of cash and non-cash transactions, frequency of transactions, etc.;

4.1.3. verify on a regular basis the data, gathered for the fulfilment of diligence requirements, prescribed in law, such as the accuracy of the data, serving as basis for the Member identification and demand from the Member presentation of the respective data and documents. The Member is obliged to submit the necessary documents and give appropriate information; The Member is obliged to present the information, referred to in Clauses 4.1.2. to 4.1.2. In case of failure to present the information, Intus HLÜ shall be entitled to block the account.

## **5. CONCLUSION OF AGREEMENT**

5.1. Intus HLÜ shall have the right to decide with whom to conclude or not to conclude the Agreement.

5.2. The relations between Intus HLÜ and the Member shall be regulated in writing or in a form enabling written reproduction or in email communication, unless the law stipulates a mandatory form for the transaction.

5.3. Upon conclusion of an Agreement, the Member shall be obliged to submit to Intus HLÜ correct, complete and real data concerning the Member and the documents, requested by Intus HLÜ. these.

5.4. Intus HLÜ may refuse to conclude the Agreement, incl. a current account agreement with a person above all if the person or a person connected with the same:

5.4.1. has not submitted the data or documents requested by Intus HLÜ or by a legal person belonging to the same group with Intus HLÜ in order to identify the person and to fulfil the other diligence requirements, prescribed by law, or if the submitted data is inaccurate or insufficient or if the submitted document has signs of forgery;

5.4.2. has within five years before submitting an application to conclude an Agreement received a negative answer from Intus HLÜ or a legal person belonging to the same group with Intus HLÜ, to an application for account opening or contract conclusion or Intus HLÜ or a legal person belonging to the same group with Intus HLÜ has terminated Member relationship with them due to the failure to comply with the diligence measures or due to suspicions that the Member or a person connected with them was using front persons when executing transactions or their business activity or operations may be connected with illegal activity or money laundering or terrorist financing;

5.4.3. has not presented to Intus HLÜ or a legal person belonging to the same group with Intus HLÜ upon request of the latter the data or documents required for certifying the nature and objectives of the business activity or profession and the origin of the funds used in the economic activity or everyday transactions, or if based on the submitted documents and data Intus HLÜ suspects possible connection with money laundering or terrorist financing;

5.4.4. is in delay with performing an obligation (e.g. has an outstanding loan payment, interest payment, penalty interest, commission fee, or any other debt) to Intus HLÜ or a legal person belonging to the same group with Intus HLÜ;

5.4.5. has with their act or omission caused a loss to Intus HLÜ or a legal person belonging to the same group with Intus HLÜ;

5.4.6. international sanctions are to be imposed on the person or a person connected with them.

5.5. For the purposes of the Terms and Conditions:

5.5.1. the persons connected with a natural person are:

5.5.1.1. natural and legal persons, whose authorised representative the person is;

5.5.1.2. legal persons, in which the person is a member of the supervisory or management board or another governing body;

5.5.1.3. legal persons, in which the person holds 25% or more of the shares or votes.

5.5.2. the persons connected with a legal person are:

5.5.2.1. natural persons, who are members of the supervisory or management board or any other governing body of the legal person or authorised representatives of the same;

5.5.2.2. legal persons, in which the legal person holds 25% or more of the shares or votes;

5.5.2.3. natural and legal persons, who hold 25% or more of the shares or votes in the legal person.

5.5.3. A legal person belonging to the same group with Intus HLÜ for the purposes of these Terms and Conditions are all affiliate companies and all subsidiaries of Intus HLÜ.

5.6. Intus HLÜ has the right to refuse to conclude the Agreement also if the accounts of the person at the Intus HLÜ have been seized or on other grounds stipulated in law, particularly, if conclusion of the Agreement is inhibited by circumstances laid down in law, such as limited active legal capacity, contradiction or lack of representation rights.

5.7. Before making a decision on refusing to conclude the Agreement, Intus HLÜ shall thoroughly consider the circumstances of each case. Intus HLÜ shall take a decision on the basis of the principle of reasonableness.

5.8. During performance of the Agreement, Intus HLÜ shall be entitled to request additional data and documents from the Member in order to verify and update the submitted data and the Member shall submit all the necessary information on Intus HLÜ request.

