

Conditions for Opening and Maintenance of a Savings Account+ 10.08.2016



1. Terms and definitions used in the Service Conditions:

- 1.1. **The Bank** AS Citadele banka (registration number 40103303559, address 2A Republikas square, Riga, Republic of Latvia, LV-1010) Eesti filiaal (registry code 11971924, seat Narva mnt 63/1, 10152 Tallinn, Republic of Estonia).
- 1.2. **Pricelist** a valid pricelist for the products and services of the Bank.
- 1.3. **Application** an application in a format defined by the Bank regarding the reception of the Service, filled in and signed by the Customer.
- 1.4. **Customer –** natural person, in whose name the Savings Account+ has been opened.
- 1.5. **Notification** Customer's will stated in the Order, submitted to the Bank for making of the money transfer after the notification term stated in the Pricelist is passed.
- 1.6. **Savings Account+** an account which is opened at the Bank according to the Service Agreement and on which the Customer can deposit his/her monetary funds, to supplement it without restrictions as well as to withdraw/transfer the monetary funds from it in compliance with the procedure stipulated by the Service Conditions.
- 1.7. **Service** opening and maintenance of a Savings Account+, including the execution of the Orders of the Customer.
- 1.8. **Service Agreement** the agreement concluded by the Bank and the Customer on opening and maintenance of a Savings Account+; Application and Service Conditions are the integral parts hereof.
- 1.9. **Service Conditions** present conditions for opening and maintenance of a Savings Account+.
- 1.10. Parties both collectively the Bank and the Customer.
- 1.11. **Order** an order for payment within the framework of the Service Agreement given to the Bank on behalf of the Customer. According to the Customer choice customer submits the Order with the Notification or without Notification.
- 1.12. GTC General Terms and Conditions of the Bank.

2. Conclusion of Service Agreement

- 2.1. The Service Agreement shall be considered as concluded on the date when the Bank receives Customer's Application for the reception of the Service. The Bank shall accept the Application if it is drafted in compliance with the requirements of the Bank.
- 2.2. The Bank shall have the right not to accept the Application without explaining the reasons for rejection.
- 2.3. The Bank shall open a Savings Account+ a single-currency account to the Customer after the conclusion of the Service Agreement.
- 2.4. Legal relations of the Parties which are not regulated by the Service Conditions shall be regulated by GTC.

3. Provision of the Service

- 3.1. Submission and execution of Orders:
- 3.1.1. The Customer shall draft the Order in compliance with the requirements stipulated by GTC and shall submit it to the Bank in person or using the respective services of remote management of the account (online banking).
- 3.1.2. If the Customer wishes to make a money transfer from the Savings Account+ applying commission fees stated in the Pricelist for transferring of money funds with the notification term in advance, the Customer should notify the Bank hereof in advance, and submit the Order with the Notification. Notification shall mean the submission of Order with the Notification to the Bank not later than within the term of notification (number of days) defined in the Pricelist and before the required date of the completion of the transfer, not counting the day of submission of the Order.
- 3.1.3. The Bank accepts the Order for execution if the Order complies with the requirements of the Bank, if all operations and verifications required by the GTC are carried out, including whether the Customer is identified in compliance with the requirements of the Bank, whether the Order is drafted in accordance with the requirements stipulated by GTC.
- 3.1.4. The Bank continue calculate the interest for the balance of the Savings Account+ defined in the Pricelist, as well as for the debited amount of money which is indicated in the Order from the day when the Bank receives the Order with the Notification for the

- transfer of money from the Savings Account+ till the day when the notification term stated in the Pricelist ends.
- 3.1.5. If the requirements stipulated by Clauses 3.1.2 and 3.1.3 of the Service Conditions are met, then the disbursement of the debited amount of money indicated in the Order is executed by transfer to the settlement account of the Customer in the Bank and the money funds are available in the settlement account at the next day after the day when the prior notification term stated in the Pricelist is passed.
- 3.1.6. Should the Customer submitted to the Bank the Order without the Notification, i.e., fail to notify the Bank regarding the withdrawal of money from the Savings Account+ within the term specified in Clause 3.1.2 of the Service Conditions, the Customer shall have the right to make the transfer or to withdraw the money from the Savings Account+ immediately, paying a service fee to the Bank according to the Pricelist valid on the date of the disbursement of cash or transfer for the disbursement of cash or transfer from the Savings Account+ without prior notification.
- 3.1.7 The Bank shall have the right to decline the execution of any Order of the Customer should the Customer break/fail to perform/perform unduly his/her obligations specified in the Service Conditions and/or GTC.
- 3.2. Entering of monetary funds to the account/making a deposit to the Savings Account+:
- 3.2.1. The Bank shall credit transfer of monetary funds or cash deposits to the Savings Account+ in compliance with the procedure stipulated in GTC.