## **6. CONFIDENTIALITY AGREEMENT AND PERSONAL DATA PROTECTION**

6.1. Intus HLÜ shall maintain indefinitely the confidentiality of all the information concerning the Member, incl. personal data, the Agreements concluded with the same and the executed Transactions (hereinafter: the Member Data).

6.2. Intus HLÜ processes the following Member Data, which has become known to Intus HLÜ under the Agreement or in any other way:

6.2.1. personal data (name, personal ID code, date of birth, data of the identity document, etc.) primarily for the identification of the Member;

6.2.2. contact data (address, phone number, e-mail address, etc.) primarily for communication of information and financial service offers to the Member;

6.2.3. Member's financial information (income, assets, obligations, family members, payment history, incl. debts, transactions on the Member's account, other transactions, etc.) primarily for ascertaining the creditworthiness of the Member, investigating the consumption habits and for offering financial services that are suitable for the Member;

6.2.4. data on the activity and origin of funds of the Member (data on the employer, transaction parties and business activity, etc.) primarily for the prevention of terrorist financing and money laundering and for ascertaining the lawfulness and correspondence of the Members activity to Intus HLÜ requirements.

6.3. For the purposes provided in the Terms and Conditions, Intus HLÜ will be entitled to process publicly available data on the Member as well as data received from any third persons, if the data has been forwarded to Intus HLÜ considering the requirements established by law.

6.4. Intus HLÜ has the right to continue processing of the Member Data upon termination of an Agreement concluded with the Member if this is necessary for meeting the obligations stipulated in the legislation, as well as for the purpose of securing preservation of the data in order to settle the disputes, arising from the Agreements concluded with the Member.

6.5. Intus HLÜ is entitled to process, incl. disclose, without the consent of the Member, the Member Data to third persons, to whom Intus HLÜ is justified and required to disclose the information by law.

6.6. Intus HLÜ is obliged to disclose the Member Data to a court, pre-trial investigation authorities, prosecutor's office, tax administrator, bailiff and other persons specified in the Credit Institutions Act to perform duties established to these by law;

6.7. Intus HLÜ has the right to forward data on the Members creditworthiness and payment history to legal persons acting as a partner of Intus HLÜ and to other credit institutions for calculating the credit risk capital requirement and implementing the principles for responsible lending.

6.8. Intus HLÜ has the right to forward the Member Data to AS Krediidinfo or to any other payment default registry.

6.9. Intus HLÜ has the right to forward the Member Data to legal persons, belonging to the same group with Intus HLÜ with a purpose to prevent money laundering and terrorist financing and to ascertain the origin of funds used in the Transactions.

6.10. Intus HLÜ has the right to disclose Member's data information without having the written consent from Member to one of the group companies the Intus HLÜ belongs to or to Intus HLÜ contractual partners who are engaged in the information processing (including invoicing, payment collection). If Member fails to comply with its obligations under the contract, Intus HLÜ may publish information related to Member to a third party (including payment history register) at its own discretion.

6.11. The Member may request their data at any time. The Member may also demand corrections to be made to their data, if the latter have changed or are inaccurate for any other reason.

6.12. The Member may demand from Intus HLÜ termination of processing the Member Data, unless otherwise provided by law. Upon requesting the termination of processing, Intus HLÜ will not be able to continue provision of the service, in which case processing of the data is unavoidable.

## **7. EXCHANGE OF INFORMATION BETWEEN INTUS HLÜ AND THE MEMBER**

7.1. Intus HLÜ shall inform the Member through mainly:

7.1.1. via e-mail;

7.1.2. mass media;

7.1.3. the webpage;

7.1.4. the offices of Intus HLÜ.

7.2. the Member shall be additionally informed upon need through personal notices by post or via Internet bank or other channels notified to Intus HLÜ.

7.2. Intus HLÜ shall have the right not to send the personal notice to the Member, if there are reasonable grounds to believe that the address or contact data of the Member at the disposal of Intus HLÜ are insufficient or incorrect (such as a letter sent to the Member has been returned with a remark of the postal office that the Member does not live at the given address).

7.3. Personal notices sent by post are deemed to be received by the Member on the fifth calendar day as of posting the same.

7.4. The Member is obliged to notify Intus HLÜ immediately in writing or on another previously agreed manner of any change in the data fixed in the Agreements concluded with Intus HLÜ or in the documents submitted to Intus HLÜ.

7.4.1. The legal persons shall inform Intus HLÜ also of the transformation, merger or division of the legal person as well as of declaration of bankruptcy or the initiation of compulsory dissolution or liquidation proceedings and deletion from the registry. Upon request of Intus HLÜ, the Member is obliged to submit a document evidencing the respective change.

7.4.2. The Member is obliged to notify Intus HLÜ immediately in writing or via any other previously agreed manner of any circumstances that may affect the performance of obligations under an Agreement concluded with Intus HLÜ.

7.4.3. The Member is obliged to notify Intus HLÜ immediately if their personal identity documents have been lost or stolen, or if these have left their possession against their will in any other way.

7.4.5. The Member may supplement its databases with information obtained from public registries or state or local government databanks, if forwarding the information or enabling access to the same is in conformity with law. Despite the above, the Member is obliged to submit information to Intus HLÜ even if the data concerning the changes and circumstances has been made public in the official publication Ametlikud Teadaanded or entered into public registries.

7.5. The Member is entitled to receive information on the account balance, transactions and other account-related issues in the following way:

7.6. The Member is obliged to inform Intus HLÜ of failure to receive the account statement or any other regular notices sent to the Member by Intus HLÜ at the latest within 7 days after they were supposed to receive Intus HLÜ notice in accordance with an agreement.

## **8. ACCOUNTS**

8.1. Each Member, who wishes to open a Deposit account shall open a Cash Account as the main transaction account.

8.2. Each Member, who wishes to open Credit Limit Loan, shall open a Credit Limit Account as the main transaction account.

8.3. The Member, who is a natural person, shall dispose of the funds or securities in their account by giving instructions in person or through their legal or authorised representative.

8.3.1 The Member, who is a legal person, shall dispose of the funds in their account by giving instructions through their legal representative or authorised persons.

8.3.2 In order to carry out a transaction, the users of the account are obliged to prove, in the manner acceptable to Intus HLÜ, the right to dispose of the account (submit personal identity documents, an oral or electronic code, a document evidencing the right of representation, etc.).

8.3.3. The Intus HLÜ is entitled to refuse to execute a transaction if there are reasonable doubts about the authorisation of the person to dispose of the account.

8.4. In case of the Member's death the account shall be transferred to a legal inheritant according to the payments succession and / or ownership certificate, or other constitutional documents on the basis of a respective court judgment.

8.5. Blocking of an account or partial or complete suspension of transactions with the funds or securities in the account or provision of services on the initiative of the Member or Intus HLÜ.

8.5.1. An account or service shall be blocked and reactivated on the Member's initiative by their written instruction or by an instruction given by any other manner agreed between Intus HLÜ and the Member.



8.5.2. If the Member needs to block the account or service due to the danger of fraudulent use of funds or securities in the account, the account will be blocked at the Member's verbal instruction via phone. In that case, Intus HLÜ will be entitled to ask the Member questions based on the data in the HLÜ's database, in order to identify the Member. When blocking an account in verbal, a member shall visit Intus HLÜ's office and make a written application form for the account blocking.

8.5.3. Should Intus HLÜ have reasonable doubts of the Member's identity, it has the right to abstain from blocking the account or the service, or demand a written confirmation of the blocking instruction of the Member within the time established by Intus HLÜ. Intus HLÜ is entitled to cancel the block if the Member has not confirmed the block in time. In this case, Intus HLÜ shall not be liable for the loss caused to the Member by refusing or cancelling the block.

8.5.4. Intus HLÜ is entitled to block the Member's account or service, if:

8.5.4.1. the Member fails to present the documents and data, requested by Intus HLÜ, for applying the diligence measures, arising from law or for verifying and updating the documents, data and information, gathered in course of applying the diligence measures;

8.5.4.2 the Member fails to submit the documents, requested by Intus HLÜ for ascertaining the representation rights of the account users or if contradictory documents and instructions are submitted to Intus HLÜ in regard to the persons having the rights to represent the Member, who is a legal person;

8.5.4.3 Intus HLÜ has received information that the legal person has been deleted from the registry;

8.5.4.4 Intus HLÜ learns about the death of the Member, who is a natural person;

8.5.4.5 the Member has incurred debt to Intus HLÜ in course of performance of contractual monetary obligations;

8.5.4.6. the Member's account has been seized or disposal of the account has been restricted in any other manner on the grounds, established in law;

8.5.4.7. the Member has become aware of circumstances, pursuant to which there is a need to ascertain the legal origin of the Member's funds or assets.