4. Settlements

- 4.1. The Bank shall calculate interest for the balance of the Savings Account+ according to the Pricelist and at the end of each calendar month shall credit it to the account indicated by the Customer.
- 4.2. The Bank is entitled to unilaterally amend the interest rates defined in the Pricelist on the cash balance with the Savings Account+ according to the price of the respective currency in the money or financial market without providing information thereof individually to the Customer, but complying with the condition that information about the envisaged amendments during reasonable period of time prior to their coming into effect is available at the Bank's Customer service premises and on the Bank's internet website at www.citadele.ee.
- 4.3. The Customer agrees and undertakes to independently follow information about the amount of the interest rate which the Bank pursuant to the Pricelist pays on the balance of the Savings Account+.

5. Liabilities of the Parties

- 5.1. The Parties shall be held liable for the fulfilment of obligations required by the Service Agreement.
- 6. Special conditions if the Application for the reception of the Service is submitted to the Bank using the respective service of remote management of the Account.
- 6.1. If the Application is submitted using the service of remote management of the account which provides this type of submission of applications to the Bank:
- 6.1.1. The Customer shall confirm with his/her signature in the Application that the Bank has provided to him/her and that he/she is acquainted with the information stipulated in the legal acts of the Republic of Estonia which are related to remote agreements, i.e. agreements which are concluded using the services of remote management of the account, including the information about the Bank as a service provider, the procedure of performance of the Service as well as information about tax payments of the Customer, which the Bank performs being a service provider (if the Bank must make these payments in accordance with the legal acts of the Republic of Estonia).
- 6.1.2. The Customer shall have the right to withdraw from the Service Agreement unilaterally within 14 (fourteen) calendar days from the date of conclusion of the Service Agreement. To use rights of withdrawal the Customer shall send a notification to the Bank using the respective service of remote management of the Account or submitting the notification to the Bank at any branch or Customer Servicing Centre.



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6.1.3. Should the Customer submit a notification regarding unilateral withdrawal from the Service Agreement according to the procedure stipulated by Clause 6.1.2 of the Service Conditions, the Bank shall pay all monetary funds available on Savings Account+ in accordance with the Service Conditions, but shall not pay any interest to the Customer for the balance of the Savings Account+.

7. Validity Term and Termination of Service Agreement

- 7.1. The Service Agreement shall be concluded for an indefinite term.
- 7.2. The Customer shall have the right to require to close the Savings Account+ and to terminate the Service Agreement by submitting the respective application. The Bank shall close the Savings Account+ within 40 (forty) working days of the Bank from the day and including the day of reception of Customer's application.
- 7.3. The Bank shall have the right to close the Savings Account+ unilaterally and to terminate the Service Agreement:
- 7.3.1. by notifying the Customer hereof 10 (ten) working days of the Bank in advance (excluding cases stated in the Clause 7.3.2. of the Service Conditions) without explaining the reasons.
- 7.3.2. without prior notification of the Customer, by notifying the Customer hereof in written form:
- 7.3.2.1. if the Customer fails to fulfil or fulfils the conditions of the Service Agreement and/or GTC in an unduly manner;
- 7.3.2.2. if the Customer has provided inaccurate data or documents to the Bank;
- 7.3.2.3. if the Customer has not been making any transactions on the Savings Account+ for a period of time longer than 12 (twelve) months in a row and the balance of the Savings Account+ is equal to 0 (zero);
- 7.3.2.4. if the Savings Account+ has debit (negative) balance;
- 7.3.2.5. if the Bank has reasonable suspicion that the Customer or the monetary funds on the Savings Account+ are related to legalisation of illegally obtained funds or financing of terrorism;
- 7.3.2.6. if the Bank has information about extraordinary circumstances that are beyond control of the Bank that may affect safety or confidentiality of deposits of the Customer and/or other clients of the Bank or inflict losses;
- 7.3.2.7. if the right of the Bank to immediately terminate the Service Agreement results from the legal acts binding to the Bank.
- 7.4. Before closing the Savings Account+ the Bank shall deduct the monetary funds entitled to the Bank according to the Service Agreement or other agreements concluded with the Bank, and the remaining amount of monetary funds shall be paid to the Customer in cash or transferred to the Customer's settlement account in the Bank or other account indicated by the Customer, applying the commission fee stated in the Pricelist for the transfer of the monetary funds without prior notification.