8.5.4.8. despite of Intus HLÜ's respective efforts the latter was still not able to verify the data and documents used for the identification of the Member and fulfilment of other diligence measures during a reasonable period of time;

8.5.4.9. international sanctions are to be imposed on the Member;

8.5.4.10 the blocking right and/or obligation arises from the Agreement.

8.6. Intus HLÜ shall release the account when the underlying circumstances have ceased to exist.

8.7. Intus HLÜ shall seize the Member's account or restrict disposal of the funds on the account only in the cases and pursuant to procedure established by law.

8.8. Intus HLÜ shall release the Member's seized account on the basis of a decision of the body that made the decision, decree or precept or on basis of a respective court decision, entered into force.

## **9. INTEREST**

9.1 Intus HLÜ shall pay interest on the funds in the Member's Cash account pursuant to the rate established by Intus HLÜ or as agreed in the Agreement concluded with the Member. Information on valid interest rates is available on the Intus HLÜ's webpage and office.

9.2 Intus HLÜ shall establish the grounds for calculating and the conditions for paying the interest.

9.3. Loan interest is capitalized on the last date of the relevant month.



9.4. If the law stipulates the obligation to pay income tax on the interest, Intus HLÜ shall withhold income tax pursuant to the grounds and procedure as established by law. Should the Member so request Intus HLÜ will issue a statement on the income tax withheld on the interest.

9.4. Intus HLÜ shall charge the Member interest for using the funds received from Intus HLÜ pursuant to the interest rates and conditions laid down in the Agreement.

9.6. Intus HLÜ is entitled, in justified cases, to unilaterally change the interest rate payable by or to the Member without advance notice, unless otherwise established by law. In this case, Intus HLÜ shall immediately inform the Member of the changes in the interest rate via the webpage and shall entitle the Member to cancel the Agreement during a reasonable term, as established by Intus HLÜ.

## **10. FEES AND PENALTY INTEREST**

10.1 The Member is obliged to pay for Intus HLÜ services as per Price List.

10.2 In addition to as set in the Price List and agreed in the Agreement, the Member shall bear the costs for the necessary operations made by Intus HLÜ in the Member's interest (such as postal and telephone costs, notary fees, etc.), as well as the necessary costs related to the Agreement (such as the costs on establishing, managing, selling and releasing the collateral as well as insurance, warehousing, security, maintenance and other costs).

10.3 The Member shall pay for a service not included in the Price List pursuant to the amount of actual expenses incurred by Intus HLÜ. In such a case, the Member shall receive an invoice on demand.

10.4. If the Member fails to fulfil or duly fulfil his obligations to Intus HLÜ, they shall pay a penalty interest or contractual penalty pursuant to the rate established in the Intus HLÜ's Price List, Product Conditions or in the Agreement. If the above documents do not establish the rate of penalty interest, the Member shall pay penalty interest pursuant to the rate prescribed by law.

10.5. Intus HLÜ shall withhold commission fees and other payable sums in the currency of the transaction, unless otherwise agreed upon. Conversion of the commission fee into foreign currency shall be based on the exchange rate, valid on the day of concluding the transaction and determined by Intus HLÜ, unless otherwise agreed in the Agreement.

10.6. The Member shall receive information on debiting the Member's account for commission fees through the account statement. Intus HLÜ shall not issue a separate original accounting document.

## **11. EXTRAORDINARY CANCELLATION OF THE AGREEMENT**

11.1. Intus HLÜ has the right to unilaterally extraordinarily cancel the Agreement without giving advance notice, if the Member materially violates a contractual obligation.

11.2. A material violation of the Agreement is above all if:

11.2.1. the Member or a legal person connected with him/her violates an obligation, the due performance of which is a precondition to Intus HLÜ's ongoing interest in continuing performance of the Agreement. The duties are:

11.2.1.1. informing the of changes in all Agreements concluded with Intus HLÜ or the information fixed in documents submitted to Intus HLÜ;

11.2.1.2. submitting of correct, complete and real data and documents, requested by Intus HLÜ for the Member identification and for performing other diligence measures arising from law, as well as submitting documents and data for regular verification and updating of the aforesaid data;

11.2.1.3. informing Intus HLÜ of deterioration of its economic condition or the danger hereof or of any other circumstances, which might have an effect on the performance of the obligations assumed by the Member towards Intus HLÜ;

11.2.1.4. submitting data on the economic condition, corresponding to reality, if such information is of material importance for Intus HLÜ upon making a credit decision or in connection with other operations, which involve a risk for Intus HLÜ.