8. Consideration of Disputes

8.1. Any discrepancy, claim or dispute between the Customer and the Bank arising from the Service Agreement or related to the Service Agreement or breach, termination or invalidity hereof, should be settled according to the legislation of Republic of Estonia in the Court of the Republic of Estonia upon jurisdiction.

9. Other Conditions

- 9.1. The Customer shall authorise the Bank to deduct (write off) the monetary funds from the Savings Account+ and/or the interest of the Savings Account+ without the respective Order of the Customer in the following cases:
- 9.1.1.if there were no legal grounds for entering of money to the account/a deposit to a Savings Account+, i.e. by mistake or as a result of technical error:
- 9.1.2. paying off the claims of the Bank against the Customer;
- 9.1.3 in cases and according to the procedure stipulated by the legal acts of the Republic of Estonia.

- 9.2. If the amount indicated in the Application in words differs from the amount indicated in numbers, then the amount in words should assumed as a basis.
- 9.3. The Bank is entitled to make amendments in the Pricelist, Service Conditions and GTC unilaterally.
- 9.3.1. The Bank is entitled to make amendments which are less favourable for the Customer compared with the conditions in force previously only if there is a well-grounded reason. With respect to such amendments the Bank prior to their coming into force informs the Customer using those communication channels and types of information channelling with respect to which the Bank and the Customer have agreed (for example, SMS or on-line banking messages, in writing etc.).
- 9.3.2. The Customer may receive information about any forthcoming amendments in Service Conditions or Pricelist during reasonable period of time prior to their coming into effect at the Bank's client service centres, the Bank's internet website, as well as by making a telephone call to the Bank's information service.
- 9.3.3. If the Customer disagrees to the amendments made by the Bank, the Customer has rights to recede from the Service Agreement, observing the procedure specified in this Service agreement and settling all accounts with the Bank arising from the Service Agreement.
- 9.3.4. The Bank is entitled to unilaterally make amendments to Pricelist, GTC and/or Service Conditions without giving prior notice to the Customer if such amendments are made with the aim to prevent damage to the interests of the Bank's clients and the stability of the state financial system, including, but not limited to, the aim to restrict an excessive outflow of deposits or other attracted funds from the Bank. With respect to the making of such amendments the Bank immediately as soon as possible informs the Customer using the types of communication stated in Clause 9.3.1. of Service Conditions. With respect to the Customer's right to recede from the Service Agreement information is provided in the message regarding the making of the relevant amendments.
- 9.4. The Bank shall have the right to process personal data of the Customer, including: to request and to receive personal data of the Customer from any third parties and data bases created according to the procedure stipulated by legal acts if, according to the Bank, it is necessary for establishing the legal relations of the Customer and the Bank and for ensuring the fulfilment of obligations. The Bank shall have the right to provide personal data of the Customer to the third parties for performing the operations and fulfilling the obligations required by the Service Agreement.
- 9.5. All notifications of the Bank and other information shall be sent to the Customer to the address of the Customer indicated in the Application or announced later in written form and/or using other means of communication indicated by the Customer (email address, telephone etc.).
- 9.6. The Customer shall agree that the Bank sends him/her information about other services of the Bank as well as regarding goods and services of third parties.
- 9.7. Communication between the Bank and the Customer shall be in Estonian or other language (Russian or English), upon the agreement of the Bank and the Customer.
- 9.8. Operation of the Bank is supervised by the Financial Supervision Authority, located at Sakala 4, 15030 Tallinn; telephone: 6680500, e-mail: info@fi.ee, web page on the Internet: www.fi.ee.
- 9.9. Supervision on the observance of the consumer rights according to the users of the Service, which could be considered as consumers pursuant to the Consumer protection law is made by Consumer Protection Board, located at Rahukohtu 2, Tallinn 10130, telephone 6 201 700, fax 6 201 701, e-mail info@tarbijakaitseamet.ee, website www.tka.riik.ee.