11.2.2 the Member or a person connected with them fails to present on the demand of Intus HLÜ (or a legal person belonging to the same group with Intus HLÜ) data and documents certifying the purpose and nature of their business activity or transaction or the legal origin of the funds or other assets used in the transaction, or if the presented data and documents do not eliminate Intus HLÜ's suspicions about possible connection of the Member's business activity with illegal transactions or money laundering or terrorist financing;

11.2.3 the Member or a person connected with them uses front persons in executing the transactions or if for some other reason the Member or the person connected with them is suspected of money laundering or terrorist financing;

11.2.4 the Member intentionally or due to gross negligence violates an obligation under an agreement concluded with Intus HLÜ or a legal person belonging to the same group with Intus HLÜ;

11.2.5 the Member violates an obligation under an Agreement concluded with Intus HLÜ or a legal person belonging to the same group with the Bank, due to which Intus HLÜ or the legal person belonging to the same group with Intus HLÜ may reasonably assume that the Member will fail in performing their contractual obligations also in the future (such as long-term delay in performing their obligations);

11.3. Intus HLÜ is entitled to extraordinarily cancel the Agreement unilaterally without giving advance notice with good reason, whereupon it is not possible to presume continuation of the Agreement, considering the interests of both parties, above all, if:

11.3.1. the Member or a person connected with the same conducts business without possessing an activity license, license, registration, permission, consent (hereinafter jointly referred to as the Activity License), stipulated in the legislation of the Republic of Estonia, in a field, where commencement of business is authorised only upon obtaining a respective Activity License.

11.3.2. the activity or inactivity of the Member or a legal person connected with the same has caused a loss or a real danger of loss to Intus HLÜ (or a legal person belonging to the same group with Intus HLÜ);

11.3.3. the Member or a person connected with the same has been convicted of money laundering or terrorist financing;

11.3.4. international sanctions are to be imposed on the Member or a person connected to the same.

11.4. Upon taking the decision on extraordinary cancellation of the Agreement, the Member shall thoroughly consider the circumstances of each case and shall make the decision on the basis of the principle of reasonableness.

11.5. Intus HLÜ shall have a right to terminate the Agreement with the client in case it has been left 30 days from the first date of the Member's debt arisement and the Member has not covered the debt fully or partly. In that case Intus HLÜ shall transfer the Member's data and the Agreement details to Intus HLÜ's debt collection partner.

## **12. LIABILITY**

12.1. The Member is required to redeem to Intus HLÜ all the costs and losses incurred cause of by the Member has submitted false information or the Member has breach the contract.

12.2. Intus HLÜ has the right to request from the Member the penalty amount of the loan in € 80 in case of any contract terms violation.

12.3. Intus HLÜ is not liable for any damages whatsoever arising out of the Member's activities of emergency alarm, which Intus HLÜ can not independently verify and settle. Intus HLÜ will not be liable for any damage caused to the Member, if it is caused by the disruption of telecommunications work, outages, delays sending a text and / or text message loss, sending the wrong message.

12.4. Neither contracting party is liable for damage caused by a force majeure, or by the action of either party becoming unreasonably difficult as a consequence of an event beyond its control. When a force majeure emerges, the other party to the agreement shall be informed as soon as possible. Intus HLÜ may also, according to his discretion, announce the matter in a national daily newspaper.

12.5. The end of the Membership does not release the Member from the fulfilling his/her obligations towards Intus HLÜ.

## **13. APPLICABLE LAW AND DESPUTES RESOLUTION**

13.1. Disputes between the Parties are resolved through negotiations.

13.2. The disputes between the Parties fall within the scope of the law of the Republic of Estonia.

13.3. All the agreements, including the disputes arising from General Conditions controversions or claims, infringement of the conditions in the context of the contract, dissolution or the invalidity of the contract shall be resolved in the Harju Country Court.